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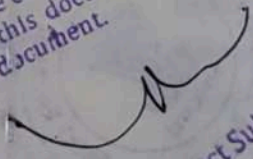
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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this the 29th day of OCTOBER, TWO THOUSAND AND TWENTY ONE [2021] BY & BETWEEN :

Certify that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.


Addl. District Sub-Registrar
Bidhannagar, (Salt Lake City)

30 OCT 2021

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তা: 29 OCT 2021
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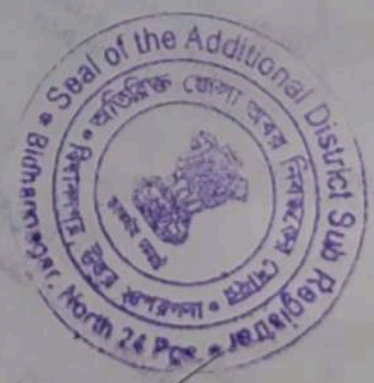
স্ব

Rojina Samken
ADV
Barasat Court.

ক্রতার নাম ও মা:
স্টাম্প ডেভার স্থানকর
বিধান নং: সল্ট লেক সিটি এডি এস আর. ও
মোট স্টাম্প ক্রয় তা:
চালান নং: মোট কত টাকা খরিদ
ক্রকারী-বারাকপুর, ডেভার-মিতা দত্ত

25 OCT 2021

800000



Sub-Registrar
Bidhannagar, (Salt Lake City)

30 OCT 2021

[1].RAJIYA BEGUM [FDXPB3530H] wife of late Sk. Sadaruddin Mondal alias Sadaruddin, by faith Muslim, by nationality Indian, by occupation Housewife, residing at Salua Muslimpara, P.O-Rajarhat Gopalpur, P.S-Airport, Dist-North 24 Parganas, Kolkata-700136, **[2]. ANOYARA BIBI [PAN No-FIQPB4040C]** wife of late Sk. Sadaruddin Mondal alias Sadaruddin, by faith Muslim, by nationality Indian, by occupation Housewife, residing at Salua Muslimpara, P.O-Rajarhat Gopalpur, P.S-Airport, Dist-North 24 Parganas, Kolkata-700136, **[3].SK. SABIR MOHAMMAD [PAN No-DIAPM4694H]** son of late Sk. Sadaruddin Mondal alias Sadaruddin, by faith Muslim, by nationality Indian, by occupation Business, residing at Salua Muslimpara, P.O-Rajarhat Gopalpur, P.S-Airport, Dist-North 24 Parganas, Kolkata-700136, **[4]. SK. SADIK MOHAMMAD[PAN No-ARGPM8802R]** son of late Sk. Sadaruddin Mondal alias Sadaruddin, by faith Muslim, by nationality Indian, by occupation Business, residing at Salua Muslimpara, P.O-Rajarhat Gopalpur, P.S-Airport, Dist-North 24 Parganas, Kolkata-700136, **[5]. SAYED MOHAMMAD[PAN No- EFLPM7647H]** son of late Sk. Sadaruddin Mondal alias Sadaruddin, by faith Muslim, by nationality Indian, by occupation Business, residing at Salua Muslimpara, P.O-Rajarhat Gopalpur, P.S-Airport, Dist-North 24 Parganas, Kolkata-700136, **[6]. RABIYA BIBI [PAN No-FCYPB3218Q]** wife of Fajlur Rahaman, by faith Muslim, by nationality Indian, by occupation Housewife, residing at Village-Chapna, Patharghata, P.S- New Town, Dist-North 24 Parganas, Kolkata-700135, **[7]. MST. ROKEYA KHATUN [PAN No-KDPPK7195J]** wife of Firoj Kamal, by faith Muslim, by nationality Indian, by occupation Housewife, residing at Hyderpur, Piyaji More, P.O & P.S-English Bazar, Dist-Malda , Pin Code- 732101, **[8].KULSUM BIBI [PAN No-FLDPB4605R]** wife of Amirul Islam Sekh, by faith Muslim, by nationality Indian, by occupation Housewife, residing at Village- Majampur, Khalisadi, P.O-Harua, Dist-North 24 Parganas, **[9]. AZMIRA KHATUN [PAN No-JHNPk7967P]** wife of Imran Piyada, by faith Muslim, by nationality Indian, by occupation Housewife, residing at Salua Muslimpara, P.O-Rajarhat Gopalpur, P.S-Airport, Dist-North 24 Parganas, Kolkata-700136, **[10]. TAHERA BIBI [PAN No-FJZPB1792K]** wife of Md Sabir Hossain, by faith Muslim, by nationality Indian, by occupation Housewife, residing at Village- Machibhanga, Purbapara, Tona, P.S-Kashipur, Dist-South 24 Parganas, Kolkata-700135, **[11]. SAHERA KHATUN [PAN No-KDMPK2100J]** wife of Kamal Uddin Middy, by faith Muslim, by nationality Indian, by occupation House wife, residing at Village-Lauhati Middy Para, P.S-Rajarhat, Dist-North 24 Parganas, **[12]. BILKIS BIBI [PAN No-LEEPK4077E]** wife of Kutubuddin Gazi and daughter of late Sk. Sadaruddin Mondal, by faith Muslim, by nationality Indian, by occupation Housewife, residing at Salua Muslimpara, P.O-Rajarhat Gopalpur, P.S-Airport, Dist-North 24 Parganas, Kolkata-700136 hereinafter referred to as the **FIRST PARTY/OWNER** (which expression shall unless excluded by or repugnant to the

subject or context be deemed to mean and include their heirs, survivors, legatees, executors, administrators, legal representatives, assigns and/or nominees) of the **ONE PART**.

AND

THE BENGAL WINGS, a partnership firm.

PAN : AARFT9845M

Office Address : 9A, Circus Market Place, P.O-Circus Avenue, P.S- Karaya, Kolkata-700017 and site office at Salua Gopalpur, P.O-Rajarhat Gopalpur, P.S-Airport, Dist-North 24 Parganas, Kolkata-700136.

Represented by :

PARTNER NO-1 : MOHAMMED YAKUB ALIAS MD. YAKUB son of Mohammed Yasin alias Md. Yasin, by faith Muslim, by nationality Indian, by occupation Business.

PAN : AATPY9510C

ADDRESS: residing at 40B, Beck Bagan Row, P.O - Circus Avenue, P.S-Karaya, Kolkata- 700 017.

PARTNER NO-2 : MD. ZEESHAN [PAN No-ABIPZ9652Q] son of Md. Jahangir, by faith Muslim, by nationality Indian, by occupation Business.

PAN : ABIPZ9652Q.

ADDRESS: residing at 18 S, Topsia Road, P.O & P.S-Tiljala, Dist-South 24 Parganas, Kolkata-700 039

PARTNER NO-3: MOHAMMAD SHAHWAR ALAM son of Md. Aslam, by faith Muslim, by nationality Indian, by occupation Business.

PAN: AGJPA7437J.

ADDRESS: residing at 8B, Tarak Dutta Road, P.O- Ballygunge P.S- Karaya , Kolkata-700019.

PARTNER NO-4: SHARFARAJ ALI MONDAL son of Momraj Ali Mondal, by faith Muslim, by nationality Indian, by occupation Business.

PAN: ARIPM5439Q.

ADDRESS: residing permanently at Village-Patuli, P.O-Abdalpur, P.S-Madhyamgram, Dist-North 24 Parganas, Kolkata-700 155 and presently at Flat No-3C, Third Floor, Salua Gopalpur, P.O-Rajarhat Gopalpur, P.S-Airport, Dist-North 24 Parganas, Kolkata-700136.

hereinafter 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 respective successors-in-office, partners, executors, legal representatives, administrators and/or assigns) **of the OTHER PART.**

WHEREAS:-

(1). The **First Party/ Owner** presently are the joint owners, possessors and occupiers of **ALL THAT** a piece and parcel of a plot of land measuring about **12 Cottas- 13 Chittaks- 26 Sq.ft** out of which **00 Cottas- 11 Chittaks- 29 Sq.ft** Danga land comprised in the **R.S/L.R Dag No-286** in the L.R Khatian No-330 and **12 Cottas- 01 Chittaks- 42 Sq.ft** Bagan land comprised in the **R.S/L.R Dag No-287** in the L.R Khatian No-330 at Mouza-Salua, J.L No-03, P.S-Airport, within the Ward No-04 of the Bidhannagar Municipal Corporation, Dist-North 24 Parganas, Kolkata-700136 **AND TOGETHER WITH** its' all easement rights more fully described in the **FRIST SHCEDULE** hereunder written and hereinafter for the sake of brevity referred to as the said **ENTIRE PREMISES or SAID PREMISES.** The **First Party/Owner** have acquired the absolute ownership of the Entire Premises or Said Premises in the following manner -:

(2). DEVOLUTION OF TITLE OF THE FIRST PARTY/OWNER:-

[a]. **ABSOLUTE OWNERSHIP OF SK. SADARUDDIN MONDAL ALIAS SADARUDDIN MONDAL -:** By a registered deed of sale registered at the office of the S.R Cossipur Dum Dum, copied therein in the Book No-1, Volume No-69 pages from 84 to 87 being the Deed No-3736 for the year 1975 said Sk. Sadaruddin Mondal alias Sadaruddin Mondal had purchased **ALL THAT** the aforesaid piece and parcel of a plot of land measuring about **12 Cottas- 13 Chittaks- 26 Sq.ft** out of which **00 Cottas- 11 Chittaks- 29 Sq.ft** Danga land comprised in the **R.S/L.R Dag No-286** in the R.S Khatian No-112 and **12 Cottas- 01 Chittaks- 42 Sq.ft** Bagan land comprised in the **R.S/L.R Dag No-287** in the R.S Khatian No-26 at Mouza-Salua, J.L No-03, P.S-Airport, within the Ward No-04 of the Bidhannagar Municipal Corporation, Dist-North 24 Parganas, Kolkata-700136 **AND TOGETHER WITH** its' all easement rights from Jui Bhowmick

wife o Chittaranjan Bhowmick absolutely and forever free from all encumbrances, charges, liens, lispences, claims and/or demands whatsoever, **AND**

[b]. MUTATION : That subsequently said Sk Sadaruddin Modal alias Sadaruddin Mondal had mutated his name in the L.R Khatian No-330 in respect of his aforesaid plot of land and has been possessing the same till his death absolutely and forever free from all encumbrances, charges, liens, lispences, claims and/or demands whatsoever, **AND**

[c]. DEMISE OF SK SADARUDDIN MONDAL ALIAS SADARUDDIN MONDAL -: That while possessing the aforesaid plot of land said Sk. Sadaruddin Mondal alias Sadaruddin Mondal has died intestate on **19.07.2020** leaving behind him his **two wives** namely **Rajiya Begum** herein the First Party/Owner No-1 and **Anoyara Bibi** herein the First Party No-2, **three sons** namely **Sk. Sabir Mohammad** herein the First Party/Owner No-3, **Sk. Sadik Mohammad** herein the First Party/Owner No-4 and **Sayed Mohhamad** herein the First Party/Owner No-5 and **seven daughters** namely **Rabiya Bibi** herein the First Party/Owner No-6, **Mst. Rokeya Khatun** herein the First Party/Owner No-7, **Kulsum Bibi** herein the First Party/Owner No-8, **Azmira Khatun** herein the First Party/Owner No-9, **Tahera Bibi** herein the First Party/Owner No-10, **Sahera Khatun** herein the First Party/Owner No-11 and **Bilkis Bibi** herein the First Party/Owner No-12 as his only surviving legal heirs and successors who have inherited the aforesaid landed property left by deceased Sk Sadaruddin Mondal alias Sadaruddin Mondal as per the Mohammedan Law of Inheritance and Succession , **AND**

[d]. ABSOLUTE JOINT OWNERSHIP OF SAID RAJIYA BEGUM, ANOYARA BIBI, SK. SABIR MOHAMMAD, SK. SADIK MOHAMMAD, SAYED MOHAMMAD, RABIYA BIBI, MST. ROKEYA KHATUN, KULSUM BIBI, AZMIRA KHATUN, TAHERA BIBI, SAHERA KHATUN AND BILKIS BIBI HEREIN THE FIRST PARTY/OWNER -: That said **Rajiya Begum, Anoyara Bibi, Sk. Sabir Mohammad, Sk. Sadik Mohammad, Sayed Mohhamad, Rabiya Bibi, Mst. Rokeya Khatun, Kulsum Bibi, Azmira Khatun, Tahera Bibi, Sahera Khatun And Bilkis Bibi** herein the First Party/Owner have jointly as per their respective shares owned, seized and possessed as per their respective shares **ALL THAT** a piece and parcel of a plot of land measuring about **12 Cottas- 13 Chittaks- 26 Sq.ft** out of which **00 Cottas- 11 Chittaks- 29 Sq.ft** Danga land comprised in the **R.S/L.R Dag No-286** in the L.R Khatian No-330 and **12 Cottas- 01 Chittaks- 42 Sq.ft** Bagan land comprised in the **R.S/L.R Dag No-287** in the L.R Khatian No-330 at Mouza-Salua, J.L No-03, P.S-Airport, within the Ward No-04 of the Bidhannagar Municipal Corporation, Dist-North 24 Parganas, Kolkata-700136 **AND TOGETHER WITH** its' all easement rights more

fully described in the **FRIST SHCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the said **ENTIRE PREMISES or SAID PREMISES**, absolutely and forever free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever.

