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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.

[Signature]
Additional District Sub-Registrar
Rajarhat, New Town, North 24 Parganas

DEVELOPMENT AGREEMENT

31 AUG 2015

1. Date: 28th August 2015

2. Place: Kolkata

3. Parties:

3.1 Chandrani Dutta, wife of Sabyasachi Dutta, (PAN AFTPD 0031 J), 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 Mala Dutta, wife of Sujit Kumar Dutta, (PAN AFUPD 7824 C), by faith Hindu, by occupation Business, by nationality Indian, residing at Reckjoani, Post Office and Police Station Rajarhat, District North 24 Parganas, Kolkata - 700135.

ASHLASHINI REALCON PVT. LTD.

[Signature]
Sh. Nalini Sujit K. Dutta
Director

নম্বর 3329

সম ও তারিখ

জোতার নাম

স্থান

মূল্য

ভেতান

18085
Shi. Nandi
1087, 11, Milk Road, Kolkata

[Signature]
কলকাতা কোর্ট

জোতা : 6000 ২৪ পদমাপ

খরিদ তার : 22 JUL 2018

মোট ট্যাক্স খরিদ : Rs150000

ক্রয়কারী বাবাগাত

ভেতান : শ্রী সন্ন্যাস বোস

- Sh Nalin



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- Sh Nalin



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- Mishu Chak



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- Kamallesh Roy



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- Chandrani Dutta



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- Anjali S. Dutta



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P.T.O.

- 3.3 Mithun Ghosh, son of Shyamal Kumar Ghosh, (PAN AOQPG 0980 H), by faith Hindu, by occupation Business, by nationality Indian, residing at Reckjoani, Post Office and Police Station Rajarhat, District North 24 Parganas, Kolkata - 700135.
- 3.4 Kamalesh Roy, son of Suresh Chandra Roy, (PAN AVEPR 3516 K), by faith Hindu, by occupation Business, by nationality Indian, residing at Reckjoani, Post Office and Police Station Rajarhat, District North 24 Parganas, Kolkata - 700135.

(Collectively Owners, include successors in-interest and/or assigns)

And

- 3.5 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, [PAN ADSPN 1335 N] son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) Sujit Kumar Dutta, [PAN AFUPD 7818 J] 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).

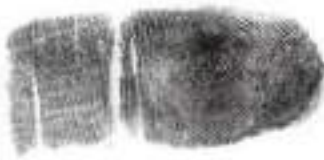
Owners and Developer individually Party and collectively Parties.

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 (1) land measuring 1 (two) cottah 4 (four) chittack, comprised in R.S/L.R. Dag No. 1330, recorded in L. R. Khatian No. 2025 correspondence to L.R Khatian Nos. 7221, 7223, 7224, 7225 (First Property) and (2) land measuring 1 (one) cottah 4 (four) chittack, more or less, comprised in R. S/L. R. Dag No. 1325, recorded in L. R. Khatian No. 6593 (Second Property) totaling to land measuring 2 (two) cottah 08 (eight) chittack, all in Mouza Reckjoani, J. L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No.1 Gram Panchayat, Additional Sub-Registration Office Rajarhat, District North 24 Parganas, all fully 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 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:

ABHILASHINI REALCON PVT LTD.
SUNAR Sujit K. Dutta.
Director



10784

→ Mala Dutta

Minki Paul.
S/o Subhash Ch. Paul.
T-68 Teghoria Main Road
P.S - Bagmati
Kolkata - 700157
Business



