



व. ए. ए. 542/14
दि. 19/9/14
Time 5.30 pm

WEST BENGAL
Indorsement sheet and signature
Sheet attached with the document
are part of the Document.

Andi Dist. Sub-Registrar
Chandannaga, Hooghly

23 SEP 2014

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT made this the 19th day of September, Two
Thousand and Fourteen of the Christian era.

Cont P/2

19/09/2014 and Query No. 1601160 dated 19/09/2014

19/09/2014

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

Presented for registration at 17.30 hrs. on 14-09-2014 at the Private residence of Ram Chakraborty, Executive

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

Execution is admitted on 19/09/2014 by

- 1. Ram Chakraborty
Mayor, Chandangore Municipal Corporation, Marie Park, Barabazar Thana Chandannagar
Chandannagar District Hooghly, WEST BENGAL, India, Pin -712136
By Profession Others
- 2. Vicky Raj Sikaria
Partner, M/ S Digital Commosales L L P 4 D, Chaitan Seti Street Thana Posta District Kolkata
WEST BENGAL, India, Pin -700007
By Profession Business
Identified By Subhas Ch Mandal, son of Late Fatick Ch. Mandal, Chandannagar Court
Thana: Chandannagar, P.O. Chandannagar, District: Hooghly, WEST BENGAL, India By Caste
Hindu, By Profession: Law Clerk.

(Rezaul Huq)
A. D. S. R. CHANDANNAGAR

22/09/2014

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.-4,99,26,285/-

Certified that the required stamp duty of this document is Rs. 5000/- and stamp duty paid is Rs. 5000/-

(Rezaul Huq)
A. D. S. R. CHANDANNAGAR

24/09/2014

Certificate of Admissibility (Under Section 45, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule I, Article number 15(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

paid By Cash

Rs. 27486/- on 24/09/2014



GOVERNMENT OF INDIA
MINISTRY OF LAND REVENUE
District, Hooghly

Revenue Department, Hooghly
No. 103 of 2014 and Query No. 103 of 2014
G.O. 27489 P-71 on 24/09/2014

Stamp duty

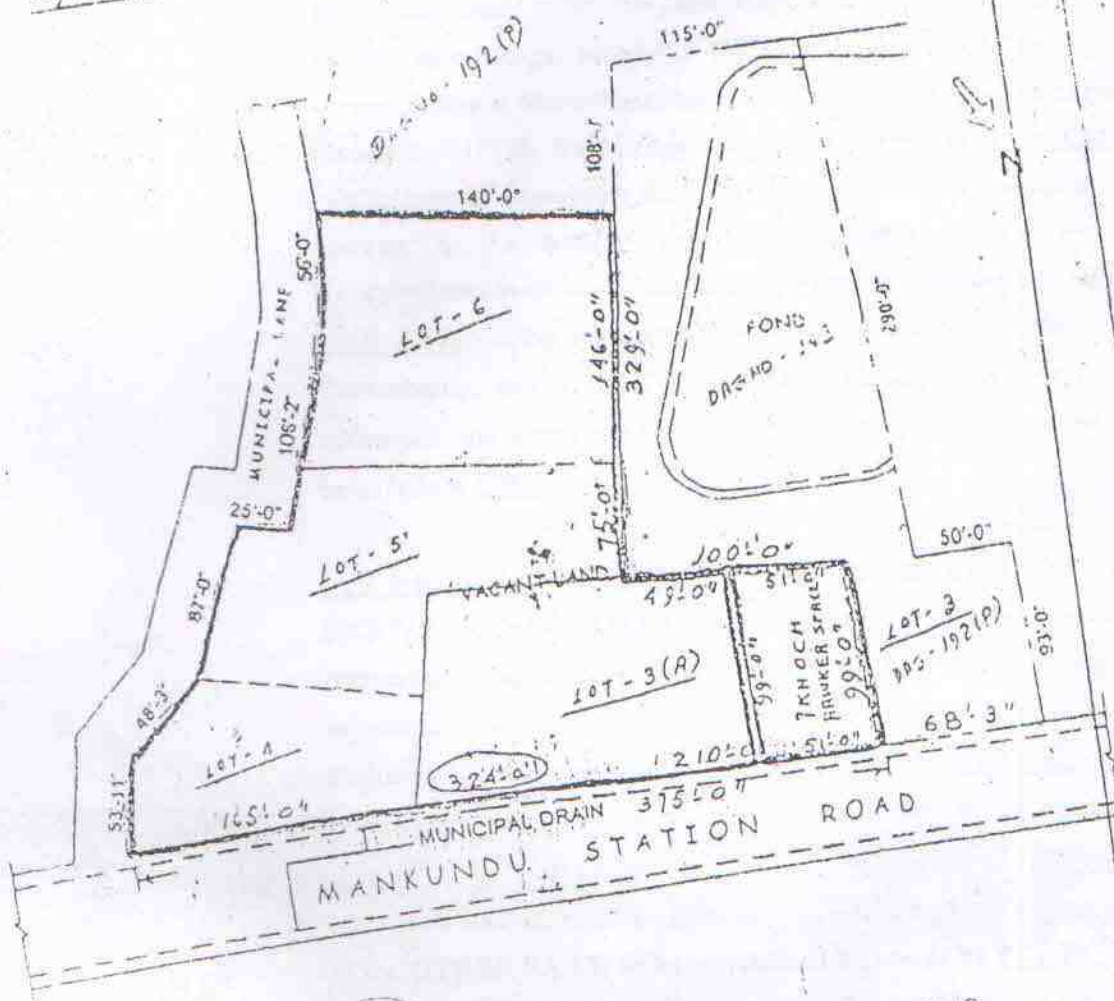
Stamp duty

Rs 40000/- is paid, by the Bankers cheque number 889788, Bankers Cheque Date 19/09/2014 Bank
State Bank of India, Chandannagar, received on 24/09/2014

Rs 40000/- is paid, by the Bankers cheque number 889789, Bankers Cheque Date 19/09/2014 Bank
State Bank of India, Chandannagar, received on 24/09/2014

(Rezaul Karim)
A. D. S. R. CHANDANNAGAR

PORTION 3000



DIGITAL COMMOSALES L.P.

