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NO-001

D-05370/16



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

V 918328

17/5/16
 20/6/5496


DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this 17th day of May,

Two Thousand and Sixteen (2016) of the Christian era

BY AND BETWEEN

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.


 Additional District Sub-Registrar
 Rajshahi, New Town, North 24-Pgs.

17 MAY 2016

22964

27 APR 2016

27 APR 2016

No.
NAME.....
ADD.....
RS.....
27 APR 2016
S. CHATTERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kol-1

27 APR 2016
C. C. COURT
CALCUTTA



Additional District Sub-Registrar,
Rajerhat, New Town, North 24 P.W.D.


17 MAY 2016

(1) **SRI SANJIT SADHUKHAN**, PAN- BCJPS3748B, (2) **SRI BISWANATH SADHUKHAN**, PAN- AMPPS8482D, (3) **SRI SHIBNATH SADHUKHAN**, PAN- BCJPS3749A, (4) **SRI RANJIT SADHUKHAN**, PAN- BWFPS0053M, all are sons of Late Jagannath Sadhukhan, by faith- Hindu, by Nationality - Indian, by Occupation - Business all are residing at Bhatenda (East), P.O. & P.S - Rajarhat, District- North 24 Parganas, Kolkata - 700 135 (5) **SMT. ANUVA SADHUKHAN**, wife of Sri Kashinath Sadhukhan, by faith- Hindu, by Nationality- Indian, by Occupation- Housewife, residing at Village- Basudebpur, P.O- Baripur, P.S- Sakrail, District- Howrah, Pin- 711304, (6) **SMT. KABITA DATTA**, wife of Sri Tapan Kumar Datta, PAN- AVXPD0123D, by faith- Hindu, by Nationality- Indian, by Occupation- Housewife, residing at Village- Jagadishpur, P.O & P.S- Rajarhat, District- North 24 Parganas, Kolkata- 700135, (7) **SMT. RANU SADHUKHAN**, wife of Late Nemai Sadhukhan, by faith- Hindu, by Nationality- Indian, by Occupation- Housewife, residing at Village- Mirhati, P.O & P.S- Amdanga, District- North 24 Parganas, Pin- 743248 (8) **SMT. RANJU SADHUKHAN**, wife of Sri Kajal Sadhukhan, PAN-DBVPS1287N, by faith- Hindu, by Nationality- Indian, by Occupation- Housewife, residing at Village- Nibadui, P.O & P.S - Duttapukur, District- North 24 Parganas, Pin- 743248 and (9) **SMT. SUPARNA PAL**, wife of Sri Anil Pal, PAN- BIEPP3072J, by faith- Hindu, by Nationality-

Indian, by Occupation- Housewife, residing at 30, Parri Mohan Sarkar Lane, P.O- Beadon Street, P.S- Battala, Kolkata- 700006 hereinafter jointly called and referred to as the "LANDOWNERS"/"VENDORS" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their 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**, 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 Phonindra Nath Bhar, son of Late Antolesh Bhar was the owner of **ALL THAT** piece and parcel of Bastu land measuring about 10.10 Decimals equivalent to 6 (six) Cottahs 03 (three) Chittacks more or less lying and situated at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, C.S Khatian No. 81, R.S Khatian No. 112, and C.S Dag No. 505, R.S/L.R Dag No. 545, Pargana - Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Cossipure DumDum, in the District of 24 Parganas from Taramoni Pal by virtue of registered Suf Bickroy Kobala Dalil dated on 17/04/1968, registrar at A.D.S.R office at Cossipure DumDum and recorded in Book No. 1, Volume No. 50, Pages from 127 to 130, Being No. 3175 for the year 1968.

AND WHEREAS while seized and possessed of the aforesaid land said Phonindra Nath Bhar, son of Late Antolesh Bhar sold, transferred and conveyed **ALL THAT** piece and parcel of Bastu land measuring about 10.10 Decimals equivalent to 6 (six) Cottahs 03 (three) Chittacks more or less together with one storied building measuring about 1000 Sq.ft. more or less lying and situated at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, C.S Khatian No. 81, R.S Khatian No. 112, and C.S Dag No. 505, R.S/L.R Dag No. 545, Pargana - Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat

Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Cossipure DumDum, in the District of 24 Parganas to 1) Smt. Lakshimimani Sadhukhan @ Lakshmirani Sadhukhan, wife of Jagannath Sadhukhan and 2) Jagannath Sadhukhan, son of Late Bamacharan Sadhukhan, by virtue of registered Suf Bickroy Kobala Dalil dated on 06/08/1980, registrar at A.D.S.R office at Cossipure DumDum and recorded in Book No. 1, Volume No. 106, Pages from 145 to 149, Being No. 6234 for the year 1980.

