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

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

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DEVELOPMENT AGREEMENT

1. Date: 3<sup>rd</sup> November, 2014
2. Place: Kolkata
3. Parties
  - 3.1 Manas Kanti Chakraborty, son of Mukundu Bikash Chakraborty, by faith – Hindu, by occupation – Service, by nationality – Indian, residing at Reckjoani, Ghosh Para, Police Station - Rajarhat, District North 24 Parganas.  
(Owner, includes successors- in-interest and/or assigns).

Manas Kanti Chakraborty

APRILASHINI REAL ESTATE PVT. LTD.  
Signed by Smta. SK Nalin  
Director



নম্বর : 5536  
সন ও তারিখ : 24/09/14  
ক্রেতার নাম : Sh. Nabin  
ঠিকানা : F-68, T.M. Road, Colt 157  
মূল্য : 150000  
ডেডার : [Signature]

ক্রেতার : উত্তর 28 পরগণা  
খরিদ তার : 10 SEP 2014  
মোট ট্রান্সপ খরিদ : Rs 150000  
ট্রেজারী বাতানাত  
ডেডার : শ্রী সন্তাট রোপ

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- মানসম্মত নিউজ পত্রিকা



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Mintu Paul  
S/o Subhash Ch Paul  
F-68 Teghu Oluir Rd  
Colt-157

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).

Owner and Developer individually **Party** and collectively **Parties**.

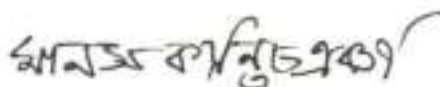
**NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:**

#### 4. Subject Matter of Agreement

- 4.1 **Development of Said Property:** Understanding between the Owner and the Developer with regard to development (in the manner specified in this Agreement) of *bagan* land measuring 01 (one) *cottah* 10 (ten) *chittack* 12 (twelve) square feet comprised in C.S. *Dag* No. 1257/1694, R.S/L.R. *Dag* No. 1330, recorded in L. R. Khatian No. 5707, 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 1<sup>st</sup> **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 Owner and the Developer in the project to be constructed on the Said Property.

#### 5. Representations, Warranties and Background

- 5.1 **Owner' Representations:** The Owner has represented and warranted to the Developer as follows:
- 5.1.1 **Ownership of Manas Kanti Chakraborty:** by a registered Deed of Conveyance, execution on 23<sup>rd</sup> July 1999 and registered on 24<sup>th</sup> January 2000, registered in the office of A.D.S.R. Bidhan Nagar (Salt Lake City) in Book No-I, Volume No. 9, Pages 37 to 44, Being No. 312 for the year 2000 Manas Kanti Chakraborty purchased land measuring 02 (two) *cottah* 14 (fourteen) *chittack* 12 (twelve) square feet comprised in C.S. *Dag* No. 1257/1694, R.S/L.R. *Dag* No. 1330,



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Sk. Nasir

Sujit Kumar Dutta

Director



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recorded in *Khatian* No. 3251 Mouza Reckjoani, J. L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No.1 *Gram Panchayat*, Additional District Sub-Registry Office Bidhan Nagar (Salt Lake City), District North 24 Parganas from Manas Kanti Chakraborty (**Manas Kanti's Property**).

- 5.1.2 **Sale by Manas Kanti Chakraborty:** by a registered Deed of Conveyance, dated 21<sup>th</sup> 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 Manas Kanti Chakraborty has been sold 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 corresponding to *Hal Khatian* No. 2026, Mouza Reckjoani, J. L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No.1 *Gram Panchayat*, Additional District Sub-Registry Office Bidhan Nagar (Salt Lake City), District North 24 Parganas Bijoy Kumar Saha and Asha Saha out of Manas kanti's Property.
- 5.1.3 **Record of Right:** Manas Kanti Chakraborty mutated his name in respect of Balance portion of Manas Kanti's Property in the records of Land Reforms Settlement vide L. R. *Khatian* No. 5707.
- 5.1.4 **Absolute Ownership of Owner:** In the mentioned circumstances, the Owner has become the undisputed and sole Owner of Said Property.
- 5.1.5 **Owner has Marketable Title:** The right, title and interest of the Owner in the Said Property are free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and *lispendens*.
- 5.1.6 **Owner to Ensure Continuing Marketability:** The Owner shall ensure that title of the Owner to the Said Property continues to remain marketable and free from all encumbrances till the completion of the development of the Said Property.
- 5.1.7 **No Requisition or Acquisition:** The Said Property is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise.
- 5.1.8 **Owner has Authority:** The Owner has full right, power and authority to enter into this Agreement.
- 5.1.9 **No Prejudicial Act:** The Owner has neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.