0.0000

BETWEEN

CHANDERNAGORE MUNICIPAL CORPORATION, a statutory body established under the State Legislation (presently governed by the West Bengal Municipal Corporation Act, 2006) having its Central Office at Marie Park, Barabazar, P.O. & P.S. Chandernagore, Hooghly - 712136, West Bengal, hereinafter referred to as the 'CMC' (which term or expression shall, unless excluded by or repugnant or contrary to the subject or context, be deemed to mean and include its successors-in-office, administrators, executors and assigns) of the ONE PART being represented by its Hon'ble Mayor, Sri Ram Chakraborty, son of Late Kalipada Chakraborty, statutorily authorised and empowered to execute these presents for and on behalf of the CMC.

AND

M/S. DIGITAL COMMOSALES LLP (FORMERLY KNOWN AS DIGITAL COMMOSALES PVT. LTD.), a limited liability partnership registered under the LLP Act, 2008, having its registered office at Police Station - Posta, Kolkata - 700007, hereinafter referred to as the 'DEVELOPER' (which term or expression shall unless excluded by or repugnant or contrary to the subject or context, be deemed to mean and include its successors-in-business/interest, administrators and assigns) of the OTHER PART, being represented by one of its PARTNER : SRI VICKY RAJ SIKARIA, son of Sri Pawan Sikaria, residing at G.C. 191, Sector - III, P.S. Bidhannagore, Salt Lake City, Kolkata - 700014, authorised and empowered to execute these presents for and on behalf of the Developer.

WHEREAS one Ganesh Chandra Khan who was a Hindu governed by Dayabhaga School of Hindu Law was the owner of amongst others a piece and parcel of land recorded as 'Bagan' and comprised in J.L. No. 1, Sheet No. 24, L.R. Dag No. 301 corresponding to R.S. Dag No. 192, R.S. Khatian No. 565, Mouza - Chandernagore, Mankundu Station Road (at Sambhu More), within the Municipal Limits of the Chandernagore Municipal Corporation Police Station - Chandernagore, District - Hooghly, West Bengal;

AND WHEREAS the said Ganesh Chandra Khan died intestate on March 02, 1994, leaving behind his wife Smt. Annapurna Khan and four sons, namely Suresh Chandra Khan, Samaresh Chandra Khan, Arup Kumar Khan and Amit Kumar Khan, and three daughters, namely Anita Saha, Pranati Saha and Rina Mondal as the only legal heirs and successors to all his estate including the aforesaid piece and parcel of land;

AND WHEREAS amongst the aforesaid heirs of the said Ganesh Chandra Khan, since deceased, Smt. Suresh Chandra Khan instituted a suit being Suit No. 309 of 1994 in the Hon'ble High Court at Calcutta for partition of the estate of the said Ganesh Chandra Khan, since deceased;

AND WHEREAS the aforesaid suit was finally decreed by the Hon'ble High Court at Calcutta on 2nd February 1996, and under the terms of the said Decree, amongst the heirs of the said Ganesh Chandra Khan, since deceased, the said Amit Kumar Khan, Pranati Saha and Rina Mondal succeeded, amongst others, the following piece and parcel demarcated and partitioned land comprised in L.R. Dag No. 301 corresponding to R.A. Dag No. 192, R.S. Khatian No.

465, Mouza and Police Station - Chandernagore, District - Hooghly,
absolutely and forever as ;

<u>Name of Heir</u>	<u>Quantum of Land</u>
Amit Kumar Khan	1 Bigha 8 Cottah 3 Chittacks 9 Sq ft
Pranati Saha	1 Bigha 7 Cottah 11 Chittacks 30 Sq ft
Rina Mondal	2 Bighas 1 Cottah 5 Chittacks 5 Sq ft

TOTAL - 4 Bighas 17 Cottahs 3 Chittacks 44 Sq ft

AND WHEREAS by three separate Bengali Deeds of Conveyance being Nos. 2150 for the year 2003 dated 30th August 2003 (executed by Amit Kumar Khan), 01092 for the year 2004 dated 12th May 2004 (executed by Pranati Saha) and 01803 for the year 2004 dated 12th May 2004 (executed by Rina Mondal), the CMC, mentioned as the Purchaser in all those three Deeds, purchased the aforesaid land measuring in total about 4 (four) Bighas 17 Cottahs 3 Chittacks 44 (forty four) Sq.ft., be the same a little more or less, comprised in L.R. Dag No.301 corresponding to R.S. Dag No. 192, R.S. Khatian No.565, Mouza - Chandernagore, Mankundu Station Road (at Sambhu More), within the municipal limits of the Chandernagore Municipal Corporation, Police Station - Chandernagore District - Hooghly, free from all encumbrances;

AND WHEREAS thus by virtue of the purchase under the aforesaid three Deeds of Conveyance, the CMC became the absolute and exclusive owner of the aforesaid piece and parcel of land.

