

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

88AA 880163

Handwritten notes: 43/55/15, 224/2015, Koll. Registrar, Insurance, Kolkata, 11.3.15

Handwritten number: 8557500



Certified that the documents in relation to Registration... are the part of this Collection.

Signature of Additional Registrar of Assurances, A. Saha.

DEVELOPMENT AGREEMENT

- 1. Date: 11th March, 2015
- 2. Place: Kolkata
- 3. Parties:
 - 3.1 Debabrata Saha, son of Late Madhabendu Saha, residing at 102/3 Beniatola Street, Police Station Jorabagan, Kolkata 700005 [PAN DCHPS0958H]
 - 3.2 Sakuntala Saha, wife of Subrata Saha, residing at 102/3 Beniatola Street, Police Station Jorabagan, Kolkata 700005 [PAN COWPS7588K]

Handwritten signature: A. Saha, Sakuntala Saha

- 3.3 Subrata Saha, son of Late Madhabendu Saha, residing at 102/3 Beniatola Street, Police Station Jorabagan, Kolkata 700005 [PAN DMAPS3763B]
- 3.4 Sudip Saha, son of Late Dilip Kumar Saha, residing at 102/3 Beniatola Street, Police Station Jorabagan, Kolkata 700005 [PAN BLTPS8235G]
(collectively Owners, which shall include any successors-in-interest)

And

- 3.5 Red Square Realty, a registered partnership firm having its office at Flat No. 2B, 2nd floor, Santosh Enclave, 14 Chinar Park, Police Station Baguihati, Kolkata 700157 [PAN AARFR7868L], being represented by its partners (1) Samaresh Das, son of Gour Das, residing at AL 62 Sector II, Salt Lake, Kolkata 700091, Police Station Bidhan Nagar [PAN AKEPD2394L] (2) Tanushree Nandan, daughter of Late Asim Kumar Nandan, residing at Flat No. D13, 1, NBCC Vibgyor Towers, Plot No. CE-2, New Town, 24 Parganas (North), Police Station New Town, Pin 700156 [PAN AERPN3286J] and (3) Tuhin Podder, son of Late Krishna Chandra Podder, residing at 1246, Bhatrapally, Barasat, District North 24 Parganas, Pin 700126, Police Station Barasat [PAN AKVPP1794R]
(Developer, which shall include any successors-in-interest and/or assigns)

The Owners and the Developer are hereinafter individually referred to as a Party and collectively, as 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 is with regard to the development (in the manner specified in this Agreement) of *bagan* land (1) measuring 2 (two) *cottah* and 34 (thirty four) square feet, more or less, comprised in R.S/L.R. *Dag* No. 370, recorded in L.R. *Khatian* 1484, *Mouza* Dasadrone, J.L No. 4, within the limits of Rajarhat-Gopalpur Municipality, Police Station Baguihati (formerly Rajarhat), District North 24 Parganas, more fully described in Part I of the 1st Schedule attached hereto (First Property) and (2) measuring 2 (two) *cottah* 7 (seven) *chittack* and 34 (thirty four) square feet, more or less, comprised in R.S/L.R. *Dag* No.370, recorded in L.R. *Khatian* No. 1482, *Mouza* Dasadrone, J.L No. 4, being Holding No. R-G-M 4/372, Block B, Dasadrone, Kolkata 700136, within the limits of Ward No.7 of Rajarhat-Gopalpur Municipality, Police Station Baguihati (formerly Rajarhat), District North 24 Parganas, more fully described in Part II of the 1st Schedule attached hereto (Second Property) and (3) measuring 2 (two) *cottah* 7 (seven) *chittack* and 32 (thirty two) square feet, more or less, comprised in R.S/L.R. *Dag* No.370, recorded in L.R. *Khatian* No. 1483, *Mouza* Dasadrone, J.L No. 4, being Holding No. R-G-M 4/374, Block B, Dasadrone, Kolkata 700136, within the limits of Ward No.7 of Rajarhat-Gopalpur Municipality, Police Station Baguihati (formerly Rajarhat), District North 24 Parganas, more fully described in Part III of the 1st Schedule attached hereto (Third Property) and (4) measuring 2 (two) *cottah* 7 (seven) *chittack* and 41 (forty) square feet, more or less, comprised in R.S/L.R. *Dag* No.370, recorded in L.R. *Khatian* No. 1511, *Mouza* Dasadrone, J.L No. 4, being Holding No. R-G-M 4/429, Block B, Dasadrone, Kolkata -700136, within the limits of Ward No. 7 (formerly 4) of Rajarhat-Gopalpur Municipality,

