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 & the endorsement sheet/sheets attached
 with this document are the part of this
 document.

Additional District Sub-Registrar
 Rajarhat, New Town, North 24-Pgs
 17 AUG 2016

DEVELOPMENT AGREEMENT

THIS INDENTURE made on 17th day of August Two Thousand
 Sixteen (2016)

BETWEEN

SRI SAKTIPADA BISWAS [PAN- AYTPB9137G], son of Late Bijay Krishna
 Biswas, by Nationality- Indian, by Faith- Hindu, by Occupation- Business,
 residing at Naipukur under Post & Police Station of Rajarhat, Kolkata-
 700135 in the 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

নম্বর : 3033 0910816

সম ও তারিখ :

স্বত্বকার নাম : Leon Rajarat

ঠিকানা :

মূল্য :

স্বত্বকার :

বাহারি মোট

ক্রয় : উত্তর ১৪ পরগণা

খরিদ তার : 18 JUL 2016

মোট ড্যান্ড খরিদ : RS.300000

ক্রয়কারী বাসিন্দা

স্বত্বকার : শ্রী মহাশয় রায়



Additional District Sub-Registrar
Rajshahi, New Town, North 24 Pgs

AUG. 2016

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 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 in the District of North 24-Parganas & (3) SRI BIKRAM DAS [PAN- AMPPD1706K], son of Sri Dinesh Das, residing at Naipukur under Police Station of Rajarhat 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 the Owner of the First on having duly accepted the Gift from his 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- 53 to 60, being No.- 314 for the year 2000, the First Part herein become the sole owner in respect of ALL THAT piece and parcel of DANGA landed property measuring an area of 01

(one) Cottah 12 (twelve) Chittacks 41 (forty-one) Sq. Ft. more or less duly marked as PLOT No.- A, lying and situated at Mouza- Reckjoani, Touzi No.- 1507, Re. Sa. No.- 198 of 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 within the local limits of Rajarhat Bishnupur No. 1 Gram Panchayet, Kolkata- 700135 under Post & Police Station of Rajarhat in the District of North 24-Parganas;

AND WHEREAS by virtue of another registered Deed of Gift, which registered on 19.08.2014 at D.S.R.-II, Barasat, North 24-Parganas duly recorded under Book No.- I, Volume No.- 10, Pages- 2454 to 2474, being No.- 4559 for the year 2014 duly accepted the same from the sister, Mamata Biswas the First Part herein become the sole owner also in respect of ALL THAT piece and parcel of BAGAN landed property measuring an area of 01 (one) Cottah 12 (twelve) Chittacks 22 (twenty-two) Sq. Ft. more or less under C.S. Khatian No.- 718 & Hal Khatian No.- 836 as well as L.R. Khatian No.- 4844 comprised in C.S. Dag No.- 1214 & R.S. & L.R. Dag No.- 1281 under Plot No.- I AND another BAGAN landed property measuring an area of 02 (two) Cottahs more or less under under C.S. Khatian No.- 825 & Hal Khatian No.- 855 & L.R. Khatian No. 4844 comprised in C.S. Dag No.- 1215 & R.S. & L.R. Dag No.- 1282 under Plot No.- E, lying and situated at Mouza- Reckjoani, Touzi No.- 1507, Re. Sa. No.- 198 of J.L. No.- 13 within the local limits of Rajarhat Bishnupur No. 1 Gram Panchayet under Post & Police Station of Rajarhat, Kolkata- 700135 in the District of North 24-Parganas;

AND WHEREAS by virtue of two registered Deed of Gift being No. 314 for the year 2000 and 4559 for the year 2014 the First Part herein become the

owner in respect of the total landed property measuring an area of **05 (five) Cottahs 09 (nine) Chittacks 18 (eighteen) Sq. Ft.** more or less, and absolutely seized and possessed the same with right title and/or interest in respect of the said landed property, 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, the Owner of the First Part also recorded his name in respect of L.R. Khatian No. 6863 & 4840 of Mouza- Reckjoani in L.R. Dag No. 1280, 1281 & 1282 respectively forming the subject matter of this indenture;

