

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES

INDIA

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

15/05/2015

B 923736

Certified that the document is admitted to registration. The Signature Sheet and endorsement Sheet which are attached in this document are the part of this document

A D S.R. Hourah

08 MAY 2015

REGISTERED AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT is made on this 8th day of May, 2015 BETWEEN SMT. PARBATI BAI BAGRI alias PARWATI BAGRI, wife of Late Nawal Kishore Bagri, by faith Hindu, by occupation Housewife & Landlady, residing at 23, Jatin Das Road, Police Station Tollygunge, Kolkata 700029, having Income Tax PAN - BNEPB8201J, hereinafter called and referred to as the "OWNER/LANDLADY" (which expression

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पार्वती बाई बागरी

SL No. 1575 DATE 07/05/2015

VALUE.....RUPEES.....PAISE.....

NAME Mangal Murthi Developers (P) Ltd.
ADDRESS 268, G.T. Road, Liluah Howrah

STAMP VENDOR - SOUMYA BANERJEE
CAME COURT, HOWRAH

[Handwritten Signature]

पार्वती वाई बागडी



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पार्वती वाई बागडी



1275



MANGALMURTI DEVELOPERS PVT. LTD.

Harindra Singh
Director

[Handwritten Signature]
Sub-Registrar Howrah



1276

08 MAY 2015

MANGALMURTI DEVELOPERS PVT. LTD.

Ani te Mishra
Director

shall unless excluded by or repugnant to the context be deemed to mean and include her legal heirs, executors, successors, administrators, representatives and assigns) of the **FIRST PART**.

AND

MANGAL MURTI DEVELOPERS PVT. LTD., having its registered office at 268, G.T. Road, Liluah, Police Station Belur, District Howrah-711204, having Income Tax PAN – AAJCM5224A and CIN – U45400WB2014PTC204639, represented by its Directors 1) **DR. HARINDRA SINGH**, son of Late Paresh Singh and 2) **SMT. ANITA MISHRA**, wife of B. Mishra, hereinafter jointly called and referred to as the “DEVELOPER” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, administrators, representatives and assigns) of the **SECOND PART**.

WHEREAS ALL THAT piece and parcel of Bastu/ Karkhana Land, then recorded as Bagan Land measuring 77.10 Decimal equivalent to about 2 Bigha 10 Cottah (now comprising in L.R. Dag Nos. 216, 217, 221 and 222, L.R. Khatian No. 395) was purchased by one Mathura Das Binani, son of Late Hamirmal Binani of then 4 No. Gourdas Basak Street, Burrabazar, Kolkata from Smt. Ahadan Bibi and five

others by dint of a registered Deed of Sale (Bengali Kobala) duly registered before the office of Sub-Registrar at Howrah and recorded in Book No Book No 1, Volume No 36, Pages 188 to 190, Being No 3222 for the year 1921 dated 15 02 1921

AND WHEREAS after such purchase Mathura Das Binani possessed over his aforesaid property and also mutated his name in respect of the aforesaid land land measuring 77.10 Decimal equivalent to about 2 Bigha 10 Cottah, comprised within C S Khatian No. 111 Mouza Malipanchghora, J L No 17, Revenue Survey No. 1984, Touzi No. 19 under Bally Municipality, District Howrah

AND WHEREAS Mathura Das Binani died intestate leaving behind his only son viz. Gokul Das Binani who married with Baija Bai Binani and out of their wedlock one daughter who now known as Parbati Bai Bagri alias Parwati Bagri came into existence

AND WHEREAS after death of Gokul Das Binani his widow Baija Bai Binani who managed and control the entire property of her deceased husband, got her name mutated before the concerned R O R. and in other relevant records

though the name of her daughter Smt. Parbati Bai Bagri should have been recorded along with her mother.

AND WHEREAS Smt. Baija Bai Binani also died intestate leaving behind her only married daughter viz. Parbati Bai Bagri alias Parwati Bagri who inherited the entire property of her father (Gokul Das Binani) and mother Smt. Baija Bai Binani as sole legal heir and successor in respect of all that piece and parcel of property measuring an area of about 2 Bigha and 10 Cottah under C.S. Khatian No. 111, now comprising within Bally Municipal Holding No. 10, Duffer Street, now known as Agrasain Street, P.O. Liluah, P.S. Belur, formerly Bally, District Howrah within Ward No. 26 which is also corresponding to L.R. Dag Nos. 216, 217, 221 and 222 comprised within L.R. Khatian No. 395, which hereinafter is referred to as the "Said Property" of the Owner/Landlady.

