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WEST BENGAL

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Certified that the document is admitted to registration. The signature sheet/sheets the endorsement sheet/sheets attached with this document are the part of this document.

Additional District Sub-Registrar  
 Rajarhat, New Town, North 24-Pgs.

23 SEP 2015

**DEVELOPMENT AGREEMENT**


THIS INDENTURE made on 23<sup>rd</sup> day of September Two Thousand Fifteen (2015)


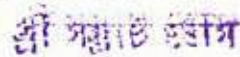
**BETWEEN**

**SRI GOUTAM BISWAS** [PAN - AZVPB7047C], son of Late Bijoy Krishna Biswas, By Nationality - Indian, by Faith-Hindu, By Occupation- Business, residing at Naipukur under Post & Police Station of Rajarhat, Kolkata - 700135 in District of North 24 Parganas, hereinafter referred to as the "OWNER" (which expression shall unless excluded by or repugnant to the context or the subject be deemed to mean and include his heirs, successors, administrators, legal representatives and assigns) of the **FIRST PART**

*Somebody*  
*Adv.*



নম্বর : 058  
তারিখ : ০৭/০৯/১৫  
কর্তার নাম : RCON  
ঠিকানা : Recknam, Rajanah, North 24 Pgs.  
মূল্য : Rs 15000 (Fifteen thousand only)  
ভেদাভেদ : 

স্বাক্ষর : ২৪ পরগণা  
তারিখ : 26 AUG 2015  
মোট স্থানীয় খরচ : Rs 150000  
প্রার্থী :   
স্বাক্ষর : 



Md. Sahabuddin  
S/o Lt. Abul Hossain  
of Karziraite.  
P.S. Barasat.  
Dist. N: 24 Pgs.  
Oce - Business

Additional District Sub-Registrar  
Rajanah, New Town, North 24 Pgs.

23 SEP 2015.

AND

RCON [PAN- AAQFR6566A], a Partnership Firm, having its Office at Reckjoani, Rajarhat, Kolkata- 700 135 under Post and Police Station of Rajarhat in the District of North 24-Parganas, consisting of 3 (three) Partner's namely (1) SMT. CHANDRANI DUTTA [PAN AFTPD0031], wife of Sri Sabyasachi Dutta, residing at Reckjoani, Ghosh Para under Post and Police Station of Rajarhat Kolkata- 700135 in the District of North 24-Parganas (2) SRI PRANAB KUMAR RAY CHAUDHURI @ SRI PRANAB ROYCHOUDHURI [PAN- APOPR3675P], son of Late Nanu Roy Chaudhury @ Mrinal Roychowdhury, residing at Reckjowani under Post and Police Station of Rajarhat, Kolkata- 700135 in the District of North 24-Parganas & (3) SRI BIKRAM DAS [PAN- AMPPD1706K], son of Sri Dinesh Das, residing at Naipukur under Post & Police Station of Rajarhat, Kolkata- 700135 in the District of North 24-Parganas, all by Nationality- Indian, all by Faith- Hindu, all by Occupation- Business, represented by its all of the Partners namely, SMT. CHANDRANI DUTTA, SRI PRANAB KUMAR RAY CHAUDHURI AND SRI BIKRAM DAS, hereinafter referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, successors, administrators, successors-in-office and assigns) of the SECOND PART.

WHEREAS duly accepted the Gift from the father by virtue of a registered Deed of Gift, which registered on 14.01.2000 at A.D.S.R. Bidhan Nagar Salt Lake City, Kolkata duly recorded under Book No.- I, Volume No.- 9, Pages- 61 to 68, being No.- 315 for the year 2000,

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Adv.*

the First Part herein become the sole owner in respect of ALL THAT piece and parcel of BAGAN landed property measuring an area of **01 (one) Cottah 13 (thirteen) Chittacks 04 (four) Sq. Ft.** more or less, lying and situated at Mouza- Reckjoani, Touzi No.- 1507, Re. Sa. No.- 198, J.L. No.- 13 under C.S. Khatian No.- 825 & Hal Khatian No.- 855, comprised in C.S. Dag No.- 1213, R.S. Dag No.- 1280 measuring an area of 01 (one) Cottah 12 (twelve) Chittacks 29 (twenty-nine) Sq. Ft. more or less as well as under C.S. Khatian No.- 718 & Hal Khatian No.- 836 comprised in C.S. Dag No.- 1214 & R.S. Dag No.- 1281 measuring an area of 20 (twenty) Sq. Ft. more or less conjointly in both of the Dags i.e. R.S. Dag 1280 & 1281 the area of 01 (one) 13 (thirteen) 04 (four) Sq. Ft. more or less within the local limits of Rajarhat Bishnupur 1 No. Gram Panchayet under Police Station of Rajarhat in the District of North 24-Parganas, more fully and particularly described in the **SCHEDULE- A** hereunder written and hereinafter for the sake of brevity be referred to as the **"SAID LANDED PROEPRTY"**, free from encumbrances and absolutely seized and possessed the same with right title and/or interest in respect of the said property;

**AND WHEREAS** since possessed the owner herein decided to develop the said landed proper by making conversion as BASTU from the said DANGA/ BAGAN landed property from the office of the B.L. & L.R.O., Rajarhat, North 24-Parganas, by erecting multi-storeyed building consisting of different self-content individual residential Flats, Shops, Garages and/or Spaces over and above of the said landed property and with a view to effectuate that the owner herein started to take proper steps with regard to but due to lack of technical conception about the

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construction as well as insufficient time and/or fund the Owner herein approached to the Developer of the Second Part with a view to effectuate said multi-storeyed building by developing the said landed property at Developer's own cost and expenses and considering such approach the Developer herein accepted the proposal of the owner with a view to develop the said landed property by erecting multi-storeyed building at its own costs and expenses as per sanctioned building plan to be obtained from the Competent Local Authority of Rajarhat Bishnupur No. 1 Gram Panchayet subject to the condition that the scheduled landed property must be free from all sorts of encumbrances including free from each and every occupancy and with such condition agreed to develop the said property and now, the owner herein agreed to develop the said landed property, so referred in the SCHEDULE- A hereunder written through the Developer of the Second Part herein and the Developer also agreed to develop the same duly constructed said proposed multi-storeyed building at its own cost and expenses with several terms and conditions as specified hereunder:

THIS INDENTURE WITNESSETH AND IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HEREIN, as follows:

**DEFINATIONS:**

- A) **Architect:** Shall mean and include person or persons or firm, whom the Developer appoint or nominate as the Architects for the purpose of civil constructional work in accordance with the sanctioned plan duly consider the aspect of engineering point of view.
- B) **Land:** Shall mean and include the plot of land fully described in the Schedule-A property.

