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Addl. Dist. Sub-Registrar Durgapur, Paschim Bardhaman

. 28 JAN 2020

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 28TH DAY OF JANUARY, 2020

BETWEEN

SRI. APURBA MUKHERIEE [PAN - AERPM1613G], S/o. Late Ananda Gopal Mukherjee, by Faith-Hindu, by Occupation-Business Resident of Bhiringi, Aurobindo Pally, P.S. Durgapur, P.O. Durgapur, District- Paschim Bardhaman, PIN-713213, hereinafter refereed to and called "OWNER" (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, representatives, executors, administrators, successors and assigns) of the FIRST PART

AND

PANSAS BUILDERS AND DEVELOPERS PRIVATE LIMITED [PAN -AAFCP2168]] a Company incorporated according to company 5 Act 1956 having its Registered office at CA-15, BLOCK -"URVASHI COMPLEX" Tarasankar Sarani, City Centre, Durgapur -713216, Dist. -Burdwan presently Paschim Bardhaman, West Bengal, represented by its Director (1) SRI. KANCHAN SASMAL [PAN-BCAPS6508L], S/o. Late Achinta Kumar Sasmal, by faith Hindu, by occupation Business, Nationality Indian, resident of Quarter No- 2/7, Bharati Road, P.O.-B-Zone, PIN-713205, P.S.-Durgapur, District-Burdwan presently Paschim Bardhaman, West Bengal, (2) SRI. MADHUSUDAN-SAHA [PAN - AKQPS6374K] Son of Late Makhan Lal Saha, by faith findu, by occupation Business, by nationality Indian, resident of M3/3 Ramkrishna Pally, Gurudwara Road, Durgapur-713213, District - Burdwan presently Paschim Bardhaman (W.B). (3) MR. ANUP PURAKAYASTHA [PAN - AHOPP4591L] Son of Late Chandrajit Purakayastha, by faith Hindu by occupation Business, by nationality Indian, resident of 3/19 Sepco Township, B- Zone, Durgapur-713205, District -Burdwan presently Paschim Bardhaman (W.B) (4) SRI. SUPRIYO SAHA [PAN -CQOPS5785C] Son of Late Santosh Kumar Saha, by faith Hinday by occupation Business, by nationality Indian, resident of 2/12, Rocky Path, SAIL Co Operative Complex, P.O.-City Center, P.S.- Durgapur, PIN-713216, District - Burdwan presently Paschim Bardhaman (W.B).Collectively known as the "DEVELOPER" (which terms or expression shall, unless excluded by or repugnant to the context, be deemed to mean and include its successors-in-office, legal representatives, administrators, executors and assigns) of the SECOND PART



NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

Subject Matter of Agreement

- Development and Construction of Building on scheduled Property: Terms and conditions agreed between the Owner and the Developer /Contractor with regard to development and construction of a multistoried Building at the scheduled premises in R.S. plot No. 257, 258, 258/2829 (L.R. Plot No. 1655, 1656, 1658, 1659, 1660, 1661 & 1662) measuring area 49 decimal; Classification-Bastu, situated within Dist. Paschim Bardhaman under Asansol Durgapur Development Authority, ward No. 14 of Durgapur Municipal Corporation, Police Station- Durgapur, Sub-Registration office Durgapur, Mouza-Bhiringi; (Scheduled / Said- Property).
- 2. Representations, Warranties and Background:
- 2.1. Owner's Representations: The Owner has represented and warranted to the Developer as follows:
- a) Ownership of Said Property: This property originally belonged to Late Anjali Mukherjee, W/O Late Ananda Gopal Mukherjee and has been inherited by her only son Apurba Mukherjee after demise of said Late Anjali Mukherjee and the owner got the right, title, interest, occupation and possession over the scheduled property after such inheritance became effective. The owner paid the govt. taxes and recordedhis name in the LRROR and he became absolute owner of the scheduled property.
- b) Rights of Owner: The Owner seized and possessed of and well and sufficiently entitled to the Said Property. Save as mentioned herein, no person other than the Owner has any manner of right, title, interest, claim or demand of any nature whatsoever in the Said Property or any part thereof and there are no outstanding claims or demands between the Owner and any third party and thus the entirety of the Said Property is free from all encumbrances, liens, mortgages, charges, Lis pendens, trusts, debottors, trespassers, occupants, encroachers, tenants, claims, demands, liabilities, attachments, requisitions, acquisitions and alignments whatsoever or howsoever in nature.
- c) No Express or implied Mortgage: Neither the title deeds nor any other documents in respect of the Said Property or any part thereof have been deposited in favour of any party or person with the intention of creating an equitable mortgage or as security for performance of any act or payment of any money or otherwise.
- d) No Previous Agreement: The Owner has not dealt with the Said Property in any manner, nor created any right, title or interest therein in favour of any third party in



any manner whatsoever or howsoever and has not entered into, been party to any agreement of any nature whatsoever, including but not limited to agreement for sale, transfer, lease, development etc. in respect of the Said Property.

- è) No Disputes Relating to Statutory Outgoings: The Said Property is free from any land charge and all statutory outgoings in respect thereof including land revenue, have been paid in full by the Owner till the date of this Agreement.
- f) No Covenants and Restrictions: The Said Property is not subject to any covenants, restrictions, stipulations, easements, rights of pre-emption, licenses, grants, exceptions or reservations or other such rights (whether legal or equitable) the benefit of which is vested in third parties nor is there any agreement to create the same.
- g) Easements Unrestricted: No right or easement appurtenant to or benefiting the Said Property is restricted in any way and such rights and easements are enjoyed freely without interruption and without restrictions as to hours of use or otherwise and no person or governmental authority has any right to terminate or curtail a right or easement appurtenant to or benefiting the Said Property.
- h) No Boundary Dispute: The entirety of the Said Property is butted and bounded and there is no manner of boundary dispute in respect thereof.
- i) No Legal Proceeding: (1) There is no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, complaints, actions. governmental investigations, orders, judgments or decrees of any nature, initiated, made, existing, pending, threatened or anticipated in respect of the Said Property or the Owner which may, in any manner prejudicially affect the due performanceor enforceability of this Agreement or any obligation, act, omission or transaction stated hereunder nor is there any threat of any such proceedings (2) There are no unfulfilled or unsatisfied judgement, attachments, Court orders, debts, notice in respect of the Said Property or the Owner (3) There is no order of any Court or any other statutory authority prohibiting development, sale, transfer and/or alienation of the Said Property and (4) There is no suit, action, litigation, investigation, claim, complaint, grievances or proceedings, appeals or applications for review, which are in process or pending against or relating to the Said Property or the Owner and the Owner is not engaged, whether as plaintiff, or defendant or otherwise, in any litigation, criminal or arbitration proceedings before any court, tribunal, statutory or governmental body, department, board or agency and no litigation, criminal or arbitration proceedings are pending by or against the Owner and there are no facts which are likely to give rise to the same or to proceedings in respect of which the Owner would be liable to indemnify any person concerned.