AND WHEREAS one Girdhari Lal Sony, since deceased had occupied entire portion of the Schedule mentioned property i.e. at 10, Agrasain Street, on lease and after his demise his sons namely Jagdish Kumar Sony, Kishan Lal Sony and Baldev Raj Sony possess the said portion of land after expiry of said lease period but the same has been exhausted due to efflux of time.

AND WHEREAS the Owner shall enter into a settlement with the sons of Late Girdhari Lal Sony namely 1) JAGDISH KUMAR SONY, residing at Block 7, Flat No. 4B, 5/7, Buro Shibtala Main Road, Shailja Towers, Bangur Complex, Kolkata 700038, 2) KISHAN LAL SONY, residing at Block 10, Flat No. 2D, 5/7, Buro Shibtala Main Road, Shailja Towers, Bangur Complex, Kolkata 700038 and 3) BALDEV RAJ SONY, residing at South City Garden, Tower 5, Flat No. 8F, 61, B.L. Saha Road, Kolkata 700053 in which Developer is also a Confirming Party who have amicably agreed to vacate the entire portion being occupied by them in order to have smooth construction over the said property and the said sons of Late Girdhari Lal Sony who will get 6,000 Sq. ft. super built up more or less residential constructed area together with six covered car parking space in the said proposed building to be constructed at Holding No. 10, Agrasain Street, Liluah, Howrah in terms of settlement between the owner and occupiers.

AND WHEREAS due to short of knowledge and experience the in the field of development the Owner was in search of a person and/or company who could develop her said land at its own cost and responsibility including the conversion and other necessary regularization of the said land and having came to know about the said desire of the Owner, the Developer herein searched all papers and documents

regarding title of the owner of the First Schedule mentioned property before the all local concerned authority/office and after having satisfied with the title approached to the Owner and negotiated to develop the Schedule mentioned property on the following terms and conditions as stated herein below. It be mentioned here that at the time of negotiation the sons of Smt. Parbati Bai Bagri were also present and decision were taken in their presence.

AND WHEREAS the total area of property as per Deeds and documents is about 2 Bigha 10 Cottah together with old dilapidated structure all comprise in Holding No. 10, Agrasain Street, formerly Duffer Street, Liluah, P.S. Belur, District Howrah, which is also within L.R. Dag No. 216, 217, 221 and 222 comprised within L.R. Khatian No. 395 out of which L.R. Dag No. 216, 221 and 222 is the subject matter of Development Agreement, as morefully and particularly described in the First Schedule herein under.

AND WHEREAS the Developer/Second Party having good experience in the matter of development of land and building, the First Party/Owner offered to the Developer/Promoter for making construction upon the Holding No. 10, Agrasain Street, Liluah, P.S. Belur, District Howrah and the

Second Party/Developer accepted the offer of the First Party/ Owner for doing the development work on the Schedule mentioned property at its own cost and expenses subject to the agreed terms and conditions in accordance with law.

AND WHEREAS after going through the papers and documents it has observed that L.R. Dag No. 216, 221 and 222 is required to be converted thereby smooth construction can be made and the Owner has given her consent for conversion of the same and the Developer before construction shall apply for and get conversion of the aforesaid plot for said commercial exploitation.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

ARTICLE – I : Definitions

Unless in these presents it is repugnant to or inconsistent, the following words and/or expressions shall mean as hereinafter mentioned.

- 1.1. OWNER shall mean the above named owner/landlady and her heirs, executors, administrators, legal representatives and assigns.
- 1.2. DEVELOPER shall mean the above named Developer and its successors-in-office, administrators, representatives and assigns as permitted by the Owner.

- 1.3. THE PROPERTY shall mean the above mentioned and hereunder written in the First Schedule mentioned property comprised within Bally Municipal Holding No. 10, Agrasain Street, formerly Duffer Street, Liluah, P.S. Belur, District Howrah, morefully described in the First Schedule hereunder written.
- 1.4. THE BUILDING shall mean the buildings to be constructed on the said property in accordance with the building plan to be sanctioned by the authority of Bally Municipality at the cost of the Developer.
- 1.5. THE UNIT shall mean the partly or wholly constructed flat/ apartment/ shop/ garage/ office space in the building (which is agreed to be completed by the Second Party/ Developer) and, also includes a proportionate share in common portions of the said property and structure whatsoever as the case may be.
- 1.6. PROPORTIONATE OR PROPORTIONATE PORTION OR PROPORTIONATELY shall mean the ratio between the super built up area of the unit and the total constructed portion within the said property which is the undivided share in the land comprised in the premises held by the Owner.
- 1.7. THE COMMON AREAS AND PORTIONS shall mean and include the common portions to be made and erected

for convenience of the intending Purchaser and/or lawful occupiers like main gate, internal passages, stair cases, landing spaces, roof, all passages leading to the building, caretaker room, meter room, generator/power back-up room, water lifting room, lift and lift well and overhead water tank etc.