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- 5.1.1 **Ownership of Sefali Sen:** by a registered Deed of Conveyance, dated 12th August 1993, registered in the office of A.D.S.R. Bidhan Nagar (Salt Lake City) in Book No-1, 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 *jamider 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 Rajarhat Bishnupur No.1 *Gram Panchayat*, District North 24 Parganas from Banabiharini Sen (Sefali's Property).
- 5.1.2 **Mutation:** Sefali Sen had mutated her name in respect of Sefali's Property, in the records of Land Reforms Settlement vide L. R. *Khatian* No. 2025.
- 5.1.3 **Demise of Sefali Sen:** Sefali Sen, a Hindu, governed by the *Dayabhaga* School of Hindu Law *died intestate*, leaving behind her surviving her 2 (two) sons, namely, Shyamal Sen (*Since deceased*), Bimal Sen and 2 (two) daughters, namely, Suchitra Dey and Putul Das [Legal Heirs of Sefali Sen] as her only surviving legal heir and heiresses, who jointly inherited the absolute right, title and interest of Sefali's Property.
- 5.1.4 **Demise of Syamal Sen alias Syamal Kumar Sen:** Syamal Sen *alias* Syamal Kumar Sen, a Hindu, governed by the *Dayabhaga* School of Hindu Law died intestate on 14/07/2007, leaving behind his surviving wife namely, Annapurna Sen, 1 (one) son namely, Biswajit Sen and 1(one) daughter namely, Aparna Kundu (collectively Legal Heirs of Syamal Sen *alias* Syamal Kumar Sen) as his only surviving legal heir and heiresses, who jointly inherited the absolute right, title and interest of Syamal Sen *alias* Syamal Kumar Sen in the Sefali's Property.
- 5.1.5 **Absolute right of Safali's Property:** In the aforesaid circumstances, Bimal Sen, Suchitra Dey, Putul Das, Annapurna Sen, Biswajit Sen and Aparna Kundu, have become the joint, absolute and undisputed owners of Safali's Property, each of them having their respective shares therein. The details of each share of present owners are given hereby.

Names of Present Owners	Legal Heirs of Owner	Quantum of Land (in Chittack)
Bimal Sen	Safali Sen	10 Chittack
Putul Das		10 Chittack
Suchitra Dey		10 Chittack
Annapurna Sen	Shyamal Kumar Sen <i>alias</i> Shyamal Sen	10 Chittack
Biswajit Sen		
Aparna Kundu		

- 5.1.6 **Record of Right:** Bimal Sen, Suchitra Dey, Putul Sen, Annapurna Sen, Biswajit Sen and Aparna Kundu have mutated their names in respect of Sefali's Property, in the records of Land Reforms Settlement vide L. R. *Khatian* Nos. 7220, 7221, 7222, 7223, 7224, 7225.
- 5.1.7 **Ownership of First Property:** By a Deed of Conveyance, dated 14th August, 2014, registered in the office of Additional District Sub Registrar, Rajarhat in Book No- I, CD Volume No- 15, Pages 306 to 324 being No. 09288 for the year 2014.