Manas Kanti Chakraborty

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- 5.1.10 **Possession with the Owner:** The Owner are in vacant, peaceful and physical possession of the Said Property and other than the Owner no other person has any right or claim of possession to the Said Property or in any part thereof either as tenant, lessee, licensee or otherwise whatsoever. The Owner also confirms and assures that the Owner are in the position to deliver *khas*, vacant, peaceful and physical possession of the entirety of the Said Property to the Developer.
- 5.1.11 **No Statutory Attachments:** The Said Property or any part or portion thereof is not affected by any attachment including the attachment under any Certificate Case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demand Recovery Act or any other Acts or Case or otherwise whatsoever or howsoever and there is no Certificate Case or proceeding against the Owner or any of them for realization of taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force and the Said Property or any part or portion thereof is not affected by any notice or scheme or alignment of the Kolkata Metropolitan Development Authority or the Metro Railways or the Government or any other Public or Statutory Body or Authority.
- 5.1.12 **No Previous Agreement:** The Owner has ascertained that the Said Property is not the subject matter of any previous agreement, whether oral or in writing.
- 5.1.13 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.1.14 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Owner from developing, selling, transferring and/or alienating the Said Property or any part thereof.
- 5.2 **Developer's Representations:** The Developer has represented and warranted to the Owner as follows:
- 5.2.1 **Infrastructure and Expertise of Developer:** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
- 5.2.2 **Financial Arrangement:** The Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property, *inter alia* by way of construction of the New Buildings on the Said Property.
- 5.2.3 **No Abandonment:** The Developer shall not abandon, delay or neglect the project of development of the Said Property and shall accord the highest

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 Director



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priority, financial as well as infrastructural, to the development of the Said Property.

- 5.2.4 **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- 5.3 **Decision to Develop:** The Owner decided to develop the Said Property. Pursuant thereto, preliminary discussions were held with the Developer for taking up the development of the Said Property by constructing the Project
- 5.4 **Finalization of Terms Based on Reliance on Representations:** Pursuant to the above and relying on the representations made by the Parties to each other as stated above, final terms and conditions [superseding all previous correspondence and agreements (oral or written) between the Parties] for the Project are being recorded by this Agreement.

## 6. Basic Understanding

- 6.1 **Development of Said Property by Construction of Project:** The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by construction of the new buildings thereon on co-venture basis, with (1) specified inputs and responsibility sharing by the Parties and (2) exchange with each other of their specified inputs.
- 6.2 **Nature and Use of Project:** The Project shall be constructed in accordance with architectural plan (**Building Plans**) to be prepared by the Architect/s appointed by the Developer from time to time (**Architect**) and sanctioned by the Rajarhat Bishnupur 1 No. Gram Panchayat and other statutory authorities concerned with sanction (collectively **Planning Authorities**), as a ready-to-use residential buildings with specified areas, amenities and facilities to be enjoyed in common. The Developer shall be entitled to revalidate/modify/alter the Building Plans by the Architect/s appointed by the Developer from time to time (**Architect**).

## 7. Appointment and Commencement

- 7.1 **Appointment:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations, the Owner hereby appoint the Developer as the developer of the Said Property with right to execute the Project and the Developer hereby accepts the said appointment by the Owner.
- 7.2 **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned

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 Sh. Nalin  
 Director



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above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