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AND WHEREAS the CMC decided to develop 4 Bighas 10 (ten) Cottahs 3 (three) Chittacks 44 (forty four) Sq. ft. of land (and has excluded 7 (seven) Cottahs 44 (forty four) Sq. ft. of land situated on the northern western side out of the said area, land particulars of which 4 Bighas 10 Cottahs 3 Chittacks and 44 sq. ft. are described in the first schedule hereunder written and which is shown within red boundary lines on the plan hereto annexed and hereinafter called the "Land") and pursuant to such decision, the CMC invited sealed tenders (by issuing short Tender Notice dated 18th February 2013) from the intending Developers for the purpose of development of the said land measuring 4 (four) Bighas 10 (ten) Cottahs 3 (three) Chittacks 44 (forty four) Sq. ft., be the same a little more or less, comprised in L.R. Dag No. 301 corresponding to R.S. Dag No. 192, R.S. Khatian No. 565, Mouza - Chandernagore, Mankundu Station Road (at Nambha More), within the municipal limits of the Chandernagore Municipal Corporation, Police Station - Chandernagore District - Hooghly, more fully and particularly described in the first schedule hereunder written, hereinafter referred to as the "said land";

AND WHEREAS in response to such invitation, the CMC received several sealed quotations from various persons and/or organizations including the Developer herein;

AND WHEREAS the said Developer has been found the highest and the successful bidder AND consequently by a Letter of Intent (LOI) dated 11th May, 2013 issued by the CMC in favour of the said Developer Digital Commosales Pvt. Ltd. through Digital

and the Developer has to deposit the entire security amount of Rs. 25,00,000/- as therein stated and the Developer became entitled to develop the said land in accordance with the provisions as laid down in the notice inviting tender/bid and the tender/bid papers.

AND WHEREAS the said Digital Commosales P. Ltd. by Letter dated 29th May, 2013 has accepted the said L.O. and has paid the security money amounting to Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) and agreed to pay in accordance to the terms and conditions of the said tender and bid.

AND WHEREAS on 31st day of March, 2014, Digital Commosales Pvt. Ltd. was converted to DIGITAL COMMOSALES LLP (formerly known as DIGITAL COMMOSALES PVT. LTD.) under section 55(1) of the LLP Act, 2008 having LLP Identification Number : AAC-2254, having its registered office at 4D, Chaitany Seti Street, Kolkata - 700 007 and the same was intimated to the Chandernagore Municipal Corporation vide letter dated 09.06.2014. AND WHEREAS the said Developer submitted a building plan for the construction of four buildings, and the said C.M.C. on 21st June 2014 sanctioned and issued the sanctioned plan to the Developer.

 AND WHEREAS in terms of the said Short Tender Notice bearing No. JA/Adv./2013/03 dated 18.02/2013 and Bid Document related thereto, the parties herein now do hereby execute this Joint Development Agreement for development of the said land recording the terms and conditions appearing hereinafter.

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NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

Article - I : Definitions

In these presents unless contrary or inconsistent or repugnant thereto the following expressions shall have the following meanings

1.1 AGREEMENT shall mean this Agreement for Development of the said land pursuant to the successful bidding by the Developer and shall include all supplementary agreements in connection thereto and all modifications and amendments which the First Party herein may mutually agree and bring on record for the purposes mentioned herein.

1.2 ARCHITECT shall mean any person or persons who may be appointed by the Developer for designing and planning of the said new building or buildings at the said land.

1.3 BUILDING shall mean the building or buildings comprising of several self contained residential and/or commercial flats to be built and erected on the said land.

1.4 COMMON AREAS INSTALLATIONS AND FACILITIES shall mean and include corridors, stair-cases, passage ways, pump room, tube-well, overhead water tank, water pump and motor, and other facilities as are normally provided in a multi-storied building

1.5 COMMON EXPENSES there shall be no monetary investment by the CMC and the entire expenses and costs to be incurred and/or borne for meeting up the expenses in respect of the multi-storied building shall be borne by the Second Party

1.6 COMMON PURPOSES shall mean and include the purposes of managing, maintaining, maintaining and up keeping the building or buildings and the land appurtenant thereto (and in particular the

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common areas, installations and facilities), rendering of common service in common expenses and dealing with the and disbursement of the common expenses and dealing with the matters of common interests and relating to their manual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the common areas, installations and facilities in common

1.7 DEVELOPER shall mean the said M/S DIGITAL COMMONSALES LLP (FORMERLY KNOWN AS DIGITAL COMMOSALES PVT. LTD.), a limited liability partnership registered under the LLP Act, 2008, having its registered office at 4D, Chaitan Seti Street, Police Station- Posta, Kolkata - 700 007, and the term also includes its successors-in-business/interest, administrators and assigns.

1.8 LAND shall mean the land measuring about 4 (four) Bighas 10 (ten) Guntas or (thrice) Chakrucks or (four) Guntas or the same or little more or less, comprised in L.R. Dag No: 301 corresponding to R.S. Dag No: 192, R.S. Khatian No: 565, Mouza - Chandernagore, Mankunda Station Road (at Sambhu More), within the municipal limits of the Chandernagore Municipal Corporation, Police Station - Chandernagore, District - Hooghly, and as described in the First Schedule hereunder written, subject to the variation, whether less or more which, in entirety, owned and possessed by the CMC.

1.9 L.O.I. shall mean the 'Letter of Intent' dated 11th May, 2013 as issued by the CMC to the Developer and shall include all modifications and/or amendments that may be made thereto

1.10 L.O.A shall mean the 'Letter of Acceptance' dated 29/5/13 as submitted by the Developer in response to the L.O.I and shall include

all modifications and/or amendments that maybe made there

1.11 MASCULINE gender shall include the feminine and neuter genders and FEMININE gender shall include the masculine and neuter genders and vice-versa and NEUTER gender shall include the masculine and feminine genders

1.12 NEW BUILDING/BUILDINGS shall mean the proposed multi-storied building or buildings comprising of several units/flats/spaces, both residential and commercial, to be constructed at the said land in accordance with the Plan.

