

12934

12017/2013



7.10.13

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

H 162283

Certified that the document is submitted for registration. The signature sheet/sheet's the construction sheet/sheet's attached with this document is on the part of the

08 OCT 2013

DEVELOPMENT AGREEMENT

1. Date: 7<sup>th</sup> October, 2013
2. Place: Kolkata
3. Parties
- 3.1 Abhijit Sarkar, son of Late Nandadulal Sarkar, residing at Reckjoyani, Ghospara (near Hospital), Police Station & Post Office Rajarhat, District North 24 Parganas.



- 3.2 **Gauri Sarkar**, wife of Late Nandadulal Sarkar, residing at Reckjoyani, Ghosepara (near Hospital), Police Station & Post Office Rajarhat, District North 24 Parganas.
- 3.3 **Dipankar Sarkar**, son of Late Shibsankar Sarkar, residing at Reckjoyani, Ghosepara (near Hospital), Police Station & Post Office Rajarhat, District North 24 Parganas.
- 3.4 **Subhankar Sarkar**, son of Late Shibsankar Sarkar, residing at Reckjoyani, Ghosepara (near Hospital), Police Station & Post Office Rajarhat, District North 24 Parganas.
- 3.5 **Archana Sarkar**, wife of Late Shib Sankar Sarkar, residing at Reckjoyani, Ghosepara (near Hospital), Police Station & Post Office Rajarhat, District North 24 Parganas.  
(collectively Owners, includes successors in-interest and/or assigns)

And

- 3.9 **Abhilashini Realcon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at T-68, Tegharia Main Road, Police Station Baguiati, Kolkata-700157 [PAN AALCA7288C] (Developer, includes successor-in-interest and assigns).

Owners and Developer individually Party and collectively Parties.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. **Subject Matter of Agreement**

- 4.1 **Development of Said Property:** Understanding between the Owners and the Developer with regard to development (in the manner specified in this Agreement) of demarcated *bastu* land measuring 44.89 (forty four point eight nine) decimal, equivalent to 27 (twenty seven) *cottah* 02 (two) *chittak* 24 (twenty four) square feet, more or less, out of 51 (fifty one) decimal, comprised in R.S./L.R. *Dag* No. 1331, recorded in L.R. *Khatian* Nos. 2085, 2086, 2087, 2088, *Mouza* Reckjoani, J.L. No. 13, Police Station Rajarhat, Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)] within Rajarhat-Bishnupur 1 No. Gram *Panchayat* (RBGP-1), District North 24 Parganas, all morefully and collectively described in the 1<sup>st</sup> Schedule below (Said Property) and delineated on the Plan attached hereto and bordered in colour Green thereon, by construction of a ready-to-use residential-commercial buildings on the Said Property (Project).



construction of the Project and for doing all things needful for development of the Said Property by construction of new residential building/s (4) construction of the Project and Building/s (5) booking, Agreement and sale of the Developer's Allocation (defined in Clause 12.1 below).

- 10.2 **Amalgamation and Extension of Project:** Notwithstanding grant of the aforesaid Power of Attorney, the Owners hereby undertake that the Owners shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to amalgamate the Said Property with the adjoining plots for extension of the Project and use of Common Portions.
- 10.3 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that the Owners shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement.

## 11. Owners' Allocation

- 11.1 **Owners' Allocation:** The Owners shall be entitled to (1) 35% (thirty five percent) of the sanctioned FAR (as per the Building Plans) against the Said Property in the New Buildings. The Parties have agreed that the Developer shall allot respective allocations to the Owners of the New Buildings (the details of such demarcation shall be recorded in a separate instrument) and in the event full allotment is not made out then the balance area of allotment shall be adjusted against monetary consideration (2) undivided 35% (thirty five percent) share, against the sanctioned FAR of the Said Property as per the sanctioned Building Plans, in the roof of the New Buildings including the area for access to Common Portions and (3) an interest free deposit of Rs. 20,50,000/- (Rupees twenty lac fifty thousand) only [Deposit] which shall be either adjusted against their allocation in the Said Property or refunded back to the Developer (collectively Owners' Allocation). It is clarified that the Owners' Allocation shall include undivided, impartible and indivisible 35% (thirty five percent) against the Said Property in (1) the Common Portions of the New Buildings and (2) the land contained in the Said Property. It is further clarified that the Possession Letter/s shall be issued by the Developer to the Owners at the time of handing over possession of the Owners' Allocation. The Owners' Allocation shall be heritable and freely transferable.

## 12. Developer's Allocation

- 12.1 **Developer's Allocation:** The Developer shall be fully and completely entitled to (1) remaining 65% (sixty five percent) of the sanctioned FAR (as per the Building Plans) against the Said Property in the New Buildings and (2) undivided 65% (sixty five percent) share, against the sanctioned FAR of the Said Property as per the sanctioned Building Plans, in the roof of the New Buildings including the area for access to Common Portions (collectively Developer's Allocation). It is clarified that the Developer's Allocation shall include undivided, impartible and indivisible undivided 65% (sixty five



percent) of the sanctioned FAR (as per the Building Plans) against the Said Property in (1) the Common Portions of the New Buildings and (2) the land contained in the Said Property.

### **13. Dealing with Respective Allocations**

**13.1 Demarcation of Respective Allocations:** The Parties have mutually agreed that on sanction of the Building Plans, the Parties shall formally demarcate their respective allocations based on the Building Plans and the details of such demarcation shall be recorded in a separate instrument.