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- Suchitra Dey, Annapurna Sen, Biswajit Sen and Aparna Kundu sold their undivided share of land measuring 1 (two) cottah 4 (four) chittack, comprised in R.S./L.R. Dag No. 1330, recorded in L. R. Khatian No. 2025, corresponding to L. R. Khatian Nos. 7221, 7223, 7224, 7225, Mouza Reckjoani, J.L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No.1 Gram Panchayat, District North 24 Parganas in favour of Chandrani Dutta (Owner No. 3.1 herein), Mala Dutta (Owner No. 3.2 herein) and Mithun Ghosh (Owner No. 3.3 herein), being the First property out of the Said Property (Chandrani and Others' Property)
- 5.1.8 **Ownership of Tanuja Bhar:** by a registered Deed of Conveyance, dated 19th July, 2011, registered in the office of A.D.S.R. Bidhan Nagar (Salt Lake City) in Book No. I, Volume No. 15, Pages 9739 to 9753, Being No. 08215 for the year 2011. Tanuja Bhar has purchased land measuring 01 (one) cottah 04 (four) chittack comprised in R.S./L.R. Dag No. 1325, recorded in L.R. Khatian No. 6593, Mouza Reckjoani, J.L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No.1 Gram Panchayat, Sub-Registration Rajarhat, District North 24 Parganas, from Sulekha Dey (Tanuja's Property).
- 5.1.9 **Mutation:** Tanuja Bhar had mutated her name in respect of Tanuja's Property, in the records of Land Reforms Settlement vide L. R. Khatian No. 6593.
- 5.1.10 **Ownership of Second Property:** By a Deed of Conveyance, dated 23rd April, 2015, registered in the office of Additional District Sub Registrar, Rajarhat in Book No. I, CD Volume No. 10, Pages 4919 to 4932 being No. 04907 for the year 2015, Tanuja Bhar sold her entire land measuring 1 (one) cottah 4 (four) chittack, more or less, together with a R T Shed measuring about 100 Square feet standing therein, comprised in R. S./L. R. Dag No. 1325, recorded in L.R. Khatian No. 6593, Mouza Reckjoani, J.L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No.1 Gram Panchayat, Sub-Registration Rajarhat, District North 24 Parganas, being the Second property out of the Said Property from Kamalesh Roy (Kamalesh's Property).
- 5.1.11 **Absolute Ownership of Owners:** In the above mentioned circumstances, the Chandrani Dutta, Mala Dutta and Mithun Ghosh, have become absolute and undisputed owners of the First Property and the Kamalesh Roy has become absolute sole owner of the Second Property. The First Property and the Second Property, collectively Said Property. The Said Property herein is the subject matter of this Development Agreement.
- 5.1.12 **Owners have Marketable Title:** The right, title and interest of the Owners 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*.
- 5.1.13 **Owners to Ensure Continuing Marketability:** The Owners shall ensure that title of the Owners to the Said Property continues to remain marketable and free from all encumbrances till the completion of the development of the Said Property.
- 5.1.14 **Owners have Authority:** The Owners have full right, power and authority to enter into this Agreement.

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Sukali Sujit Sr. Gupta
Director



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- 5.1.15 **No Prejudicial Act:** The Owners have 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 Developers under this Agreement.
- 5.1.16 **No Acquisition/Requisition:** The Owners declare that the Said Property has not been acquired, required or included in any scheme of acquisition or requisition and the Owners have neither received nor is aware of any notice or order from any Authority or Statutory Body or Government Department for any such acquisition, requisition or scheme.
- 5.1.17 **No Excess Land:** The Said Property does not contain any excess land and the Owners also does not hold any excess land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- 5.1.18 **No Encumbrance:** The Owners have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing (including creation of statutory or customary right of easement) whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title. The Said Property is free from all claims, demands, encumbrances, mortgages, equitable mortgages, charges, liens, attachments, *lis pendens*, uses, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, restrictions and liabilities whatsoever or howsoever made or suffered by the Owners and the title of the Owners to the Said Property is good, free, clear, bankable and marketable.
- 5.1.19 **Right, Power and Authority to Develop:** The Owners have good right, full power, absolute authority and indefeasible title to develop, grant, sell, convey, transfer, assign and assure the Said Property.
- 5.1.20 **No Dues:** No revenue, cess, panchayat taxes, other taxes, surcharges, impositions, outgoings or levies of any nature whatsoever in respect of the Said Property is due to the Government or any other authority or authorities and no demands, recovery proceedings or Certificate Cases are pending for realization of any dues from the Owners.
- 5.1.21 **No Right of Pre-emption:** No person, entity or authority whatsoever have/had/has or ever claimed any right of pre-emption over and in respect of the Said Property or any part thereof.
- 5.1.22 **No Mortgage:** No mortgage or charge has been created by the Owners in respect of the Said Property or any part thereof, whether by deposit of title deeds or otherwise.
- 5.1.23 **No Previous Agreement:** The Owners have ascertained that the Said Property is not the subject matter of any previous agreement, whether oral or in writing, save and except the Said Agreements and the POAs.

