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

Additional District Sub-Registrar  
Bachchanal, New Town, North 24-Pgs

11 APR 2019

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this 11<sup>th</sup> day of April, Two Thousand and Nineteen (2019) of the Christian era

BY AND BETWEEN

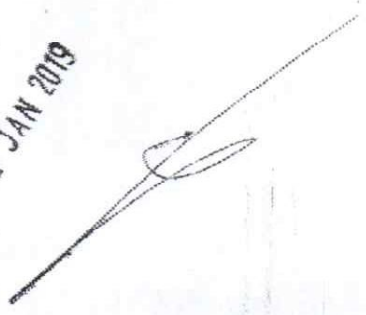
SMT. MUKTI SAHA, wife of Sri Gourpada Saha, PAN- AVHPS3781J, M- 9830429897, by faith - Hindu, by Nationality - Indian, by occupation - Housewife, residing at RC-59/7, Raghunathpur, Post Office - Desh Bandhu Nagar, Police Station - Baguiati, District - North 24 Parganas, Kolkata - 700059 hereinafter called and referred to as the "LANDOWNER"/"VENDOR" (which term or expression shall unless excluded by or repugnant to the context be deemed to

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rept  
PART  
BASU CO  
of Comms

1997

NAME: \_\_\_\_\_  
NO. \_\_\_\_\_  
S. \_\_\_\_\_  
22 JAN 2019  
S. CHATTERJEE  
Licensed Stamp Vendor  
C. C. Court  
2 & 3, K. S. Roy Road, Kol-1

22 JAN 2019  
8 2 JAN 2019



Additional District Sub-Registrar  
Rajerhat, New Town, West Bengal

11 APR 2019

2019

2019

19/10/19

mean and include her respective heirs, executors, administrators, representatives, assigns and nominee or nominees) of the "FIRST PART".

A N D

BASU CONSTRUCTION PVT. LTD., a Company within the meaning of Companies Act. 1956, PAN-AAFCB4485L, having its registered office at Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata - 700 135, represented by its Director SRI AJIT KUMAR BASU, son of Late Lakshmi Kanta Basu, PAN-AIMPB8505H, M- 9874698004, residing at Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata - 700 135, by faith - Hindu, by occupation - Business, by nationality - Indian, hereinafter called and referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its legal heirs, successors, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS one Panchanan Nath was the absolute and recorded owner of in respect of ALL THAT piece or parcel of Shali land measuring an area 36 (Thirty Six) Satak a little more or less lying and situated at Mouza - Bhatenda, J.L. No.28, Sabek Touzi No.2998, Hal Touzi No. 10, Re.Sa. No.50, comprised in C.S Khatian No.203, R.S Khatian No. 189, under C.S. Dag No.504, R.S Dag No. 542/806 within local limits of A.D.S.R.O., Cossipore, DumDum, under P.S.- Rajarhat, within Rajarhat Bishnupur 1 No. Gram Panchayet, District North 24 Parganas.

AND WHEREAS while seized and possessed of the aforesaid land said Panchanan Nath sold, transferred and conveyed ALL THAT piece or parcel of Shali land measuring an area 36 (Thirty Six) Satak a little more or less lying and situated at Mouza - Bhatenda, J.L. No.28, Sabek Touzi No.2998, Hal Touzi No. 10, Re.Sa. No.50, comprised in C.S Khatian No.203, R.S Khatian No. 189, under C.S.

Dag No.504, R.S Dag No. 542/806 within local limits of A.D.S.R.O., Cossipore, DumDum, under P.S.- Rajarhat, within Rajarhat Bishnupur 1 No. Gram Panchayet, District North 24 Parganas to (1) Sri Biman Chandra Nath and (2) Sri Birendra Nath Nath, by dint of registered kobala Deed dated 02/03/1960 and the said registered kobala Deed was registered at A.D.S.R.O., Cossipore, DumDum and recorded the same in Book No. 1. Being No. 3799 for the year 1960.

**AND WHEREAS** by dint of the said registered kobala Deed dated 02/03/1960 said (1) Sri Biman Chandra Nath and (2) Sri Birendra Nath Nath, became the absolute joint owners of **ALL THAT** piece or parcel of Shali land measuring an area 36 (Thirty Six) Satak a little more or less lying and situated at Mouza - Bhatenda, J.L. No.28, Sabek Touzi No.2998, Hal Touzi No. 10, Re.Sa. No.50, comprised in C.S Khatian No.203, R.S Khatian No. 189, under C.S. Dag No.504, R.S Dag No. 542/806 within local limits of A.D.S.R.O., Cossipore, DumDum, under P.S.- Rajarhat, within Rajarhat Bishnupur 1 No. Gram Panchayet, District North 24 Parganas.