**13.2 Owners' Allocation:** The Owners shall be entitled to the Owners' Allocation with right to transfer or otherwise deal with the same in any manner the Owners deem appropriate and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Owners' Allocation. It is clearly understood that the dealing of the Owners with regard to the Owners' Allocation shall not in any manner fasten or create any financial liabilities upon the Developer. However, any transfer of any part of the Owners' Allocation shall be subject to the other provisions of this Agreement.

**13.3 Developer's Allocation:** The Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Developer's Allocation. It is clearly understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owners. However, any transfer of any part of the Developer's Allocation shall be subject to the other provisions of this Agreement.

**13.4 Transfer of Developer's Allocation:** In consideration of the Developer constructing and handing over the Owners' Allocation to the Owners and meeting other obligations towards the Owners, the Owners shall execute deeds of conveyances of the undivided share in the land contained in the Said Property and the Building Plans as be attributable to the Developer's Allocation, in such part or parts as shall be required by the Developer. Such execution of conveyances shall be through the Developer exercising the powers and authorities mentioned in Clause 10.1 above.

**13.5 No Objection to Allocation:** The Parties confirm that neither Party has any objection with regard to their respective allocations.

**13.6 Cost of Transfer:** The costs of the aforesaid conveyances of the Developer's Allocation including stamp duty and registration fees and all other legal expenses shall be borne and paid by the Developer or the Transferees.



defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

- 32.5 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.
- 32.6 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 32.7 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words proceeding those terms.
- 32.8 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

**1<sup>st</sup> Schedule  
(Said Property)**

Undivided *bastu* land measuring 44.89 (forty four point eight nine) decimal, equivalent to 27 (twenty seven) *cottah* 02 (two) *chittak* 24 (twenty four) square feet, more or less, out of 51 (fifty one) decimal, comprised in R.S./L.R. *Dag* No. 1331, recorded in L.R. *Khatian* Nos. 2085, 2086, 2087, 2088, *Mouza* Reckjoani, J.L. No. 13, Police Station Rajarhat, Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)] within Rajarhat-Bishnupur 1 No. Gram *Panchayat* (RBGP-1), District North 24 Parganas and delineated on Plan attached hereto and bordered in colour Green thereon and butted and bounded as follows :

- On The North : By RS/LR *Dag* Nos. 1332, 1331(P) and Common Passage.
- On The East : By RS/LR *Dag* No. 1341.
- On The South : By *Panchayat* Road
- On The West : By RS/LR *Dag* Nos. 1329, 1330, 1325.



## 31. Execution and Delivery

31.1 In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.

Abhijit Sarkar  
Abhijit Sarkar

Gauri Sarkar  
Gauri Sarkar

Dipankar Sarkar  
Dipankar Sarkar

Subhankar Sarkar  
Subhankar Sarkar

Archana Sarkar  
Archana Sarkar

[Owner]

ABHILASHINI REALCON PVT. LTD.

Shib Sankar Saha  
Shib Sankar Saha  
Director

Drafted by

Sulagna De  
Advocate

High Court, Calcutta  
Witnesses:

(Abhilashini Realcon Private Limited)  
[Developer]

Signature [Signature]

Name Mintu Paul

Father's Name Mr. Subhash Paul

Address Toghoria Main Rd, kol-157

Signature Shibsankar Saha

Name SHIB SANKAR SAHA

Father's Name Sarajit Saha

Address T-68, Toghoria Main Road, Kolkata - 700157





**Government Of West Bengal**  
**Office Of the A.D.S.R. RAJARHAT**  
**District:-North 24-Parganas**

**Endorsement For Deed Number : I - 12017 of 2013**  
**(Serial No. 12934 of 2013 and Query No. 1523L000021652 of 2013)**

**On 07/10/2013**

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

Presented for registration at 17.40 hrs on :07/10/2013, at the Private residence by Sk. Nasir , one of the Executants.

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


Execution is admitted on 07/10/2013 by

1. Abhijit Sarkar, son of Late Nandadulal Sarkar , Reckjoyani, Ghoshpara ( Near Hospital), Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
2. Gauri Sarkar, wife of Late Nandadulal Sarkar , Reckjoyani, Ghoshpara ( Near Hospital), Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : House wife
3. Dipankar Sarkar, son of Late Shibsankar Sarkar , Reckjoyani, Ghoshpara ( Near Hospital), Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
4. Subhankar Sarkar, son of Late Shibsankar Sarkar , Reckjoyani, Ghoshpara ( Near Hospital), Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
5. Archana Sarkar, wife of Late Shib Sankar Sarkar , Reckjoyani, Ghoshpara ( Near Hospital), Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : House wife
6. Sk. Nasir  
Director, Abhilashini Realcon Pvt Ltd, T - 68, Tegharia Main Road, Kolkata, Thana:-Baguiati, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157.  
, By Profession : Business
7. Shishir Gupta  
Director, Abhilashini Realcon Pvt Ltd, T - 68, Tegharia Main Road, Kolkata, Thana:-Baguiati, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157.  
, By Profession : Business  
Identified By Mintu Paul, son of Subhas Ch Paul, Tegharia Main Road, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157, By Caste: Hindu, By Profession: Others.

( Debasish Dhar )  
Additional District Sub-Registrar

**On 08/10/2013**

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

  
Additional District Sub-Registrar  
Rajarhat New Town, North 24-Parganas  
6 OCT 2013  
( Debasish Dhar )  
Additional District Sub-Registrar

08/10/2013 14:16:00

EndorsementPage 1 of 2



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 17  
Page from 11570 to 11601  
being No 12017 for the year 2013.



*(Signature)*

(Debasish Dhar) 08-October-2013  
Additional District Sub-Registrar  
Office of the A.D.S.R. RAJARHAT  
West Bengal