- j)Status of Possession: Save as mentioned herein, the Said Property is and shall continue to be in the khas, vacant, peaceful, physical and absolute possession of the Owner and no third party or parties have or had or has ever claimed or acquired any manner of right, title or interest over or in respect of any part or portion of the Said Property, by way of adverse possession or otherwise.
- k) Owner has Marketable Title: The Owner has good, free, clear, marketable, bankable and transferrable right, title and interest in the Said Property, free from all encumbrances of any and every naturewhatsoever save as mentioned herein. The Owner shall at his own cost and responsibility keep his title in the Said Property good, free, clear, marketable, bankable and transferrable, till the completion of the Project (defined in Clause 5.3 below).
- 2.2 Developer's Representations: The Developer has represented and warranted to the Owner as follows:
- a) Infrastructure, Expertise and Financial Capacity of Developer: The Developer is carrying on business of civil construction and development of real estate and has necessary infrastructure and expertise in this field and the Developer has the necessary financial capacity to carry out the entire process of development / construction and at no point of time shall take plea that the Project cannot be carried out due to lack of financial capacity.
- b) Developer has Authority: The Developer has full authority to enter into this Agreement and appropriate authorizations to that effect exist.
- c)Decision to Develop / construct: The Owner decided to have the Said Property developed into multistoried building and pursuant thereto discussions were held with the Developer for taking up the development and construction of multistoried building at the Said Property by constructing a cluster of ready-to-use residential cum commercial buildings of mutually decided height with car parking spaces, specified areas, amenities and facilities to be enjoyed in common areas and land (collectively Said Complex) and commercial exploitation of the Said Complex for the benefit of the Parties hereto (such development and construction of multistoried building collectively Project) by selling the flats/commercial spaces/parking spaces and amenities in the Said Complex (Units) to prospective buyers.
- d) Finalization of Terms Based on Reliance of Representations: Pursuant to the above and relying on the representations made by the Parties to each other, final terms and conditions for the Project are being recorded by this Agreement.



3. Basic Understanding

- a) Development of Said Property by Construction of multistoried residentialcum commercial building of Said Complex: The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by construction of the Said Complex on principal to principal basis, with (1) specified inputs and responsibility sharing by the Parties as mentioned herein and (2) exchange with each other of their specified inputs as mentioned herein.
- b) Building Plans: The Said Complex shall be constructed in accordance with architectural plans (Building Plans) which will be prepared by the Developer by such Architect as be decided by the Developer and after approval of the Building Plans by the Owner, the Developer shall submit the same to Durgapur Municipal Corporation and other statutory authorities concerned with sanction (collectively Planning Authorities) and obtain sanction/permission, in the manner mentioned in this Agreement.
- c) Costs of Development / construction etc.: The Developers shall bear and pay all costs and expenses of and relating to construction of the Said Complex and shall have absolute right and full authority to appoint sub-contractors, agents, sub-agents etc.

4. Appointment and Commencement

- a) Appointment and Acceptance: The Parties hereby accept the Basic Understanding between them and the conditions precedent as recorded in Clause 3 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Owner hereby appoints the Developer as the Developer of the Said Property with right to execute the Project. The Developer hereby accepts the said appointment by the Owner.
- b) Commencement and Tenure: This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this agreement shall remain valid and in force all till all obligations of the Parties towards each other stand fulfilled and performed.

5. Sanction and Construction:

- a) Sanction of Building Plans:Building Plan already sanctioned by Durgapur Municipal Corporation.
- b) Architect and Consultants: The Developershall pay all costs, charges and expenses of the Architect and other consultants in connection with construction



work of the Project including professional fees and supervision charges and the Owner shall have no liability or responsibility thereof.

- c)Construction of Said Complex: The Developershall commence the construction work of the Said Complex after receiving all necessary approvals for commencement of construction. The Developershall, at its own costs and expenses, construct, erect and complete the Said Complex in accordance with the sanctioned Building Plans. Such construction shall be as per specifications described in the 4th Schedule below, common to all Units of the Said Complex (Specifications).
- e) Completion Time: With regard to time of completion of the Project, it has been agreed between the Parties that the Developershall construct, erect and complete Said Complexwithin Three years (36 months) from date of execution of this agreement with a grace period of 6 (six) months, subject to Force Majeure as defined in Clause 20 below (Completion Time). In this regard it is clarified that the Completion Time shall mean, receipt of the Completion Certificate. If the project is not completed within 42 months then the landowners shall be entitled to get Rs.50,000/-(Rupees Fifty Thousand)only per month as demurrage for delayed period.
- f) Common Portions: The Developer shall, at its own costs, install and erect in the Said Complex the common areas, amenities and facilities such as stairways, solar energy panels(if possible) firefighting apparatus, passages, driveways, common lavatory, electric meter space, pump room, reservoir, overhead water tank, water pump and motor, drainage connection, sewerage connection, soak pit (water recycling plant if possible) and other facilities required for establishment, enjoyment, maintenance and management of the Said Complex etc. For permanent electricconnection to the Units, the Transferees shall pay the deposits demanded by West Bengal State Electricity Board and/or other agencies. It is clarified that the expression Transferees includes the Owner and the Developer/ contractor, to the extent of unsold Units comprised in the Owner's Allocation and the Developer's/ contractor's Allocation. It is further clarified that the Developeratone shall be entitled to receive and appropriate from all the Transferees (including Transferees of the Owner's Allocation) (I) charges for electric equipment and cabling (ii) charges for generator, water connection and other amenities and facilities and (iii) charges for maintenance.

g)Temporary Connections: The Developer shall be authorised in the name of the Owner to apply for and obtain at the costs of the Developer/ contractor, temporary connections of water, electricity, drainage and sewerage.



- h) Modification: Any amendment or modification to the Building Plans may be made or caused to be made by the Developer, after discussion with, and approval of, Owner.
- i) Name of Said Complex: The Said Complex shall be named "ANANDANJALI COMPLEX" and such name shall not be changed under any circumstances.
- j) Co-operation: Neither Party shall indulge in any activities that may be detrimental to the Project and/or may affect the mutual interest of the Parties. The Owner shall provide all cooperation that may be necessary for successful completion of the Project.

