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Certified that the document is admitted to registration. The signature sheet / sheets and the endorsement sheet / sheets attached to this document are the part of this document.

Registrar U/S 7(2)
District Sub Registrar-II
North 24 Parganas, Baranagar

29 JUL 2022

-: DEVELOPMENT AGREEMENT:-

THIS DEVELOPMENT AGREEMENT is made on this 29th day of **JULY, 2022** (Two Thousand Twenty Two) A.D.

BETWEEN

1) **SMT. SUNANDA MONDAL** (PAN - **AUVPM7332G**, AADHAAR Card No. - **439214064123**, Voter I.D. Card No. - **WB/20/091/558140**), Wife of Shri Rudrasa Mondol, by Occupation - House Wife, residing at - R.C. 1/3, Raghunathpur, P.O. - Raghunathpur, P.S. - Baguiati, Kolkata - 700059 and 2) **SHRI SOUMEN MONDAL** (PAN - **APFPM8787A**, AADHAAR Card No. - **628195141441**, Voter I.D. Card No. - **GGC2950251**), Son of Shri Santosh Kumar Mondal, by Occupation - Business, residing at - Reckjoani, P.O. and P.S. - Rajarhat, Kolkata - 700135, both are by Nationality - Indian, by Faith - Hindu, hereinafter the above referred persons named earlier will be jointly and collectively called and referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the context mean and exclude their respective heirs, successors, executors, administrators legal representatives and assigns) **FIRST PART.**

AND

"SUBIKAS REALITY", a **PROPRIETORSHIP** firm, having its registered office at - "Kusum Apartment", Flat No. - '4C', Block - 'A', Palpara Reckjoani, P.O. and P.S. - Rajarhat, District - North 24 Parganas, Kolkata - 700135, represented by its sole **Proprietor - MD MAQBOOL HASSAN** (PAN - **AEOPH4766E**, AADHAAR Card No. - **251401584513**, Voter I.D. Card No. - **CHK2599686**), ^{DRIVING LICENSE (WB-15200913978)} Son of Mohammad Ahassan Ali, residing at - "Kusum Apartment", Flat No. - '4C', Block - 'A', Palpara Reckjoani, P.O. and P.S. - Rajarhat, District - North 24 Parganas, Kolkata - 700135, by Faith - Islam, by Occupation - Business, by Nationality - Indian, hereinafter the above referred person named earlier will be called and referred to as the **"DEVELOPER"** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and to include its Proprietor for the time being and the heirs and successors in its office etc.) of the **SECOND PART.**

WHEREAS one Narayan Chandra Halder purchased ALL THAT piece and parcel of more or less 1 Cottah 12 Chittaks of land in C.S. Dag No. 1002, Hal R.S. Dag No. 1058 and ALL THAT piece and parcel of more or less 2 Cottahs 4 Chittaks of land in C.S. Dag No. 1686, Hal R.S. Dag No. 1054 at MOUZA - RECKJOANI, P.S. - Rajarhat, District - North 24 Parganas, by virtue of Kobala Deed dated 14/12/1982 from Motilal Dutta and the said Deed was duly registered S.R. Cossipore Dum Dum and entered in Book No. I, Volume No. 432, pages from 8 to 17, Being No. 11655 for the year 1982 and again said Narayan Chandra Halder purchased ALL THAT piece and parcel of more or less 2 Cottahs 8 Chittacks of land in C.S. Dag No. 1002, Hal R.S. Dag No. 1058 at MOUZA - RECKJOANI, P.S. - Rajarhat, District - North 24 Parganas, by virtue of Kobala Deed dated 14/12/1984 from Motilal Dutta and the said deed was duly registered in the office of ADSR Bidhannagar (Salt Lake City) and entered in Book No. I, Volume No. 113, Pages from 193 to 210, Being No. 7033 for the year 1984.

AND WHEREAS in this way the said Narayan Chandra Halder was the original owner and possessor of ALL THAT piece and parcel of more or less 2 Cottahs 4 Chittaks of land in R.S. Dag No. 1054 and 4 Cottahs 4 Chittaks of land in R.S. Dag No. 1058 in gross 6 Cottahs 8 Chittaks of land in two Dags.

AND WHEREAS the said Narayan Chandra Halder while in enjoy and possess the aforesaid land sold ALL THAT piece and parcel of more or less 2 Cottahs 4 Chittaks of land in R.S. Dag No. 1054 and 2 Cottahs of land out of 4 Cottahs 4 Chittaks of land in R.S. Dag No. 1058 in gross 4 Cottahs 4 Chittaks of land at MOUZA - RECKJOANI, P.S. - Rajarhat, District - North 24 Parganas to Smt. Sunanda Mondal the present Owner No. 1 herein by virtue of Kobala Deed dated 10/10/2002 which was duly registered in the office of ADSR Bidhannagar (Salt Lake City) and entered

in Book No. 1, Volume No. 439, Pages from 279 to 310, Being No. 07859 for the year 2002.

AND WHEREAS while in possession the said Smt. Sunanda Mondal mutated her name before the concern Block Land and Land Reforms Officer Rajarhat under **L.R. Khatian No. 5771** in **L.R. Dag No. 1054** comprising an area of 0.0400 acres of Bastu land and in **L.R. Dag No. 1058** comprising an area of 0.0300 acres of Bastu land and Rajarhat - Bishnupur 1 No Gram Panchayet and North 24- Parganas Zilla Parisad and has been paying taxes regularly.

AND WHEREAS after selling the 2 Cottahs of land out of 4 Cottahs 4 Chittaks of land in R.S. Dag No. 1058 along with some other property to Smt. Sunanda Mondal by virtue of Kobala Deed Being No. 07859/2002 said Narayan Chandra Halder had been enjoy and possess more or less 2 Cottahs 4 Chittaks of land in R.S. Dag No. 1058.

