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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Q. NO. 1506-2003483328/2021

72AB 389245

Certified that the document is submitted to registration. The Signature Sheet and endorsement Sheets Attached to the document are the part of the document.

Additional District Sub-Registrar
Medinipur, Dum Dum, 24-Pin. (West Bengal)

15 DEC 2022

15 DEC 2022

THIS DEVELOPMENT AGREEMENT made this the 14th day of
DECEMBER, TWO THOUSAND TWENTY TWO (2022)

BETWEEN

ক্রমিক নং 3588 তারিখ 25/11/22
মুদ্রা : 14
ক্রেতা : M.K. Ghosh, Son
ঠিকানা : Sankar, civil Engt
ডেডার : Rossfita Paul / Mr 14

লাইসেন্স প্রাপ্ত মালিক ডেডার
কাশিপুর দমদম এ. ডি. এন. আর. অফিস
বি

উড্ডারের নাম - রঞ্জিতা পান
উড্ডারের নাম :- বারাদপুর
টি ডি নং : 7-8 NOV 2022
সীলন প্রতিদেয় তারিখ
এ টি.ডি. নং মোট কত টাকার
সীলন প্রতিদেয় করা হয়েছে। 150000

P 100



9362 14/12/2022

BLUECHIP NIRMAL PVT. LTD.

P 100

Director

9363 20

BLUECHIP NIRMAL PVT. LTD.

Mr. Sumit Hori

Director

9364 20



ART UNION PRINTING WORKS (P) LTD.

Deeep Kumar Roy

Director

9365 20

Asst. District Sub-Registrar
Cossipore, Dum Dum

24 DEC 2022

Sankar Ritz
6, Raja Naba-Krishna St.
Kolkata - 700065

ART UNION PRINTING WORKS PRIVATE LIMITED (PAN : AACCA1087G), a private limited company within the meaning of the Companies Act, 1956 having their registered office at 165, Sri Aurobinda Sarani, P.S. Shyampukur, P.O. Beadon Street, Kolkata -700006 being represented by their Director Mr. Dilip Kumar Roy (PAN : AAIPR5152N) (AADHAAR NO.2166 49406683) (Mobile NO.9831186084), son of Late Ajit Kumar Roy, residing at 165, Sri Aurobinda Sarani, P.S. Shyampukur, P.O. Beadon Street, Kolkata -700006, duly authorized vide Board Resolution dated 09.07.2022 unanimously taken at the meeting of the Board of Directors of the company, hereinafter collectively referred to as the as the "LAND OWNER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its share-holders, directors, officers, managers, successor and/or successors in office/interest and assigns) of the **ONE PART**

AND

M/S. BLUECHIP NIRMAN PVT. LTD. (PAN : AALCB1438K), a private limited company incorporated under the companies Act, 1956 and having its registered office at 6, Raja Naba Krishna Street, P.O. Hatkhola, P.S. Shyampukur, Kolkata - 700 005 represented by its Director Mr. Ritwik Das (PAN : AGXPD2336D)(AADHAAR NO.3550 5548 4923)(Mobile No.9830956342) son of Mr.Rathin Das, residing at 133/1C, Ramdulal Sarkar Street, P.O. Beadon Street, Police Station- Burtola, Kolkata – 700 006 and MD. SAMIUL HOQUE (PAN : ADPPH2438D) (AADHAAR NO.2629 6786 7463)(Mobile no.9831893193) son of Muntaj Ali Mohammed, residing at Natun Chandra, Dafahat, Hafania, P.S. Suti, P.O. Dafahat, Murshidabad, West Bengal – 742 224 duly authorized vide Board Resolution dated 12.12.2022 unanimously taken at the meeting of the Board of Directors of the company, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and their respective heirs, legal representatives, executors, administrators and assigns) of the **OTHER PART**



[Handwritten signature]

Adi. District Sub-Registrar
Cossipore, Dum Dum

14 DEC 2023

WHEREAS:

- a) That one Bepin Behari Bag of Garui, P.S. Dum Dum was the Makarari-Mourashi tenant in respect of one (1) acre of land at Mouza Garui, P.S. Dum Dum, Sub-Registry Office Cossipore Dum Dum under the landlords, Srees Jitendra Nath Bose, Surendra Nath Bose and Nripendra Nath Bose of Cossipore and was sufficiently seized and possessed of the same and was paying rent in respect of the said land to the said landlords.
- b) That the said Bepin Behari Bag a Dayabhaga Hindu died intestate in the year 1915 leaving him surviving two sons, Akshay Kumar Bag and Nemai Charan Bag on whom the property devolved and they being in possession and enjoyment of the said property paid the annual rent thereof to the said landlords and became the recorded tenants under them in Makarari-Mourashi right and used to get Dakhilas in their names from the said landlords.
- c) That the said Akshay Kumar Bag, a Dayabhaga Hindu died intestate in the year 1930 leaving him surviving his wife one Ashima Bala Bag without any issue as his sole heiress and legal representative.
- d) That the said Ashima Bala Bag and the said Nemai Charan Bag having been in khas possession of the said land paid the annual rent thereof to the said landlords upto 1361 B.S.
- e) That the said Nemai Charan Bag and the said Ashima Bala Bag have been recorded as Raiyat Makarari in Revenue Survey held in the year 1931 and as Raiyat Dakhali Sattya in R.S. held in the year 1954 and each of them has been recorded therein as having eight annas share in the undivided one acre of land at Mouza Garui, Police Station Dum Dum, Sub-Registration Office Cossipore, Dum Dum being in Dag Nos. 416, 417 recorded in Khatian no. 51 of Mouza Garui comprised in J.L. no. 16, R.S. no. 21 appertaining to Touzi nos. 164, 63 of the Alipore Collectorate, 24-Parganas, P.S. Dum Dum Sub-Registration Office Cossipore, Dum Dum in the District of 24-Parganas at an annual rent whereof is Rs. 6.26 paise payable to the State Government, West Bengal through the Collector, 24-Parganas since the West Bengal Estates Acquisition Act came into force.

- f) That by virtue of the enactment of the Hindu Succession Act, 1956 the said Sm. Ashima Bala Bag became the absolute owner of the half share of the land as originally owned by her husband Akshay Kumar Bag. As aforesaid the other half share of the said land belong to Nemaí Charan Bag.
- g) Thus the said Nemaí Charan Bag and the said Ashima Bala Bag became the joint owners of the land as aforesaid, both inheriting the same from their respective predecessors-in-interest.
- h) That the said owners thereafter entered into a registered agreement dated the 24th day of May, 1965 with the present owner Art Union Printing Works Private Limited to sell the said plot of land together with a passage of 23 feet wide from the road to the land in the South East to North West Direction for ingress and egress to and from the said plot of land more fully and particularly described in the schedule thereunder written free from all encumbrances and lispendenses and attachments and easements at a price of Rs. 45,000/- (Rupees forty five thousand) only out of which a sum of Rs. 5,001/- (Rupees five thousand and one) only were paid on the 24th day of May, 1965 by the present owner to the erstwhile owner as earnest money / part payment of the purchase money.
- i) That the said agreement provided, inter alia that the Land owners would execute and register the necessary conveyance in favour of the Purchaser on receipt of the balance of the purchase money of Rs. 39,999/- (Rupees thirty nine thousand nine hundred ninety nine) only and deliver vacant possession of the said property (land) together with the passage of 23 feet wide carved out of their own land in Dag no. 425 at Mouza Garui, P.S. Dum Dum to the Purchaser at the time of execution of these presents.
- j) Thereafter, by a Registered Deed of Conveyance/Indenture dated 22nd September, 1965 and registered with the Sub-Registrar, Cossipore, South 24 Parganas and recorded in Book No. I, Volume No. 114, pages 113 to 120, being No. 8190 for the year 1965, the said owners Nemaí Charan Bag and Ashima Bala Bag sold and transferred the said Land in favour one Art Union Printing Works Private Limited being the present land owner herein.

- k) The present land owner has already mutated of their names in the records of South Dum Dum Municipality and paying relevant rates and taxes to the said municipality. The name of the company is although wrongly mentioned as Art Union Printing Workers Pvt. Ltd. in place of Art Union Printing Workers Pvt. Ltd. in the records of South Dum Dum Municipality but the same will be duly corrected by the owner.
- l) The name of the land owner has also been recorded as the owner of the said land in the concerned records of the B.L. & L.R. O. Barrackpore-II, Panihati Sodepur.
- m) That the land owner is in actual physical possession of the said Property/said Premises exercising all acts and administration of the estates and although the Owner is desirous of developing the said Property/said Premises by constructing a several storied building upon the above said land in accordance with the building plan to be sanctioned by South Dum Dum Municipality but they could not do so due to paucity of funds and lack of experience or technical knowhow to do so.
- n) That in such eventuality, the land owner has been looking for a competent person/company, who can take upon himself the entire responsibility of developing the said property through an appropriate development program for fruitful utilization of the said property for economic gains and preservation of its value as immoveable property and the Developer herein, has come forward to initiate a Development Program in respect of the said properties, subject to the terms and conditions hereinafter appearing.
- o) The parties are desirous of recording the same, in writing.