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- C) **Developer:** Shall mean and include RCON, a Partnership Firm, having its Office at Reckjoani, Rajarhat, Kolkata- 700135 under Post and Police Station of Rajarhat in the District of North 24-Parganas, consisting of 3 (three) Partner's namely (1) SMT. CHANDRANI DUTTA, wife of Sri Sabyasachi Dutta, residing at Reckjoani, Ghosh Para under Post and Police Station of Rajarhat in the District of North 24-Parganas (2) SRI PRANAB KUMAR RAY CHAUDHURI, son of Late Nanu Roy Chaudhury @ Mrinal Roychowdhury, residing at Reckjowani under Post and Police Station of Rajarhat in the District of North 24-Parganas & (3) SRI BIKRAM DAS, son of Sri Dinesh Das, residing at Naipukur under Police Station of Rajarhat in the District of North 24-Parganas, the Second Part herein, which expression shall mean and include its successors and/or successors in interest-in-office and assign.
- D) **Said Building:** Shall mean and multi-storeyed building duly described as per specification described in the Schedule- B consisting of several units and other spaces to be erected by the Developer as per the sanctioned plan in or upon the said land and/or duly amalgamate the property.
- E) **Said Unit:** Shall mean and include the proportionate area as prescribed, fully described in the Schedule-C as specified the Owners' Allocations and Developer's Allocations as hereunder written under the proposed building to be erected and/or constructed consisting of Flat/Commercial Space/Garage to be determined by supplementary agreement upon consent of both the parties.
- F) **Said Plan:** Shall mean and include the plan sanctioned by the Rajarhat Bishnupur No. 1 Gram Panchayet as hereafter be sanctioned by the said Panchayet and other appropriate authorities and/or department, so connected in respect thereto.
- G) **Common Parts:** Shall mean and include corridors, staircase, landing, lift (if any) paths & passage way and other facilities include water pump, spaces covered by water reservoir either on the ground or overhead, meter room/space if any, common room and toilet (if require) for maintenance and/or management of the building, etc. intended for the common use by the owners and occupiers of the Units if any and shall also include the cornices and projections outside the covered area of the said building as fully described in the Schedule-D hereunder

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*Adv.*

written and such common areas and/or parts and portion and/or facilities of the said building includes as common as defined in Clause (d) of Section 3 of the West Bengal Apartment Ownership Act.

- H) Roof: Shall mean and include the roof and/or ultimate roof of the said building with absolute right of owner and Developer on proportionate basis as prescribed duly calculative method by considering the area of the allocations of the constructed area only and always will be treated as the property of the owner and Developer and will not include as common area with other occupiers of the building but other occupiers shall have the liberty to use the roof and/or ultimate roof of the building only temporary basis as common considering the terms of these presents.
- I) Common Proportionate expenses: Whereby and expenses or costs are mentioned to be borne or paid proportionately by the owner, purchaser/s and the occupiers in accordance with respective units and/or measurements.
- J) Holding Organization: Shall mean association, syndicate, limited company or co-operative or Registered Society that may be nominated or be formed by the unit owners for the common purpose.
- K) Common Purposes: Shall mean and include the purpose of maintaining the said building and in particular and the common parts as also meeting of the common expenses and matters as fully described in the Schedule- E hereunder written relating to the mutual rights and obligations of the Purchasers/occupiers/owner and the common use and enjoyment thereof.
- L) Undivided Share: Shall mean the undivided proportionate impartibly share of interest in the "Said Land" as also the "Common Parts" to be determined by the Purchasers/Occupiers/owner in their absolute discretion taking into account the total area to comprise in the "Said Unit" agreed to be acquired by the concerned occupiers in relation to the total area of the said building.
- M) Transfer: With its grammatical variations shall include a transfer by possession and by any other means adopted for affecting what it understood as a transfer of a space in a multi-storeyed building to purchase thereof although the same may not amount of transfer in law.

*Sanku  
Adv.*



- N) **Owners' Allocations:** Shall mean the 43% (forty three percent) of the total constructed area in accordance with the approved plan and on completion of the construction of the particular unit in accordance with the prescribed percentage of the constructed area of the proposed multi-storeyed building the owner shall be entitled to get the area as referred in clause as well as in the schedule itself as the owners' allocations of the proposed multi-storeyed storeyed building including all common amenities and/or facilities together with undivided impartiable proportionate share of the land. The calculative method always will be effectuated duly considering covered area plus the proportionate area of stair and landing including inner common passages of the said proposed building itself only. Be it specified that the owner is entitled to get prescribed percentage of the constructed area considering the sanctioned area and/or physical constructed area being effectuated on calculative method.
- O) **Developer's Allocations:** Shall mean the 57% (fifty seven percent) and/or total constructed area of the proposed multi-storeyed building save and except the owners' prescribed percentage and/or the owners allocations, the Developer namely, RCON shall be entitled to get the all remaining area as referred in clause as well as in the schedule C itself as Developer's allocations of the proposed multi-storeyed building including all common amenities and/or facilities together with undivided impartiable proportionate share of the land.
- P) **Date of Delivery:** Shall mean and include the date as specified under clause hereunder on which the owner is intimated by the Developer that to ready for occupation AND the delivery positively within stipulated period as settled, in favour of the owner.
- Q) **Development Agreement:** Shall mean this Agreement in final form must be a registered instrument.
- R) **Power of Attorney:** Shall mean the nominated person and/or firm, who will be appointed as constituted attorney by the owner with a view to act and/or perform with full capacity with a view to effectuate development by way of construction as well as with full power to transfer the property, so determined as Developer's allocations only, duly complied the terms of the Development Agreement.

*Saravani  
Adv.*



- S) **Super Built up of Area** It shall mean the area i.e. covered area + proportionate area of the stair = total area + super built-up of area = Actual area, be treated as composite expression inclusive of common parts as well as the areas of common uses and facilities but such calculative method is not applicable upon the owner.
- T) **Transferees:** It shall mean and include the purchaser or purchasers to whom any floor space or unit in the said proposed buildings will be transferred for and against consideration but in any condition shall not include the owner.

**THE TERMS:**

1. THAT upon the requests of the Owner, the Developer herein agreed to develop the aforesaid property by constructing a multi-storeyed building consisting of several individual self-contained residential flats, shops and/or garages as per Building Plan duly sanctioned by the competent local authority at its own costs and expenses and the Developer shall have to provide to the Owner herein 43% (forty three percent) of the total constructed area of the proposed building and such constructed area of the proposed building shall always be treated as Owner's Allocation. Be it mentioned that the constructed area of 43% (forty three percent) will be determined on unit basis without adding any super built up of area but duly added the common paths and passages including stair and landing as well as the lift area (if any) to be provided by the Developer after discussion with the owner herein and such constructed area will be specified on unit basis by a supplementary agreement to be executed by both of the parties herein;
2. THAT the Developer hereby agreed to provide constructed area of 43% (forty three percent) of the proposed building in favour

*Sanjay Adv.*

of the owner and such area must be constructed area in each and every respect to be determined duly measuring the roof considering the land area against which constructed area being effectuated on calculative method and such area to be provided by the Developer on unit basis with full fixture and fittings as specified in the Schedule- F hereunder written without adding and/or calculating the super built up of area and to that extent supplementary agreement is one of the instrument to be executed duly determined particular unit in particular floor/s, which Developer shall have to provide unto or in favour of the owner within prescribed period in accordance with the supplementary agreement to be executed considering the said agreed area of 43% (forty three percent) including common paths and passages as well as stair and landing and the lift area (if any) as the same under ambit of constructed area;

3. **THAT** the Developer shall have to provide the prescribed constructed area in favour of the owner considering the land area against which constructed area being effectuated in accordance with sanctioned plan on calculative method;
4. **THAT** the understanding by and between the parties herein that the Developer will provide total monetary consideration amounting worth of **Rs. 2,00,000/- (Rupees two lakhs) only** in favour of the owner herein as **INTEREST FREE REFUNDABLE SECURITY DEPOSIT** in different phase as well as at the point of time of execution of these presents as per memo of consideration hereunder written and the said security

