

13303

12277/2014




30/11/14 पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL
1-8-2

R 809001

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.

DEVELOPMENT AGREEMENT

1. Date: 31st October, 2014
2. Place: Kolkata
3. Parties
 - 3.1 Bijoy Kumar Saha, son of Late Nimai Chandra Saha, by faith - Hindu, by occupation - Service, by nationality - Indian, residing at Bashirhat, Saha Para, Police Station Bashirhat, District North 24 Parganas.
 - 3.2 Asha Saha, wife of Bijoy Kumar Saha, by faith - Hindu, by occupation - Housewife, by nationality - Indian, residing at Bashirhat, Saha Para, Police Station Bashirhat, District North 24 Parganas.
(collectively Owners, includes successors- in-interest and/or assigns)


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

10 NOV 2014

Bijoy Kn. Saha

Asha Saha

ABHILASHINI REALCON PVT. LTD.


Sh. N. Saha
Director

And

- 3.3 **Abhilashini Realcon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at T-68, Teghoria Main Road, Police Station Baguiati, Kolkata-700157 [PAN AALCA7288C] (1) **Sk. Nasir**, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) **Sujit Kumar Dutta**, son of Subimal Dutta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157.

(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 *bagan* land measuring 01 (one) cottah 04 (four) chittack comprised in C.S. Dag No. 1257/1694, R.S/L.R. Dag No. 1330, recorded in L. R. Khatian No. 5705, 5706, Mouza Reckjoani, J. L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No.1 *Gram Panchayat*, Additional District Sub-Registry Office Rajarhat, District North 24 Parganas, all morefully and collectively described in the 1st Schedule below (Said Property), by construction of a ready-to-use residential buildings on the Said Property (Project).

- 4.2 **Allocation and Demarcation of Respective Entitlements:** Allocation and demarcation of the respective entitlements of the Owners and the Developer in the project to be constructed on the Said Property.

5. Representations, Warranties and Background

- 5.1 **Owners' Representations:** The Owners have represented and warranted to the Developer as follows:

- 5.1.1 **Ownership of Bijoy Kumar Saha and Asha Saha:** by a registered Deed of Conveyance, dated 21th April 2003, registered in the office of A.D.S.R. Bidhan Nagar (Salt Lake City) in Book No-I, Volume No. 231, Pages 22 to 31, Being No. 4075 for the year 2003 Bijoy Kumar Saha and Asha Saha jointly purchased land measuring 01 (one) cottah 04 (four) chittack comprised in C.S. Dag No. 1257 / 1694, R.S/L.R. Dag No. 1330, recorded in *Khatian* No. 3251

Bijoy K. Saha
Asha Saha

ABHILASHINI REALCON PVT. LTD
Sujit K. Dutta
Director

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:** It has been mutually agreed between the Parties that the Owners shall be entitled to (1) 1 (One) no. of flat in the first floor, having covered area 650 (six hundred fifty) square feet area (including entire or proportionate share of thickness of the wall of the concerned flat and proportionate share of the staircase and lobby area of the said floor) as per building plan, out of the total proposed construction area in the Project on the said property and (2) an non-refundable deposit amount of Rs. 4,50,000/- (Rupees four lac fifty thousand) only, [Deposit] and the Deposit shall be paid to the Owner in two phases i.e. (i) a sum of Rs. 2,25,000/- (Rupees two lac twenty five thousand) only at the time of execution of this Agreement, receipt of which the Owner hereby admits and acknowledges and (ii) the balance sum of Rs. 2,25,000/- (Rupees two lac twenty five thousand) only after obtaining the sanction of the Building Plan. (collectively Owners' Allocation). It is clarified that the Owners' Allocation shall include undivided, impartible and indivisible share against the Said Property in (1) the Common Portions of the New Building 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 Owner 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) the entirety of the remaining area of the proposed construction area in the Project on the Said Property, excluding Owner's Allocation, comprising of (a) residential units in the Project, (b) open and covered car parking spaces in the Project and (2) undivided proportionate share, in the roof of the new buildings in the Project, 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 proportionate share in (1) the Common Portions of the Project 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.

Bijoy Kr. Saha

Asha Saha

AEHILASHINI REALCON PVT. LTD.