AND WHEREAS by virtue of the aforesaid Suf Bickroy Kobala Dalil dated 06/08/1980 said 1) **SMT. LAKSHMIMANI SADHUKHAN @ LAKSHMIRANI SADHUKHAN**, wife of Jagannath Sadhukhan and 2) **JAGANNATH SADHUKHAN**, son of Late Bamacharan Sadhukhan became the absolute undivided owners of **ALL THAT** piece and parcel of Bastu land measuring about 10.10 Decimals equivalent to 6 (six) Cottahs 03 (three) Chittacks more or less together with one storied building measuring about 1000 Sq.ft. more or less lying and situated at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, C.S Khatian No. 81, R.S Khatian No. 112, and C.S Dag No. 505, R.S/L.R Dag No. 545, Pargana - Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram

Panchayet, A.D.S.R office at Cossipure DumDum, in the District of 24 Parganas.

AND WHEREAS while seized and possessed of the aforesaid land said 1) **SMT. LAKSHMIMANI SADHUKHAN @ LAKSHMIRANI SADHUKHAN** and 2) **JAGANNATH SADHUKHAN** died on 23.01.1999 and 14.12.1980 respectively leaving behind their four sons and five daughters namely (1) **SRI SANJIT SADHUKHAN**, (2) **SRI BISWANATH SADHUKHAN**, (3) **SRI SHIBNATH SADHUKHAN**, (4) **SRI RANJIT SADHUKHAN**, (5) **SMT. ANUVA SADHUKHAN**, (6) **SMT. KABITA DATTA**, (7) **SMT. RANU SADHUKHAN**, (8) **SMT. RANJU SADHUKHAN** and (9) **SMT. SUPARNA PAL** as legal heirs and successors of the Hindu Succession Act, 1956 (As amended up-to date).

AND WHEREAS by virtue of inheritance of **Smt. Lakshimimani Sadhukhan @ Lakshmirani Sadhukhan** and **Jagannath Sadhukhan**, their legal heirs namely (1) **SRI SANJIT SADHUKHAN**, (2) **SRI BISWANATH SADHUKHAN**, (3) **SRI SHIBNATH SADHUKHAN**, (4) **SRI RANJIT SADHUKHAN**, (5) **SMT. ANUVA SADHUKHAN**, (6) **SMT. KABITA DATTA**, (7) **SMT. RANU SADHUKHAN**, (8) **SMT. RANJU SADHUKHAN** and (9) **SMT. SUPARNA PAL** respectively, the present Vendors herein became the

undivided joint owners of **ALL THAT** piece and parcel of Bastu land measuring about 10.10 Decimals equivalent to 6 (six) Cottahs 03 (three) Chittacks more or less together with one storied building measuring about 1000 Sq.ft. more or less lying and situated at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, C.S Khatian No. 81, R.S Khatian No. 112, and C.S Dag No. 505, R.S/L.R Dag No. 545, Pargana - Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Rajarhat, Newtown, in the District North of 24 Parganas.

AND WHEREAS while seized and possessed of the aforesaid land with building the present vendors herein apply for Mutation before the B.L. & L.R.O Rajarhat and got L.R Khatian No. 483, 597, 692, 720, 2979, 2981, 2984, 2986, 2987 respectively and paying tax and khajna regularly.

AND WHEREAS by virtue of the aforesaid the present vendors herein namely (1) **SRI SANJIT SADHUKHAN**, (2) **SRI BISWANATH SADHUKHAN**, (3) **SRI SHIBNATH SADHUKHAN**, (4) **SRI RANJIT SADHUKHAN**, (5) **SMT. ANUVA SADHUKHAN**, (6) **SMT. KABITA DATTA**, (7) **SMT. RANU SADHUKHAN**, (8) **SMT. RANJU SADHUKHAN** and (9) **SMT. SUPARNA PAL** became the absolute, rightful and recorded joint undivided owners of **ALL THAT** piece

and parcel of Bastu land measuring about 10.10 Decimals equivalent to 6 (six) Cottahs 03 (three) Chittacks more or less together with one storied building measuring about 1000 sq.ft more or less lying and situated at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, C.S Khatian No. 81, R.S Khatian No. 112, L.R Khatian No. 483, 597, 692, 720, 2979, 2981, 2984, 2986, 2987 and C.S Dag No. 505, R.S/L.R Dag No. 545, Pargana - Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Rajarhat, Newtown, in the District of North 24 Parganas which is morefully and particularly described in the First Schedule hereunder.

