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Sk. Haider Ali
alias Sheikh Haider
Ali

Maya Begum

Sk. Asgar Ali

Md. Gulam - SK

DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into this 7th day of
October 2021

By and Amongst

Dist. Sub-Registrar
Burdwan

07 OCT 2021

1. **MR. SK. HAIDER ALI** alias **SHEIK HAIDER ALI**, PAN **ACOPA4645D**, S/o Late Sk. Panchkari, by nationality- Indian, by occupation- Business, resident of Uttar Galsi P.s.- Galsi, Dist.- Purba Bardhaman, Pin- 713406, 2. **MRS. MAYA BEGUM**, PAN - **AOYPB8000K**, W/o- Mr. Sk. Haider Ali, by nationality- Indian, by occupation- Housewife, resident of Uttar Galsi, P.s. Galsi, Dist.- Purba Bardhaman, Pin- 713406, hereinafter referred to and called for the sake of brevity as the **LAND OWNERS** (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and

Sk Haidar Ali
alias Sekh
Haidar Ali

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include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

S.A.ENTERPRISE, PAN-ADXFS6963L, a Partnership Firm, having its registered office at Keshabganj Chatti, P.o.-Rajbati, P.s.-Burdwan Sadar, Dist.-Purba Bardhaman, Pin-713104, represented by its Partners named (i) **MOHAMMAD SALMAN SHAIKH, PAN** AQWPS5547G, S/o- Late Abdul Gaffar Sekh, by nationality- Indian, resident of 62/8, Kamalnagar Central School Street, Goda, P.o.-Rajbati, P.s.- Burdwan Sadar, Dist.-Purba Bardhaman, Pin713104, (ii) **SEKH ASGAR ALI**, PAN-AGUPA9423B, S/o- Late Sekh Samad, by nationality- Indian, by occupation- Business, resident of 61, Kamalsagar, P.o.- Rajbati, P.s.- Burdwan Sadar, Dist. Purba Bardhaman, Pin- 713104, hereinafter referred to and called for the sake of brevity as 'the **DEVELOPER**' (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, administrators, legal representatives and assigns) of the party of the **OTHER PART**.

WHEREAS Abdul Aziz and Abdul Kader were original owners of the land located at P.S.-Burdwan Sadar, Dist.- Burdwan (Now Purba Bardhaman), Mouza- Goda, J.L.No.-41, appertaining to R.S. Khatian No. - 524 & 1109. comprised in R.S. Plot No.426 & 1052, who after recording their names in R.S.R.O.R, during their ownership and possession, transferred defined and demarcated 43 Satak of R.S Plot No.426 and defined and demarcated 8.5 Satak of R.S. Plot No. 1052, in favour of Sk. Akbar Ali, by dint of Deed of Sale being No.3660 for the year'1962, recorded in Book No.I, Vol. No.35, Page 161-163 and Deed of Sale being No.2723 for the year'1978, recorded in Book No.I, Vol.No.29, Page 198-199, both were registered at the then Joint Sub-

Sk Haidar Ali
alias Sheikh
Haidar Ali

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Sk Akbar Ali

Md Sahar Ali

Registry Office of Burdwan. Thereafter, becoming sole and absolute owner of aforesaid defined and demarcated 43 Satak of land, comprised in R.S. Plot no 426 and defined and demarcated 8.5 Satak of land, comprised in R.S. Plot No.1052, during his ownership and possession, after being duly recorded his name in the present L.R.R.O.R, said Sk Akbar Ali expired leaving behind his son named Sk. Mohammad, his daughter Joynaba Khatun and his wife Tahuran Bibi, who were become joint owners of the aforesaid defined and demarcated 43 Satak of land comprised in R.S Plot no 426 and defined and demarcated 8.5 Satak of land comprised in R.S Plot no 1052 as legal heirs and successors of said Sk. Akbar Ali according to Muslim law of inheritance and succession.

AND WHEREAS during their ownership and possession of aforesaid defined and demarcated 43 Satak of land comprised in R.S Plot No. 426 and defined and demarcated 8.5 Satak of land comprised in R.S Plot No.1052, in ejnal, a Deed of Exchange being No.1097 for the year'1990, registered at the office of the then Burdwan District Registry Office, was executed by and between said Sk. Mohammad, Joynaba Khatun and Tahuran Bibi as First Part and one Sk. Iqbal Hossain as Second Part by which aforesaid Sk. Iqbal Hossain became sole owner of aforesaid defined and demarcated 43 Satak of land, comprised in R.S Plot No. 426 and defined and demarcated 8.5 Satak of land, comprised in R.S Plot No.1052.

AND WHEREAS after becoming owner and possessor of aforesaid defined and demarcated 43 Satak of land, comprised in R.S Plot No.426 and defined and demarcated 8.5 Satak of land, comprised in

Sk. Haidar Ali
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Sk. Asgar Ali

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R.S Plot No. 1052, said Sk. Iqbal Hossain transferred defined and demarcated area of 3394.52 sq. ft. of land, comprised in R.S Plot No. 426 and L.R plot no 456 in favour of one Mr. Saptadeep Dutta, by dint of Deed of Sale being No.799 for the year'1994, recorded in Book no I, Volume No 16, Page no 163 to 168, registered at the office of ADSR, Burdwan. Subsequently, aforesaid Saptadeep Dutta transferred defined and demarcated 3366.36 sq. ft of land, comprised in R.S Plot No. 426 and L.R Plot no 456 in favour of Tushar Kanti Dutta by dint of Deed of Sale being No. 536 for the year'1999, registered at the office of A.D.S.R, Burdwan.