3). **That** the First Party/Owner have jointly decided and agreed to cause construct and erect as per the building sanction plan one house building on their said land measuring **12 Cottas- 13 Chittaks- 26 Sq.ft** more or less equivalent to **9251 sq. ft** which is absolute contiguity with the said Entire Premises, has approached the Developer for constructing their desired house building project on the Said Premises.

4). **That** the parties had thereafter negotiated and agreed to the terms and conditions of the said development.

5). **That** the parties have agreed to record the terms and conditions agreed to by and between themselves as stated hereunder.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

ARTICLE I-DEFINATIONS

In this Agreement unless the context otherwise permits the following expressions shall have the meaning assigned to them as under:

- i) **ARCHITECT** shall mean any person who may be appointed by the Developer for designing and planning of the said Housing project.
- ii) **ADVOCATE** shall mean a proficient Solicitor and Advocate of the Developer namely Sk. Mehbubar Rahman & Rojina Parvin.
- iii) **ASSOCIATION** shall mean any Association or Ad Hoc Committee or Holding Organization or Registered Society that may be formed by the Seller for the common purpose having such rules or regulations and restriction as maybe deemed proper and necessary by the Seller in its sole discretion.
- iv) **AUTHORITY OR AUTHORITIES** shall mean any government authority , statutory authority, government department, agency ,commission, board, tribunal or

court or other law, rules or regulation making entity having or purporting to have jurisdiction on the behalf of the Government of India or any State or other Subdivision thereof or any municipality, district or other subdivision thereof and any other municipal/local authority having jurisdiction over the Premises.

- v) **BUILDING/BUILDINGS** shall mean the various multi-storied and/or building to be constructed erected and completed at the said Premises in accordance with the Plan to be sanctioned by the authorities concerned and to comprise in the said Housing project with such modification and/or alternations as may be deemed necessary by the Architect of the said project Building comprising of various flat/unit/apartment , constructed spaces and car parking spaces capable of being held and/or enjoyed independent of each other , each building compromising of various self contained flats units, apartments, constructed spaces and car parking spaces to be ultimately held and/or enjoyed by various persons on ownership basis.
- vi) **COMMON PARTS AND PORTION** shall be such as shall be determined by the Developer & Landowners jointly upon completion of the New Building and/or building and/or Housing project.
- vii) **COMMON FACILITIES AND AMENTIES** shall mean and include corridors, hallways, stairways, passageways, lift shafts, drive ways, driveways, common lavatories , generator, generator room and lighting for common spaces, Pump Room , Tube well, overhead water tank, pump and motor room and other facilities as shall be provided for common use.
- viii) **CONSENTS** shall mean the planning permission and all other consents , licenses, permission and approvals (whether statutory or otherwise) necessary or desirable for carrying out, completion use and occupation of the Development and the New Building and/or Building.
- ix) **DEVELOPMENT AGREEMENT** shall mean this Agreement executed on the abovementioned date.

- x) **DEVELOPER** shall mean the said **THE BENGAL WINGS** and shall mean and include the present partners and/or those who may be taken in and admitted as partner or partners and/or those who may carry on the business of **THE BENGAL WINGS** and its legal representatives , executors, administrators and assigns.
- xi) **DEVELOPMENT COSTS** shall mean the entire gamut of expenditure which shall be include all expenditure incurred on Land Development Costs, Land Leveling Costs by demolishing the kancha structure on the Land, Site expenses , Out of pocket expenses, Other incidental expenses, Development of Infrastructure, Development of internal passages, Costs of drainage and sewerage , Expenses relating to transformer and cable, Cost on Construction of buildings, any amenities and/or facilities for benefit of the project, site overhead expenses including salary etc including site staff, the fees and expenses of any agents, surveyors, architects, design consultants, lawyers, engineers, supervisors, accountant , excess fees and other professional employed in connection with the carry out of the development and consultant fees , permission and license fees , sanctions fees , letting and disposal including agents fees and commission both present or prospective, insurance premium , taxes payable , and promotional and including cost incurred or to be incurred for Mutation and conversion of the land in the office of BL & LRO and Municipality , construction of Boundary wall etc.
- xii) **ENTIRE PREMISES** shall mean **ALL THAT** a piece and parcel of a plot of land measuring about **12 Cottas- 13 Chittaks- 26 Sq.ft** out of which **00 Cottas- 11 Chittaks- 29 Sq.ft** Danga land comprised in the **R.S/L.R Dag No-286** in the L.R Khatian No-330 and **12 Cottas- 01 Chittaks- 42 Sq.ft** Bagan land comprised in the **R.S/L.R Dag No-287** in the L.R Khatian No-330 at Mouza-Salua, J.L No-03, P.S- Airport, within the Ward No-04 of the Bidhannagar Municipal Corporation, Dist-North 24 Parganas, Kolkata-700136 **AND TOGETHER WITH** its' all easement rights fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the said entire premises .

- xiii) **FLATS/UNITS/APARTMENTS** shall mean the various flats, units, apartments constructed spaces and car parking spaces to be comprised in the several blocks and/or building of the Housing project and to be substantially for resident and/or commercial purposes to be ultimately held and/or owned by various person on ownership basis.
- xiv) **HOUSE BUILDING PROJECT** shall mean the Housing project to be undertaken by construction erection and completion of new building and/or building at the said Premises as defined hereinafter and to be ultimately transferred to various intending purchasers on ownership basis.
- xv) **INTENDING PURCHASERS** shall meant the persons intending to acquire the various flats, units, apartments, constructed completion of new building and/or buildings at the said Property as defined hereinafter and to be ultimately transferred to various intending purchasers on ownership spaces and car parking spaces on ownership basis.
- xvi) **FIRST PARTY/OWNER** shall mean the parties hereto of the One Part and shall include any modifications and/or successors and the legal representative, Attorney assigns and/or nominees.
- xvii) **PLAN** shall mean the Plan to be sanctioned by the authorities concerned and include any modifications and/or alteration made thereto from time to time and the C.C Plan on completion of the construction of the Building project together with the completion certificate issued form the competent authority.
- xviii) **PROFESSIONAL TEAM** shall mean the Architect , Structural Engineers , Mechanical and/or Electric Engineers, Surveyors and/or such other professional engaged and/or contacted by Developer from time to time.
- xix) **SAID PREMISES** shall at present mean then entirety of the constructed area forming part of the said Housing Project and owned by the First Party/ owner containing by estimation an area of **12 Cottas- 13 Chittaks- 26 Sq.ft** equivalent to

9251 sq. ft. (more or less) being within the local limits of Bidhannagar Municipal Corporation in the District of North 24 Parganas more fully described in the **FIRST SCHEDULE** hereunder written.

- xx) **ALLOCATION** shall mean the respective ratio of shares of the First Party/Owner and the Developer over the salable area of the proposed building on its completion of construction as and by way of flats, units, apartments and spaces and car parking as agreed and recorded below in this Agreement.
- xxi) **SERVICES** shall mean the supply to and installation on the property of electricity, water, telecommunications, drainage and other services.
- xxii) **SINKING FUND** shall mean the fund to be paid and/or contributed by each of the flat Owner including the Purchasers herein towards maintenance fund which shall be held by the Developer/Seller and after the said new building is completed and possession is made over and upon formation of Association the said amount shall be transferred by the Developer/Seller to such Association.
- xxiii) **TRANSFER** with its grammatical variation shall include transfer by possession and by any other means lawfully adopted for effecting what is understood as a transfer of space in a multi-storied building to the purchasers thereof.
- xxiv) **REVENUE** shall mean the amount received from the Intending purchaser(s) by the Second Party/Developer but will not include any amount received by the Developer towards:
- a. Any service tax, VAT, GST or any other present or future taxes/cess or any other statutory or government levies or fees/ charge on development, construction or sale/transfer of any Units or otherwise on the Housing Project;
 - b. Any electric/water or any other utility deposits;
 - c. Any moneys collected/received from the Intending Purchaser(s) for providing facilities / utilities including electricity, water, club amenities/ equipment etc;

- d. Any monies collected towards maintenance and/or contribution toward corpus fund, any amount received from the prospective Purchaser towards legal charges , share money, society membership fees, stamp duty, registration fee, documentation charges for transfers of Unit(s) and other incidental and allied costs , expenses , of all deeds, documents, agreement, collected from Intending Purchasers;
- e. All fitment charges, furniture, machineries, equipment, furnishing , tools, etc. to be provided to Institutional Unit;
- f. Any grants and/or subsidies to be received for on in connection or in relation with the Development Work of the Project from the Authorities concerned under any Government or Statutory Scheme ; and
- g. Any payment which may be specifically stated elsewhere in the Agreement to be solely realized and appropriated by the Developer;

And accordingly any such amounts received and collected by Developer at (a) to (g) shall not be shared with the Owner.

ARTICLE II- INTERPRETATIONS

2.1 In this Agreement save to the extent that the context otherwise so requires:

- a. Any reference to any act of central or state legislature whether general or specific shall include any modification, extension or re-enactment of it for the first time being in force and all instruments ,orders ,plans ,regulations ,bye laws permissions or directions any time issued under it.
- b. Reference to any agreement , contract deed or documents shall be constructed as a reference to it as it may have been or may from time to time be amended ,varied ,altered ,supplemented or notated .

- c. An obligation of the Developer in this Agreement to do something shall include an obligation to procure that same shall be done and obligation on its part not to do something shall include an obligation not to permit, or allow the same to be done.
- d. Words denoting one gender shall include other gender as well.
- e. Words denoting singular number shall include the plural and vice versa.
- f. A reference to a statutory provision includes reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instrument or orders made pursuant thereto.
- g. Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made in this Agreement from time to time in force.
- h. The heading in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- i. The Schedule shall have effect and to be construed as an integral part of this Agreement.

ARTICLE III-PRELIMINARY EXPENSES/PRE DEVELOPMENT COSTS

3.1 At or before execution of this Agreement and in contemplation of the execution of the **Development Agreement.**

- i) Appointment of the Architect,
- ii) Architect's fees,
- iii) Soil Testing,
- iv) Preparation of the Plan,
- v) Various other preliminary expenses in connection with undertaking the said Housing project,

The amount so incurred by the Developer shall form part of the Development Costs and the Developer will not be entitled to claim reimbursement of such expenses.