1.13 PLAN shall mean the building plan/plans to be sanctioned/sanctioned and issued by CMC/other concerned authority/authorities in the name of the First Party enabling construction of Multi storied building/s containing self contained independent residential/commercial units with provisions of all amenities and utilities and the said expression shall include all future/ future modifications/ additional sanctions/ revisions/ attachments thereof.

1.14 PROPORTIONATE OR PROPORTIONATELY shall mean the proportion in which the super built up area of the units/portions in the building or buildings is allocated PROVIDED THAT where it refers to the share of any rates and/or taxes amongst the common expenses, then such share shall be determined on the basis such rates and/or taxes are being respectively levied.

1.15 SINGULAR number shall include the plural number and vice-versa.

1.16 SPECIFICATION shall mean the specifications required for the purpose of construction of the said new building or buildings as

mentioned in the Second Schedule hereunder written

1.17 SUPER BUILT UP AREA according to the context shall mean (i) the plinth area of the said Units (which includes inter alia, the area of the covered balconies and also the thickness of the extra name and internal walls thereof and pillars and Columns therein PROVIDED THAT if any wall, pillar or column be common between two units then one-half of the area under such wall or pillar shall be included in each such Unit), (ii) such proportionate share of the area of the common areas.

1.18 TRANSFER with its grammatical variations shall mean transfer as per the Transfer of Property Act, 1882 and also mean, in consonance of the aforesaid Act, transfer of possession, right and title and by any other means adopted for effecting what is understood as a transfer of possession, right and title of any part of the proposed multistoried building to the interested parties or transferees thereof and may include both.

1.19 TRANSFERABLE SPACE shall mean the constructed space in the new building or buildings available for independent common use and occupation, whether residential or commercial, including the car parking space (covered and open) and also two wheeler parking space.

ARTICLE - II : COMMENCEMENT

2.1 This Agreement shall be deemed to have commenced on and with effect from the date of execution hereof.

ARTICLE - III : REPRESENTATIONS AND

RIGHTS OF THE CMC

3.1 The CMC hereby declares that the CMC is the absolute and

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encumbrances and the said land does not suffer from any legal impediment and/or restraint order passed by any competent court of law against the title of the CMC over the said land at the moment.

3.2 The said land is free from all encumbrances, charges, liens, dispendens, and attachments whatsoever and howsoever.

3.3 The CMC hereby undertake to grant/allot Municipal Holding Number for the said land separately within one month and separate the said area of seven cottahs (from northern western side) excluded and separated from the Development Project.

3.4 All government rates, taxes and outgoings prior to the date of execution of this instant agreement have been and shall be paid and discharged by the CMC.

3.5 During subsistence of this agreement and till any of the terms and conditions of this agreement is not violated by the Developer,

the CMC assures that it shall not enter into any agreement with and/or shall not approach and/or offer and/or appoint any person and/or organization and/or any Firm, Institution, Company and/or Association of Persons to develop the said land nor it shall transfer and/or alienate its right, title and interests in the said land to any person and/or organization and/or any Firm, Institution, Company and/or Association of Persons other than the Developer herein and/or its nominee or nominees and/or it shall not create any encumbrance and/or third party right, title or interest in the said land in any manner whatsoever save and exception favour of the Developer and/or its nominee or nominees.

ARTICLE - IV : RIGHTS OF THE PARTIES

4.1 This agreement is being entered into as a Joint Development agreement between the parties, for the development and commercial exploitation of the said Land (to be allotted a separate Municipal Holding Number by the CMC) and construction of building containing self-contained independent commercial and residential utility apartments / spaces in terms hereof.

4.2 The land is being contributed /brought in by C.M.C. The developer has agreed to bear all costs and expenses of Development and construction and completion of the buildings.

4.3 The CMC has agreed to receive in full as its allocation the entire bid money AND the Developer has agreed to receive as its allocation the entire constructed areas, residential and commercial and other utility areas car parking, (open and covered) and two wheeler parkings and utility structures on the said land, common portions, common installations, facilities rights liberties benefits advantages of / in / at the project.

4.4 The CMC hereby accordingly in the premises and consideration of the acceptance of the bid doth hereby grant, subject to what has been provided in this Agreement, exclusive right to the Developer to build upon the said land the new building or buildings thereon through its competent personnel and with the costs and expenses to be exclusively borne / arranged by the Developer and in accordance with the said sanctioned plan (with or without any amendment and/or modifications thereon made or caused to be made by the Developer) and for this purpose the said CMC has duly made over possession of the said land to the

Developer And the Developer shall in its rights as Developer shall hold and possess the said land in terms of the provisions contained in this Agreement and by fulfillment of the purpose of this Agreement and the Developer shall have the power and authority to appoint and maintain security guards and/or person over and/or for the said land subject to supervision of CMC through its competent personnel.

4.5 The Developer shall be entitled to make all applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanctions and permissions from the appropriate authorities on behalf of and in the name of the CMC or the Developer, as the case may be at its cost and expenses. The Developer shall also meet Architect's fees and other fees Provided, that the Developer alone shall be entitled to all refunds of any or all payments and/or deposits made in this behalf and the CMC shall render all assistance including obtaining consent and signing and executing necessary documents, forms and papers for obtaining such sanctions and permissions and references in accordance with law.