6. Possession and Title Deeds :-

- a) Possession of Said Property: For the purpose of carrying out the development in terms of this Agreement, the Owner has already inducted the Developeras a licensee in respect of scheduled / said property.
- b) Deposit of Title Deeds: The Developershall be entitled to take delivery of the said original land record from the Owner for production thereof before authorities, banks etc. and subject to the provisions of Clause 9(a) below, will have to return the same to the Owners. The said original record will not be mortgaged by the Developerin favour of any banks and/or financial institutions and/or any other persons, save and except as required for the purposes of this 'Anandanjali' Project, in the manner mentioned in Clause 10 below. On completion of the Project, the Contractor / or Owner (as the case may be) shall handover the original title record and all link deeds to the Association of Transferees of Units.

7. Powers and Authorities

- a) Development Power of Attorney: The Owner shall grant to the Developerand/or its nominees a Development Power of Attorney relating to the Said Property for the purposes of (i) getting the Building Plans sanctioned/revalidated/modified/altered by the Planning Authorities in terms of this Agreement (ii) construction of the Said Complex in terms of this Agreement (iii) getting /availing water connection / electricity connection & other necessary arrangement for completion of the project as per terms of Agreement. (iv) bookings and entering into agreements for sale of the Units comprised in the Developer's Allocation and Development Power of Attorney shall be executed by the Owner within one month from this Development Agreement.
- c) Further Acts: Notwithstanding grant of the Development Power of Attorney, the Owner hereby undertakes that he shall execute, as and when necessary, all papers,



documents, plans etc. that may be necessary for enabling the Developer to perform all obligations under this Agreement.

8. Owner's / Developer's Consideration

a)Owner's Allocation:

Shall mean 2 No.s of flat in proposed building namely Ananda Anjali Complex as per sanctioned planwhich is particularly mentioned and described in the Second Schedule.

b) Developer's Allocation:

Entire building save and except the area mentioned in Landowners Allocation. Any unsold unit/s shall be retained by the owner or developer, as per allocation outlined above, and dealt with at their discretion respectively.

9. Financials

a) Project Finance: The Developermay arrange for financing of the Project (Project Finance) by a Bank/Financial Institution (Banker). Such Project Finance can be secured on the strength of the security of the Developer's Allocation and construction work-in-progress/receivables to the extent pertaining to the Developer's Allocation. There will be clear understanding that no corporate or personal guarantee of the Owner is being given and the Banker shall have no right of recovery against the Owner and the Owner's Allocation. For this purpose, the Owner shall execute necessary documents through its delegated authority as contained in the General Power Of Attorney and if required by the Banker, the Owner shall join as consenting party to create a charge in favour of Banker for availing such Project Finance- pertaining, though, only to the extent of the Developer's Allocation.

10. Possession to Transferees:

If at the end of the Project, there are any unsold Units in the Owner's Allocation, then the Developer shall handover the same to the Owner, complete in all respect after receiving payment for generator, water connection and other amenities and facilities. In this regard it is clarified that upon completion of the Project, the Developer shall give 15 (fifteen) days' notice to the Owner for taking possession and thereafter the Developer will be free to deliver possession and register conveyances of the Developer's Allocation, irrespective of possession being taken by the Owner.

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11. Municipal Taxes and Outgoings

- a) Relating to Period Prior to Agreement: All municipal taxes, land revenue and outgoings (collectively Rates) on the Said Property relating to the period till the date of this Agreement shall be borne, paid and discharged by the Owner. It is made specifically clear that all Rates outstanding upto such date shall remain the liability of the Owner and such dues shall be borne and paid by the Owner as and when called upon by any statutory authority.
- b) Relating to Period After Agreement: All Rates on the Said Property relating to the period after the date of this Agreement shall be borne, paid and discharged by the Developer. It is made specifically clear that all Rates outstanding after such date shall remain the liability of the Developer and such dues shall be borne and paid by the Developer, till the Project is completed.
- c) Relating to Period After Completion of Project: After completion of the Project, the Parties shall bear and pay the Rates applicable to the unsold portions of their respective allocations while the Transfereesshall pay the Rates applicable to their respective Units.

12. Post Completion Maintenance

- a) Maintenance: The Developer shall frame a scheme for the management and administration of the Said Complex and/or Common Portions thereof.
- b) Maintenance Charge: As and from the date of possession of various phases of the Said Complex is delivered (Possession Date), the concerned Transferees and the Owner and the Developer (in respect of unsold Units allocated to them) shall become responsible for payment of all charges and taxes thereon for maintenance and upkeep of the Common Portions and facilities in the Said Complex(Maintenance Charge). The Maintenance Charge shall be fixed by the Developerand till such maintenance job is handed over to a Society/Association and/or any other organization, the Developer shall collect the Maintenance Charge.

13. Common Restrictions

a) Applicable to Both: The Owner's Allocation and the Developer's Allocation in the Said Complex shall be subject to the same restrictions as are applicable to ownership/commercial buildings as may be pertinent for respective portions, intended for common benefit of all occupiers of the Said Complex.



14. Obligations of Developer

- a) Completion of Development within Completion Time: The Developer shall complete the entire process of development of the Said Property within Three (3) years from the date of execution of this agreement, unless extended in writing by the landowner.
- b) Meaning of Completion: The word 'completion' and its grammatical variants shall mean habitable and tenantable state with adequate water supply, sewage connection, electrical installation and all other facilities and amenities as be required to be provided to make the Units ready-for-use and occupation COMPLETION SHOULD MEAN POSSESSION AND RECEIPT OF COMPLETION CERTIFICATEwherein all construction will have to be completed as per details of the sanctioned plan.
- c) Compliance with Laws: The execution of the Project shall be in conformity with the prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure proper compliance.
- d) Construction at Developer's Risk and Cost: The Developer shall construct the Said Complex at its own cost, risk and responsibility, by adhering to the Building Plans and all applicable laws and attending to all notices issued by concerned authorities. The Developer shall alone be responsible and liable to Government, Corporation and other authorities concerned and to the occupants/Transferees and to the third parties and the public in general and shall alone be liable for any loss, damageor compensation or for any claim arising from or relating to such construction and shall indemnify the Owner fully against any claims, losses and damages for any default, failure, breach, act, omission or neglect on the part of the Developer and/or any contractor, entity, body, agency and/or person appointed or designated by the Developer and/or any employees/agents/representatives thereof.

15. Obligations of Owner

- a) Co-operation with Developer: The Owner undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.
- b) Marketing of Owner's Allocation: The Owner shall be responsible for marketing of the Owner's Allocation. - on behalf of the owner, liaise with prospective buyers / rentees / lessees and the Owner for sale / rent / lease of the Owner's portion.