1.8. THE ARCHITECT shall mean such Architect or Architects appointed by the Developer as Architect for the building or such other Architect or Architects as may be appointed by the Developer.

1.9. SALEABLE SPACE shall mean the space in the building available for independent use and occupation after making due provisions for common areas common portions and facilities and space required therefore.

1.10. OWNERS' ALLOCATION shall mean the Owner will be allocated over 45% of the total constructed area in each and every floor of the proposed multistoried building inclusive of shops, offices, showrooms and other portions for common use and enjoyment, including the proportionate share, right, title and interest in common facilities including the right of using the said facilities with further right of the undivided proportionate impartible share in the land. The specific share i.e. demarcation of the owner's allocation will be made within 30 (Thirty) days after getting the sanctioned building Plan before the

starting of the construction of the proposed building(s) duly obtained from Bally Municipality. The entire owner's share will be allocated/sub-divided within the proposed constructed building in the manner as follows:-

- (i) Out of Owner's allocable portion the occupiers, namely 1) JAGDISH KUMAR SONY, 2) KISHAN LAL SONY and 3) BALDEV RAJ SONY, who are occupying the entire portion of land occupiers all sons of Late Girdhari Lal Sony shall be given 6000 (Six thousand) Sq. ft. super built up area residential flat together with 6 independent covered garage space.
- (ii) Another super built up area of the Residential Flat aggregating to 5715 (Five thousand Seven hundred Fifteen) Sq. ft. super built up area as per Owner's allocation in the proposed multistoried building will be retained and be disposed of by way of sale or by any means by the Developer out of Owner's allocation. The aforesaid will be retained and disposed by the Developer by way of sale or by any means only after handing over the Owner's allocation.
- (iii) An interest free refundable cash amount of Rs. 50,00,000/- (Rupees Fifty lakh) only to be paid by

the Developer (Rs. 15,00,000/- by Cheque No. 000005 drawn on Bank of India, Ghusuri Branch dated 05.05.2015 i.e. at the time of registration of Development Agreement as well as Power of Attorney and Rs. 15,00,000/- by Cheque No. 000006 drawn on Bank of India, Ghusuri Branch dated 10.05.2015 and Rs. 20,00,000/- by Cheque No. 000007 drawn on Bank of India, Ghusuri Branch dated 13.05.2015). It be stated here that the aforesaid amount of Rs. 50,00,000/- shall be returned by the Owner as and when the entire development process shall be completed.

- (iv) The remaining/residue constructed area, after giving sub-allocation to the occupiers as well as the Developer as mentioned supra in the preceding paragraph No. 1.10(i) and 10(ii) respectively, so as to add up to the Owner's total area of 45% will absolutely belong to the Owner and Developer will negotiate for sale of the same in the account of the Owner in the manner and priority as explain in paragraph No. 4.3.1 below.

1.11. DEVELOPERS' ALLOCATION shall mean the Developer will be allocated 55% of the total constructed area in each and every floor of the proposed multistoried

building including shops, offices, showrooms and portions for common use and enjoyment, including the proportionate share, right, title and interest in common facilities including the right of using the said facilities with right to the undivided proportionate impartible share in the land.

The Developer shall apart from 55% of the total constructed area also get 5715 (Five thousand Seven hundred Fifteen) Sq. ft. super built up residential area out of Owner's allocable portion.

1.12. TRANSFEREE shall mean the person or persons, firm, limited company or Association of persons to whom any space in the building shall, be transferred.

1.13. WORD IMPORTING SINGULAR shall include plural and vice-versa.

1.14. WORD IMPORTING MASCULINE GENDER shall include feminine and neutral genders, likewise words importing feminine genders shall mean and include masculine and neutral genders and similarly words

importing neutral gender shall include masculine and feminine genders.

1.15. THE DATE OF DELIVERY shall mean and include the date on which the owner shall hand over the vacant possession of the property to the Developer for starting the construction work at the said property after getting sanctioned plan.