## 8. Sanction and Construction

- 8.1 **Sanction of Building Plans:** The Developer (as the agent of the Owner but at its own costs and responsibility) shall, at the earliest, obtain from the Planning Authorities, sanction of the Building Plans. In this regard it is clarified that (1) full potential of FAR of the Said Property shall be utilized for construction of the Project (2) the Developer shall be responsible for obtaining all sanctions, permissions, clearances and approvals needed for the Project (including final sanction of the Building Plans and Occupancy Certificate) and (3) all costs and fees for sanctions, permissions, clearances and approvals shall be borne and paid by the Developer.
- 8.2 **Architect and Consultants:** The Owner confirm that the Owner has authorized the Developer to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owner shall have no liability or responsibility.
- 8.3 **Construction of Project:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owner construct, erect and complete the Project on the Said Property comprising of new residential buildings and Common Portions (defined in Clause 8.5 below), in accordance with the sanctioned Building Plans.
- 8.4 **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that subject to Circumstances Of Force Majeure (defined in Clause 24.1 below), the Developer shall complete the entire process of development of the Said Property and construct, erect and complete the Project within a period of 30 (thirty) months from the date of sanctioned of the Building Plans or from the date of obtaining Conversion Certificate of said property or from the date of handing over *khas*, vacant, peaceful and physical possession of the entirety of the Said Property by the Owner to the Developer, whichever is later (**Completion Time**).
- 8.5 **Common Portions:** The Developer shall at its own costs install and erect in the New Building common areas, amenities and facilities such as stairways, lifts, passages, common lavatory, electric meter room, pump room, reservoir, overhead water tank, water pump and motor, water connection, drainage connection, sewerage connection as per the sanctioned Building Plans and other facilities required for establishment, enjoyment and management of the Project (collectively **Common Portions**). For permanent electric connection to the flats and other spaces in the new buildings in the Project (**Flats**), the intending purchasers (collectively **Transferees**) shall pay the deposits

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demanded by WBSEDCL and other agencies and the Owner shall also pay the same for the Flats in the Owner' Allocation (defined in Clause 11.1 below). It is clarified that the expression Transferees includes the Owner and the Developer, to the extent of unsold or retained Flats in the Project.

- 8.6 **Building Materials:** The Developer shall be authorized in the name of the Owner to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owner and required for the construction of the New Buildings but under no circumstances the Owner shall be responsible for the price/value, storage and quality of the building materials.
- 8.7 **Temporary Connections:** The Developer shall be authorized in the name of the Owner or Developer to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage charges.
- 8.8 **Nomination and Assignment:** Notwithstanding anything herein contained, the Developer shall be entitled to assign or transfer the benefits and obligations under this Agreement in favour of such persons/companies as it deem fit and proper, for which the Owner shall has no objection.
- 8.9 **Modification:** The Developer shall be entitled to amend or modify the Building Plans, as when required, within the permissible limits and norms of the Planning Authorities.
- 8.10 **Co-operation by Owner:** The Owner shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Owner shall provide all co-operations that may be necessary for successful completion of the Project.
9. **Possession**
- 9.1 **Vacating by Owner:** Simultaneously herewith, the Owner has handed over *khas*, vacant, peaceful and physical possession of the entirety of the Said Property to the Developer, for the purpose of execution of the Project.
10. **Powers and Authorities**
- 10.1 **Power of Attorney:** The Owner shall grant to the Developer and/or its assigns, nominees, legal representatives a Power of Attorney empowering them to (1) mortgage the part or portion of Said Property for the purpose of obtaining housing loan for intending buyer, (2) sanction/revalidate /modify/alter the Building Plans by the Planning Authorities, (3) obtain all necessary permissions from different authorities in connection with construction of the Project and

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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 Owner hereby undertake that the Owner 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 Owner hereby undertakes that the Owner shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement.

## 11. Owner' 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 700 (seven hundred) 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 of Rs. 10,00,000/- (Rupees ten lac) only, [Deposit] and the Deposit shall be paid to the Owner in two phases i.e. (i) a sum of Rs. 5,00,000/- (Rupees five lac) 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. 5,00,000/- (Rupees five lac) 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

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Sujeet Singh

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Director



Additional District Sub-Registrar  
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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.
- 13.2 Owner' Allocation:** The Owner shall be entitled to the Owner' Allocation with right to transfer or otherwise deal with the same in any manner the Owner 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 Owner' Allocation. It is clearly understood that the dealing of the Owner with regard to the Owner' Allocation shall not in any manner fasten or create any financial liabilities upon the Developer. However, any transfer of any part of the Owner' 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 Owner and the Owner 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 Owner. 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 Owner' Allocation to the Owner and meeting other obligations towards the Owner, the Owner 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.

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*[Handwritten signature]*  
 Director





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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 Owner and the same shall be borne, paid and discharged by the Owner as and when called upon by the Developer, without raising any objection thereto.