AND WHEREAS just contiguous to the plots of the owner of the First Part, the Lands of his brother Shyama Charan Biswas and Goutam Biswas are started and the Developer of the Second Part had already entered into Development Agreement with them in the year 2014 and 2015 respectively and the Developer in order to get a much larger plot for raising construction of multi-storeyed building gave offer to the land owner to give his plots of lands to the Developer whereby the Developer at his own cost and expenses convert the said lands in from of Bastu with a view to fulfilling the work of construction;

AND WHEREAS 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.
- 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.

- 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 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.
- N) **Owners' Allocations:** Shall mean the 45% (forty five 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 impartible 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 owners' land against which the sanctioned area being effectuated on calculative method.
- O) **Developer's Allocations:** Shall mean the 55% (fifty five 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 impartible 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.
- 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 offer of the Developer, the Owner having accepted the same, 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 Rajathat Bishnupur 1 No. Gram Panchayet at its own costs and expenses and the Developer shall have to provide to the Owner herein 45% (forty five) 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 45% (forty five percent) will be determined on unit basis without adding any super built up of area but duly added the 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 45% (forty five percent) of the proposed building in favour 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 or area of common paths & passages 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 45% (forty five percent) including stair and landing and the lift area (if any) as the same is 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. 10,00,000/- (Rupees ten lakhs) only in different interval i.e. the amount of Rs. 2,50,000/- (Rupees two lakhs fifty thousand) only at the point of time of execution of these presents and another amount of Rs. 5,00,000/- (Rupees five lakhs) only within 10/15 days from the date of execution of these presents and final amount of Rs. 2,50,000/- (Rupees two lakhs fifty thousand) only shall have to pay by the Developer in favour of the Owner herein within 1 (one) month from the date of execution of these presents as **INTEREST FREE REFUNDABLE SECURITY DEPOSIT** as per memo of consideration hereunder written and the said security deposit will be refunded by the owner in favour of the Developer on or within 10 (ten) days of 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 45% (forty five percent) of the constructed area in accordance with the approved building plan and/or according to the measurement of the roof duly consider the land area against which the constructed area being effectuated on calculative method as per sanctioned plan 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 i.e. Rs. 2,50,000/- (Rupees two lakhs fifty thousand) only at the point of time of execution of these presents and another amount of Rs. 5,00,000/- (Rupees five lakhs) only within 10/15 days from the date of execution of these presents and final amount of Rs. 2,50,000/- (Rupees two lakhs fifty thousand) only within 30 days from the date of execution of these presents so, total amount of **Rs. 10,00,000/- (Rupees ten lakhs)** only in manner as specified under Clause No: 4 hereinabove as **INTEEREST FREE REFUNDABLE SECURITY DEPOSIT** and now paid the said amount of **Rs. 2,50,000/- (Rupees two lakhs fifty thousand)** only as per memo of consideration hereunder written and **ALL OTHER** remaining **55% (fifty five percent)** area and/or constructed area duly determined as 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 45% (forty five percent) of the owner always will come into effect of the constructed area on calculative method of land area of the proposed building and considering such view the owner will get his allotted share of 45% of

the constructed area by way of flat/s, shop/s and/or garages, which is to be distributed by separate allocation agreement;

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 amount of Rs. 10,00,000/- (Rupees ten 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 Rajarhat Bishnupur No. 1 Gram Panchayet 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 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 excluding 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 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 themselves 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 ultimate roof by providing 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;
18. **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 as well as duly considered the ratio of the Developer and the owner herein against which the constructed area will be determined in accordance with the calculative method of the sanctioned building plan;

19. **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 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;
20. **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;
21. **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;

22. **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;

23. **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 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;

24. **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;
25. **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;

