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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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Endorsement Sheet and Signature Sheet attached with the document are Part of the Document

Add. Dist. Sub-Registra,
Chandannagar, Hooghly

10 JUN 2015

SL - 110547/15

1. NATURE OF DOCUMENT - DEVELOPMENT AGREEMENT
2. DATE : This 10th day of June Two Thousand Fifteen .

নম্বর ২৬৬ তারিখ ইং ১৪/৬/১৫ ২০ ১৫

ক্রমিক নং ~~১৬~~ বিক্রম = ১৩২ - কলিকতা

সাং ~~বঙ্গবাজার~~

থানা ~~চন্দননগর~~

ভেণ্ডার - শ্রী প্রবীর কুমার সাঁতরা

মূল্য ৫০০০/- মোকাস - চন্দননগর কোর্ট

P. Sanha



(Signature)

Addl. Dist. Sub-Registrar
Chandannagar, Hooghly

10 JUN 2015

3. PARTIES :

3.1 OWNER :-

1. SRI BIJOY GUHA MALLICK, son of Late Birendra Nath Guha Mallick, by religion - Hindu (Indian), by occupation - Business, residing at Uttarayan Apartment, P.O.&P.S. Chandernagore, District Hooghly, Pin- 712136 , PAN : ADIPG3332Q , **2. SRI KRISHNA CHANDRA MONDAL** son of Late Sitangshu Sekhar Mondal, by religion - Hindu(Indian), by occupation Business, residing at - Ram Mandir, P. O. Chinsurah (R.S.), P.S.Chinsurah, Dist. Hooghly, Pan Card No. AFCPM4341K, **3. SRI CHANCHAL KUMAR BHATTACHARYA** , son of Late Prafulla Kumar Bhattacharya, by religion -Hindu (Indian), by occupation - Business, residing at -A.C. Chatterjee Bye Lane, P.O. & P.S. Chandernagore, District Hooghly , Pin - 712136, PAN :AEWPB2471A, (Which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, successors, representatives and assigns.) of the **FIRST PART.**

3.2 DEVELOPER :-

SUPREME UDYOG, a Partnership Firm, its having registered office at residing at Lake View Housing Complex, Flat No. D/SF-3, P.O. & P.S. - Chandernagore, District - Hooghly represented by its partners **(1) SRI BIJOY GUHA MALLICK** son of Late Birendra Nath Guha Mallick, by Caste - Hindu, by profession-Business, residing at Lake View Housing Complex, Flat No. D/SF-3, P.O. & P.S. - Chandernagore, District - Hooghly for self and as for Constituted Attorney of other Partners namely **(2) SRI KRISHNA CHANDRA MONDAL**, son of Late Sitangshu Sekhar Mondal, by Caste - Hindu (Indian) ,by

profession- Business, residing at Ram Mandir, P.O. Chinsurah(R.S), P.S. Chinsurah, District- Hooghly. (3) **SRI CHANCHAL KUMAR BHATTACHARYA** son of Prafulla Kumar Battacharya, by Caste - Hindu (Indian), by Profession - Business , residing at A. C. Chatterjee Bye Lane, P .O Chandernagore, District -Hooghly, (4) **SMT. RATNA GUHA MALLICK** wife of Sri Bijoy Guha Mallick, by Caste - Hindu, by profession-Business, residing at Lake View Housing Complex, Flat No. D/SF-3, P.O. & P.S. - Chandernagore, District - Hooghly, (5) **SMT. LIPI BHATTACHARYA** wife of Sri Chanchal Kumar Bhattacharya, by Caste -Hindu (Indian), by Profession - Business, residing at A. C. Chatterjee Bye Lane, P .O Chandernagore, District -Hooghly , (6) **SRI MAINAK MONDAL** son of Sri Dilip Kumar Mondal, by Caste -Hindu (Indian), by Profession Business, residing at Uttarayan, P.O.- Chinsurah (R.S.), P.S. - Chinsurah, District -Hooghly , hereinafter referred to and called as the **"BUILDERS/ DEVELOPERS"** (which expression or term shall unless excluded by or repugnant to the subject or context be deemed to mean and include their legal heirs, successors, administrators, executors, representatives and assign)of the

SECOND PART.

4. TITLE OF THE SUBJECT LAND :

4.1. WHEREAS demarcated Bastu Land with structure admeasuring 3 Cottahs 12 Chittaks appertaining to R.S. Dag No. 247/271 under R.S. Khatian No. 168, Sheet No. 12, within ambit of Mouza & P.S. Chandernagore, District Hooghly originally belonged to Madhu Sudhan Seth and Shibani Seth .

4.2. AND WHEREAS Subsequently said Madhu Sudhan Seth and Shibani Seth transferred the same in favour of Sri Krishna Chaitanya Ghosh and Smt. Gita Rani Ghosh for valuable consideration by

executing a Deed of Conveyance dated 02.02.1976 which was registered at the Office of Sub-Registrar, Chandernagore and recorded in Book No.I, Volume No. 7, Pages 184 to 188 , being No. 232 for the year 1976 and deliver possession.

4.3. AND WHEREAS Said Krishna Chaitanya Ghosh died intestate on 11.07.1989 leaving behind his wife Smt. Gita Rani Ghosh, two sons namely Sri Chinmoy Ghosh and Sri Ranga Nath Ghosh and one daughter namely Ratna Nag as his only legal heirs and successors and said Gita Rani Ghosh got and acquired undivided 1/2 share by way of purchase and undivided 1/8th share by way of inheritance, Sri Chinmoy Ghosh acquired undivided 1/8th share, Ranga Nath Ghosh acquired undivided 1/8th share and Smt. Ratna Nag acquired undivided 1/8th share out of the above mentioned property by way of inheritance and possessed the same jointly.