Police Station Baguihati (formerly Rajarhat), District North 24 Parganas, more fully described in Part IV of the 1st Schedule attached hereto (Fourth Property), aggregating to land measuring 9 (nine) *cottah* 8 (eight) *chittack* and 6 (six) square feet, more or less. The First Property, the Second Property, the Third Property and the Fourth Property, hereinafter collectively referred to as the "Said Property", more fully described in the 2nd Schedule attached hereto, shall be developed by the Developer by construction of a ready-to-use new residential multi-storied building on the Said Property (New Buildings).

- 4.2 Allocation and Demarcation of Respective Entitlements: Allocation and demarcation of the respective entitlements of the Owners and the Developer in the New Buildings to be constructed on the Said Property.
5. Representations, Warranties and Background:
- 5.1 Owners' Representations: The Owners have represented, warranted and covenant to the Developer as follows:
- 5.1.1 Purchase by Owner No. 3.1: By a Deed of Sale in Bengali language (*Kobala*) dated 22nd June, 1984, registered in the Office of the Sub-Registrar, Bidhannagar (Salt Lake City), recorded in Book No. I, Volume No. 36F, at Pages 311 to 320, being Deed No. 03387 for the year 1984, the Owner No. 3.1 purchased *bagan* land measuring 2 (two) *cottah* and 34 (thirty four) square feet, more or less, comprised in R.S. *Dag* No. 370, recorded in R.S. *Khatian* No. 175, *Mouza* Dasadrone, J.L No. 4, Re Sa No. 150, *Touzi* No. 2998, demarcated as Plot No. "4", District North 24 Parganas (Bhutnath's First Land) from Bhutnath Dutta, for the consideration mentioned therein.
- 5.1.2 Mutation by Owner No. 3.1: The Owner No. 3.1 duly got his name recorded in the records of the Land Revenue Settlement vide L.R. *Khatian* No. 1484 with respect to Bhutnath's First Land. Bhutnath's First Land is the First Property herein.
- 5.1.3 Ownership of First Property: In the abovementioned circumstances, the Owner No.3.1 has become the sole and absolute owner of the First Property.
- 5.1.4 Purchase by Owner No. 3.2: By a Deed of Sale in Bengali Language (*Kobala*) dated 22nd June, 1984 registered in the Office of the Sub-Registrar, Bidhannagar (Salt Lake City) recorded in Book No. I, Volume No. 36F, at Pages 301 to 310, being Deed No. 3386, for the year 1984, Shakuntala Saha, purchased land measuring 2 (two) *cottah* 7 (seven) *chittack*, and 34 (thirty four) square feet, more or less, comprised in R.S. *Dag* No. 370, recorded in R.S. *Khatian* No. 175, *Mouza* Dasadrone, J.L No. 4, Re Sa No. 150, *Touzi* No. 2998, demarcated as Plot No. 1, District North 24 Parganas (Bhutnath's Second Land) from Bhutnath Dutta, for the consideration mentioned therein.
- 5.1.5 Mutation by Owner No. 3.2: The Owner No.3.2 duly got her name recorded in the records of the Land Revenue Settlement vide L.R. *Khatian* No.1482 and in the Rajarhat-Gopalpur Municipality vide Holding No. R-G-M 4/372, Block B. Dasadrone, Kolkata 700159, under Ward No. 7 (new), with respect to Bhutnath's Second Land. Bhutnath's Second Land is the Second Property herein.
- 5.1.6 Ownership of Second Property: In the abovementioned circumstances, the Owner No.3.2 has become the sole and absolute owner of the Second Property.