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deposit will be refunded by the owner in favour of the Developer on or before taking possession in the allocations as determined for the owner and in default thereof, the Developer shall have the right to claim and/or demand damage as appreciation in value as per banking interest rate prevails;

5. THAT the said 43% (forty three percent) of the constructed area in accordance with the approved building plan and/or according to the measurement of the roof duly consider the constructed area of the building, being effectuated on calculative method as per sanctioned plan and/or physical area and such area must be determined by individual complete unit/s including common paths and passages as well as stair and landing and lift area (if any) on proportionate prescribed ratio basis duly specified as immovable property shall always will be treated and/or considered as **OWNERS' ALLOCATION** of the said proposed building to be constructed, which is more fully and particularly described in the **Schedule- C** hereunder written and hereinafter for the sake of brevity be referred to as the **"OWNERS' ALLOCATION"** of the said proposed building to be constructed AND IN ADDITION TO AFORESAID IMMOVABLE PROPERTY, THE DEVELOPER WILL ALSO PROVIDE MONETARY VALUE IN FAVOUR OF THE OWNER AMOUNTING **Rs. 2,00,000/- (Rupees two lakhs)** only in manner as specified under memo of consideration hereunder written as **INTEEREST FREE REFUNDABLE SECURITY DEPOSIT** and now paid the said

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said amount, so mentioned in the memo of consideration hereunder written and **ALL OTHER** remaining constructed area and/or **57% (fifty seven percent)** constructed area duly determined as unit basis i.e. Flats, Shop-Rooms, Garages and/or Spaces of the said proposed building **EXCEPT OWNERS' ALLOCATIONS** mentioned hereinabove **shall always be considered as the "DEVELOPER'S ALLOCATION"** and both the party hereto i.e. Owner and the Developer shall have proportionate undivided right over the land on which the said building will be erected including all common rights, amenities and/or facilities of the said proposed building;

6. **THAT** the prescribed percentage of 43% (forty three percent) of the owner always will come into effect of the constructed area and hence, Owners' eligibility to get the particular unit and/or flats, shops and/or garages, as covered area as well as the area of common paths, passages, stair, landing etc. of the said proposed building;
7. **THAT** under any circumstances the owner herein will neither claim any further immovable property from the proposed building and/or said property nor claim any further monetary consideration (save and except aforesaid interest free refundable security deposit) in connection with the land as well as the building to be constructed in near future and/or in future whatsoever, save and except Owners' Allocation and the owner herein shall have to refund the interest free security deposit

*S. S. S. S.*  
*Adv.*



amount of Rs. 2,00,000/- (Rupees two lakhs) only in favour of the Developer herein, subject to the terms of these present;

8. THAT the binding in the part of the Owner that the Owner will put the Developer in possession and/or provide the entire vacant possession in the said landed property as and when the Developer sought for and the Owner shall not make any delay to put the Developer in possession of the said premises subject to the completion of the said building as well as subject to the completion of all due formalities on the part of the Owner as mentioned herein and considering such binding the Owner herein will provide possession in favour of the Developer in respect of the said property with a view to effectuate the construction of proposed multi-storeyed building and by virtue of these presents the Owner hereby declaring and confirming that the Owner will put the Developer in possession and/or provide the entire vacant possession in the said landed property without any hesitation as and when Developer asked for;

9. THAT the Owner herein authorize to the Developer to construct the said proposed Multi-Storeyed building on the aforesaid property as per building sanctioned plan duly approved by the competent local authority and all expenses shall be incurred in this respect shall be borne by the Developer absolutely and the Developer shall also have every right to sanction any revised building plan, if necessary with the help of the Owner (if so required) at Developer's own costs and

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Adv.

expenses and the Developer shall have every liberty and/or authority to negotiate with the Local Panchayet to extend building upon conversation with the Local Panchayet and/or Bodies;

10. THAT the Owner will take steps to clear the title of the land including proposed building in every respect at its own cost and expenses including conversation so that, the intending purchaser/s will not raise any question in connection with the legal sanctity either of the said landed property and/or proposed multi-storeyed building and the Developer herein also liable to sanction the building plan at its own cost and expenses from the concerned local authority with a view to effectuate proposed multi-storeyed building and to that effect the owner will render his best co-operation and under any circumstances owner will not delay and/or hesitate to do any act under the purview of the law, by which the proposed building work will affected as the time is the major factor and always will be interrelated with the delivery of the possession in favour of the owner herein;
11. THAT under purview of the law all such granted area, save and except Owners' Allocation, always will be considered as Developer's Allocation and the Owner shall not raise any objection in respect thereto and/or shall not make any demand/claim to that effect whatsoever;
12. THAT the building plan duly sketched out by license hold engineer by consulting with the Developer herein and the

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Developer is fully responsible to furnish the same duly embodied the signatures in the said plan before the competent local authority with a view to take sanction duly paid the requisite amount from its own account, subject to the condition of conversion of the nature of the said land;

13. **THAT** the right of the ultimate roof of the said building always stands as the right of the Developer and the Owner on prescribed ratio basis and the Developer shall have the right to raise stories or put up additional structures on the terrace/roof of the said building and such additional structures and stories shall in any event be the property of the Developer and the Owner in accordance with the ratio as negotiated and/or as reflected in these present and to that effect Developer shall have to provide proportionate prescribed percentage area in favour of the owner considering calculative method of the land as provided by these presents and the Developer, who will be entitled to deal with the same, so determined as developer's allocations in accordance with its own choice. The roof/terrace of the said building shall always be the property of the Developer and the Owner and therefore, all other agreements with other persons and/or parties who will be acquiring or purchasing other flats of the said proposed building shall always be subject to the aforesaid right of the Developer and the Owner, who will be entitled to use the said terrace/roof for any purpose whatsoever including raising further structures as aforesaid and/or display of advertisement, sign-boards and the

Purchaser/s shall not be entitled to raise any objection in respect thereto or to claim any abatement in the price of the said flat/garage etc. agreed to be acquired and/or purchased by them or to any compensation or the ground or inconvenience or any other person whatsoever, but the Purchaser/s and/or occupiers of the said proposed building shall have the right to use the roof purely on temporary basis for drying cloths, to refresh himself in the fresh air and holding of social/marriage function by erection of pandal but as soon as the function is over, the said pandal etc. shall be removed. Be it specified that in any event any if any construction will come into existence in the roof itself then the common right of all occupiers including owner will be shifted to the ultimate roof of the said building;

14. THAT the parapet of the roof of the proposed building shall always be considered as the property of the Owner and Developer on proportionate ratio basis and in any event if the owner and/or developer intends to use the said parapet of the roof of the proposed building for the purpose of any type of advertisement then either of the party upon consent of each other will be entitled to do the same and to that effect concerned party shall have to pay the proportionate benefit of such incoming monetary value in accordance with the ratio as determined by and between the parties hereto in favour of the other party;
15. THAT the Developer including Owner shall have no right and/or authority to occupy the area of the roof by providing

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tenancy for the purpose of antenna for internet and/or T.V. Cable that is to say that the Developer and the Owner shall have no right and/or authority to do any act save and except further construction by which occupiers common right will be jeopardized;