1.16. SANCTIONED PLAN shall mean and include the new building Plan to be sanctioned by the Competent Authority.

ARTICLE – II : Commencement

2.1 This Agreement shall be deemed to have commenced on and from the date of execution of these presents.

ARTICLE – III : Owner's Right and Representations

3.1 The Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to enjoy and transfer the said property or any part thereof.

3.2 The land under proposed development is free from any mortgages or unpaid property taxes whatsoever.

3.3 There is no bar, legal or otherwise for the owner to obtain the certificate or certificates from the Income Tax Authority as per the provisions of the Income Tax Act or

other consents and permission those may be required during construction and in that case the Developer shall be responsible for payment of Income Tax, VAT and other Taxes related to construction work according to progress of construction save and except income tax payable on sale of the Owner's allocation.

- 3.4 That the total area comprised in the said property is measuring about 2 Bigha 1 Cottah 8 Chittak and 14 Sq. ft. a little more or less.
- 3.5 That the Owner undertakes to handover the peaceful and vacant possession of the property for the purpose of construction immediately on getting the vacant possession from the occupiers. The Developer will start the construction work within 12 months after the execution of this Agreement.
- 3.6 That the Owner further undertakes to execute a registered General Power of Attorney in favour of the Second Party/ Developer, thereby the land owner will give the Developer/Second Party all the powers required for the purpose of making such construction at their own risk and cost as well as the power to negotiate for and make Conveyance deed, documents, whatsoever, required in respect of Developers allocation portion only, as mentioned in Clause 1.11 above along with land share for such constructed area without any interference or

obstruction of the owner other than for breach of contract and subject to restriction as contained in paragraph No. 4.3.7.

- 3.7 That the Developer shall pay a sum of Rs. 50,00,000/- (Rupees Fifty lakh) only to the Owner by A/C Payee Cheque out of which Rs. 15,00,000/- has been given on or before the execution of Development Agreement as well as registered Power of Attorney and Rs. 15,00,000/- on 10.05.2015 and Rs. 20,00,000/- on 13.05.2015 and the entire 50,00,000/- shall be treated as refundable security amount and the said amount shall return by the Owner to the Developer after handing over the Owner's allocation as referred above.
- 3.8 The Owner and her men and agents are liberty to inspect the process of construction as well the material used in the said project. The cost of inspection if any shall be borne by the Owner.
- 3.9 The Land Owner can produce original document like deed and other documents related to land as and when demand by the Developer to produce before the buyer/s of the flat and other authorities including Bank.

ARTICLE – IV : Developers' right

- 4.1 That on the power and by virtue of this Agreement, the Developer/Second Party is hereby empowered to raise the construction at the above mentioned property investing its own finance and resources and undertakes to erect the said building. The Building Plan, soil testing and whatever expenses necessary for sanction of building Plan and construction of proposed multistoried building shall be incurred and borne by the Developer.
- 4.2 That the Second Party is hereby empowered to suitably modify or alter the sanctioned Plan in consultation with and approval of the Owner as and when required and submit the same for approval of the Bally Municipality.
- 4.3 That the Second Party/Developer herein shall have its rights to exploit its own demarcated allocation upto the limit of 55% of total constructed area together with further 5715 (Five thousand Seven hundred Fifteen) Sq. ft. super built up area out of Owners' allocated portion of 45% of the total constructed area, as mentioned above and shall sell the same with due possession to the intended purchaser/s as if his own allocable portion subject to the condition as mentioned in the clause 4.3.1 below.

4.3.1. As per mutual agreement, the Developer has agreed, as part and parcel of this composite agreement, to look for, negotiate and arrange purchaser(s) for sale of residue allocation of the owner as mentioned in paragraph 1.10(iv) above with prior consultation of the Owner.

In order to put a reasonable restriction on the Developer so as to avoid Agreement for Sale of only developer's allocation in the multistoried building of the said premises. It has been mutually agreed that the Developer shall enter into Agreement with intending buyers and/or sell the flats OFFICES, SHOPS, SHOWROOM in such order that Agreement for Sale out of five flats of the proposed multistoried building must contain Agreement for Sale of at least two flats of the Owner's allocation at any point of time.

4.4 The Developer/Second Party has decided the name as "MANGALMURTI ENCLAVE" of the new constructed building.

4.5 The Developer/Second Party shall be entitled to appoint its own labours, masons, contractor, builder, engineer, architect for necessary raising of the new construction but in doing so all expenses with regard to such appointed persons shall be borne by the Second Party/Developer and all the risk and liability together with all responsibility

shall remain with the Developer/Second Party and to that effect the Owner/First Party shall never be liable or responsible for any debts, payments, misappropriation of any money or anything whatsoever, eventuality takes place at the time or after construction completed and hand over to the respective purchaser. The Second Party/ Developer shall also remain liable for any litigation or for any matter relating to the building as well as Developer allocation provided the title of Owner is not challenged by any individual or person or persons.