AND WHEREAS, similarly, by dint of Deed of Sale being No.800 for the year'1994, recorded in Book no I, Volume No 16, Page no 169 to 174, registered at the office of ADSR, Burdwan, said Sk. Iqbal Hossain, transferred defined and demarcated land of 845.25 sq. Ft, comprised in R.S Plot No 1052, L.R Plot No.1156 as well as defined and demarcated 2757.1 Sq. Ft. of land , comprised in R.S. Plot No. 426, L.R Plot No. 456, in favour of one Tushar Kanti Dutta.

AND WHEREAS after becoming owner of defined and demarcated land of 845.25 sq. ft of land, comprised in R.S Plot no 1052, L.R Plot no 1156 by dint of aforesaid Deed of Sale being No. 800 for the year'1994, recorded in Book no I, Volume No 16, Page no 169 to 174, registered at the office of ADSR, Burdwan, during his ownership and possession upon said 845.25 sq. ft of land, a Deed of Exchange was executed by and between said Tushar Kanti Dutta and one Gita Rani Kar, which was registered at the office of District Sub-Registrar, Burdwan as Deed of Exchange being No. 3822 of the year'1995, recorded in Book No. I,

Sk. Haider Ali
Sheik Haider Ali
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Sk. Asgar Ali

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Volume No. 67, Page No. 171 to 175, by dint of which said Tushar Kanti Dutta became owner of defined and demarcated 834 sq. ft of land comprised in R.S Plot no 1052 and L.R Plot no 1156 as well as defined and demarcated 612 sq. ft of land comprised in R.S. Plot No. 426 and L.R Plot no 456, duly shown in the sketch map annexed with, as part and parcel, of aforesaid Deed of Exchange being No. 3822 of the year'1995. Subsequently, aforesaid Tushar Kanti Dutta, who became owner of defined and demarcated 834 Sq. ft of land, comprised in R.S Plot No. 1052 and L.R Plot No.1156 by dint of aforesaid Deed of Exchange being No 3822 for the year'1995, during his ownership and possession transferred the same in favour of the LAND OWNER herein named Sk. Haider Ali @ Sheik Haider Ali by dint of Deed of Sale being No 203 for the year 2001, recorded in Book no I, Volume No 7, Page no 78 to 81, registered at the office of the ADSR, Burdwan. It is noteworthy to mention though in the Schedule of aforesaid Deed of Sale being No.203 for the Year' 2001, the area of the land transferred through that deed has been mentioned as "845.25 Sq. ft.". But as per recital of Deed of Exchange being No.3822 for the year'1995, said Tushar Kanti Dutta had right and title to transfer only defined and demarcated area of 834 sq. ft of land, comprised in R.S Plot No. 1052 and L.R Plot No.1156, as such, in the Schedule of the instant Development Agreement the area of the land comprised in R.S.Plot No. 1052 and L.R Plot No 1156, which the LAND OWNER herein named Sk. Haider Ali @ Sheik Haider Ali has become owner by dint of Deed of Sale being No.203 for the year'2001 has been mentioned as **834** Sq. ft. instead of **845.25** Sq. ft.

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AND WHEREAS, accordingly, by aforesaid Deed of Sale being No.800 for the year 1994 as well as Deed of Sale being No.536 for the year 1999, aforesaid Tushar Kanti Dutta became owner of defined and demarcated (2757.1+ 3366.36)Sq. ft. i.e. total 6123.46 Sq. ft, more or less, of land comprised in R.S Plot No.426 and L.R Plot No.456. Subsequently, during his ownership and possession, said Tushar Kanti Dutta transferred aforesaid land, more fully described in First Schedule hereunder, in favour of the LAND OWNERS herein named Sk. Haider Ali @ Sleik Haider Ali as well as Maya Begum by dint of two different Deeds of Sale being No.392 for the year 2001, recorded in Book no 1, Volume No 12, Page no 199 to 203 and Deeds of Sale being no. 393 for the year 2001, recorded in Book no 1, Volume No 13, Page no 1 to 5, all are registered at the office of the ADSR, Burdwan.

AND WHEREAS after mutating their names in the present L.R.R.O.R, under Khatian No 4488 and 4489, during their ownership and possession of the land, more fully described in the First Schedule herein below, the aforesaid LAND OWNERS, for considerable period of time have been thinking of developing multi-storied Residential cum Commercial Complex consisted of several self contained Flats, shops, commercial spaces and parking spaces thereon in such manner as may yield them greater advantage and financial benefit. But as the LAND OWNERS herein neither have experience, adequate and appropriate skill and knowledge nor have capacity and ability, both financially and technically, have been searching for competent DEVELOPER. Being earnt of intention of the LAND OWNERS, the DEVELOPER herein, which is a highly reputed Developer, having vast

Dr. Mridula B.
Jyoti Chatterjee
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~~Developer~~ knowledge and skill in the field of real estate Development, ~~upon~~ making inspection and search and being duly satisfied as to ~~marketable~~ title of the land, *more fully described in the First Schedule hereunder*, has approached before the LAND OWNERS with an offer to develop the land, *more fully described in the First Schedule hereunder*, at its own costs and expenses and in such manner which is yield the LAND OWNERS herein greater financial advantage and benefits.