ARTICLE IV – REPRESENTATIONS AND WARRANTIES BY THE FIRST PARTY/OWNER

4.1 At or before execution of this Agreement the First Party/Owner represented and assured the Developer as follows:-

- i) That the said entire premises belongs to the First Party/Owner alone and expecting First Party/Owner herein, nobody else has right, title, interest, claim or demand into or upon the said Premises or any part or portion thereof.
- ii) That the said entire premises of land is free from all encumbrances charges liens lispens attachments trusts whatsoever or howsoever.
- iii) That the First/Party Owner have a marketable title in respect of the said Premises.
- iv) That the First Party/Owner are legally competent to enter into the Agreement.
- v) That all municipal rates taxes and other outgoing payable in respect of the said entire premises upto the date of execution of this Agreement shall be paid borne and discharged by the First Party/Owner.
- vi) The First Party/Owner are in the peaceful and absolute possession of then said entire premises.
- vii) That after completion of the construction and/or or during the course of construction work if any unit, apartment, flat and car parking spaces (part of the Building(s)) is sold to the purchaser(s) from the share of the Second Party/Developer and then at the request of the Second Party/Developer, the First Party/Owner shall sing and execute respective deed of conveyance(s) along with the Developer being the Sellers un to and in favour of the said intended purchaser(s).
- viii) That the First Party/Owner shall execute one registered Development Power of attorney vesting several kind of powers including the power to cause transfer the share of the Second Party/Developer or its part as and by way unit, flats, apartments, car parking (part of the Building) together with undivided and proportionate share over the all common space and amenities of the building and over the land un to and in favour of the Second Party/Developer who shall then be solely and on behalf of the First Party Land owner being his attorney entitled to cause transfer of the absolute right, title and interest of the said unit, flats, apartments, car parking spaces together with undivided and proportionate share over the all common space and amenities of the building and over the land unto and infavour of the intending purchaser(s) against its desired and determined consideration.

ARTICLE V- PRESENTATIONS AND WARRANTIES BY THE DEVELOPER

The Second Party/Developer has represented and warranted to First Party/Owner that the Developer is established in the business of construction and development of real estate and has sufficient infrastructure and expertise in this field.

ARTICLE VI – COMMENCEMENT AND DURATION

- 6.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effects from 30TH day of October 2021 (hereinafter referred to as **the COMMENCEMENT DATE**).
- 6.2 Unless terminated and/or determined by the parties hereto by mutual consent, in writing, this agreement shall remain in full force and effect until such time the said housing project is completed.


ARTICLE VII- PLAN:

It shall mean the Building Sanction Plan to be approved by the Bidhannagar Municipal Corporation and/or any competent authority and its any renewal and/or modification from the competent authority of the Municipal Corporation and

- 7.1 The expression "Plan" shall mean and include all modification and/or alterations made thereto from time to time and also include the CC Plan along with Completion certificate.
- 7.2 The Developer shall be entitled to and is hereby authorized to amend and/or alter and/or modify the said Plan and the Owner hereby consent to the same.
- 7.3 All the expenses for its renewal and/or modification and/or alterations if made shall be paid and borne by the Developer herein.

ARTICLE VIII- DEVELOPMENT RIGHT AND LIABILITIES

- 8.1 Subject to the terms and conditions herein contained and subject to the developer agreeing to undertake construction of a new project comprising of block wise new building and/or buildings at the said premises and to incur all costs charges and expenses in connection therewith, the Owner have jointly agreed to grant the exclusive right of development in respect of the said Housing Project unto and in favor of the Developer herein and in connection therewith the Developer shall be entitled to act and is hereby authorized.

- i) Apply for and obtain all consents approvals and/or permission as maybe necessary and/or required for undertaking development of the said Premises.
 - ii) Take such steps as are necessary to divert all pipes , cables or other conducting media in , under or above the Premises or any adjoining or neighboring premises and which need to be diverted as a result of the Development.
 - iii) Install all electricity and other connections.
 - iv) Serve such notices and enter into such agreement with statutory or other companies as may be necessary to install services
 - v) Give all necessary or usual notices under any statute affecting the demolition and clearance of the premises and the development , give notices to all water, electricity and other statutory authorities as may be necessary in respect of development of the said Premises and pay all costs , fees and outgoing incident to or consequential on, any such notice and indemnify and keep indemnified the Owner from and all costs charges claims actions suits and proceedings
 - vi) Remain responsible for due compliance with all statutory requirement whether local, state or central and shall also remain responsible for any deviation in construction which may be not be in accordance with the Plan and has agreed to keep the Owner saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.
 - vii) Remain responsible for any accident taking place while undertaking construction and completion of the said new building and/or building and/or Housing project in accordance with the Plan and has agreed to keep the Owner saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.
 - viii) Comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of the development .
 - ix) Comply and/or procure compliance with, all statutes and any enforceable codes of practice of the Municipal or other authorities affecting the Premises or the development.
- 

- x) Take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts deeds and things required by any statute and comply with the lawful requirement of all the authorities for the development of the said Premises.
- xi) Incur all costs charges and expenses for the purpose of constructing erecting and completing the said Housing Project in accordance with the Plan with any and all modifications and/or alternations to be made thereto from time to time and sanctioned by the authorities concerned.
- xii) Make proper provision for security of the premises during the course of development
- xiii) Not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Premises or any part or portion thereof.
- xiv) Not to expose the owner to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect , Engineer and other agents as maybe necessary and/or required for the purpose of the construction erection and completion of the said project.
- xv) To remain solely liable and/or responsible for all acts deeds matters and things for undertaking the said housing project in accordance with the Plan and to pay perform and observe all the terms conditions covenants and obligations on the part of the Developer to be said performed and observe.

7.1.1 For the purpose of the development of the said project the Developer has agreed:

- i) To appoint its own professional team for undertaking development of the said properties:-
 - a) To take all necessary action to enforce the due , proper and prompt performe and discharge by the other parties of its respective obligations under the building contract, any sub contracts or agreements with the Development and the appointments of the member of its Professional

Team and the Developer shall itself diligently observe and perform its obligation under the same.

- ii) Has used and/or shall continue to use all responsible skill and care in relation to the development , to the co-ordination management and supervision of the Building Contractor and the Professional Team , to selection and preparation of all necessary performance specifications and requirements and to design of the Development for the purpose for which is to be used.
- iii) The approved plans have been and will be prepared competently and professionally so as to provide for a building a free from any design defects and fit for the purpose for which is to be used and the Premises is fit for the carrying out of the development.
- iv) To commence and proceed diligently to execute and complete the development:
 - A. In a good and workman like manner with good quality of materials of their several kinds free from any latent or inherent defect (whether of design, workmanship or material) to the reasonable satisfaction of the Owner.
 - B. In accordance with the Plan , Planning Permissions and all planning permissions which may be granted for then development , the consents , any relevant statutory requirement and building regulations, the requirements of any statutory or other competent authority and the provision of this agreement.
 - C. The Developer shall use its best endeavors to cause the Development to be practically completed in accordance with the provisions of this Agreement.

ARTICLE IX- QWNER'S OBLIGATIONS

9.1 The First Party/Owner has agreed:

- i) To co-operate with the Developer in all respect for development of the said Housing Project in terms of this agreement, lawfully.

- ii) To execute all deeds, documents and instruments as may be necessary and/or required from time to time.
- iii) For the purpose of obtaining all permissions for renewal and/or modification and/or alteration of the Said Plan to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the New Building and/or Building in accordance with the said Plan.
- iv) The Owner shall grant one registered Development Power of Attorney in favor of the Developer or its nominee and/or nominees to enable the Developer to:
 - A. Obtain all permissions approvals, sanctions, renewal, modification and/or alteration of said plan and/or consents as may be necessary and/or required including permission from the Fire Department, Police and other authorities.
 - B. Appoint Architect, Engineers, Contractors, Professional Team and other agents.
 - C. Do all acts deeds and things for the purpose of giving effects to this agreement.
 - D. Execute the Deed of conveyance in respect of all units, flats, apartments, car parking spaces together with the undivided proportionate share in the land attributable to the saleable flats, units in favour of the Intending Purchases acquiring flats, units, apartments, constructed spaces and car parking spaces in the said Premises.

9.2 The Owner have agreed and have covenanted with the Developer that during the continuance of this Agreement they will not create any interest to any third party therein and in the event of there being any defect in title it shall be the obligation and responsibility of the Owner to remedy and/or cure such defects at their own cost and shall keep the Developer and/or its partners saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings including litigation costs

9.3 The Owner agree that they will not transfer or assign the benefits of this Agreement to any other person and/or persons without the consent of the Developer in writing.



ARTICLE X- DEVELOPMENT COSTS

11.1 The Developer shall incur all development costs including all costs, fees and expenses wholly and exclusively expended or incurred including , without limitation, the item listed below:

- i) The proper costs of obtaining planning permissions in respect of the development (including fees of the architects surveyors or consultants relating thereto) together with planning and building regulation fees , fees payment to statutory undertakers and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any legislature of similar nature
- ii) The proper costs of investigations, surveys, and tests in respect of soil, drains, structures and rights of light.
- iii) The proper costs to be incurred and/or payable to architect, surveyors ,engineers ,quantity surveyors or other engaged in respect of the development.
- iv) The proper costs and expenses payable to for marketing editor and/or selling the Development including any advertising , research and other marketing costs.
- v) All rates, water rates , or any other outgoing or impositions lawfully assessed in respect of the Premises or on the Owner or occupiers of it in respect of the Development and all costs of maintain and repairing the Development in so far as in all such cases the responsibility therefore is not assumed by or recoverable from third party.
- vi) All other sums properly expended or incurred by the Developer in relation to carrying out the completion of the Development.
- vii) All proper costs and interests and other costs payable by the Developer for undertaking development of the said project.

ARTICLE XI- CONSTRUCTION, ERECTION AND COMPLETION

11.1 The Owner hereby covenant with the Developer that the owner shall deliver peaceful vacant possession of the "**SAID PREMISES OR ENTIRE PREMISES**" within 45 days from the date of registration of this Development Agreement.

11.2 The Owner have agreed to grant power to the developer to enter upon the said Property. The Developer shall undertake development of the said Housing Project in accordance with the said plan sanctioned by the authorities concerned with any modifications and/or alteration made thereto from time to time and unless prevented by circumstances beyond its

control the Developer shall cause the said Housing project i.e. the new building and/or building to be constructed on the said Premises with such specifications within a period of **36(Thirty Six)** months from the date of receiving peaceful vacant possession of the "**SAID PREMISES OR ENTIRE PREMISES**" from the First Party/Owner after execution of this Development Agreement together with a grace period of 180 days (hereinafter referred to as the **COMPLETION DATE**) and/or mutually agreed in between the parties to this development agreement.

11.3 Immediately after execution and registration of this deed of development agreement and other permission for undertaking construction is obtained the Developer shall :

- i) Immediately commence and/or proceed diligently to execute and complete the development.
- ii) Proceed diligently and execute and complete the development in a good and workmanlike manner with good quality materials and/or as maybe recommended by the Architect free from any latent or inherent defect
- iii) Execute and complete the development in accordance with the approved plan and shall comply with the requirement of any statutory or other competent authority and the provision of this agreement.

11.4 The said specification may be altered as may be recommended by the Architect and shall be substituted with specifications of comparable quality.

ARTICLE XII- REFUNDABLE SECURITY DEPOSIT

12.1 A sum of Rs.40,00,000/- (Rupees Forty Lakhs) only is payable to the First Party/Owner by the Developer as and by way of refundable Security Deposit which the First Party/Owner shall be liable to be refunded to the Developer on the day of taking possession of their allocated shares of the house building project from the Developer without interest. That out of the aforesaid sum of Rs.40,00,000/- [Rupees Forty Lakhs] only, a sum of Rs.15,00,000/- [Rupees Fifteen Lakhs] only has already been received by the First Party/Owner which has been paid according to the instruction of the First Party/Owner by the Developer and the Developer shall pay the balance sum of security deposit amounting to Rs.25,00,000/- (Rupees Twenty Five Lakhs) only in the following manner :

- a) On completion of Mutation of the names of the First Party/Owners before the B.L & L.R.O Rajaraht North 24 Parganas = Rs.1,00,000/- [Rupees One Lakh] only.