AND WHEREAS the Landowner No. 1, Sri Sanjit Sadhukhan herein had purchased a single land adjacent to the First Schedule land herein of **ALL THAT** piece and parcel of Bastu land measuring about 4.90 Decimals equivalent to 2 (two) Cottahs 15 (fifteen) Chittacks 19 (nineteen) Sq.ft. more or less alongwith other land in other Dags lying and situated at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, C.S Khatian No. 81, R.S Khatian No. 112, and C.S Dag No. 505, R.S/L.R Dag No. 545, Pargana - Kalikata, within the jurisdiction of Rajarhat Police Station and A.D.S.R office at Cossipur, DumDum, in the District of 24 Parganas from one Sri Phonindra Nath Bhar, son of Late Asutosh Bhar by way of a registered Suf Bickroy Kobala Dalil, dated 30/05/1979 registered at

A.D.S.R office Cossipur, DumDum and recorded in Book No. 1, Volume No. 69, Pages from 195 to 198, Being No. 4003 for the year 1979.

AND WHEREAS by virtue of the said registered Suf Bickroy Kobala Dallil dated 30/05/1979 said Sri Sanjit Sadhukhan became the owner of **ALL THAT** piece and parcel of Bastu land measuring about 4.90 Decimals equivalent to 2 (two) Cottahs 15 (fifteen) Chittacks 19 (nineteen) Sq.ft. more or less alongwith other land in other Dags lying and situated at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, C.S Khatian No. 81, R.S Khatian No. 112, and C.S Dag No. 505, R.S/L.R Dag No. 545, Pargana - Kalikata, within the jurisdiction of Rajarhat Police Station and A.D.S.R office at Cossipur, DumDum, in the District of 24 Parganas and he mutated his name before the B.L & L.R Office at Rajarhat and got L.R Khatian No. 720 and he constructed a tiles shed structure measuring about 500 Sq.ft more or less of the said land.

AND WHEREAS by virtue of the aforesaid said Sri Sanjit Sadhukhan, Landowner No. 1 herein became the absolute, rightful and recorded owner of **ALL THAT** piece and parcel of Bastu land measuring about 4.90 Decimals equivalent to 2 (two) Cottahs 15 (fifteen) Chittacks 19 (nineteen) Sq.ft. more or less alongwith other land in other Dags together with 500 Sq.ft more or less tiles shed structure lying and situated at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, C.S Khatian No. 81, R.S Khatian No. 112,

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
(Inherited Land)

ALL THAT piece and parcel of Bastu land measuring about 10.10 Decimals equivalent to 6 (six) Cottahs 03 (three) Chittacks more or less together with one storied building measuring about

000 sq.ft more or less lying and situated at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, C.S Khatian No. 81, R.S Khatian No. 112, L.R Khatian No. 483, 597, 692, 720, 2979, 2981, 2984, 2986, 2987 and C.S Dag No. 505, R.S/L.R Dag No. 545, Pargana - Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Rajarhat, Newtown, in the District of North 24 Parganas. The said land butted and bounded as follows:-

ON THE NORTH : Part of R.S/L.R Dag No. 545.

ON THE SOUTH : R.S/L.R Dag No. 552.

ON THE EAST : Part of R.S/L.R Dag No. 545.

ON THE WEST : 24 ft. wide Panchayet Road.

SECOND SCHEDULE OF THE PROPERTY ABOVE REFERRED TO
(Purchased Land of Sanjit Sadhukhan)

ALL THAT piece and parcel of Bastu land measuring about 4.90 Decimals equivalent to 2 (two) Cottahs 15 (fifteen) Chittacks 19 (nineteen) Sq.ft. more or less alongwith other land in other Dags together with 500 Sq.ft more or less tiles shed structure lying and situated at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, C.S Khatian No. 81, R.S Khatian No. 112, L.R Khatian No. 720, and C.S Dag No. 505, R.S/L.R Dag No. 545, Pargana - Kalikata, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram Panchayet, Police Station- Rajarhat and A.D.S.R office at Rajarhat,

Newtown, in the District of North 24 Parganas. The said land butted and bounded as follows:-

- ON THE NORTH** : R.S/L.R Dag No. 544.
- ON THE SOUTH** : Part of R.S/L.R Dag No. 545.
- ON THE EAST** : R.S/L.R Dag No. 542 & 546.
- ON THE WEST** : 24 ft. wide Panchayet Road.