AND WHEREAS the LAND OWNERS herein after being duly enquired and satisfied about competency and reputation of the DEVELOPER herein have accepted the offer and agreed to depute the DEVELOPER to develop multi-storied Residential cum Commercial complex under the name & style "**MEHBOOB COMPLEX**", consisted of several self contained Flats, shops, commercial spaces and parking spaces together with other amenities and common facilities on 'Bastu' class of land, *more fully described in the First Schedule hereunder*, on the following terms and conditions.

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

ARTICLE- I DEFINATIONS

In these presents unless there is something in the subject or context inconsistent with:-

1. LAND:- shall mean a 'BASTU' class of Land measuring an area of 6957.37 Sq. ft., more or less, situated at P.S.-Burdwan Sadar, Dist.-

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alias Sheikh
Haider Ali*

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Mr. Aqar Ali

Mr. Sudhakar - SK

Purba Bardhaman Mouja- Goda, J.L. No. 41, appertaining to R.S. Khatian No. 524 and 1109, L.R. Khatian No. 4488 & 4489, comprised in R.S. Plot No.-426 & 1052, corresponding to L.R. Plot No. - 456 & 1156, with in local limit of Belkash Gram Panchayat, more fully described in the First Schedule hereunder.

II. BUILDING: shall mean proposed multi-stored Residential cum Commercial complex under the name & style "**MEHBOOB COMPLEX**", consisting of several self contained Flats, shops, commercial spaces and parking spaces together with other common amenities and facilities which the parties hereto have proposed to be erected in or upon the land, more fully described in the First Schedule hereunder, according to the building plan to be sanctioned by the Belkash Gram Panchayat.

III. BUILDING PLAN shall mean the plan to be sanctioned for construction and development of proposed multi-stored Residential cum Commercial Complex by the Belkash Gram Panchayat and shall include such modification or alternation as may be made by the DEVELOPER herein from time to time.

IV. LAND OWNERS shall mean 1. **MR. SK. HAIDER ALI alias SHEIK HAIDER ALI**, PAN ACOPA4645D, S/o- Late Sk. Panchkari, by nationality- Indian, by occupation- Business, resident of Uttar Galsi, P.S.- Galsi, Dist.- Purba Bardhaman, Pin- 713406, 2. **MRS. MAYA BEGUM**, PAN-AOYPB8000K, W/o- Mr. Sk. Haider Ali, by nationality- Indian, by occupation- Housewife, resident of Uttar Galsi, P.S.- Galsi,

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SK Asgar Ali
Md. Salim - SK
Bardhaman. Pin- 713406 and shall include their heirs, successors, executors, administrators, transferees, assignees, nominees etc.

DEVELOPER shall mean **S.A. ENTERPRISE**, PAN-ADXFS6963L, a Partnership Firm, having its registered office at Keshabganj Chatti, P.o.-Rajbati, P.s.-Burdwan Sadar, Dist.-Purba Bardhaman, Pin-713104, represented by its Partners named (i) **MOHAMMAD SALMAN SHAIKH**, S/o- Late Abdul Gaffar Sekh, by nationality- Indian, resident of 62/8, Kamalnagar Central School Street, Goda, P.o.- Rajbati, P.s.- Burdwan Sadar, Dist.-Purba Bardhaman, Pin-713104, (ii) **SEKH ASGAR ALI**, PAN- AGUP 9423B, S/o- Late Sekh Samad, by nationality- Indian, by occupation- Business, resident of 61, Kamalsagar, P.o.- Rajbati, P.s.- Burdwan Sadar, Dist. Purba Bardhaman, Pin- 713104.

VI. **COMMON AREA AND FACILITIES:** shall include Open Space of four sides of the complex, passage-ways, driveways, corridors, lifts, stairways, landings, water reservoir, pump room, generator space/room, community room, meter room, transformer and other spaces and facilities, whatsoever required for the establishment, location, enjoyment, provision, maintenance and/or management of the Complex, as stated in details in the **FOURTH** Schedule hereunder, meant for use of Land Owners/Developer and all occupiers.

VII. **LAND OWNERS' ALLOCATION SHALL MEAN:-** 40% (Forty) percent of the total build up area of flats, shops, commercial spaces and parking spaces, to be sanctioned by the Belkash Gram Panchayat, at the Residential cum Commercial Complex to be constructed under the name & style "**MEHBOOB COMPLEX**", consisted of several Self contained Flats, Shops, Commercial Spaces and Parking spaces

Dr. Shridhar A. H. Shrinivas
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Mr. Agarwal
Mr. Sait - SK

TOGETHER WITH proportionate undivided impartible share and/or interest of the land, more fully described in the First Schedule hereunder TOGETHER WITH rights upon common areas and facilities. That mode of adjustment of aforesaid allocation will be decided later on and to be recorded by executing a separate supplementary agreements between the Land Owners and Developer herein if necessary.