16. THAT the Owner herein shall in usual course render all co-operation to the Developer and his authorized agents for the fulfillment of the said constructional work of the said proposed building and shall not create any bar or impediment or hindrances for the same and if any disputes and differences shall arise with adjacent neighbors and/or any third party or parties at the time of constructional work of the said proposed building then in that case all disputing matters will be solved by both of the parties herein i.e. the Owner and/or Developer herein at the cost of the Developer save and except legal aspects and litigations under judicial purview in respect of the right title and/or interest of the property mentioned under **Schedule- A** hereinafter;
17. THAT the Developer shall construct the said proposed building in a most workman like manner by using standard materials at its own costs and expenses and all masons, coolies, engineers and/or workmen shall be appointed by the Developer including the payments thereof for the aforesaid constructional work and the Owner shall have no liabilities and/or responsibilities regarding the said subject matter whatsoever;

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Adv.*

18. THAT considering the point of view of the amalgamation of the land in any event if any such common passage and/or area require to be adjoined under purview of the law and to that effect the Owner herein shall have no objection under any circumstances whatsoever and considering such view if the land area will be increased due to adjoining of such common passage then the owner shall have no right to get any benefit either monetary or else as extra. The Owner will be only entitled to get the prescribed ratio and/or percentage considering these presents in accordance with the land as referred in the SCHEDULE- A hereunder written;
19. THAT the Developer shall have every liberty to amalgamate the **Schedule- A** property with any other adjacent property with a view to construct the proposed building in larger manner from the commercial point of view and to that effect owner shall have no right to raise any objection in respect thereto and in such case the prescribed ratio of the owner will come into effect considering the land area of owner herein against which the constructed area will be determined in accordance with the calculative method of the sanctioned building plan;
20. THAT the Development Agreement must be a registered instrument and this agreement will come into the binding upon the parties from the date of execution subject to the terms as referred hereinabove and will come into force from the date of registration of these present and it is mandate in part of the

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Developer to register this indenture at its own cost and expenses duly submitting the same before the Registrar in jurisdiction by paying revenue of the Government revenue with a view to establish these present as registered instrument and the Owner shall have no right or authority to raise any objection in respect thereto and it is binding upon the Owner to extend its best co-operation by appearing personally before the Registrar in proper jurisdiction with a view to execute the same;

21. **THAT** under any circumstances whatsoever the Developer shall have no right and/or authority to mortgage the property either as a part or whole with any Bank/s and/or financial institution with a view to get financial support for the purpose of the development of the proposed building;
22. **THAT** the Developer shall have no right and/or authority to assign and/or transfer these present unto or in favour of any of the third party with a view to develop the said property as well as the Developer also will not be allowed to expedite the development job through any of the sister concern under its shadow or in touch;
23. **THAT** the Owner shall sign all necessary papers, petitions, deeds and/or declarations as may be required to implement in connection with the said project and at the time of execution of this Agreement and further, the Owner shall have to handover all photocopy of title deeds, papers and documents in respect of the said property to the Developer herein;

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A.S.P.*

24. THAT before getting possession in respect of the owners' allocations upon consent of the Developer the owner shall have every liberty to negotiate sale with any intending purchaser or purchasers by taking advance and/or earnest money from the intending purchaser/purchasers as the owner may deem fit and proper but shall have no right to transfer any of the property duly determined owners' allocations unto or in favour of the third party or parties before getting possession in writing from the Developer herein and in any event if the Owner will desire to negotiate to do any of act in such fashion before getting possession in writing from the Developer herein under such circumstances it is mandate in part of the Developer to participate in the said documents to be executed by the owner, as Confirming Party without taking any monetary benefit and/or without any type of benefit and in connection thereof the Developer shall have no right and/or authority to deny the same by raising any excuse in respect thereto and though the owner shall have the liberty to negotiate sale and/or sale his own allocations unto or in favour of any intending purchaser/purchaser and/or third party/parties but in the event of that the owner shall have to disclosed all of the norms, so adopted by the Developer including structural matter as well as elevation, betterment fee, common expenses etc. to the third party/parties. Be it is also specified that the Developer will provide the possession to the Owner herein in writing in accordance with the terms of this Agreement within stipulated period, as referred hereinafter and hence, after getting

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possession the Owner shall have every liberty to transfer his any of allocations being as owner as deem fit and proper and to that effect the Developer shall have no right to raise any objection in respect thereto and similarly the owner shall have no right to transfer any of his allocations before getting possession;

25. THAT during continuance of the project and/or proposed building, without due consent of the Developer herein – the owner shall have no right and/or authority to execute any deeds and documents and/or engaged himself with any type of contract in respect of the property, so referred in the Schedule- A & C hereunder written and in any event if the owner will do any of such act then such deeds and documents shall be treated as void ab-initio;
26. THAT the Developer is at liberty to negotiate for sale, to enter into Agreement for sale with the intending Purchaser/Purchasers in respect of the Developer's Allocations only at its own risk in the said building to be constructed and also shall have the authority and/or free access to receive the advances and balance consideration money from the Purchaser/s after completion of due formalities in accordance with the norms of the Developer and to that effect the Owner shall not be liable and/or responsible in any manner whatsoever and shall have no right to raise any objection in respect thereto;
27. THAT the Owner doth hereby declare that the said landed property is free from all sorts of encumbrances, charges,

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mortgages, liens, lispendents whatsoever or howsoever and have good and/or clear marketable title in respect of the said property and the said property is not acquired by any Government/Local Authority is concerned and it is not under the purview of the Urban Land Ceiling and Regulation Act, 1976 and the Owner herein shall be full liable and responsible if any dispute arises in respect of title and/or interest of the property going to be developed. In this connection be it specified that the Developer entered in this agreement duly searched out as well as duly checked out all related deeds and documents in respect of the title of the owner and engaged in this agreement duly satisfied in each and every respect to that effect whatsoever and in this connection the Owner hereby declaring and confirming that the land itself is not bastu and hence, conversion is required and rates and taxes to be paid in respect of the said land and the Owner hereby confirming that the Owner is liable to complete such at his own cost and expenses and the Developer will extend its best co-operation in respect thereto;

28. THAT the Owner shall have to execute registered Power of Attorney duly specified the Deed No. of these present as well as by mentioning the heading as "POWER OF ATTORNEY AFTER REGISTRATION OF DEVELOPMENT AGREEMENT" by appointing nominated person of the Developer as Lawful Attorney with a view to negotiate sale and/or sale the property of **Developer's Allocation only** including right to take the consideration in respect thereof as well as to do all of the other

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acts and/or things, so required with a view to develop the said property but the Developer shall have no right to take any of the Power of Attorney, which is revocable by giving proper notice minimum thirty days earlier to the Developer as well as it must be specified that in any event if the Developer will fail to comply any of the contractual liabilities then the Owner shall have every liberty to revoke the said Power of Attorney by giving notice under purview of the law;