- b]. On completion of Mutation of the names of the First Party/Owners before the Bidhannagar Municipal Corporation =Rs.1,00,000/-[Rupees One Lakh] only.
- c]. On completion of conversion of land from its existing character to Housing and/or bastu =Rs.1,00,000/-only.
- d]. On completion of approval of Building Sanction Plan = Rs.2,00,000/-[Rupees Two Lakhs] only.
- e]. On completion of Second Floor Roof Casting = Rs.5,00,000/-[Rupees Five Lakhs] only.
- f]. On completion of Top Floor Roof casting = Rs.5,00,000/-[Rupees Five Lakhs] only.
- g]. On completion of Brick Work =Rs.5,00,000/-[Rupees Five Lakhs] only.
- h]. On completion of plastering =Rs.5,00,000/[Rupees Five Lakhs] only.

ARTICLE XIII- SHARE BAND DISTRIBUTION

13.1 a). That it is agreed between the Owner and the Developer that the defined allocation arising out of such total saleable space of the building upon its completion of construction shall be shared between the Owner and the Developer respectively by 42% share and 58% share. That is meaning that the First Party/Owner shall be entitled to get and or achieve 42% share over the total saleable space of the entire house building project and the Developer shall be entitled to get or achieve 58% share over the total saleable space of the entire house building project and the possession of the allocation of the Owner shall be delivered by the Developer by issuing respective possession letter to the Owner.

b). The distributable allocation of the saleable space of the proposed house building project upon its completion of construction in between the parties to this agreement following the terms and conditions of this development agreement shall be shared in the manner following:-

Sl. No.	Name of the First Party/Owner	Share in total saleable space	Individual shares of the First Party/Owner in their collective share of 45% share according to their shares in Said Property.
1	[1]. Rajiya Begum, [2]. Anoyara Bibi, [3]. Sk. Sabir Mohammad, [4]. Sk. Sadik Mohammad, [5]. Sayed Mohhammad, [6]. Rabiya Bibi, [7]. Mst. Rokeya Khatun, [8]. Kulsum Bibi, [9]. Azmira Khatun, [10]. Tahera Bibi, [11].	42%	1). Rajiya Begum the First Party/Owner No-1 = 06.25% out of 42% share. 2). Anoyara Bibi the First Party/Owner No-2 = 06.26% out of 42% share.

	Sahera Khatun And [12].Bilkis Bibi shall collectively.		<p>3]. Sk. Sabir Mohammad the First Party/Owner No-3 = 13.46% out of 42% share.</p> <p>4]. Sk. Sadik Mohammad the First Party/Owner No-4 = 13.46 % out of 42% share.</p> <p>5]. Sayed Mohhamd the First Party/Owner No-5 = 13.46 % out of 42% share.</p> <p>6]. Rabiya Bibi the First Party/Owner No-6 =06.73% out of 42% share.</p> <p>7]. Mst. Rokeya Khatun the First Party/Owner No-7 =06.73 % out of 42% share.</p> <p>8]. Kulsum Bibi the First Party/Owner No-8 =06.73% out of 42% share.</p> <p>9]. Azmira Khatun the First Party/Owner No-9 =06.73% out of 42% share.</p> <p>10]. Tahira Bibi the First Party/Owner No-10 =06.73% out of 42% share.</p> <p>11]. Sahera Khatun the First Party/Owner No-11 = 06.73% out of 42% share.</p> <p>12]. Bilkis Bibi the First Party/Owner No-12 =06.73% out of 42% share.</p>
2	THE BENGAL WINGS	58%	58%

13.2 It is agreed between the parties that the Second Party/Developer is entitled to sale its allocated share or its part thereof as and by way of Flat/Unit/Apartment/Spaces to its purchaser or purchasers where the First Party/Owner herein shall not make any objection but shall co operate with the Developer by signing and executing any papers and/or documents as would be required for such transfer, AND on the other hand it is also agreed between the parties that the First Party/Owner are also individually entitled to sale his/their allocated share or its part thereof as and by way of Flat/Unit/Apartment/Spaces to their purchaser or purchasers where the Developer herein shall not make any objection but shall co operate with the First Party/Owner by issuing respective possession letter of their saleable area as and by way of Flat/Unit/Apartment/Space and shall also sign and execute any other papers and/or documents as would be required for such transfer.

13.3 **MARKETING:- a).** The Developer shall be entitled to and is hereby authorized to

- i) Appoint brokers and other agents for promoting the sale and transfer of the various flats, units, apartment, other constructed spaces and car parking spaces from the aforesaid allocation of the Developer only .
- ii) To work out the strategy for promoting sale of Developer's allocation in consultation with the owner.
- iii) To negotiate with intending purchasers for sale and transfer of the various flats units apartment constructed spaces and car parking spaces from the Developer's allocation only on such terms and conditions as agreed to between the Owner and the Developer.

b). The First Party/Owner shall be entitled to and is hereby authorized to

- i). Appoint brokers and other agents for promoting the sale and transfer of the various flats, units, apartment, other constructed spaces and car parking spaces from the aforesaid allocation of the First Party/Owner only.
- ii). To work out the strategy for promoting sale of Owner's allocation in consultation with the Developer.
- iii). To negotiate with intending purchasers for sale and transfer of the various flats units apartment constructed spaces and car parking spaces from the Owner's allocation only on such terms and conditions as agreed to between the Owner and the Developer.

ARTICLE XV-RATES & TAXES :

- 14.1 All rates taxes and other outgoing including Khazana (hereinafter referred to as the RATES & TAXES) payable in respect of the said Property will be paid borne and discharged by the developer till completion of the Housing Project since execution of this development agreement BUT all due taxes and other out goings including Khazana prior to the execution of this deed of development agreement if due in respect of the "SAID PROPERTY OR SAID PREMISES" shall be paid by the First Party/Owner.

ARTICLE XVI- BREACHES AND CONSEQUENCES THEREOF

- 15.1 None of the parties shall be entitled to cancel and/or rescind this Agreement and in the event of any default on the party (hereinafter referred to as **DEFAULTING PARTY**) the other party shall be entitled to sue the party in default for specific performances of this agreement and for other consequential reliefs **IT BEING EXPRESSLY AGREED AND DECLARED** that it is the intention of the parties hereto the Developer shall develop the said premises under the terms of this contract and do business by selling its allocated share by providing and delivering peaceful possession of the allocated share of the First Party/Owner within the aforesaid period of this development agreement by issuing possession letter respectively to the First Party/Owner. However , in the event the parties shall first refer all such disputes and differences to arbitration in the manner as hereinafter appearing before initiating legal proceedings.

ARTICLE XVII- RULES AND REGULATION FRAMED BY DEVELOPER TILL FORMATION OF ASSOCIATION / SOCIETY/SYNDICATE/COMPANY.

- 16.1 The Developer shall be entitled to frame necessary rules and regulation for the purpose of regulating the user of the various units of the said project and each of the persons intending to and/or acquiring a unit/space in the said project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on the account of the maintenance charges to the maintenance company till such time the such Society/Syndicate/Association/Company is formed.

ARTICLE XVIII- HOUSING ORGANISATION

17.1 After completion of the said Housing project or so soon thereafter the Developer shall cause a Society/Syndicate/Association/Company/ Adhoc Committee to be formed for the purpose of taking over of the common parts and portions and also for the purpose of rendition of the common of the common services and each of the person acquiring a unit/space in the said new building and/or project shall be bound to become a member of such Holding Organization.

17.2 In the event of the control of the common parts and portions and the obligation of renditions of common services being entrusted by the Developer to any Facility Management Company each of the persons acquiring a unit/space in the said new building and/or project shall be liable and unconditionally agrees to make payment of the proportionate share of the maintenance charges to such Management Company without raising any objection whatsoever or howsoever.

ARTICLE XIX-FRAMING RULES FOR ASSOCIATION/ADHOC COMMITTEE

18.1 The Developer shall be entitled to frame necessary rules and regulations for the purpose of regulating the user of the various units and/or the common parts and portions forming part of the said project and each of the persons intending to and/or acquiring a unit/space in the said project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of maintenance charges to the maintenance company till such time the Holding Organization/Association/Adhoc Committee.

ARTICLE XX- FORCE MAJEURE

19.1 Force majeure shall mean and include an event preventing either party from performing any or all of its obligations under this agreement ,which arises from, or is attributable to , unforeseen occurrences , acts ,events, omissions or accidents which are beyond the responsible control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement , including , without limitation, any abnormal inclement weather ,flood, lightening , storm , fire, explosion, earthquake, subsidence , structural damage, epidemic, pandemic and endemic or other natural physical disaster , failure or shortage of power supply ,war, military operations ,riot, crowd disorder, strike, lock-outs , labor unrest or other industrial action , terrorist action, civil commotion, and

any legislation , regulation , ruling or omissions (including failure to grant any necessary permission or sanctions for reason outside the control of either party) or any relevant Government or Court orders.

19.2 If either party is delayed in , or prevented from, performing any of its obligations under this agreement by any event of Force Majeure, that the party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure, during the continuance thereof, and for such time after the cessation, as is to perform its obligations. Neither the Owner nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither the Owner nor the Developer shall be deemed to have defaulted in the performances of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

19.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event to a conclusion as soon as possible.

ARTICLE XXI – CONFIDENTIALITY

20.1 Confidential Information shall mean and include all trade secrets , business plans and other information relating to (whether directly or indirectly) the businesses thereof (including , but not limited to , the provision of this Agreement) and in whatever form, which is acquired by, or disclosed to, the other Party pursuant to this Agreement.

20.2 In consideration of Confidential Information of each Party (Disclosing Party) being made available to the other Party (Receiving Party) under this Agreement, the Receiving Party shall at all times :

- a. Treat all such Confidential Information as secret and confidential and take all necessary steps to preserve such confidentiality.
- b. Not use any Confidential Information other than for the purpose of performing its obligations under this Agreement and in particular, not to use or seek to use such Confidential Information to obtain (whether directly or indirectly) any

commercial, trading or other advantage (whether tangible or intangible) over the Disclosing Party.

- c. Not disclose such Confidential Information to anyone other than with the prior written consents (such consents to be granted or withheld at the Disclosing Party's absolute discretion) of the Disclosing Party.
- d. Not make any copies of any such Confidential Information(including ,without limitation, any document, electronic file, note ,extract, analysis or any other derivation or ways of representing or recording any such Confidential Information) without Disclosing Party's prior written consents (such consents to be granted or withheld at the Disclosing Party's absolute discretion) .
- e. Upon written request by the Disclosing Party , promptly deliver to the Disclosing Party or the direction of the Disclosing Party , destroy , all materials containing any such (such consents to be granted or withheld at the Disclosing Party's absolute discretion) and all copies , extract or reproduction of it (as permitted under this Agreement) and to certify compliance to the Disclosing Party in writing.

ARTICLE XXII – ENTIRE AGREEMENT

21.1 This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreement between Parties , oral or implied.

ARTICLE XXIII- AMENDMENT / MODIFICATION

21.2 No amendment or modification of this agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the parties and expressly referring to the relevant provision of this Agreement.

ARTICLE XXIV – NOTICE

21.3 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery , by or facsimile transmission or registered post with acknowledgement due or through courier service to proper address and for the attention of the relevant Party(or such other address as is otherwise notified by each party from time to time)

21.4 Any such notice or other written communication shall be deemed to have been served:

- a. If delivered personally, at the time of delivery.
- b. If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities.
- c. If sent by facsimile transmission, at the time of transmission (if sent during business hours or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.
- d. In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

ARTICLE XXV- AUTHORISED REPRESENTATIVE

24.1 APPOINTMENT OF OWNER'S REPRESENTATIVE

For the purpose of giving effect to this agreement and implementation thereof it has been agreed that the Owner themselves shall be deemed to be the representative for the following purposes:-

- I) The giving and receiving of all notices, statements and information required in accordance with this agreement
- II) Performance and responsibilities of the Owner in connection with the Development
- III) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement.