VIII. **DEVELOPER'S ALLOCATION SHALL MEAN:-** 60% (Sixty) percent of the total build up area of flats, shops, commercial spaces and parking spaces, to be sanctioned by the Belkash Gram Panchayat, at the Residential cum Commercial Complex to be constructed under the name & style "**MEHBOOB COMPLEX**", consisted of several Self contained Flats, Shops, Commercial Spaces and Parking spaces TOGETHER WITH proportionate undivided impartible share and/or interest of the land more fully described in the First Schedule hereunder TOGETHER WITH rights upon common areas and facilities. That mode of adjustment of aforesaid allocation will be decided later on and to be recorded by executing a separate supplementary agreements between the Land Owners and Developer herein if necessary.

IX. **ARCHITECT** shall mean any qualified person(s) or firm to be appointed or nominated by the Developer at its own cost as architect or architects of the complex to be constructed on the land, more fully described in the First Schedule hereunder.

*Dr. Shyam Sundar
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Haidar Ali*

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X. FLOOR AREA RATIO:- shall mean the floor area ratio available for construction on the proposed Residential cum Commercial Complex according to prevailing law considering total area of the Land measuring 6957.37 Sq. ft., more or less.

XI COVERED/BUILD UP AREA: shall mean the Carpet Area of the flats, shops, commercial spaces and Parking Spaces, as defined in Section 2(k) of Real Estate (Regulation and Development) Act'2016 plus area of balcony or verandah, open terrace area and thickness of common external walls and pillars PROVIDED THAT if any external wall be common between two Flats then one-half ($\frac{1}{2}$) of the area such wall shall be included in each Flat, Shop, Commercial and Parking spaces.

XII. SUPER BUILD-UP AREA: Shall mean in context to a flats, shops, commercial spaces and Parking Spaces as the Covered area of the flats, shops, commercial spaces and Parking Spaces computed by adding an agreed fixed percentage of 25% (Twenty Five Percent) with over Covered area/ Build-up area and such will be used and utilized only for selling purpose and for the registration purpose in order to pay Stamp Duty and Registration Fees to the Government of West Bengal. Be it mentioned here that during continuation of this Agreement, if any new Rules in respect of any law relating to Real Estate is formed by the Government and if such rule becomes effective by making concept of "Super-Built Up Area" obsolete, than in that case the flats, shops, commercial spaces and parking spaces are to be sold in accordance with the Law and Rules to be framed by the Government.

Dr. Shafiqul Islam
Shafiqul Islam
Haidar Ali

Maya Begum

AK Asghar Ali

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UNDIVIDED SHARE: shall mean the undivided proportionate share in the First Schedule mentioned land attributable to the each flat, shop and commercial space owner comprised in the said Residential cum commercial complex and the common portions held by and/or here in agreed to be sold to the prospective Purchaser.

XIV. **CO-OWNER:** shall according to its context mean and include all persons who acquire or agree to acquire Flat/Shops/Commercial spaces/Parking space in the proposed multi-storied Residential cum Commercial complex including the Land Owners and Developer for the Flats/Shops/Commercial Spaces/Parking Spaces not alienated or agreed to be alienated.

XV. **Flat/Shop/Commercial Space/Parking Spaces :** shall mean the flats/shops and/or commercial space, Parking spaces intended to be built and/or constructed and/or capable of being enjoyed and occupied for residential and commercial purpose.

XVI. **COMMON EXPENSES:** shall include all expenses to be incurred by the Co-owners for the maintenance, management and upkeep of the proposed residential cum commercial complex for common purposes.

XVII. **COMMON PURPOSES:** shall mean purpose of managing and maintaining the proposed residential cum commercial complex and in particular the common areas and portions, collection and disbursement of common expenses for common portion and areas and dealing with the matter of common interest of the Co-owners relating

Dr. Shalish Ali
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to their mutual rights and obligations for the most beneficial use and enjoyment of their respective flats/shops/commercial spaces/parking spaces exclusively and the common portion in common.

XVIII. ENCUMBRANCES: shall mean charges, liens, lispence, claims, liabilities, trusts, demands, acquisition and requisition.

XIX. SINGULAR NUMBER shall include the plural.

XX. TIME shall mean the period by which construction shall be completed by the Developer. The Developer shall complete the construction on or within 36 (Thirty Six) months from the date of sanction of building plan by the Belkash Gram Panchayat.

XXI. **FORCE MAJEURE** shall mean and include Flood, Earthquake, Riot, War, storm, Civil Commotion, State wide Strike, Pandemic, Natural Calamities, Unavoidable circumstances or Other irresistible force or Any other act and circumstances beyond reasonable control of the party affected hereby but shall not include normal bad weather or processions etc.

ARTICLE-II : DEVELOPMENT

The DEVELOPER herein shall develop the said Multi-storied Residential cum Commercial Complex on the terms herein agreed and in the manner as follows:-



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required by the Belkash Gram Panchayat or the Government or any authority or to comply with such sanction, Permission, clearance and approval as aforesaid