16. Indemnity

- a) By Developer: The Developer hereby undertakes to indemnify and agrees to keep the Owner saved harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the Project and/or to the development and/or to the construction of the Said Complex and/or defect therein and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules, regulations or bye-laws or arising out of any accident or otherwise.
- b) By Owner: The Owner hereby indemnifies and agrees to keep the Developer saved harmless and indemnified of, from and against any and all actions, suits, costs, proceedings and claims that the Developer may suffer due to any defect in title of the Owner to the Said Property and/or any encumbrance or liability whatsoever thereon.

17. Limitation of Liability

a) No Indirect Loss: Notwithstanding anything to the contrary herein, neither the Developer nor the Owner shall be liable in any circumstances whatsoever to each other for any indirect losssuffered or incurred.

18. Miscellaneous

a) Further Acts: The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

19. Termination

No Termination: any of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration. In the event of any default on the part of either Party, the other Party shall be entitled to claim specific performance of this Agreement and also for damages and the Parties agree that the Arbitration Tribunal shall be empowered toward specific performance or cancellation of this Agreement and additionally also to award damages and other such reliefs.

20. Force Majeure

a) Meaning of Force Majeure: The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God (2) acts of



nature (3) acts of war (4) fire (5) insurrection (6) terrorist action (7) civil unrest (8) riots;

- b) Saving Due to Force Majeure: If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of Force Majeure, such Party shall be deemed not to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly.
- 21. BENEFIT OUT OF THE PROJECT FOR THE LANDOWNER: shall mean Rs. 9,00,000,00/-(Rupees Nine Crore only) as Cost of Land to be paid in 36 (Thirty Six) equal monthly installment starting from April, 2020. Rs. 1,50,00,000/- (Rupees One Crore and Fifty Lakhs) has been paid as a Refundable Security Deposit, which, the Developer, at his convenience, may adjust with the final payments of the total consideration amount.

23. Amendment/Modification

a) Express Documentation: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties and expressly referring to the relevant provision of this Agreement.

24. Arbitration

Disputes and Pre-referral Efforts: The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement between the Owner and the Developer (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.

- a) Referral to Arbitration: If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996.
- b) Arbitration Tribunal: The Parties irrevocably agree that the Arbitration Tribunal shall consist of the following Two Arbitrators:



- c) Appointment by Owner: 1 (one) Arbitrator to be appointed by the Owner.
- d) Appointment by Developer: 1 (one) Arbitrator to be appointed by the Developer.
- e)Conduct of Arbitration Proceeding: The Parties irrevocably agree that:
- i) Place: The place of arbitration shall be Durgapur.
- ii) Procedure: The Arbitration Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said act shall apply to the arbitration proceedings.
- iii) Binding Nature: The directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties.

FIRST SCHEDULE

(Said Property)

All that piece and parcel of Bastu Land measuring 49 (Forty Nine) Decimal, more or less situated, lying at and being Mouza-Bhiringi, J.L.No-68(L.R. 119), R.S. plot No. 257, 258, 258/2829, L.R. Plot No. 1655 measuring more or less 19 Decimal, L.R. Plot No. 1656 measuring more or less 03 Decimal, L.R. Plot No. 1658 measuring more or less 02 Decimal, L.R. Plot No. 1659 measuring more or less 03 Decimal, L.R. Plot No. 1660 measuring more or less 10 Decimal, L.R. Plot No. 1661 measuring more or less 10 Decimal & L.R. Plot No. 1662 measuring more or less 02 Decimal, L.R. Khatian No-2424 District Paschim Bardhamanwithin Ward No.-14, Holding No-159/152, 157/151 of the Durgapur Municipal Corporation, A.D.S.R. Durgapur, District Paschim Bardhaman, entire land is butted and bounded as follows:-

In the East:-

40 Ft. wide Nachan Road

In the West:-

Tikulia Para

In the South:-

4 Feet Lane

in the North:-

Building of Late Ajit Banerjee



SECOND SCHEDULE

(LANDOWNER ALLOCATION)

Flat No	Floor	Area (Super Built)
5-A	5th Floor	1490 Sq. Feet
5-B	5th Floor	1031 Sq. Feet

Third SCHEDULE

(Specifications)

WATER SUPPLY	D.M.C			
STRUCTURE	RCC framed construction with infill brick walls or block wall			
WALLS	Conventional brickwork. Internal Walls Cement plastering overlaid with smooth			
WALL FINISH	Interior - Wall putty Exterior - Combination of weather coat.			
FLOORING	Vitrified Tiles in all bedrooms, Living-cum-Dining, In Kitchen and Balcony anti skid ceramic Tiles,			
KITCHEN	Kitchen platform made of Granite Slab. Glazed tiles, up to the height of two feet from the platform. Stainless steel sink			
TOILET	Anti skid ceramic Tilès in toilet floor, Standard glazed tiles on the Wall up to the height of 5 feet. ISI/ISO branded sanitary and CP fittings (as per supply), Concealed plumbing and pipe work.			
DOORS	Door with tough timber frames and solid-core flush shutters, and PVC door in toilet.			
WINDOWS	Aluminum frames with fully glazed shutters and quality fittings			
WIRING	Standard concealed wiring for electricity. Average 25(Twenty Five) Points for 2 BHK			
ELECTRIC METER	Individual meter for each unit by individual cost.			
AMENITIES	Adequate standby generator for inside Flats (commercial?), common areas, services. Lift provided for every floor in the building.			

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It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both hands of Vendor/representative of Developer are attested in additional pages in this deed being no. (1) (A), (1) (B), i.e. in total numbers of pages and these will be treated as part of this deed.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written.

SIGNED AND DELIVERED by the OWNERS /FIRST PART at DURGAPUR in the presence of:

Aporta Kry

SIGNED AND DELIVERED by the DEVELOPER/SECOND PART at DURGAPUR in

the presence of:

WITNESSES:

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Sto. Mannjon Mondo
VIU-Hugonep. BrisPis- Cagener, Boy Brish
Presently Michim Brun

CHANDRACHUD BHATTACHARTA.

e/o CATE SHAMBHU CHARAN BHATTACHARTYA.

'ASHIRDAD'

13/3/4 C AMIL MOTTAM ROAD.

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PANSAS BUILDERS & DEVELOPERS PVT. LTD.

Kanshan Losmal

Director

PANSAS BUILDERS

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Director

PANSAS BUILDER DEVELOPERS PVT. LTD.