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Sh. Nalin Sujata S. Datta
Director



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- 5.1.24 **No Guarantee:** The Said Property is not affected by or subject to any corporate guarantee or personal guarantee for securing any financial accommodation.
- 5.1.25 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Owners from developing, selling, transferring and/or alienating the Said Property or any part thereof.
- 5.1.26 **No Transfer:** The Owners have not created any third party interest of any nature whatsoever and/or has not delegated any of the Owners right either flowing from the Said Agreements or otherwise to any third party in any manner whatsoever.
- 5.2 **Developer's Representations:** The Developer has represented and warranted to the Owners 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 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 Owners 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 in accordance with architectural plan (Building Plans) to be prepared by the Architect/s appointed by the Developer from time to time (Architect), preferably after discussion with the Owner and

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Sh. Nalin Sujit Sr. Datta.

Director



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taking into consideration their views and suggestions, if any, duly sanctioned by the Rajarhat Bishnupur No. 1 *Gram Panchayat*, Rajarhat *Panchayat Samity*, *Zilla Parishad*, NKDA and other statutory authorities concerned with sanction (collectively **Planning Authorities**), as a ready-to-use residential/commercial buildings with specified areas, amenities and facilities to be enjoyed in common.

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 Owners 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 Owners.

7.2 **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned 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 Owners 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 Owners confirm that the Owners have 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 Owners 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 Owners 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 36 (thirty six) months from the date of sanctioned of the Building Plans or from the date of handing over *khas*, vacant, peaceful and physical possession of the entirety of the Said Property by the Owners to the Developer, whichever is later (Completion Time).

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SK Nalin

Sujit K. Datta
Director



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- 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, over head 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 demanded by WBSEDCL and other agencies and the Owners shall also pay the same for the Flats in the Owners' Allocation (defined in Clause 11.1 below). It is clarified that the expression **Transferees** include the Owners 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 Owners 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 Owners and required for the construction of the New Buildings but under no circumstances the Owners 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 Owners 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 Owners shall have 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 Owners:** The Owners 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 Owners shall provide all co-operations that may be necessary for successful completion of the Project.
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

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Sr. Nalin Sanyal Sr. Sulta
Director



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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:** The Owners shall be entitled to (1) 35% (thirty five percent) of the sanctioned FAR (as per the Building Plans) against the Said Property in the New Buildings. The Parties have agreed that the Developer shall allot respective allocation to the Owners of the New Buildings (the details of such demarcation shall be recorded in a separate instrument) and in the event full allotment is not made out then the balance area of allotment shall be adjusted against monetary consideration (2) undivided 35% (thirty five percent) share, against the sanctioned FAR of the Said Property as per the sanctioned Building Plans, in the roof of the New Buildings including the area for access to Common Portions and (3) an interest free refundable deposit of Rs. 2,00,000/- (Rupees two 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 35% (thirty five percent) against the Said Property in (1) the Common Portions of the New Buildings and (2) the land contained in the Said Property. It is further clarified that the Possession Letter/s shall be issued by the Developer to the Owners at the time of handing over possession of the Owners' Allocation. The Owners' Allocation shall be heritable and freely transferable.

12. Developer's Allocation

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

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13. Dealing with Respective Allocations

- 13.1 **Demarcation of Respective Allocations:** The Parties have mutually agreed that on sanction of the Building Plans, the Parties shall formally demarcate their respective allocations based on the Building Plans and the details of such demarcation shall be recorded in a separate instrument.
- 13.2 **Owners' Allocation:** The Owners shall be entitled to the Owners' Allocation with right to transfer or otherwise deal with the same in any manner the Owners deem appropriate and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Owners' Allocation. It is clearly understood that the dealing of the Owners with regard to the Owners' Allocation shall not in any manner fasten or create any financial liabilities upon the Developer. However, any transfer of any part of the Owners' Allocation shall be subject to the other provisions of this Agreement.
- 13.3 **Developer's Allocation:** The Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Developer's Allocation. It is clearly understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owners. However, any transfer of any part of the Developer's Allocation shall be subject to the other provisions of this Agreement.
- 13.4 **Transfer of Developer's Allocation:** In consideration of the Developer constructing and handing over the Owners' Allocation to the Owners and meeting other obligations towards the Owners, the Owners shall execute deeds of conveyances of the undivided share in the land contained in the Said Property and the Building Plans as be attributable to the Developer's Allocation, in such part or parts as shall be required by the Developer. Such execution of conveyances shall be through the Developer exercising the powers and authorities mentioned in Clause 10.1 above.
- 13.5 **No Objection to Allocation:** The Parties confirm that neither Party has any objection with regard to their respective allocations.
- 13.6 **Cost of Transfer:** The costs of the aforesaid conveyances of the Developer's Allocation including stamp duty and registration fees and all other legal expenses shall be borne and paid by the Developer or the Transferees.

