

S/L No. 4137/2

I - 3861/2021



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

G 219756

Endorsement sheet and signature sheet attached with the document are Part of the Document

Addl. Dist. Sub-Registrar
Chandannagar, Hooghly

28 OCT 2021

Sunita Chatterjee

Abhramita Chatterjee

PHOENIX

Prabhu Mondal

Payamanthi Mondal

Sukla Mondal

Supratim Mondal

Partners

DEVELOPMENT AGREEMENT CUM POWER OF ATTORNEY

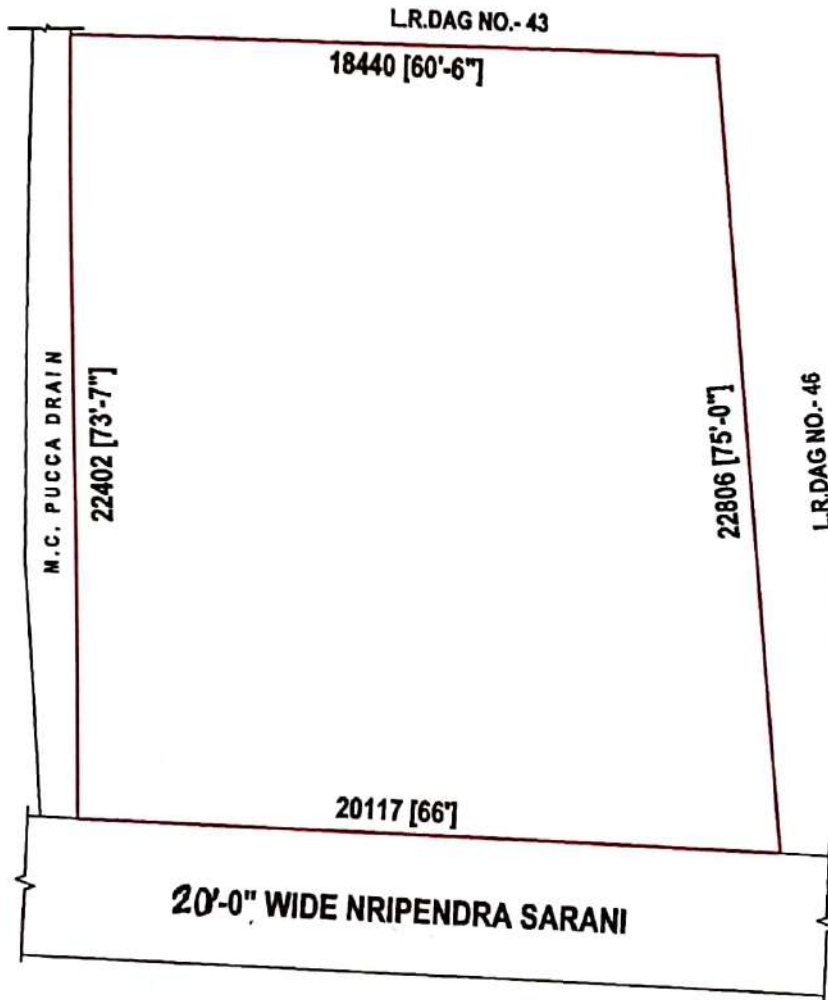
For the Bastu land measuring 06 Cottah 08 Chhatak 15 Sq.f., thereon appertaining to, R.S. Dag No. 27 of R.S. Khatlan No. 12, corresponding to L.R. Dag No. 44 of L.R. Khatlan No. 2800, 2799, situated at Nripendra Sarani, Kolupukur Panchanantala, under Mouza & P.S. Chandernagore, J.L. No. 1, Sheet No. 11, Holding No. 1099 of Ward No. 9, within the ambit of Chandernagore Municipal Corporation, in the District of Hooghly.

This Development Agreement cum Power of Attorney is executed on this 28th day of October 2021

DEED PLAN

**OF R.S. DAG NO.- 27; R.S. KHATIAN NO.- 12, L.R. DAG NO.- 44; L.R. KHATIAN NO.- 98 AKRI,
345/1 AKRI, 1203/1 AKRI; WARD NO.- 9 ; HOLDING NO.- 1099;
MOUZA & P.S. - CHANDANNAGAR , J.L NO.-1, SHEET NO.- 11
AT NRIPENDRA SARANI, UNDER CHANDERNAGORE MUNICIPAL CORPORATION,
DIST.-HOOGHLY.**

AREA OF THE LAND-6 KH. -08 CH. - 15 SQ.FT. OR 0.1078 ACRE
LAND AREA SHOWN THUS RED



PHOENIX

Prabam Mondal

Payasaanthi Mondal

Sukla Mondal

Supratim Mondal

Partners

SIGNATURE OF THE PURCHASER(S)

DRAWN BY AS DIR.