4.4. AND WHEREAS Subsequently said Smt. Gita Rani Ghosh transferred her undivided 5/8th share in favour of her son Sri Ranga Nath Ghosh by executing a Deed of Gift dated 07.07.2004 which was registered at the Office of Addl. Dist. Sub-Registrar, Chandernagore and recorded in Book No.I, Volume No. 32, Pages 10858 to 10871, being No. 01521 for the year 2004 and deliver possession.

4.5. AND WHEREAS said Sri Ranga Nath Ghosh thus being the owner of undivided 5/8th share of the above mentioned property by the strength of the Deed of Gift and undivided 1/8th share by way of inheritance, transferred the undivided 6/8th share to the present Purchasers by executing a Deed of Conveyance dated 03.11.2008 which was registered at the Office of Addl. Dist. Sub-Registrar, Chandernagore and recorded in Book No.I, Volume No. 6, Pages 1120 to 1134, being No. 2311 for the year 2008 and deliver possession.

4.6. AND WHEREAS said Ratna Nag died intestate on 15.12.1997 leaving behind her husband Sri Gobinda Chandra Nag and one daughter namely Smt. Rimki Basak as her only legal heirs and successors and said legal heirs became the joint owners of undivided 1/8th share out of the above mentioned property by way of inheritance having equal share .

4.7. AND WHEREAS said Sri Gobinda Chandra Nag and Smt. Rimki Basak jointly transferred their undivided 1/8th share out of the above mentioned property in favour of the Present Purchasers by executing a Deed of Conveyance dated 09.04.2007 which was registered at the Office of Addl. Dist. Sub - Registrar, Chandernagore and recorded in Book No.I, Volume No. 2, Pages 5238 to 5253, being No. 00787 for the year 2007 and deliver possession.

4.8. AND WHEREAS said Sri Chinmoy Ghosh thus being the owner of undivided 1/8th share of the above mentioned property transferred the same to the present Vendors by executing a Deed of Conveyance which was registered at the Office of Addl. Dist. Sub-Registrar, Chandernagore being No. 060401120 for the year 2015 and deliver possession.

4.5 That said **SRI BIJOY GUHA MALLICK, SRI KRISHNA CHANDRA MONDAL and SRI CHANCHAL KUMAR BHATTACHARYA** are the absolute owners of the schedule property and possessing, enjoying the same jointly by paying rents and taxes to the Authority Concern .

5. DEFINITIONS:-

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

5.1 **ARBITRATOR(S)** shall mean the arbitrator(s) to be appointed by the Land Owners and the Developer.

5.2 **ARCHITECT(S)** shall mean such architects as may be appointed as the Architect(s) by the Developer for planning, designing, rendering supervision and all technical inputs in the project.

5.3 **BLOCK** shall mean building having different sizes of flats space/ commercial space and car Parking space, common facilities and amenities and such other rooms, if any, which may be used as meter room , common toilet and other portions as the Architects may decide .

5.4 **COMMON EXPENSES** shall mean and include all expenses to be incurred by the Unit owners for the management, maintenance and upkeep of the New Buildings and/or the common portions therein and / or the premises and / or the expenses for common purposes of the Unit Owners.

5.5 **COMMON PORTIONS** shall mean all the common areas and installations to comprise in the new building, and the Premises, after the development, including staircases, landings lobbies, corridors , lifts, lift machine rooms, passages, 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 installation and facilities and service areas etc. except the demarked space allocated for the commercial Owners .

5.6 **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.

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

5.8 **COVERED AREA** shall mean the entire covered area as may be sanctioned by the Chandernagore Municipal Corporation and shall

include the plinth area / typical constructed area of the Units and open terraces if any, appurtenant thereto and also the thickness of the walls (external or internal) and pillars and the area of the Common portion PROVIDED THAT if any wall be common between 2(two) units, then $\frac{1}{2}$ (Half) of the area under such wall shall be included in each such unit.

5.9 **LAND:** shall mean the land comprises in the premises more fully described in the First Schedule hereunder written.

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

5.11 **NEW BUILDINGS** shall mean the several Blocks of buildings proposed to be constructed on the Premises by the Developer in pursuance hereof.

5.12 **PARKING SPACES** shall mean the spaces in the basement (if any) and/or on the ground floor of the new Bindings as also in the open space surrounding the New Buildings, capable of being used for parking of private four wheelers, small to medium size and two wheelers. No dedicated space shall be marked for bicycles .

5.13 **PHASE** shall mean and include a group of three or four buildings each of which shall mean a Block.

5.14 **PLAN(S)** shall mean the plan(s) of the New Buildings, as prepared by the Developer and to be sanctioned and approved by the Chandernagore Municipal Corporation and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as would be prepared by the Architects for utilizing the maximum permissible Floor Area Ratio (FAR) available on the premises under the prevailing amended rules of the Bengal Municipal Rules from time to time, including variations, modifications therein, if any.

5.15 **PREMISES** shall mean the construction, sheds and structures TOGETEHER WITH the pieces or parcels of Land thereunto belonging and on which the same are erect and built, administering on the portion of the land situated as Kuthirmath (West), P.O. & P.S.- Chandernagore, District Hooghly, more fully described in the First Schedule hereunder written and shall also include the New Buildings to be constructed thereon, wherever the context permits.

5.16 **PROJECT** shall mean the work of 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.

5.17 **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 Buildings.

5.18 **UNIT** shall mean any residential flat, shop, commercial or other Covered area in the New Buildings, which is capable of being exclusively owned used and/or enjoyed by any Unit Owners.

5.19 **UNIT OWNERS** shall according to its context mean all owners of different units in the New Buildings including the Developer and the owners in respect of such units as may remain unsold or be retained by them respectively.