2. The DEVELOPER shall abide by all laws, rules and regulations of the Government, local bodies as the case may be and shall be answerable and responsible for any deviation and/or breach of any laws, bye laws rules and regulations
3. The DEVELOPER shall at its own cost construct the Proposed multi-storied residential cum commercial complex in or upon the First Schedule mentioned land in accordance with sanctioned building plan without any hindrance or disturbance by or on behalf of the LANDOWNERS or any person claiming under them. The DEVELOPER shall ensure that proposed complex will be made of I.S.I. materials, as specified more fully in the Sixth Schedule hereunder.
4. The DEVELOPER shall be entitled to use the name of the LANDOWNERS to apply for obtaining quota entitlements for cements, steel, bricks and other building materials as may be required for the construction of the proposed residential cum commercial complex.
5. The DEVELOPER shall be entitled to at its own cost to apply for and obtain temporary and/or permanent connection of water, sewerage, electricity power, telephone and/or gas and other public utility services and facilities as think proper. The LAND OWNERS shall sign, execute and deliver all papers and applications and approval enabling the DEVELOPER to obtain such public utility services and facilities.
6. The DEVELOPER shall pay all expenses to be incurred towards sanction of the Building plan including expenses towards fees of the

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soil testing etc. whatsoever shall become necessary for the purpose of construction of the proposed Multi-storied building.

7. The DEVELOPER undertake to complete the construction of the building on or within THIRTY SIX (36) months to be computed from the date of sanction of the building plan by the Belkash Gram Panchayat and to handover the LANDOWNERS' allocation to the LANDOWNERS herein.
8. The DEVELOPER undertakes to construct the proposed Residential cum Commercial complex in accordance with sanctioned building plan and undertake to pay damages, penalties and/or compounding fees payable to the authority or authorities concerned relating to any deviation thereof.
9. In carrying out the said development work and/or construction of the proposed multi-storied residential cum commercial complex herein agreed, the DEVELOPER shall keep the LAND OWNERS indemnified from and against all claims or compensations.
10. The DEVELOPER shall not be entitled to exploit its allocation and handover possession of any flat/shop/commercial spaces/parking space of the proposed residential cum commercial complex in favour of any intending purchaser(s) before delivery of the LANDOWNERS' allocation mentioned earlier.
11. The occupancy and completion certificates shall be collected by the DEVELOPER before giving possession to the LANDOWNERS and other prospective purchasers.
12. The LANDOWNERS will execute and register a Power of Attorney in favour of the DEVELOPER at the cost of DEVELOPER thereby authorizing and empowering the DEVELOPER to construct the

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proposed multi-storied residential cum commercial complex and enter Agreement for sale, execute and register formal Deed of Sale/Deed of Conveyance together with undivided proportionate share of first schedule mentioned land including right of Common amenities and facilities in connection with the DEVELOPER's allocation, appoint Architects, Engineer, Contractor, Agents etc. and to represent the LANDOWNERS before any Court of Law, the Belkash Gram Panchayat, Burdwan Development Authority, Burdwan District Police, Fire Brigade or any other authority/authorities and sign applications, scheme, maps, any other drawing or any other writings, representations in that behalf and to appear before the authority or authorities.

13. By virtue of Power of attorney, which is to be executed by the LANDOWNERS in favour of the DEVELOPER, the DEVELOPER shall have the right to enter Agreement for Sale or Sell of its respective allocation to any intending purchaser, without obtaining any consent from the LAND OWNERS, by executing and registering Agreement for Sale or formal Deed of Sale/Deed of Conveyance. The LANDOWNERS have no control or say regarding Sell of the DEVELOPER's allocation. The DEVELOPER shall take entire consideration amount of its allocation in its Bank Account. Be it mentioned here that before execution and registration of such formal Deed of Sale/Deed of Conveyance, the DEVELOPER shall handover possession to the LANDOWNERS of their allocations, after obtaining completion Certificate from Belkash Gram Panchayat.
14. The DEVELOPER shall form an Apartment Owners Association for maintenance of the common areas, portions, facilities and essential

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- in such manner and form as may be required at the said proposed multi-storied Residential cum Commercial Complex. The Developer shall cause all Purchasers, occupiers or their assigns to join and be bound by the rules and regulations of the Association.
- In consideration of this instant agreement, DEVELOPER shall allot the LAND OWNERS' allocation free from encumbrances and it is agreed and made clear that the DEVELOPER shall be entitled to develop and construct the proposed multi storied Residential cum Commercial Complex at their own cost, subject to payment of taxes and all other liabilities on and from the date of sanction of the Building plan.
16. The LAND OWNERS shall bear and pay all rates and taxes in respect of the FIRST Schedule mentioned land till giving vacant possession and soon thereafter the DEVELOPER shall bear and pay all rates and taxes in respect of the said land till the delivery of possession to the LAND OWNERS of their respective allocations including flats, Shops, Commercial Spaces and parking spaces, other common areas and facilities, completed in all respects TOGETHER WITH completion certificate in accordance with law.
17. That the LAND OWNERS agreed that after execution of this Development Agreement, shall not in any manner encumber, mortgage, sale, transfer, let out or otherwise deal with or dispose of the land mentioned in the FIRST Schedule hereunder or portion thereof within the stipulated period except in the manner as expressly provided.
18. The LAND OWNERS hereby also undertake that the DEVELOPER herein shall be entitled to construct and complete the proposed Multi-Storied Residential cum Commercial Complex on the said land, more

In Haidar Ali
alias Shauk
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described in the First Schedule hereunder, on or within THIRTY SIX (36) months computed from the date of Sanction of Building Plan and to retain and enjoy and transfer the DEVELOPER's allocation without any interruption(s) from the LAND OWNERS or any person(s) claiming under the LAND OWNERS.

