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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: 28<sup>th</sup> 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.

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*[Signature]*  
Director



- 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 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:

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SK. Nasir, Sujit K. Dutta  
Director



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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S.K. Nalin Supt. Sr. Officer  
Director



**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



- 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)**

(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.

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

<b>Brick Work</b>	External Walls: 8 inch thick brickwork with cement mortar in proportion (1:6) by using 1 <sup>st</sup> class bricks. Partition Walls: 4 inch thick with cement mortar in proportion (1:4) by using 1 <sup>st</sup> class bricks, providing wire mesh as required for 3 inch wall.
<b>Plaster</b>	Wall Plaster outside surface 18mm thick (1:6 cement mortar), inside surface 12mm thick (1:6 cement mortar) Ceiling Plaster - 6 mm thick (1:4 cement mortar) Proper chipping will be made before wall and ceiling plastering.
<b>Floor Of Rooms And Toilets</b>	As per specification of the Developer, vectedified tiles flooring in all the rooms, kitchen, toilets, verandah etc. will be provided.
<b>Toilet Walls</b>	Upto 6'-0" finished (may vary as per

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*Sh. Nalin Singh B. Shukla*  
Director



## 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.  
S. N. Nalin Sujit K. Dutta  
Director

(Abhilashini Realcon Private Limited)  
[Developer]

Witnesses:

Signature Subrata DasguptaSignature [Signature]Name Hiranmoy DasguptaName Minku Paul

Father's Name \_\_\_\_\_

































Father's Name S. C. PaulAddress Reckjanni, Rajchhal -  
Kat-135Address Tophona Main Rd  
Kat-157

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

Enrol No. F/1406/2008



## SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or Presentants					
	<i>Chandrani Dalta</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 Chahal</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						



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.



*Dhar*

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

(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.)