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

Additional District Sub-Registrar  
Kolkata, New Town, North 24 Parganas

DEVELOPMENT AGREEMENT

18 AUG 2014

1. Date: 14<sup>th</sup> August 2014
2. Place: Kolkata
3. Parties
  - 3.1 Bimal Sen, son of Late Ban Behari Sen, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Reckjoani, Post Office and Police Station Rajarhat, District North 24 Parganas, Kolkata - 700135.
  - 3.2 Putul Das, wife of Manik Das, daughter of Late Ban Behari Sen, by faith - Hindu, by occupation - Housewife, by nationality - Indian, residing at Reckjoani, Post Office and Police Station Rajarhat, District North 24 Parganas, Kolkata - 700135. Presently residing at 1No. Lajum, Margherita, Tinshukia, Assam.  
(collectively Owners, includes successors- in-interest and/or assigns)

B. B. Sen.  
Putul Das



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 Undivided  $\frac{1}{2}$  share of land measuring 2 (two) *cottah* 8 (eight) *chittack* i.e., land measuring 1 (two) *cottah* 4 (four) *chittack*, comprised in R.S/L.R. Dag No. 1330, recorded in L. R. *Khatian* No. 2025, 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**) and delineated on the **Plan** attached hereto and bordered in colour **Green** thereon; 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 Sefali Sen:** by a registered Deed of Conveyance, dated 12<sup>th</sup> August 1993, registered in the office of A.D.S.R. Bidhan Nagar (Salt Lake City) in Book No-I, Volume No. 139, Pages 53 to 60, Being No. 6489 for the year 1993, Sefali Sen has purchased land measuring 02 (two) *cottah* 08 (eight) *chittack* comprised in *sabek* 1257/1694 corresponding to R.S/L.R. Dag No. 1330, recorded in *jamiden*, *Khatian* No. 1327, corresponding to *Khatian* No. 1894 corresponding to R.S. *Khatian* No. 3251, Mouza Reckjoani, J.L. No. 13, Police Station Rajarhat, within the limits of

B. G. Sen  
Futul Das



**9. Possession**

- 9.1 **Vacating by Owners:** Simultaneously herewith, the Owners have 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 Owners 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 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) 1 (One) no. of flat (2BHK) 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 amount of Rs. 3,00,000/- (Rupees three lacs) 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'

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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

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B. M. M.

P. K. Das



## 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.

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

Undivided ½ share of land measuring 2 (two) *cottah* 8 (eight) *chittack* i.e., land measuring 1 (two) *cottah* 4 (four) *chittack*, comprised in R.S/L.R. Dag No. 1330, recorded in L. R. *Khatian* No. 2025, 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,

B.L.S.C.M.

Pukul Das



demarcated the total area of the total plots on the Plan annexed hereto and bordered in colour Green thereon and butted and bounded as follows:

- On the North** : By R.S. /L.R. Dag No. 1325  
**On the East** : By Sabek Dag No. 1260  
**On the South** : By others' land  
**On the West** : By R.S. /L.R. Dag No. 1330 and 6 feet wide common road.

**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.

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

<b>Brick Work</b>	<p>External Walls: 8 inch thick brickwork with cement mortar in proportion (1:6) by using 1<sup>st</sup> class bricks.</p> <p>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.</p>
<b>Plaster</b>	<p>Wall Plaster- outside surface 18mm thick (1:6 cement mortar), inside surface 12mm thick (1:6 cement mortar)</p> <p>Ceiling Plaster - 6 mm thick (1:4 cement mortar)</p> <p>Proper chipping will be made before wall and ceiling plastering.</p>
<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.

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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.

*Bimal Sen*

**Bimal Sen**

*Putul Das*

**Putul Das**

**[Owners]**

ABHILASHINI REALCON PVT. LTD.

*Bullu Saha*  
Director

**(Abhilashini Realcon Private Limited)**  
**[Developer]**

**Witnesses:**

Signature *Dipankar Saha*

Name DIPANKAR SARKAR

Father's Name LT. SIBA SANKAR SARKAR

Address VILL: RECKJOANJE

PO: RAJARHAT:  
DSI: 24 PG (M)

Signature *Mindi Paul*

Name Mindi Paul

Father's Name S. C. Paul

Address Tophoria, 601-157

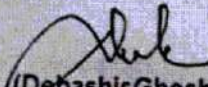
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**SULAGNA DE**  
Advocate  
High Court, Calcutta



Certificate of Registration under section 60 and Rule 69.

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being No 09252 for the year 2014.



  
(Debashis Ghosh) 19-August-2014  
Additional District Sub-Registrar  
Office of the A.D.S.R. RAJARHAT  
West Bengal