5.20 **ADVOCATE** shall mean the Advocate for the entire project as appointed by the Developer.

5.21 **MASCULINE GENDER** shall include the terminate and neuter gender and vice versa.

5.22 **SINGULAR** shall include the plural and vice versa.

6. REPRESENTATION OF THE OWNERS:

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

6.1 The entirety of the Premises as described in Para. 4 above are in the khas possession of the Owners to the exclusion of all others.

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

6.3 No person other than the owners have any right title and/or interest of any nature whatsoever in the premises or any part thereof.

6.4 The right, title and interest of the Owners in the premises is free from all encumbrances whatsoever and the Owners have a good marketable title thereto.

6.5 Neither the premises 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 in force.

6.6 The Land Owners have not in any way dealt with the premises whereby the right, title and interest of the Land Owners as to the entitlement, use Development and enjoyment thereof is or may be affected to the Developer in any manner whatsoever.

6.7 Here is no Wakf, tomb, mosque, burial ground, temple and/or any change or encumbrances relating to or on the premises or any part thereof.

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

6.9 The Owners hereby undertake to clear the arrears of Municipal tax and land Revenue, if any, and the penalty and costs, if any at its own costs up to the date of these presents.

6.10 The Land Owner will have its name mutated in the relevant Government Department and will obtain the conversion certificate under the provision of section 4c of the West Bengal Land Reforms Act, 1955 to enable the developer to construct the Housing cum Commercial complex as well as obtain the necessary permission, if applicable.

6.11 The Developer has obtained the title of the Owners in respect of the premises and thereafter owners and the developers 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 Owners, the 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 Owners exclusively.

6.12 The Sales Tax or Service tax or any other tax as being imposed by the Government the same will be initially paid by the developer and the Owners proportionately in proportion to their respective allocations of space and shall be recovered from the intending purchasers by the Developer for the entire allocation except land owners allotted space .

7. CLAUSES AND CLAUSE HEADINGS

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

8. AGREEMENT

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Relying on the aforesaid representations made by the Owners and in view of the desire of the Owners to develop the Premises, the Owners and the Developer have agreed to enter into this 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:

9. BASIC AGREEMENT :

9.1 The Owners and the Developer have entered into this Agreement for the purpose of commercial exploitation of the Premises 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.

10. COMMENCEMENT & TENURE :

10.1 It is made clear that this Agreement shall commence and/ or become effective from the Agreement execution date .

10.2 This Agreement shall continue to be in force for a period of Three and Half clear years from the building plans sanctioned by the Chandernagore Municipal Corporation and subject to receive commencement permission from Chandernagore Municipal Corporation. However the parties herein have decided to extend such period of Three and Half clear Years as be mutually decided by them, During the aforesaid period of three and half clear years or such extended period the Owners shall not be entitled to rescind or cancel this agreement without the prior written consent of the Developer.

11. MODALITIES:

11.1 **TITLE DOCUMENTS** the Owners have already handed over Xerox copies of the title deeds of the Premises to the Developer and shall be entitled to take inspection of the original Title Deeds, Parchas, Municipal Tax receipts and other related paper to the Developer who will hold and keep in the safe custody and also allow the necessary inspection of the Original documents to the intending purchasers, Owners or

Purchaser of the Owner's Allocation area, Bank Financial Institution, Municipality, Government bodies and any other agencies as may be required from time to time.

11.2 TITLE: The Owners hereby undertakes and assures that the Owners will be liable and responsible for any latent defect in the title of the premises and will be responsible for remedying such defect and in this regard, the Owners hereby indemnifies and undertake and agrees to keep the Developer indemnified of from and against all loses and damages which the Developer may suffer on account of such defect on title.

11.3 SURVEY: Immediately hereafter, the Developer will cause survey, soil testing and prepare the Plans for construction of the New Buildings at the Premises. At all times during the subsistence of this Agreement, the Developer shall be allowed to enter upon the premises and soil testing, survey and all other preparatory works as may be necessary for the purpose of preparing a Plan for sanction of construction of the New Building on the Premises, at the costs and expenses of the Developer, It is clarified that upon signing of the Agreement the Owners is understood to have handedover the possession of the said premises to the Developer.

11.4 SITE PLAN: Simultaneously with the execution of this Agreement the Owners will deliver to the Developer a site plan of the premises clearly indicating therein the total area of the land with measurements of the four boundaries at the cost of Developer.

11.5 PLANS: The Developer shall prepare a map of plan for submission to the authorities concerned for sanction.

11.6 While causing to be prepared the Plans as aforesaid the Developer shall avail of and/or consume / utilize the maximum FAR available on the premises. However, restriction in utilization of permissible FAR lies

solely upon Developers or the Architect as appointed by the Developer.

11.7 PREPARATION OF PLANS: The Developer shall finalise the Plans with the Architects and such finalized Plan shall be submitted by the Developer to the Chandernagore Municipal Corporation for necessary sanctions in the name of the Owners, but otherwise at the costs of the Developer.

11.8 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 Owners will sign such papers, documents, deeds and undertakings and render such co-operation, as be required by the Developer and recommended by the Architects for obtaining the sanction of the Plans or for the construction and completion of the New Buildings.

11.9 The Developer shall be entitled to carry out such additions and alterations to the plan or map as are required by the authorities at their own responsibility.

11.10 All fees of the Architects for preparation of the Plans and for supervision the construction of New Buildings at the premises and all costs, charges and expenses relating to sanction of the Plans by the Municipality shall be borne, paid and discharged by the Developer.

11.11 Simultaneously with the execution of this Agreement the Owners put the Developer in possession of the said Land and Developer shall have and continue to have a charge and lien and possession over the Premises to the extent of its allocation and deposits.