Anup puntageth,

Director

PANSAS SUNDERS BYT. LTD.

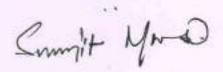
Supriyo Saha Director

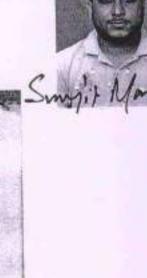
Drafted by me and Typed at my office & I read over & Explained in Mother Languages to all Parties to this deed and all of them admit that the Same has been correctly written as per their instruction.

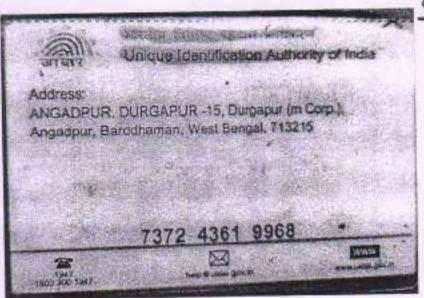
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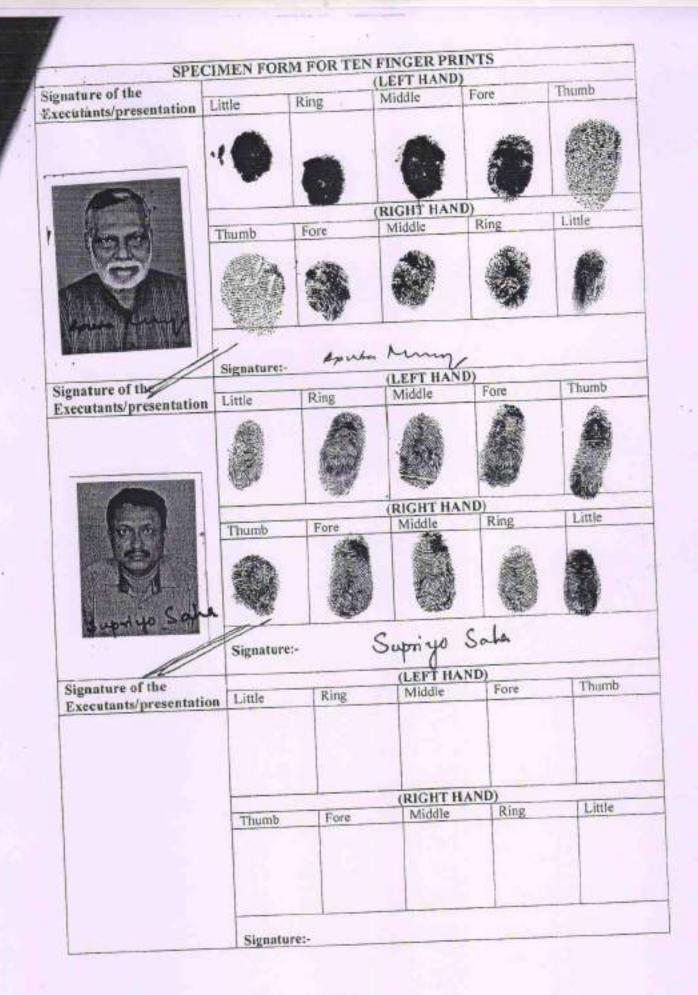
SUBRATA MUKHERJEE ADVOCATE Durgapur Court Enroll No.- WB/506/2007

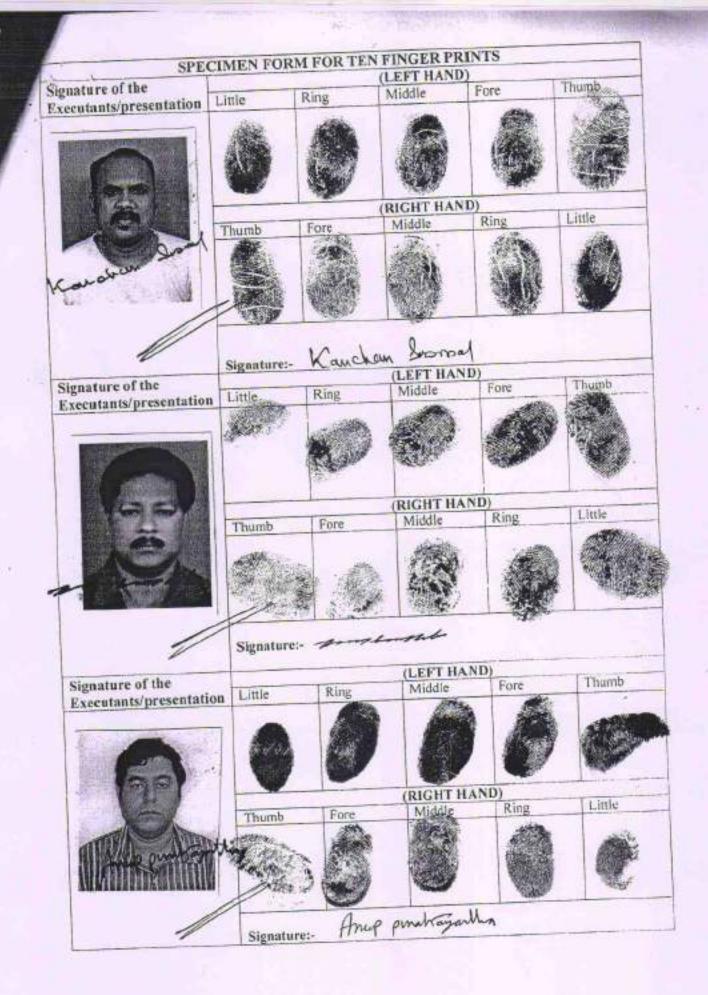












Govt. of West Bengal Directorate of Registration & Stamp Revenue e-Challan

192019200165992831

Payment Mode

Online Payment

GRN Date: 27/01/2020 18:28:23

Bank:

AXIS Bank

BRN:

14187362

BRN Date: 27/01/2020 18:30:47

DEPOSITOR'S DETAILS

ld No.: 02060000144995/3/2020

Name:

PANSAS BUILDERS AND DEVELOPERS

Contact No.:

PRIVATE LIMITED

Mobile No.:

+91 9647500145

E-mail:

Address:

City Centre Durgapur PIN 713216

Applicant Name:

Mr. SUBRATA MUKHERJEE

Office Name:

Office Address:

Status of Depositor:

Buyer/Claimants

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement

Payment No 3

PAYMENT DETAILS

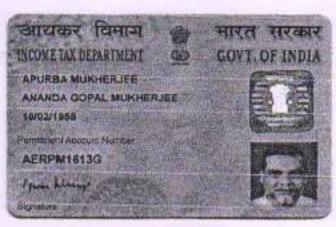
SI. No.	Identification No:	Head of A/C Description	Head of A/C	Amount[₹]
1	02060000144995/3/2020	Property Registration-Stamp duty	0030-02-103-003-02	70011
2	02060000144995/3/2020	Property Registration Registration . Fees	0030-03-104-001-16	900014 -

Total

970025

In Words:

Rupees Nine Lakh Seventy Thousand Twenty Five only



Armes king



HIT IN THE PERMANENT ACCOUNT NUMBER



AHOPP4591L

RMAIN THE ANUP PURAKAYASTHA

AB IN THE SATHERS NAME CHANDRAJIT PURAXAYASTHA

WITH SHEE MATE OF BIRTH 30-08-1968

Anup pural symples

Ellew

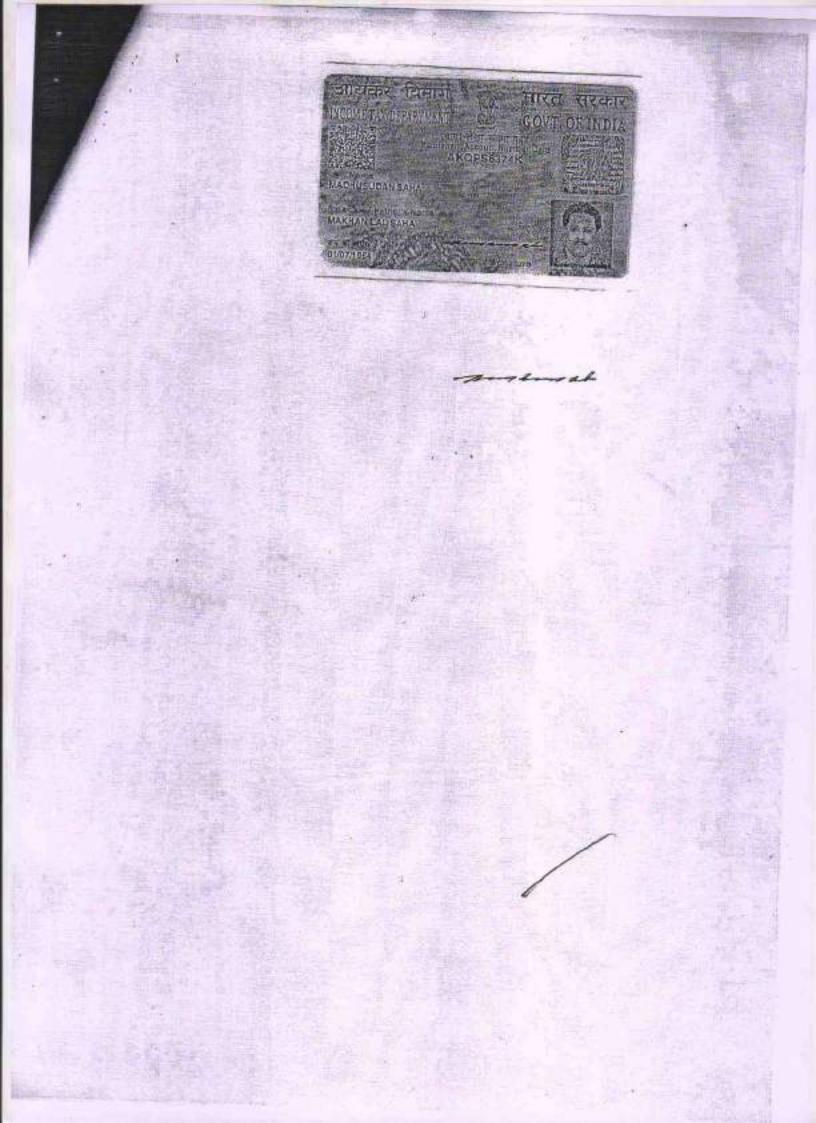
MANUAL SERVED, 428-151.

COMMISSIONER OF INCOME-TAX, W.S. -III

इस कार्ड के जो / जिल जाने यह सुम्मा कारी करने धले सहितकरी को सुवित / मानल कर वें मंद्रक आवसर आयुक्त(पद्मीत पर्व शामनीती), की 7 . चीनची प्रवसायक WORTH - 700 000.

To now this sand is bestfound, bloody inforceration to the insuling wetherity t Joint Communicace of Income-tra (Systems & Technical). P-7,

Chowringhes Square, Calcutts- 703 865.





Supriyo Saha

Major Information of the Deed

Deed No :	1-0206-00447/2020	Date of Registration 28/01/2020		
Query No / Year	0206-0000144995/2020	Office where deed is registered		
Query Date	24/01/2020 8:23:45 PM	A.D.S.R. DURGAPUR, District: Burdwan		
Applicant Name, Address & Other Details	SUBRATA MUKHERJEE Pursha, Thana: Durgapur, Distric Status: Advocate	et : Burdwan, WEST BENGAL, Mobile No. : 7797737722,		
Transaction		Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 9,00,00,000/-]		
Set Forth value		Market Value		
Rs. 7/-		Rs. 16,23,28,371/-		
Stampouty Paid(SD)		Registration Fee Paid		
Rs. 75,011/- (Article:48(g))	.44	Rs. 9,00,014/- (Article:E, E, B)		
Remarks Received Rs. 50/- (FIFTY only) from the applicant for issuing the assemble area)				

Land Details :

District: Burdwan, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: Nachan Road (Benachity), Road Zone: (On Road - On Road), Mouza: Viringi, Jl No: 119, Pin Code: 713213

Sch	Plot Number	Khatian	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (in Rs.)	Other Details
	LR-1655 (RS:-257)	LR-2424	Other Commerci al Usage	8astu	19 Dec	1/-	6,29,43,653/-	Width of Approach Road: 44 Ft., Adjacent to Metal Road,
L2	LR-1656 (RS:-2829)	LR-2424	Other Commerci al Usage	Bastu	3 Dec	1/-	99,38,472/-	Width of Approach Road: 44 Ft., Adjacent to Metal Road,
L3	LR-1658	LR-2424	Other Commerci al Usage	Bastu	2 Dec	1/-	66,25,648/-	Width of Approach Road: 44 Ft., Adjacent to Metal Road,
L4	LR-1659 (RS:-258)	LR-2424	Other Commerci al Usage	Bastu	3 Dec	1/-	99,38,472/-	Width of Approach Road: 44 Ft., Adjacent to Metal Road,
L5	LR-1660 (RS:-258)	LR-2424	Other Commerci al Usage	Bastu	10 Dec	1/-	3,31,28,239/-	Width of Approach Road: 44 Ft., Adjacent to Metal Road,
L6	LR-1661 (RS:-257)	LR-2424	Other Commerci al Usage	Bastu	10 Dec	1/-	3,31,28,239/-	Width of Approach Road: 44 Ft., Adjacent to Metal Road,