26. THAT the Owner doth hereby declare that the said landed property is free from all sorts of encumbrances, charges, 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;

27. 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 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 irrevocable 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;

28. **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;
29. **THAT** the Developer shall complete the Owners' Allocation as per constructional work as specified in the **Schedule- F within 24 (twenty four) months** from the date of sanction of the building plan, subject to the condition that the Developer will convert the land as vastu as well as will clear all the rates and taxes in respect of the said land and it is mandate in part of the Developer to provide possession in favour of the owner within specified period of **24 (twenty four) months** from the date of sanction of the building plan considering the condition as stated above, by providing water connection as well as electric connection in permanent nature 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;

30. THAT the Developer shall complete the constructional work of the said proposed building in every respect within 24 (twenty-four) 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 common strike, lock-out and/or any other act or commission beyond control of the Developer, provided however that the Developer is given a period of 08 (eight) months from the date of this agreement, to get the Schedule below land converted and to obtain a sanction plan thereto and if the Developer will fail to do the same within said period under such circumstances it is the liability of the Developer to pay the amount of Rs. 1,000/- per month in favor of the owner under the head of the damage. ~~per diem~~;

31. 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;

32. THAT the Developer shall have no right to impose any proportionate charges of electrical infrastructure and/or other privileges like generator, cc-look 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 Developer 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 Owner shall have to render its best co-operation in favour of the Developer herein;

33. **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 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;

34. **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;

35. **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 be changed either of the party then in such case the concerned party shall have to inform the same to the other party;
36. **THAT** the Developer shall have to furnish the photocopy of the Trade Certificate of the Firm in favour of the Owner herein on or before execution of these presents and the Developer shall have 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;
37. **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;
38. **THAT** if the Developer fails to comply with the covenants laid down herein, the Owner shall have every right to sue under the Consumer Protection Act 1986 as amended till date Specific Performance of Contract Act against the Developer and the similar right shall have the Developer against the Owner herein i.e. vice-versa or under the provisions West Bengal Promoters and Developers Act. 1993;

39. **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;
40. **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 of Developer's Allocation shall have to expedite through the project's Advocate Uttam Kumar Sarkar, Barasat Judges Court and High Court Calcutta, who nominated upon consent of the Developer herein and in respect of the property so determined as Owners' Allocation in connection there of the Owner shall have the liberty to deal with his Advocate namely, Sri Subhajit Bose of Judges Court, Barasat;
41. **THAT** the Owner shall have to refund the interest free refundable security deposit in favour of the Developer on or within 10 (ten) days from the date of 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, subject to the condition that the allocation of the Owner to be provided by the Developer within prescribed period and/or by accumulating grace period of another 60 days;

42. 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;
43. 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;
44. THAT all of the legal matters is under the jurisdiction of Hon'ble High Court Calcutta and/or Trial Courts in jurisdiction;
45. 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 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 presents;

46. **THAT** By virtue of these presents the owner hereby providing his ownership land duly determined as Plot A, I & E in favour of the Developer for the purpose of development by erecting multi-storeyed building. Be it specified that the said plots located in different side that is to say one plot towards North and another towards South and further plot towards East and considering such views the Developer desire to take other lands from other owners with a view to accumulate the aforesaid plots with other owners plots duly binded in one adjoining, so that to create and/or erect one and/or two buildings and knowing the intention of the Developer the owner herein declaring and confirming that to that effect the owner herein have no objection, subject to the condition that the owner herein should not face any problem to get his allocations in accordance with agreed prescribed ratio as specified in this indenture from the Developer herein and by virtue of these presents the owner herein also declaring and confirming that the Developer shall have every liberty to amalgamate the other adjacent landed property from his ownership plot of lands and also have the liberty to erect building/s as the Developer deem fit and proper and in such event and/or situation if the Developer prefer to create any deed or documents for the benefit of working culture under such circumstances the owner herein will render his best co-operation duly execute the same at free of cost for betterment of the proposed project without raising any objection and/or without claiming and/or demanding anything extra either movable or immovable save and except as prescribed in these presents;