11.12 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 staff at a portion of the

Premises and shall further be entitled to put up boards and sign advertising the Project and post its watch and ward stall.

11.13 The Developer shall be at liberty to do all works as be required for the Project and to utilize the water, electricity and telephone connections 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 Owners will sign and execute all papers and documents necessary therefore.

12. CONSTRUCTION AND COMPLETION:

12.1 The Developer shall be entitled to construct, erect and complete the New Building 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.

12.2 The Developer shall make construction of the New Buildings in accordance with the plans that may be sanctioned by the relevant authorities and as per specifications as be decided by the Architect only. The Developer shall install and provide in the New Building at its own costs tube well(s) , water reservoirs and other facilities and amenities as per the Plan and the specifications hereunder written, The costs and deposits payable to WBSEDCL on account of H.T. & L.T. Electricity including the Transformer shall be shared and contributed by the Owners and the Developer in proportion to their respective Allocations. The Owners and Developer shall also contribute and share the costs of operating and running the generators in proportion to their respective Allocations. However, the Owner and the Developer shall be entitled to realize and recover all such charges and expenses from the intending Purchaser(s).

12.3 The Developer shall incur all costs and expenses for construction and completion of the New Buildings including all sanction fees expenses and fees of the Architects and Engineers.

12.4 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, by 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 Owner's allocation in phase wise manner as mentioned in this Agreement .

12.5 The Developer undertake to construct the New Buildings in accordance with the sanctioned plan and undertakes to pay any damages penalties and / or compounding fees payable to the authority or authorities concerned for reasons of any deviation and to keep the Owners indemnified and free from all liabilities in this regard.

12.6 The Developer shall be authorized in the name of the Owners in so far as necessary to apply for and obtain quota entitlements and other allocations for cement steel, bricks and other materials as may be allocable to the Owners for the construction of the new Buildings and similarly to apply for and obtain temporary and/ or permanent connection of water electricity power and/ or gas to the New Buildings and/or the Premises and other inputs and facilities of the construction or enjoyment of the new Buildings.

12.7 For the purpose of completion of the construction of The New Building in Phases, each of the aforesaid Phases shall be deemed to have been completed if the same is made fit for habitation and provided

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with water, electric, drainage and sewerage connection and certified by the Architects.

12.8 During the continuance of this Agreement the Owners or any person claiming under or through him it shall not in any way interfere with the Development of the premises and / or construction of the said New Buildings by the Developer . However, the Owners will be entitled to inspect the Development and/or Construction particularly as to the compliance with the agreement specifications .

12.9 For the purpose of construction of the new Buildings at the Premises, the Developer shall be entitled to appoint, engage and employ such contractor, sub-contractors, engineers, labourers, mistries, caretakers, guards and other staff and employees at such remuneration and on such terms and conditions as may be deemed necessary by the Developer and they shall have no privity of contract with the Owners and the Owners will not in any way be liable or responsible for their salaries, wages, remunerations, compensations etc., and the Developer hereby indemnifies and undertakes and agrees to keep the Owners indemnified of, from and against the same.

12.10 The Developer shall obtain and produce the occupancy certificate from the Chandernagore Municipal Corporation with regard to the completion of the project.

13. SECURITY AND SPACE ALLOCATION:

The first part is the absolute owner of the schedule property and paying the rent and taxes to the competent authority.

13.1 The FIRST PART is agreeable to receive the following allocation from the Second Part which is out and out said to be the exclusive allocation of the first part receivable by the first part from the Developer.

13.2 In pursuance of the confirmation made by the owner, having agreed to grant the exclusive right of development of the premises to the developer, it has been agreed by both the Parties herein that the Owners will get 30% and Developer will get 70% constructed area alongwith undivided proportionate all common portions of the Building to be constructed on the First Schedule Property .

As mutually agreed by the Owner and the Developer that the Owner or the First Part is agreeable to allow and grant the developer to sell and realise all sale proceeds of 70% (Seventy percent) undivided constructed area alongwith undivided proportionate common area / space including the undivided land to the prospective Buyers at the sole discretion of the Developer.

13.3 By virtue of the aforesaid Agreement, as stipulated in the Clause No. 13.2, the Developer is free to sell the entire Owner's allocation and the remaining constructed area alongwith common area, common amenities, car parking space, commercial space etc. to the intending Purchaser(s) under sole discretion of the Developer. Accordingly, the Developer is free to enter into all type of Agreement for Sale, receive earnest money, progressive payment, final Agreement from the intending Purchaser(s) against Sale of Unit(s) of both Owner's and Developers' allocation .

13.4 The First Part hereby further declare that they will have no claim or claims whatsoever from the Developer apart from the consideration as stipulated in the clause no 13.2 , during subsistence of this indenture and make free the Developer to sale, enter into Agreement to sale with any intending Purchaser(s) at the sole discretion of the Developer and to realise the consideration from the Purchaser(s).

13.5 The allocation of the FIRST PART as stipulated in the clause no. 13.2, above are the sole allocation of the FIRST PART and shall remain firm and unchanged till subsistence of this Agreement.

13.6 After getting the plan sanctioned from the Chandannagore Municipal Corporation the SECOND PART shall undertake execution of construction of the proposed building (s) in the schedule property in accordance with the Sanctioned plan to be approved by Chandernagore Municipal Corporation.

13.7 The FIRST PART shall convey the undivided proportionate land of the scheduled property and the SECOND PART shall convey the undivided proportionate share of the constructed area in favour of the intending Purchaser(s) by discharging their signatures in all Deed of conveyances.