4.6.1. The CMC confirms that the said land shall be transferred free from all encumbrances to the Developer and/or its nominees (being the flat buyers as shall be fixed by the Developer) and the Developer has the right to Develop the said land, and also the right to booking/sale of flats/space etc. and right to mortgage as applicable under current legal provisions, from the date of execution hereof, regardless of the date of execution of the Conveyance/Deed.

4.6.2. The Developer shall be entitled to borrow money and/or avail of loans from any Bank or Banks and/or financial institutions and/or private money lending agencies as would be deemed fit and proper by the Developer for developing and/or carrying out the construction at the said land, whether as project loan or development loan or otherwise,

4.7 In consideration of the CMC having agreed to permit the Developer to commercially exploit the said land of the CMC for that purpose and to construct, erect and build new building or buildings under the supervision of competent Engineers/Architects/personnel in accordance with the said plan sanctioned by the Chanderagore Municipal Corporation and/or any modification/amendment thereof. The Developer shall be entitled to and CMC does hereby authorise it to -

- (a) appoint and discharge Architects/Engineers/other personnel agents.
- (b) take all steps for obtaining the sanctions and/or approvals or permissions from CMC and all other concerned authorities.
- (c) obtain all approvals, sanctions, consents and permissions in the name of the CMC as may be required for the said purposes and/or for the purpose of construction of new building or buildings at the said land or for the development of the same.
- (d) incur all costs, charges and expenses for the construction, erection and completion of the new building or buildings at the said land ;

(e) make payment of the amount to the CMC as per the terms and conditions of the tender and bid documents for granting exclusive Development rights / for developing the said Land, and planning, designing, engineering, financing, constructing, marketing, operating disposing and dealing with the said residential cum commercial complex to be raised built and completed by the Developer as herein stated.

(f) be entitled to and shall have the allocation of the Developer as provided herein, and deal with and dispose of the same and receive, collect and hold, have and appropriate the same absolutely for itself without any right, claim objection and hinderance by CMC.

ARTICLE V DEPOSIT

5.1. The Developer has agreed to pay to CMC in terms and conditions of the tender and bid documents for granting exclusive Development rights / for developing the said Land, and planning, designing, engineering, financing, constructing, marketing, operating disposing and dealing with the said residential cum commercial complex to be raised built and completed by the Developer as herein stated.

5.2. Out of the Owners Allocation the Developer has paid to the CMC in the following manner:

(i) Rs.25,00,000/- (Rupees Twenty Five Lakhs only) Receipt No. 014515 dated 26/03/2013.

(ii) The Developer shall handover/pay the Owners Allocation in accordance with the terms and conditions of the tender and bid documents and other correspondences made within the parties.

5.3. The said total sum as agreed as per bid amount as indicated in the LOI dated 11th May, 2013 issued by CMC to be paid by the Developer as indicated above shall be treated as total amount towards CMCs Allocation subject to provisions contained elsewhere in this Agreement. It is agreed that the remaining balance sum shall be paid after the execution of the irrevocable power of attorney.

as the terms of payment has been modified considering some practical inconvenience to start the project in terms of the bid document.

It is desirable that CMC shall remove all occupiers/encroachers occupying / possessing the said front/road side portions of the said land and give full vacant possession free from all encumbrances of the same (including entry and exit) too to the Developer within 90 days on and from execution of this agreement.

5.4. In the event of delay in payment of the said balance sum or any portion thereof, the Developer will be liable to interest @ 12 percent per annum for the period of delay.

5.5 Subject to compliance of the said conditions for payment towards "CMC Allocation" and upon following the terms and conditions of this agreement, the Developer shall be entitled to deal with and/or cause arrange transfer of the units/Rats/rooms in the building or buildings on the said land (with proportionate undivided variable, imperible, attributable share in land or land beneath the building) as per the decision of the Developer. And the Developer shall also be entitled to receive and appropriate all payments out of such transfer and/or dealings entirely on its own account and to the exclusion of CMC; AND it is agreed that CMC shall not have any claim/dispute over and in respect thereof.

ARTICLE-VI: PROCEDURE

6.1. Immediately after execution of this agreement, CMC shall put the Developer in khas possession of the said land to undertake the work of Development and construction of buildings at the said

6.2 Immediately after execution of this agreement, CMC will execute or cause to be executed an irrevocable General Power of Attorney for Development in favour of the Developer and and/or its nominee or nominees. Whereby in addition to the various powers, and authorities contained in such General Power of Attorney, the Developer shall be entitled to enter into agreement for sale or transfer and to receive consideration in respect of the various flats/apartments/units and/or car parking spaces and/or two wheeler parking spaces in the said project.

6.3. It shall always be the responsibility and obligation of CMC to ensure that the said property and/or land continue to remain freed of all litigations, encroachment in and around the Schedule Premises (Road Side and Frontage) and in the event of any defect in title, CMC will at its own cost cure and remedy the same and shall keep the said land fully protected and indemnified against all adverse claims costs, liabilities, suits, proceedings costs and charges.

6.4. The CMC shall, as and when required and asked for by the Developer, sign, execute, do, execute, make all such documents and papers required for obtaining necessary permissions from the authority or authorities concerned including application for sanctioned plan and for doing all jobs in connection with the Development work at the said land from time to time in accordance with law.

6.5. The CMC itself shall always at the requirement of the Developer duly accord its sanction to all further/ additional/plans certificate of completion / partial completion certificates expeditiously and with no sanction fee or other fee.