As soon as the construction of said multi-storied Residential cum Commercial Building shall be completed, in accordance with sanctioned building Plan, the DEVELOPER shall give written notice to the LAND OWNERS to take possession of their respective allocation and at all times thereafter the LAND OWNERS shall be exclusively responsible for payment of all taxes and charges, whatsoever, payable in respect of LAND OWNERS' allocation. Similarly, as and from the said date, the DEVELOPER shall be responsible for the said taxes payable in respect of the DEVELOPER'S allocation. The said taxes, if levied, on the proposed complex, as a whole, then in such event it shall be apportionate on pro-rata basis.

20. On and from the date of service of the notice to take physical possession, the LAND OWNERS, their nominee/ nominees, as the case may be, in respect of LAND OWNERS' allocation shall also be responsible to pay on demand to the DEVELOPER or its nominee(s) or the Apartment Owners' Association, the service charges for the common amenities, facilities and utilities in the complex. The said charges shall include premium of insurance of the Complex, if required, water, fire and scavenging charges, taxes, lights, sanitation operation, repair and renewals, security guards' salary and management of common facilities including replacement, repair and maintenance charges and expenses for the all of common wiring,

In Hardan Ali
alias Shauk
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SK Asghar Ali

Md. Saad - SK

pipes electric and mechanical equipments, switch, gear, transformers, generators, pumps, motors and other electrical and mechanical installations, appliances and equipment of lift, stair ways, corridors, halls, passage ways and other common facilities, whatsoever. Similarly as and from the said date the DEVELOPER or its nominees or Purchaser(s) of flat(s) and other spaces shall also be responsible to pay and bear proportionate share of the service charges for facilities of their respective portions.

21. THE LAND OWNERS' shall have exclusive right to deal with or transfer their respective allocation in the proposed multi-storied Residential Cum Commercial Complex along with proportionate undivided share of First Schedule mentioned land TOGETHER WITH common amenities and facilities and in favour of any intending purchaser (s) thereby enter agreement for sale as well as by executing and registering formal Deed of Sale/Deed of Conveyance. The DEVELOPER shall have no power to interfere or control regarding sell of the LAND OWNERS' allocation. But in course of construction and before receiving possession of their respective allocation, if the LAND OWNERS enter agreement for sale with intending Purchaser(s) in respect of their respective allocation in that event DEVELOPER shall also join and execute agreement for sale and formal Deed of Sale/Deed of Conveyance as CONFIRMING PARTY along with the LAND OWNERS herein. The LAND OWNERS will directly accept consideration amount of their allocation from intending purchaser(s) and the DEVELOPER has no right to receive any consideration amount in respect of LAND OWNERS' allocation.

Dr. Hridaya M
alias Shail
Hridaya M
Maya Begum

SK Agarwal

Mal Sain - SK

ARTICLE-IV: MISCELLANEOUS

The LAND OWNERS and the DEVELOPER have entered the instant agreement purely on principal to principal basis and nothing state herein shall be deemed or construed as **Joint Venture** between the LAND OWNERS and the DEVELOPER.

2. That in future adjustment of respective allocation of the LANDOWNERS AND DEVELOPER will be amicably resolved by executing supplementary agreement(s) between the LAND OWNERS and DEVELOPER.

3. The LAND OWNERS OR DEVELOPER, as the case may be, shall not be considered to be in breach of any obligation, if compelled to suspend, by existence of force majeure.

4. In case of any dispute or difference, which may arise between the LAND OWNERS and the DEVELOPER herein or their legal heir(s), successors and representatives in relation to this agreement shall be referred to ARBITRATOR, to be nominated by the Parties herein mutually and the decision of the said ARBITRATOR shall be final and binding upon the Parties. The seat and venue of the Arbitration proceeding shall be within area of Town & P.s.- Burdwan Sadar, District- Purba Bardhaman. This clause shall be deemed to be submission within the meaning of the Indian Arbitration and Conciliation Act 1996 including its statutory modification, amendment and re-enactment.

Sh. Shikhan Ma
 alias Shikhan
 Haidar Ali
 Mayabegum

Mr. Anugraha
 Md. S. S.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of 'BASTU' class of land located at P.S. - Burdwan Sadar, Dist - Purba Bardhaman, Mouja- Goda, J.L. No.-41, appertaining to P.S. Khatian No - 524 & 1109, L.R. Khatian No. 4488 & 4489 comprised :-

<u>P.S. Plot No.</u>	<u>P. Plot No.</u>	<u>Area</u>
426	456	6123.37 Sq.ft.
1052	1156	834 Sq.ft.
		Total - 6957.37Sq. ft.

within local limits of Belkash Gram Panchayat, which is butted and bounded by :-

- ON THE NORTH :- Vacant Land
- ON THE SOUTH :- G.T. Road
- ON THE EAST :- Bar sta Wine Shop
- ON THE WEST :- Go-down

THE SECOND SCHEDULE ABOVE REFERRED TO :
(OWNERS' ALLOCATION)

40% (Forty) percent of the total build up area of flats, shops, commercial spaces and parking spaces, to be sanctioned by the Belkash Gram Panchayat, at the Residential cum Commercial Complex to be constructed under the name & style "MEHBOOB

Sh. Hunder Ali
alias Shau
Hunder Ali

Maya Begum

AK Aggarwal

Madan Lal

COMPLEX consisted of several Self contained Flats, Shops, Commercial Spaces and Parking spaces TOGETHER WITH proportionate undivided impartible share and/or interest of the land, more fully described in the First Schedule herein above TOGETHER WITH rights upon common areas and facilities.