14. DISPOSAL :

The Developer's Allocation shall belong to and become the absolute property of the Developer. The Developer shall be entitled, at any time to enter into Agreements for Sale and / or transfer and / or disposal of the Developer's Allocation or any portion thereof. The Land Owner shall (by way of granting power and authority to the Developer and/ or its nominees or otherwise) also sign and execute such agreements, Deeds instruments, documents and conveyances along with the Developer. It is clarified that Developer is entitled to obtain loan from the financial institution, Banks or else either for the purpose of meeting construction cost and other cost upon the

schedule property on such terms and condition as Developer may think fit and proper and the intending purchasers can also apply and obtain the Bank loan by mortgaging their respective flats/area.

14. DOCUMENTATION :

The Advocate of this project will be such person as may be appointed by the Developer. All Agreements, Deeds and documents to be entered into by the parties hereto with their respective nominees and/or the intending purchasers of units etc. as well as other necessary documents shall be prepared by the Advocates of this project. The cost of preparation, stamping, registration and other charges of the Agreements for sale/constructions and the conveyances shall be borne and paid by the Unit Owners of the Developer's allocation to the Advocate of the project.

16 MAINTENANCE & HOLDING ORGANISATION :

16.1 The Land Owner and the Developer shall maintain at their own Respective costs their respective allotted Areas upon the construction of Same being completed and shall keep the same in good and habitual conditions and shall not do or allow to be done anything in or to the Premises and or the common portions of the new building which may be against the law or which will cause obstruction interference to the user of such common portions. In this regard it is clarified that the Owner liability shall arise only upon the Land Owner receiving or being deemed to have received possession of the Land Owner's area.

16.2 For the purpose of maintenance, management and administration of the New Buildings and the Premises and rendition of the services in Common to the Unit Owners of the New Building and doing all other acts, Deeds and things for the common purposes, the Developer hereto shall form or cause to be formed an Association of Society or Syndicate or Company hereinafter called "the HOLDING

ORGANISATION" of the unit owners . All the unit owners shall be obliged to become and shall be made the members of such Holding Organisation, as early as possible. After the completion of the project the Developer and the Land Owner shall hand over to the Holding Organisation all deposit after deducting There from all dues and /or all the amounts spent by them respectively on behalf of the unit owners jointly and/or severally and all matters arising in respect of the management of the premises and particularly the common portions to the Holding Organisations.

16.3 All the Unit Owners (including the Owner and Developer herein) shall be Made to agree to bear and pay proportionate share of the common expenses, maintenance charges, Municipal rates and taxes and other outgoings in respect of their respective unit to such Holding Organisation or the persons or agency for the time being given the responsibility for the same by the Owner and the Developer, with effect from the notice of delivery of possession to the unit owners of their respective units.

16.4 Developer will frame the rules and regulations of the Holding Organization Regarding user, maintenance, management upkeep and administration of the New Building, taking of deposits of account of maintenance charges, common expenses, Municipal rates and taxes etc. from the unit owners, payment of common expenses /Maintenance charges, Municipal rates and taxes etc. and other common purpose.

17. COMMON OWNERSHIP:

The unsold common portions including the land appurtenant to the New Building Entrances lobbies, Staircase, lifts etc. shall be used in Common by the Land Owner, the Developer and/or their respective Nominee or Nominees.

18. POWER AND AUTHORITY :

18.1 Simultaneously with the execution hereof, the Land Owner is Granting.

A) A power of Attorney to the Developer and/or on its behalf to the Developer's nominees to represent the Land Owner before and to deal with the Municipal and other Authorities in all respect in connection with the project. And

B) A power of Attorney to the Developer and/or in its behalf of the Developer's nominees enabling them to enter into Agreements For sale of the Developer's allocation and to enable the Developer to prepare, sign, execute and register Deeds of Conveyance and receive earnest money or full consideration money and to issue proper receipt thereof.

18.2 However, the Land Owner shall from time to time, grant such further powers or authorities to the Developer and/or to its nominees, concerning the construction of the New Building as shall be found necessary.

18.3 The power and/or authorities granted as aforesaid shall remain irrevocable during the subsistence hereof.

18.4 Notwithstanding the grant of the aforesaid power of Attorney, the Land Owner Shall give such co-operation to the Developer and sign such papers, confirmation and/or authorities as may be reasonably required by the Developer from time, for the project at the costs and expenses of the Developer.

18.5 The Land Owner and the Developer shall co-operate with each other to effectuate and implement this Agreement and shall execute and/or register such further documents and papers as may be required by the other of them for giving full effect to the terms hereunder agreed.

19. IDEMNITY :

19.1 The Developer shall be responsible for all engineers, contractors and other workman engaged and employed in the construction of the said New Buildings. The Developer shall keep the owner incemnified against any damage, claim or Action that may arise by virtue of such employment in any manner whatsoever.

19.2 The Developer shall be responsible and shall observe all rules, regulation And laws for the time being in force including the Building Rules of the Chandernagore Municipal Corporation and shall be responsible and liable for any violation or contravention and shall keep the Land Owner duly and fully indemnified and saved harmless against all actions suits proceedings demand, demands, costs, charges and expenses in this regard.

20 FORCE MAJEURE :

20.1 The parties hereto shall not to be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligation was prevented by the existence of Force Majeure and time shall be suspended from the obligation during the duration of the Force Majeure.

20.2 It is hereby expressly agreed that in case of any dispute as to whether Force Majeure existed or not, the same will be referred to the decision of the Arbitrator(s) whose decision shall be final, conclusive and binding.

21 COMMON EXPENCES :

After the project is completed in terms of this Agreement and Handling over possession of respective allocation with completion certificate from the Architect, all property taxes and other outgoing in respect of the premises shall be paid and borne by the Land Owner

and the Developer or their respective nominees in proportion to their Respective allocation .