 LR-1662 (RS :-257)	The second second second	Other Commerci al Usage	Bastu	2 Dec	1/-		Width of Approach Road: 44 Ft., Adjacent to Metal Road,
	TOTAL:			49Dec	71-	1623,28,371 /-	
Grand	Total:	1		49Dec	7 /-	1623,28,371 /-	

Land Lord Details :

0	Name, Address, Photo, Finger p	rint and Signa	ure de la company				
ğ	Name	Photo	Finger Print	Signature			
M (P SG B)	Mr APURBA MUKHERJEE (Presentant) Son of Late ANANDA GOPAL MUKHERJEE Executed by: Self, Date of Execution: 28/01/2020 , Admitted by: Self, Date of Admission: 28/01/2020 ,Place : Office			Aponta Array			
	The second secon	39/01/2620	2M91/2028	28/41/2020			
	Resident Of Bhiringl, Aurobindo Pally, P.O:- Benachity, P.S:- Durgapur, Durgapur, District:- Burdwan, West Bengal, India, PIN - 713213 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AERPM1613G, Aadhaar No: 60xxxxxxxx0346, Status: Individual, Executed by: Self, Date of Execution: 28/01/2020 , Admitted by: Self, Date of Admission: 28/01/2020, Place: Office						

Developer Details :

SI No	Name, Address, Photo, Finger print and Signature
1	PANSAS BUILDERS AND DEVELOPERS PRIVATE LIMITED CA-15, BLOCK—"URVASHI COMPLEX" Tarasankar Sarani, P.O:- City Centre, P.S:- Durgapur, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713216, PAN No.:: AAFCP2168J, Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

Name, Address, Photo, Finger print and Signature Photo Finger Print Signature Mr KANCHAN SASMAL Son of Late ACHINTYA KUMAR SASMAL Karohan Swamy Date of Execution -28/01/2020, , Admitted by: Self, Date of Admission: 28/01/2020, Place of Admission of Execution: Office Qtr. No.-2/7, Bharati Road, P.O:- B Zone, P.S:- Durgapur, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713205, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BCAPS6508L, Aadhaar No: 43xxxxxxxx1367 Status: Representative, Representative of: PANSAS BUILDERS AND DEVELOPERS PRIVATE LIMITED (as DIRECTOR) Name Photo Finger Print Signature Mr MADHUSUDAN SAHA Son of Late MAKHAN LAL SAHA 22-02-1 Wh Date of Execution -28/01/2020, , Admitted by: Self, Date of Admission: 28/01/2020, Place of Admission of Execution: Office 29/01/2015 25/01/2020 M3/3 Ramkrishna Pally, Gurudwara Road, P.O.- Benachity, P.S.- Durgapur, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713213, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKQPS6374K, Aadhaar No: 57xxxxxxxx4564 Status : Representative, Representative of : PANSAS BUILDERS AND DEVELOPERS PRIVATE LIMITED (as DIRECTOR) Name! Photo. Finger Print Mr ANUP PURAKAYASTHA Son of Late CHANDRAJIT Amp pulsaguithe PURAKAYASTHA Date of Execution -28/01/2020, , Admitted by: Self, Date of Admission: 28/01/2020, Place of Admission of Execution: Office 3/19 Sepco Township, P.O:- B Zone, P.S:- Durgapur, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713205, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.::

AHOPP4591L, Aadhaar No: 68xxxxxxxx6376 Status : Representative, Representative of : PANSAS

BUILDERS AND DEVELOPERS PRIVATE LIMITED (as DIRECTOR)

Name	Photo	Finger Print	Signature
Mr SUPRIYO SAHA Son of Late SANTOSH KUMAR SAHA Date of Execution - 28/01/2020, , Admitted by: Self, Date of Admission: 28/01/2020, Place of Admission of Execution: Office			Suprize Sahe
	Jan 28 2029 1;59PM	LTI 28/01/0020	28/01/2020

2/12, Rocky Path, P.O:- City Center, P.S:- Durgapur, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713216, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: CQOPS5785C, Aadhaar No: 69xxxxxxxxx0976 Status: Representative, Representative of: PANSAS BUILDERS AND DEVELOPERS PRIVATE LIMITED (as DIRECTOR)

Name Water State of the State o	Photo	Finger Print	Signature
Mr SURAJIT MONDAL Son of Mr MANORANJAN MONDAL Angadpur, P.O:- Angadpur, P.S:- Coke Oven, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713215			Sumpit Marco.
	28/01/2020	28/01/2020-	28/01/2020

	far of property for I	1 Company of the comp
No	From	To. with area (Name-Area)
	Mr APURBA MUKHERJEE	PANSAS BUILDERS AND DEVELOPERS PRIVATE LIMITED-19 Dec
Trans	fer of property for I	2 The second of
SI.No	From	To. with area (Name-Area)
1	Mr APURBA MUKHERJEE	PANSAS BUILDERS AND DEVELOPERS PRIVATE LIMITED-3 Dec
Trans	fer of property for L	
	From	To. with area (Name-Area)
1	Mr APURBA MUKHERJEE	PANSAS BUILDERS AND DEVELOPERS PRIVATE LIMITED-2 Dec
Transf	er of property for L	4 Control of the Cont
SI.No	From	To, with area (Name-Area)
1	Mr APURBA MUKHERJEE	PANSAS BUILDERS AND DEVELOPERS PRIVATE LIMITED-3 Dec
Transf	er of property for L	5 - Charles and the state of th
SI.No	From	To. with area (Name-Area)
1	Mr APURBA MUKHERJEE	PANSAS BUILDERS AND DEVELOPERS PRIVATE LIMITED-10 Dec
Transf	er of property for L	6.
SI.No		To. with area (Name-Area)
	Mr APURBA MUKHERJEE	PANSAS BUILDERS AND DEVELOPERS PRIVATE LIMITED-10 Dec
Transfe	er of property for L	
SI.No	From	To. with area (Name-Area)
	Mr APURBA MUKHERJEE	PANSAS BUILDERS AND DEVELOPERS PRIVATE LIMITED-2 Dec

Land Details as per Land Record

District: Burdwan, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: Nachan Road (Benachity), Road Zone: (On Road - On Road), Mouza: Viringi, Jl No: 119, Pin Code: 713213