AND WHEREAS one Yosodha Halder, wife of Narayan Chandra Halder purchased ALL THAT piece and parcel of more or less 2 Cottah of land in C.S. Dag No. 1002, Hal R.S. Dag No. 1058 at MOUZA - RECKJOANI, P.S. - Rajarhat, District - North 24 Parganas, by virtue of Kobala Deed dated 14/12/1984 from Motilal Dutta and the said Deed was duly registered ADSR Bidhannagar (Salt Lake City) and entered in Book No. I, Volume No. 114, pages from 41 to 50, Being No. 7065 for the year 1984.

AND WHEREAS said Narayan Chandra Halder and Yosodha Halder jointly had been enjoy and possess more or less 4 Cottahs 4 Chittaks of land in R.S. Dag No. 1058.

AND WHEREAS the said Narayan Chandra Halder while in enjoy and possess the aforesaid more or less 2 Cottahs 4 Chittaks of land in R.S. Dag No. 1058 and Yosodha Halder while in enjoy and possess the

aforesaid more or less 2 Cottahs of land in R.S. Dag No. 1058 sold ALL THAT piece and parcel of more or less 4 Cottahs 4 Chittaks of land in R.S. Dag No. 1058 at MOUZA - RECKJOANI, P.S. - Rajarhat, District - North 24 Parganas to Shri Soumen Mondal the present Owner No. 2 herein by virtue of Kobala Deed dated 10/10/2002 which was duly registered in the office of ADSR Bidhannagar (Salt Lake City) and entered in Book No. 1, Volume No. 440, Pages from 27 to 58, Being No. 07861 for the year 2002.

AND WHEREAS while in possession the said Shri Soumen Mondal mutated her name before the concern Block Land and Land Reforms Officer Rajarhat under **L.R. Khatian No. 5772** in **L.R. Dag No. 1058** comprising an area of 0.0700 acres of Bastu land and Rajarhat - Bishnupur 1 No Gram Panchayet and North 24- Parganas Zilla Parisad and has been paying taxes regularly.

AND WHEREAS that the Land Owners hereof thus upon acquiring the lawful right, bonafide interest, marketable title and peaceful physical possession in respect of their above stated respective plots of land in the manner stated herein before, became its lawful owner's and presently are in physical possession, occupation and enjoyment thereof free from all encumbrances to the exclusion of all other on payment of requisite Panchayat / Statutory rates, rents and taxes there for till date as respective bonafide lawful owner / assessee thereof.

AND WHEREAS the Land Owners hereof as the lawful owners and holders of their respective plots of land which are lying adjacent to each other under the self same R.S. & L.R. Dag/Plot Now, felt and realized that, as the above stated separate plots of land are lying adjoining to each other it would be better, convenient and more beneficial for the common interest of all the landowners to amalgamate their said adjoining plots of land as one single holding so to facilitate and utilize the total area of 8 (eight)

Cottahs 8 (eight) Chittacks of land be the same a little more or less in more gainful manner by constructing there upon a Multi-Storied building in accordance with one sanctioned Building Plan of the concerned Panchayat Authority.

AND WHEREAS in view of the above stated facts and circumstances as Land Owners of their respective adjacent plots of land decided to execute a Deed of Amalgamation with common intent of amalgamating their respective separate land but adjoining plot of land as one single holding and more particularly described in the First Schedule written herein after for the common interest of all of them on the mutually agreed terms and conditions appearing herein after. The said deed was duly registered in the office of ADSR Rajarhat and entered in Book No I, Volume No. 1523-2018, Pages from 466825 to 466844, Being No. 152314055 for the year 2018.

AND WHEREAS the Developer, the party of the Second Part herein, having offered proposal for development of the said plot by construction of a Multi-storied building upon the same land (morefully and particularly described in the **FIRST SCHEDULE** hereunder written) at their own cost in accordance with the building plan to be sanctioned by the Rajarhat-Bishnupur 1 No. Gram Panchayet and North 24 Parganas Zilla Parisad and the owners have agreed to and/or accepted the Developer's proposal inclusive of consideration therefore as contained herein.

AND WHEREAS the Land Owners herein declare that the said property is free from all encumbrance, charges, liens and attachments and there is no notice in existence respecting acquisition or requisition thereof by any Government or Semi Government Authority or statutory or any other authorities, in fact.

AND WHEREAS pursuant to the said proposal of the Developer, the party of the Second Part herein and the Land Owners, the party of the First Part herein have agreed to cause to effect construction of a Multi-storied building upon the aforesaid plot of land for consideration as described hereinafter in details and the Developer, the party of the Second Part hereto has agreed to develop the said plot of land construction a Multi-storied building thereon as per terms and conditions hereinafter written.

AND WHEREAS subsequently the Land Owners herein made contact with one Developer i.e. **DEVELECO REALTORS**, a Partnership firm having its registered office at Reckjoani, Sardarpara, P.O. and P.S. – Rajarhat, Kolkata – 700135, represented by its partners **1) SHRI ANANDARUP DAS**, Son of Shri Dilip Kumar Das, residing at - Reckjoani, Sardarpara, P.O. and P.S. – Rajarhat, Kolkata – 700135, **2) SHRI ARGHA SAHA**, Son of Anu Krishna Saha, residing at - 108, Santoshpur Avenue, P.O. – Santoshpur, P.S. – Survey Park, Kolkata – 700075 and thereby approached the Developer to undertake the said development job of the said land by obtaining sanction of a Building plan from the Concerning Authorities and thereby to develop the land by construction of a Multi-storied building on the land. The Developer on being such approached had taken detailed discussion with the present Land Owners with respect to the prospect of the said project and thereby the Developer has been satisfied as to the title of the Land Owners with respect to the prospect of the said project and thereby the parties thereto have entered into a registered Development Agreement on 08/02/2019 which was registered in the office of Additional District Sub-Registrar Rajarhat, West Bengal and the same was copied in Book No. I, Vol. 1523-2019, Pages 64678 to 64728, being No. **152301572** for the year 2019 with **“DEVELECO REALTORS”**, a Partnership firm represented by its partners **Shri Anandarup Das** and **Shri Argha Saha**.