ARTICLE XXVI- APPOINTMENT OF DEVELOPER'S REPRESENTATIVE

25.1 For the purpose of giving effects to this Agreement and implementation thereof it has been agreed that all the partners of THE BEGNAL WINGS either jointly or separely shall be deemed to be the representative of the Developer for the following purpose:

- I) The giving and receiving of all notices, statements and information required in accordance with this agreement
- II) Performance and responsibilities of the Developer in connection with the Development
- III) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement.

25.2 It is hereby expressly made clear that any act, Deed or thing done by any of the authorized representative shall be final and binding on the parties to whom such authorized representative belongs.

ARTICLE XXVII-MARKETING OF DEVELOPMENT/PRICING POLICY

26.1 That the Developer shall be entitled to do marketing in respect of sale and/or transfer of its respective allocated share and/or allocation as per its own strategy and it is agreed by the First Party/Owner that they all shall abide by the aforesaid strategy of marketing in respect of the sale and/or transfer of their allocated share.

26.2 The name of the building complex is hereby given as "BENGAL AASHIYANA" and shall be known and identified accordingly.

26.3 It is clarified that though the Owner is entitled to their allocated share in the manner stated above, the owner shall not be liable for any claims from the customer or customers of the Developer of its allocated share and the developer shall be solely and exclusively responsible and liable to settle all customers claims be it for compensation for delay, quality of construction or any kinds of damages claimed by the customers and any kind amounts paid by the Developer to customers on account such claims shall not be deducted from share of the Owner. The Owner are also not liable to share any losses which the Developer may incur in executing the Project due to any reason. It is however clarified that if there are any claims from the customer on account of the defect in title of the Owner to the Schedule Property or portion thereof or if the delay in completing the Project or any phase therein is on account of defect in the title of the Owner to the Schedule Property or portion thereof, the Owner shall be liable to compensate the losses fully.

ARTICLE XXVIII- DOCUMENTATION

27.1 The parties hereto jointly appoint Sk. Mehbubar Rahman & Rojina Parvin (Advocate and/or Solicitor) for the purpose of undertaking drafting and finalization of the agreements for the sale and/or deeds of conveyance with the intent and object that there is uniformity in the documents to be executed in favour of the intending purchasers.

ARTICLE XXIX- MISCELLANEOUS

28.1 **RELATIONSHIP OF THE PARTIES:-** This Agreement does not create nor shall it in any circumstances be taken as having created a partnership between the parties and the rights and obligations of the parties shall be governed by the terms and conditions of this Agreement.

28.2 **NON WAIVER:-** Any delay tolerated and/or indulgence shown by any of the parties in enforcing the terms and conditions herein mentioned or any tolerance shown shall not be treated or constructed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of either of the parties.

28.3 **COSTS:-** The Developer shall pay and bear the registration charges towards this Agreement.

28.4 The Developer shall have and retain for itself, its successors and assigns, the right at its expenses, to construct further and/or additional floors and for the benefit of the same and project adjacent property owned or operated by the Owners/Developer, to utilize and to grant easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors, cable television lines, walk ways, roadways, and right of way over, across and under the common elements including without limitation any existing utilities, sanitary lines, sewer lines, and cable television and to connect the same over, across and under the common elements provided that such utilization, easement, relocation and connection of lines shall not materially impair or interfere with the use of any unit.

It has been expressly agreed by and between the Owner that the Developer shall be entitled to amalgamate the adjacent property with the said premises and/or to provide the

right of ingress and egress to enter into or obstruction whatsoever or howsoever and the Owner agrees not to raise any objection or dispute for such arrangement.

28.5 No remedy conferred by any of the provision of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.

28.6 Time shall be the essence as regards the provisions of this Agreement both as regards the time and period mention herein and as regards any times or periods which may by agreement between the parties be substituted for them.

28.7 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provision shall not in any way be affected or impaired thereby.

28.8 Save as hereinbefore provided, termination of this Agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.

28.9 All municipal rates taxes khazana and other outgoing on and from the date of commencement of the work of construction payable in respect of the said Premises shall be paid borne and discharged by the Developer.

28.10 In the event of any amount becoming payable on account of Service Tax and/or under the works contract then and in that event the Developer herein shall bear the same.

28.11 This Agreement shall be binding on the parties hereto and their respective successors and assigns.

28.12 Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

ARTICLE XXX

29.1 The parties as far as possible shall try and resolve all disputes and differences which may arise amicably but in the events of such differences and/or disputes are not capable of being amicably resolved after execution of the this Development Agreement all disputes or differences between the parties hereto in any ways touching or concerning this Agreement or as to the interpretation scope or effects of any of terms and conditions herein contained or as regards the rights and liabilities of the parties hereto shall be referred to arbitration or an arbitral forum under the provision of the Arbitration and Conciliation Act 1996 comprising of single person (Tribunal) to be appointed by Developer .

The Tribunal shall:-

- a. Proceed summarily by framing rules and regulations of the arbitral proceeding.
- b. Avoid all rules, procedures and/or evidences that can lawfully be avoided by mutual consent and/or direction by parties.
- c. Fix the venue at Kolkata/North 24 Parganas only.
- d. Use only English as the language for proceedings.
- e. Conduct the proceedings periodically for at least 2(Two) hours per day if the same is acceptable to all parties.
- f. Not grant to either of the parties any extension of time and/or adjournment unnecessarily .
- g. Make publish the Awards within a period of six month from the date of entering upon the reference.
- h. Award damages along with the final awards against the Party not complying with any interim award or order passed by the Tribunal.
- i. The award of the Tribunal shall be final and binding.

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE SAID ENTIRE PREMISES)

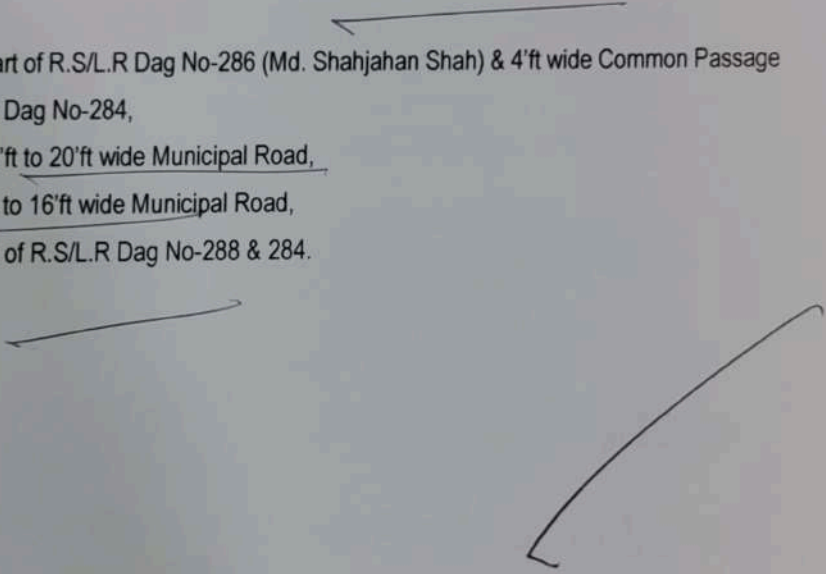
ALL THAT a plot of land measuring about 12 Cottas- 13 Chittaks- 26 Sq.ft out of which 00 Cottas- 11 Chittaks- 29 Sq.ft Danga land comprised in the R.S/L.R Dag No-286, in the L.R Khatian No-330 and 12 Cottas- 01 Chittaks- 42 Sq.ft Bagan land comprised in the R.S/L.R Dag No-287 in the L.R Khatian No-330 at Mouza-Salua, **Locality Muslim Para Azad Hind Garh**, J.L No-03, P.S-Airport, within the Ward No-04 of the Bidhannagar Municipal Corporation, Dist-North 24 Parganas, Kolkata-700136 which is butted and bounded by -:

THE NORTH-: Part of R.S/L.R Dag No-286 (Md. Shahjahan Shah) & 4'ft wide Common Passage & Part of R.S/L.R Dag No-284,

THE SOUTH-: 30'ft to 20'ft wide Municipal Road,

THE EAST-: 20'ft to 16'ft wide Municipal Road,

THE WEST-: Part of R.S/L.R Dag No-288 & 284.



IN WITNESSES WHEREOF the Parties herein have set and subscribed their respective hands, seal and signature on the day, month and year as above written in presence of the following witnesses.

WITNESSES:

① Sabaijmal Khan
Murgachha
PS-Ghala
Kolkata-700140

② Mr. Shahjahan Shah
S/O Mr. Ali Akbar Shah
Solkar, R. Gopalpur,
P.S. Airport, Kolkata-136

1. *আবুল কাশিম*
2. Anoyarobibi
3. Mr. Sabir Mohammad.
4. Mr. Sadik Mohammad
5. Sayed Mohammad
6. Rubaina Bidei
7. Mst Rekeya Khatun
8. Kulsum Bibi
9. Azmirat Khatun.
10. Tahera bibi
11. Sahera Khatun
12. Bilkish bibi

SIGNATURE OF THE FIRST
PARTY/ OWNER

For THE BENGAL WINGS

1. *Mr. Usku*
2. *Mr. Reesh*
3. *Mr. Shahwar Alam*
4. *Praspraj Si Mondal*

SIGNATURE OF THE SECOND PARTY/DEVELOPER. Partners

DRAFTED & PREPARED BY ME IN MY OFFICE

Rojina Parvin

ROJINA PARVIN
(ADVOCATE)

EN. No. F-1282/2013 (2013/24/86/2013)

BARASAT JUDGE'S COURT

NORTH 24 PARGANAS, KOLKATA-700124

ACKNOWLEDGEMENT

Received with Thanks from the Developer a sum of Rs.15,00,000/-[Rupees Fifteen Lakhs] only as per the following memo being part of refundable security deposit and signed this memo on this day, month and year above written in presence of the following witnesses.

MEMO

SL	DATE	CHQ/NEFT/CASH	BANK	BRANCH	AMOUNT
1.	03-02-2021	184483	SBI	RAJARHAT TOWN SHIP	Rs. 50,000/- Only
2.	03-02-2021	110824	ALLAHABAD	PARK CIRCUS	Rs. 1,00,000/- Only
3.	03-02-2021	000968	ICICI	TOPSIA	Rs. 2,50,000/- Only
4.	03-02-2021	110823	ALLAHABAD	PARK CIRCUS	Rs. 3,50,000/- Only
5.	03-02-2021	110825	ALLAHABAD	PARK CIRCUS	Rs. 50,000/- Only
6.	03-02-2021	184485	SBI	RAJARHAT TOWN SHIP	Rs. 50,000/- Only
7.	03-02-2021	184482	SBI	RAJARHAT TOWN SHIP	Rs. 1,00,000/- Only
8.	03-02-2021	CASH	=====	=====	Rs.50,000/- Only
9.	10-06-2021	IT00FTNPC3	SBI	RAJARHAT TOWN SHIP	Rs. 50,000/- Only
10.	11-06-2021	IT00FTXZ05	SBI	RAJARHAT TOWN SHIP	Rs. 1,50,000/- Only
11.	12-08-2021	712186	SBI	PARK CIRCUS	Rs. 1,00,000/- Only
12.	11-08-2021	617065	SBI	TOPSIA	Rs. 1,00,000/- Only

13.	17-08-2021	IMPS-592435828	ICICI	TOPSIA	Rs. 10,000/- Only
14.	17-08-2021	IMPS-592446169	ICICI	TOPSIA	Rs. 20,000/- Only
15.	17-08-2021	IMPS-592447317	ICICI	TOPSIA	Rs. 20,000/- Only
16.	17-08-2021	IMPS-592448119	ICICI	TOPSIA	Rs. 20,000/- Only
17.	17-08-2021	IMPS-592450474	ICICI	TOPSIA	Rs. 20,000/- Only
18.	17-08-2021	IMPS-592451214	ICICI	TOPSIA	Rs. 10,000/- Only