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1655, LR Khatian No:- 2424	Owner:অপূর্ব মুখার্মী, Gurdian:আনন গোণা, Address:নিজ , Classification:বাত, Area:0.19000000 Acre,	Mr APURBA MUKHERJEE
L2	LR Plot No:- 1656, LR Khatian No:- 2424	Owner:অপূর্ব মুখার্মী, Gurdian:আনন গোণা, Address:নিজ , Classification:বাস্ত, Area:0.030000000 Acre,	Mr APURBA MUKHERJEE
L3	LR Plot No:- 1658, LR Khatian No:- 2424	Owner:অপূর্ব মুখালী, Gurdien:আনন্ (গাণা, Address:নিজ , Classification:বাস্ত, Area:0.020000000 Acre,	Mr APURBA MUKHERJEE
L4	LR Plot No:- 1659, LR Khatlan No:- 2424	Owner:অপূর্ব মুখার্কী, Gurdian:আনদ গোদা, Address:নিজ , Classification:বাস্ত, Area:0.03000000 Acre,	Mr APURBA MUKHERJEE

16	LR Plot No:- 1660, LR Khatian No:- 2424	Address: নিজ , Classification: ব্যুব,	Mr APURBA MUKHERJEE
LO	LR Plot No:- 1661, LR Khatlan No:- 2424	Owner:অপূর্ব মুখালী, Gurdian:আনন্ গোণা, Address:শিজ , Classification:বাস্ত, Area:0.10000000 Acre,	Mr APURBA MUKHERJEE
L/-	LR Plot No:- 1662, LR Khatian No:- 2424	Owner:অপূর্ব মুখালী, Gurdian:আনন গোণা, Address:নিজ , Classification:বাস্ত, Area:0.020000000 Acre,	Mr APURBA MUKHERJEE

27/-01-2020

ertificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 16,23,28,371/-



Partha Balraggya

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. DURGAPUR

Burdwan, West Bengal

On 28-01-2020

Cortificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules 1952)

Presented for registration at 13:25 hrs on 28-01-2020, at the Office of the A.D.S.R. DURGAPUR by Mr APURBA MUKHERJEE , Executant.

Admission of Execution (Under Section 58; W.B. Registration Rules, 1962)

Execution is admitted on 28/01/2020 by Mr APURBA MUKHERJEE, Son of Late ANANDA GOPAL MUKHERJEE, Resident Of Bhiringi, Aurobindo Pally, P.O: Benachity, Thana: Durgapur, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713213, by caste Hindu, by Profession Business

Indetified by Mr SURAJIT MONDAL, , , Son of Mr MANORANJAN MONDAL, Angadpur, P.O: Angadpur, Thana: Coke Oven. , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713215, by caste Hindu, by profession Law Clerk

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 28-01-2020 by Mr KANCHAN SASMAL, DIRECTOR, PANSAS BUILDERS AND DEVELOPERS PRIVATE LIMITED (Private Limited Company), CA-15, BLOCK -"URVASHI COMPLEX" Tarasankar Sarani, P.O:- City Centre, P.S:- Durgapur, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713216

Indetified by Mr SURAJIT MONDAL, . , Son of Mr MANORANJAN MONDAL, Angadpur, P.O: Angadpur, Thana: Coke Oven, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713215, by caste Hindu, by profession Law Clerk

Execution is admitted on 28-01-2020 by Mr MADHUSUDAN SAHA, DIRECTOR, PANSAS BUILDERS AND DEVELOPERS PRIVATE LIMITED (Private Limited Company), CA-15, BLOCK -*URVASHI COMPLEX* Tarasankar Sarani, P.O:- City Centre, P.S:- Durgapur, Durgapur, District-Burdwan, West Bengal, India, PIN - 713216

Indetified by Mr SURAJIT MONDAL, , , Son of Mr MANORANJAN MONDAL, Angadpur, P.O: Angadpur, Thana: Coke Oven, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713215, by caste Hindu, by profession Law

Execution is admitted on 28-01-2020 by Mr ANUP PURAKAYASTHA, DIRECTOR, PANSAS BUILDERS AND DEVELOPERS PRIVATE LIMITED (Private Limited Company), CA-15, BLOCK —"URVASHI COMPLEX" Tarasankar Sarani, P.O:- City Centre, P.S:- Durgapur, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713216

Indetified by Mr SURAJIT MONDAL, , , Son of Mr MANORANJAN MONDAL, Angadpur, P.O: Angadpur, Thana: Coke Oven, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713215, by caste Hindu, by profession Law Clerk

Execution is admitted on 28-01-2020 by Mr SUPRIYO SAHA, DIRECTOR, PANSAS BUILDERS AND DEVELOPERS PRIVATE LIMITED (Private Limited Company), CA-15, BLOCK —"URVASHI COMPLEX" Tarasankar Sarani, P.O:- City Centre, P.S:- Durgapur, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713216

Indetified by Mr SURAJIT MONDAL, , , Son of Mr MANORANJAN MONDAL, Angadpur, P.O: Angadpur, Thana: Coke Oven, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713215, by caste Hindu, by profession Law Clerk

nt of Fees

petition that required Registration Fees payable for this document is Rs 9,00,014/- (B = Rs 9,00,000/-,E = Rs 14/-)

Registration Fees paid by Cash Rs 0/-, by online = Rs 9,00,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/01/2020 6:30PM with Govt. Ref. No: 192019200165992831 on 27-01-2020, Amount Rs: 9,00,014/-, Bank: AXIS Bank (UTIB00000005), Ref. No. 14187362 on 27-01-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,011/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 70,011/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 3342, Amount: Rs.5,000/-, Date of Purchase: 27/01/2020, Vendor name:

Somnath Chatteriee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/01/2020 6:30PM with Govt. Ref. No: 192019200165992831 on 27-01-2020, Amount Rs: 70,011/-, Bank: AXIS Bank (UTIB00000005), Ref. No. 14187362 on 27-01-2020, Head of Account 0030-02-103-003-02

-ba-

Partha Bairaggya
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
Burdwan, West Bengal

cate of Registration under section 60 and Rule 69.
stered in Book - I
jume number 0206-2020, Page from 16721 to 16755
eing No 020600447 for the year 2020.



D#_

Digitally signed by PARTHA BAIRAGGYA Date: 2020.02.13 15:46:03 +05:30 Reason: Digital Signing of Deed.

(Partha Bairaggya) 2020/02/13 03:46:03 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. DURGAPUR West Bengal.

(This document is digitally signed.)