Sumita Chatterjee

Paramita Chatterjee
SIGNATURE OF THE VENDOR(S)

Chaitali Deo
CHAITALI DEY
Registered L.B.S. of C.M.C
Registration No. 241

Sumita Chatterjee
Paramita Chatterjee

PHOENIX

Prabon Mondal
Payamanthi Mondal
Sukho Mondal
Subroto Mondal
Partners

WHEREAS a piece and parcel of Bastu land measuring 06 Cottah 08 Chhatak 15 Sq.ft. with two storied building appertaining to R.S. Khatian No. 12, R.S. Dag No. 27, under Mouza, P.S. & Municipal Corporation Chandernagore, J.L. No. 1, Sheet No. 11, Holding No. 1099, Ward No. 9, situated at Nripendra Sarani, Chandernagore, Hooghly originally belonged to Basudeb Ghosh. He died intested on 19.05.1978 leaving behind his wife Smt. Archana Ghosh and only married daughter Smt. Chinmoyee Dey and only son Subhas Ghosh to inherit the said property by way of legal and natural inheritance. Thereafter said Smt. Archana Ghosh also died intestate on 20.10.1989 leaving behind her above referred son and daughter to inherit the property in equal share by way of legal and natural inheritance.

AND WHEREAS thereafter the said Subhas Ghosh and Chinmoyee Dey transferred the property in favour of Binoy Kumar Chatterjee by virtue of a Registered Deed of Sale bearing No. 1328, dated 13.03.1997, registered in the office of D.S.R. II, Chinsurah, Hooghly under Book No. I, Volume No. 26, within pages 209 to 216 whereby Binoy Kumar Chatterjee became the absolute owner of the same.

AND WHEREAS said Binoy Kumar Chatterjee died intestate on 21.10.2015 leaving behind Smt. Sumita Chatterjee and Paramita Chatterjee as wife and daughter respectively being the Party of the First Part hereof along with his mother viz. Gouri Rani Chatterjee as his legal heirs and successors to inherit the schedule below property 1/3rd share each by way of legal and natural inheritance.

AND WHEREAS said Gouri Rani Chatterjee died intestate on 23.04.2017 leaving behind Anjana Chatterjee, her only daughter and Smt. Sumita Chatterjee & Paramita Chatterjee as daughter-in-law and granddaughter respectively being the Party of the First Part hereof to inherit her 1/3rd share over the schedule below property by way of legal and natural inheritance.

-:4:-

Sumita Chatterjee
Paramita Chatterjee

PHOENIX

Prabhu Mondal
Paramanathi Mondal
Sukla Mondal
Subratim Mondal
Partners

AND WHEREAS in the aforesaid matter aforesaid Smt. Sumita Chatterjee and Paramita Chatterjee became joint owners of 8/9th share i.e. 1/3rd share each by way of inheritance on demise of Binoy Kumar Chatterjee and 1/9th share each by way of inheritance on demise of Gouri Rani Chatterjee respectively and said Anjana Chatterjee became the owner of 1/9th share by way of inheritance on demise of her mother Gouri Rani Chatterjee as per Hindu Succession Act, 1956.

AND WHEREAS said Anjana Chatterjee also gifted her 1/9th share in favour of Smt. Sumita Chatterjee and Paramita Chatterjee by dint of a Registered Deed of Gift being No. 1632, dated 23.06.2021 recorded in the office of A.D.S.R., Chandannagar recorded in Book No. I, Volume No. 0604-2021, within pages 62735 to 62757 for the year 2021 whereby said Smt. Sumita Chatterjee and Paramita Chatterjee became the joint owner of the scheduled below property having equal share therein.

AND WHEREAS after acquiring the property in the aforesaid matter Party of the First Part are in peaceful possession therein after mutating their names in the L.R. Record of Rights vide L.R. Khatian No. 2800, 2799 and also in the Assessment Register of Chandernagore Municipal Corporation against Holding No. 1099, Ward No. 9 after necessary correction/modification therein and paying Rent & Taxes in their names. The Property is free from all sorts of encumbrances and the present Executants are in peaceful possession therein having every right, title interest.