- 4.6 That the Developer/Second Party for the purpose of raising the said construction shall have their absolute right to enter into Agreement for Sale of flats and apartment together with the shop room in respect of their own allotted portions, as mentioned above, subject to clause 4.3.1 above and to that effect they shall be entitled to receive the earnest money from the intending Purchasers together with all advance thereof but at all material time the owner shall not be liable for such advance or earnest money. That the said Earnest Money accepted by the Second Party/Developer shall remain charge only with the Developer's share, as mentioned above and the same will remain unaffected and non-charged with the Owner's share and no purchaser shall have any right to interfere

with the portions of the Owner for any misappropriation of any money by the Second Party/Developer.

4.7 The Second Party/Developer shall have right to register the Deed of Conveyance in respect of its own specified allocation, as mentioned above subject to the stipulation as in paragraph No. 4.3.1 above.

4.8 The Second Party/Developer shall have right to use the old building materials when while the same would be demolished, in order to compensate the cost of such demolition.

4.9 The Owner in this regard undertakes to covey a registered Power of Attorney in favour of the Second Party/Developer.

ARTICLE – V : Apparent Considerations

5.1 That in consideration of the Owner's Agreement to allow the Developer/Second Party to construct the building at her own property, it is hereby settled that the Owner shall receive the following.

- (i) Total constructed area as mentioned in Clause No. 1.10 above free of cost AND Rs. 50,00,000/- (Rupees Fifty lakh) only as mentioned in clause 3.7 above.

ARTICLE – VI : Developers' Right and Representation

- 6.1 The Developer hereby undertakes the responsibility to get the Plan sanctioned from the Bally Municipality and start construction of the building and to complete the whole complex within 60 (Sixty) month i.e. within 5 (Five) years from the date of execution of this Agreement and the Developer shall give complete possession of the Owner's allocation as agreed above within the said period of 60 (Sixty) months. In case the Developer is unable to obtain sanction Plan of the building within one year from the date of this Agreement at his own cost and risk, the maximum period within which the Developer is required to complete construction and give entire area of Owner's allocation to the Owner would be 72 (Seventy Two) months from the date of this Agreement. The Developer will handover the Owner's allocation completed within 72 months.
- 6.2 To prepare and cause the said plan to be sanctioned and to incur and bear all costs, charges and expenses for preparation, design and sanctioning of the said plan by the Developer.
- 6.3 At their own cost to obtain all necessary permission and/or approval and consent at their own cost.

6.4 To incur and pay all costs, charges and expenses for obtaining, the permission from the Authority/Authorities concerned.

6.5 To bear all costs charges and expenses for construction of the building at the said property.

6.6 To allocate Owner's Allocation the Owner will get the 45% of the constructed area as mentioned in paragraph No. 1.10 above with common area and portions for common use and enjoyment including the proportionate share, right, title and interest in common facilities including the right of using the said facilities.

6.7 To Developer further states that it will not hold the Owner liable if any defects (other than defect in title) and if any encumbrances (other than mortgage, pending suits of any nature whatsoever) comes to light in respect of the said property in future or any claim or demand will arise regarding the Ownership of the land the said demand should be fulfilled by the Owner as his sole responsibility without indulging the Developer in any manner whatsoever, if any differences arises amongst the Owner and Developer shall be solved amicably.

6.8 The developer hereby undertakes that if the Owner entered into any Agreement for Sale or intends to execute any Deed of Conveyance in respect of Owners allocation

during construction period and/or before handing over of the Owners allocation in that case the Developer shall be obliged to sign as a Confirming Party in the said Agreement for Sale or Deed of Conveyance thereon.

ARTICLE – VII : Owner's Allocation

7.1 The Developer shall at its own cost construct, erect and complete the building in all respect and shall allocate the area to her allocation i.e. 45% of the total constructed area out of which 5715 (Five thousand Seven hundred Fifteen) Sq. ft. residential area with super built up area shall be allocated as Developer's allocation and another 6000 (Six thousand) Sq. ft. more or less residential super built up area shall be allotted to the existing occupiers as mentioned in the para 1.10 above.