Sh. N. Saha

Sujit B. Saha

Director

- 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.
14. **Panchayat Taxes and Outgoings**
- 14.1 **Relating to Period Prior to Date of Sanction of Building Plans:** All *Panchayat* rates, taxes, penalty, interest and outgoings (collectively *Rates*) on the Said Property relating to the period prior to the date of sanction of the Building Plans shall be the liability of the Owners and the same shall be borne, paid and discharged by the Owners as and when called upon by the Developer, without raising any objection thereto.

Bijoy Mr. Saha
Asha Saha

ABHILASHINI REALCON PVT LTD
S. N. Saha
Sujit K. Saha, Director

- 32.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is 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.

**1st Schedule
(Said Property)**

Bagan land measuring 01 (one) *cottah* 04 (four) *chittack* comprised in C.S. Dag No. 1257/1694, R.S./L.R. Dag No. 1330, recorded in L. R. *Khatian* Nos. 5705, 5706, Mouza Reckjoani, J. L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No.1 *Gram Panchayat*, Additional District Sub-Registry Office Rajarhat, District North 24 Parganas, and butted and bounded as follows:

On the North	: By R.S./L.R. Dag No. 1330(P)
On the East	: By R.S./L.R. Dag No. 1330(P)
On the South	: By R.S./L.R. Dag No. 1259.
On the West	: By R.S./L.R. Dag No. 1330 (P)

Together with all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Owners in the Said Property and appurtenances and inheritances for access and user thereof.

ABHILASHINI REALCON PVT. LTD.

Bijay Kr. Saha

Sujit K. Saha

Director

Ashna Saha



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

Endorsement For Deed Number : I - 12277 of 2014
(Serial No. 13303 of 2014 and Query No. 1523L000023231 of 2014)

On 03/11/2014

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

Presented for registration at 16.12 hrs on :03/11/2014, 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 03/11/2014 by

1. Bijoy Kumar Saha, son of Late Nimai Chandra Saha , Bashirhat, Saha Para, Thana:-Basirhat, District:-North 24-Parganas, WEST BENGAL, India, By Caste Hindu, By Profession : Service
2. Asha Saha, wife of Bijoy Kumar Saha , Bashirhat, Saha Para, Thana:-Basirhat, District:-North 24-Parganas, WEST BENGAL, India, By Caste Hindu, By Profession : House wife
3. Sk. Nasir
Director, Abhilashini Realcon Pvt Ltd, T - 68, Teghoria Main Road, Kolkata, Thana:-Baguiati, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157.
, By Profession : Business
4. Sujit Kumar Dutta
Director, Abhilashini Realcon Pvt Ltd, T - 68, Teghoria Main Road, Kolkata, Thana:-Baguiati, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157.
, By Profession : Business

Identified By Mintu Paul, son of Subhash Ch Paul, T - 68, Teghoria Main Road, Kolkata, Thana:-Baguiati, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157, By Caste: Hindu, By Profession: Service.

(Debasish Dhar)
Additional District Sub-Registrar

On 07/11/2014

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-4,13,282/-

Certified that the required stamp duty of this document is Rs.- 5021 /- and the Stamp duty paid as: Impresive Rs.- 100/-

(Debasish Dhar)
Additional District Sub-Registrar

On 10/11/2014

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 : 4, 5(f), 53 of Indian Stamp Act 1899.

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Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs.
(Debasish Dhar)

Additional District Sub-Registrar



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

Endorsement For Deed Number : I - 12277 of 2014
(Serial No. 13303 of 2014 and Query No. 1523L000023231 of 2014)

Payment of Fees:

Amount By Cash

Rs. 2485.00/-, on 10/11/2014


(Under Article : B = 2464/- ,E = 21/- on 10/11/2014)

Deficit stamp duty

Deficit stamp duty Rs. 5000/- is paid , by the draft number 523478, Draft Date 05/11/2014, Bank : State Bank of India, CHINAR PARK, RAJARHAT, received on 10/11/2014

(Debasish Dhar)
Additional District Sub-Registrar

10 NOV 2014



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

(Debasish Dhar)
Additional District Sub-Registrar

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 20
Page from 2262 to 2290
being No 12277 for the year 2014.




(Debasish Dhar) 11-November-2014
Additional District Sub-Registrar
Office of the A.D.S.R. RAJARHAT
West Bengal