14.2 **Relating to Period After Sanction of Building Plans:** As from the date of sanction of the Building Plans, the Developer shall be liable for the Rates in respect of the Said Property and from the Possession Date (defined in Clause 15.2 below), the Parties shall become liable and responsible for the Rates in the ratio of their sharing in the New Buildings.

15. **Possession and Post Completion Maintenance**

15.1 **Possession of Owner' Allocation:** Within 15 (fifteen) days from the date of the possession notice, the Owner shall be bound to take over physical possession of the Owner' Allocation and simultaneously refund/adjust the Deposit to/with the Developer.

15.2 **Possession Date and Rates:** On and from such date of the Owner taking physical possession or the aforementioned deemed possession, whichever be earlier (**Possession Date**), and the Parties shall become liable and responsible for the Rates in respect of their respective Allocations.

15.3 **Punctual Payment and Mutual Indemnity:** The Parties shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities and the Parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them, as the case may be, consequent upon a default by the other.

15.4 **Maintenance:** The Developer shall frame a scheme for the management and administration of the New Buildings. The Owner hereby agree to abide by all the rules and regulations to be so framed for the management and administration of the New Buildings.

15.5 **Maintenance Charge:** The Transferees and the Owner shall manage and maintain the Common Portions and services of the New Buildings [if necessary, by forming a body (**Association**)] and shall collect the costs and service charge

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therefor (**Maintenance Charge**). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Buildings, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipment. Advance/deposit towards Maintenance Charge shall also be collected, to ensure that funds are readily available for proper maintenance and upkeep of the New Buildings.

#### 16. Common Restrictions

- 16.1 **Applicable to Both:** The Owner's Allocation and the Developer's Allocation in the New Buildings shall be subject to the same restrictions as are applicable to multi-storied Ownership buildings, intended for common benefit of all occupiers of the New Buildings.

#### 17. Obligations of Developer

- 17.1 **Completion of Development within Completion Time:** The Developer shall complete the entire process of development of the Said Property within the Completion Time.
- 17.2 **Meaning of Completion:** The word 'completion' shall mean habitable state with water supply, sewage connection, electrical installation and all other facilities and amenities as be required to be provided to make the Flats ready-for-use and with Occupancy Certificate from *Panchayat or Authorities*.
- 17.3 **Compliance with Laws:** The execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance.
- 17.4 **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New Buildings with the help of the Architect, professional bodies, contractors, etc.
- 17.5 **Specifications:** The Developer shall construct the New Buildings as per the specifications given the 2<sup>nd</sup> Schedule below (**Specifications**).
- 17.6 **Commencement of Project:** The development of the Said Property shall commence as per the Specifications, Building Plans, Scheme, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owner having no responsibility in respect thereof in any manner whatsoever.

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5/2/2019

Sujit S. Dutt

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Sh. Nalin  
Director



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- 17.7 **Construction at Developer's Cost and Responsibility and Warranty:** The Developer shall construct the New Buildings at its own cost and responsibility and shall be responsible for construction defects for a period of 6 (six) month from the date of completion, in accordance with the Promoters Act. The Developer shall alone be responsible and liable to Government, Corporation and other authorities concerned and to the occupants/Transferees and shall alone be liable for any loss or for any claim arising from such construction (including labour liabilities and workmen's compensation) and shall indemnify the Owner against any claims, loss or damages for any default or failure or breach on the part of the Developer.
- 17.8 **Tax Liabilities:** All tax liabilities applicable in relation to the development, namely sales tax, value added tax, service tax, works contract tax and other dues shall be paid by the person liable to pay such tax in accordance with law.
- 17.9 **Permission for Construction:** It shall be the responsibility of the Developer to obtain all sanctions, permissions, clearances and approvals required from various Government authorities for sanction of the Building Plans and execution of the Project, including those from the Promoters Cell. The expenses to be incurred for obtaining all such sanctions, permissions, clearances and approvals shall be borne by the Developer.
- 17.10 **No Assignment:** The Developer hereby agrees and covenants with the Owner not to transfer and/or assign the benefits of this Agreement or any portion thereof, without the consent in writing of the Owner.
- 17.11 **No Violation of Law:** The Developer hereby agrees and covenants with the Owner not to violate or contravene any provision of law, regulation or rule applicable to construction of the New Buildings.
- 17.12 **No Obstruction in Dealing with Owner' Allocation:** The Developer hereby agrees and covenants with the Owner not to do any act deed or thing whereby the Owner are prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Owner' Allocation.
18. **Obligations of Owner**
- 18.1 **Co-operation with Developer:** The Owner undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.
- 18.2 **Act in Good Faith:** The Owner undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.