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

ARTICLE I - DEFINITIONS

- 1.1** In this agreement unless the context otherwise permits the following expression shall have the meanings assigned to them as follows :

- I. **ARCHITECT** - shall mean any Architect or such person or persons, firm or firms, who may be appointed by the Developer for making architectural plans and the building plan or plans for construction of the proposed new building to be constructed erected and completed at the said Premises.
- II. **CONSENTS** shall mean the planning permission and all consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for carrying out the development and completion of the New Building and/or Buildings.
- III. **DEVELOPMENT AGREEMENT** shall mean the instant Agreement.
- IV. **DEVELOPER** shall mean Bluechip Nirman Private Limited or its Nominee or Assignee and shall include its present Director and/or Directors and/or those who may be taken in and/or admitted as Director and/or Directors and/or those who may carry on the business of Real Estate and their respective heirs, legal representatives, executors, administrators and assigns.
- V. **FLATS/UNITS/APARTMENTS/CONSTRUCTED SPACES/COMMERCIAL SPACES** shall mean various flats/units/apartments/commercial spaces and car parking spaces to form part of the said New Building or Buildings to be used for residential and/or commercial purposes comprised in the said new building and/or buildings to be ultimately held and/or owned by various persons on ownership basis.
- VI. **NEW BUILDING/BUILDINGS** shall mean and include the new building or buildings to be constructed erected and completed by the Developer in accordance with the map or plan to be sanctioned by the competent authorities with such lawful modifications and/or alterations as may be deemed necessary by the Architect.
- VII. **PLAN** shall mean the Plan sanctioned by the South Dum Dum Municipal authorities concerned amalgamated premises and shall include lawful modifications and/or alterations as may be necessary and/or required from time to time.
- VIII. **OWNERS** shall mean the said ART UNION PRINTING WORKS PRIVATE LIMITED, a private limited company within the meaning of the Companies Act, 1956 having their registered office at 165, Shree Aurobinda Sarani, Kolkata -700006 and shall include its share-holders, directors, officers, managers, successor and/or successors in office/interest and assigns.

- IX. SAID PROPERTY/SAID PREMISES** shall mean ALL THAT ALL THAT one (1) acre land lying and situated at Mouza Garul, P.S. Dum Dum, Sub-Registration office Cossipore Dum Dum, J.L. no. 16, C.S. Dag nos. 416 and 417, R.S. Dag no. 425, 416 and 417 and L.R. Dag nos. 725, 726, 732, 733, 735, 736, 737, 738, 739, 741 and 740, R. S. no. 21 appertaining to Touzi nos. 164, 63, bearing Holding no. 57, Panchanan Sarkar Road, Mouza Garul, P.S. Dum Dum, within Ward no. 4 of South Dum Dum Municipality, Kolkata – 700065 along with a passage of 23 ft. wide curved out of land in Dag no. 425, which is butted and bounded as follows:
- On the North : By Matkal Mouza no. 15;
- On the East : By Dag no. 424 and the remaining portion of Dag no. 425 wherefrom a passage of 23 ft. wide has been curved out;
- On the South : By Dag nos. 410, 411, 414 and 415; and
- On the West : By Matkal Mouza no. 15 (more fully and particularly described in the FIRST SCHEDULE hereunder written).
- X. SPECIFICATIONS** shall mean the specification and/or materials to be used for construction erection and completion of the said New Building and/or Buildings as may be recommended by the Architect for the time being (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written).
- XI. WORDS** importing singular shall include plural and vice versa.
- XII. GENDERS** importing masculine gender shall include Feminine and Neuter genders - likewise words imparting feminine gender shall include masculine and neuter genders and similarly words imparting Neuter gender shall include masculine and feminine genders.

ARTICLE II - INTERPRETATIONS

2.1 In this Agreement (save to the extent that the context otherwise so requires) :

- i) Any reference to any act of Parliament whether general or specific shall include any modification, extension or re-enactment thereof for the time being in force and all instruments, orders, plans,

- regulations, bye laws permissions or directions any time issued under it.
- ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated.
 - iii) An obligation of the Developer in this Agreement to do something shall include an obligation to presume that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done.
 - iv) Words denoting one gender shall include other genders as well.
 - v) Words denoting singular number shall include the plural and vice - versa.
 - vi) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
 - vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force.
 - viii) The headings in this Agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this Agreement.
 - ix) The Schedule shall have effect and be construed as an integral part of this agreement.

ARTICLE III - REPRESENTATION AND WARRANTIES BY THE OWNERS

3.1. At or before execution of this Agreement the Owners have represented and assured to the Developer as follows :

- a) THAT the owner alone is the sole and absolute owner of the said property morefully and clearly described in the schedule written herein below.
- b) THAT the owner has a marketable title in respect of the said property morefully and clearly described in the schedule written herein below.
- c) THAT the owner has not entered into any agreements whatsoever, be it for sale, lease, mortgage, development, license, tenancy or of any other

nature, with any other third party in respect of the said property morefully and clearly described in the schedule written herein below.

- d) THAT the owner has not created any third party interest, claim, right, demand etc. whatsoever in respect of the said property morefully and clearly described in the schedule written herein below.
- e) THAT the said property morefully and clearly described in the schedule written herein below, is free from all encumbrances, charges, liens, lispendens, attachments, trusts, whatsoever or howsoever.
- f) THAT the original Title Deed, Chain Deed, record of rights, tax receipts, electricity bills, mutation certificates and all other documents which are relevant to the title and possession of the property, morefully and clearly described in the schedule written herein below, are in the possession of the owner.
- g) THAT the name of the company although is wrongly mentioned in the records of South Dum Dum Municipality as " Art Union Printing Workers Pvt. Ltd." in place of Art Union Printing Works Pvt. Ltd. but the same will be duly corrected by the owner at their own costs and expenses.
- h) THAT the name of the owner is duly recorded in the records of the B.L. & L.R.O. Barrackpore-II, Panihati Sodepur and the owner has obtained the record of rights from the concerned office.
- i) THAT all tax, revenue and/or khazana payable in respect of the said property morefully and clearly described in the schedule written herein below has been paid and in the event of non-payment or if any rent, tax, rates and Khajna is found as outstanding, under such circumstances, the same shall be paid by the owner upto the date of execution of registered Development Agreement in favour of the Owner.
- j) THAT the owner is in khas possession of the said property morefully and clearly described in the schedule written herein below and save and except the owner, no one has any claim, right, title or interest either over the title of the property or with regard to possession of the said property either in full or over any portion thereof.
- k) THAT no part or portion of the said property morefully and clearly described in the schedule written herein below is subject to any notice of acquisition and/or requisition.
- l) THAT all the aforesaid declarations and/or representations are true to the best of the knowledge of the owner and no part of the same is untrue or

false and the owner has knowingly or unknowingly concealed and/or suppressed any fact which is relevant with regard to the title or with regard to possession of the said property.

- m) THAT the owner is legally competent to enter into this development agreement in respect of the said Property with the Second Party/Developer.
- n) THAT First Party/ owner has obtained prior consent/concurrence of all their respective share-holders and/or directors for effectuating the development of the said Demised Property through the Second Party/ Developer.
- o) THAT the First Party/ owner covenants and indemnifies the Developer that the said demised Property is free from all encumbrances, prior sales, gifts, will, charges, liens, mortgages, actions, attachment, implication, injunctions, litigations, police complaints, third party claims whatsoever. Nobody else is claiming any right, title and interest under the First Party/ owner and First Party/ owner shall make good the losses which may be so occasioned on account of the above covenants contained herein.
- p) THAT the First Party/ owner will sign and execute all necessary documents such as registered Development Power of Attorney, General Power of Attorney, Affidavits, Receipts etc, in favour of Developer and their nominee(s) and the First Party/ owner hereby undertakes not to cancel or revoke any of the documents in any circumstances executed by them in favour of the Developer and nominee(s) in future and/or not to create any unnecessary hindrances, obstructions to the smooth implementation of the development project of the said property.
- q) THAT the owner hereby declares that prior to this agreement made on this day, they have not transferred the said property to any one, nor there exist any charges on the property or exist any encumbrance on the said land hereby agreed to be developed. In future if any dispute arises or any defect is found out in the title of the owner over the said property, the Developer shall have right to sue against owner and their successors, assignees or representatives as the case may be and the Developer as a consequence thereof reserves right to get back refund of the entire invested money together with interest at the prevailing rate of interest, cost and expenses through proper court of law.

- r) THAT the First Party/owner at the request of Developer, undertakes to sign and execute all further transfer documents/Sale Deed etc. which may be required to be signed and executed in future for smooth implementation /execution of this agreement and for completion of the development works, as and when its necessary, or as may be required by the Developer.
- s) THAT the owner will appoint Mr. Ritwik Das as their duly constituted General Attorney in respect of above mentioned demised property to do the all acts, deeds and things on behalf of the First Party/owner, which shall be revocable in nature.

3.2 Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Developer has agreed to undertake the work of development of the said Property/said Premises subject to the terms and conditions hereinafter appearing. It is made clear that if in future any of the above declaration, representation and/or assurance appears to be false and/or contrary to the actual fact of the case, under such circumstances, this agreement shall be cancelled and the land owner shall be responsible to make good the loss suffered by the developer and to pay damage, penalty and/or penal interest as the case may be to the developer and shall further refund the entire money invested by the Developer with proper interest.

ARTICLE IV – COMMENCEMENT AND DURATION

4.1 This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

ARTICLE V - GRANT OF DEVELOPMENT RIGHT

5.1 In consideration of the mutual covenants on the part of the Developer herein to be paid performed and observed and in further consideration of the Developer have agreed to undertake development of the said Property/said Premises the land owner has agreed to grant the exclusive right of development

in respect of the said Property/said Premises unto and in favor of the Developer to enable the developer undertake development of the said Property/said Premises by way of constructing a new Building and/or Buildings and/or undertaking the construction of a Housing Project in accordance with the plan sanctioned by the authorities concerned of South Dum Dum Municipality and in this regard the Developer is hereby authorized and shall be entitled to :

- i) apply for and obtain all consents approvals and/or permissions as may be necessary and/or required for undertaking development of the said Property/said Premises.
- ii) take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the premises or any adjoining or neighboring premises and which need to be diverted as a result of the Development.
- iii) install all electricity, gas, water, telecommunications, and surface and foul water drainage to the premises and shall ensure that the same connect directly to the mains.
- iv) serve such notices and enter into such agreements with statutory undertakers or other companies as may be necessary to install the services.
- v) give all necessary or usual notices under any statute affecting the demolition and clearance of the premises and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said Property/said Premises and pay all costs, fees and outgoings incidental to or consequential on, any such notice and indemnify and keep indemnified the Owners indemnified from and against all costs charges claims actions suits and proceedings.
- vi) remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the Plan and has agreed to keep the Owners saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.