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.

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SK Nalin Sujit Sr. Datta

Director



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- 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 Owners' Allocation:** Within 15 (fifteen) days from the date of the possession notice, the Owners shall be bound to take over physical possession of the Owners' Allocation and simultaneously refund/adjust the Deposit to/with the Developer.
- 15.2 **Possession Date and Rates:** On and from such date of the Owners 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 Owners 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 Owners 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 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 equipments. 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 Owners' 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.

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Sh. Nali Sujit B. Bhatta

Director



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- 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 the 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 2nd 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 Owners having no responsibility in respect thereof in any manner whatsoever.
- 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 Owners 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 Owners not to transfer and/or assign the benefits of this Agreement or any portion thereof, without the consent in writing of the Owners.
- 17.11 **No Violation of Law:** The Developer hereby agrees and covenants with the Owners not to violate or contravene any provision of law, regulation or rule applicable to construction of the New Buildings.

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Sk. Nalin

Sujit K. Datta
Director



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- 17.12 **No Obstruction in Dealing with Owners' Allocation:** The Developer hereby agrees and covenants with the Owners not to do any act deed or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Owners' Allocation.
18. **Obligations of Owners**
- 18.1 **Co-operation with Developer:** The Owners 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 Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 18.3 **Documentation and Information:** The Owners 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 Owners 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 Owners covenant not to cause any interference or hindrance in the construction of the New Buildings.
- 18.6 **No Dealing with Said Property:** The Owners 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 Owners covenant not to cause any interference or hindrance if the Developer purchases and/or enter into any Joint Venture Agreement with the Owners/s of any adjacent plot/s to extend the Project. Further the Owners confirm, assure, undertake and guarantee that the Owners shall have 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 Owners saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners 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 Owners:** The Owners 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

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Director



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in title of the Said Property or any of the Representations of the Owners being incorrect.

20. Corporate Warranties

20.1 By Developer: The Developer warrants to the Owners that:

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

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 Owners 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 Owners 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 Owners shall pass valid receipts for all amounts paid under this Agreement.

22.5 No Partnership: The Owners 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.

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- 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 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 Owners. Further, various applications and other documents may be required to be made or signed by the Owners relating to which specific provisions may not have been made herein. The Owners 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 Owners 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 Owners 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 Owners 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 Owners 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 Owners' Allocation and the Owners 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 Owners 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**
- 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)

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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 Owners.

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 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.

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Sr. Naresh Singh Sr. Gupta
Director



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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 4th 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 Owners 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 Owners.

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 3rd 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 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.

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 Director



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- 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)**

(1) land measuring 1 (two) cottah 4 (four) chittack, comprised in R.S/L.R. Dag No. 1330, recorded in L. R. Khatian No. 2025 correspondence to L. R. Khatian Nos. 7221, 7223, 7224, 7225 (being the First Property) and (2) land measuring 1 (one) cottah 4 (four) chittack, more or less, comprised in R. S./L. R. Dag No. 1325, recorded in L. R. Khatian No. 6593 (being the Second Property), totaling to land measuring 2 (two) cottah 08 (eight) chittack, all in Mouza Reckjoani, J. L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No.1 Gram Panchayat, Additional Sub-Registration Office Rajarhat, District North 24 Parganas, together With all easement rights and all other rights, appurtenances and inheritances for access and user and all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature of the Owners in the Said Property.