WITNESSES:

① Sabujamal Khan
Munigacha
P.S. Ghata
Kal-700110

② Md. Shahjahan Shah
5/1 N. D. D. K. B. Shah
Solea, R. Gopalpur
P.S. Dimpura, Kal-136

1. Anoyakubi
2. Anoyakubi
3. Sk. Sabir Hossain
4. B. Badur Mahammed
5. Sayed mahammad
6. Rehana Bibi
7. Mst Rokya Khatun
8. Kulsum Bibi
9. Azmirat Khatun
10. Tahera bibi
11. Sahera Khatun
12. Bilkish bibi

SIGNATURE OF THE FIRST PARTY/OWNER

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
GRIPS eChallan

GRN Details

GRN:	192021220104429508	Payment Mode:	Online Payment (SBI Epay)
GRN Date:	30/10/2021 12:56:13	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	7063172524033	BRN Date:	30/10/2021 12:10:24
Gateway Ref ID:	857899653	Method:	Axis Bank-Retail NB
Payment Status:	Successful	Payment Ref. No:	2002185525/4/2021

[Query No*/Query Year]

Depositor Details

Depositor's Name: THE BENGAL WINGS
Address: SALUA MUSLIM PARA KOL 700052
Mobile: 8017821883
Depositor Status: Buyer/Claimants
Query No: 2002185525
Applicant's Name: Mrs ROJINA PARVIN
Identification No: 2002185525/4/2021
Remarks: Sale, Development Agreement or Construction agreement

I-3496/2021

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002185525/4/2021	Property Registration- Stamp duty	0030-02-103-003-02	9521
2	2002185525/4/2021	Property Registration- Registration Fees	0030-03-104-001-16	15021
			Total	24542

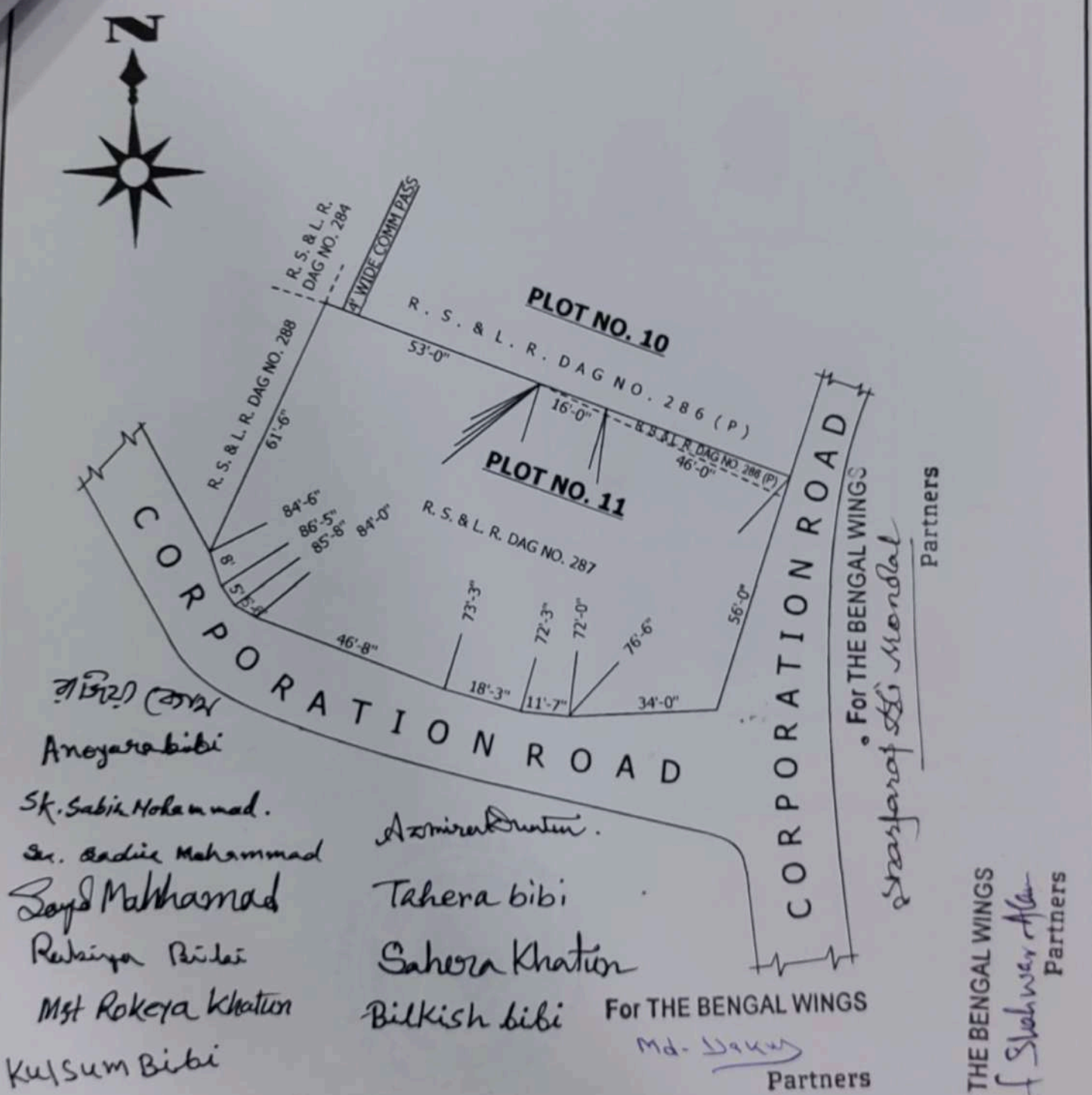
IN WORDS: TWENTY FOUR THOUSAND FIVE HUNDRED FORTY TWO ONLY.



THE PLAN OF PART OF C. S. DAG NO. 278, R. S. & L. R. DAG NOS. 286 & 287, AT MOUZA- SALUA, J. L. NO. 3, R. S. NO. 109, L. R. KHATIAN NO. 330, P.S.- AIRPORT, DIST.- NORTH 24 PARGANAS. UNDER BIDHAN NAGAR MUNICIPAL CORPORATION, WARD NO. 04.

Scale : 1" = 33'-0"

PLOT OF DEED AREA : 12KH-13CH-26SFT (MORE OR LESS)



আয়েশা বেগম (বাই)
Anayara Bibi

Sk. Sabir Mohammad.
Sr. Badie Mohammad
Sayid Mahammad
Rehman Bida
Mst Rokya Khatun
Kulsum Bibi

Azmiratun.
Tahera bibi
Sahera Khatun
Bilkish bibi

For THE BENGAL WINGS
Md. Daku
Partners

For THE BENGAL WINGS
Shahwarat Ali Mondal
Partners

For THE BENGAL WINGS
Md. Shahwarat Ali
Partners

PLOT COL.	REFERENCE	DEED AREA IN		
		KH	CH	SFT
	R. S. & L. R. DAG NO. 286 (P)	00	11	29
	R. S. & L. R. DAG NO. 287 (P)	12	01	42
TOTAL AREA		12	13	26

MORE OR LESS


For THE BENGAL WINGS
Md. Zeeshan
Partners

COPIED BY
SK. R. ALI
REGD. NO. 16522
RAJARHAT


THE
ANT /
SALLER /
RCAIMENT
TH PHOTO

UNDER RULE 44A OF THE I.R. ACT 1908

N.B. - LH BOX - SMALL TO THUMB PRINTS
R.H. BOX - THUMB TO SMALL PRINTS

 Handwritten name: <i>Handwritten name</i>	LH					
	RH.					

ATTESTED :- *Handwritten signature*

 Handwritten name: <i>Anoyara bibi</i>	LH					
	RH.					

Anoyara bibi
ATTESTED :- *Anoyara bibi*

 Handwritten name: <i>Sk. Sabir Mohammad</i>	LH.					
	RH.					

ATTESTED :- *Sk. Sabir Mohammad*

OF THE
ANT /
T / SALLER/
RICAIMENT
TH PHOTO

UNDER RULE 44A OF THE I.R. ACT 1908

N.B. -

LH BOX - SMALL TO THUMB PRINTS
R.H. BOX - THUMB TO SMALL PRINTS



Ser. Saadiah Mohammad

LH

RH.

ATTESTED :- Ser. Saadiah Mohammed



Sayed Makhamaad

LH

RH.

ATTESTED :- Sayed Makhamaad



Rushaiya Bilal

LH.

RH.

ATTESTED :- Rushaiya Bilal

OF THE
STANT /
NT / SALLER/
ER/CAMENT
WITH PHOTO

UNDER RULE 44A OF THE I.R. ACT 1908

N.B. -

LH BOX - SMALL TO THUMB PRINTS
R.H. BOX - THUMB TO SMALL PRINTS

	LH					
	RH.					

Mst Rekeya Khatun

ATTESTED :- Mst Rekeya Khatun

	LH					
	RH.					

Kulsum Bibi

ATTESTED :- Kulsum Bibi

	LH.					
	RH.					

Azmirat Khatun.

ATTESTED :- Azmirat Khatun.

OF THE
ANT!
T / SALLER/
R/CAIMENT
TH PHOTO

UNDER RULE 44A OF THE I.R. ACT 1908

N.B. - LH BOX - SMALL TO THUMB PRINTS
R.H. BOX - THUMB TO SMALL PRINTS



Tahera bibi

LH					
RH.					

ATTESTED :- Tahera bibi



Sahera Khatun

LH					
RH.					

ATTESTED :- Sahera Khatun



Bilkish bibi

LH.					
RH.					

ATTESTED :- Bilkish bibi

OF THE
ANT!
T / SALLER/
RICAIMENT
TH PHOTO

UNDER RULE 44A OF THE I.R. ACT 1908

N.B. -

LH BOX - SMALL TO THUMB PRINTS

R.H. BOX - THUMB TO SMALL PRINTS

	LH					
	RH.					

ATTESTED :-

Shasfaraj Si Mondal

PHOTO	LH					
	RH.					

ATTESTED :-

PHOTO	LH.					
	RH.					