AND WHEREAS the Land Owners Sumita Chatterjee and Paramita Chatterjee decided to construct one Multistoried building on the schedule mentioned property and in search of one experienced and financially capable Developer for the aforesaid purpose. The Developer Firm being known about the intention of the Land Owners came forward and approached the Land Owners to Develop the Schedule property to construct one

-:5:-

Sumita Chatterjee
Paramita Chatterjee

PHOENIX

Prabhu Mondal
Payamanti Mondal
Sukla Mondal
Supratim Mondal
Partners

Multistoried building of at least five storied residential Flats and commercial spaces and garage spaces on the Schedule mentioned property and after considering the proposal of the Developer agreed to execute one Development in the terms and conditions mentioned herein below:

DEFINITIONS:

The terms in the presents shall unless there be contrary or repugnant to the context, mean and include the following:

1) **ARBITRATOR(S):-** shall mean the Arbitrator(s) to be appointed by the Land Owners and the Developer.

2) **ARCHITECTS:** - shall mean such architects as may be appointed as the architects by the Developer for planning, designing, rendering etc. all technical inputs in the project.

3) **BLOCK:** - shall mean building having different sizes of flats space/commercial space and car parking space, common facilities and amenities and such other rooms, common toilets and other portions as the architects may decide.

4) **COMMON EXPENSES:** - shall mean and include all expenses to be incurred by the Unit Owners for the management, maintenance and upkeep of the New Building(s) and/or the common portions therein and/or premises and/or the expenses for common purposes of the Unit owners.

5) **COMMON PORTIONS:** - shall mean all the common areas and installations to comprise in the New Building(s) and the premises, after the development, including staircase, landings, lobbies, corridors, lifts, lift machines rooms, passage, path ways, boundary walls, room for water pumps, common toilet on the ground floor, tube wells, underground water reservoirs, overhead water tanks, water pumps with motors, electrical plumbing and other installations and facilities and service areas etc. which the Owners and the Developer may decide from time to time by mutual agreement.



-:6:-

Sunita Chatterjee
Abhramika Chatterjee

PHOENIX

Prabhu Mondal
Payanantini Mondal
Sukla Mondal
Supratim Mondal
Partners

6) **COMMON PURPOSES:** - shall mean all acts, deeds and things as are necessary for ensuring the beneficial use of the New Building and/or Buildings, by the Unit Owners, in common.

7) **COMPLETION CERTIFICATE:** - shall mean and include full partial certificate granted under the Chandernagore Municipal Corporation and/or any other relevant authority or authorities.

8) **COVERED AREA:** - shall mean the entire covered area as may be sanctioned by the Municipal Corporation and shall include the plinth area of the Unit including the plinth area of the bathrooms and balconies and open terraces if any, appurtenant thereto and also the thickness of the common portions PROVIDED THAT if any wall be common between 2 (Two) Units, then 1/2 (One Half) of the area under such wall shall be included in each Unit.

9) **SUPER BUILT UP AREA:** - of a unit shall mean the built-up area of the unit together with its proportionate share of the staircases, landings, passages, and like share in all constructed areas and each such unit shall be entitled to full advantages and right of user.

10) **FORCE MAJEURE:**

A. Force Majeure shall mean shall mean floor, earthquake, riot, war, storm, tempest, civil commotion, strike, lockout, labour unrest, non availability of electricity, want of water, delay for installation of lift, any legal disturbances and/or any other acts or commission beyond the control of the parties hereto affected thereby and also non-availability of essential materials like cement, steel, stone chips, brick, sand etc.

B. The parties hereto shall not be considered to be liable for any obligations here above to the extent that the performance of the relative obligations prevented by the existence of the 'Force Majeure' shall be suspended from the obligation during the period of this "Force Majeure".



-:7:-

Swarnita Chatterjee
Paromita Chatterjee

PHOENIX
Prasen Mondal
Payamanthi Mondal
Sikha Mondal
Supratim Mondal
Partners

C. In the event of Land owners committing breach of any of the terms and conditions herein contained of delay in delivery of possession of the said premises as hereinbefore stated the Developer shall be entitled to and the Land owner shall be liable to pay such losses and compensation as shall be reasonably settled between the parties PROVIDED HOWEVER, if such delay shall continue for a period of 6 months then and in that event in addition to any other right which the Developer may have against the Land owner and the Developer shall be entitled to sue the land owner for a specific performance of this Agreement or to rescind or cancel this agreement or claim/refund of all the moneys paid and/or incurred by the Developer with the interest at the rate according to the Nationalized Banks and such losses and damages which the Developer may suffer in future.