47. 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 DANGA landed property measuring an area of **01 (one) Cottah 12 (twelve) Chittacks 41 (forty-one) Sq. Ft.** more or less duly marked as PLOT No.- A, under C.S. Khatian No.- 825 & Hal Khatian No.- 855 and L.R. Khatian No. 4840 comprised in C.S. Dag No.- 1213 & R.S. Dag No.- 1280 AND another BAGAN landed property measuring an area of **01 (one) Cottah 12 (twelve) Chittacks 22 (twenty-two) Sq. Ft.** more or less under C.S. Khatian No.- 718 & Hal Khatian No.- 836 as well as L.R. Khatian No.- 6863 comprised in C.S. Dag No.- 1214 & R.S. & L.R. Dag No.- 1281 under Plot No.- I AND one more BAGAN landed property measuring an area of **02 (two) Cottahs** more or less under C.S. Khatian No.- 825 & Hal Khatian No.- 855 & L.R. Khatian No. 6863 comprised in

C.S. Dag No.- 1215 & R.S. & L.R. Dag No.- 1282 under Plot No.- E conjointly landed property measuring an area of **05 (five) Cottahs 09 (nine) Chittacks 18 (eighteen) Sq. Ft.** more or less, lying and situated at Mouza- Reckjoani, Touzi No.- 1507, Re. Sa. No.- 198 of J.L. No.- 13 within the local limits of Rajarhat Bishnupur No. 1 Gram Panchayet, Kolkata- 700135 under Post & Police Station of Rajarhat within the jurisdiction of formerly A.D.S.R. Bidhan Nagar Salt Lake City, Kolkata and presently A.D.S.R. Rajarhat in the District of North 24-Parganas, butted and bounded as follows:

ON THE NORTH BY : Land under R.S. Dag No. 1279.

ON THE SOUTH BY : Land under R.S. Dag No. 1283 & 1284.

ON THE EAST BY : 12' Panchayet Road.

ON THE WEST BY : The land under Plot No. P-G and thereafter plot P-F and after that the land under 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 impartiable 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 OF UNITS)**

OWNERS' ALLOCATION

ALL THAT 45% (forty five 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 enjoyment rights over and all common right, amenities and/or facilities of the proposed building as described in the SCHEDULE- D below 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. 10,00,000/- (Rupees ten 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 within 10 (ten) days from the day of 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 OF UNITS)

ALL THAT 55% (fifty five 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 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 AMENITIES AND FACILITIES)**

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.

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.

SCHEDULE – F ABOVE REFERRED TO:

(THE DESCRIPTION OF THE SPECIFICATION OF WORK WITH MATERIALS OF THE SAID FLAT)

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 2/3 Bedrooms, 1-Drawing & Dinning room, 1-Kitchen, 1/2- Balcony, 1/2- 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 3/4" thick average and plaster in ceiling will be 1/2" 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.
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 dinning room will be provided 5 points with one 5 Amp. & 15 Amp. Plug point and main toilet will be 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. One A.C point has to be provided in one bedroom of each flat.

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. Md. Sahabuddin
of Kaziraita
P.S. Barasat.

2. Subhajit Bose
Advocate
Judges Court Barasat.

SIGNATURE OF THE OWNER

RCON

1. Chandrani Dutta
Partner

RCON

2. Pranab Kr. Raychaudhuri
Partner

RCON

3. Dilipram Das
Partner

SEAL & SIGNATURE OF THE
DEVELOPER

Partners of:
RCON

Drafted by:

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:

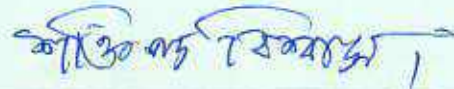
Mukti Sarkar,
7/1, Dr. Nilmoni Sarkar Street,
Kolkata - 700 090.