THE THIRD SCHEDULE ABOVE REFERRED TO
(DEVELOPER ALLOCATION)

60% (Sixty) percent of the total build up area of flats, shops, commercial spaces and parking spaces, to be sanctioned by the Belkash Gram Panchayat, at the Residential cum Commercial Complex to be constructed under the name & style "**MEHBOOB COMPLEX**", consist of several Self contained Flats, Shops, Commercial Spaces and Parking spaces TOGETHER WITH proportionate undivided impartible share and/or interest of the land, more fully described in the First Schedule herein above TOGETHER WITH rights upon common areas and facilities.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON AREA)

1. The entire BASTU' class of Land measuring an area of 6957.37 Sq. ft. P.s -Burdwan Sadar, Dist - Purba Bardhaman, Mouja- Goda, J.L. No. 41. appertaining to R.S Khatian No.524 & 1109, L.R. Khatian No.- 4488 & 4489, comprised in R.S. Plot No.-426 & 1052, corresponding

Dr. H. H. H. H.
H. H. H. H.
H. H. H. H.

Maya Begum

SK Asgar Ali

Med. Sud - SK

Plot No - 456 & 1156, within local limit of Belkash Gram
Panchayat.

- I Common area would be water reservoir, top roof of the each block or building, tank on the roof, staircase, septic tank, water tank, common Meter room & pump room, outside wall etc.
- II The foundation column, girders, beams, supports, main walls, roofs.
- III Walls, corridors, lobbies, stair, lift, stair-ways fire escapes, lighting arrangement in the common areas and gate, stair ways entrances and exists of the complex but excluding the corridors and lobbies, if any, situated within any flat or shop or commercial spaces.
- V. Storage space meant for common use or for the use and enjoyment of the occupiers of the complex.
- VI. The four side open spaces at the complex premises, not meant for exclusive use and enjoyment of any particular person or flat/shop/commercial space holders, kept open to sky as per provisions of law and as to be shown in the sanctioned building plan.
- VII All other parts of the building necessary or convenient to its existence, maintenance and safety or normally forming parts of the main building not being exclusively held and enjoyed by any flat/shop/commercial spaces owner.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

(COMMON EXPENSE)

- 1 Costs of maintenance, operating, replacing, white washing, painting, decorating and renewing the main structure, water tanks, septic tanks also the outer walls of the complex including all outer plumbing and sanitary pipes and fittings and electric lines to all common areas etc.

Sd. Haider
Sd. Shair
Haider Ht

Maya Begum

Sd. Aegor

Sd. Sd. Sd.

- I The expenses of repairing, maintaining, white washing and colour washing of the main structure of the building of the complex including the exterior of the building of complex and also the common area of building of the complex.
- II The cost of clearing and lighting of the entrance of the complex, passages and spaces around four sides of the complex, lobby, corridors, staircase and other common areas.
- III Municipal Taxes and Land Rents in respect of his/her/their respective allocation shall be paid by the occupiers of the complex, proportionately up to the date of Mutation of his/her/their respective allocation in his/her/their name/names, from the date of getting the physical possession flat(s), shops, commercial spaces and parking spaces.

THE SIXTH SCHEDULE ABOVE REFERRED TO :
NATURE OF JOBS TO BE DONE BY THE DEVELOPER

Foundation and

Super-structure :- The building shall be designed on reinforced cement concrete foundation with RCC Columns, Beams based on computerized programme and/or as per specification of the Architect, duly sanctioned by the Burdwan Development Authority and Belkash Gram Panchayat.

Building :- R.C.C frame structure Building.

In Handan Ali
alias Shair
Handan Ali

Maya Begum

AK Asgar Ali

Md Gulam SK

Wall - Brick wall with cement mortar, outer wall 8-10 inch, inner or Partition wall 5 inch.

Window :- Aluminium window fitted with glass and necessary accessories.

Main Doors :- Frame- Malaysian Sal, Shutter/Palla- Flash Door Material with necessary accessories including lock, handle, chitkani, hasplot, stopper etc.

Internal/other Doors :- Frame- Malaysian Sal and Flash Door Material with necessary accessories including lock, handle, chitkani, hosplot, stopper etc.

Flooring : Standard Marble/Vitrified Tiles flooring.

Kitchen : Black stone cooking platform fitted with sink and work self 2 inch height glazed tiles all over the cooking platform Marble/Vitrified Tiles flooring.

Toilet : Standard tiles flooring and walls

Water Supply : P/C pipe with standard fittings in kitchen/toilet.

Sources of Water Supply : Overhead tank along with Electrically operated pump

Painting : Inside and outside of each building of the complex shall be finished with standard colour

And : Other works to be done extra as per quotation basis.