AND WHEREAS subsequently the present Land Owners also executed a Development Power of Attorney after Registered Development Agreement on 08/02/2019 which was registered in the office of Additional District Sub-Registrar Rajarhat, West Bengal and the same was copied in Book No. I, Vol. 1523-2019, Pages 63524 to 63546, being No. **152301579** for the year 2019 empowered "**DEVELECO REALTORS**", a Partnership firm represented by its partners **Shri Anandarup Das** and **Shri Argha Saha** as their constituted attorney.

AND WHEREAS till today the said Developer i.e. **DEVELECO REALTORS**, a Partnership firm represented by its partners **Shri Anandarup Das** and **Shri Argha Saha** have not sanctioned any building plan from any concern authority and also have not started the construction work yet.

AND WHEREAS in such unavoidable circumstances the Land Owners and the Developer mutually executed a Deed of Cancellation of Development Agreement by Mutual Consent on 14/07/2022 which was registered in the office of Additional District Sub-Registrar Rajarhat, West Bengal and the same was copied in Book No. I, Vol. 1523-2022, Pages 466499 to 466525, being No. **152311479** for the year 2022 and also executed a Cancellation of Power of Attorney on 14/07/2022 which was registered in the office of Additional District Sub-Registrar Rajarhat, West Bengal and the same was copied in Book No. IV, Vol. 1523-2022, Pages 3086 to 3110, being No. **152300160** for the year 2022.

AND WHEREAS after that the Land Owners herein now declare that the said property is free from all encumbrance, charges, liens and attachments and there is no notice in existence respecting acquisition or requisition thereof by any Government or Semi Government Authority or statutory or any other authorities, in fact.

AND WHEREAS the Land Owners herein subsequently have decided to develop the land through a recognized developer who has sufficient knowledge and experience in raising masonry building in and around the City of Kolkata and Rajarhat and with such intention the party of the First Part made contact with the party of the Second Part / Developer herein i.e. **"SUBIKAS REALITY"**, a **PROPRIETORSHIP** firm, having its registered office at - "Kusum Apartment", Flat No. - '4C', Block - 'A', Palpara Reckjoani, P.O. and P.S. - Rajarhat, District - North 24 Parganas, Kolkata - 700135, represented by its sole **Proprietor - MD MAQBOOL HASSAN**, Son of Mohammad Ahasan Ali, residing at - "Kusum Apartment", Flat No. - '4C', Block - 'A', Palpara Reckjoani, P.O. and P.S. - Rajarhat, District - North 24 Parganas, Kolkata - 700135 and thereby approached the Second Part / Developer to undertake the said development job of the said land by obtaining sanction of a Building plan from the Concerning Authorities and thereby to develop the land by construction of a Multi-Storied building on the land. The party of the Second Part / Developer on being such approached had taken detailed discussion with the Land Owners with respect to the prospect of the said project and thereby the party of the Second Part / Developer herein has been satisfied as to the title of Land Owners with respect to the prospect of the said project.

NOW THIS AGREEMENT WITNESSETH and it is hereby and hereunder agreed by and between the parties as follows:-

ARTICLE - I

DEFINITIONS:

Unless it is repugnant to or inconsistent with the context of these presents:

- 1) **OWNERS** shall mean **SMT. SUNANDA MONDAL**, Wife of Shri Rudrasa Mandol, by Occupation - House Wife, residing at - R.C. 1/3, Raghunathpur, P.O. - Raghunathpur, P.S. - Baguiati, Kolkata - 700059 and **SHRI SOUMEN MONDAL**, Son of Shri Santosh Kumar Mondal, by Occupation - Business, residing at - Reckjoani, P.O. and P.S. - Rajarhat, Kolkata - 700135, both are by Nationality - Indian, by Faith - Hindu.
- 2) **DEVELOPER / BUILDER** shall "**SUBIKAS REALITY**", a **Proprietorship** firm, having its registered office at - "Kusum Apartment", Flat No. - '4C', Block - 'A', Palpara Reckjoani, P.O. and P.S. - Rajarhat, District - North 24 Parganas, Kolkata - 700135, represented by its sole **Proprietor - MD MAQBOOL HASSAN**, Son of Mohammad Ahassan Ali, residing at - "Kusum Apartment"; Flat No. - '4C', Block - 'A', Palpara Reckjoani, P.O. and P.S. - Rajarhat, District - North 24 Parganas, Kolkata - 700135, by Faith - Islam, by Occupation - Business, by Nationality - Indian.
- 3) **SAID PLOT OF LAND** shall mean the land morefully and particularly described in the **First Schedule** hereunder written.
- 4) **ARCHITECTS** shall mean the Architect to be appointed by the Developer or such other Architect during the material time of construction of the proposed building or process or progress thereof being appointed by the developer only.
- 5) **BUILDING/PREMISES** shall mean Multi-storied building to be constructed upon the said lands in accordance with the building plan required to be duly sanctioned by the Rajarhat-Bishnupur 1 No. Gram Panchayet and North 24 Parganas Zilla Parisad with all its variations, (morefully and particularly described in the **SECOND SCHEDULE** hereunder written).

6) **COMMON EXPENSES** shall mean and include the cost of operating, up-keeping and maintaining the building to be constructed as aforesaid as and when required in connection with common services and facilities relating to the building and shall further include all taxes, charges, salaries, premiums and other expenses payable in respect thereof or incidental thereto as fully described in the **THIRD SCHEDULE** hereunder written.

7) **UNDIVIDED SHARE** shall mean the undivided variable and impartible proportionate share in the lands attributable and allocable to any unit / units within the building as aforesaid to be determined in relation to the area of the respective unit / units.

8) **BUILDING PLAN** shall mean the plan interalia touching the construction of the building and contents thereof in the shape of flats, car parking and other space including variations therein as permissible and modification thereof, in any, as well, requiring to be sanctioned by the Rajarhat-Bishnupur 1 No. Gram Panchayet and North 24 Parganas Zilla Parisad in the name of the owners at the costs of the developer and other statutory variation including such modifications or variations therein as may be required to be made or directed by the said Rajarhat-Bishnupur 1 No. Gram Panchayet and North 24 Parganas Zilla Parisad and agreed by the Owners.