11) LAND: - shall mean the land comprises in the premises more fully described in the First Schedule hereunder written.

12) CORPORATION: - shall mean the Chandernagore Municipal Corporation and shall include other concerned authorities which may recommend or comment upon approval and/or sanction of the plans.

13) NEW BUILDINGS: - shall mean multi-storied building having several Blocks of the Buildings proposed to be constructed on the premises by the Developer in pursuance hereof.

14) PARKING SPACES: - shall mean the space in the basement (if any) and/or on the ground floor of the New Building(s) as also in the open space surrounding the New Building(s), capable of being used for parking of motor cars (medium size) and two wheelers.

15) PLANS: - shall mean the plans of the New Building(s) as prepared by the Developer and to be sanctioned and approved by the Chandernagore Municipal Corporation and shall also, however the context permits, include such plans, drawings, designs, elevations for utilizing the premises under the rules of

:-8:-

Sunita Chatterjee
Prakrmita Chatterjee

PHOENIX

Prabhu Mondal
Payanamathi Mondal
Sukla Mondal
Supratim Mondal

Partners

the Corporation from time to time, including various modifications therein, if any.

16) PREMISES: - shall mean the construction, sheds and structures TOGETHER WITH the pieces or parcels of Land there unto belonging and on which the same are erected and butted administering on the portion of the land situated at Ward No. 9 of the Chandernagore Municipal Corporation, P.S. Chandernagore, Dist. Hooghly, more fully described in the First Schedule hereunder written and shall also include the New Building(s) to be constructed thereon, wherever the context permits.

17) PROJECT: - shall mean the work of the development undertaken and to be done by the Developer in pursuance hereof, till the development of the premises be completed and possession of the Unit be taken over by the Unit owners.

18) PROPORTIONATE: - with all its cognate variations shall mean such ratio i.e. the Covered Area of any Unit or Units be in relation to the Covered Area of all the Units in the New Building(s).

19) UNIT: - shall mean any residential flat, shop, commercial or other Covered Area in the New Building(s) which is capable of being exclusively owned used and/or enjoyed by any Unit Owners.

20) UNIT OWNERS: - shall according to its context mean all Owners of different Units in the New Building(s) including the Developer and the Owners in respect of such Units as may remain unsold or be retained by them respectively.

21) ADVOCATE: - shall mean the Advocate for the entire project as appointed by the Developer.

REPRESENTATION OF THE OWNERS:



:-9:-

*-sumita chatterjee
Rakamita chatterjee*

PHOENIX

Fraheem Mondal

Payananthi Mondal

Saida Mondal

Sujatim Mondal

Partners

The Land Owners have represented to the Developer and the Developer acted on the basis of representation made by the Owners as follows: -

A) The entire premises as described in the First Schedule herein below is in the khas possession of the Owners to the execution of all others.

B) There are no suits and/or proceedings and/or litigations pending in respect of the premises or any part thereof.

C) No person other than the Owners have any right, title and/or interest of any nature whatsoever in the schedule property or any part thereof.

D) The right, title and interest of the Owners in the Schedule property are free from all encumbrances whatsoever and the Owners have a good marketable title thereto.

E) The Owners have already mutated/recorded their names as Owners in the L.R.R.O.R. as well as in the Assessment record of Chandernagore Municipal Corporation and before the other authority (ies). The Owners have already obtained fresh copies of mutated parchas in their own names.

F) Neither the Schedule mentioned property nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law or due to income tax revenue or any other public demand or in any other Law for the time being in force.

G) The Land Owners have not executed any document or have not do any act whereby the right, title and interest of the Land Owners as to the entitlement, use, development and enjoyment thereof is or may be affected in any manner whatsoever.

H) There is no wakf, tomb, mosque, burial ground, temple and/or any charge or encumbrances relating to or on the schedule mentioned property or any part thereof.



Sunita Chatterjee
Rohamita Chatterjee

PHOENIX
Prabhu Mondal
Payamanthi Mondal
Sakla Mondal
Supratim Mondal
Partners

I) The Land owners are not holding any excess vacant land within the meaning of the West Bengal Land Reforms Act, 1955.