ARTICLE – VII : Developer's Allocation

8.1 In consideration of the above, the Developer shall be entitled subject to clause 4.3.1 to deal with his 55% of the total constructed area together with further 5715 (Five thousand Seven hundred Fifteen) Sq. ft. residential area with super built up out of Owner's allocable share which is more fully mentioned herein above together with the proportionate undivided and impartible share in the said land with the right of user of common facilities, area,

portions with all amenities and the Developer shall be entitled to enter into Agreement for Sale in their names or in the names of its nominee and to receive and realize and collect all moneys in respect thereof and it is hereby expressly agreed by and between the parties hereto that for the purpose of entering into such Agreement, it shall not be obligatory on the part of the Developer to obtain any further consent of the Owner for registering such Agreement or Deed of Conveyance. But for the interest of any intending purchaser or purchasers owner is bound to execute the documents to be prepared by the Developer.

ARTICLE – IX : Procedure

- 9.1 The Owner shall grant to the Developer a registered General Power of Attorney as may be required for the purpose of obtaining the sanction of the Plan and all other necessary permission from the different authorities in connection with the construction of the building and also for pursuing the follow up of the matter with the statutory body and other authorities.

ARTICLE – X : Construction

- 10.1 The Developer shall be solely and exclusively responsible for construction of the said building. The Developer is free to enhance the construction of multistoried building

vertically and horizontally wherever required. The Developer and the Owner shall pay it's proportionate tax, impositions, fine if so imposed to regularize the same.

ARTICLE – XI : Building

- 11.1 The Developer shall at its own cost construct, erect and complete different blocks each having multistoried building, OFFICES, SHOPS, SHOWROOMS with common facilities and also amenities at the said premises with good and standard quality of materials and on testing the soil of the premises and on getting approval of the soil test report from the Appropriate Authority.
- 11.2 The Developer shall install and erect in the said building at their own as per the specifications and also as per drawings provided by the Architect, Pump water storage tanks, overhead reservoirs, electrification, permanent electric connection from the CESC Limited and electrification in the building and also in the respective flats through wirings and other facilities as are required to be provided in a residential multi-storied building in Bally Municipality as ownership basis or otherwise.
- 11.3 The Developer shall bear the entire cost of construction including Architect's fees and fees for building Plan to be sanctioned from the Bally Municipality without creating

any financial or other liabilities on the owner regarding the construction.

11.4 The Developer shall complete the building with outside plastering and with decent colourings of the outside and inside the building in a total complete condition.

ARTICLE – XII : Common Facilities

12.1 The Developer shall pay and bear all Municipal Taxes and other dues and impositions and outgoing in respect of the said property due on date of this Agreement till the date of handover of the possession of the Owner's allocable portion. It has agreed that the Owner shall pay the dues, electric bill and other statutory liability, if any related to the property before the date of Agreement.

12.2 After the completion of the total construction, the Developer and the Owner and/or their respective assigns will bear the cost of common facilities and maintenance charges like lift, security, pump, motor and electric charges in the common areas in proportion of their respective possession including proportionate share of premium for the insurance of the building, if any, water, fire and scavenging charges etc.

ARTICLE – XIII : Legal Proceedings

13.1 It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer to defend all actions, suits and proceedings, which may arise in respect of the development of the said premises but all costs, charges and expenses incurred for that purpose shall be borne and paid by the Developer alone.

13.2 It is hereby expressly agreed by and between the parties hereto that if title or ownership is challenged by any individual then all costs, charges and expenses incurred for that purpose shall be borne and paid from owners allocation.

ARTICLE – XIV : Developer's Indemnity

14.1 The Developer hereby undertakes to keep the Owner's indemnified against all outsider's claim and actions arising out of any sorts of act of commission of the Developer or relating to the construction of the building including the Government machineries.

14.2 The Developer hereby undertakes to keep the Owner's indemnified against all acts, suits, costs, proceedings and claims that may arise out of the Developer actions with regard to the development of the said premises and/or in the manner of construction of the said building and/or

any defect therein as well any claim or demand against Developer's allocation.

ARTICLE – XVI : Miscellaneous

15.1 The Owner and the Developer have entered into this Agreement purely on contractual basis and nothing contained herein shall be deemed to construe as partnership between the Developer and the Owner or as a Joint Venture between the parties hereto in any manner nor shall the parties hereto constitutes as an Association of persons.

15.2 The Owner hereby undertakes to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the Owner shall execute any such additional Power of Attorney and/or authorization in favour of the Developer for the purpose and the Owner also undertakes to sign and execute all such additional applications and other documents as the case may be provided that all such acts, deeds and matters and things do not infringe the right of owner and/or against the sprit of this Agreement.