THIRD SCHEDULE OF THE PROPERTY ABOVE REFERRED TO
(TOTAL LAND)

ALL THAT piece and parcel of Bastu land measuring about 15 Decimals equivalent to 9 (nine) Cottahs 02 (two) Chittacks 19 (nineteen) Sq.ft more or less together with one storied building measuring about 1500 sq.ft more or less lying and situated at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, C.S Khatian No. 81, R.S Khatian No. 112, L.R Khatian No. 483, 597, 692, 720, 2979, 2981, 2984, 2986, 2987 and C.S Dag No. 505, R.S/L.R Dag No. 545, Pargana - Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Rajarhat, Newtown, in the District of North 24 Parganas. The said land butted and bounded as follows:-

- ON THE NORTH** : R.S/L.R Dag No. 544.
- ON THE SOUTH** : R.S/L.R Dag No. 552.
- ON THE EAST** : R.S/L.R Dag No. 542 & 546.
- ON THE WEST** : 24 ft. wide Panchayet Road.

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

- i) (1) SRI SANJIT SADHUKHAN, (2) SRI BISWANATH SADHUKHAN, (3) SRI SHIBNATH SADHUKHAN, (4) SRI RANJIT SADHUKHAN, (5) SMT. ANUVA SADHUKHAN, (6) SMT. KABITA DATTA, (7) SMT. RANU SADHUKHAN, (8) SMT. RANJU SADHUKHAN and (9) SMT. SUPARNA PAL, the Landowners herein shall be entitled to get **39% (thirty nine percent)** share of construction area of their above First Schedule of Land of the proposed Multistoried 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 which is morefully and particularly mentioned in the Third Schedule hereunder and also entitled to get a sum of **Rs.18,00,000/- (Rupees Eighteen Lacs) only as Refundable/Adjustable** money from the Developer. The said adjustable money will get in the following manners:
- a) Already get **Rs. 9,00,000/- (Rupees Nine Lacs)** only before the signing of this Development Agreement.
 - b) Will get **Rs. 5,00,000/- (Rupees Five Lacs)** only within Three months from the date of registration of Development Agreement and Development Power of Attorney.

c) Will get **Rs. 4,00,000/- (Rupees Four Lacs)** only at the time of first floor roof casting.

ii) **SRI SANJIT SADHUKHAN**, the Landowner No. 1 herein shall be entitled to get **39% (thirty nine percent)** share of construction area of his above Second Schedule of Land of the proposed Multistoried 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 which is morefully and particularly mentioned in the Third Schedule hereunder and also entitled to get a sum of **Rs.4,00,000/- (Rupees Four Lacs) only** as **Refundable/Adjustable** money from the Developer. The said adjustable money will get in the following manners:

a) Will get **Rs. 1,00,000/- (Rupees One Lacs)** only at the time of signing of this Development Agreement.

b) Will get **Rs. 1,00,000/- (Rupees One Lacs)** only within Three months from the date of registration of Development Agreement and Development Power of Attorney,

c) Will get **Rs. 2,00,000/- (Rupees Two Lacs)** only at the time of first floor roof casting.

iii) The Landowners/Vendors No. **1 to 4** herein will get total of **Rs. 12,000/- (Twelve Thousand)** only per month for the

purpose of shifting for accommodation near the project side. The said shifting will be applicable after at the time of demolishing the building with vacant possession of the said above Third schedule land till the getting possession of the Landowners/Vendors allocation.

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

- i) The Developer shall be entitled to get rest/remaining portion of the building i.e **61% (sixty one percent)** construction area in the said Multistoried building and the said land fully described in the Third Schedule **TOGETHER WITH** undivided proportionate share in the land and common area and facilities save and except the Land owner's allocation as mentioned in the Fourth Schedule above referred to upto construction of Multistoried building.
- ii) The Developer will get all the materials of the said old structure after demolition of the said building, all trees of the above Third Schedule Land and for that purpose the Developer will pay Rs. **2,50,000/- (Rupees Two Lacs Fifty Thousand)** only to the Landowners herein.

**SIXTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATION)**

1. No of the flats : Not Yet Settled
2. No. of floors : (G+IV) storied.

General

: The building shall be RCC framed structure as per design of our Architect.

4. Brick work

a) all external brick work will be generally 3" inches thick with No.1 good quality brick in Cement and mortar (1:6).

b) All internal partition walls shall be 5"/3" with approved quality in sand and cement mortar (4:1).

c) Height of all rooms in each flat should be 9 ft. Between RCC slab as per Sanction authorities rules and regulation.

5. Flooring

a) All bed rooms, living/ Dining, verandah, kitchen, Toilet, passage floor will be 2'x2' Vitrified tiles.

b) The skirting will be 4" high.

of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2016, Page from 170421 to 170480
being No 152305370 for the year 2016.



Dhar

Digitally signed by DEBASISH DHAR
Date: 2016.05.23 17:08:49 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 23-05-2016 17:08:49
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

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(This document is digitally signed.)