- vii) comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of development.
- viii) comply or procure compliance with, all statutes and any enforceable codes of practice of the South Dum Dum Municipality or other authorities affecting the said Property/said Premises or the development.
- ix) take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Property/said Premises.
- x) incur all costs charges and expenses for the purpose of constructing erecting and completing the said new Building and/or Buildings and/or Housing Project in accordance with the Plan sanctioned by the authorities concerned.
- xi) make proper provision for security of the said Property/said Premises during the course of development.
- xii) not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Property/said Premises or any part or portion thereof.
- xiii) not to expose the Owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction erection and completion of the said Project and new Building.
- xiv) to remain solely liable and/or responsible for all acts deeds matters and things for undertaking construction of the said new Building and/or Buildings and/or housing project in accordance with the Plan and to pay perform and observe all the terms conditions covenants and obligations on the part of the Developer to be paid performed and observed.
- xv) The Developer shall be entitled to create a charge and/or lien over and in respect of the said Property/said Premises and the land owner agrees and undertakes to sign and to execute all deeds, documents, declarations, undertakings, affidavits and instruments

as may be necessary and/or required excepting that the land owner shall in no way be responsible and/or liable for repayment of any loan, if any taken by the developer for undertaking the development work or amount or interest accrued due thereon and the Developer has agreed to indemnify and keep the land owner indemnified from and against all costs charges claims actions suits and proceedings arising there from.

ARTICLE VI - DEVELOPMENT COSTS

6.1 The Developer shall incur all developments costs including all costs, fees and expenses wholly and exclusively expended or incurred by the Developer, including, without limitation, the items listed below:

- i) The proper costs of obtaining planning permissions in respect of the development (including fees of the architects surveyors or consultants relating thereto) together with planning and building regulation fees, fees payable to statutory undertakers and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any legislature of similar nature
- ii) The proper costs of investigations, surveys, and tests in respect of soil, drains, structures and rights of light.
- iii) The proper costs to be incurred and/or payable to architects, surveyors, engineers, quantity surveyors or others engaged in respect of the development.
- iv) The proper costs and expenses payable to for marketing and/or selling the Development including any advertising, research and other marketing costs.
- v) All rates, water rates, or any other outgoings or impositions lawfully assessed in respect of the said Property/said Premises or on the Owners or occupiers of it in respect of the Development and all costs of maintaining and repairing the Development in so far as in all such cases the responsibility therefore is not assumed by or recoverable from any third party.

- vi) All other sums properly expended or incurred by the Developer in relation to carrying out the completion of the Development.
- vii) All proper costs and interests and other finance costs payable by the Developer for undertaking development.

ARTICLE VII – EXECUTION, REGISTRATION OF DOCUMENTS AND SANCTION PLAN

- 7.1 The developer shall bear the cost of preparation and registration of this Development Agreement as well as the cost of preparation and registration of the development Power of Attorney to be granted by the land owner to the developer for the purpose of smooth implementation of the development project.
- 7.2 Immediately after execution of this Agreement and execution of registered development power of attorney to be granted by the land owner to the developer, the developer shall prepare a building plan in respect of the building complex to be constructed upon the said Property/said Premises and thereafter the Developer at its own cost shall obtain sanction plan for construction of the new building within a reasonable time and obtain all necessary approvals, consents and/or sanctions as may be necessary and/or required for the purpose of undertaking construction of the said new Building and/or Buildings and/or housing project and the Owner hereby agrees and undertakes to sign and execute all such applications, deeds, documents, instruments and/or papers as may be necessary and/or required.
- 7.3 The Developer shall be entitled to have the said Plan revised and/or modified as and when required by the Architect or the authorities concerned and shall also be entitled to alter and/or modify the said plan for the purpose of maximizing returns by sale of the various flats units apartments constructed spaces and car parking spaces to form part of the development, subject to prior written approval from the Owner.

**ARTICLE VIII - COMMENCEMENT OF DEVELOPMENT WORK
AND DELIVERY OF SITE**

- 8.1 It is recorded, confirmed and declared that immediately upon execution of this Agreement the owner has put the Developer in vacant possession of a portion of the said Property which has been clearly mentioned and demarcated red colour in the plan annexed hereto.
- 8.2 As from the Possession Date the Developer shall be entitled to enter into the said property without any interference or disturbance from the owner or any other person and/or persons claiming through or under them.
- 8.3 That the Developer shall shift the temporary structure (wherefrom the owner is carrying on their printing works), from its existing place to another place, within the said property (which has been clearly mentioned and demarcated blue colour in the plan annexed hereto) at their own cost and shall be at liberty to start construction on the portion of the said Property, possession of which will be handed over to the Developer at the time of execution of this agreement (which is clearly mentioned and demarcated red colour in the plan annexed hereto).
- 8.4 That the Developer immediately on execution of this agreement shall be entitled to take all steps which will be required for starting construction thereat including soil testing, measurement, preparation of drawing, application for sanction plan etc.
- 8.5 That on receipt of the sanction plan the Developer shall be at liberty to start phase-wise construction within the said property. However it is made clear that the existing pucca structure within the said property shall be retained by the owner for their business operation, which shall be vacated by the owner within 18 months from the date of this agreement so that the Developer can get vacant possession of the building.
- 8.6 Immediately after obtaining all permissions and getting the vacant possession of the said Property/said Premises, the Developer will commence the construction of the new Building or Building and shall –
- i) Immediately commence and/or proceed diligently to execute and complete the development and in this regard the Developer shall be entitled to demolish the existing building and/or structures standing thereon and all debris accruing there from shall belong to the Developer.

- ii) proceed diligently and execute and complete the development in a good and workmanlike manner with good quality materials (details whereof will appear from the SECOND SCHEDULE hereunder written) free from any latent or inherent defect.
- iii) execute and complete the development in accordance with the approved plan and shall obtain all planning permissions which may be necessary and/or required and shall comply with the requirements of any statutory or other competent authority and the provisions of this agreement.

ARTICLE IX - ALLOCATION OF CONSTRUCTED AREA

- 9.1 The land Owner and the Developer herein have agreed that after construction of the said new Building or Buildings as per plan sanctioned by the concerned South Dum Dum Municipality, the total constructed area shall be distributed amongst the land Owner and the Developer in the ratio of 25:: 75, i.e., 25% of the total constructed area, as per the Sanction Plan, shall be the land owner's Allocation and rest 75% of the total constructed area shall be the Developer's Allocation.
- 9.2 That it has been further agreed by and between the parties herein that as far as the land Owner's Allocation i.e., 25% of the total constructed area in the proposed new Building or Building is concerned, the developer shall have the first right of refusal over the same i.e. the developer shall have the right to purchase the said 25% of the total constructed area in the proposed new Building or Building. It is made clear that if the developer decides to purchase the said 25% of the total constructed area in the proposed new Building or Building from the land owner under such circumstances the land owner shall be bound to sell the said 25% of the total constructed area in the proposed new Building or Building to the developer only. However, in such situation, the land owner and the developer shall enter into a separate agreement.
- 9.3 The Developer shall, at its own costs and expenses, construct, complete and make available to the Owner's Allocation (as mentioned in above) according to the Building Plans.

- 9.4 It is also agreed by and between the parties that after the sanction of the Building Plan another supplementary agreement will be executed wherein the area and the location of the allocation of the respective parties will be mentioned as per the ratio and if any matter has been inadvertently omitted in the instant agreement, the same will be also mentioned.
- 9.5 It is agreed the Developer shall be entitled to realize its remuneration and development cost by selling the developer's allocation of the constructed area at the said premises as referred to as the Developer's Allocation to any intending buyers and nominee/nominees of the developer.

ARTICLE X - DEVELOPMENT

- 10.1 For the purpose of development of the said Property/said Premises the Developer has agreed :
- i) To appoint its own professional team for undertaking development of the said Premises.
 - ii) The Developer shall take all necessary action to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the building contract, any sub contracts or agreements with the Development and the appointments of the members of its Professional Team and the Developer shall itself diligently observe and perform its obligations under the same.
 - iii) The Developer has used and shall continue to use all reasonable skill and care in relation to the development, to the co-ordination management and supervision of the Building Contractor and the Professional Team, to selection and preparation of all necessary performance specifications and requirements and to design of the Development for the purposes for which is to be used or specific
 - iv) The approved plans/sanctioned plan have been and will be prepared competently and professionally so as to provide for a building free from any design defect and fit for the purpose for which is to be used and the Premises is fit for the carrying out of the development
 - v) The Developer shall commence and proceed diligently to execute and complete the development:

- a) in a good and workman like manner with good quality of materials of their several kinds free from any latent or inherent defect (whether of design, workmanship or materials) and
 - b) in accordance with the Approved Plans, Planning Permissions and all planning permissions which may be granted for the development, the consents, any relevant statutory requirement and building regulations, the requirements of any statutory or other competent authority and the provisions of this agreement
- vi) The Developer shall use its best endeavors to cause the Development to be practically in accordance with the provisions of this Agreement.
 - vii) Compliance with Laws: The Developer shall ensure that the execution of the project is in conformity with the prevailing laws, rules and bye-laws of all concerned authorities and State Government/ bodies and it shall be the absolute responsibility of the Developer to ensure proper compliance. However, if any incident contrary to the covenant happens in such case the land owner shall not be responsible and the sole responsibility will be caste upon the developer.
 - viii) The Developer hereby agrees and covenants with the Owner not to violate or contravene any of the provisions of the rules applicable to construction of the new building.
 - ix) The Developer shall cause construction of the new building at its own cost, risk and responsibility, by adhering to the sanction plan and all applicable laws and attending to all notices issued by concerned authorities. The Developer shall alone be responsible and liable to Government, South Dum Dum Municipality, Other Planning Authorities.
 - x) The Owner shall have the right to inspect from time to time, the on-going construction of the New Building in order to be satisfied about compliance with the Specifications of materials being used for construction, quality of workmanship and all other ancillary or connected issues.