**AND WHEREAS** during the L.R. settlement said (1) Sri Biman Chandra Nath and (2) Sri Birendra Nath Nath, recorded their name before the B.L. & L.R.O and L.R Khatian No. 469 in respect of undivided 50% share of land measuring about 18 Decimals and L.R Khatian No. 495 in respect of undivided 50% share of land measuring about 18 Decimals and thereafter while peacefully possessed the same said Biman Chandra nath, with the confirming party of Birendra Nath Nath sold, transferred and conveyed **ALL THAT** piece or parcel of Shali land measuring an area 02 (two) Cottahs a little more or less lying and situated at Mouza - Bhatenda, J.L. No.28, Sabek Touzi No.2998, Hal Touzi No. 10, Re.Sa. No.50, comprised in C.S Khatian No.203, R.S Khatian No. 189, L.R Khatian No. 469, under C.S. Dag No.504, R.S & L.R Dag No. 542/806, within local limits of A.D.S.R.O., Bidhannagar, Salt lake City, under P.S.- Rajarhat, within Rajarhat Bishnupur 1 No. Gram Panchayet, District-

North 24 Parganas to Smt. Mridula Roy, wife of Sri Haradhan Chandra Roy, by way of "Suf Bickroy Kobala Dalil" dated 10/06/1996 which was duly registered at A.D.S.R Bidhannagar, Salt Lake City and recorded the same in Book No. I, Volume No. 51, Pages from 123 to 130, Being No. 2266 for the year 1996.

**AND WHEREAS** by virtue of the said registered "Suf Bickroy Kobala Dalil" dated 10/06/1996 said Smt. Mridula Roy, wife of Sri Haradhan Chandra Roy, became the owner of **ALL THAT** piece or parcel of Shali land measuring an area 02 (two) Cottahs a little more or less lying and situated at Mouza - Bhatenda, J.L. No.28, Sabek Touzi No.2998, Hal Touzi No. 10, Re.Sa. No.50, comprised in C.S Khatian No.203, R.S Khatian No. 189, L.R Khatian No. 469, under C.S. Dag No.504, R.S & L.R Dag No. 542/806, within local limits of A.D.S.R.O., Bidhannagar, Salt lake City, under P.S.- Rajarhat, within Rajarhat Bishnupur 1 No. Gram Panchayet, District- North 24 Parganas and during possessed the same said Smt. Mridula Roy, wife of Sri Haradhan Chandra Roy, applied for mutation before the B.L & L.R.O, Rajarhat and got L.R Khatian No. 1101.

**AND WHEREAS** while seized and possessed of the aforesaid land said Smt. Mridula Roy, wife of Sri Haradhan Chandra Roy, sold, transferred and conveyed **ALL THAT** piece or parcel of Shali land measuring an area 02 (two) Cottahs a little more or less lying and situated at Mouza - Bhatenda, J.L. No.28, Sabek Touzi No.2998, Hal Touzi No. 10, Re.Sa. No.50, comprised in C.S Khatian No.203, R.S Khatian No. 189, L.R Khatian No. 1101, under C.S. Dag No.504, R.S & L.R Dag No. 542/806, within local limits of A.D.S.R.O., Bidhannagar, Salt lake City, under P.S.- Rajarhat, within Rajarhat Bishnupur 1 No. Gram Panchayet, District- North 24 Parganas to Smt. Mukti Saha, wife of Sri Gourpada Saha, by dint of registered Suf kobala Dalil dated 06/05/2013 and the said registered Suf kobala Dalil was registered at A.D.S.R.O., Rajarhat, Newtown, and recorded the same

in Book No. I, Volume No. 7, Pages from 14942 to 14953, Being No. 05166 for the year 2013.

**AND WHEREAS** by dint of said registered Suf kobala Dalil dated 06/05/2013, said Smt. Mukti Saha, wife of Sri Gourpada Saha, became the absolute and rightful owner of **ALL THAT** piece or parcel of Shali land measuring an area 02 (two) Cottahs a little more or less lying and situated at Mouza - Bhatenda, J.L. No.28, Sabek Touzi No.2998, Hal Touzi No. 10, Re.Sa. No.50, comprised in C.S Khatian No.203, R.S Khatian No. 189, L.R Khatian No. 1101, under C.S. Dag No.504, R.S & L.R Dag No. 542/806, within local limits of A.D.S.R.O., Rajarhat, Newtown (formerly Bidhannagar, Salt lake City), under P.S.- Rajarhat, within Rajarhat Bishnupur 1 No. Gram Panchayet, District- North 24 Parganas.

**AND WHEREAS** while seized and possessed of the aforesaid land said Smt. Mukti Saha, wife of Sri Gourpada Saha, applied for mutation and got L.R Khatian No. 4145 in respect of the aforesaid land.

**AND WHEREAS** by virtue of the aforesaid the present Landowner herein namely **SMT. MUKTI SAHA**, wife of Sri Gourpada Saha, became the absolute, recorded and rightful owner of **ALL THAT** piece or parcel of Shali land measuring an area 02 (two) Cottahs a little more or less lying and situated at Mouza - Bhatenda, J.L. No.28, Sabek Touzi No.2998, Hal Touzi No. 10, Re.Sa. No.50, comprised in C.S Khatian No.203, R.S Khatian No. 189, L.R Khatian No. 4145, under C.S. Dag No.504, R.S & L.R Dag No. 542/806, within local limits of A.D.S.R.O., Rajarhat, Newtown (formerly Bidhannagar, Salt lake City), under P.S.- Rajarhat, within Rajarhat Bishnupur 1 No. Gram Panchayet, District- North 24 Parganas which is morefully and particularly described in the First Schedule hereunder written.