9) **TRANSFER** with its grammatical variations shall include a transfer by possession and by other lawful means adopted for effecting transfer interalia of flats / units in the Multi-storied building to be constructed under the project and interalia relate to transfer of the Developer's part or share of constructed areas within allocation meant for the developer or their nominee or nominees, if any, in the building to be constructed or portions of portions thereof to the intending purchasers thereof.

10) **TRANSFEREES** shall mean the Purchaser to whom any flat and / or other space or spaces in the said building will be transferred.

11) **DEVELOPMENT AGREEMENT** shall mean this agreement dated 29th day of **July, 2022**, A.D. between the owners and the Developer in respect of **FIRST SCHEDULE** property and construction of building thereon with terms and conditions embodied herein in detail.

12) **UNITS** shall mean flats and other spaces within the building on or at the said premises, each of them being part thereof, in fact.

13) **SUPER BUILT-UP AREA** shall mean in relation to the said unit or any other unit, according to the context, shall mean and include the built-up / plinth area of the concerned unit (including the thickness of the external and internal walls thereof and columns therein PROVIDED THAT if any wall or column be common between two units then one half of the area under such wall or column shall be include in the area of each such unit / flat) together with proportionate share respecting the land and other common areas thereto adding thereto over the total built-up area respecting the flat and proportionate staircase and landing area as aforesaid.

ARTICLE - II

1) **OWNER'S SHARE AND ALLOCATION** shall mean :-

40% total construction area of the sanction plan of the multi-storied building (as per mutual discussion by the both parties) and Adjustable / Refundable security deposit of ₹ **10,00,000/-** (Rupees Ten Lakhs) only to be paid by the Developer to the Owners as follows:-

❖ At the time of execution of this Agreement ₹ **10,00,000/-**

2) **DEVELOPER'S SHARE AND ALLOCATION** shall mean :-

60% total constructed area of the proposed multi building.

ARTICLE - III

BUILDING:

1. The Developer, as agreed shall at his own cost and expenses construct at the said premises a Multi-storied building according to the specification mentioned in the **SIXTH SCHEDULE** hereunder written in accordance with the plan so to be sanctioned by the Rajarhat-Bishnupur 1 No. Gram Panchayet and North 24 Parganas Zilla Parisad. The building to be constructed shall be of good standard quality building materials and workmanship, without using substandard materials and all such specifications, materials, fixtures and fittings as shall be required therefore.
2. Subject to approval of the Developer, and that of qualified Architect as shall be engaged by the Developer for construction of the building under the project. The building materials, shall not be of low or inferior quality the user whereof may cause defect or damage to the building under the project so that the proposed building does not suffer from any defect or damage for user or application of substandard building materials. Moreover before using the said building materials, the same have to be approved by the qualified Architect to be engaged by the developer after having a conversation with the owners herein.
3. The Developer shall install and erect in the said Multi-storied building at his own cost and expenses soil-test pumps for safety, water storage tanks and overhead reservoirs together with other arrangements as shall be required to be provided in the building containing flats, Car parking and other spaces to be constructed in connection with the same being permitted by Gram Panchyet concerned.
4. The Developer shall at his own costs and expenses and without creating any financial or other liability upon the owners shall construct

and complete the Multi-storied building upon the aforesaid land. The owners have to pay the fine & penalty for the extended portion of their allocated portion to the concern authority apart from sanction area.

ARTICLE - IV

DEVELOPER'S OBLIGATION:

1. The Developer hereby agrees and covenants with the Owners not to transfer or assign the benefits of the Agreement or any part thereof without the consent in writing of the Owners. No Consent shall be required from the owners on the part of the Developer to transfer and assign the benefit of the Developer's allocation as mentioned above to the intending purchaser or purchasers thereof.
2. The Developer hereby agrees and covenants with the Owners not to do any act, deed or thing whereby the Owners may be prevented from enjoying or selling / assigning and/or disposing of any of the portions within the owners allocation in the building.
3. The Developer hereby declares that the proposed building shall be completed within **36** (Thirty Six) months from the date of sanction of the building plan and getting peaceful vacant position (whichever is earlier) under the development project, time is the essence of contract in respect of the said completion of the building.
4. It is agreed that in the event of any damage or injury arising out of accidents resulting from, carelessness of the workmen or other victimizing such workmen or any other persons whatsoever or causing any harm to the property during the course of construction of the Multi-storied building under the development project the Developer shall have all the responsibility and liability therefore and shall keep the owners, their estate and effects safe and harmless agreeing to indemnify all claims damages, rights and actions in respect of such eventualities.

5. The Owners shall not be responsible for any Income tax and any other taxes in respect of the Developer's allocation in the proposed building.

6. The Developer undertakes to deliver the portion under allocation of the Owners before disposal of any other portions, the owners having the right of the first instance in such respect, provided, however, that upon completion of the building in every details and upon notice as shall be issued by the developer requiring the owners to take delivery of possession of their allocation. If for any reason the owners fail to do so within thirty days from the date of issuance of such notice the same shall not stand as a bar to the developer's making delivery of the portion within their allocation or any part thereof unto others according to their will or to dispose of any portion out of their allocation to any intending purchaser or purchasers thereof.

ARTICLE - V

OWNER'S OBLIGATION:

1. The Owners shall pay all outstanding dues payable in respect of the said land relating areas dues of Municipal and B.L. & L.R.O. tax and mutation and other outgoing tax till the date of execution of this development agreement or handing over of the land whichever is later.

2. Owners will undertake they shall deliver vacant and peaceful khas possession of the said land (morefully and particularly described in the **FIRST SCHEDULE** hereunder written) to the developer within one month from the date of sanction of the building plan.

3. The Owners have agreed to sign the building plan so to be prepared by the Architect appointed by the Developer for submission to the Rajarhat-Bishnupur 1 No. Gram Panchayet and North 24 Parganas Zilla Parisad for necessary sanction thereof. The owners shall authorize the

Developer to do and perform all works and to sign all papers and documents including the building plan as would be necessary for sanction of the building plan by executing necessary power of Attorney or any indenture relating to the same in favour of the Developer Owners will also execute registered power of attorney for selling the Developer's portion.