6.6. The CMC shall, at the earliest, provide all necessary sanctions and permissions including sanction of Plan/Certificate of completion etc. as and when submitted by the Developer subject to the law of the land and shall not without any cogent and valid reason withhold and/or reject such sanction and/or permission provided that any such unreasonable withholding and/or rejection shall amount to extension of the period of completion of construction of the building or buildings at the said land as contemplated in this Agreement by the period by which grant of such sanction and/or permission is delayed. It shall be the obligation of the CMC to give the necessary sanction to the plan to be submitted by the Developer relating to the said land in accordance with law without delay

6.7. The Developer shall, on and from the date of receiving possession of the said land make payment of all the land revenue and all outgoings related to the said land and shall hold defend and keep and protect its possession of the said land in its own rights as the Developer.

6.8. This agreement is a Joint Development Agreement as will also appear from the Tender inviting offers whereby CMC had invited offers for joint development of the said land.

6.9. In as much as the allocation of the CMC for all purposes has been agreed to be changed in terms of money, the entire of Project and all the constructed area shall belong to and shall vest with the Developer and the Developer shall be entitled to enter into an Agreement for Sale and Sale deeds agreements for Lease and Deeds of Leases, and Licenses and Transfers and/or create third party interest in its name and CMC hereby consents to the same

CMC has no objection of being added as "Owner"/"Vendor" in all agreements and transfer deeds and to execute the same if required by the Developer. However, the Developer as per the authorities under the said Power of Attorney shall be fully entitled to execute the said documents in the same and on behalf of CMC.

6.10 The Developer shall be entitled to receive all monies consequent upon sale and transfer of the constructed area in the said building or building to be constructed in its own name and acknowledge receipt thereof.

6.11. All agreements to be so entered by the Developer and in any event, the Constituted Attorney appointed by the CMC by virtue of the said irrevocable General Power of Attorney will be entitled to sign all papers, documents, and instruments for and on behalf of and in the name of CMC, and in the opinion of the Developer, the CMC shall join in as party in such dealings and shall sign and execute all Deeds and Documents relating to such dealings whenever the Developer requires it to do so.

6.12: It is hereby expressly agreed and declared that the Developer shall remain fully responsible in respect of the agreements and/or Deeds for transfer to be entered into with the various transferees in respect of the flats/units/ spaces in the said building or buildings and/or any part or portion thereof and in no event the CMC shall be liable or responsible for any liability or refund whatsoever or howsoever unless the same is caused by any act of the CMC; And the Developer agrees to indemnify and keep the CMC indemnified against all actions, suits and proceedings, costs, charges and expenses in respect thereof and this provision shall apply vice versa

the buildings

ARTICLE - VII : BUILDING(S)

7.1. The Developer after receiving peaceful and vacant possession of the said land shall in a lawful /proper manner develop the said land and construct, erect and complete the New Building or Buildings at the said land in accordance with the said sanctioned plan and with specification described in the Second Schedule hereunder written with such materials as shall be recommended by the Architect and with good workmanship and the said New Building or Buildings shall be completed within 42 (forty two) months from the date of this Agreement and in the event the Developer is prevented by the circumstances beyond its control to complete the entire work, the CMC would grant extension considering the reasons and circumstances. All costs and expenses of construction including preparation of further plan shall be borne by the Developer only and shall be sanctioned by CMC with no sanction fee. In the event it is found by the CMC that the cause or causes shown by the Developer in its application for extension for time is/are not reasonable and / or just and / or cogent and / or without foundation and / or acceptable and / or frivolous in that event CMC shall have absolute power/discretion either to reject such application assigning reasons thereto or allow the same subject to payment of delay charges which may extend upto 1,00,000/- (Rupees One Lakh) but not less than Rs. 50,000/- (Rupees Fifty Thousand).

7.2. The said building on the said land shall be constructed with such materials in accordance with the specifications details

whereof are mentioned in Schedule II hereunder written.

7.3. The Developer may, if it thinks fit and proper, install and erect in the said new Building or Buildings lifts, generators of sufficient capacity as may be required for the purpose of running water pump, lift, lighting common spaces/staircases, tube well, water tanks of sufficient capacity, overhead/underground reservoir, electrification, present electric connection from the CESC and until the permanent connection is obtained, a temporary electric connection and other facilities shall be provided as are required to be provided in a multi-storied building having self-contained apartments and independent constructed areas for transfer as independent/self-contained flats/ units /spaces and as mutually agreed between the Developer and the Government of the State for use by the staffs of the Developer.

7.4. The Developer shall be authorised to apply for and temporary and permanent connection of water, power, drainage, sewerage and/or gas to the New Building or Buildings and other inputs and facilities required for the construction or for the better enjoyment of the building or buildings for which purpose the CMC shall execute in favour of the Developer or its nominee or nominees a Power of Attorney and other authorities as shall be required by the Developer.

21 7.5. The Developer shall be authorised in its own name or in the name of the CMC, as the case may be, so far as is necessary to apply for (temporary/final) connections of electricity to the New Building or Buildings and other inputs and facilities required for the construction or for the better enjoyment of the building or buildings

documents and/or shall execute an irrevocable Power of Attorney in favour of the Developer and/or its nominee or nominees as shall be required by the Developer.

7.6 The Developer shall be entitled, if required, to have permanent electricity connection or connections and the transformer required thereof in the said new building or buildings in its own name after completion of construction of such building or buildings and the CMC hereby gives it consent to such obtainment of permanent electricity by the Developer and the CMC hereby agrees and confirms that it shall sign and execute all such papers and documents as would be required by the Developer from time to time for the purposes mentioned in the bye-laws.

7.7 The Developer shall construct and complete the new building or buildings and various units and/or apartments therein in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer and all costs and expenses for the purpose shall be borne by the Developer.