ATTESTED :-

Major Information of the Deed



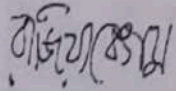


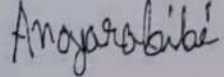


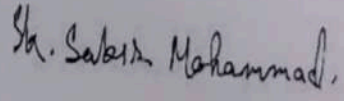
Query No / Year	I-1504-03496/2021	Date of Registration	30/10/2021
Query Date	1504-2002185525/2021	Office where deed is registered	
Applicant Name, Address & Other Details	25/10/2021 2:59:29 PM 1504-2002185525/2021		
Transaction	ROJINA PARVIN KAIKHALI, BIMANNAGAR, Thana : Airport, District : North 24-Parganas, WEST BENGAL, PIN - 700052, Mobile No. : 9830610564, Status : Advocate		
[0110] Sale, Development Agreement or Construction agreement	Additional Transaction [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 15,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 97,13,552/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 15,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Azad Hind Garh (Salua), Mouza: Salua, JI No: 3, Pin Code : 700136

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-286 (RS :-)	LR-330	Bastu	Danga	11 Chatak 29 Sq Ft	1/-	5,50,200/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L2	LR-287 (RS :-)	LR-330	Bastu	Bagan	12 Katha 1 Chatak 42 Sq Ft	1/-	91,63,352/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
TOTAL :					21.2002Dec	2 /-	97,13,552 /-	
Grand Total :					21.2002Dec	2 /-	97,13,552 /-	

...ss, Photo, Finger print and Signature

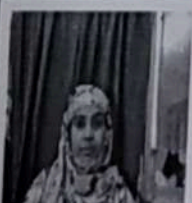

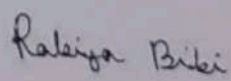
Name	Photo	Finger Print	Signature
SIYA BEGUM (Presentant) Wife of Late SADARUDDIN MONDAL ALIAS SADAUDDIN Executed by: Self, Date of Execution: 30/10/2021 , Admitted by: Self, Date of Admission: 30/10/2021 ,Place : Office	 30/10/2021	 LTI 30/10/2021	 30/10/2021
SALUA, MUSLIMPARA,, City:- Rajarhat-gopalpore, P.O:- RAJARHAT GOPALPUR, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136 Sex: Female, By Caste: Muslim, Occupation: House wife, Citizen of: India, PAN No.:: FDxxxxxx0H, Aadhaar No: 22xxxxxxxx2233, Status :Individual, Executed by: Self, Date of Execution: 30/10/2021 , Admitted by: Self, Date of Admission: 30/10/2021 ,Place : Office			
2 ANOYARA BIBI Wife of Late SK SADARUDDIN ALIAS SADARUDDIN Executed by: Self, Date of Execution: 30/10/2021 , Admitted by: Self, Date of Admission: 30/10/2021 ,Place : Office	 30/10/2021	 LTI 30/10/2021	 30/10/2021
SALUA, MUSLIMPARA, City:- Rajarhat-gopalpore, P.O:- RAJARHAT GOPALPUR, P.S:-Airport, District: North 24-Parganas, West Bengal, India, PIN:- 700136 Sex: Female, By Caste: Muslim, Occupation: House wife, Citizen of: India, PAN No.:: FIxxxxxx0C, Aadhaar No: 94xxxxxxxx0103, Status :Individual, Executed by: Self, Date of Execution: 30/10/2021 , Admitted by: Self, Date of Admission: 30/10/2021 ,Place : Office			
3 SEKH SABIR MOHAMMAD Son of Late SK SADARUDDIN ALIAS SADARUDDIN Executed by: Self, Date of Execution: 30/10/2021 , Admitted by: Self, Date of Admission: 30/10/2021 ,Place : Office	 30/10/2021	 LTI 30/10/2021	 30/10/2021
SALUA, MUSLIMPARA, City:- Rajarhat-gopalpore, P.O:- RAJARHAT GOPALPUR, P.S:-Airport, District: North 24-Parganas, West Bengal, India, PIN:- 700136 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: DIxxxxxx4H, Aadhaar No: 44xxxxxxxx4969, Status :Individual, Executed by: Self, Date of Execution: 30/10/2021 , Admitted by: Self, Date of Admission: 30/10/2021 ,Place : Office			

Name	Photo	Finger Print	Signature
SADIK MMAD Son of Late SEKH ADORUDDIN MONDAL ALIAS SADARUDDIN Executed by: Self, Date of Execution: 30/10/2021 , Admitted by: Self, Date of Admission: 30/10/2021 ,Place : Office	 30/10/2021	 LTI 30/10/2021	 30/10/2021

SALUA, MUSLIMPARA, City:- Rajarhat-gopalpore, P.O:- RJARHAT GOPALPUR, P.S:-Airport, District:- North 24-Parganas, West Bengal, India, PIN:- 700136 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: ARxxxxxx2R, Aadhaar No: 22xxxxxxxx8523, Status :Individual, Executed by: Self, Date of Execution: 30/10/2021 , Admitted by: Self, Date of Admission: 30/10/2021 ,Place : Office

5	Name	Photo	Finger Print	Signature
	SAYED MOHAMMAD Son of Late SEKH SADARUDDIN MONDAL ALIAS SADARUDDIN Executed by: Self, Date of Execution: 30/10/2021 , Admitted by: Self, Date of Admission: 30/10/2021 ,Place : Office	 30/10/2021	 LTI 30/10/2021	 30/10/2021

SALUA MUSLIMPARA, City:- Rajarhat-gopalpore, P.O:- RAJARHAT GOPALPUR, P.S:-Airport, District:- North 24-Parganas, West Bengal, India, PIN:- 700136 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: EFxxxxxx7H, Aadhaar No: 49xxxxxxxx7792, Status :Individual, Executed by: Self, Date of Execution: 30/10/2021 , Admitted by: Self, Date of Admission: 30/10/2021 ,Place : Office

6	Name	Photo	Finger Print	Signature
	RABIYA BIBI Wife of FAJILUR RAHAMAN Executed by: Self, Date of Execution: 30/10/2021 , Admitted by: Self, Date of Admission: 30/10/2021 ,Place : Office	 30/10/2021	 LTI 30/10/2021	 30/10/2021

CHHAPNA, PATHARGHATA, City:- Not Specified, P.O:- RAJARHAT, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700135 Sex: Female, By Caste: Muslim, Occupation: House wife, Citizen of: India, PAN No.:: FCxxxxxx8Q, Aadhaar No: 43xxxxxxxx4801, Status :Individual, Executed by: Self, Date of Execution: 30/10/2021 , Admitted by: Self, Date of Admission: 30/10/2021 ,Place : Office

	Photo	Finger Print	Signature
ROKAYA KHATUN FIROJ KAMAL Executed by: Self, Date of Execution: 30/10/2021 , Admitted by: Self, Date of Admission: 30/10/2021 ,Place : Office			Mst Rokaya Khatun
30/10/2021	LTI	30/10/2021	30/10/2021

HYDERPUR, PIYAJI MORE, City:- Not Specified, P.O:- ENGLISH BAZAR, P.S:-English Bazar, District:- Malda, West Bengal, India, PIN:- 732101 Sex: Female, By Caste: Muslim, Occupation: House wife, Citizen of: India, PAN No.:: KDxxxxxx5J, Aadhaar No: 73xxxxxxxx8698, Status :Individual, Executed by: Self, Date of Execution: 30/10/2021 , Admitted by: Self, Date of Admission: 30/10/2021 ,Place : Office

8	Name	Photo	Finger Print	Signature
	KULSUM BIBI Wife of AMIRUL ISLAM SEKH ALIAS SEKH AMIRUL ISLAM Executed by: Self, Date of Execution: 30/10/2021 , Admitted by: Self, Date of Admission: 30/10/2021 ,Place : Office			Kulsum Bibi
	30/10/2021	LTI	30/10/2021	30/10/2021

MAJAMPUR, KHALISADI, City:- Not Specified, P.O:- HAROA, P.S:-Haroa, District:-North 24-Parganas, West Bengal, India, PIN:- 743425 Sex: Female, By Caste: Muslim, Occupation: House wife, Citizen of: India, PAN No.:: FLxxxxxx5R, Aadhaar No: 54xxxxxxxx0649, Status :Individual, Executed by: Self, Date of Execution: 30/10/2021 , Admitted by: Self, Date of Admission: 30/10/2021 ,Place : Office

9	Name	Photo	Finger Print	Signature
	TAHERA BIBI Wife of SABIR HOSSAIN Executed by: Self, Date of Execution: 30/10/2021 , Admitted by: Self, Date of Admission: 30/10/2021 ,Place : Office			Tahera bibi
	30/10/2021	LTI	30/10/2021	30/10/2021

MACHIBHANGA, PURBAPARA TONA, City:- Not Specified, P.O:- KASHIPUR, P.S:-Kashipur, District:- South 24-Parganas, West Bengal, India, PIN:- 700135 Sex: Female, By Caste: Muslim, Occupation: House wife, Citizen of: India, PAN No.:: FJxxxxxx2K, Aadhaar No: 79xxxxxxxx9344, Status :Individual, Executed by: Self, Date of Execution: 30/10/2021 , Admitted by: Self, Date of Admission: 30/10/2021 ,Place : Office

10	Name	Photo	Finger Print	Signature
	SAHERA KHATUN Wife of KALAM UDDIN MIDDYA Executed by: Self, Date of Execution: 30/10/2021 , Admitted by: Self, Date of Admission: 30/10/2021 ,Place : Office			Sahera Khatun
	30/10/2021	LTI	30/10/2021	30/10/2021

PARA, City:- Not Specified, P.O:- RAJARHAT, P.S:-Rajarhat, District:-North24-
 Bengal, India, PIN:- 700135 Sex: Female, By Caste: Muslim, Occupation: House
 of: India, PAN No.:: KDxxxxxx0J, Aadhaar No: 32xxxxxxxx4997, Status :Individual,
 Executed by: Self, Date of Execution: 30/10/2021
 Admitted by: Self, Date of Admission: 30/10/2021 ,Place : Office

Name	Photo	Finger Print	Signature
BILKIS KHATUN Wife of KUTUBUDDIN GAZI Executed by: Self, Date of Execution: 30/10/2021 , Admitted by: Self, Date of Admission: 30/10/2021 ,Place : Office			<i>Bilkish bibi</i>
30/10/2021	LTI 30/10/2021	30/10/2021	

SALUA MUSLIM PARA, City:- Rajarhat-gopalpore, P.O:- RAJARHAT GOPALPUR, P.S:-Airport, District:
 North 24-Parganas, West Bengal, India, PIN:- 700136 Sex: Male, By Caste: Muslim, Occupation:
 House wife, Citizen of: India, PAN No.:: LExxxxxx7E, Aadhaar No: 56xxxxxxxx2178, Status
 :Individual, Executed by: Self, Date of Execution: 30/10/2021
 , Admitted by: Self, Date of Admission: 30/10/2021 ,Place : Office

12	Name	Photo	Finger Print	Signature
	AZMIRA KHATUN Daughter of Late SEKH SADARUDDIN ALIAS SK SADORUDDIN Executed by: Self, Date of Execution: 30/10/2021 , Admitted by: Self, Date of Admission: 30/10/2021 ,Place : Office			<i>Azmira Khatun</i>
	30/10/2021	LTI 30/10/2021	30/10/2021	



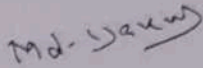
SALUA, MUSLIM PARA, City:- , P.O:- RAJARHAT GOPALPUR, P.S:-Airport, District:-North24-
 Parganas, West Bengal, India, PIN:- 700136 Sex: Female, By Caste: Muslim, Occupation: House
 wife, Citizen of: India, PAN No.:: JHxxxxxx7P, Aadhaar No: 24xxxxxxxx6035, Status :Individual,
 Executed by: Self, Date of Execution: 30/10/2021
 , Admitted by: Self, Date of Admission: 30/10/2021 ,Place : Office

Developer Details :



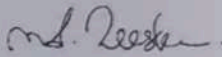
Sl No	Name,Address,Photo,Finger print and Signature
1	THE BENGAL WINGS 9A SIRCUS MARKET PLACE, City:- Kolkata, P.O:- CIRCUS AVENUE, P.S:-Karaya, District:-Kolkata, West Bengal, India, PIN:- 700017 , PAN No.:: AAxxxxxx5M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Details :



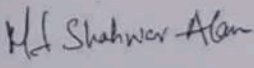
Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
MOHAMMED YAKUB, (Alias Name: MD YAKUB) Son of MOHAMMED YASIN ALIAS MD YASIN Date of Execution - 30/10/2021, , Admitted by: Self, Date of Admission: 30/10/2021, Place of Admission of Execution: Office			
Oct 30 2021 5:21PM	LTI 30/10/2021	30/10/2021	



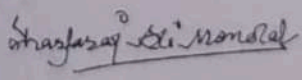
40B, BECK BAGAN, ROW,, City:- Kolkata, P.O:- CIRCUS AVENUE, P.S:-Karaya, District:-Kolkata, West Bengal, India, PIN:- 700017, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: AAxxxxxx0C,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : THE BENGAL WINGS (as PARTNERS)

Name	Photo	Finger Print	Signature
MD ZEESHAN Son of MD JAHANGIR Date of Execution - 30/10/2021, , Admitted by: Self, Date of Admission: 30/10/2021, Place of Admission of Execution: Office			
Oct 30 2021 5:21PM	LTI 30/10/2021	30/10/2021	

18S, TOPSIA ROAD,, City:- Not Specified, P.O:- TILJALA, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700039, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: ABxxxxxx2Q,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : THE BENGAL WINGS (as PARTNERS)