ARTICLE XI - CONSTRUCTION AND COMPLETION

- 11.1 **Completion Date:** The Developer shall construct and complete the entire new building as per the building plan to be sanctioned by the South Dum Dum Municipality within 60 months from the date of commencement of work after obtaining the sanctioned plan and getting vacant and khas possession of the land (hereinafter referred to as the **COMPLETION DATE**). Necessary application for completion/occupancy certificate will be made immediately after completion of the construction.
- 11.2 In addition to the above, the Developer shall not be treated in breach of the performance of obligations if the Developer is prevented from proceeding with the work of construction by the circumstances beyond its control and/or by any circumstances amounting to Force Majeure as hereinafter stated.
- 11.3 The Developer shall be authorized in the name of the Owners in so far as is necessary to apply for and obtain building plan for the construction of the new building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, and/ or gas to the Housing Project and other inputs and facilities required for the construction or for better use and enjoyment of the Project for which purpose the Owners shall execute in favor of the Developer or its nominee or nominees a Development Power of Attorney and other authorities as shall be needed and/or required by the Developer.
- 11.4 The Developer shall at its own costs and expenses and without creating any financial and other liability on the owners construct and complete the Housing Project in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer.
- 11.5 All costs charges and expenses including taxes and Architect's fees accruing due after the execution of this Agreement shall be paid borne and discharged by the Developer and the Owner shall bear no responsibility in this context.
- 11.6 The Developer hereby undertake to keep the Owner indemnified against all third party claims and actions arising out of any sort of act or omission

of the Developer in or relating to the construction of the said Housing Project.

- 11.7 The Developer hereby undertakes to keep the Owners indemnified against all actions suits costs proceedings and claims that may arise out of the Developer's action with regard to the development of the said Property/said Premises and/or in the matter of construction of the said housing project and/or for any defect therein.

ARTICLE – XII : CONDUCT & PROCEDURE

The Owner shall grant to the Developer a registered Power of Attorney in favour of Ritwik Das being the Director of the developer to the following effect and/or purpose:

- 12.1 To look after, take care and manage of affairs relating to construction and development of said land, morefully and clearly mentioned in the 1st Schedule hereinafter written and for the said purpose and for all other purposes to keep the same under his control to jointly develop the said property.
- 12.2 To supervise, manage and conduct all sorts of administration in respect of construction and development of this property hereinabove stated and to handle all sorts of official matters, letters and correspondences arising in course of or in relation to matter concerning construction and development of this property.
- 12.3 To demolish the entire existing structure if any standing upon the said property.
- 12.4 To obtain sanctioned building plan from South Dum Dum Municipality for construction of the proposed newly built property.
- 12.5 To construct Multistoried building over and upon the said land morefully and clearly mentioned in the 1st Schedule hereinafter written as per the sanctioned building plan from South Dum Dum Municipality.
- 12.6 To apply for and obtain all consents, approvals, sanctions and/or permissions as may be necessary and/or required for undertaking development of the said Property.
- 12.7 To apply before CESC and other relevant authorities and to install all electricity lines, cables, meters, gas connections, water connections, and

surface and foul water drainage to the Properties and shall ensure that the same connects directly to the mains.

- 12.8 To serve such notice/notices and enter into such agreement/agreements with statutory undertakers or other companies as may be necessary to install the services.
- 12.9 To give all necessary or usual notices under any statute affecting the demolition and clearance of the Property and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said Property and pay all costs, fees and outgoings incidental to or consequential on, any such notice and indemnify and keep indemnified the Owner from and against all costs, charges, claims, actions, suits and proceedings.
- 12.10 To comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of development.
- 12.11 To comply or procure compliance with, all statutes and any enforceable codes of practice of the Municipality or other authorities affecting the Property or the development.
- 12.12 To take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts, deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Property.
- 12.13 To incur all costs, charges and expenses for the purpose of constructing, erecting and completing the said new building and/or buildings in accordance with the Plan to be sanctioned by the authorities concerned.
- 12.14 To make proper provision for security of the said Property during the course of development.
- 12.15 To negotiate and receive any sum of amount through Cheque or cheques, demand draft, banker's cheque from the intending purchaser or purchasers any Earnest Money and/or Advance or Advances and also the balance purchase money in respect of sale exclusively for developer allocation, and to give good, valid receipt duly signed by them on my behalf and discharge for the same which will protect the purchaser or purchasers for developer allocation only.

- 12.16 To execute Agreement for Sale, Agreement for Tenancy, Leave and Licence Agreement, Agreement for Assignment and Transfer, Lease agreement in respect of the said property or any part thereof exclusively for developer allocation only.
- 12.17 To sign and execute any Agreement/agreements, Deed of Conveyance, Deed of Assignment, Deed of Lease and all other deeds, instrument or documents for the purpose of transferring exclusively for developer allocation or any part thereof to the intending purchaser or purchasers, assignee, transferee and/or Lessee as the attorney deem fit and proper for developer allocation only.
- 12.18 To deposit all fees money before any authority concerned in its name and on its behalf and to sign for obtaining sanction plans etc. from the SDDM and to receive the sanction building plan on his behalf from the said authority for construction of the newly built building and also for selling out undivided share of land together with structure with respect to the developer's allocation/share in the said property and to receive from the intending purchaser or purchasers the earnest money, consideration money and to grant valid receipt thereof to fix possession thereof.
- 12.19 To sign, execute and present for registration all deeds of conveyance/conveyances or agreement/agreements or declaration/declarations with respect to the developer's allocation/share for selling in favour of the intending purchaser/purchasers before any registration office/offices according to agreement between the parties hereto in respect of exclusively for developer allocation of the property.
- 12.20 To apply for and obtain temporary or permanent connection of water, electricity, drainage, sewerages, gas and/or power to the said property before all the competent authorities and offices and to sign all such application forms and documents as shall be required for the said purpose.
- 12.21 To take all legal action/steps with respect to the developer's allocation/share, if any intending Purchaser fails to perform his/her obligation and/or anybody and to sue against any person or authority in connection with the said property.
- 12.22 To appoint any advocate or advocates with respect of developer allocation exclusively of the property.
- 12.23 To appear before any authority or offices of the Government both State and Central Government including South Dum Dum Municipality,

Land Acquisition Office or any other Offices in connection with the aforesaid property to do all necessary acts, deeds or things therein which the principal may be interested or concerned in any manner whatsoever.

- 12.24 To take all steps to protect the interest of the principal in respect of her aforesaid property, which the constituted attorney shall think best, fit and proper.
- 12.25 To negotiate and to do settlement on behalf of the principal with the current tenants/occupants to vacate the possession.
- 12.26 To pay revenue or taxes in respect of his aforesaid property and to receive receipt by signing the name of the principal as his Constituted Attorney.
- 12.27 To appear on behalf the principal before any Notary Public, Inspector General of Registration, Registrar of Assurances, District Registrar, Sub-Registrar of Assurances, Addl. Registrar, Addl. District Registrar, Metropolitan Magistrate having jurisdiction and to present for registration any documents like sale deed, lease deed, gift deed and/or any other deed/document with respect to the developer's allocation/share and to acknowledge papers statement, declarations as may be necessary and/or required from time to time.
- 12.28 To commence, prosecute, enforce, defend, answer or oppose all actions and other legal proceedings and demands touching any matters as the said Attorney shall think fit to compromise, refer to arbitration, abandon or become non-situated in any such action or proceeding as aforesaid with respect to the developer's allocation/share.
- 12.29 To execute and/or accept any kinds of Deed and/or agreement in respect of the developer's allocation of the PROPERTY morefully and clearly mentioned in the 1st Schedule hereinafter written as the said Attorney in his absolute discretion may desire or deem fit and to lodge the same for registration with the Registrar of Assurances, Addl. Registrar/Sub-Registrar, District Registrar, Addl. Dist. Sub-Registrar / District Sub Registrar as the said Attorney may desire or deem fit and proper in respect of developer's share.

**ARTICLE XIII – MAINTENANCE OF THE COMMON PARTS
AND PORTIONS FORMING PART OF THE SAID PROJECT**

- 13.1 The Developer shall be entitled to frame necessary rules and regulations for the purpose of regulating the user of the various units of the said project and each of the persons intending to acquire a unit/space in the said project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of the maintenance charges. It is clarified that the above mentioned process should be planed and execute mutually between the Parties herein.

