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

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

07 AUG 2025

DEED OF DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made on this 07 day of August, Two Thousand and Twenty Five, in Christian Era.

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তারিখ 5/8/2025

নাম Subrata Adhikary

পাঃ Kankiana

কৃষাঃ

ডেজার নামঃ

ডেজারের নামঃ

ডেজারি নামঃ

প. ডি. নং

স্বাক্ষর করিদের তারিখঃ

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

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07 AUG 2025

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SRI SUBRATA ADHIKARY (PAN- AJGPA1657A), (Aadhaar No. 9457 9265 0324), (Voter ID- CRL0464701) son of Late Kalipada Adhikary, by Caste Hindu, by Nationality Indian, by Occupation Business, resident of 78/1/3, Mulajore Road, Goalghar, Post Office Kankinara, Police Station- Jagaddal Hal Bhatpara, District North 24-Parganas, Pin 743126, West Bengal, hereinafter called and referred to as the '**LAND OWNER/VENDOR** First Party (which expression shall unless otherwise excluded by or repugnant to the context be deemed to include his heirs, executors, representatives, administrators and assigns) of the **ONE PART**.

A N D

M/s. NIZAM BABA REAL ESTATE PRIVATE LIMITED (PAN - AAJCN6194L) The Corporate Identity Number of the company is U43900WB2024PTC270590 company having its registered office at 224/1, Mollapara Badu Road, Madhyamgram, Barasat I, Post Office Badu, Police Station- Madhyamngram, District North 24-Parganas, Pin 700128, West Bengal, It's Director **SRI SUBRATA ADHIKARY** (PAN- AJGPA1657A), (Aadhaar No. 9257 9265 0324), (Voter ID- CRL0464701) son of Late Kalipada Adhikary, by Caste Hindu, by Nationality Indian, by Occupation Business, resident of 78/1/3, Mulajore Road, Goalghar, Post Office Kankinara, Police Station- Jagaddal Hal Bhatpara, District North 24-Parganas, Pin 743126, West Bengal, hereinafter called and referred to as the **DEVELOPERS /SECOND PARTY** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-Office, executors, administrators and legal representatives and assigns) of the **OTHER PART**.

NOW THIS DEED OF AGREEMENT FOR DEVELOPMENT WITNESSETH that the parties hereto have mutually agreed to do the following acts, deeds and things.

WHEREAS One Pranab Kanti Dutta was the absolute owner in respect of 20 Cottahs equivalent to 33 Decimal of Bagan and Danga landed properties, in Two Mouzas, **which was purchased** dated 03.10.1991, contained in R.S. and L.R. Dag No. 33 under R.S. Khatian No. 298 corresponding to L.R. Khatian No. 569, land measuring 16 Cottahs 07 Chittaks equivalent to 27.12 Decimal of Bagan Land which recorded as (Schedule -KA), lying and situated at Mouza Dakshinhat, J.L. No.73, Pargana Anowerpur, P.S. Madhyamgram AND contained in R.S. and L.R. Dag No. 188/268 under R.S. Khatian No. 160 corresponding to L.R. Khatian No. 554, land measuring 1 Cottahs 09 Chittaks equivalent to 02.58 Decimal out of 06 Decimal Danga Land, which recorded as (Schedule -KHA), lying and situated at Mouza Nadibhag, J.L. No.75, Pargana Anowerpur, P.S. Madhyamgram, within the Jurisdiction of Additional District Sub-Registrar at Barasat, within the limit of Madhyamgram Municipality, District North 24-Parganas, which was purchased in four separate sale deeds from his vendors namely Sailaja Kumar Bhattacharyya, Sanat Kumar Bhattacharyya, Smt. Sovana Bhattacharyya and Smt. ~~Susuma~~ ^{Susuma} Chakraborty, and the same was registered at the office of the Kolkata Registrar of Assurance, and recorded in Book No.I, Being No. 14352, 14353, 14354, 14355 for the year 1991;