29. **THAT** after registration of the Power the Developer being as nominated Attorney shall have every right to execute Deed of Conveyance unto or in favour of the Purchaser/purchasers with a view to transfer the property, at the cost of the Purchaser/s in respect of the Developer's Allocation time-to-time as and when so required and to that effect the owner shall have no right and/or authority to raise any objection in respect thereto;
30. **THAT** the Developer shall complete the Owners' Allocation as per constructional work as specified in the **Schedule- F within 26 (twenty six) months** from the date of sanction of the building plan, subject to the condition that the Owner will convert the land as bastu as well as will clear all the rates and taxes in respect of the said land duly nominated as the Owner of the said land in accordance with the record of local authority and it is mandate in part of the Developer to provide possession in favour of the owner within specified period of **26 (twenty six) months** from the date of sanction of the building plan

*S. Sanyal*  
*Adv.*

considering the condition as stated above, by providing water connection as well as electric connection either temporary or permanent and the Owner herein shall have to pay costs and/or charges for extra work, if anything he desire to do for his own units and such extra work must be expedite through the Developer and the Developer shall have to provide possession in the allocation as determined Owner's Allocations, in favour of the owner herein in writing within stipulated period, subject to terms as referred hereinabove and in default thereof developer will be allowed grace period of further 30 (thirty) days and considering the failure of the Developer even after grace period then the further super grace period of 150 (one hundred fifty) days will be allowed in favour of the Developer herein with a view to provide owners' allocations;

31. THAT the Developer shall complete the constructional work of the said proposed building in every respect **within 48 (forty eight) months** from the date of sanction of the building plan subject to the condition as referred in these presents and the Developer is also allowed to avail **further grace period of 4 (four) months** to complete the constructional work in every respect in connection with the said building and the time is the essence of this contract/agreement, but such time shall be extended or enhanced by reasons for act of God, which is beyond the control of the Developer i.e. to say "FORCE MAJEURE" e.g. flood, earthquake, riot, storm, tempest, civil

*S. S. S.*  
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common strike, lock-out and/or any other act or commission beyond control of the Developer;

32. THAT the Developer shall have to complete registration of this agreement including power of attorney within 30 days from the date of signing and in default thereof this agreement automatically treated as canceled;
33. THAT the Developer shall have no right to impose any proportionate charges of electrical infrastructure and/or other privileges like generator, cc-lock camera etc. in connection with owners' allocation but it is mandate provision that the Developer shall provide the benefit and/or privileges of such electrical infrastructure and others to the owner herein in respect of the owners' allocation. In this connection be it mentioned that the owner shall have to install separate electric meter at his own cost and expenses and such electric meter to be installed in the said building duly specified by the Developer as meter space and to that effect Developer shall have to render its best co-operation in favour of the owner herein;
34. THAT the Owner shall have to clear all due taxes/bills to the Competent Local Authority as well as to the Central or State Government including due electric bill, if any and shall have to handover all the paid current bills/tax receipt etc. to the Developer herein on or before executing this indenture and shall have to pay proportionate Panchayet and other Taxes for their allocations from the date of taking possession and/or ready to

*Samuel*  
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take possession of the same until and unless the separate tax assessment shall be completed. The Owner shall also have to pay proportionate maintenance costs and expenses for common rights and amenities of the said proposed building to be constructed with other co-owners of the said building from the date of taking possession of his allocations;

35. **THAT** the Developer shall have to pay local Panchayet Tax and other tax, duties and imposition of the Govt. if any, from the date of taking possession in respect of the said property as mentioned in the **Schedule- A** hereinafter and the Developer shall also liable to pay the charges of the electricity according to the meter reading shall be consumed by it and/or imposed by the WBSEBDCL during time of construction of the proposed building;
36. **THAT** all letters, receipts and notice issued and/or despatched by the Developer under Registered Post covered with A/D and/or by hand delivery to the address of the owner as informed by the owner shall be considered as sufficient proof of the receipt of the same and shall effectual discharge by the Developer herein and in any event if the address will by changed either of the party then in such case the concerned party shall have to inform the same to the other party;
37. **THAT** the Developer shall have to furnish the photocopy of the Trade License of the Firm in favour of the Owner herein on or before execution of these presents and the Developer shall have

*Somnath*  
*Adv.*

no right and/or authority to change the nature of the firm during continuance of the proposed multi-storeyed building and/or project save and except admission of new partner;

38. **THAT** during continuance of the project if any dispute arises by and between Owner and Developer in connection with the terms of these present and/or for the purpose failure of any work and/or negligence in part of the Developer and due to such, if any litigation will come into effect under such circumstances Owner is fully empowered to deduct such litigation cost from the interest free refundable security deposit;
39. **THAT** the Developer is bound to handover the Owner's share at first after completion of the proposed building;
40. **THAT** the Developer shall obtain Completion Certificate (CC) from the competent local authority of Rajarhat Bishnupur 1 No. Gram Panchayet or any other competent authority at Developer's own cost and expenses and the copy of the same shall be provided to the property owners of each flat;
41. **THAT** if the Developer fails to comply with the covenants laid down herein, the Owner shall have every right to sue under the Specific Performance of Contract Act against the Developer and the similar right shall have the Developer against the Owner herein i.e. vice-versa;

*Sameer*  
*Adv.*



42. THAT the Owner will be the member of Holding Organization among all Co-owners including occupiers for maintenance or protection of the said building, which will be formed after completion of the said building and the Owner shall have to abide by all rules and regulations of the said Holding Organization to be formed in near future;
43. THAT all of the legal aspects including all of the drafting of agreement for sale, registration of deed of conveyance in every respect in connection with incoming intending purchaser/s, in connection with Developer's Allocation only shall have to expedite through the project's Advocate Uttam Kumar Sarkar, Barasat Judges Court and High Court Calcutta, who nominated upon consent of each other i.e. the Owner and Developer and the project advocate will act and/or perform on behalf of the Developer as well as the Owner herein;
44. THAT the Owner shall have to refund the interest free refundable security deposit in favour of the Developer on or before getting possession in respect of his allocations and in default thereof, the Owner shall have to pay the appreciation value over and above of the total sum of said security deposit as per banking interest rate prevails as well as also shall have to pay the damage in respect thereto and the owner shall have no right to claim any extra time with a view to refund the said security deposit;

*Somnath*  
*Adv.*

45. THAT the Developer shall have to bare all of the expenses of the development and/or construction of the proposed building and to that effect all of the essential expenses like taxes, payment of meter bill, water charges etc. shall have to pay by the Developer and in any event if any type of accident and/or hazard occurred considering workmen and/or property as well as proposed building during continuance of the project and/or building and/or development work in that case the entire liabilities and/or responsibilities will be devolved upon the Developer herein and the owners shall have no liabilities and/or responsibilities to that effect under any circumstances whatsoever;

46. THAT during continuance and/or progress of the work of the proposed building the Developer shall have to protect the project and/or shall have to organize safeguard from any type of illegal activities of any person or persons and in any event if any such illegal activities will come into existence then under such circumstances Developer herein will fully liable and/or responsible to that effect whatsoever and the Owner will not be liable and/or punishable for any of illegal activities during continuance of the project;

47. THAT all of the legal matters is under the jurisdiction of Hon'ble High Court Calcutta and/or Trial Courts in jurisdiction;

48. THAT in case of death or accident if any, either of the party the legal heirs and successors shall be substituted in such place and

*Sameer*  
Adv.

the legal heirs shall abide by the same terms and conditions as laid down in this indenture. Be it specified that in the event of death of either of the party the legal heirs shall have no right to claim and/or demand any thing extra from the project itself save and except as specified in these present;

49. ARBITRATION CLAUSE:

THAT the First and Second Part herein declare and confirm that each of them shall observe their respective duties and liabilities and obligations under this agreement. If any difference or dispute shall arise among the parties hereto then the same shall be settled mutually and if the dispute is not possible to be settled mutually then each parties and/or either of the Parties will appoint Arbitrator or Arbitrators and the decisions of the said Arbitrator or Arbitrators shall be final and binding upon both of the party and this Arbitration Clause shall be followed as per the provisions as laid down in the Arbitration Conciliation Act 1996. In this connection it is to be mentioned that this clause shall cease upon after delivery of possession by the Second Part to the owners herein.