ARTICLE XIV- FORCE MAJEURE

- 14.1 Meaning of Force Majeure: The Parties shall not be held responsible for any consequences or liabilities under this Agreement only if the Parties are prevented in meeting the obligations under this Agreement by reason of the following contingencies only (and nothing else): (1) acts of God (2) acts of nature (3) acts of war (4) fire (5) insurrection (6) terrorist action (7) civil unrest (8) riots (9) Pandemic, (10) Local problem and/or local disturbances, (11) Any prohibitory order from the court, South Dum Dum Municipality and other authorities, (11) Any other unavoidable circumstances beyond control of the developer and (12) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations which prevents the fulfillment of relevant obligations and which makes impossible the construction on the said premises (collectively Force Majeure) and in all cases only in relation to the said premises

ARTICLE XV – HOLDING ORGANISATION

- 15.1 After completion of the said Project or so soon thereafter the Developer shall cause a Society/Syndicate/Association/Company to be formed for the

purpose of taking over of the common parts and portions and also for the purpose of rendition of the common services and each of the persons acquiring a unit/space in the said new building and/or project shall be bound to become a member of such Holding Organization.

- 15.2 In the event of the control of the common parts and portions and the obligation of rendition of common services being entrusted by the Developer to any Facility Management Company (hereinafter referred to as the MANAGEMENT COMPANY) each of the persons acquiring a unit/space in the said new Building and/or project shall be liable and agrees to make payment of the proportionate share of the maintenance charges to such Management Company without raising any objection whatsoever or howsoever

ARTICLE XVI- OWNER'S OBLIGATIONS

16.1 The Owner has agreed :

- a. To co-operate with the Developer in all respect in under development of the said Property/said Premises in terms of this agreement.
- b. To execute all deeds documents and instruments as may be necessary and/or required from time to time in respect of the development of the said property/said Premises.
- c. For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the Project and/or Buildings in accordance with the said Plan.
- d. The Owner will execute a registered power of attorney in favor of the Developer or its nominee and/or nominees to enable the Developer to obtain all other permissions approvals consents and/or sanctions as may be necessary and/or required and to do such other acts deeds and things which are necessary and/or required from time to time for smooth implementation and/or giving effect to this

Agreement in respect of the development of the said property/said Premises.

- e. To execute the Deed of Conveyance and/or conveyances as the case may be in respect of the various flats units apartments constructed spaces and car parking spaces forming part of the said housing project in favor of the Intending purchasers.
- f. That on obtaining sanctioned plan from the office of the South Dum Dum Municipality, the Developer herein shall be bound to intimate the same to the Owners herein in writing and handover the Xerox of the sanctioned plan to the Owners herein on proper receipt.
- g. It is agreed by the parties that the Developer shall be entitled to sell out his allocation to third parties, excepting the owner's allocation. However, if the owner's allocation is being purchased by the developer, under such circumstances the developer shall be entitled to sell the same to any intending purchaser.
- h. The Owner and the Developer shall have their right and interest on all common areas and facilities of the building.
- i. The Developer shall have the liberty to execute and register the proper Deed of Conveyance in favour of the intending buyers of the developer's allocation on the basis of the Registered Power of Attorney which will be executed and registered by the Owner in favour of the Developers.
- j. The Developer shall be entitled to fix a sign Board on the said property for advertisement media for the purpose of transfer its allocated portions.
- k. The Developer shall appoint the Architect for supervision of the structural construction of the foundation, basements, pillars, structures, beams, concretes, overhead reservoir, electrical and plumbing and sanitary fixtures and materials used for constructions, sewerage etc. and they shall do so exclusively at their own costs and expenses.
- l. The Owner shall extend and for all necessary facilities and cooperation, if needed to the Developer for obtaining sanction

plan, permanent connection of water supply, electric connection with meter(s) drainage, sewerage, telephone and similar other installations needed for completion of the proposed multi-storied building in which the building will be in fully complete in all respects and in habitable nature.

- m. For the purpose of construction for the said new building or building, the architect, Engineers and other Technical experts and all workmen shall be paid by the Developer who will be responsible for making payments to each and every one of them. The Owners shall have no liability or responsibility for making such payment to any of them either during the construction period or after completion of construction. If at any point any local hazard arises, the necessary steps for solving the same will be taken by the Developer at his own costs and expenses and in that case, the Owner shall extend all sorts of co-operation in favour of the Developers.
- n. It is agreed that no portions of the constructed building shall be used by either party to this agreement for any unlawful illegal immoral purpose otherwise than those described/dedicated in the sanctioned building plan, as mentioned in the ground floor plan or on the upper floors. The Owner and the Developer shall abide by the restrictions regarding upper of the covered areas/flats open spaces etc.
- o. Both the parties hereto agreed that the terms and conditions contained in this agreement and in the schedule annexed with this agreement shall be adhere to the most cordial and friendly manner. If any dispute arises beyond the agreed terms and conditions incorporated in this agreement both parties shall try to settle the said dispute at bi-parties level.
- p. The Owner herein hereby undertakes that the Developer herein shall be entitled to get the Developer's allocation of the said construction and shall enjoy the Developer's allocated portion without any interference or disturbances provided the Developer performs and fulfills as the terms & conditions herein contained and/or on the part of the developer to be observed and performed.

- q. That upon demise either of the parties to this agreement, this agreement shall not be cancelled or terminated, the respective heirs of the deceased party will step in the shoes of the deceased party and the said heirs of the deceased party shall be bound to fulfill the terms of this agreement.
- r. That sale proceeds of the Developer's allocation and proportionate land interest with regard to the Developer's allocation will be considered as consideration of the flats/apartment and other miscellaneous expense incurred by the Developer.
- s. The parties of the both parts have entered into agreement purely or principle to principle basis and nothing stated herein shall be deemed or constructed as partnership or joint ventures between the Owner and Developer. Each party shall keep other indemnified from and against the same.
- t. That the monies as would be received by the Developer by way of disposal of the allotted portion of the Developer shall be regarded to be the income of the Developer and upon such monies the Owner shall have no claim nor the Owner shall have any liability for those moneys to be received by the Developer to any taxing authority including Income Tax Authority. If any dispute is cropped up in between the Developer and prospective buyers, the Owner shall have no responsibility or liabilities to that effect. If the Developer raises any construction in the said proposed building in deviation to the sanctioned building plan and for the same if the Municipal Authority adopts any legal action against the owner, the Owner shall have no responsibility and liability to that effect and the Developer shall be bound to settle such disputes by carrying on negotiation with the Municipal Authority or by adopting any other recourse.
- u. That it is agreed by and between the both the Parties hereto that any other terms may be included and/or excluded, if necessary, after the execution of these presents as agreed by the both the parties herein, then the Deed of Rectification may

be executed between them being the part of these presents ,
if requires , in future.

- v. That Parties to this agreement along with their respective heirs and successors shall remain bound by the terms of this Agreement and each term of this Agreement is the consideration for the each other and after completion of the construction of the said building as well as getting possessions of the respective allocation of the both parties herein, this deed of agreement will be come to an end and/or to cancel.

ARTICLE XVII – (DEVELOPER'S INDEMNITY)

- 17.1 The Developer hereby undertakes to keep the Owner saved harmless and fully indemnified from and against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the development of the said Property/said Premises .
- 17.2 The Developer hereby undertakes to keep the Owner indemnified and indemnifies the Owner against all actions suits costs proceedings and claims that may arise out of the Developer's action with regard to the development of the said Property/said Premises and/or in the matter of construction of the said New Building and/or for any defect therein.
- 17.3 The Developer hereby undertakes that they are entitled to sell and assign the developer's allocation to any intending buyers/purchasers or nominee/nominees of the developer.
- 17.4 That the Developer herein hereby undertakes to keep the Owner indemnified against all Third Party claims and actions arising out of any sort of act of commission or omission of the developer in or in relation to the construction of the said new Building strictly in terms of the Plan to be sanctioned by South Dum Dum Municipality and the Developer also keeps the Owner herein indemnified against all actions, suits, cases, proceeding, claims, etc. that may arise out of the Developer's allocation with regard to the Developer of the said holding.

ARTICLE XVIII- PROCEDURE

- 18.1 That after execution of this development agreement, the Owner shall execute and register a Development Power of Attorney in favor of the Developer required for the purpose of obtaining necessary permission approvals and sanctions from different authorities in connection with the construction of the new Building and also for pursuing and following up the matter with the Municipal Corporation, Fire and other authorities and for booking and/or entering into agreement for sale of saleable area of Developer's allocation forming part of the said new Building .
- 18.2 The Developer shall be entitled to take up the work of construction through its contractors.

ARTICLE XIX – EVENT OF DEFAULT

- 19.1 The Developer has assured the Owner that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits given in this Agreement, without default. It is further clarified that if the Developer shall strictly comply with the time limit which is mentioned herein, in respect of construction of the new Building on the said Property/said Premises.
- 19.2 If the Developer fails to meet the time limit in respect of construction of the new Building on the said Property/said Premises, then the Owner shall be bound to extend the same for a further period of 12 months. If the work is not still completed then the owner shall issue a notice in writing to the Developer to comply the time limit. If Developer unable to rectify the default in construction of new building on the said Property/said Premises within 4 (four) month from the date the above mentioned notice then the Owners shall have the right to cancel and/or rescind this Agreement. Then the Owner has to refund all investment made by the Developer in the said New Building.
- 19.3 If the development/construction works get stalled for any disputes, court cases, notices in respect to the Title of the property/ownership then the

Developer reserves the right to rescind the agreement after the Owner shall refund the investment made by the Developer.

ARTICLE XX – AUTHORITY

- 20.1 For the purpose of this Agreement Mr. Dillip Kumar Roy shall be the authorized representative of the Owner and Mr. Ritwik Das shall be the authorized representative of the Developer.
- 20.2 The parties may from time to time change such authorized representatives.
- 20.3 Any act deed or thing done by any of such authorized representative shall be binding on the party represented by such authorized representative.