AND WHEREAS the said Pranab Kanti Dutta seized and possessed thereon he by virtue of two registered deed of sale dated 06.03.1992 sold and transferred to joint purchaser Rajib Kumar Nandi

and Amalendu Bikash Nag in respect of 20 Cottahs equivalent to 33 Decimal of Bagan and Danga landed properties, **in Two Mouzas**, contained in R.S. and L.R. Dag No. 33 under R.S. Khatian No. 298 corresponding to L.R. Khatian No. 569, land measuring 16 Cottahs 07 Chittaks equivalent to 27.12 Decimal of Bagan Land, lying and situated at Mouza Dakshinhat, J.L. No.73, Pargana Anowerpur, P.S. Madhyamgram **AND** contained in R.S. and L.R. Dag No. 188/268 under R.S. Khatian No. 160 corresponding to L.R. Khatian No. 554, land measuring 1 Cottahs 09 Chittaks equivalent to 02.58 Decimal out of 06 Decimal Danga Land, lying and situated at Mouza Nadibhag, J.L. No.75, Pargana Anowerpur, P.S. Madhyamgram, within the Jurisdiction of Additional District Sub-Registrar at Barasat, within the limit of Madhyamgram Municipality, District North 24-Parganas, and the same was registered at the office of the Sub-Registrar at Barasat, and recorded in Book No.I, volume No. 33, pages 493 to 500 Being No. 2829, **AND** another one recorded in Book No.I, volume No. 34, pages 1 to 8 Being No. 2830, for the year 1992;

AND WHEREAS after purchasing the aforesaid two separate sale deeds the said Rajib Kumar Nandi and Amalendu Bikash Nag were joint owners seized and possessed thereon they by virtue of a registered deed of sale dated 30.04.1996 sold and transferred to **M/s. KRISHNA FORMS PRIVATE LIMITED** a company having its registered office at 50/1A, Prince Golam Hossain Shah Road, Jadavpur, Kolkata -700032, West Bengal, It's Directors namely SUBHASH PAUL, GOPAL PRASAD SULTANIYA and JOY PRAKASH AGARWAL in respect of 20 Cottahs equivalent to 33 Decimal of Bagan and Danga landed properties, **in Two Mouzas**, contained in R.S. and

L.R. Dag No. 33 under R.S. Khatian No. 298 corresponding to L.R. Khatian No. 569, land measuring 16 Cottahs 07 Chittaks equivalent to 27.12 Decimal of Bagan Land, lying and situated at Mouza Dakshinhat, J.L. No.73, Pargana Anowerpur, P.S. Madhyamgram **AND** contained in R.S. and L.R. Dag No. 188/268 under R.S. Khatian No. 160 corresponding to L.R. Khatian No. 554, land measuring 1 Cottahs 09 Chittaks equivalent to 02.58 Decimal out of 06 Decimal Danga Land, lying and situated at Mouza Nadibhag, J.L. No.75, Pargana Anowerpur, P.S. Madhyamgram, within the Jurisdiction of Additional District Sub-Registrar at Barasat, within the limit of Madhyamgram Municipality, District North 24-Parganas, and the same was registered at the Office of the Additional District Sub-Registrar at Barasat, and recorded in Book No. I, Being No. 1546, in the year 1996;

AND WHEREAS after purchasing the aforesaid sale deed the said **M/s. KRISHNA FORMS PRIVATE LIMITED** a company having its registered office at 50/1A, Prince Golam Hossain Shah Road, Jadavpur, Kolkata -700032, West Bengal, It's Directors namely SUBHASH PAUL, GOPAL PRASAD SULTANIYA and JOY PRAKASH AGARWAL were the owner in respect of 20 Cottahs equivalent to 33 Decimal of Bagan and Danga landed properties, **in Two Mouzas**, seized and possessed thereon, by virtue of a registered deed of sale executed on 28.12.2011 and registered dated 09.01.2012 sold and transfer to Shyama Prasad Halder in respect of the same, contained in R.S. and L.R. Dag No. 33 under R.S. Khatian No. 298 corresponding to L.R. Khatian No. 569, land measuring 16 Cottahs 07 Chittaks equivalent to 27.12 Decimal of Bagan Land, lying and situated at Mouza Dakshinhat, J.L. No.73, Pargana Anowerpur,