**SCHEDULE - A ABOVE REFERRED TO:  
(THE DESCRIPTION OF SAID LANDED PROPERTY)**

ALL THAT piece and parcel of landed property measuring an area of ALL THAT piece and parcel of BAGAN landed property measuring an area of 01 (one) Cottah 13 (thirteen) Chittacks 04 (four) Sq. Ft.

*Samuel  
AD.*





more or less, lying and situated at Mouza- Reckjoani, Touzi No.- 1507, Re. Sa. No.- 198, J.L. No.- 13 under C.S. Khatian No.- 825 & Hal Khatian No.- 855, comprised in C.S. Dag No.- 1213, R.S. Dag No.- 1280 measuring an area of 01 (one) Cottah 12 (twelve) Chittacks 29 (twenty-nine) Sq. Ft. more or less as well as under C.S. Khatian No.- 718 & Hal Khatian No.- 836 comprised in C.S. Dag No.- 1214 & R.S. Dag No.- 1281 measuring an area of 20 (twenty) Sq. Ft. more or less conjointly in both of the Dags i.e. R.S. Dag 1280 & 1281 the area of 01 (one) 13 (thirteen) 04 (four) Sq. Ft. more or less within the local limits of Rajarhat Bishnupur 1 No. Gram Panchayet under Police Station of Rajarhat in the District of North 24-Parganas, butted and bounded as follows:

ON THE NORTH BY : -The land of Shyama Charan Biswas.  
ON THE SOUTH BY : The land of Saktipada Biswas.  
ON THE EAST BY : 12' Panchayet Road.  
ON THE WEST BY : R.S. Dag NO 1281

**SCHEDULE - B ABOVE REFERRED TO:  
(THE DESCRIPTION OF THE PROPOSED BUILDING)**

ALL THAT multi-storeyed building consisting of several self content individual residential flats, shops, garages, commercial spaces and/or spaces including all common rights, amenities and/or facilities of the said proposed building together with undivided impartible

Contd.p/31.

*Sarman  
Adv.*

proportionate share of underneath land as referred in the **Schedule- A** referred hereinabove.

**SCHEDULE – C ABOVE REFERRED TO:**  
**(THE DESCRIPTION OF SAID PRESCRIBED PROPORTIONATE PORTIONS IN MANNER)**  
**OWNERS' ALLOCATION**

ALL THAT 43% (forty three percent) constructed area of the proposed multi-storeyed building in accordance with land ratio to be sanctioned against which constructed area determined in accordance with sanctioned building plan, consist of different self content individual residential flats, shops, garages and/or spaces etc. including all common right, amenities and/or facilities of the proposed building over and above of the said landed property together with undivided impartiable proportionate underneath share of the said landed property, described in the **Schedule- A** hereinabove written, shall always be treated as **Owners' Allocation** AND .....

**CONDITIONALLY - IN ADDITION TO, THAT** the owner will be entitled to get Rs. 2,00,000/- (Rupees two lakhs) only from the Developer herein as **REFUNDABLE INTEREST FREE SECURITY DEPOSIT** and the said amount shall have to refund by the owner to the Developer herein on or before after providing aforesaid owner's allocations and it is mandate in part of the owner herein.

**THE DEVELOPER'S ALLOCATION**  
**(THE DESCRIPTION OF SAID PRESCRIBED PROPORTIONATE PORTIONS IN MANNER)**

ALL THAT 57% (fifty seven percent) and/or remaining constructed area of said multi-storeyed building in accordance with land ratio to be sanctioned against which constructed area determined in accordance

*Somnath*  
*AD:*

with sanctioned building plan, consist of different self content individual residential flats, shops, garages and/or spaces etc. together with undivided impartiable proportionate share and/or interest in the land mentioned in the **Schedule- 'A'** hereinabove written including all common easementary rights, amenities and/or facilities of the said proposed building save and except Owner's allocations mentioned hereinabove of the said proposed Multi-Storeyed building to be constructed on the aforesaid property shall always be considered as the Developer's Allocation.

**SCHEDULE - D ABOVE REFERRED TO:**  
**(THE DESCRIPTION OF COMMON PARTS & PORTION INCLUDING COMMON)**

1. Staircase on all the floors including the ultimate roof of the said multi- storeyed building by considering the terms of these present.
2. Staircase landing on all the floors.
3. Lift facility including adjacent area (if any).
4. Common passage on the ground floor.
5. Water pump, overhead water tank, water pipes and other common plumbing's installation of the said flat.
6. Drainage and sewerage.
7. Motor pump sets and pump house.
8. Boundary wall and main gates.
9. Space for Electric Meter installation for the said flat.
10. Such other equipment, installations, fixtures, fittings and spaces in or within the same building comprised within the said premises as are necessary for passages to the users and occupiers of the building.

*Sankar*  
*AD.*



**SCHEDULE - E ABOVE REFERRED TO:  
(THE COMMON EXPENSES)**

Cost, Expenses and outgoings and obligations for which all purchasers including owners of units are to contribute proportionately:

1. All costs of maintenance, cleaning of premises for common use, operating water pumps, replacing, white-washing, painting, re-building, re-constructing, decorating, re-decorating, lighting the common parts, running cost of generator and also the outer walls of the building.
2. The salary of all persons employed for the common purposes.
3. Insurance premium for insuring the building against earthquake, fire fighting, mob damage, civil commotion etc. if any.
4. All charges and deposits for supply of common utilities to the Purchaser or other Purchasers or occupiers including owners of the portions of the building.
5. Panchayet taxes and other outgoings save those separately assessed on the owners or other co-owners.
6. Cost of formation and operation of the company, association society for the maintenance of the building.
7. All litigations expenses incurred for the common purposes.
8. The office expenses incurred for maintaining an office for common purpose, if any.
9. All other expenses and outgoing as demanded by the Developer being necessary or incidental to regulate the rights of the Purchaser and/or occupiers of the building including such amount as may be reasonably fixed for creating a fund for replacement, renovation, maintenance and/or periodic repairs in and of the common portions.
10. Electricity of the Garage Portion.