ARTICLE XXI – NEGATIVE COVENANTS BY THE OWNER

- 21.0 As and by way of negative covenants the Owner has assured the Developer as follows :
 - i) Not to sell, transfer, grant lease and/or tenancy nor to enter into any development agreement or any other agreement whatsoever in respect of the said Premises with any other person and/or persons in respect of the said Premises or any part or portion thereof till the time this agreement is in force
 - ii) Not to create any interest of any third party into or upon the said Premises or any part or portion thereof till the time this agreement is in force
 - iii) To do all acts deeds and things as may be necessary and/or required from time to time till the time this agreement is in force

ARTICLE XXII- MISCELLANEOUS

- 22.1 **BORROWING :** The Developer shall be entitled to obtaining bank finance and/or banking facilities from any bank and/or financial institutions in its own name for the purpose of undertaking the said project and for the aforesaid purpose shall be entitled to create a charge and/or mortgage over and in respect of the said Property/said Premises or any part or

portion thereof and the Owners hereby agree and undertake to sign and execute all deeds documents instruments and papers as may be necessary and/or required IT BEING EXPRESSLY AGREED AND DECLARED that in no event the Owners shall assume any liability and/or responsibility in respect of such loans and/or finances availed by the Developer and the Developer has agreed to keep the Owners saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.

22.2 RELATIONSHIP OF THE PARTIES –

- (i) This Agreement does not create nor shall it in any circumstances be taken as having created a partnership between the parties
- (ii) All contracts and agreements entered into by the Developer pursuant to this Agreement shall be contracts or agreements between the Developer as principal and the respective third parties and the Owner shall have no obligation or liability under them except to sign and execute such deeds documents and instruments for the purpose of conferring a legal title.

22.3 NON WAIVER - any delay tolerated and/or indulgence shown by the Developer in enforcing the terms and conditions herein mentioned or any tolerance shown shall not be treated or constructed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of the Developer.

22.4 ENTIRE AGREEMENT - this agreement supersedes all documents and/or writing and/or correspondence exchanged between the parties hereto. Any addition alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the parties unless the same is recorded in writing and signed by both the parties.

22.5 RESTRICTION ON ALIENATION – This agreement is personal to the developer who shall not assign transfer part or otherwise deal with its interest under this Agreement or any part thereof or agree to do the same

22.6 COSTS - each party shall pay and bear its own cost in respect of their respective advocates and/or solicitor's fees and the registration charges towards this agreement shall be paid borne and discharged by the developer

22.7 **NOTICES** : Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid first class post with recorded delivery, or by fax addressed to the intended recipient at its address set out in this agreement or to such other address or telefax number as any party may from time to time duly notify to the others. Any such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by fax) on the next following business day in the place or receipt (of if given by registered post with acknowledgement due) two days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such telefax was duly dispatched to a current telefax number of the addressee.

22.8 No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy

22.9 Time shall be the essence as regards the provisions of this agreement, both as regards the time and period mentioned herein and as regards any times or periods which may, by agreement between the parties be substituted for them

22.10 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

22.11 Save as hereinbefore provided, termination of this agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.

22.12 The Agreement (together with schedules, if any) the entire agreement between the parties and save as otherwise expressly provided, no

modifications, amendments or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto

22.13 This agreement shall be binding on the parties hereto and their respective successors and assigns

22.14 In the event of any ambiguity or discrepancy between the provisions of this agreement and the articles, then it is the intention that the provisions of this agreement shall prevail and accordingly the parties shall exercise all voting rights and other rights and powers available to them so as to give effect to the provisions of this Agreement and shall further, if necessary, procure any required amendment to the Articles.

22.15 Nothing contained in this agreement shall be deemed to constitute a partnership between the parties hereto nor shall constitute any party the agent of the other for any purpose

22.16 Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

ARTICLE XXIII - AMENDMENTS

23.1 The Parties herein shall have the liberty to modify/extend/amend the terms and conditions of the instant agreement. However, no modification or amendment of this Agreement and no waiver of the terms or conditions hereto shall be binding unless made specifically in writing duly executed by the authorised representative of the developer or by the vendor or any of them as the case may be.

ARTICLE XXIII - GOVERNING LAW, ARBITRATION AND JURISDICTION

24.1 The implementation of this agreement and all acts and/or commission and/o omission thereof by the parties hereto and/or any person claiming through or under them including their nominee or nominees shall be

governed by all applicable laws whether central or state for the time being in force including their amenities and/or modifications from time to time.

24.2 The Owner and/or the Developer as the case may be shall be bound to comply with the provisions of the Income Tax including the provisions of tax deduction as source.

23.3 The Owner and/or the Developer as the case may be shall be liable and/or responsible for of sales tax, GST Vat or any other indirect taxes realizable against consideration ad shall deposit the sum with the authorities in due course.

24.4 This Agreement shall be governed by, and be construed in accordance with the laws of the Republic of India.

All disputes, differences, controversies arising between the parties hereto, whether during the subsistence of this agreement or on or after its termination or after its completion, regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents including the construction or interpretation of any word, phrase or clause hereof and/or the said premises or determination of any liability shall be referred to the Arbitral Tribunal the said tribunal will consist three ARBITRATORS. Both the parties will appoint one arbitrator on their behalf and both the appointed arbitrators will appoint a third arbitrator and the same shall be deemed to be a reference within the meaning of the Arbitration and conciliation Act 1996 or any other statutory' modification or enactment for the time being in force in India in respect of arbitration.

24.5 All proceedings arising out of the aforesaid arbitration proceeding or any other matter relating to this Agreement shall be subject to the jurisdiction of the competent District Court at Kolkata or the Hon'ble High Court at Calcutta in its ordinary original civil jurisdiction.

24.6 PROVIDED that where the reliefs sought relate to possession or any question involving right, title and interest in the said property, the competent Court shall be the Learned District Judge of the District in which the said property is situated.

24.7 The sitting of the Arbitration Proceedings will be at Kolkata and the language will be in English.

- 24.8 That the Learned Arbitrator shall NOT be obliged to pass a reasoned order and shall have power to conduct the proceeding summarily and the authority to lay down his own procedure to conduct the arbitration proceeding.
- 24.9 That the Learned Arbitrator shall NOT be obliged to follow or bound by the Code of Civil Procedure, 1908 or the Indian Evidence Act, 1872.
- 24.10 Courts at Kolkata alone shall have jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties hereto.

**THE FIRST SCHEDULE ABOVE REFERRED TO
DESCRIPTION OF THE PROPERTY**

ALL THAT one (1) acre land lying and situated at Mouza Garui, P.S. Dum Dum, Sub-Registration office Cossipore Dum Dum, J.L. no. 16, C.S. Dag nos. 416 and 417, R.S. Dag no. 425, 416 and 417 and L.R. Dag nos. 725, 726, 732, 733, 735, 736, 737, 738, 739, 741 and 740, corresponding to L.R. Khatian no. 3829, R. S. no. 21 appertaining to Touzi nos. 164, 63, bearing Holding no. 57, Panchanan Sarkar Road, Mouja Garui, P.S. Dum Dum, within Ward no. 4 of South Dum Dum Municipality, Kolkata - 700065 along with a passage of 23 ft. wide curved out of land in Dag no. 425 alongwith structures standing approx 2500 sq.ft. pucca structure and 1500 sq.ft. kancha structure thereon TOGETHER WITH all other residuary right, title and interest appertaining thereto and for the sake of brevity hereinafter called and referred to as the SAID PROPERTY and more fully described in the Schedule hereunder written. The said Plot is bounded as follows:

On the North	By Matkal Mouza no. 15
On the East	By Dag no. 424 and the remaining portion of Dag no. 425 wherefrom a passage of 23 ft. wide has been curved out
On the South	By Dag nos. 410, 411, 414 and 415
On the West	By Matkal Mouza no. 15

**THE SECOND SCHEDULE ABOVE REFERRED TO
(Owner's Allocation)**

ALL THAT undivided 25% constructed area in the newly constructed building to be constructed over and above the land as mentioned herein above in the First Schedule.

**THE THIRD SCHEDULE ABOVE REFERRED TO
(Developer's Allocation)**

ALL THAT undivided 75% constructed area in the newly constructed building to be constructed over and above the land as mentioned herein above in the First Schedule.

THE FOURTH SCHEDULE ABOVE REFERRED TO

PART-A

(Material Specification)

Brick	:	Good Quality picked Brick
Stone Chips	:	3/4 th down
Rod (Torched Steel):	:	8 MM to 20 MM, Grade Fe500.
Cement	:	Ultratech /Birla Gold /Birla Samrat or reputed make (Super 53 Grade for Casting)
Sand	:	Medium Coarse Sand
Door Frame	:	Malaysian Saal Wood
Door Palla (Panel)	:	Flush Door
Window Frame	:	Sliding Almunium Panel with Glass.
Grill	:	Iron/Steel.
Pipes- External	:	Water Supply Outside, Rainwater and outlets- PVC of Astral/Supreme or reputed Make
Pipes- Internal	:	Inside Toilet and Kitchen UPVC/PVC of Astral/Supreme or reputed make.
Water Fittings	:	Chromium Plated C.P. Bib cock.
Kitchen Fittings	:	Stainless Steel Water Sink at Kitchen

Sanitary Fittings	:	White Colour ISI Mark Porcelain Basin and Commode at Bathrooms of Cera/Hindware.
Glaze Tiles	:	Bathroom walls fitted with Glaze Tiles upto 6' Ft from floor.
Kitchen Table Top	:	Black Stone and Black Granite and Glaze Tiled upto 2' Ft. from table top.
Electrical	:	Concealed wiring with Polycab/Mescab Cables and Anchor Switches, Havelles MCB with electricity points as follows:-
Bed Rooms	:	Light Point- 02 Nos, Fan Point- 01 No., 5Amp Plug Point- 01 No, AC Point- 01 No (In Two Rooms).
Living/Dining Room	:	Light Points- 04 Nos, Fan Point- 02 Nos, 5 Amp & 15 Amp Plug Point 01 No each.
Kitchen	:	Light Point- 01 No, Exhaust Fan Point- 01 No, 5 Amp Plug Point & 15 Amp Plug Point- 01 No. each.
Toilet	:	Light Point- 01 No, Exhaust Fan Point- 01 No, 15 Amp Plug Point- 01 No.
Balcony	:	Light Point- 01 No.
At Entrance Door	:	Calling Bell Point-01 No.
Floor	:	Vitrified, designer ceramic tiles finish of Standard quality
Inside Walls	:	Plaster of Paris
Outside Wall	:	Plaster and colour with Super Snowcem.
Lift	:	Reputed make of 06 (Six) Passenger Lift.