4. Subject to the preceding clauses the Owners hereby grant, exclusive, licence and permission to the Developer to construct, erect and complete the proposed building on the said land in accordance with the building plan to be sanctioned for construction of the building under the project.

5. The Developer at his own cost shall submit the building plan before the Rajarhat-Bishnupur 1 No. Gram Panchayet and North 24 Parganas Zilla Parishad appropriate Government and/or other authorities for sanction or approval of the plan required for the construction of the building on the premises and pursues the same from time to time. The Developer shall comply with all the formalities required for all changes to be made in the building plan being required by the Rajarhat-Bishnupur 1 No. Gram Panchayet and North 24 Parganas Zilla Parishad and other statutory authorities and shall comply with requirements for any sanction, permission, clearance or approval as aforesaid subject to full co-operation of Owners therefore.

6. The Developer shall be entitled to erect and/or construct the proposed building with rights to transfer or otherwise deal with or dispose of his allocation or portions thereof and the Owners shall not in any way interfere with or disturb, quiet and peaceful possession of the Developer's allocation mentioned as aforesaid.

7. The Owners hereby agree and convent with the Developer not to cause any interference or hindrance to the construction work of the said building by the Developer on the said plot of land.

8. The Owners hereby agree and convent with the Developer not to sell, let out, grant, lease, mortgage, encumber and/or charge the said plot of land or any portion thereof.

9. The Owners undertake that during the continuance of this agreement they shall not enter into any Development or Sale agreement with any third party in respect of the said land or any portion thereof.

10. The Owners further shall not be entitled to claim any area and/or amount of sale proceeds of the Developer's allocated portion mentioned above nor shall be entitled to claim any share in the amount of sale proceeds from intending purchaser or purchasers of the Developer's allocation or portions thereof as may be received by the Developers as Constituted Attorney of the Owners herein.

11. The Developer shall be entitled to fix sign boards on the said property for advertisement and insertions in news papers and other advertising media for making the project known to the public and both the parties herein shall jointly choose a name for the Multi-storied building to be constructed under the project it being so agreed by the parties hereto.

12. It is agreed that the Developer shall be entitled to enter into any agreement for sale in respect of Developer's allocations to different prospective buyers thereof and to sell out portions there under in the shape of flats, car parking and other spaces to the prospective buyers against such monetary consideration which shall be determined solely by the developer and in such matters and in the matter, of receipt of

bookings and/or earnest monies from the intending buyers of any portion within the Developer's allocation or of different portions within the allocation of the developer the Owners shall not interfere in any manner whatsoever.

13. The Owners without any just reason shall not be entitled to repudiate, rescind and/or cancel this development agreement and the registered general power of attorney as has been executed by the Owners simultaneously with the execution hereof during the period of construction and/or completion of the building as envisaged hereunder and/or that of disposal of the portion under the allocation of the developer as agreed by way of transfers and/or till completion of such development project as a whole.

14. The Owners shall execute a registered power of Attorney authorizing the Developer herein to appoint Architect, Labour and to obtain electricity, water sewerage, Drain from the Rajarhat-Bishnupur 1 No Gram Panchayet and North 24 Parganas Zilla Parisad and WBSEDCL and to sign and execute any agreement for sale, deed of conveyance or conveyances respecting developer's allocation mentioned in this agreement to intending purchaser or purchasers who shall be nominated by the developer herein.

15. Simultaneously with the execution hereof the Owners herein handover all original documents relating to the land morefully and particularly described in the FIRST SCHEDULE hereunder written, to the developer herein and the developer herein will return the said documents to the Owners or Association within the building after satisfaction of the development agreement as envisaged.

16. In case of death of the land Owners, their legal heirs, executors will have to follow this Development Agreement and shall co-operate & favour

all proceedings for smooth commencement of work without any financial demand.

ARTICLE - VI

DEVELOPER'S RIGHTS:

1. The Developer will hold and possess the said plot of land as exclusive licensee and shall have authority to construct the building on the said plot of land as per building plan to be sanctioned by the Rajarhat-Bishnupur 1 No. Gram Panchayet and North 24 Parganas Zilla Parisad.
2. If any amendment or modification is required in connection with said building plan the same shall be done by the Developer at his own cost and expenses on behalf of the Owners and the Developer will pay and bear all fees including Architect's fees required to be paid or deposited for such amendment and/or modifications of the building plan, if necessary provided, however, that such amendments or modifications would not prejudice the Owners in any manner whatsoever.
3. The Developer shall be entitled to enter into agreement with the intending purchaser or purchasers for selling Developer's allocation within the building to be constructed under the project or portion thereof containing flats/units etc. setting terms therefore with the prospective buyers therefore and the constructed attorney sign and execute on behalf of the Owners relating to Agreements for sale of such flats/units as a necessary party therefore and the Owners without making any objection to enable the developer to sell his allotted portion together with undivided proportionate share in the lands below the same to the said intending buyers subject to requirements by the developer.
4. The Developer shall also be entitled to accept money by way of consideration price of the said flats/units from the prospective buyers in

respect of Developer's allocated portion and/or share in the said proposed building with flats and other spaces as referred to as saleable area and can issue receipt in his name or on behalf of his firm name acknowledging such receipts in terms of this agreement without making the Owners liable or accountable for the same at any point of time.

ARTICLE - VII

MISCELLANEOUS:

1. It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer wherefore the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertakes to do all such acts, deeds, matters and things and if necessary shall execute necessary papers as may be required by the Developer for the purpose if the same do not in any way infringe and/or affect the rights and interest of the Owners in respect of the said plot and/or the Owner's allocation and/or do not go against the spirit of this Agreement.

2. Any notice required to be given by the Developer shall be deemed to have been served upon the Owners if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgment due and shall likewise be deemed to have been served on the Developer by the Owners if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgment due.