J) The Land owners hereby undertake to clear the arrears of Municipal Tax and land Revenue, if any, and the penalty and costs, if any at their own costs up to the date of this presence.

K) The Land owners shall have its names mutated in the relevant Govt. Department(s) and as the property is a Bastu property by classification of Lands there is no bar upon the Developer to construct the Housing Complex as well as obtain the necessary permission, if applicable.

L) The Developer have seen and examined the title of the Land owners in respect of the schedule mentioned property and thereafter the Developer have agreed to develop the said premises in the terms of the Agreement provided however, if at any time in future, there shall be any claims or defects found in the title of the Land Owners, the Land owners will take all efforts to rectify the same at the earliest for which the costs and charges, if any, shall be borne by the Land Owners.

M) If the Sale tax or Service tax or any other tax is imposed by the Govt. the same will be initially paid by the Developer and the Land Owners in proportion to their respective allocations and shall be recoverable from the intending purchasers of the constructed and/or covered areas.

CLAUSE AND CLAUSES HEADINGS

The clause and paragraph headings in the Agreement are for case of reference only and shall not be taken into the account in the construction of interpretation of any covenant, conditions or provision to while they refer.

AGREEMENT

Relying on the aforesaid representations made by the Land owners and in view of the desire of the Land owners to develop

:11:

securita chatterjee
Pabamita Chatterjee

PHOENIX

Prabhu Mondal

Payamanthi Mondal

Sukla Mondal

Supratim Mondal

Partners

the premises, the Land Owners and the Developer have agreed to enter into this Development Agreement with each other for carrying out the works as herein contained, on the terms and conditions hereunder written.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH and it is hereby agreed and declared by the parties as follows:

BASIC AGREEMENT

The Owners and the Developer have entered into this Agreement for the purpose of commercial exploitation of the aforesaid properties on the terms and conditions hereunder contained. From the Commencement Date the Developer will have exclusive right of development of the premises subject to the terms and conditions stated herein.

COMMENCEMENT AND TENURE

It is made clear that this Agreement shall commence and/or become effective from the date of execution of this Agreement hereinafter called the "COMMENCEMENT DATE".

This Agreement shall continue to be in force for a period of 36 months from the date of sanction of the Building Plan by the Chandernagore Municipal Corporation or from the date of execution of this Agreement, whichever is later. However the parties herein have decided to extend such period of another 6 MONTHS or such extended period, the Land Owners during the extended periods shall not entitled to rescind or cancel this Agreement without the prior written consent of the Developer or also not entitled to claim any extra amount or extra benefits or compensation for delay from the Developer.

MODALITIES

TITLE DOCUMENTS of the Land owners have already been handed over, like Xerox copies of the Title Deeds of the premises to the Developer and shall be entitled to take



Sanmita Chatterjee
Paromita Chatterjee

PHOENIX

Prabon Mondal

Payananthi Mondal

Sukla Mondal

Supratim Mondal

Partners

inspection of the original Title Deeds, parchas, Municipal tax receipts and other related papers to the Developer who will hold and keep it in the safe custody and also allow the necessary inspection of the original documents to the intending purchasers. Owners or Purchaser(s) of the Owners' allocated area, bank, financial institutions, Corporation, Govt. bodies and any other agencies as may be required from time to time.

TITLE

The Land owners hereby undertake and assure that they shall be liable and responsible for any latent defect in the title of the premises and will be responsible for remedying such defects and in this regard the Land owners hereby indemnify and undertake and agree to keep the Developer indemnified from and against all losses and damages which the Developer may suffer on account of such defect on title.

SURVEY

Immediately hereafter the Developer will cause survey of soil testing and prepare the plans for construction of the New Building(s) at the premises. At all times during the subsistence of this Agreement the Developer shall be allowed to enter upon the premises for soil testing, survey and all other preparatory works as may be necessary for the purpose of preparing a plan of sanction of construction of the new building(s) on the premises at the cost and expenses of the Developer. It is clarified that upon signing of the Agreement the Land Owners handover possession of the said premises to the Developer.

SITE PLAN

Simultaneously with the execution of this Agreement the Land Owners will deliver to the Developer a Site Plan of the premises clearly indicating therein the total area of the land with measurement of four boundaries.

PLANS

-: 13 :-

Swamita Chatterjee

Paramita Chatterjee

PHOENIX

Prakash Mondal

Sayamanthi Mondal

Sukha Mondal

Supratim Mondal

Partners

The Developer shall prepare a map or plan for submission to the authorities concerned for sanction. While causing to prepare the plans as aforesaid the Developer shall avail of and/or consume/utilize the maximum FAR available on the premises.