**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, vectified tiles flooring in all the rooms, kitchen, toilets, verandah etc. will be provided.
Toilet Walls	Upto 6'-0" finished (may vary as per



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	specification of Developer) with white/light coloured ceramic tiles.
Doors	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.
Windows	Fully Aluminium windows with glass fittings and standard handle.
Sanitary Fittings In Toilets	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).
Kitchen	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.
Electrical Points And Fittings	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.
Painting And Finishing	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.

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Sh. Naq. Sugit Sr. Gupta.

Director



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33. Execution and Delivery

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

Chandrani Dutta
Chandrani Dutta

Mala Dutta
Mala Dutta

Mithun Ghosh
Mithun Ghosh

Kamalesh Roy
Kamalesh Roy

[Owners]

ABHILASHINI REALCON PVT. LTD.
SN Nalin Sujit Sr. Dutta
Director

(Abhilashini Realcon Private Limited)
[Developer]

Witnesses:

Signature Sudhakar Jaisankar

Signature [Signature]

Name Hiranmohan Jaisankar

Name Munli Paul

Father's Name _____

Father's Name S. C Paul

Address Reckmani, Rajatal -
Kat-135

Address Teghonia Main Rd
Kat-157

Sulagna D
SULAGNA DE
Advocate
High Court, Calcutta

Enrol No. F/14/06/2008



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Receipt and Memo

Received from the within named Developer the within mentioned sum of Rs. 2,00,000/- (Rupees two thousand) only towards payment of the deposit for development of the Said Property described in the 1st Schedule above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
Chq No 125973	28/08/15	Axis Bank	30,000/-
Chq No 125974	28/08/15	Axis Bank	30,000/-
Chq No 125975	28/08/15	Axis Bank	30,000/-
Chq No 125976	28/08/15	Axis Bank	1,10,000/-
		Total	2,00,000/-

Chandrani Dutta

Chandrani Dutta

Mala Dutta

Mala Dutta

Mithun Ghosh

Mithun Ghosh

Kamlesh Roy

Kamlesh Roy

Witnesses:

Signature Subrata Mondal

Name Subrata Mondal

Father's Name Hiranshu Mondal

Address Reckmani, Rajwada

Kol-135

Signature Minku Paul

Name Minku Paul

Father's Name S. C. Paul

Address Toponic Main Rd

Kol-137



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SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or Presentants					
	<i>Chandrani Datta</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						
	<i>Mala Dutta</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						
	<i>Nitin Chakraborty</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						



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SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or Presentants					
	<i>Karrolesh Reg.</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	<i>Su Nalin</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	<i>Supt. Dr. Bhatta</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little



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Seller, Buyer and Property Details

A.* Land Lord & Developer Details

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	<p>Mrs CHANDRANI DUTTA Wife of Mr SABYASACHI DUTTA RECKJOANI, P.O:- RAJARHAT, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AFTPD0031J, Status : Self Date of Execution : 28/08/2015 Date of Admission : 28/08/2015 Place of Admission of Execution : Pvt. Residence</p>
2	<p>Mrs MALA DUTTA Wife of Mr SUJIT KUMAR DUTTA RECKJOANI, P.O:- RAJARHAT, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AFUPD7824C, Status : Self Date of Execution : 28/08/2015 Date of Admission : 28/08/2015 Place of Admission of Execution : Pvt. Residence</p>
3	<p>Mr MITHUN GHOSH Son of Mr SHYAMAL KUMAR GHOSH RECKJOANI, P.O:- RAJARHAT, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AOQPG0980H, Status : Self Date of Execution : 28/08/2015 Date of Admission : 28/08/2015 Place of Admission of Execution : Pvt. Residence</p>
4	<p>Mr KAMALESH ROY Son of Mr SURESH CHANDRA ROY RECKJOANI, P.O:- RAJARHAT, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AVEPR3516K, Status : Self Date of Execution : 28/08/2015 Date of Admission : 28/08/2015 Place of Admission of Execution : Pvt. Residence</p>