PART-B
SPECIFICATION FOR WORK

FOUNDATION

The foundation shall be RCC (1:1:5:3)

PLINTH

Plinth level shall be as per approved plan.

FILLING

Foundation trench and plinth shall be filled up by excavated earth/silver sand etc.

LINTEL & CHAJJA

Lintel and Chajja shall be RCC (1:1:5:3) as per engineer's direction WC

WINDOW

All windows shall be of Sliding Aluminum Frame with glass fitted with necessary hardware fittings.

DOOR

All doors shall be of Malaysian Saal Wood/Kapoor wood frame with Flush Door finished with Primer paint and with necessary hardware fittings.

SANITARY & PLUMBING

All internal line shall be concealed of UPVC/PVC pipes of Astral/Supreme Make with necessary fittings. All exterior lines shall be of PVC pipes of Astral Make and necessary fittings.

FLOORING, SKIRTING & DADO

Entrance lobbies with staircase and landings – Checker Tiles/Marble.

PAINTING

All MS Grill, internal Doors and windows shall be done with Primer paint. All external walls finished with cement based paints (Snowcem)

TOILETS

All WC with Cistern (C P Connector) One Tap, Mixer of Hot & Cold Water and Telephone Shower, One shower with necessary fittings.

ELECTRIFICATION

All lines shall be concealed with approved ISI marked wires with adequate points in the rooms, with duct for Cable and Telephone line.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written

SIGNED AND DELIVERED BY THE OWNER
at Kolkata in the presence of

Sankar Rik
6, Raja Naba Krishna Street
Kolkata - 700005
Sachin Das
84/A Manick Lal Manna Road
Kolkata - 700005

SIGNED AND DELIVERED BY THE DEVELOPER
at Kolkata in the presence of:

Sankar Rik
Sachin Das

ART UNION PRINTING WORKS (P) LTD.

Latif Kumar Roy
Director

BLUECHIP NIRMAN PVT. LTD.

P. K. Das
Director
BLUECHIP NIRMAN PVT. LTD.
MD. Samir Hossain
Director

Drafted by,

Naba Kumar Ghosh
Naba Kumar Ghosh
Advocate

Sea'dah Civil Court
Kolkata-700014
WBBC No.:505/89

SCALE- 1 : 300

2000-01-01



Director

BLUECHIP NIRENBERG

2000

Director

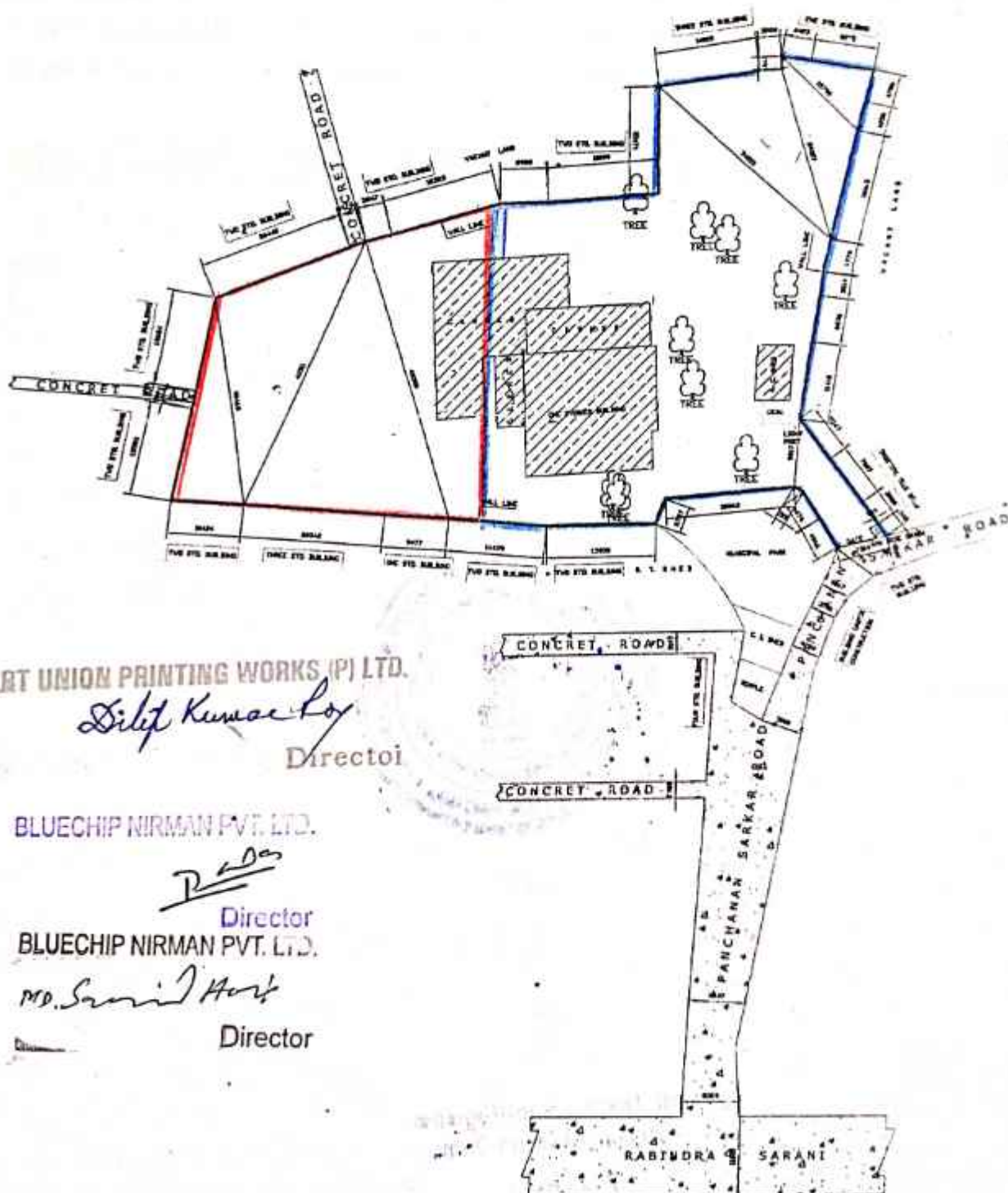
BLUECHIP NIRMAN PVT. LTD.

MD. Samiul Haque

Director

SURVEY PLAN OF R. S. DAG NO- 416 & 417, KHATIÁN NO- 51, IN MOUZA-
GARUI, J. L. NO- 16, AT HOLDING NO- 57, PANCHARAN SARKAR ROAD
GARUI PASCHIM PARA, WARD NO- 4, P. S. DUM DUM, UNDER SOUTH DUM DUM
MUNICIPALITY, KOLKATA- 700028, SCALE- 1 : 300

LAND AREA - 4405 . 756 SQ.MT.= 65K. - 13CH.- 38 SFT, = 47423 SFT



ART UNION PRINTING WORKS (P) LTD.

Silip Kumar Roy

Director

BLUECHIP NIRMAN PVT. LTD.

R. Das

Director

BLUECHIP NIRMAN PVT. LTD.

Mr. Srinivas

Director



Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192022230213648248

GRN Details

GRN: 192022230213648248
GRN Date: 13/12/2022 15:41:24
BRN : 3812390800915
Gateway Ref ID: CHL2108316
GRIPS Payment ID: 131220222021364823
Payment Status: Successful
Payment Mode: SBI Epay
Bank/Gateway: SBICPay Payment Gateway
BRN Date: 13/12/2022 15:42:30
Method: State Bank of India NB
Payment Init. Date: 13/12/2022 15:41:24
Payment Ref. No: 2003483328/1/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr Ritwik Das
Address: 133/1C, Ramdulal Sarkar Street
Mobile: 9830956342
Email: bluechip.projects@gmail.com
Period From (dd/mm/yyyy): 13/12/2022
Period To (dd/mm/yyyy): 13/12/2022
Payment Ref ID: 2003483328/1/2022
Dept Ref ID/DRN: 2003483328/1/2022

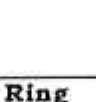
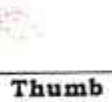
Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003483328/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	75020
2	2003483328/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				75041

IN WORDS: SEVENTY FIVE THOUSAND FORTY ONE ONLY.