P.S. Madhyamgram **AND** contained in R.S. and L.R. Dag No. 188/268 under R.S. Khatian No. 160 corresponding to L.R. Khatian No. 554, land measuring 1 Cottahs 09 Chittaks equivalent to 02.58 Decimal out of 06 Decimal Danga Land, lying and situated at Mouza Nadibhag, J.L. No.75, Pargana Anowerpur, P.S. Madhyamgram, within the Jurisdiction of Additional District Sub-Registrar at Barasat, within the limit of Madhyamgram Municipality, District North 24-Parganas, and the same was registered at the Office of the Additional District Sub-Registrar at Barasat, and recorded in Book No. I, C.D. Volume No. 1, pages 2144 and 2164, Being No. 00140, in the year 2012;

AND WHEREAS after purchasing the aforesaid sale deed (Bengali Kobala) the said Shyama Prasad Halder land owner was the owner in respect of 20 Cottahs equivalent to 33 Decimal of Bagan and Danga landed properties, **in Two Mouzas**, recorded his name in L.R. Record of rights and got 27.12 Decimal of Bagan Land as **(Schedule -KA)**, at **Mouza Dakshinhat**, New L.R. Khatian No. 569 **AND** 02.58 Decimal Danga Land, as **(Schedule -KHA)** at **Mouza Nadibhag** New L.R. Khatian No.554, and also Mutated his name in Local Madhyamgram Municipality Ward No.1 Molla Para, Holding No. 224, and paid to the relevent Khajna and Taxes upto date in respect of the said property;

AND WHEREAS after purchasing the aforesaid sale deed the said Shyama Prasad Halder was the owner in respect of 20 Cottahs equivalent to 33 Decimal of Bagan and Danga landed properties, **in Two Mouzas**, seized and possessed thereon, by virtue of a registered deed of sale (Bengali Kobala) executed on 11.07.2023 and registered on 12.07.2023 sold and transfer to Sri Subrata Adhikary the present First Party/Land Owner **herein** in respect of 18 (Eighteen) Cottahs

equivalent to 29.70 Decimal **in Two Mouzas**, contained in R.S. and L.R. Dag No. 33 under R.S. Khatian No. 298 corresponding to L.R. Khatian No. 569, land measuring 16 Cottahs 07 Chittaks equivalent to 27.12 Decimal of Bagan Land, lying and situated at Mouza Dakshinhath, J.L. No.73, Pargana Anowerpur, P.S. Madhyamgram **AND** contained in R.S. and L.R. Dag No. 188/268 under R.S. Khatian No. 160 corresponding to L.R. Khatian No. 554, land measuring 1 Cottahs 09 Chittaks equivalent to 02.58 Decimal out of 06 Decimal Danga Land, lying and situated at Mouza Nadibhag, J.L. No.75, Pargana Anowerpur, P.S. Madhyamgram, within the Jurisdiction of Additional District Sub-Registrar at Barasat, within the limit of Madhyamgram Municipality, District North 24-Parganas, and the same was registered at the Office of the Additional District Sub-Registrar at Barasat, and recorded in Book No. I, Volume No. 1525, pages 229516 and 229542, Being No. 08904, in the year 2023;

AND WHEREAS after purchasing the aforesaid sale deed (Bengali Kobala) the First Party/Land Owner **herein** was the owner in respect of 18 (Eighteen) Cottahs equivalent to 29.70 Decimal **in Two Mouzas**, of Bagan and Danga landed properties, and recorded his name in L.R. Record of rights and got 27.12 Decimal of Bagan Land as **(Schedule - KA), at Mouza Dakshinhath**, New L.R. Khatian No. 984 **AND** 02.58 Decimal Danga Land, as **(Schedule -KHA) at Mouza Nadibhag** New L.R. Khatian No.1284, and also Mutated his name in Local Madhyamgram Municipality, Ward No. 1 Molla Para, Holding No. 224/1, and paid to the relevent Khajna and Taxes upto date in respect of the said property;