3. The Developer and the Owners shall mutually frame scheme for the management and/or administration of the said building and/or common parts and facilities thereof and for due observance thereof by the

intending purchaser or purchasers of different flats/units in the building to be constructed under the project including all its outgoings like common maintenance, Municipal taxes, salaries payable to Darwan and sweepers, common electricity bills as against illumination of common passage, running of pump, operating of and repairs of sanitary installation, plumbing, pump, etc. and white wash and other items required for due maintenance of the building and/or common services.

4. Any dispute or difference which may arise between the parties or their nominee or representative with regard to the construction, meaning, purport, and effect of this Agreement or any part thereof, or respecting the construction or any other matters relating to the construction shall be settled amicably.

ARTICLE -VIII

INDEMNIFICATION BY THE OWNERS:

1. The Owners undertake for indemnifying the developer in case of any unreasonable hindrance her part as may stand as a bar to the developer's being entitled to the allocation in the building under the project the project being unreasonably obstructed by the acts and conducts of the Owners as against the provisions hereof declaring that the developer shall be entitled to the construction under the project and enjoy their allocation without any interference or disturbance subject to their performing, observing and / fulfilling all the terms herein contained and/or the obligations hereunder to be performed by the developer.

2. The Owners further undertakes to indemnify the developer in case the developer suffers any loss for in defect in their title to the property or for charges or encumbrances thereon in any manner whatsoever declaring that neither they nor their predecessors, predecessor-in-interest ever executed any instrument in respect of the Developer's allocation

under this agreement and if there be such instrument shall have no force and shall not entitled the Owners at all and/or her legal representatives to take advantage thereof in any manner whatsoever.

ARTICLE - IX

INDEMNIFICATION BY THE DEVELOPER:

1. The developer hereby undertakes not to make the Owners liable for and to compensate their for and / or against all third party's claims and actions resulting from any act or conduct or omission or commission of offence touching construction of the said building.
2. The Developer hereby undertake to indemnify and kept the Owners indemnified from and against all actions, suits, costs, preceding and claims and demands that may arise touching the allocation of the Owners or that of the developer in connection with development work involved in the project interalia inclusive of construction of the building there under and/or any defect therein as may result in such consequences causing the Owners to suffer there from in any manner whatsoever.

ARTICLE - X

FORCE MAJEURE:

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent of their performance of relative obligations herein being prevented by the existence of force majeure which shall remain suspended for the time being, entitling them to be suspended from their such obligations during the duration of the force majeure.

2. Force majeure shall mean earthquake, riot, war, storm, tempest, civil commotion etc. which may be beyond the control of any of the parties.

-:: FIRST SCHEDULE ABOVE REFERRED TO ::-
(The Entire Land)

ALL THAT piece and parcel of **BASTU** land ad-measuring area **8 (eight) Cottahs 8 (eight) Chittacks** be the same a little more or less along with **300 Sq. Ft.** cemented flooring pucca building lying and situated at **MOUZA - RECKJOANI**, C.S. Khatian No. 345, 1454, R.S. Khatian No. 2095, **L.R. Khatian No. 5771** (Stand in the name of Sunanda Mondal), **L.R. Khatian No. 5772** (Stand in the name of Soumen Mondal), C.S. Dag No. 1002, 1686, **R.S./L.R. Dag No. 1054** (2 Cottahs 4 Chittaks), **R.S./L.R. Dag No. 1058** (6 Cottahs 4 Chittaks), J.L. No. 13, R.S. No 198, Touzi No. 2998, P.S. - Rajarhat, Kolkata - 700135, within the jurisdiction of Additional District Sub-Registrar Rajarhat, District - North 24 Parganas, under the Rajarhat-Bishnupur 1 No. Gram Panchayat and which is butted and bounded as follows:-

On the North : R.S. Dag No. 1054;
On the South : R.S. Dag No. 1058;
On the East : 20' ft. wide Panchayat Road;
On the West : R.S. Dag No. 1055 & 1056;

-:: SECOND SCHEDULE ABOVE REFERRED TO ::-

PART - I

OWNER'S ALLOCATION

OWNER'S SHARE AND ALLOCATION shall mean :-

40% total construction area of the sanction plan of the multi-storied building (as per mutual discussion by the both parties) and Adjustable /

Refundable security deposit of **Rs. 10,00,000/-** (Rupees Ten Lakhs) only to be paid by the Developer to the Owners as follows:-

- ❖ At the time of execution of this Agreement **Rs. 10,00,000/-**

PART – II

DEVELOPER'S ALLOCATION

DEVELOPER'S SHARE AND ALLOCATION shall mean :-

60% total constructed area of the proposed multi building.

-:: THIRD SCHEDULE ABOVE REFERRED TO ::-

THE OWNERS AND THE INTENDING PURCHASER OR PURCHASERS ENTITLED TO COMMON USER OF THE COMMON AREAS AND THE COMMON PARTS MENTIONED IN THIS INDENTURE SHALL INCLUDE

1. Lift.
2. Stair cases on all the floors.
3. Stair cases landing on all floors.
4. Main gate of the said building/premises and common passage and common passage and lobby on the Ground to Top floor.
5. Water pumps, water tank, water pipes and overhead tank on the roof and other common plumbing installations and also pump.
6. Installation of common services viz. electricity, water pipes, sewerage, rain water pipes.
7. Lighting in the common space, passage, staircase including electric meter and fittings.
8. Common Electric meter and box.
9. Electric wiring, meter for lighting stair cases, lobbies and other common areas (excluding those as are installed for any particular floor)

and space required therefore, common walls in between the unit being the flat and any other unit beside the same on any side thereof.

10. Windows, Doors, Grills and other fittings respecting the common areas of the premises.

11. Such other common parts, areas equipment, installations, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupation of the respective units.