PAID

Page No. _____
SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants/ presentants					
	 	 Little	 Ring	 Middle	 Fore	 Thumb
		(Left Hand)				
		 Thumb	 Fore	 Middle	 Ring	 Little
		(Right Hand)				
	 	 Little	 Ring	 Middle	 Fore	 Thumb
		(Left Hand)				
		 Thumb	 Fore	 Middle	 Ring	 Little
		(Right Hand)				
	 	 Little	 Ring	 Middle	 Fore	 Thumb
		(Left Hand)				
		 Thumb	 Fore	 Middle	 Ring	 Little
		(Right Hand)				
		 Little	 Ring	 Middle	 Fore	 Thumb
		(Left Hand)				
		 Thumb	 Fore	 Middle	 Ring	 Little
		(Right Hand)				

Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Sankar Rit Son of Late Haradhan Rit 28/1, Naskar Para Lane, City:- Not Specified, P.O:- Shibpore, P.S:- Shibpur, District:- Howrah, West Bengal, India, PIN:- 711102	Md Samiul Haque, Mr Ritik Das, Mr Dilip Kumar Roy			<i>Sankar Rit</i> 14-12-2022

(Kaustava Dey)
ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
COSSIPORE DUMDUM
North 24-Parganas, West
Bengal

Addl. District Sub-Registrar
Cossipora, Dum Dum





Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM, District Name :North 24-Parganas

Signature / LTI Sheet of Query No/Year 15062003483328/2022

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Md Samiul Haque Natun Chandra Dafahat Hafania, City:- Not Specified, P.O:- Dafahat, P.S:-Jalangi, District:- Murshidabad, West Bengal, India, PIN:- 742224	Representative of Developer [Bluechip Nirman Private Limited]			Md. Samiul Haque 14-12-22
2	Mr Ritik Das 133/1c, Ramdulal Sarkar Street, City:- Not Specified, P.O:- Beadon Street, P.S:-Burtola, District:- Kolkata, West Bengal, India, PIN:- 700006	Representative of Developer [Bluechip Nirman Private Limited]			Ritik Das 14/12/22
3	Mr Dilip Kumar Roy 165, Sri Arobindo Sarani, City:- Not Specified, P.O:- Beadon Street, P.S:-Burtola, District:- Kolkata, West Bengal, India, PIN:- 700005	Representative of Land Lord [Art Union Printing Works Private Limited]			Dilip Kumar Roy 14/12/22

Major Information of the Deed

Deed No :	I-1506-16217/2022	Date of Registration	15/12/2022
Query No / Year	1506-2003483328/2022	Office where deed is registered	
Query Date	10/12/2022 9:13:44 AM	A.D.S.R. COSSIPORE DUMDUM, District: North 24-Parganas	
Applicant Name, Address & Other Details	S Dutta Thana : Hare Street, District : Kolkata, WEST BENGAL, Mobile No. : 8240197802, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 6,68,92,500/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,030/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Dum Dum, Municipality: SOUTH DUM DUM, Road: Panchanan Sarkar Road, Mouza: Gorui, Premises No: 57, , Ward No: 004 JI No: 16, Pin Code : 700065

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-725 (RS :-)	LR-3829	Bastu	Bastu	0.92 Acre		5,96,16,000/-	Width of Approach Road: 25 Ft.,
L2	LR-726 (RS :-)	LR-3829	Bastu	Bastu	0.08 Acre		51,84,000/-	Width of Approach Road: 25 Ft.,
		TOTAL :			100Dec	0 /-	648,00,000 /-	
	Grand Total :				100Dec	0 /-	648,00,000 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	2500 Sq Ft.	0/-	16,87,500/-	Structure Type: Structure
Gr. Floor, Area of floor :2500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
S2	On Land L1, L2	1500 Sq Ft.	0/-	4,05,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
	Total :	4000 sq ft	0 /-	20,92,500 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Art Union Printing Works Private Limited 165, Sri Arobindo Sarani, City:- Kolkata, P.O:- Beadon Street, P.S:-Burtola, District:-Kolkata, West Bengal, India, PIN:- 700006 , PAN No.:: aaxxxxxx7g,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Bluechip Nirman Private Limited 6, Raja Naba Krishna St., City:- Kolkata, P.O:- Hatkhola, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700005 , PAN No.:: aaxxxxxx8k,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mr Ritik Das (Presentant) Son of Mr Rathin Das 133/1c, Ramdulal Sarkar Street, City:- Not Specified, P.O:- Beadon Street, P.S:- Burtola, District:-Kolkata, West Bengal, India, PIN:- 700006, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, ,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Bluechip Nirman Private Limited (as DIRECTOR)
2	Mr Dilip Kumar Roy Son of Late Ajit Kumar Roy 165, Sri Arobindo Sarani, City:- Not Specified, P.O:- Beadon Street, P.S:- Burtola, District:-Kolkata, West Bengal, India, PIN:- 700005, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, ,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Art Union Printing Works Private Limited (as DIRECTOR)
3	Md Samiul Hoque Son of Mr Muntaj Ali Mohammed Natun Chandra, Dafahat Hafania, City:- , P.O:- Dafahat, P.S:-Suti, District:-Murshidabad, West Bengal, India, PIN:- 742224, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: ADxxxxxx8D, Aadhaar No: 26xxxxxxxx7463 Status : Representative, Representative of : Bluechip Nirman Private Limited (as DIRECTOR)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Sankar Rit Son of Late Haradhan Rit 28/1, Naskar Para Lane, City:- Not Specified, P.O:- Shibpore, P.S:-Shibpur, District:-Howrah, West Bengal, India, PIN:- 711102			
Identifier Of Mr Ritik Das, Mr Dilip Kumar Roy, Md Samiul Hoque			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Art Union Printing Works Private Limited	Bluechip Nirman Private Limited-46 Dec,-46 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Art Union Printing Works Private Limited	Bluechip Nirman Private Limited-4 Dec,-4 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Art Union Printing Works Private Limited	Bluechip Nirman Private Limited-1250.00000000 Sq Ft,-1250.00000000 Sq Ft

Transfer of property for S2

Sl.No	From	To. with area (Name-Area)
1	Art Union Printing Works Private Limited	Bluechip Nirman Private Limited-750.00000000 Sq Ft,-750.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Dum Dum, Municipality: SOUTH DUM DUM, Road: Panchanan Sarkar Road, Mouza: Gorui, Premises No: 57, , Ward No: 004 JI No: 16, Pin Code : 700065

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 725, LR Khatian No:- 3829	Owner:আর্ট ইউনিয়ন প্রিন্টিং ওয়ার্কস গ্রা: লি: , Gurdian:পক্ষে ডাইরেক্টর, Address:নিজ , Classification:বাস্তু, Area:0.92000000 Acre,	Art Union Printing Works Private Limited
L2	LR Plot No:- 726, LR Khatian No:- 3829	Owner:আর্ট ইউনিয়ন প্রিন্টিং ওয়ার্কস গ্রা: লি: , Gurdian:পক্ষে ডাইরেক্টর, Address:নিজ , Classification:গড়নায়কপতিত, Area:0.04000000 Acre,	Art Union Printing Works Private Limited

On 13-12-2022

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 6,68,92,500/-

Kaustava Dey

Kaustava Dey
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE
DUMDUM
North 24-Parganas, West Bengal

On 14-12-2022

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

Presented for registration at 14:05 hrs on 14-12-2022, at the Private residence by Mr Ritik Das ,.

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

Execution is admitted on 14-12-2022 by Mr Ritik Das, DIRECTOR, Bluechip Nirman Private Limited, 6, Raja Naba Krishna St., City:- Kolkata, P.O:- Hatkhola, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700005

Indetified by Mr Sankar Rit, , Son of Late Haradhan Rit, 28/1, Road: Naskar Para Lane, , P.O: Shibpore, Thana: Shibpur, , Howrah, WEST BENGAL, India, PIN - 711102, by caste Hindu, by profession Service

Execution is admitted on 14-12-2022 by Mr Dilip Kumar Roy, DIRECTOR, Art Union Printing Works Private Limited, 165, Sri Arobindo Sarani, City:- Kolkata, P.O:- Beadon Street, P.S:-Burtola, District:-Kolkata, West Bengal, India, PIN:- 700006

Indetified by Mr Sankar Rit, , Son of Late Haradhan Rit, 28/1, Road: Naskar Para Lane, , P.O: Shibpore, Thana: Shibpur, , Howrah, WEST BENGAL, India, PIN - 711102, by caste Hindu, by profession Service

Execution is admitted on 14-12-2022 by Md Samiul Hoque, DIRECTOR, Bluechip Nirman Private Limited, 6, Raja Naba Krishna St., City:- Kolkata, P.O:- Hatkhola, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700005

Indetified by Mr Sankar Rit, , Son of Late Haradhan Rit, 28/1, Road: Naskar Para Lane, , P.O: Shibpore, Thana: Shibpur, , Howrah, WEST BENGAL, India, PIN - 711102, by caste Hindu, by profession Service

Kaustava Dey

Kaustava Dey
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE
DUMDUM
North 24-Parganas, West Bengal

On 15-12-2022

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- (E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/12/2022 3:42PM with Govt. Ref. No: 192022230213648248 on 13-12-2022, Amount Rs: 21/-, Bank: SBI EPay (SBIEPay), Ref. No. 3812390800915 on 13-12-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 10.00/-
by online = Rs 75,020/-
Description of Stamp

1. Stamp: Type: Impressed, Serial no 3588, Amount: Rs.10.00/-, Date of Purchase: 25/11/2022, Vendor name: R Paul
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 13/12/2022 3:42PM with Govt. Ref. No: 192022230213648248 on 13-12-2022, Amount Rs: 75,020/-, Bank:
SBI EPay (SBlePay), Ref. No. 3812390800915 on 13-12-2022, Head of Account 0030-02-103-003-02

Kaustava Dey

Kaustava Dey
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE
DUMDUM
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1506-2022, Page from 547725 to 547778

being No 150616217 for the year 2022.



Digitally signed by KAUSTAVA DEY
Date: 2022.12.19 17:14:38 +05:30
Reason: Digital Signing of Deed.

Kaustava Dey

(Kaustava Dey) 2022/12/19 05:14:38 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

(This document is digitally signed.)