22 COMMON RESTRICTIONS :

22.1 The Land Owner's Allocation in the project shall be subject to the same Restrictions of transfer and use as are applicable to the Developer's allocation .In the project intended for the common benefit of all occupiers of the New Building Which shall include the following :

22.1.1 The Land Owner or the Developer or any of their transferees shall not use or permit use of their respective allocation in the New Buildings or any portion thereto for carrying on any obnoxious, illegal or immoral trade or activity or use or allow the use thereof for any purpose which may create a nuisance hazard to the other occupiers of the New Buildings.

22.1.2 The owner or the Developer or any of their transferees shall not demolish or permit demolition of any wall or other structure in their respective units or any portion thereof or make any structural alternation therein without the previous consent of the Owner/ Developer / Holding Organisation in this behalf.

22.1.3 The Owner's Allocation or any portion thereof unless the proposed transferee agrees to be bound by the terms and conditions hereof and agrees to duly and promptly pay all and whatsoever sums which shall be payable in relation to the units being so transferred.

22.1.4 Similarly the Developer shall not transfer or permit transfer of the Developers Allocation or any portion thereof unless the proposed transferee shall agree to be Founded by the terms and conditions hereof and agrees to duly and promptly pay all and whatsoever sums which shall be payable in relation to the units being so transferred.

22.1.5 The Land Owners and the Developer and any of their transferees shall keep the interior and walls, seers, drains pipes and other fittings, fixtures, appurtenances, floor, ceiling etc. in their respective units in the New Buildings in goods working conditions and repair in particular so as not to cause any damages to the New Buildings or any other space or accommodation herein and shall keep the owner and the Developer and the other occupiers of the new buildings as the case may be indemnified from and against the consequences of any such breach.

22.1.6 The owner and Developer or any of the transferees shall not do cause or permit to be done any act or thing which may render void and avoidable any insurance of the new Buildings or any part thereof and shall keep the owner and the developer and other occupiers of the new Buildings as the case may harmless and indemnified from and against the consequences of any such breach.

22.1.7 No goods or other terms shall be kept by the owner or the Developer or any of their transferees for display or otherwise in the corridors or other places of common use in or around the new buildings and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the new Buildings and in case any such hindrance is caused the owner / developer or holding organization shall be entitled to remove the same at the risk and costs of the person who keep such goods or creates such hindrance.

22.1.8 The owner or the Developer or any of their transferee shall not throw or accumulate any dirt, rubbish, wastes or refuse or permit the same to be thrown or accumulated in or about the New buildings or in the compounds, corridor or any other portion or portions of the new building.

22.1.9 The Owner or the Developer or any their transferees shall permit the Owner/Developer or holding organization or their respective

servants and/or agents with or without workmen and others at all reasonable times to enter into and upon their respective units in the New buildings and any part thereof to view and examine the state and condition thereof and find out or determine the faults or defaults and the owner or the Developer or any of their transferees as the case may be shall rectify such faults or defaults notice whereof in this regard shall be given in writing to the occupier concerned.

22.1.10 The Owner or the Developer or any of their transferees shall permit the holding organization and its servants and agents with or without workmen and others at all reasonable times to enter and upon their respective units and every part thereof for the purpose of maintaining or repairing, rebuilding cleaning lighting and keeping in order and good condition any common facilities and/ or for the purpose of maintaining repairing and testing drains ,gas and water pipes and electric wires and for any similar purpose.

23. MISCELLANEOUS:

23.1 The New Building shall be collectively known as or by such name as may be decided by the Developer.

23.2 It is understood that from time to time to enable the development of premises by the Developer various acts, deeds matter and things not herein specifically referred may be required to be done by the Developer for which the Developer may require the authority of the owner and various applications and other documents may be required legally to be signed be made by the Owner relating to which no specific provisions has been made herein. The owner hereby authorities and empower the Developer to do all such acts, deeds, matters and things and undertake forthwith upon being required by the Developer in this behalf to execute any such additional power or powers of attorney and/or other

378 ()

Corresponding L.R. Dag No.

authorization as may be legally required by the Developer for the purpose of the project as also undertake to sign and execute all such additional applications and other documents as may be required for the purpose of the project provided however the developer shall make a copy of such application or document available to the Owner prior to submissions .

23.3 The developer shall in consultation with the owner frame a scheme for the management and administration of the New Buildings and /or common parts thereof and they hereby agree to abide by all such Rules and regulations as approved by them and/or framed by the Holding Organisation upon its function.

24. THE SCHEDULE ABOVE REFERRED TO

24.1 **ALL THAT** piece and parcel of **BASTU** Land admeasuring about 0.062 Acre ^{or 3 Kotha 12 Chatak approximately} appertaining to R.S. Dag No. 247/271 (Two hundred Forty Seven BUTA Two hundred Seventy One) under R.S. Khatian No. 168 (One hundred Sixty Eight) , Sheet No. 12, within ambit of Mouza & P.S.: Chandernagore, J.L. No. 1 comprised in Holding No. 72.2 (New) 725 (Old), Kuthir Math Road (West), Ward No. 12 within the municipal limits of Chandernagore Municipal Corporation, P.S. Chandernagore, District - Hooghly in the state of West Bengal.

24.2 **Butted and bounded on the** :-

On the North :- Property of Dinabandhu Seth & Ors.

On the South :- Property of Swapan Sarkar .

On the East :- Kuthirmath Road (West) .

On the West :- Oly Complex .

IN WITNESS WHEREOF the parties hereto set and subscribed their Respective hands and seals on the day months and year first above Written.

Signed, Sealed & Delivered

In presence of witnesses.