Name	Photo	Finger Print	Signature
MOHAMMAD SHAHWAR ALAM Son of MD ASLAM Date of Execution - 30/10/2021, , Admitted by: Self, Date of Admission: 30/10/2021, Place of Admission of Execution: Office			
Oct 30 2021 5:22PM	LTI 30/10/2021	30/10/2021	

8B, TARAK DUTTA ROAD, City:- Kolkata, P.O:- BALLYGANG, P.S:-Karaya, District:-Kolkata, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: AGxxxxxx7J,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : THE BENGAL WINGS (as PARTNERS)

Name	Photo	Finger Print	Signature
SHARFARAJ ALI MONDAL Son of MOMRAJ ALI MONDAL Date of Execution - 30/10/2021, , Admitted by: Self, Date of Admission: 30/10/2021, Place of Admission of Execution: Office			
Oct 30 2021 5:23PM	LTI 30/10/2021	30/10/2021	

Not Specified, P.O:- ABDALPUR, P.S:-Madhyamgram, District:-North 24-Parganas, West
PIN:- 700155, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India,
ARxxxxxx9Q,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of :
WINGAL WINGS (as PARTNERS)

Identifier Details :

Name	Photo	Finger Print	Signature
SAHAJAMAL KHAN Son of MUSAREF KHAN MURAGACHA, City:- Not Specified, P.O:- JUGBERIA, P.S:-Ghola, District:-North 24- Parganas, West Bengal, India, PIN:- 700110			
	30/10/2021	30/10/2021	30/10/2021
Identifier Of RAJIYA BEGUM, ANOYARA BIBI, SEKH SABIR MOHAMMAD, SHAKE SADIK MOHAMMAD, SAYED MOHAMMAD, RABIYA BIBI, MST ROKEYA KHATUN, KULSUM BIBI, TAHERA BIBI, SAHERA KHATUN, BILKIS KHATUN, MOHAMMED YAKUB, MD ZEESHAN , MOHAMMAD SHAHWAR ALAM, SHARFARAJ ALI MONDAL, AZMIRA KHATUN			

for L1

To. with area (Name-Area)

	RAJIYA BEGUM	THE BENGAL WINGS-0 109167 Dec
	ANOYARA BIBI	THE BENGAL WINGS-0 109167 Dec
	SEKH SABIR MOHAMMAD	THE BENGAL WINGS-0 109167 Dec
	SHAKE SADIK MOHAMMAD	THE BENGAL WINGS-0 109167 Dec
5	SAYED MOHAMMAD	THE BENGAL WINGS-0 109167 Dec
6	RABIYA BIBI	THE BENGAL WINGS-0 109167 Dec
7	MST ROKEYA KHATUN	THE BENGAL WINGS-0 109167 Dec
8	KULSUM BIBI	THE BENGAL WINGS-0 109167 Dec
9	TAHERA BIBI	THE BENGAL WINGS-0 109167 Dec
10	SAHERA KHATUN	THE BENGAL WINGS-0 109167 Dec
11	BILKIS KHATUN	THE BENGAL WINGS-0 109167 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	RAJIYA BEGUM	THE BENGAL WINGS-1 81813 Dec
2	ANOYARA BIBI	THE BENGAL WINGS-1 81813 Dec
3	SEKH SABIR MOHAMMAD	THE BENGAL WINGS-1 81813 Dec
4	SHAKE SADIK MOHAMMAD	THE BENGAL WINGS-1 81813 Dec
5	SAYED MOHAMMAD	THE BENGAL WINGS-1 81813 Dec
6	RABIYA BIBI	THE BENGAL WINGS-1 81813 Dec
7	MST ROKEYA KHATUN	THE BENGAL WINGS-1 81813 Dec
8	KULSUM BIBI	THE BENGAL WINGS-1 81813 Dec
9	TAHERA BIBI	THE BENGAL WINGS-1 81813 Dec
10	SAHERA KHATUN	THE BENGAL WINGS-1 81813 Dec
11	BILKIS KHATUN	THE BENGAL WINGS-1 81813 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S.- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Azad Hind Gari (Salua), Mouza: Salua, JI No: 3, Pin Code: 700136

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 286, LR Khatian No:- 330	Owner: শাহিনা বেগম, Gurdian: শাহিনা বেগম, Address: শিলা Classification: কৃষ্ণ, Area: 0.01000000 Acre.	Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 287, LR Khatian No:- 330	Owner: শাহিনা বেগম, Gurdian: শাহিনা বেগম, Address: শিলা Classification: কৃষ্ণ, Area: 0.20000000 Acre.	Seller is not the recorded Owner as per Applicant.

of Admissibility(Rule 43,W.B. Registration Rules 1962)

Presented under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48
Indian Stamp Act 1899.

Representation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 14:34 hrs on 30-10-2021, at the Office of the A.D.S.R. BIDHAN NAGAR by RAJIYA BEGUM , one of the Executants.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 97,13,552/-

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 30/10/2021 by 1. RAJIYA BEGUM, Wife of Late SADARUDDIN MONDAL ALIAS SADAUDDIN , SALUA, MUSLIMPARA,, P.O: RAJARHAT GOPALPUR, Thana: Airport, , City/Town: RAJARHAT-GOPALPORE, North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Muslim, by Profession House wife, 2. ANOYARA BIBI, Wife of Late SK SADARUDDIN ALIAS SADARUDDIN, SALUA, MUSLIMPARA, P.O: RAJARHAT GOPALPUR, Thana: Airport, , City/Town: RAJARHAT-GOPALPORE, North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Muslim, by Profession House wife, 3. SEKH SABIR MOHAMMAD, Son of Late SK SADARUDDIN ALIAS SADARUDDIN, SALUA, MUSLIMPARA, P.O: RAJARHAT GOPALPUR, Thana: Airport, , City/Town: RAJARHAT GOPALPORE, North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Muslim, by Profession Business, 4. SHAKE SADIK MOHAMMAD, Son of Late SEKH SADORUDDIN MONDAL ALIAS SADARUDDIN, SALUA, MUSLIMPARA, P.O: RJARHAT GOPALPUR, Thana: Airport, , City/Town: RAJARHAT-GOPALPORE, North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Muslim, by Profession Business, 5. SAYED MOHAMMAD, Son of Late SEKH SADARUDDIN MONDAL ALIAS SADARUDDIN, SALUA MUSLIMPARA, P.O: RAJARHAT GOPALPUR, Thana: Airport, , City/Town: RAJARHAT-GOPALPORE, North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Muslim, by Profession Business, 6. RABIYA BIBI, Wife of FAJILUR RAHAMAN, CHHAPNA, PATHARGHATA, P.O: RAJARHAT, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Muslim, by Profession House wife, 7. MST ROKEYA KHATUN, Wife of FIROJ KAMAL, HYDERPUR, PIYAJI MORE, P.O: ENGLISH BAZAR, Thana: English Bazar, , Malda, WEST BENGAL, India, PIN - 732101, by caste Muslim, by Profession House wife, 8. KULSUM BIBI, Wife of AMIRUL ISLAM SEKH ALIAS SEKH AMIRUL ISLAM, MAJAMPUR, KHALISADI, P.O: HAROA, Thana: Haroa, , North 24-Parganas, WEST BENGAL, India, PIN - 743425, by caste Muslim, by Profession House wife, 9. TAHERA BIBI, Wife of SABIR HOSSAIN, MACHIBHANGA, PURBAPARA TONA, P.O: KASHIPUR, Thana: Kashipur, , South 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Muslim, by Profession House wife, 10. SAHERA KHATUN, Wife of KALAM UDDIN MIDDYA, LAUHATI, MIDDYA PARA, P.O: RAJARHAT, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Muslim, by Profession House wife, 11. BILKIS KHATUN, KUTUBUDDIN GAZI, SALUA MUSLIM PARA, P.O: RAJARHAT GOPALPUR, Thana: Airport, , City/Town: RAJARHAT-GOPALPORE, North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Muslim, by Profession House wife, 12. AZMIRA KHATUN, Daughter of Late SEKH SADARUDDIN ALIAS SK SADORUDDIN, SALUA, MUSLIMPARA, P.O: RAJARHAT GOPALPUR, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Muslim, by Profession House wife

Indetified by SAHAJAMAL KHAN, , Son of MUSAREF KHAN, MURAGACHA, P.O: JUGBERIA, Thana: Gholia, , North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Muslim, by profession Law Clerk

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 30-10-2021 by MOHAMMED YAKUB, , MD YAKUB PARTNERS, THE BENGAL WINGS (Partnership Firm), 9A SIRCUS MARKET PLACE, City:- Kolkata, P.O:- CIRCUS AVENUE, P.S:-Karaya, District:- Kolkata, West Bengal, India, PIN:- 700017

Indetified by SAHAJAMAL KHAN, , Son of MUSAREF KHAN, MURAGACHA, P.O: JUGBERIA, Thana: Gholia, , North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Muslim, by profession Law Clerk

Execution is admitted on 30-10-2021 by MD ZEESHAN , PARTNERS, THE BENGAL WINGS (Partnership Firm), 9A SIRCUS MARKET PLACE, City:- Kolkata, P.O:- CIRCUS AVENUE, P.S:-Karaya, District:-Kolkata, West Bengal, India, PIN:- 700017

Indetified by SAHAJAMAL KHAN, , Son of MUSAREF KHAN, MURAGACHA, P.O: JUGBERIA, Thana: Gholia, , North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Muslim, by profession Law Clerk

Execution is admitted on 30-10-2021 by MOHAMMAD SHAHWAR ALAM, PARTNERS, THE BENGAL WINGS (Partnership Firm), 9A SIRCUS MARKET PLACE, City:- Kolkata, P.O:- CIRCUS AVENUE, P.S:-Karaya, District:- Kolkata, West Bengal, India, PIN:- 700017

AMAL KHAN, , Son of MUSAREF KHAN, MURAGACHA, P.O: JUGBERIA, Thana: Ghola, , North
WEST BENGAL, India, PIN - 700110, by caste Muslim, by profession Law Clerk

admitted on 30-10-2021 by SHARFARAJ ALI MONDAL, PARTNERS, THE BENGAL WINGS (Partnership)
CIRCUS MARKET PLACE, City:- Kolkata, P.O:- CIRCUS AVENUE, P.S:-Karaya, District:-Kolkata, West
India, PIN:- 700017

ified by SAHAJAMAL KHAN, , Son of MUSAREF KHAN, MURAGACHA, P.O: JUGBERIA, Thana: Ghola, , North
Parganas, WEST BENGAL, India, PIN - 700110, by caste Muslim, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 15,021/- (B = Rs 15,000/- ,E = Rs 21/-) and
Registration Fees paid by Cash Rs 0/-, by online = Rs 15,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 30/10/2021 12:58PM with Govt. Ref. No: 192021220104429508 on 30-10-2021, Amount Rs: 15,021/-, Bank:
SBI EPay (SBlePay), Ref. No. 7063172524033 on 30-10-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 500/-,
by online = Rs 9,521/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 4582, Amount: Rs.500/-, Date of Purchase: 29/10/2021, Vendor name: Mita Dutta
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 30/10/2021 12:58PM with Govt. Ref. No: 192021220104429508 on 30-10-2021, Amount Rs: 9,521/-, Bank:
SBI EPay (SBlePay), Ref. No. 7063172524033 on 30-10-2021, Head of Account 0030-02-103-003-02



Debajyoti Bandyopadhyay
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BIDHAN NAGAR
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1504-2021, Page from 159531 to 159633
being No 150403496 for the year 2021.



Digitally signed by DEBAJYOTI
BANDHYOPADHYAY
Date: 2021.11.23 14:03:57 +05:30
Reason: Digital Signing of Deed.

(Debajyoti Bandyopadhyay) 2021/11/23 02:03:57 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BIDHAN NAGAR
West Bengal.

(This document is digitally signed.)