-: MEMO OF CONSIDERATION :-

RECEIVED RS. 2,50,000/- (RUPEES TWO LAKHS FIFTY THOUSAND) ONLY
BY CHEQUE BEING NO. 126771... DATED 17.08.2016... WITH
DRAWEE BANK NAMELY, Corporation Bank, Rajarhat....
BRANCH, KOLKATA- 700.....

WITNESSES:

1. M.d. Sahabuddin
of Kaziraita
P.S- Barasat.











SIGNATURE OF THE OWNER

2. Subhojit Bose
Advocate
Judges Court Barasat.

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

(1) Name Sri Saktipada Biswas

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

 Sri Saktipada Biswas	L.H.	LITTLE	RING	MIDDLE	FORE	THUMB
						
	R.H.	THUMB	FORE	MIDDLE	RING	LITTLE
						












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

Sri Saktipada Biswas

Signature of the Presentant / Executant / Claimant / Attorney / Principal / Guardian / Testator. (✓)

(2) Name Smt. Chandrani Dutta

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

 Chandrani Dutta	L.H.	LITTLE	RING	MIDDLE	FORE	THUMB
						
	R.H.	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. (✓)

(3) Name Pranab Kumar Raychoudhuri

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

 Pranab Kumar Raychoudhuri	L.H.	LITTLE	RING	MIDDLE	FORE	THUMB
						
	R.H.	THUMB	FORE	MIDDLE	RING	LITTLE
						

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

Pranab Kumar Raychoudhuri

Signature of the Presentant / Executant / Claimant / Attorney / Principal / Guardian / Testator. (✓)

N.B. : L.H = Left hand finger prints & R.H. = Right hand finger prints.

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

(1) Name Bikram Das

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

 <u>Bikram Das</u>	L.H.	LITTLE	RING	MIDDLE	FORE	THUMB
						
	R.H.	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. (✓)

(2) Name

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

<div style="border: 1px solid black; width: 100%; height: 100%; display: flex; align-items: center; justify-content: center;"> PHOTO </div>	L.H.	LITTLE	RING	MIDDLE	FORE	THUMB
						
	R.H.	THUMB	FORE	MIDDLE	RING	LITTLE
						

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

Signature of the Presentant / Executant / Claimant/Attorney/Principal/Guardian/Testator. (✓)

(3) Name

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

<div style="border: 1px solid black; width: 100%; height: 100%; display: flex; align-items: center; justify-content: center;"> PHOTO </div>	L.H.	LITTLE	RING	MIDDLE	FORE	THUMB
						
	R.H.	THUMB	FORE	MIDDLE	RING	LITTLE
						

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

Signature of the Presentant / Executant / Claimant/Attorney/Principal/Guardian/Testator. (✓)

N.B. : L.H = Left hand finger prints & R.H. = Right hand finger prints.

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201617-001899703-1 Payment Mode Online Payment
GRN Date: 16/08/2016 16:14:37 Bank : State Bank of India
BRN : IKC1176095 BRN Date: 16/08/2016 16:30:21

DEPOSITOR'S DETAILS

Id No. : 15230001081723/1/2016
[Query No./Query Year]

Name : UTTAM KUMAR SARKAR
Contact No. : Mobile No. : +91 9836548792
E-mail :
Address : 7/1, DR. NILMONI SARKAR STREET,
Applicant Name : Mr UTTAM KUMAR SARKAR
Office Name :
Office Address :
Status of Depositor : Advocate
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	15230001081723/1/2016	Mutation/Conversion -Receipt	0029-00-800-028-27	102
2	15230001081723/1/2016	Property Registration- Registration Fees	0030-03-104-001-16	2746
3	15230001081723/1/2016	Property Registration- Stamp duty	0030-02-103-003-02	4901