- (g) Electrical installations, electric meters space and all electrical facilities in common places. (excluding only those are installed within the exclusive area in any flat).
- (h) Water pump, water supply, water pipe (in outer side) septic tank, and other common plumbing installations (save and except only those are within the exclusive area in any flat).
- (i) Outer side wall and ultimate roof only for use of the building.
- (j) All other common space and areas of the land and building which are necessary for common areas of flat owners.
- (k) Main entrance of the building.
- (l) Ownership of the roof shall remain same as per the agreement by and between the Landowner and Developer.
- (m) Common lift of the building.

#### RESTRICTION

- 33. The Landowner allocation in the proposed building shall be subject to the same restrictions and sue so far applications applicable to the Developer allocation in the building intended for common benefits of all occupiers of the building.
- 34. Neither party shall use nbr permit the area of the respective allocations in the building nor any portion thereof for carrying of any obnoxious, illegal and immoral trade or activity or use thereof for any purpose which may cause any hazard to the other occupiers of the building and/or the neighboring people.
- 35. Both parties shall abide by laws, bye-laws, rules and regulations of the Government, Statutory bodies and/or local bodies as the case may be and shall attend to answer and the

responsibility for any division, violation and/or breach of any of the laws, bye-laws and regulations.

36. The name of the project shall be "BOSE DREAM SUNRISE".
37. Court of jurisdiction over the property shall have jurisdiction to enter by try all actions, suits, proceedings arising out of this agreement shall be at Barasat, North 24 Parganas.
38. However if any disputes and differences between the parties arises out of the meaning, construction or their respective rights and liabilities as per this agreement shall be adjudicated by reference to the arbitration of two independent Arbitrators, one to be appointed by each of the parties, who shall act as joint Arbitrators, and they shall jointly appoint an Umpire. All Arbitrators will act in terms of The Arbitration and Conciliation Act 1996.

**FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO**  
**(Said Land)**

ALL THAT piece or parcel of Shali land measuring an area 02 (two) Cottahs a little more or less lying and situated at Mouza - Bhatenda, J.L. No.28, Sabek Touzi No.2998, Hal Touzi No. 10, Re.Sa. No.50, comprised in C.S Khatian No.203, R.S Khatian No. 189, L.R Khatian No. 4145, under C.S. Dag No.504, R.S & L.R Dag No. 542/806, within local limits of A.D.S.R.O., Rajarhat, Newtown (formerly Bidhannagar, Salt lake City), under P.S.- Rajarhat, within Rajarhat Bishnupur 1 No. Gram Panchayet, District- North 24 Parganas, which is butted and bounded as follows :-

- ON THE NORTH** : Part of R.S. & L.R Dag No.542/806 (Plot No. D).
- ON THE SOUTH** : Part of R.S. & L.R Dag No.542/806 (Plot No. F).



ON THE EAST	:	12 ft. wide common passage.
ON THE WEST	:	R.S. & L.R Dag No.542 & 543.

**SECOND SCHEDULE OF THE PROPERTY ABOVE REFERRED TO  
LAND OWNER'S ALLOCATION**

The Landowner herein SMT. MUKTI SAHA, wife of Sri Gourpada Saha, shall be entitled to get 1 number of 2BHK residential Flat measuring about 700 Sq.ft (super built up area), in Block - C, Being Flat No. A, on the Fourth Floor of his above First Schedule of Land of the proposed multi storied building together with undivided and impartible proportionate share, interest including the facilities of enjoyment the right of all common facilities and common area of the building and also entitled to get a sum of Rs.17,00,000/- (Rupees Seventeen Lacs) only as forfeit/non-refundable money from the Developer. The said forfeit/non-refundable money will get in the following manners:

- a) Will get Rs. 2,00,000/- (Rupees Two Lacs) only at the time of registration of Development Agreement and Development Power of Attorney.
- b) Will get Rs. 15,00,000/- (Rupees Fifteen Lacs) only within 3 years from the date of registration of Development Agreement and Development Power of Attorney by 6 (six) installments.

**THIRD SCHEDULE OF THE PROPERTY ABOVE REFERRED TO  
DEVELOPER ALLOCATION**

The Developer shall be entitled to get rest/remaining portion i.e Flats, Shops, Car Parking, Garage, Godown etc. of the said proposed multi storied building after giving Landowner's Allocation (fully described in the Second Schedule above) **TOGETHER WITH** undivided proportionate share in the land and common area and facilities save and except the Land owner's allocation as mentioned

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2019, Page from 163503 to 163544  
being No 152304254 for the year 2019.



*Basak*

Digitally signed by SANJOY BASAK  
Date: 2019.04.16 14:06:46 +05:30  
Reason: Digital Signing of Deed.

(Sanjoy Basak) 16-04-2019 2:06:03 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
West Bengal.

(This document is digitally signed.)