*Sankar*  
*ADK*

**SCHEDULE – F ABOVE REFERRED TO:  
(THE DESCRIPTION OF THE SPECIFICATION OF WORK WITH MATERIALS)**

1. **Structure** : Foundation will be with R.C.C. Column in isolated base foundation suitable for construction of the building and the tie beams are also provided below ground level linked with column each other supported by the approved plan.
2. **Super structure** : This will be R.C.C. Column connected with R.C.C. beams to each other frame structure including 4" thick R.C.C. roof structure. Height from Floor level to roof level minimum 9 ½" (without flooring).
3. **Brick work** : All external brick work will be 10" (ten inches) thick with A-Class approve quality bricks in 1:6 (C.M.) and all internal brick work will be 3" & 5" thick with same class bricks in 1:4 (C.M.). The balcony railing will be 3' 3" (three fit three inches) height.
4. **Flats** : Flat consists 2 or 3 Bedrooms, 1 Drawing & Dinning room, 1-Kitchen, 1 or 2-Balcony, 1 or 2-Toilets/Privy.
5. **Plaster** : All walls to be cement plastered (1:5) and ceiling plastered (1:4) punning with plaster of paris to the inside walls of the flat and the out side wall will have ¾" thick average and plaster in ceiling will be ½" thick average.
6. **Wall finishing** : Outer wall of the building will be painted by snow cem compound or weathersheld. The inside of the building will be finished with 2mm POP punning.

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*ADP*

7. **Basin** : One basin to be fixed at the place, which will be nearer from the dining space, kitchen and toilet.
8. **Flooring** : All floors of the flats including stairs will be laid with 2x2 marble or floor tiles.
9. **Bathroom** : Floor and 6" dado with marble or floor tiles.
10. **Doors** : Main entrance of the flat should be wooden panel door with sal wood frame duly primer coating and with hash bold provision.
11. **Other doors** : Commercial flush door with primer coating.
12. **Toilet door** : PVC shutter and frame with all tower bold and other necessary fittings.
13. **Windows** : All windows shall be with aluminum channel and covered with m.s. grill.
14. **Water source and system** : The building will be totally equipped with source of water duly energizing submersible pump set.
15. **Toilets** : One W.C. European and another one is orissa type with provision of tap and entire pipe line will be concealed.
16. **Kitchen** : In kitchen one steel sink and black slab stone for cooking gas table and only the top wall of the black slab stone label up to 18" height will be covered by glaze tiles and one water connection with tap will be provide.
17. **Electrical** : All line will be concealed and bedrooms will be provided 4 points with 5 Amp. Plug point and dining room will be provided 5 points with one 5 Amp. & 15 Amp. Plug point and main toilet will be

*Somnath*  
*Xor.*



provided 1 light point 1 exhaust fan point and 1 gazer point and another toilet will be provided 1 light point and 1 exhaust fan point and kitchen will be provided 1 light point with one 5 Amps & 15 Amps Plug point together with 1 exhaust fan point and verandah will be provided with 1 light point.

18. Water outlet system : Flat shall be completed with all out let pipes and rain water pipes.

Subject to change of the above specification.

IN WITNESSES WHEREOF both of the parties hereto have set and subscribed their respective seal signatures on the day month and year first above written.

SIGNED AND DELIVERED  
in the presence of:

1. M.d. Sahabuddin  
of Karisraite  
P.S. Barasat.

2. Shyama Anura Biswas.  
Vill. Narpurua  
Po+Ps - Rajarhat  
KOL- 700135.

Goutam Biswas.  
SIGNATURE OF THE OWNER

1. RCON  
Chandrani Dutta  
Partner

2. RCON  
Ranab Kr. Roychoudhri  
Partner

3. RCON  
Pritham Das  
Partner

SEAL & SIGNATURE OF THE  
DEVELOPER  
Partners of:  
RCON

*Sanjay*  
*AS*

-: MEMO OF CONSIDERATION :-

RECEIVED RS. 2,00,000/ (RUPEES TWO LAKHS) ONLY BY CHEQUE BEING  
NO.S. 099930, <sup>099939</sup> DATED 17.08.15 & 23.09.15 WITH DRAWEE BANK NAMELY,  
Corporation Bank, Rajshah... BRANCH AS INTEREST  
FREE REFUNDABLE SECURITY DEPOSIT.

WITNESSES:

1. M. d. Sahabuddin Souram Biswas.  
of. Kaziraita.  
P.S. - Barasat  
SIGNATURE OF THE OWNER

2. Shyama Charan Biswas  
Vill. Naipukur  
Po + P.S. Rajshah  
KOL. 700135

Drafted by:

Somnath  
Uttam Kumar Sarkar [ADVOCATE],  
Calcutta High Court,  
Enrolment No. F-733/700-03.  
"LAW CHAMBER", Bharati Apartment,  
Ground Floor, Room No. - 2,  
23, T.N. Chatterjee Street,  
Kolkata - 700 090.

Typed by:

Mukti Sarkar  
Mukti Sarkar,  
7/1, Dr. Nilmoni Sarkar Street,  
Kolkata - 700 090.

**UNDER RULE 44A OF THE I.R. ACT 1908**

(1) Name Goutam Biswas



*Goutam Biswas*

Status - Presentant

**LEFT HAND FINGER PRINTS**

LITTLE	RING	MIDDLE	FORE	THUMB

**RIGHT HAND FINGER PRINTS**

THUMB	FORE	MIDDLE	RING	LITTLE

*All the above fingerprints are of the abovenamed person and attested by the said person*

*Goutam Biswas*  
Signature of the presentant

(2) Name Chandrani Dutta



*Chandrani Dutta*

Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator (  )

**LEFT HAND FINGER PRINTS**

LITTLE	RING	MIDDLE	FORE	THUMB

**RIGHT HAND FINGER PRINTS**

THUMB	FORE	MIDDLE	RING	LITTLE

*All the above fingerprints are of the abovenamed person and attested by the said person*

*Chandrani Dutta*  
Signature of the Presentant / Executant /  
Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)



**UNDER RULE 44A OF THE I.R. ACT 1908**

(1) Name Pramab Kr. Ray Chaudhuri



Pramab Kr. Ray Chaudhuri

Status - Presentant

**LEFT HAND FINGER PRINTS**

LITTLE	RING	MIDDLE	FORE	THUMB

**RIGHT HAND FINGER PRINTS**

THUMB	FORE	MIDDLE	RING	LITTLE

*All the above fingerprints are of the abovenamed person and attested by the said person*  
Pramab Kr. Ray Chaudhuri  
 Signature of the presentant

(2) Name Bikram Das



Bikram Das

Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator (✓)

**LEFT HAND FINGER PRINTS**

LITTLE	RING	MIDDLE	FORE	THUMB

**RIGHT HAND FINGER PRINTS**

THUMB	FORE	MIDDLE	RING	LITTLE

*All the above fingerprints are of the abovenamed person and attested by the said person*  
Bikram Das

Signature of the Presentant / Executant /  
 Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

## Seller, Buyer and Property Details



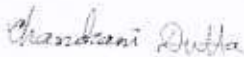



### A. Land Lord & Developer Details

Presentant Details			
SL No.	Name, Address, Photo, Finger print and Signature of Presentant		
1	Shri GOUTAM BIWAS Son of Late Bijoy Krishna Biswas Naipukur, P.O:- Rajarhat, P.S:- Rajarhat, District:- North 24-Parganas, West Bengal, India, PIN - 700135	 23/09/2015 01:06:35 PM	 LTI 23/09/2015 01:06:40 PM
		 23/09/2015 01:07:05 PM	