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Sujek B. Dulha

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Director





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Kumbhalgarh, North 24 Pgs

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- 18.3 **Documentation and Information:** The Owner undertake to provide the Developer with any and all documentation and information relating to the Said Property as may be required by the Developer from time to time.
- 18.4 **No Obstruction in Dealing with Developer's Functions:** The Owner covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 18.5 **No Obstruction in Construction:** The Owner covenant not to cause any interference or hindrance in the construction of the New Buildings.
- 18.6 **No Dealing with Said Property:** The Owner covenant not to let out, grant lease, mortgage and/or charge the Said Property or any portions thereof save in the manner envisaged by this Agreement.
- 18.7 **No Obstruction in Extension of Project:** The Owner covenant not to cause any interference or hindrance if the Developer purchases and/or enter into any Joint Venture Agreement with the Owner/s of any adjacent plot/s to extend the Project. Further the Owner confirm, assure, undertake and guarantee that the Owner shall has no objection of any nature whatsoever and shall also not ask for any additional consideration in the event of such extension.

## 19. Indemnity

- 19.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owner saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the New Buildings and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.
- 19.2 **By the Owner:** The Owner hereby indemnify and agree to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by Developer in the course of implementing the Project for any successful claim by any third party for any defect in title of the Said Property or any of the Representations of the Owner being incorrect.

## 20. Corporate Warranties

- 20.1 **By Developer:** The Developer warrants to the Owner that:

20.1.1 **Proper Incorporation:** it is properly incorporated under the laws of India.

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Sujit K. Datta

AHILASHINI REALCON PVT LTD

Sh Nalin

Director



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

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20.1.2 **Necessary Licenses etc.:** it has all necessary rights, licenses, permissions, powers and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, is and shall not be in breach of any obligations or duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement.

20.1.3 **Permitted by Memorandum and Articles of Association:** the Memorandum and Articles of Association permit the Developer to undertake the activities covered by this Agreement.

## 21. Limitation of Liability

21.1 **No Indirect Loss:** Notwithstanding anything to the contrary herein, neither the Developer nor the Owner shall be liable in any circumstances whatsoever to each other for any indirect or consequential loss suffered or incurred.

## 22. Miscellaneous

22.1 **Parties Acting under Legal Advice:** Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.

22.2 **Essence of Contract:** In addition to time, the Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

22.3 **Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement. Mr. Imran Karim, Advocate, High Court, Calcutta, who has drawn this Agreement, shall draw all further documents in respect to this Project.

22.4 **Valid Receipt:** The Owner shall pass valid receipts for all amounts paid under this Agreement.

22.5 **No Partnership:** The Owner and the Developer have entered into this Agreement on principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

22.6 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

22.7 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings by the Developer, various

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ABHILASHINI REAL ESTATE PVT. LTD.  
Sri Nalin  
Sujit Ch. Datta



Additional District Sub-Registrar  
Rajahmundry, Namburu, North 24 Pgs.

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deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owner. Further, various applications and other documents may be required to be made or signed by the Owner relating to which specific provisions may not have been made herein. The Owner hereby undertake to do all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer **provided that** all such acts, deeds, matters and things do not in any way infringe on the rights of the Owner in terms of this Agreement.

- 22.8 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 22.9 **Taxation:** The Owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owner indemnify against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax, Service Tax or any other taxes in respect of the Owner' Allocation and the Owner shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 22.10 **Name of New Buildings/Project:** The name of the New Buildings/Project shall be decided by the Developer.
- 22.11 **No Demise or Assignment:** Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the Said Property or any part thereof to the Developer by the Owner or as creating any right, title or interest therein in favour of the Developer except to develop the Said Property in terms of this Agreement.

### 23. Defaults

- 23.1 **No Cancellation:** In the event of any default on the part of one Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement and also for damages. However, if there is any delay in completion of the Project, except due to Force Majeure (explained in Clause 24 below), the same shall be justified by the delaying Party to the suffering Party to their total satisfaction or otherwise a penalty shall be imposed, which shall be decided by arbitration.