- 5.1.7 Purchase by Owner No. 3.3: By a Deed of Sale in Bengali language (*Kobala*) dated 27th February, 1984 registered in the Office of the Sub-Registrar, Bidhannagar (Salt Lake City) recorded in Book No. I, Volume No. 12, at Pages 92 to 101, being Deed No. 372, for the year 1984, the Owner No. 3.3 purchased *bagan* land measuring 2 (two) *cottah* 7 (seven) *chittack*, and 32 (thirty two) square feet, more or less, comprised in R.S. *Dag* No. 370, recorded in R.S. *Khatian* No. 175, *Mouza* Dasadrone, J.L No. 4, Re Sa No. 150, *Touzi* No. 2998, demarcated as Plot No. 3, District North 24 Parganas (Bhutnath's Third Land) from Bhutnath Dutta, for the consideration mentioned therein.
- 5.1.8 Mutation by Owner No. 3.3: The Owner No. 3.3 duly got his name recorded in the records of the Land Revenue Settlement vide L.R. *Khatian* No.1483 and in the Rajarhat-Gopalpur Municipality vide Holding No. R-G-M 4/374, Block B, Dasadrone, Kolkata 700159, under Ward No. 7 (new), with respect to Bhutnath's Third Land. Bhutnath's Third Land is the Third Property herein.
- 5.1.9 Ownership of Third Property: In the abovementioned circumstances the Owner No.3.3 has become the sole and absolute owner of the Third Property.
- 5.1.10 Purchase by Dilip Kumar Saha: By a Deed of Sale in Bengali Language (*Kobala*) dated 27th February, 1984 registered in the Office of the Sub-Registrar, Bidhannagar (Salt Lake City) recorded in Book No. I, Volume No. 12, at Pages 111 to 120, being Deed No. 329 for the year 1984, Dilip Kumar Saha purchased *bagan* land measuring 2 (two) *cottah* 7 (seven) *chittack* and 41 (forty one) square feet, more or less, comprised in R.S. *Dag* No. 370, recorded in R.S. *Khatian* No. 175, *Mouza* Dasadrone, J.L No. 4, Re Sa No. 150, *Touzi* No. 2998, demarcated as Plot No. 2, District North 24 Parganas (Bhutnath's Fourth Land) from Bhutnath Dutta, for the consideration mentioned therein.
- 5.1.11 Mutation by Dilip Kumar Saha: Dilip Kumar Saha got his name duly recorded in the records of the Land Revenue Settlement vide L.R. *Khatian* No.1511 with respect to Bhutnath's Fourth Land.
- 5.1.12 Demise of Dilip Kumar Saha: Dilip Kumar Saha, a Hindu governed by the *Dayabhaga* School of Hindu Law, died *intestate*, leaving behind him surviving his wife Putul Saha, his son Sudip Saha (the Owner No. 3.4 herein) and his daughter Sutapa Das, as his only legal heir and heireses, who inherited all the right, title and interest of said Late Dilip Kumar Saha in Bhutnath's Fourth Land.
- 5.1.13 Gift to Owner No. 3.4: By a Deed of Gift in Bengali language (*Danpatra*) dated 8th August, 2008, registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City), recorded in Book No. I, CD Volume No. 10, at Pages 3164 to 3178, being Deed No. 10392 for the year 2008, Putul Saha and Sutapa Das, out of their natural love and affection, gifted their share in Bhutnath's Fourth Land to Sudip Saha. Thus Sudip Saha has become the sole and absolute owner of Bhutnath's Fourth Land.
- 5.1.14 Mutation by Owner No. 3.4: The Owner No.3.4 duly got his name recorded in the records of the Rajarhat-Gopalpur Municipality vide Holding No. R-G-M 4/429, Block B, Dasadrone, Kolkata 700159, under Ward No. 7 (new), with respect to Bhutnath's Fourth Land. Bhutnath's Fourth Land is the Fourth Property herein.
- 5.1.15 Ownership of Fourth Property: In the abovementioned circumstances, the Owner No.3.4 has become the sole and absolute owner of the Fourth Property.