1. Ajoy Patra
Chandernagore Court

1. Biswajit Banerjee

2. Krishna Ch. Mondal

3. Chanchal Kumar Bhattacharya

SIGNATURE OF THE LAND OWNER

2. Biswajit Banerjee
Cpa Court

SUPREME UDYOG

Represented By

Biswajit Banerjee

(Biswajit Banerjee)

Self and Attorney
of Krishna Chandra Mondal,
Ratna Guha Mallick, Chanchal
Kumar Bhattacharya, Mainak
Mondal & Lipi Bhattacharya

SIGNATURE OF THE DEVELOPER

Drafted by Chandan Kumar Mondal

Advocate

Sr. No. F/129/05

Comp. Print by

Uday Mallick

Chandernagore Court.

SPECIMEN FORM FOR TEN FINGER PRINTS

LEFT HAND FINGER PRINT (OWNER/DEVELOPER)

Little	Ring	Middle	Fore	Thumb

RIGHT HAND FINGER PRINT

Thumb	Fore	Middle	Ring	Little



Arjun Kumar Mandal

LEFT HAND FINGER PRINT (OWNER)

Little	Ring	Middle	Fore	Thumb

RIGHT HAND FINGER PRINT

Thumb	Fore	Middle	Ring	Little



Krishna Ch. Mandal

Krishna Ch. Mandal

LEFT HAND FINGER PRINT (OWNER)

Little	Ring	Middle	Fore	Thumb

RIGHT HAND FINGER PRINT

Thumb	Fore	Middle	Ring	Little



Chandan Kumar Singh

Seller, Buyer and Property Details
Developer Details

Landlord Details

Name, Address, Photo, Finger print and Signature

SL
No.

1

Shri BIJOY GUHA MALLICK
 Son of Late BIRENDRA NATH GUHA MALLICK
 D S F 3 LAKE VIEW HOUSING COMPLEX AT PRESENT
 UTTAR, P.O:- CHANDANNAGAR, P.S:- Chandannagar,
 Chandannagar, District:-Hooghly, West Bengal, India, PIN -
 712136
 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen
 of: India, PAN No. ADIPG3332Q,
 Status : Self
 Date of Execution : 10/06/2015
 Date of Admission : 10/06/2015
 Place of Admission of Execution : Office



6/10/2015 1:07:27
PM hrs



LTI

6/10/2015 1:07:32
PM hrs

Bijoyn Guha Mallick

6/10/2015 1:08:11 PM hrs

2

Shri KRISHNA CHANDRA MONDAL
 Son of Late SITANGSHU SEKHAR MONDAL
 RAM MANDIR, P.O:- CHINSURAH R S, P.S:- Chinsurah,
 Hooghly-chinsurah, District:-Hooghly, West Bengal, India,
 PIN - 712102
 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen
 of: India, PAN No. AFCPM4341K,
 Status : Self
 Date of Execution : 10/06/2015
 Date of Admission : 10/06/2015
 Place of Admission of Execution : Office



6/10/2015 1:11:09
PM hrs



LTI

6/10/2015 1:11:15
PM hrs

Krishna Ch. Mondal

6/10/2015 1:11:41 PM hrs

Landlord Details

Name, Address, Photo, Finger print and Signature

Shri CHANCHAL KUMAR BHATTACHARYA
Son of Late PRAFULLA KUMAR BHATTACHARYA
A C CHATTERJEE BYE LANE CHANDANNAGAR, P.O:-
CHANDANNAGAR, P.S:- Chandannagar, Chandannagar,
District:-Hooghly, West Bengal, India, PIN - 712136
Sex: Male, By Caste: Hindu, Occupation: Business, Citizen
of: India, PAN No. AEWPB2471A,
Status : Self
Date of Execution : 10/06/2015
Date of Admission : 10/06/2015
Place of Admission of Execution : Office



6/10/2015 1:10:16
PM hrs



LTI
6/10/2015 1:10:23
PM hrs

Chanchal Kumar
Bhattacharya

6/10/2015 1:10:57 PM hrs

Developer Details

Name, Address, Photo, Finger print and Signature

1 SUPREME UDYOG
D S F 3 LAKE VIEW HOUSING COMPLEX BARABAZAR, P.O:- CHANDANNAGAR, P.S:- Chandannagar,
Chandannagar, District:-Hooghly, West Bengal, India, PIN - 712136
Status : Organization
Represented by representative as given below:-

1(1) Shri BIJOY GUHA MALLICK, PARTNER
Son of Late BIRENDRA NATH GUHA MALLICK
D S F 3 LAKE VIEW HOUSING COMPLEX BARABAZAR,
P.O:- CHANDANNAGAR, P.S:- Chandannagar,
Chandannagar, District:-Hooghly, West Bengal, India, PIN -
712136
Sex: Male, By Caste: Hindu, Occupation: Business, Citizen
of: India,
Status : Representative
Date of Execution : 10/06/2015
Date of Admission : 10/06/2015
Place of Admission of Execution : Office



6/10/2015 1:08:29
PM hrs



LTI
6/10/2015 1:08:36
PM hrs

Bijoy Guha Mallick

6/10/2015 1:08:51 PM hrs

B. Identifire Details

Identifier Details			Signature
SL No.	Identifier Name & Address	Identifier of	
1	Shri BISWAJIT BANERJEE Son of Shri AMU BANERJEE CGR COURT, P.O:- CHANDANNAGAR, P.S:- Chandannagar, Chandannagar, District:-Hooghly, West Bengal, India, PIN - 712136 Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of: India,	Shri BIJOY GUHA MALLICK, Shri KRISHNA CHANDRA MONDAL, Shri CHANCHAL KUMAR BHATTACHARYA, Shri BIJOY GUHA MALLICK	<i>Biswajit Banerjee</i> 6/10/2015 1:12:11 PM hrs