AND WHEREAS the present First Party/Land Owner **herein** Subrata Adhikary seized and possessed thereon was the Owner in respect of ALL THAT piece and parcel of 18 (Eighteen) Cottahs equivalent to 29.70 Decimal out of 20 Cottahs equivalent to 33 Decimal of Bagan and Danga landed properties, **in Two Mouzas**, contained in R.S. and L.R. Dag No. 33 under R.S. Khatian No. 298 corresponding to modified OWN L.R. Khatian No. 984, land measuring 16 Cottahs 07 Chittaks equivalent to 27.12 Decimal of Bagan Land, lying and situated at Mouza Dakshinhat, J.L. No.73, Pargana Anowerpur, P.S. Madhyamgram **AND** contained in R.S. and L.R. Dag No. 188/268 under R.S. Khatian No. 160 corresponding to modified OWN L.R. Khatian No. 1284, land measuring 1 Cottahs 09 Chittaks equivalent to 02.58 Decimal out of 06 Decimal Danga Land, lying and situated at Mouza Nadibhag, J.L. No.75, Pargana Anowerpur, P.S. Madhyamgram, within the Jurisdiction of Additional District Sub-Registrar at Barasat, within the limit of Madhyamgram Municipality, Ward No. 1, Molla Para Road, Holding No. 224/1, District North 24-Parganas, more-fully described in the Schedule "A" below, and have been possessing, occupying and enjoying the same freely, openly, peacefully and without any objection and/or interruption whatsoever having permanent, heritable and transferable right title and interest therein;

AND WHEREAS the land Owner/First party was the absolute owner of the said property and paid to relevent Taxes upto date in respect of the same, ALL THAT piece and parcel of land measuring 29.70 Decimal, more-fully described in the Schedule "A" below, and have been possessing, occupying and enjoying the same freely, openly,

peacefully and without any objection and/or interruption whatsoever having permanent, heritable and transferable right title and interest therein;

AND WHEREAS the land Owner/First party was the absolute owner of the said property mutated his name in Local Madhyamgram Municipality, and paid to relevent Taxes upto date in respect of the same, all that piece and parcel of land measuring 29.70 Decimal togetherwith building, more-fully described in the Schedule "A" below, and have been possessing, occupying and enjoying the same freely, openly, peacefully and without any objection and/or interruption whatsoever having permanent, heritable and transferable right title and interest therein.

AND WHEREAS the said Principal is paid to the relevent Khajna upto date in respect of the Sixteen annas Schedule property;

AND WHEREAS the land Owner/First party was the absolute owner of the said property and paid to relevent Taxes upto date in respect of the same, ALL THAT piece and parcel of land measuring 29.70 Decimal, more-fully described in the Schedule "A" below, and have been possessing, occupying and enjoying the same freely, openly, peacefully and without any objection and/or interruption whatsoever having permanent, heritable and transferable right title and interest therein;

AND WHEREAS the land Owner/First party was the absolute owner of the said property mutated his name in Local Madhyamgram Municipality, and paid to relevent Taxes upto date in respect of the same, all that piece and parcel of land measuring 29.70 Decimal

togetherwith building, more-fully described in the Schedule "A" below, and have been possessing, occupying and enjoying the same freely, openly, peacefully and without any objection and/or interruption whatsoever having permanent, heritable and transferable right title and interest therein.

AND

AND WHEREAS being the owner in such possession, the land owners/First party have decided to construct a Ground +5 Multi storied building, comprised of several separate flats/Garage/Shop units, through an experienced builder/developer at the cost of the builder/developer in and over the below Schedule "A" land by demolishing the old structure standing thereon and, consequently, have declared his aforesaid decision.