15.3 The Developer in consultation with the Owner shall frame a scheme for the management and administration of the said building and/or common parts thereof. The

Owner hereby agree to abide by the Rules & Regulations of such Management Society. Association Holding Organisation and hereby give their consent to abide by the same. The Developer shall also conform the specifications of the building materials and fittings and made of flooring, plastering, colourings, wirings etc. with the Owner in details on agreed terms.

15.4 Subject to meticulous fulfillments of its covenants by the Developer, the Owner will not cancel the instant Agreement within the stipulate period of this Agreement. However, in case of cancellation of this Agreement for violation of terms and conditions of this Agreement, the doctrine of 'Quantum Meruit' shall apply.

15.5 As and from the date of completion of the building, the Developer and/or their transferees and the Owner and/or her transferees and/or her successors shall each be liable to pay and bear proportionate charges on account of ground rent and Wealth Tax and other taxes payable in respect of their respective areas and/or share of the constructed area.

15.6 There is no existing Agreement regarding development or sale of the said premises and that all other arrangements, if any, prior to this Agreement have been cancelled and are being suspended by this Agreement.

15.7 The Developer will demolish the existing structure at their own costs. The Developer is free to enhance the construction of multistoried building vertically or horizontally whenever required. The Developer and Owner shall pay its proportionate tax, impositions, fine if so imposed to regularise the same.

15.8 This Agreement is binding upon all the legal heirs and successors of both the parties.

15.9 All the documents shall be jointly approved by the Developer's and Owner's Advocates and fees payable by the Purchasers of both Owner's and Developer's allocation shall be shared by Advocate's of both parties equally.

ARTICLE - XVII : Force Majeure

16.1 The Developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the Force Majeure and shall be suspended from the obligations during the duration of the Force Majeure.

16.2 Force Majeure shall mean flood, earthquake, riot, war, tempest, civil commotion and/or any other act or commission beyond the reasonable control of the Developer.

16.3 It is also hereby agreed by and between the parties that the time will be extended in the event of any defect in title of the Owner's which may be curable and rectifiable.

ARTICLE – XVIII : Arbitration

17.1 If at any time any dispute shall arise between the parties hereto regarding the construction or interruption of any of the terms and conditions herein contained or touching these presents or determination of any liability of any of the parties under this Agreement, the same shall be referred to an arbitrator to be appointed jointly by the Owner and the Developer. The arbitration proceeding shall be governed under the Arbitration & Conciliation Act 1996, or any statutory enactment or modification thereunder. The award may be passed by such arbitrator shall be final conclusive and binding on the parties.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu land measuring more or less 68.60 Decimal and/or 2 (Two) Bigha 1 (One) Cottah 8 (Eight) Chittak 14 (Fourteen) Sq. ft. with old dilapidated structures standing thereon all comprised in Bally Municipal Holding No. 10, Agrasain Street, formerly Duffer Street, Liluah, P.S. Belur, District Howrah, and also within Mouza Malipanchghora, J.L. No. 17, L.R. Dag No. 216, 221

and 222 comprised within L.R. Khatian No. 395, with right to use the attached common passage and other easements and amenities attached to the property under development and being butted and bounded as follows:-

On the North : Railway Colony and Municipal Drain.

On the South : Agrasain Street.

On the East : Property of Ramesh Nangalia.

On the West : Boundary Wall of Manaksia Factory.

SECOND SCHEDULE ABOVE REFERRED TO

Owner will be allocated as per Article-1 Para 1.10 of this Agreement with right to use the common areas and portions.

THIRD SCHEDULE ABOVE REFERRED TO

- 1) Water line connection to each bath room & kitchen.
- 2) Provision of good quality of taps in the kitchen 1 tap in sink and 1 tap extra with filter water connection.
- 3) Point of electrical Geyser facility with 2 tap, 1 shower and 1 tap in the bathroom.
- 4) 1 tap with basin in dining room.
- 5) Electric lines (conceal wiring)
- 6) (i) Each Bed room – 5 points (1 fan, 2 tube, 1 bracket and 1 plug point).
(ii) Kitchen – 3 points (1 tube, 1 exhaust fan, 1 plug point) with granite slab.
(iii) Bath room – 2 points (1 tube & 1 exhaust fan).