In Words : Rupees Seven Thousand Seven Hundred Forty Nine only Total 7749

Major Information of the Deed

Deed No :	I-1523-08899/2016	Date of Registration	8/17/2016 11:54:10 AM
Query No / Year	1523-0001081723/2016	Office where deed is registered	
Query Date	01/08/2016 3:36:18 PM	A D S.R. RAJARHAT, District, North 24-Parganas	
Applicant Name, Address & Other Details	UTTAM KUMAR SARKAR 7/1, DR. NILMONI SARKAR STREET, Thana : Rajarhat, District : North 24-Parganas, WEST BENGAL, PIN - 700135, Mobile No. : 9836548792, Status Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4311] Other than Immoveable Property, Receipt (Rs : 2,50,000/-)		
Set Forth value	Market Value		
Rs 2,50,000/-	Rs. 26,70,088/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs 5,001/- (Article:48(g))	Rs. 2,746/- (Article E, B)		
Remarks			

Land Details :

District: North 24-Parganas, P.S.- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza. Rekjoyani

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1280	LR-4840	Bastu	Danga	1 Katha 12 Chatak 41 Sq Ft	75,000/-	9,61,848/-	Width of Approach Road: 12 Ft.,
L2	LR-1281	LR-6863	Bastu	Bagan	1 Katha 12 Chatak 22 Sq Ft	75,000/-	9,47,801/-	Width of Approach Road: 12 Ft.,
L3	LR-1282	LR-6863	Bagan	Bastu	2 Katha	1,00,000/-	7,60,439/-	Width of Approach Road: 12 Ft.,
TOTAL :					9.2194Dec	2,50,000 /-	26,70,088 /-	
Grand Total :					9.2194Dec	2,50,000 /-	26,70,088 /-	



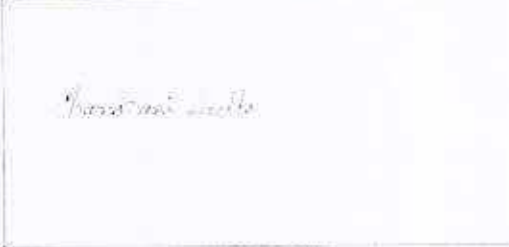


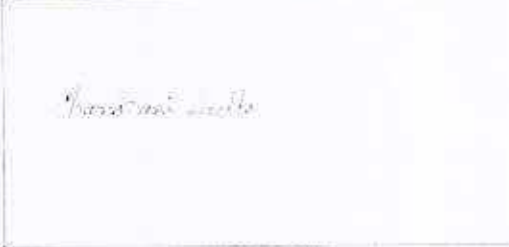


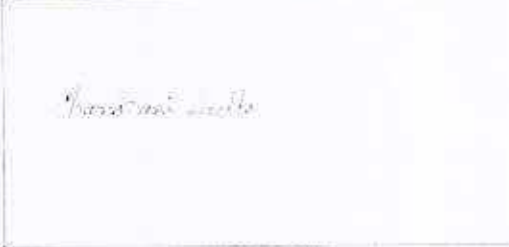


















Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature			
	Name	Photo	Fingerprint	Signature
1	Shri SAKTIPADA BISWAS Son of Late BIJOY KRISHNA BISWAS Executed by: Self, Date of Execution: 17/08/2016 , Admitted by: Self, Date of Admission: 17/08/2016 ,Place : Office	 17/08/2016	 LTI 17/08/2016	 17/08/2016
NAIPUKUR, P.O:- RAJARHAT, P.S:- Rajarhat, District:- North 24-Parganas, West Bengal, India, P. 700135 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AYTPB913 Status :Individual				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	RCON RECKJOANI, P.O:- RAJARHAT, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135 PAN No AAQFR6566A, Status :Organization