7.8 The Developer shall have the exclusive right to appoint architect, builder contractor, and/or any other person or persons and/or organisation or organisations, whether technical or otherwise, for the purpose of construction and/or development at the said land.

7.9 All costs, charges and expenses for initiation and completion of the Development Work and construction

7.10 The CMC shall not cause any obstruction or interference in the Developer continuing with the construction, erection and completion of the said new building or buildings.

7.11 The Developer shall complete the building or buildings within a period of 42 (forty two) months from the date of this Agreement unless the Developer is restrained by any unforeseen circumstances or by any act or incident beyond control of the Developer in which case the aforesaid time period of 42 (forty two) months shall be mutually extended by the parties herein to such reasonable period as would be required for the purpose.

ARTICLE - VIII : SALIENT UNDERSTANDING

8.1 From the date of receiving possession, the Developer shall be responsible to pay land revenue for the said land. The CMC will not be entitled to receive any amount from the said date until the date of granting completion certificate. From the date of issue of completion certificate, the municipal rates/taxes, as shall be lawfully assessed, shall be payable for the flats/buildings as per applicable provisions by the flat purchasers.

8.2 The Developer/flat holders shall punctually and regularly pay the rates and taxes as stated in paragraph 9.1 to the concerned authorities.

8.3 The intending transferee or transferees of the unit or units in the said new building or buildings may avail of loans against the unit to be purchased by him/her/it with the prior approval of the Developer only and with no obligation/liability of CMC and the Developer in that behalf.

8.4 The CMC shall act in accordance with law and the Developer is not prevented from construction and completion of the said new building and co-operate, assist and/or help the Developer in all possible respects for the execution of the Project.

ARTICLE - IX : BREACHES

9 In as much as the Developer is entitled in its allocation the land and in as much as the Developer will be incurring huge expenses for the purpose of development and completion of the project and in the event of any breach, the monetary compensation will not be adequate, and accordingly none of the parties hereto shall be entitled to cancel or rescind this agreement. In the event of any breach, the other party shall be entitled to sue for specific performance of this agreement.

ARTICLE - X : DISPUTE RESOLUTION

10. In the event of any dispute between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained and at any stage or regarding determination of any liability, the same shall be referred to the arbitration to one person if both the parties have mutually agreed upon as otherwise each party shall appoint its Arbitrator AND the said two Arbitrators shall before entering upon the reference appoint a Third Arbitrator. Such arbitration will be continued in accordance with the provisions of Arbitration and Conciliation Act, 1996.

ARTICLE - XI : INDEMNITY OF THE CMC

11.1. The CMC hereby undertakes that the Developer shall be entitled to the said construction from Building on plot no. 12.

...entitlements and the Developer shall have the right to
enjoy the transferable rights in flats/spaces therein, and
land share, subject to CMC Allocation (in terms of payment
Articles V AND the developer will have exclusive right to transfer
in favour of intending purchasers or transferees.
11.2. The CMC hereby undertakes to keep the Developer
indemnified against all actions, suits, costs, proceedings and
claims that may arise out of the action and/or inaction of the CMC
with regard to the said land.

ARTICLE - XII : INDEMNITY OF THE DEVELOPER

12.1. The Developer hereby undertakes to keep the CMC
indemnified against all third party claims and actions and also
against all other claims and actions if arising out of any of act of
omission or commission of the Developer in or relating to the
construction of the proposed new building or buildings at the said
land and for any defect or construction of such buildings.

12.2. If any accident or mishap takes place during construction
until completion of the said new building or buildings whether due
to negligence or otherwise of the Developer, the Architect or their
labours or contractors, the same shall be on account of the
Developer and the CMC shall be fully absolved of any liability or
claim thereof or there from.

ARTICLE - XIII : MISCELLANEOUS

13.1. It has been agreed between the parties herein that the LOI
and the LOA shall form part of this Agreement. It is confirmed that
this agreement is entered into between the parties on the terms
conditions and consideration as agreed finally between the parties.

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after discussion several topics and items of the tender and documents without harming and deviating from the intentions and purposes and benefits of CMC

13.2 It is understood that from time to time to facilitate the construction of the new building or buildings by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the CMC and various applications and other documents may be required to be signed or made by the CMC for which specified provisions may not have been made herein and the CMC hereby undertakes to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter in accordance with law and the CMC shall execute and sign any such

required by the Developer in accordance with law for the purpose and the CMC also undertakes to sign and execute all such additional applications and documents as the case may be

PROVIDED THAT all such acts, deeds, matters and things do not in any way infringe the rights of the parties herein and/or go against the spirit of the Agreement in accordance with law.

13.3. The Developer/its transferees/nominees shall not -

- (a) use or permit use of the respective flats saleable spaces for carrying out any obnoxious, illegal and immoral trade/activity,
- (b) demolish or permit demolition of any wall or other structure in the flat/saleable area / building or make any structural unauthorised alteration or constructions.

13.4. Any notice required to be given by the Developer shall without

rejudice to any other mode of service available, be deemed to have been served on the CMC or any of them if delivered by hand and duly acknowledged by the CMC or any of them or sent by registered post / speed post with acknowledgement due card to the registered address of the CMC and this provision shall apply vice versa

13.5. That any notice required to be served hereunder shall be deemed to have been sufficiently served on the 7th day of the date on which the same with the registered Addresses of the CMC is delivered to the postal authorities for transaction under the Registered Post/Speed Post with acknowledgement due card unless it is proved that the same has not been received.

13.6. The Developer shall have the power and authority to frame a scheme for the management of the buildings and/or common parts thereof. The Parties herein and other occupiers shall abide by all the rules and regulations of such management Society/Association/Holding Organisation and the CMC hereby gives its consent to abide by the same in accordance with law.