12. Electrical wiring meters (excluding those installed for any particular unit).

13. GENERAL COMMON ELEMENTS and facilities meant for the said UNIT.

- a. All private ways, curves, side-walls and areas of the said premises.
- b. Exterior conduits, utility lines.
- c. Public connection, meters, gas, electricity, telephone and water owned by public utility or other agencies providing such services and located outside the building.
- d. Exterior lighting and other facilities necessary for upkeep and safety of the said building.
- e. All elevations including shafts, shaft walls, machine rooms and facilities.
- f. All other facilities or elements or any improvement outside the unit but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
- g. The foundation, corridor, lobbies, stairways Entrance and exists, path ways, Footings, columns, Girders, Beams, Supports and exterior walls beyond the said UNIT, side or interior load bearing walls within the building or concrete floor slabs except the roof slab and all concrete ceilings and all staircases in the said building.

h. Utility lines, telephony and electrical systems contained within the said building.

i. The ultimate ROOF or terrace including structure in the said building will jointly be undivided property among the owners, Developer and the other Owners - the intending purchaser or purchasers of different units, subject to limitation, if any to their such rights, the purchaser or purchasers being together entitled to use and enjoy the ultimate roof and/or terrace with the owners, Developer, other intending purchaser or purchasers without causing inconvenience to one another.

::: FOURTH SCHEDULE ABOVE REFERRED TO :::

**THE OWNERS AND INTENDING PURCHASER OR PURCHASERS
WITHIN THE BUILDING SHALL HAVE TO BEAR:-**

1. The expenses of administration, maintenance, repair, replacement of the common parts, equipments, accessories, common areas and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the stair cases, the landing, the gutters, rainwater pipes, motors, pumps, water gas pipe, electric wirings, installations, sewers, drains and all other common parts, fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the purchaser co-purchaser, or other occupiers thereof.
2. The costs of cleaning, maintaining and lighting the main entrance, passages, landings, stair cases and other parts of the building as shall be enjoyed or used in common by the occupiers of the said building.
3. Cost and charges reasonably required for the maintenance of the building and for keeping strict vigilance round the clock and other incidental expenses relating thereto.

4. The cost of decorating the exterior of the building.
5. The cost of repairing and maintenance of water pump, lift, electrical installations, over lights and service charges and supplies of common utilities.
6. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire lightening, civil commotion etc.
7. Municipal taxes, Multi-storied building tax, if any and other similar taxes save those separately assessed on the respective unit.
8. Litigation expenses as may be necessary for protecting the right, title and possession of the land and the building.
9. Such other expenses as are necessary or incidental for maintenance, up-keep and security of the building and Govt. duties as may be determined by the flat and/or Unit owners' Association, as shall be formed by the unit-owners, as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the provisions of the West Bengal Apartment Ownership Act and bye laws thereof as amended from time to time being obligatory on their part in the fullest legal sense of the term.
10. The share of the purchaser or purchasers in such common expenses shall be generally proportionate in accordance with the liability of the unit hereunder sold as against the total amount as may be incurred in any of the heads of such expenses in accordance with the proportion of area within the same as against the total area within the building to be covered there under.
11. Cost of Electricity in the premises charges of Transformer, main line, common meter etc. bourn by the land owners and purchaser or purchasers.

-:: FIFTH SCHEDULE ABOVE REFERRED TO ::-

**THE GUIDANCE RESPECTING POSSESSION AND/OR USER OF THE
UNIT/FLAT INTERALIA SHALL INCLUDE THE IMPOSITIONS AND
RESTRICTION AS UNDER:**

1. The Purchaser or purchasers / owners and other occupiers, if any of the building, shall not be entitled to use the aforesaid unit for the following purpose.

a. To use the said unit and roof or terrace or any portion thereof in such manner which may or is likely to cause injury, damage, nuisance or annoyance to the Owners or occupiers of the other units, inclusive of flats, nor to use the same for any illegal or immoral purposes in any manner whatsoever.

b. To carry on or permit to be did not carry on upon the said UNIT any offensive or unlawful business whatsoever, nor to do or permit to be done anything in the said flat which may be illegal or forbidden under any law for the time being in force.

c. To demolish or cause to be demolished or damaged the said UNIT or any part thereof.

d. To do or permit to be done any act deed or thing which may render void or voidable any insurance of any flat, and/or unit any part thereof, or cause any increase in premium payable in respect thereof.

e. To claim division or partition of the said land and/or the building thereon and common areas within the same.

f. To throw or accumulate any dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the UNIT or any portion of the building housing the same.

g. To avoid the liability or responsibility of repairing any portion or any component part of the flat / unit hereunder sold and transferred

or fittings and fixtures therein or storing water, sewerages etc. in the event of such portion or part or fixtures and fittings within the flat and / or unit demanding repairs thereby causing inconvenience and injuries to other flat owners as may be affected in consequence, nor to avoid obligation for giving free access to the flat or portion thereof to men, agents means, as may be required by the unit Owners Allocation from time to time on request therefore by such Association.

h. To paint outer walls or portion of their flat, common walls or portions of the building, exclusive of the get up thereof they being entitled to paint inside the walls and portions of their UNIT only in any colour of their choice.

i. To encroach any common portion of the building, jeopardy the user thereof, nor to encumber any of such portion in any manner whatsoever.

2. The Purchaser of the UNIT together with other purchaser or owners of the other flats shall must have the obligations to form an association of such unit owners being members thereof for such purpose according to the provisions of Apartment Ownership Act. and bye laws as amended up-to date, the decisions of the said Association as per unanimous resolutions of the members thereof shall always be binding on the members be that in relation to guidance of members, or maintenance, safety and security of the building or otherwise as shall be taken in the interest thereof.

:-: SIXTH SCHEDULE ABOVE REFERRED TO :-:
(SPECIFICATIONS)

1. CIVIL STRUCTURE: the building will be R.C.C. frame structure, Tie-beam as per structural design approved by the competent authority. Outside brick wall 8" thickness, Inside partition wall 5" and 3" as per Engineer's direction.