C. Transacted Property Details

Sch No.	Property Location	Land Details				Othe Detai
		Plot No & Khatian No/ Road	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	

Land Details					
Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1 District: Hooghly, P.S:- Chandannagar, Municipality: CHANDANNAGAR MC, Road: Kuthirmath Road, Mouza: Chandannagar Sit No-12	RS Plot No:- 247/271 , RS Khatian No:- 168	6.2 Decimal	1/-	24,42,422/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road

Transfer of Land from Landlord To Developer				
Sch No.	Landlord Name	Developer Name	Transferred Area (in decimal)	Transferred Area in(%)
L1	Shri BIJOY GUHA MALLICK	SUPREME UDYOG	2.06667	33.3333
	Shri CHANCHAL KUMAR BHATTACHARYA	SUPREME UDYOG	2.06667	33.3333
	Shri KRISHNA CHANDRA MONDAL	SUPREME UDYOG	2.06667	33.3333

D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	MALAY MONDAL
Address	CHANDANNAGAR, Thana : Chandannagar, District : Hooghly, WEST BENGAL
applicant's Status	Others

Office of the A.D.S.R. CHANDANNAGAR, District: Hooghly

Endorsement For Deed Number : I - 060401473 / 2015

Serial no/Year	0604001644 / 2015
Serial no/Year	06041000110547/2015
Deed No/Year	I - 060401473 / 2015
Transaction	[0110] Sale, Development Agreement or Construction agreement
Name of Presentant	Shri BIJOY GUHA MALLICK
Presented At	Office
Date of Execution	10-06-2015
Date of Presentation	10-06-2015

Remarks

On 10/06/2015

Certificate 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,1962)

Presented for registration at 13:01 hrs on : 10/06/2015, at the Office of the A.D.S.R. CHANDANNAGAR by Shri BIJOY GUHA MALLICK , one of the Executants.

Certificate 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 24,42,422/-

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

Execution is admitted on 10/06/2015 by

Shri BIJOY GUHA MALLICK, Son of Late BIRENDRA NATH GUHA MALLICK, D S F 3 LAKE VIEW HOUSING COMPLEX AT PRESENT UTTAR, P.O: CHANDANNAGAR, Thana: Chandannagar, , City/Town: CHANDANNAGAR, Hooghly, WEST BENGAL, India, PIN - 712136, By caste Hindu, By Profession Business
Indetified by Shri BISWAJIT BANERJEE, Son of Shri AMU BANERJEE, CGR COURT, P.O: CHANDANNAGAR, Thana: Chandannagar, , City/Town: CHANDANNAGAR, Hooghly, WEST BENGAL, India, PIN - 712136, By caste Hindu, By Profession Law Clerk

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

Execution is admitted on 10/06/2015 by

Shri KRISHNA CHANDRA MONDAL, Son of Late SITANGSHU SEKHAR MONDAL, RAM MANDIR, P.O: CHINSURAH R S, Thana: Chinsurah, , City/Town: HOOGHLY-CHINSURAH, Hooghly, WEST BENGAL, India, PIN - 712102, By caste Hindu, By Profession Business
Indetified by Shri BISWAJIT BANERJEE, Son of Shri AMU BANERJEE, CGR COURT, P.O: CHANDANNAGAR, Thana: Chandannagar, , City/Town: CHANDANNAGAR, Hooghly, WEST BENGAL, India, PIN - 712136, By caste Hindu, By Profession Law Clerk

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

Execution is admitted on 10/06/2015 by

KUMAR BHATTACHARYA, Son of Late PRAFULLA KUMAR BHATTACHARYA, A C
BYE LANE CHANDANNAGAR, P.O: CHANDANNAGAR, Thana: Chandannagar, , City/Town:
CHANDANNAGAR, Hooghly, WEST BENGAL, India, PIN - 712136, By caste Hindu, By Profession Business
Identified by Shri BISWAJIT BANERJEE, Son of Shri AMU BANERJEE, CGR COURT, P.O:
CHANDANNAGAR, Thana: Chandannagar, , City/Town: CHANDANNAGAR, Hooghly, WEST BENGAL, India,
PIN - 712136, By caste Hindu, By Profession Law Clerk

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

Execution is admitted on 10/06/2015 by

Shri BIJOY GUHA MALLICK, PARTNER, SUPREME UDYOG , D S F 3 LAKE VIEW HOUSING COMPLEX
BARABAZAR, P.O: CHANDANNAGAR, Thana: Chandannagar, , City/Town: CHANDANNAGAR, Hooghly,
WEST BENGAL, India, PIN - 712136

Identified by Shri BISWAJIT BANERJEE, Son of Shri AMU BANERJEE, CGR COURT, P.O:
CHANDANNAGAR, Thana: Chandannagar, , City/Town: CHANDANNAGAR, Hooghly, WEST BENGAL, India,
PIN - 712136, By caste Hindu, By Profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7/- (E = Rs 7/-) and Registration
Fees paid by Cash Rs 7/-

Payment of Stamp Duty

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

Description of Stamp

1. Rs 5,000/- is paid on Impressed type of Stamp, Serial no 2333, Purchased on 14/05/2015, Vendor named P K
Santra.



(Rezaul Haque)

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. CHANDANNAGAR
Hooghly, West Bengal

Registration under section 60 and Rule 69.

Book - I

Number 0604-2015, Page from 12099 to 12134
No 060401473 for the year 2015.



Digitally signed by M REZAUL HAQ
Date: 2015.06.10 16:56:52 +05:30
Reason: Digital Signing of Deed.

R. Haq.

(Rezaul Haque) 10/06/2015 4:56:51 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. CHANDANNAGAR
West Bengal.

(This document is digitally signed.)