13.7. The Complex/project shall be named "SABUJ SWAPANO" which name shall never be changed/altered.

13.8. It is expressly agreed that the transaction/agreements herein recorded is not and shall not be constructed as partnership between the parties and/or any agreement for sale of the land AND it is an agreement of Development of the said land as per the tender of the CMC/LOA/LOI above referred to. This agreement is on a principle

12.9 All stamp duty and registration fee for all agreements of transfer and sale of flats/saleable areas etc in favour of transferees shall be payable by the respective transferee.

13.10 The CMC agrees to render its full co-operation and available assistance and guidance to the Developer as may be from time to time required by the Developer.

13.11 The Developer shall without any further/other claim of CMC for money or otherwise be entitled to the benefits of further Floor Area Ratio if the statutory provisions in this behalf are changed and further/additional FAR is permitted/granted at any time before or after completion of the project and other Completion Certificate and/or Occupation Certificates have been granted and management has been made over to the Association AND the Developer shall be entitled to utilise such further/additional Floor Area Ratio and raise and complete such constructions on the said buildings and deal with and dispose of the same and derive all benefit/proceeds, absolutely providing any statutory fees (if applicable) to CMC.

ARTICLE - XIV : FORCE MAJEURE

14.1. The parties hereto shall not be considered to be liable or under any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

14.2. Force Majeure shall mean acts or intervention of Government Agencies, Acts of God, injunctions and/ or any restraint order passed by a competent court of law, fire, flood, earthquake, riot.

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at storm, tempest, civil commotion, strike, lock-out, unavailability of materials, legislation and / or any other act or omission beyond the control of the parties hereto.

ARTICLE - XV : DOCUMENTATION

15 All the agreements for transfer of any portion of the said building or buildings and all legal matters in connection with the said land and/or the said new building or buildings shall be made by the Developer only in uniform form and all Deeds for transfer any portion of the said new building or buildings shall be executed by the CMC as would be required by the Developer as hereinbefore stated.

ARTICLE - XVI : JURISDICTION

16. The Courts and/or Forums in HOOGHLY only and no other Courts shall have jurisdiction to try, determine and adjudicate the matters between the parties arising out of or touching or requiring interpretation of any of the provisions of this Agreement. This provision shall also apply in respect of transfer of any part of the new building or buildings to any intending transferee.

FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT the land measuring about 4 (four) bighas 10 (ten) cottahs 3 (three) chittacks 44 (forty four) sq. ft., be the same a little more or less, comprised in Il. No. 1, Sheet No. 24, L.R. Dag No. 301 corresponding to R.S. Dag No. 192, R.S. Khatian No. 565, Mouza - Chandernagore, Mankundu Station Road (at Sambhu More), within the municipal limits of the Chandernagore Municipal Corporation, Hooghly District - Hooghly, West Bengal and

Butted and bounded by:

ON THE NORTH : Mankundu Station Road.
ON THE SOUTH : Property of Pravat Dey & Others.
ON THE EAST : Municipal Corporation Road.
ON THE WEST : CMC Property & Pond.

and delineated within red border on the plan thereof hereto annexed.

SECOND SCHEDULE ABOVE REFERRED TO:

SPECIFICATION OF THE BUILDING

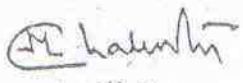
1	GENERAL :	R.C.C. framed structure building as per the design of the Architect.
2	OUTSIDE WALL :	10"/8" thick, all inside partition walls 5"/3" thick.
3	FLOORING :	All Rooms, Verandah shall be laid with vitrified tiles and skirting and margin 4" height will be with vitrified tiles.
4	TOILET FLOORS :	The floors and inside wall upto 6' of the toilet will be with anti skid tiles.
5	TOILET	Indian/Western pattern pan with

KITCHEN	Granite counter top with stainless steel sink. Ceramic Tiles dado above the counter and anti skid tiles on floor
DOOR :	Entrance- wood finished flushed. Internal - Painted flushed door
WINDOW :	Window frame and window shutter will be of aluminium based.
WATER LINE :	All water line will be concealed G.I./P.V.C. or standard dimension will be provided in water connection
10. SANITARY :	All fittings i.e. pan, commode, basin, etc. will be provided from recognised brand.
11. ELECTRIC :	All electric line will be concealed MCB and Switches of Reputed Brand.
12. FINISHING :	Outside finish by paints of recognised company or with stones. Inside wall will be finished by only plaster of parish.

WITNESS WHEREOF the parties have hereunto set their hands and seals on the day, month and year above written

NED AND DELIVERED

the PARTIES above named
in presence of:


Engineer
Chandernagore Municipal Corporation

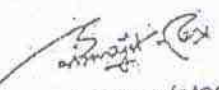

Mayor
Chandernagore
Municipal Corporation

(Signature with Seal of the CMC)

DIGITAL COMMOSALES LLP


Vijay Raj
Partner

(Signature with Seal of the Developer)


Office Superintendent
Chandernagore Municipal Corporation
Chandernagore, Hooghly-712130


Pankaj Kumar
E-209, Lake View Colony
Kolkata-700054

Drafted by 
Advocate

Chandernagore Court
En No - P/129/05

Comp. Print by


Chandernagore Court.

1 HAND FINGER

Little	Fore	Middle	Ring	Little
Thumb	Fore	Middle	Ring	Little

LEFT HAND FINGER PRINT (DEVELOPER)

Little	Ring	Middle	Fore	Thumb

RIGHT HAND FINGER PRINT

Thumb	Fore	Middle	Ring	Little