### 24. Force Majeure

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ABHILASHINI REALCON PVT LTD  
 Sh. N. S. N. S.  
 Director





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

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- 24.1 **Circumstances Of Force Majeure:** The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, workers and employees, (10) delay on account of receiving statutory permissions, (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations and (14) abnormal rise in cost of construction inputs and scarcity/short supply thereof (collectively **Circumstances Of Force Majeure**).
- 24.2 **No Default:** The Parties shall not be deemed to have defaulted in the performance of their contractual obligations whilst the performance thereof is prevented by Circumstances of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances of Force Majeure.
25. **Entire Agreement**
- 25.1 **Supersession:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions /correspondence and agreements between the Parties, oral or implied or written.
26. **Counterparts**
- 26.1 **All Originals:** This Agreement is being executed simultaneously in duplicate and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties. One copy shall be retained by the Developer and another by the Owner.
27. **Severance**
- 27.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not

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 Sh. N. G. S.  
 Director



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Rajarnal, New Town, North 24-Pgs.

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invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

## 28. Amendment/Modification

- 28.1 **Express Documentation:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

## 29. Notice

- 29.1 **Mode of Service:** Notices under this Agreement shall be served by messenger or registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the 4<sup>th</sup> day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties. The Owner shall address all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written communications to each of the Owner.

30. **Disputes:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes) shall be referred to the Arbitral Tribunal, under the Arbitration and Conciliation Act, 1996, consist of such person as be decided/nominated by Imran Karim, Advocate of 3<sup>rd</sup> floor, 11, Old Post Office Road, Kolkata-700001. The place of arbitration shall be Kolkata only and the language of the arbitration shall be English. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

## 31. Jurisdiction

- 31.1 **High Court and District Court:** In connection with the aforesaid arbitration proceeding, only the High Court at Calcutta and the District Judge, North 24 Parganas shall have jurisdiction to entertain and try all actions and proceedings.

## 32. Rules of Interpretation

- 32.1 **Presumptions Rebutted:** It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted

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Seyid M. Sultan SH Nalin  
Director



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and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Property.

- 32.2 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.
- 32.3 **Party:** In this Agreement, a reference to a Party includes that Party's successors and permitted assigns.
- 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.

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

Bagan land measuring 01 (one) *cottah* 10 (ten) *chittack* 12 (twelve) square feet comprised in C.S. *Dag* No. 1257/1694, R.S/L.R. *Dag* No. 1330, recorded in L. R. Khatian No. 5707, 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:



স্বাক্ষরিত/স্বাক্ষরিত/স্বাক্ষরিত

ABHILASHINI PVT. LTD.  
Sujit Ch. Saha Sh. Nandi



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

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- On the North** : By 8 feet wide common passage.  
**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 Owner in the Said Property and appurtenances and inheritances for access and user thereof.

**2<sup>nd</sup> Schedule  
(Specifications)**

<b>Brick Work</b>	External Walls: 8 inch thick brickwork with cement mortar in proportion (1:6) by using 1 <sup>st</sup> class bricks. Partition Walls: 4 inch thick with cement mortar in proportion (1:4) by using 1 <sup>st</sup> class bricks, providing wire mesh as required for 3 inch wall.
<b>Plaster</b>	Wall Plaster- outside surface 18mm thick (1:6 cement mortar), inside surface 12mm thick (1:6 cement mortar) Ceiling Plaster - 6 mm thick (1:4 cement mortar) Proper chipping will be made before wall and ceiling plastering.
<b>Floor Of Rooms And Toilets</b>	As per specification of the Developer flooring in all the rooms, kitchen, toilets, verandah etc. will be provided.
<b>Toilet Walls</b>	Upto 6'-0" finished (may vary as per specification of Developer) with white/light coloured ceramic tiles.
<b>Doors</b>	Door frames will be made of good quality wood. Hot pressed flush door will be provided. Hatch bolt/Aldrop/Mortise lock in the door for each room and night latch for the main door of the flat will be provided.