Developer Details

SL No.	Name, Address, Photo, Finger print and Signature
1	<p>ABHILASHNI REALCON PVT LTD T-68, Tegharia Main Road, P.O:- RAJARHAT, P.S:- Rajarhat, District-North 24-Parganas, West Bengal, India, PIN - 700157 PAN No. AALCA7288C, Status : Organization Represented by representative as given below:-</p>
1(1)	<p>Mr SK NASIR, DIRECTOR Son of Late SK RASHID T 68 TEGHARIA MAIN RD, P.O:- RAJARHAT, P.S:- Rajarhat, District-North 24-Parganas, West Bengal, India, PIN - 700157 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No. ADSPN1335N, Status : Representative Date of Execution : 28/08/2015 Date of Admission : 28/08/2015 Place of Admission of Execution : Pvt. Residence</p>
(2)	<p>Mr SUJIT KUMAR DUTTA, DIRECTOR Son of Mr SUIMAL DUTTA T 68 TEGHARIA MAIN RD, P.O:- RAJARHAT, P.S:- Rajarhat, District-North 24-Parganas, West Bengal, India, PIN - 700157 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AFUPD7818J, Status : Representative Date of Execution : 28/08/2015 Date of Admission : 28/08/2015 Place of Admission of Execution : Pvt. Residence</p>

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	<p>Mr MINTU PAUL Son of Mr SUBHASH CHANDRA PAUL T 68 TEGHARIA MAIN RD, P.O:- RAJARHAT, P.S:- Rajarhat, District:- North 24-Parganas, West Bengal, India, PIN - 700157 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India,</p>	<p>Mrs CHANDRANI DUTTA, Mrs MALA DUTTA, Mr MITHUN GHOSH, Mr KAMALESH ROY, Mr SK NASIR, Mr SUJIT KUMAR DUTTA</p>	



C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Rekjoyani	RS Plot No:- 1330, RS Khatian No:- 2025	1 Katha 4 Chatak	1/-		Proposed Use: Bastu, ROR: Shali, Width of Approach Road: 6 Ft.,
L2	District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Rekjoyani	RS Plot No:- 1325, RS Khatian No:- 6593	1 Katha 4 Chatak	1/-		Proposed Use: Bastu, ROR: Shali, Width of Approach Road: 6 Ft.,

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Mr MITHUN GHOSH	ABHILASHNI REALCON PVT LTD	0.687638	33.34
	Mrs CHANDRANI DUTTA	ABHILASHNI REALCON PVT LTD	0.687431	33.33
	Mrs MALA DUTTA	ABHILASHNI REALCON PVT LTD	0.687431	33.33
L2	Mr KAMALESH ROY	ABHILASHNI REALCON PVT LTD	2.0625	100

D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	MINTU PAUL
Address	T-68, Tegharia Main Road, Thana : Rajarhat, District : North 24-Parganas, WEST BENGAL
Applicant's Status	Advocate



Office of the A.D.S.R. RAJARHAT, District: North 24-Parganas

Endorsement For Deed Number : I - 152309651 / 2015

Query No/Year	15230000622241/2015	Serial no/Year	1523010032 / 2015
Deed No/Year	I - 152309651 / 2015		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mr SK NASIR	Presented At	Private Residence
Date of Execution	28-08-2015	Date of Presentation	28-08-2015

Remarks

On 19/08/2015

Certificate of Market Value(WB PUVI rules of 2001)



(Debasish Dhar)

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
North 24-Parganas, West Bengal

On 28/08/2015

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

Presented for registration at 21:50 hrs on : 28/08/2015, at the Private residence by Mr SK NASIR ,