Land Lord Details			
SL No.	Name, Address, Photo, Finger print and Signature		
1	Shri GOUTAM BIWAS Son of Late Bijoy Krishna Biswas Naipukur, P.O:- Rajarhat, P.S:- Rajarhat, District:- North 24-Parganas, West Bengal, India, PIN - 700135  Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AZVPB7047C, Status : Individual Date of Execution : 23/09/2015 Date of Admission : 23/09/2015 Place of Admission of Execution : Office	 23/09/2015 01:06:35 PM	 LTI 23/09/2015 01:06:40 PM
		 23/09/2015 01:07:05 PM	



**Developer Details**

SL No.	Name, Address, Photo, Finger print and Signature		
1	R CON Reckjoani, P.O:- Rajarhat, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135 PAN No. AAQFR6566A, Status : Organization Represented by representative as given below:-		
1(1)	Smt CHANDRANI DUTTA Partner, R CON Reckjoani, P.O:- Rajarhat, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AFTPD0031J, Status : Representative Date of Execution : 23/09/2015 Date of Admission : 23/09/2015 Place of Admission of Execution : Office	 23/09/2015 01:07:29 PM	 LTI 23/09/2015 01:07:34 PM
		 23/09/2015 01:07:52 PM	
1(2)	Shri PRANAB KUMAR RAY CHAUDHURI Partner, R CON Reckjoani, P.O:- Rajarhat, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. APOPR3675P, Status : Representative Date of Execution : 23/09/2015 Date of Admission : 23/09/2015 Place of Admission of Execution : Office	 23/09/2015 01:08:40 PM	 LTI 23/09/2015 01:08:44 PM
		 23/09/2015 01:08:56 PM	



### Developer Details

SL No.	Name, Address, Photo, Finger print and Signature		
(3)	<p>Shri BIKRAM DAS                      Partner, R CON Reckjoani, P.O:- Rajarhat, P.S:-                      Rajarhat, District:-North 24-Parganas, West                      Bengal, India, PIN - 700135                      Sex: Male, By Caste: Hindu, Occupation:                      Business, Citizen of: India, PAN No.                      AMPPD1706K,                      Status : Representative                      Date of Execution : 23/09/2015                      Date of Admission : 23/09/2015                      Place of Admission of Execution : Office</p>	 23/09/2015 01:08:13 PM	 LTI 23/09/2015 01:08:18 PM
		 23/09/2015 01:08:27 PM	

### B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	<p>Mr SAHABUDDIN                      Son of Late Abul Hossain                      Kaziraite, P.O:- Kadambagachi, P.S:-                      Barasat, District:-North 24-Parganas,                      West Bengal, India, PIN - 700124                      Sex: Male, By Caste: Muslim,                      Occupation: Business, Citizen of: India,</p>	<p>Shri GOUTAM BIWAS, Smt                      CHANDRANI DUTTA, Shri                      PRANAB KUMAR RAY                      CHAUDHURI, Shri BIKRAM DAS</p>	 9/23/2015 1:09:20 PM

### C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	<p>District: North 24-Parganas, P.S:-                      Rajarhat, Gram Panchayat:                      RAJARHAT BISHNUPUR-I,                      Mouza: Rekjoyani</p>	<p>LR Plot No:-                      1280                      , LR Khatian                      No:- 855</p>	<p>1 Katha 12                      Chatak 29                      Sq Ft</p>	1,70,000/-	14,29,465/-	<p>Proposed                      Use: Bastu,                      ROR: Bagan,                      Width of                      Approach                      Road: 12 Ft.,                      Adjacent to                      Metal Road,</p>

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L2	District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Rekjoyani	LR Plot No:- 1281 , LR Khatian No:- 836	20 Sq Ft	30,000/-	30,000/-	Proposed Use: Bastu, ROR: Bagan, Width of Approach Road: 12 Ft., Adjacent to Metal Road,

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Shri GOUTAM BIWAS	R CON	2.95396	100
L2	Shri GOUTAM BIWAS	R CON	0.0458334	100

#### D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	UTTAM KUMAR SARKAR
Address	Thana : Barasat, District : North 24-Parganas, WEST BENGAL
Applicant's Status	Advocate



Office of the A.D.S.R. RAJARHAT, District: North 24-Parganas

Endorsement For Deed Number : I - 152310515 / 2015

Query No/Year	15230000747566/2015	Serial no/Year	1523010973 / 2015
Deed No/Year	I - 152310515 / 2015		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Shri GOUTAM BIWAS	Presented At	Office
Date of Execution	23-09-2015	Date of Presentation	23-09-2015

Remarks

On 22/09/2015

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 14,59,465/-

(Debasish Dhar)

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
North 24-Parganas, West Bengal

On 23/09/2015

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48(g) of Indian Stamp Act 1899.

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

Presented for registration at 12:34 hrs on : 23/09/2015, at the Office of the A.D.S.R. RAJARHAT by Shri GOUTAM BIWAS ,Executant.

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

Execution is admitted on 23/09/2015 by

Shri GOUTAM BIWAS, Son of Late Bijoy Krishna Biswas, Naipukur, P.O: Rajarhat, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Hindu, By Profession Business  
Indetified by Mr SAHABUDDIN , Son of Late Abul Hossain, Kaziraite, P.O: Kadambagachi, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, By caste Muslim, By Profession Business

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

Execution is admitted on 23/09/2015 by

Smt CHANDRANI DUTTA Partner, R CON

Indetified by Mr SAHABUDDIN , Son of Late Abul Hossain, Kaziraite, P.O: Kadambagachi, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, By caste Muslim, By Profession Business



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

Execution is admitted on 23/09/2015 by

Shri PRANAB KUMAR RAY CHAUDHURI Partner, R CON  
Indetified by Mr SAHABUDDIN , Son of Late Abul Hossain, Kaziraite, P.O: Kadambagachi, Thana: Barasat, ,  
North 24-Parganas, WEST BENGAL, India, PIN - 700124, By caste Muslim, By Profession Business

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

Execution is admitted on 23/09/2015 by

Shri BIKRAM DAS Partner, R CON  
Indetified by Mr SAHABUDDIN , Son of Late Abul Hossain, Kaziraite, P.O: Kadambagachi, Thana: Barasat, ,  
North 24-Parganas, WEST BENGAL, India, PIN - 700124, By caste Muslim, By Profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 2,196/- ( B = Rs 2,189/- , E = Rs 7/- )  
and Registration Fees paid by Cash Rs 0/-, by Draft Rs 2,200/-

**Description of Draft**

1. Rs 2,200/- is paid, by the Draft(8554) No: 331432000428, Date: 22/09/2015, Bank: STATE BANK OF INDIA  
(SBI), BARASAT.

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 5,001/- and Stamp Duty paid by Draft Rs  
50/-, by Stamp Rs 5,000/-

**Description of Stamp**

1. Rs 5,000/- is paid on Impressed type of Stamp, Serial no 636, Purchased on 07/09/2015, Vendor named S  
BOSE.

**Description of Draft**

1. Rs 50/- is paid, by the Draft(8554) No: 331433000428, Date: 22/09/2015, Bank: STATE BANK OF INDIA  
(SBI), BARASAT.

  
(Debasish Dhar)

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2015, Page from 132579 to 132626

Deed No 152310515 for the year 2015.



*Dhar*

Digitally signed by DEBASISH DHAR  
Date: 2015.09.28 16:34:19 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 28-09-2015 16:34:18  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
West Bengal.

(This document is digitally signed.)