AND

WHEREAS, the Developer/Second Party, having previous experience in the construction of building at its cost, has approached the land Owner/First party to appoint the developer/Second party as "BUILDER & DEVELOPER" to construct the proposed Ground+5 Multi Storied residential/Commercial building Sanctioned by the Madhyamgram Municipality and considering the approach of the developer/Second party, the land Owner/First party have agreed, by accepting the proposal, to appoint the Developer/Second party as "BUILDER & DEVELOPER" to construct, at the cost of the developer/Second party, the proposed Ground +5 Multi Storied residential/Commercial building sanctioned by the Madhyamgram Municipality, dated 06.08.2024 **Sanctioned Plan No. COM.20/MM/2024-25** in and over the below Schedule "A" land after dismantling the existing standing structure.

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WHEREAS it is to be made clear that the First Party (LAND OWNER /VENDOR) and the Second Party (Developer) are Partners in the proposed construction work upon the Scheduled "A" property mentioned here after.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer and acceptance, the parties of both the parts have entered into this Deed of Agreement to record the terms and conditions as agreed by and between themselves and also bind themselves with the said terms and conditions as hereinafter appearing;

ARTICLE: I-DEFINATION

- A. That the word "LAND OWNER" shall mean **SRI SUBRATA ADHIKARY** son of Late Kalipada Adhikary and his heirs, executors, successors, legal representatives, administrators and assigns.
- B. That the word "DEVELOPER" shall mean **M/s. NIZAM BABA REAL ESTATE PRIVATE LIMITED** a company having its registered office at 224/1, Mollapara Badu Road, Madhyamgram, Barasat I, Post Office Badu, Police Station- Madhyamnagaram, District North 24-Parganas, Pin 700128, West Bengal, It's Director **SRI SUBRATA ADHIKARY** son of Late Kalipada Adhikary, by Caste Hindu, by Nationality Indian, by Occupation Business, resident of 78/1/3, Mulajore Road, Goalghar, Post Office Kankinara, Police Station- Jagaddal Hal Bhatpara, District North 24-Parganas, Pin 743126, West Bengal;
- C. That the word "LAND" shall mean all that piece and parcel of 29.70 Decimal land as described in the Schedule "A" below.

- D. That the word "BUILDING" shall mean G+5 Multi Storied building or any other storied to be approved by the Madhyamgram Municipality.
- E. That the word "BUILDING PLAN" shall mean the plan including renewal revised and/or modified for the construction of the building duly approved/sanctioned by the Madhyamgram Municipality.
- F. That the word "COMMON FACILITIES/AREA" shall mean the facilities and area as are described in the Schedule "C" herein below.
- G. That the word "SALEABLE SPACE" shall mean the space in the proposed building available for the developer/Second party as DEVELOPER'S ALLOCATION.

**ARTICLE: II - RIGHTS AND OBLIGATIONS OF THE LAND OWNER/
FIRST PARTY**

- A. That the land owner/First party shall be entitled to get as OWNER'S ALLOCATION, in consideration of having agreed to appoint the developer/Second party as "BUILDER & DEVELOPER" to construct as its cost the proposed (G+5) Multi Storied residential building sanctioned by the Madhyamgram Municipality in and over the below Schedule "A" land after dismantling the existing standing structure and in lieu of the said land and structure, the Flat/Premises as fully described in the Schedule "B" below and the monetary benefit as hereinafter appearing.
- B. That the land owner/first party shall have no claim in the existing old structure after the below schedule "A" property is handed over to the developer/Second party for the proposed construction of the building by demolishing the old structure and the land owner/ first

party shall raise no objection in the event of demolishing the old structure by the developer/ second party at its own cost and also in the event of taking/selling the demolished materials by the developer / Second party;

C. That the land owner/ first party shall execute a Development Power of Attorney simultaneously with the execution of the present indenture, authorizing the developer /second party and empowering its partner to do all acts, deeds in relation to construct the proposed building on the land mentioned in schedule "A" below and to make agreement/s with the intending buyer/s of respective flats except Flats/premises comprised in OWNER'S ALLOCATION. The land owners /first party shall have no right to revoke the said General Power of Attorney till the date of fulfilment/completion of each and every terms and conditions of the present indenture. That the said General Power of Attorney shall under no circumstances create/give rise to in favour of the developer /Second party the power to sale the right title and interest of the land owners /first party in the proposed building.