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Smt CHANDRANI DUTTA Wife of Shri. SABYASACHI DUTTA Date of Execution - 17/08/2016, , Admitted by: Self, Date of Admission: Aug 17 2016, Place of Admission of Execution: Office </td> <td>  Aug 17 2016 12:13PM </td> <td>  LTI Aug 17 2016 12:13PM </td> <td>  Aug 17 2016 12:13PM </td> </tr> </tbody> </table> <p>RECKJOANI, GHOSH PARA, 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, Representative of : RCON (as PARTNER)</p>	Name	Photo	Finger Print	Signature	Smt CHANDRANI DUTTA Wife of Shri. SABYASACHI DUTTA Date of Execution - 17/08/2016, , Admitted by: Self, Date of Admission: Aug 17 2016, Place of Admission of Execution: Office	 Aug 17 2016 12:13PM	 LTI Aug 17 2016 12:13PM	 Aug 17 2016 12:13PM
Name	Photo	Finger Print	Signature						
Smt CHANDRANI DUTTA Wife of Shri. SABYASACHI DUTTA Date of Execution - 17/08/2016, , Admitted by: Self, Date of Admission: Aug 17 2016, Place of Admission of Execution: Office	 Aug 17 2016 12:13PM	 LTI Aug 17 2016 12:13PM	 Aug 17 2016 12:13PM						
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Shri PRANAB KUMAR RAYCHAUDHURI Son of Late NANU ROYCHAUDHURY Date of Execution - 17/08/2016, , Admitted by: Self, Date of Admission: Aug 17 2016, Place of Admission of Execution: Office </td> <td>  Aug 17 2016 12:14PM </td> <td>  LTI Aug 17 2016 12:14PM </td> <td>  Aug 17 2016 12:14PM </td> </tr> </tbody> </table> <p>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, Representative of : RCON (as PARTNER)</p>	Name	Photo	Finger Print	Signature	Shri PRANAB KUMAR RAYCHAUDHURI Son of Late NANU ROYCHAUDHURY Date of Execution - 17/08/2016, , Admitted by: Self, Date of Admission: Aug 17 2016, Place of Admission of Execution: Office	 Aug 17 2016 12:14PM	 LTI Aug 17 2016 12:14PM	 Aug 17 2016 12:14PM
Name	Photo	Finger Print	Signature						
Shri PRANAB KUMAR RAYCHAUDHURI Son of Late NANU ROYCHAUDHURY Date of Execution - 17/08/2016, , Admitted by: Self, Date of Admission: Aug 17 2016, Place of Admission of Execution: Office	 Aug 17 2016 12:14PM	 LTI Aug 17 2016 12:14PM	 Aug 17 2016 12:14PM						
3	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Shri BIKRAM DAS Son of Shri DINESH DAS Date of Execution - 17/08/2016, , Admitted by: Self, Date of Admission: Aug 17 2016, Place of Admission of Execution: Office </td> <td>  Aug 17 2016 12:13PM </td> <td>  LTI Aug 17 2016 12:13PM </td> <td>  Aug 17 2016 12:13PM </td> </tr> </tbody> </table> <p>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. AMPPD1706K, Status : Representative, Representative of : RCON (as PARTNER)</p>	Name	Photo	Finger Print	Signature	Shri BIKRAM DAS Son of Shri DINESH DAS Date of Execution - 17/08/2016, , Admitted by: Self, Date of Admission: Aug 17 2016, Place of Admission of Execution: Office	 Aug 17 2016 12:13PM	 LTI Aug 17 2016 12:13PM	 Aug 17 2016 12:13PM
Name	Photo	Finger Print	Signature						
Shri BIKRAM DAS Son of Shri DINESH DAS Date of Execution - 17/08/2016, , Admitted by: Self, Date of Admission: Aug 17 2016, Place of Admission of Execution: Office	 Aug 17 2016 12:13PM	 LTI Aug 17 2016 12:13PM	 Aug 17 2016 12:13PM						

Identifier Details :