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

Execution is admitted on 28/08/2015 by

Mrs CHANDRANI DUTTA, Wife of Mr SABYASACHI DUTTA, RECKJOANI, P.O: RAJARHAT, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Hindu, By Profession Business
Identified by Mr MINTU PAUL, Son of Mr SUBHASH CHANDRA PAUL, T 68 TEGHARIA MAIN RD, P.O: RAJARHAT, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700157, By caste Hindu, By Profession Others

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

Execution is admitted on 28/08/2015 by

Mrs MALA DUTTA, Wife of Mr SUJIT KUMAR DUTTA, RECKJOANI, P.O: RAJARHAT, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Hindu, By Profession Business
Identified by Mr MINTU PAUL, Son of Mr SUBHASH CHANDRA PAUL, T 68 TEGHARIA MAIN RD, P.O: RAJARHAT, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700157, By caste Hindu, By Profession Others

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

Execution is admitted on 28/08/2015 by



Mr MITHUN GHOSH, Son of Mr SHYAMAL KUMAR GHOSH, RECKJOANI, P.O: RAJARHAT, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Hindu, By Profession Business
Identified by Mr MINTU PAUL, Son of Mr SUBHASH CHANDRA PAUL, T 68 TEGHARIA MAIN RD, P.O: RAJARHAT, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700157, By caste Hindu, By Profession Others

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

Execution is admitted on 28/08/2015 by

Mr KAMALESH ROY, Son of Mr SURESH CHANDRA ROY, RECKJOANI, P.O: RAJARHAT, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Hindu, By Profession Business
Identified by Mr MINTU PAUL, Son of Mr SUBHASH CHANDRA PAUL, T 68 TEGHARIA MAIN RD, P.O: RAJARHAT, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700157, By caste Hindu, By Profession Others

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 28/08/2015 by

Mr SK NASIR, DIRECTOR, ABHILASHNI REALCON PVT LTD , T-68, Tegharia Main Road, P.O: RAJARHAT, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700157
Identified by Mr MINTU PAUL, Son of Mr SUBHASH CHANDRA PAUL, T 68 TEGHARIA MAIN RD, P.O: RAJARHAT, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700157, By caste Hindu, By Profession Others

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 28/08/2015 by

Mr SUJIT KUMAR DUTTA, DIRECTOR, ABHILASHNI REALCON PVT LTD , T-68, Tegharia Main Road, P.O: RAJARHAT, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700157
Identified by Mr MINTU PAUL, Son of Mr SUBHASH CHANDRA PAUL, T 68 TEGHARIA MAIN RD, P.O: RAJARHAT, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700157, By caste Hindu, By Profession Others



(Debasish Dhar)

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
North 24-Parganas, West Bengal

On 31/08/2015

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 : 48(g) of Indian Stamp Act 1899.

Payment of Fees



•
•
Certified that required Registration Fees payable for this document is Rs 2,210/- (B = Rs 2,189/- , E = Rs 21/-)
• and Registration Fees paid by Cash Rs 0/-, by Draft Rs 2,210/-

Description of Draft

1. Rs 2,210/- is paid, by the Draft(8554) No: 683664000405, Date: 20/08/2015, Bank: STATE BANK OF INDIA (SBI), Rajarhat Township.

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Draft Rs 5,021/-, by Stamp Rs 100/-

Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 3329, Purchased on 22/07/2015. Vendor named S BOSE.

Description of Draft

1. Rs 5,021/- is paid, by the Draft(8554) No: 683661000405, Date: 20/08/2015, Bank: STATE BANK OF INDIA (SBI), Rajarhat Township.



(Debasish Dhar)

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
North 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2015, Page from 106327 to 106358

being No 152309651 for the year 2015.



Digitally signed by DEBASISH DHAR
Date: 2015.09.03 15:50:33 +05:30
Reason: Digital Signing of Deed.

Dhar

(Debasish Dhar) 03-09-2015 15:50:32
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)