D. In case any dispute arises between the parties on the first part and second part, either of the parties shall have the right to seek arbitration in the matter as per arbitration and conciliation Act, 1984, as amended till date.

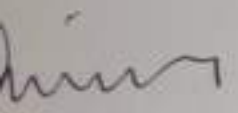
That the land owners /first parties shall have to sign on the proposed building plan including revised or modified plan to be prepared by the developer/Second party for sanctioning/approving by the Madhyamgram Municipality, other applications, deeds and documents to be required by the developer/second party from time to time for smooth running of proposed construction work. That the land

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owner/first party shall act and extend all sorts of co-operation for completion of building within the stipulated period, as hereinafter appearing. That the land owner/first party shall provide the original documents with regard to the Schedule "A" property to the developer/second party as and when required by the developer/second party for any purpose in connection with the proposed construction work and shall be returned by the developer/second party on the fulfilment of the particular purpose.

E. That all dealing by the developer/Second party in respect of the construction of the proposed building shall be in the name of the land owner/First party but the land owner/First party shall have no liability, responsibility whatsoever in case of any untoward happenings during the course of construction of the proposed building by the developer/ Second party.

F. That the land owner/ first party declare that he have good right and full power and absolute authority to enter into this agreement with the developer/ second party and the land owner/first party hereby undertake to indemnify and keep indemnified the developer/second party from and against any and all third party claims, actions and demands whatsoever in respect of the land in and over which the proposed construction shall be made. The land owner/first party declare that the land described in the Schedule "A" below is free from all encumbrances, charges, lispence whatsoever and the said land is not affected by Urban Land (Ceiling & Regulations) Act, 1976 and neither affected under any acquisition or requisition by any Government or Non-government authority concerned nor it is affected by any scheme of alignment. The land owner/first party have got



saleable and marketable right, title and interest over the Schedule "A" property and they undertake not to create any encumbrances and charges on the said land otherwise in the manner stated hereinabove.

G. That the land owner/first party hereby agreed and covenant with the developer/second party not to cause any interference or hindrance in the process of construction of the proposed building by the developer/second party.

H. That the land owner/first party hereby agreed and covenant with the developer/second party not to do any act or thing whereby the developer/second party shall be prevented from selling, assigning and/or disposing of the DEVELOPER'S ALLOCATION, hereinafter appearing, in the proposed new building.

ARTICLE : 3 - RIGHTS AND OBLIGATIONS OF THE DEVELOPER/SECOND PARTY

A. That the developer/Second party shall be entitled to get as DEVELOPERS ALLOCATION, in consideration of construction as "BUILDER & DEVELOPER" at its own cost the proposed Ground +5 Multi Stories residential/Commercial building or any other storied as to be sanctioned by the Madhyamgram Municipality in and over the below schedule "A" land after dismantling the existing standing structure and in lieu of the said monetary investment, the Flat/Premises/ area in the proposed new building save and except the Flat/Premises/area comprised in OWNER'S ALLOCATION.

B. That the developer/second party shall be entitled to demolish the existing structure, standing on the said land upon which the new building shall be constructed getting the vacant possession of the same and shall be entitled to retain the sale proceeds of the demolished building materials;

C. That the developer/ second party hereby granted by the land owner/first party the right to construct the proposed Ground +5 Multi Storied residential/Commercial building or any other storied as to be sanctioned by the Madhyamgram Municipality in and over the below Schedule "A" land after dismantling the existing standing structure in accordance with the Building Plan to be sanctioned by the appropriate authority.

D. That the developer/ second party shall prepare the Building Plan for construction of the proposed G+5 Multi Storied building sanctioned by the Madhyamgram Municipality in and over the below Schedule "A" land after dismantling the existing standing structure at its own cost, if necessary a revised or modified Building Plan for G+5 Multi Storied building sanctioned by the Madhyamgram Municipality at its own cost and shall submit the same duly signed by the land owner/first party or by the constituted attorney of the land owner/first party to the Madhyamgram Municipality for sanction/approval.