21/11/2019

ASHLASHINI REALCON PVT LTD  
SK Nafis

By: S. Datta



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

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<b>Windows</b>	Fully Aluminium windows with glass fittings and standard handle.
<b>Sanitary Fittings In Toilets</b>	The following will be provided: a) Tap arrangements. b) White/light coloured wash basin made of porcelain (in one Toilet). c) White/light coloured European type water closet made of porcelain. d) Water pipe line. e) Hot and cold water line (in one Toilet). f) Provision for installation of geysers (in one Toilet).
<b>Kitchen</b>	Kitchen will be provided with top cooking platform with one stainless steel sink and drain board and ceramic tiles upto a height of 2'-6" feet above the cooking platform.
<b>Electrical Points And Fittings</b>	Concealed P.V.C. conduits, with good quality copper wire will be provided. Number of points will be decided later. Calling bell point at the main door of the flat will be provided.
<b>Painting And Finishing</b>	Outside face of external walls will be finished with good quality cement paint. Internal face of the walls will be finished with good quality Putty/ Plaster of Paris.

सुप्रसन्न ०९/०५/२०१७

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Sujit S. Datta SN Nair



Additional District Registrar  
Hajamal, New Town, North 24 Pgs.

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**31. Execution and Delivery**

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

মানস কান্তি চক্রবর্তী

(Manas Kanti Chakraborty)  
[Owner]

ABHILASHINI REALCON PVT. LTD.

S. N. Saha

Director

Sujit Ch, Saha

(Abhilashini Realcon Private Limited)  
[Developer]

Witnesses:

Signature মানস কান্তি চক্রবর্তী

Name মানস কান্তি চক্রবর্তী

Father's Name সুভবিম্বল কান্তি চক্রবর্তী

Address রাজারহাট (কলকাতা)  
কলকাতা - ৭০৫

Signature Dipankar Saha

Name DIPANKAR SARKAR

Father's Name LT. SIBA SANKAR SARKAR

Address VILL: RECK JAMIE  
PO: RAJARHAT KOL-155

Sulagna De  
**SULAGNA DE**  
Advocate  
High Court, Calcutta




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

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### Receipt and Memo of Consideration

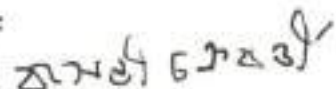
Received from the within named Developer the within mentioned sum of Rs 5,00,000/- (Rupees five lac) only towards part payment of the deposit for development of the Said Property described in the 1<sup>st</sup> Schedule above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
by Chq 125951	03/11/2014	Axis Bank Ltd	5,00,000/-
		<b>Total</b>	<b>5,00,000/-</b>



(Manas Kanti Chakraborty)  
[Owner]


#### Witnesses:

Signature   
Signature \_\_\_\_\_

Name Manas Kanti Chakraborty  
Name \_\_\_\_\_

Father's Name Shri. Binay Kumar Chakraborty  
Father's Name \_\_\_\_\_

Address Manas Kanti Chakraborty (Owner)  
Barabani - 203

Signature   
Signature \_\_\_\_\_

Name DIPANKAR SARKAR  
Name \_\_\_\_\_

Father's Name LT. SIBA SANKAR SARKAR  
Father's Name \_\_\_\_\_

Address VILL: REKIBANIE  
PO: RAJARHAT KOL-135



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

03 NOV 2014



## SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or Presentants					
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little



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

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

Endorsement For Deed Number : I - 12278 of 2014  
(Serial No. 13299 of 2014 and Query No. 1523L000023229 of 2014)

**On 03/11/2014**

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

Presented for registration at 16.55 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. Manas Kanti Chakraborty, son of Mukundu Bikash Chakraborty , Reckjoani, Ghosh Para, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, By Caste Hindu, By Profession : Service
2. 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
3. Sujit Kumar Dutta  
Partner, 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, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157, By Caste: Hindu, By Profession: Others.

( 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.-5,42,777/-

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.

**Payment of Fees:**

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

1 0 NOV 2014







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

Endorsement For Deed Number : I - 12278 of 2014  
(Serial No. 13299 of 2014 and Query No. 1523L000023229 of 2014)

Amount By Cash

Rs. 5510.00/-, on 10/11/2014

( Under Article : B = 5489/- , E = 21/- on 10/11/2014 )

**Deficit stamp duty**

Deficit stamp duty Rs. 5000/- is paid , by the draft number 523477, Draft Date 05/11/2014, Bank : State Bank of India, CHINAR PARK, RAJARHAT, received on 10/11/2014

( Debasish Dhar )  
Additional District Sub-Registrar

1 0 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 2291 to 2317  
being No 12278 for the year 2014.



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