- (iv) Dining space – 7 points (2 fan, 2 tube, 1 bracket, 2 power plug for fridge and T.V.).
- 7) Doors – Water proof flush door with ply.
 - 8) Windows – Made of steel and fitted with aluminium sliding glass.
 - 9) Floors – i) floor with vitrified tiles and staircase with marble finish.
 - 10) Kitchen – Granite on kitchen slab with 3' tiles.
 - 11) A coating of wall putty of the interior walls of the flat.
 - 12) Any extra mode of work apart from point 1 to 11 shall be at the exclusive cost of the Owner.


IN WITNESS WHEREOF the Parties hereto have set and subscribed their hands and seals on the day, month and year first above written.

WITNESSES :-

1) Pawan ki Baghi
23, Sahin Das Road
1201-29

2) HANMAN DAS BASDA
23 Sahin Das Road
Kullu, 700029
P. Shri - L. Me. Point
Read over and explained in
presence of me and
Drafted by me and
Prepared in my Sheristha.


Advocate


Signature of the Owner
MANGALMURTI DEVELOPERS PVT. LTD.
Harvindra Singh

Anita Mishra
Director
Signature of the Developer

MEMO OF RECEIPT

Received from within named Developer a sum of Rs. 50,00,000/- (Rupees Fifty lakh) only being the refundable amount in the manner as follows:-

05.05.2015 By Cheque No. 000005

drawn on BOI, Ghusuri Br. Rs. 15,00,000/-

10.05.2015 By Cheque No. 000006

drawn on BOI, Ghusuri Br. Rs. 15,00,000/-

13.05.2015 By Cheque No. 000007

drawn on BOI, Ghusuri Br. Rs. 20,00,000/-

WITNESSES :-

1) Pawan Lal Bagri
23 Satin Das Road
KOL-29

2) HANUMAN DAS BAGDE
23 Satin DA Road
Kolkata- 700009.

हानुमन्त दस बागडी

Signature of the Owner

SPECIMEN FORM FOR TEN FINGERPRINTS



पार्वती लाल लाल

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Harindra Singh

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Anita Mishra

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Government Of West Bengal
Office Of the A.D.S.R. HOWRAH
District:-Howrah

Endorsement For Deed Number : I - 02416 of 2015
(Serial No. 02586 of 2015 and Query No. 0502L000004765 of 2015)

On 08/05/2015

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 : 5, 5(f), 53 of Indian Stamp Act 1899

Payment of Fees:

Amount By Cash

Rs. 55003.00/-, on 08/05/2015

(Under Article : B = 54989/- ,E = 14/- on 08/05/2015)

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.-6,04,41,372/-

Certified that the required stamp duty of this document is Rs.- 75011 /- and the Stamp duty paid as: Impressive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty

- 1 Rs. 49000/- is paid , by the Bankers cheque number 015220, Bankers Cheque Date 08/05/2015, Bank : State Bank of India, HOWRAH, received on 08/05/2015
- 2 Rs. 21030/- is paid , by the Bankers cheque number 015221, Bankers Cheque Date 08/05/2015, Bank : State Bank of India, HOWRAH, received on 08/05/2015

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 09.00 hrs on :08/05/2015, at the Private residence by Parbati Bai Bagri @ Alias Parwati Bagri,Executant.

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

Execution is admitted on 08/05/2015 by

- 1 Parbati Bai Bagri @ Alias Parwati Bagri, wife of Lt Nawal Kishore Bagri , 23, Jatin Das Rd, District:-Kolkata, WEST BENGAL, India, By Caste Hindu, By Profession : House wife
- 2 Harindra Singh
Director, Mangal Murti Developers Pvt Ltd, District:-Howrah, WEST BENGAL, India.
By Profession : Business

(Panchali Munshi)

ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 1 of 2



Government Of West Bengal
Office Of the A.D.S.R. HOWRAH
District:-Howrah

Endorsement For Deed Number : I - 02416 of 2015
(Serial No. 02586 of 2015 and Query No. 0502L000004765 of 2015)

3 Anita Mishra
Director, Mangal Murti Developers Pvt Ltd, District:-Howrah, WEST BENGAL, India.
By Profession : Business
Identified By Kishan Lal Soni, son of Lt G Lal Soni, 5/7, Buroshibtalla Main Rd, District:-Kolkata,
WEST BENGAL, India, By Caste: Hindu, By Profession: Business.

(Panchali Munshi)
ADDITIONAL DISTRICT SUB-REGISTRAR

(Panchali Munshi)
ADDITIONAL DISTRICT SUB-REGISTRAR

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 5
Page from 4367 to 4407
being No 02416 for the year 2015.



(Panchali Munshi) 12-May-2015
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. HOWRAH
West Bengal