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


Additional District Sub-Registrar
Bishnupur New Town, North 24 Parganas.

28 APR 2014

DEVELOPMENT AGREEMENT

1. Date: 28th April, 2014
2. Place: Kolkata
3. Parties
 - 3.1 Bijali Sarkar, ^{© Biju Sarkar} wife of Late Narayan Chandra Sarkar, residing at Reckjoyani, Ghosepara (near Hospital), Police Station & Post Office Rajarhat, District North 24 Parganas.

- 3.2 Kakali Sarkar Pal, wife of Shaila Paul, daughter of Late Narayan Chandra Sarkar, residing at Jagadispur, Police Station & Post Office Rajarhat, District North 24 Parganas.
- 3.3 Mitali Naskar, Wife of Champak Naskar, daughter of Late Narayan Chandra Sarkar, residing at Matikol, Police Station Dumdum, Post Office Rabindranagar, Kolkata - 700 065.
(collectively Owners, includes successors in interest and/or assigns)

And

- 3.4 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), represented by its Director 1. Shishir Gupta son of late Sree Bhagwan Gupta and 2. SK Nasir son of late SK Rasid.
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 2.81 (two point eighty one) decimal, equivalent to 1 (one) *cottah* 11 (eleven) *chittak* 09 (nine) 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* No. 2086, *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 1st 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).
- 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.

the Planning Authorities, (3) obtain all necessary permissions from different authorities in connection with 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:** It has been mutually agreed between the Parties that the Owners shall be entitled to (1) three nos. of 2 bed rooms flats as per building plan, in different floor/s of the building/s, out of the total proposed construction area in the Project on the said property and (2) an non refundable amount of Rs. 3,00,000/- (Rupees three lac) 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) proportionate share of 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) the entirety of the remaining construction area (as per the Building Plans) against the Said Property in the New Building and (2) remaining construction area (as per the Building Plans) against 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 proportionate share 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

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 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.

1st Schedule (Said Property)

Bastu land measuring 2.81 (two point eighty one) decimal, equivalent to 1 (one) *cottah* 11 (eleven) *chittak* 09 (nine) 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 No. 2086, 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.

2nd Schedule
(Specifications)

Brick Work	External Walls: 8 inch thick brickwork with cement mortar in proportion (1:6) by using 1 st class bricks. Partition Walls: 4 inch thick with cement mortar in proportion (1:4) by using 1 st class bricks, providing wire mesh as required for 3 inch wall.
Plaster	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.
Floor Of Rooms And Toilets	As per specification of the Developer flooring in all the rooms, kitchen, toilets, verandah etc. will be provided.
Toilet Walls	Upto 6'-0" finished (may vary as per specification of Developer) with white/light coloured ceramic tiles.

31. Execution and Delivery

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

বিজলী সরকার

Bijali Sarkar

Kakali Sarkar Pal

Kakali Sarkar

Mitali Naskar

Mitali Naskar

[Owners]

ABHILASHINI REALCON PVT. LTD.

Shri. S. N. Nalin
Director

(Abhilashini Realcon Private Limited)
[Developer]

Witnesses:

Signature Champak

Signature Set.

Name Champak Naskar

Name Saila K. Pal.

Father's Name Late Nirmal Naskar

Father's Name Burpee Chandra Pal.

Address Maital, P.O. Rabindra Nagar
501-65


Address Jogendra Pur. Rajaraj

Sulagna De
SULAGNA DE
Advocate
High Court, Calcutta

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 7
Page from 13498 to 13530
being No 04834 for the year 2014.




(Debasish Dhar) 29-April-2014
Additional District Sub-Registrar
Office of the A.D.S.R. RAJARHAT
West Bengal