PREPARATIONS OF PLANS

The Developer shall finalize the plans with the architects and such finalized plan shall be submitted by the Developer to the Chandernagore Municipal Corporation for necessary sanction at the cost of the Developer. A copy of such sanctioned plan shall be made over to the Land owners.

At the time of submission of the plan to the Chandernagore Municipal Corporation for sanction and also thereafter from time to time (as may be necessary) the Land owners will sign such papers, documents, deeds and undertakings and render such co-operations as be required by the Developer and recommended by the architects for obtaining the sanction of the plan or for the construction and completion of the new Building(s).

The Developer shall be entitled to carry out such additions and alteration to the plan or map as are required by the competent authority (ies).

Immediately upon the plan being sanctioned the Land Owners and the Developer shall mutually determine on two copies of the sanctioned plan their respective allocations in the manner hereinafter stated and put their signature thereon. One of such copies of the sanctioned plan will be taken by the Owners and the other such copy the Developer, such ratio shall apply not only to physical area but to intangible such as market norms, advantages and benefits in the event of any dispute regarding allocation, the same shall be referred to arbitration in the manner hereinafter provided.



-: 14 :-

Sanita Chatterjee
Paramita Chatterjee

PHOENIX

Prabhu Mondal
Pajananthi Mondal
Sukla Mondal
Supratim Mondal

Partners

All fees of the architects for preparation of the plans and for supervision the construction of New Building(s) at the premises and all costs, charges and expenses relating to sanction of the plan by the Chandernagore Municipal Corporation shall be borne, paid and discharged by the Developer alone.

Simultaneously with the execution of this Agreement the Land owners put the Developer in possession of the said First Schedule mentioned property and the Developer shall have and continue to have a charge, lien and possession over the schedule mentioned property to the extent of its allocation and deposits.

On and from the date of receiving possession of the premises till the completion of the project, the Developer shall be entitled to set up temporary site offices and/or quarters for its staffs at a portion of the First schedule mentioned property and shall further be entitled to put up boards and sign advertising the project and post watch and word stall.

The Developer shall be at liberty to do all works as be required for the project and to utilize the water, electricity and telephone connection in the premises at its own risk, costs and expenses. The Developer shall have the right to obtain temporary connection of utilities for the project and the Land owners will sign and execute all papers and documents necessary therefore.

CONSTRUCTION AND COMPLETION

The Developer shall be entitled to construct, erect and complete the new multi-storied Building(s) consisting of several residential flats, units, shops, showrooms, offices, garages and other constructed spaces capable of being held and/or enjoyed independently as per the sanctioned plans.

The Developer shall make construction of the New Building(s) in accordance with the plans that may be sanctioned by the



Susmita Chatterjee
Paramita Chatterjee

PHOENIX

Priloka Mondal

Payamanthi Mondal

Sukho Mondal

Suprotim Mondal

Partners

concerned authorities and as per specifications as be decided by the architect only. The Developer shall install and provide in the New Building(s) water reservoir and other facilities and amenities as per the plan and the specification hereunder written. The cost and deposits payable to WBSEDCL on account of H.T. & L.R. Electricity including the transformers shall be shared and contributed by the Land Owners and the Developer in proportion to their respective allocations. However, the Developer shall be entitled to realize and recover all such charges and expenses from the intending purchaser(s).

The Developer shall bear all costs and expenses for construction and completion of the New Building(s) including all sanction fees expenses and fees of the architects and engineers.

The Developer shall abide by all the laws, bye-laws, rules and regulations of the Government local bodies as the case may be and shall attend to answer and be responsible for any deviation/violation and/or breach, if any of the said laws, bye-laws, rules and regulations and the Owners will not be responsible in any manner whatsoever for any deviation or breach, if any, however the Developer's responsibility in this regard shall be over after obtaining full completion certificate from the relevant authorities and handing over possession of the Land Owners' allocation in phase wise manner as mentioned in this Agreement.

The Developer undertakes to construct the New Building(s) in accordance with the sanctioned plan and undertakes to pay damages penalties and/or compounding fees payable to the authorities concerned for reasons of any fee from all liabilities in this regard.

The Developer shall be authorized in the name of the Land owners in so far as necessary to apply for obtain quota entitlements and other allocations for cement, steel, bricks and