IN WITNESS WHERE OF the parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED AND SEALED at Purba Bardhaman

In presence of :-

1. Fakhru Hossain
20 - Md Yusuf
23 - Koria
20 - Baikuntha for
PS - Shantigarh
Dist - Purba Bardhaman
Pin - 713104

2. Salman Mondal
c/o MD Noshim Mondal
Laskar Digla West P. Bardhaman
Pin - 713101

Sk Haider Ali alias Sheikh
Haider Ali

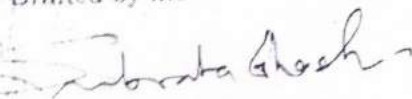
Maya Begum

SIGNATURE OF LAND OWNERS

Sk Asgar Ali

Md Gul - Sk
SIGNATURE OF DEVELOPER

Drafted by me













(SUBRATA GHOSH)

Advocate

Purba Bardhaman District











MR. SK. HAIDER ALI alias SHEIK HAIDER ALI

Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb Finger	Left Hand
					
Thumb Finger	Index Finger	Middle Finger	Ring Finger	Little Finger	Right Hand
					

Mr. Haider Ali alias Sheik Haider Ali

Signature of **MR. SK. HAIDER ALI alias SHEIK HAIDER ALI**











Finger Prints of **MRS. MAYA BEGUM**

Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb Finger	Left Hand
					
Thumb Finger	Index Finger	Middle Finger	Ring Finger	Little Finger	Right Hand
					

Mrs. Maya Begum

Signature of **MRS. MAYA BEGUM**

Finger Prints of MOHAMMAD SALMAN SHAIKH











Little Finger.	Ring Finger	Middle Finger	Index Finger	Thumb Finger	Left Hand
					
Thumb Finger	Index Finger	Middle Finger	Ring Finger	Little Finger	Right Hand
					




Sk

Signature of MOHAMMAD SALMAN SHAIKH

Prints of MR. SEKH ASGAR ALI

Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb Finger	Left Hand
					
Thumb Finger	Index Finger	Middle Finger	Ring Finger	Little Finger	Right Hand
					


Signature of Mr. Sekh Asgar Ali

Signature of MR. MR. SEKH ASGAR ALI

021

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

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

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

Presented for registration at 13:27 hrs on 07-10-2021, at the Office of the A.D.S.R. Bardhaman by SK HAIDER ALI, 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 239,643/-

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

Execution is admitted on 07/10/2021 by 1. SK HAIDER ALI, Alias SHEIK HAIDER ALI, Son of Late SK PANCH UTTAR GALSI, P.O: GALSI, Thana: Galsi, Purba Bardhaman, WEST BENGAL, India, PIN - 713406, by caste Muslim, by Profession Business, 2. Mrs MAYA BEGUM, Wife of SK HAIDER, UTTAR GALSI, P.O: GALSI, Thana: Galsi, Purba Bardhaman, WEST BENGAL, India, PIN - 713406, by caste Muslim, by Profession House wife Identified by Mr RABBUL HOSSAIN, Son of MD YUSUF, KORIA, P.O: BAIKUNTHAPUR, Thana: Bardhaman Purba Bardhaman, WEST BENGAL, India, PIN - 713104, by caste Muslim, by profession Others

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

Execution is admitted on 07-10-2021 by Mr MOHAMMD SALMAN SHAIKH, PARTNER, S A ENTERPRISE (C) BISHABGANJ CHATI, City:- Not Specified, P.O:- RAJBATI, P.S:-Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN:- 713104

Identified by Mr RABBUL HOSSAIN, Son of MD YUSUF, KORIA, P.O: BAIKUNTHAPUR, Thana: Bardhaman Purba Bardhaman, WEST BENGAL, India, PIN - 713104, by caste Muslim, by profession Others

Execution is admitted on 07-10-2021 by SEKH ASGAR ALI, PARTNER, S A ENTERPRISE (Others), KESHA CHATI, City - Not Specified, P.O:-RAJBATI, P.S:-Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN:- 713104

Identified by Mr RABBUL HOSSAIN, Son of MD YUSUF, KORIA, P.O: BAIKUNTHAPUR, Thana: Bardhaman Purba Bardhaman, WEST BENGAL, India, PIN - 713104, by caste Muslim, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 14/- (E = Rs 14/-) and Registration paid by Cash Rs 0/-, by online = Rs 14/-


Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. Online on 06/10/2021 11:01PM with Govt. Ref. No: 192021220094130958 on 06-10-2021, Amount Rs: 14/-, EPay (SBlePay). Ref No. 9117046128927 on 06-10-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,010/- and Stamp Duty paid by Stamp F by online = Rs 19,010/-

Description of Stamp

Stamp Type Impressed, Serial no 2601, Amount: Rs.1,000/-, Date of Purchase: 31/08/2021, Vendor name Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. Online on 06/10/2021 11:01PM with Govt. Ref. No: 192021220094130958 on 06-10-2021, Amount Rs: 19,010/-, EPay (SBlePay). Ref No. 9117046128927 on 06-10-2021, Head of Account 0030-02-103-003-02


Sanjit Sardar
ADDITIONAL DISTRICT SUB-REG
OFFICE OF THE A.D.S.R. Bard
Purba Bardhaman, West Be

Registration under section 60 and Rule 69.
Book - I
Number 0203-2021, Page from 224981 to 225027
020308164 for the year 2021.



Digitally signed by Sanjit Sardar
Date: 2021.10.23 13:45:31 +05:30
Reason: Digital Signing of Deed.

San.

(Sanjit Sardar) 2021/10/23 01:45:31 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Bardhaman
West Bengal.

(This document is digitally signed.)