2. **FLOORING**: Vitrified Tiles in bed rooms, living cum dining and common areas.
3. **INSIDE WALL**: All inside Brick work plaster with putti.
4. **TOILET**: Anti skid ceramic Tiles on floor, ceramic tiles up-to door height.
5. **KITCHEN**: Anti skid Tiles flooring, ceramic tiles up-to 600 m.m. above Tiles.
6. **DOOR**: Salwood door frame, Flash door shutters.
7. **WINDOW**: Anodized sliding aluminum windows, glass, shutters.
8. **WATER SUPPLY**: Water supply round the clock in assured to which necessary deep tubewell.
9. **PLUMBING**: Good quality and standard fitting of reputed make.
10. **ELECTRIC**: Concealed copper wiring, good quality switches.
 - a. For Two bed rooms flat 15 Nos. of Electrical points with M.C.B.
 - b. For Two bed rooms flat 12 Nos. of Electrical points with M.C.B.
11. **PHONO / T.V. WIRING**: T.V. and phone points in drawing/dining and paint of good quality.
12. **EXTERIOR**: Latest weather proof non fading acrylic exterior finish paint of good quality.
13. **LIFT**: One Lift will be installed for common usage, lift power will be drawn from the common service meter.
14. **COMMON SERVICE AND UTILITIES AREA**: One common toilet, Darwan toilet, Meter room, Lift room, underground tanks, safety tank, one pump room and deep tubewell at the Ground floor, common passage and terrace, lift etc.
15. **ROOF FINISH**: Net cement will be laid to proper slope.
16. If any extra work will be done by the Developer apart from specification mentioned as above of the said building in that event the landlord will be agree to bear and/or pay for such extra work to the developer and such work shall be done subject to written consent of the

landlords and according to specification and /or estimation of the landlord as shall be submitted to the developer beforehand.

Ten fingers impression of the Owners and Developer are enclosed herewith is a part of Development Agreement.

IN WITNESS WHEREOF we the above executants have here to put our respective signature on the day month and year first above written.

Signed, Seal and delivered by the executants' in presence of


1) Mr. Saddam Hussain
S/o. Abdul Khaliq
W/o. Fatima
Tel - 700128

..... Sunanda Mondal

Signature of the Owner/
SMT. SUNANDA MONDAL

..... Soumen Mondal

Signature of the Owner/
SHRI SOUMEN MONDAL

2) 
Rudrasree Mondal
Re-1/3, Raghunathpur
Kol - 700059

SUBIKASH REALTY

Mr. Maqbool Hussain
Proprietor

.....
Seal & Signature of the Developer
"SUBIKAS REALTY"
represented by its sole **Proprietor -**
MD MAQBOOL HASSAN

-:: MEMO OF CONSIDERATION ::-

Received a sum of ₹ 10,00,000/- (Rupees Ten Lakhs) only in the following manner as agreed by and between the parties hereto as the consideration of the above mentioned property.

<u>Date</u>	<u>Mode of Payment</u>	<u>Amount (₹)</u>
29/07/2022	Through Cheque No. "000001", drawn on Bank of Baroda, Baguiati, Rajarhat Gopalpur Branch, Account No. '51910200000288' in favour of Sunanda Mondal, Account No. '404410110000634'.	2,50,000.00
29/07/2022	Through Cheque No. "000003", drawn on Bank of Baroda, Baguiati, Rajarhat Gopalpur Branch, Account No. '51910200000288' in favour of Sunanda Mondal, Account No. '404410110000634'.	2,50,000.00
29/07/2022	Through Cheque No. "000004", drawn on Bank of Baroda, Baguiati, Rajarhat Gopalpur Branch, Account No. '51910200000288' in favour of Soumen Mondal, Account No. '520101064743493'.	2,50,000.00
29/07/2022	Through Cheque No. "000005", drawn on Bank of Baroda, Baguiati, Rajarhat Gopalpur Branch, Account No. '51910200000288' in favour of Soumen Mondal, Account No. '520101064743493'.	2,50,000.00
TOTAL		10,00,000.00

IN WITNESS WHEREOF we the above executants have here to put our respective signature on the day month and year first above written.

Signed, Seal and delivered by
the executants' in presence of

1) Md. Saddam Hossain.
S/o - Abdul Khatib
Vill - Sankuliyar
Kot - 700124

Sunanda Mondal

Signature of the Owner/
SMT. SUNANDA MONDAL

Soumen Mondal

Signature of the Owner/
SHRI SOUMEN MONDAL

2) *Soumen Mondal*
Rudrashee Mondal
R.P-1/3, Raghunathpur
Kot - 706059

Drafted and prepared by me as per the instruction and photo copy of the documents supplied by the Owners and read over and explain to the Owners as well as Developer in their mother tongue and after understanding the contains of this indenture they puts their Signature in this indenture:-

Sudipta Sarkar

Mr. SUDIPTA SARKAR




Advocate

Barasat Judge's Court.

Enrolment No. - WB-1088/2007.

Sl.No.		Little	Ring	Middle	Fore	Thumb	
	 <i>Sunanda Mondal</i>						Left Hand
							Right Hand
		Thumb	Fore	Middle	Ring	Little	

SIGNATURE: *Sunanda Mondal*
 Specimen Finger prints of: **SMT. SUNANDA MONDAL.**

Sl.No.		Little	Ring	Middle	Fore	Thumb	
	 <i>Soumen Mondal</i>						Left Hand
							Right Hand
		Thumb	Fore	Middle	Ring	Little	

SIGNATURE: *Soumen Mondal*
 Specimen Finger prints of: **SHRI SOUMEN MONDAL.**

Sl.No.		Little	Ring	Middle	Fore	Thumb	
	 <i>Md. Maqbool Hassan</i>						Left Hand
							Right Hand
		Thumb	Fore	Middle	Ring	Little	

SIGNATURE: *Md. Maqbool Hassan*
 Specimen Finger prints of: **MD MAQBOOL HASSAN.**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

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being No 150204257 for the year 2022.



Digitally signed by AMITAVA DATTA
Date: 2022.08.04 11:03:31 +05:30
Reason: Digital Signing of Deed.

Amitava

(Amitava Dutta) 2022/08/04 11:03:31 AM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II NORTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)