Name & address

Md SAHABUDDIN
 Son of Late ABUL HOSSAIN
 KAZIRITE, P.O. - KADAMBAGACHI, P.S. - Barasat, District - North 24-Parganas, West Bengal, India, PIN - 700124, Sex: Male, By Caste: Muslim, Occupation: Law Clerk, Citizen of India, Identifier Of Shri SAKTIPADA BISWAS, Smt CHANDRANI DUTTA, Shri PRANAB KUMAR RAYCHAUDHURI, Shri BIKRAM DAS

17/08/2016

Md Sahabuddin

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri SAKTIPADA BISWAS	RCON-2.98146 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Shri SAKTIPADA BISWAS	RCON-2.93792 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Shri SAKTIPADA BISWAS	RCON-3.3 Dec

Endorsement For Deed Number : I - 152308899 / 2016

On 17-08-2016

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 11:42 hrs on 17-08-2016, at the Office of the A.D.S.R. RAJARHAT by Shri SAKTIPADA BISWAS, Executant.

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 26,70,088/-

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

Execution is admitted on 17/08/2016 by Shri SAKTIPADA BISWAS, 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

Identified by Md SAHABUDDIN, Son of Late ABUL HOSSAIN, KAZIRITE, P.O. - KADAMBAGACHI, Thana: Barasat, North 24-Parganas, WEST BENGAL, India, PIN - 700124, By caste Muslim, By Profession Law Clerk

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

Execution is admitted on 17/08/2016 by Smt CHANDRANI DUTTA, PARTNER, RCON RECKJOANI, P.O. RAJARHAT, P.S. - Rajarhat, District - North 24-Parganas, West Bengal, India, PIN - 700135

Certified by Md SAHABUDDIN , Son of Late ABUL HOSSAIN, KAZIRITE, P.O: KADAMBAGACHI, Thana: Barasat, North 24-Parganas, WEST BENGAL, India, PIN - 700124, By caste Muslim, By Profession Law Clerk

Execution is admitted on 17/08/2016 by Shri PRANAB KUMAR RAYCHAUDHURI PARTNER, RCON, RECKJOANI, P.O:- RAJARHAT, P.S.- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135

Indetified by Md SAHABUDDIN , Son of Late ABUL HOSSAIN, KAZIRITE, P.O: KADAMBAGACHI, Thana: Barasat, North 24-Parganas, WEST BENGAL, India, PIN - 700124, By caste Muslim, By Profession Law Clerk

Execution is admitted on 17/08/2016 by Shri BIKRAM DAS PARTNER, RCON, RECKJOANI, P.O: RAJARHAT, P.S Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135

Indetified by Md SAHABUDDIN , Son of Late ABUL HOSSAIN, KAZIRITE, P.O: KADAMBAGACHI, Thana: Barasat, North 24-Parganas, WEST BENGAL, India, PIN - 700124, By caste Muslim, By Profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,746/- (B = Rs 2,739/-, E = Rs 7/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 2,746/-

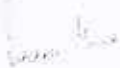
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/08/2016 4:30PM with Govt. Ref. No. 192016170018997031 on 16-08-2016, Amount Rs. 2,746/-, Bank State Bank of India (SBIN0000001), Ref. No. IKC1176095 on 16-08-2016, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,001/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 4,901/-

Description of Stamp

1 Stamp, Type: Impressed, Serial no 3033, Amount: Rs 100/-, Date of Purchase: 09/08/2016, Vendor name: S Bose
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/08/2016 4:30PM with Govt. Ref. No. 192016170018997031 on 16-08-2016, Amount Rs. 4,901/-, Bank State Bank of India (SBIN0000001), Ref. No. IKC1176095 on 16-08-2016, Head of Account 0030-02-103-003-02


Panchali Munshi
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 1523-2016, Page from 273965 to 274009
being No 152308899 for the year 2016.



Panchali Munshi

Digitally signed by PANCHALI MUNSHI
Date: 2016.08.24 11:51:35 +05.30
Reason: Digital Signing of Deed.

(Panchali Munshi) 24-08-2016 11:51:35
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)