E. That the developer/ second party shall bear all the costs/charges to be payable to the Madhyamgram Municipality for obtaining approved Building Plan. The developer/second party shall also pursue and shall give its utmost effort for sanctioning the Building Plan and the land owner/first party shall not in any way create any obstruction in such procedure.

F. That the developer/second party shall bear all costs in constructing the proposed building in accordance with the sanctioned/approved Building Plan and the land owner/ first party shall have no liability to bear any amount in the process of construction of the said proposed building.

G. That the developer/second party shall appoint Architect, masons workmen/labours at its own choice and shall bear all expenses therefore. The land owner/first party shall have the right to inspect the work progress at any reasonable time and shall have the right to complain in case of any irregularities in the process of said construction work.

H. That the developer/second party shall have the right to get temporary electric connection from the concerned authority and to get other facilities which shall be required for smooth functioning of the construction work and the land owner/first party shall have to execute necessary paper to that effect if required. The consumption charges of existing electric connection, if used by the developer/ second party, shall be paid by the developer/ second party.

I. That the developer/second party shall be exclusively entitled to the DEVELOPER'S ALLOCATION in the new building with exclusive right to transfer the same to the third parties without affecting the right and interest of the land owner/first parties in the said new building and the land owner/first party shall have no right to disturb in any way the process of transferring by the developer/ second party its allocation to the third party provided the developer/ second party delivers possession to the land owner/first party her allocation in respect of Flat/Premises and also fulfils the condition of monetary benefit as enumerated in Schedule "B" hereunder, before selling any portion of DEVELOPER'S ALLOCATION to intending purchaser's by the developer/second party the land owner/ first party shall be liable to execute and register proper deeds, at the cost of the intending purchaser/s or at the cost of the developer/ second party, in favour of any person/s as per direction of the developer/ second party.

J. That the DEVELOPER'S ALLOCATION shall include the proportionate and indivisible share of the land upon which the new building shall stand and shall also include the common facilities and area, hereinafter appearing, the said proposed new building.

K. That the developer/Second party shall pay and bear the required taxes in respect of the property mentioned in Schedule "A" below as from the date of taking possession of the same and the developer/second party shall bear the requisite fees for getting the property mutated in the name of the land owner/first party.

L. That the developer/ second party shall inform in writing the land owner/first party, as soon as the building plan is sanctioned by the Madhyamgram Municipality, as to the number of storey that would be sanctioned by the Madhyamgram Municipality in the proposed building plan to be submitted for approval.

ARTICLE: 4 - CONDITION/ STIPULATED PERIOD FOR DELIVERY OF FLAT/ PREMISES, COMPRISED IN THE OWNERS ALLOCATION, TO THE LAND OWNER/ FIRST PARTY BY THE DEVELOPER/ SECOND PARTY

A. That the developer/second party shall deliver the allotted flat/premises, comprised in the owners allocation, to the land owner/first party within **48 (Forty Eight)** months from the date of sanction of building plan of the proposed building by the Madhyamgram Municipality. In case the developer fails to deliver the proposed land owners allocated flats within the ripulated period, the land owner shall be duly compensated. That the developer/second party shall take all reasonable steps for getting the said building plan sanctioned at the earliest by applying the same without any delay with the execution of the present indenture and the land owner/ first party

shall, if asked by the developer/second party, shall cooperate with the developer/second party in this regard. The time of completion of the proposed building shall be strictly observed and followed being the "ESSENCE OF THE CONTRACT", subject to the unavoidable circumstances beyond the control of the developer/second party, preventing carrying on the construction work, like flood, earth-quake, riot, indefinite strike, serious labour problems in general etc., or any other unavoidable circumstances due to the Act of God, and in the event the developer/second party shall not be liable for breach of contract due to suspension of the present indenture during the period continuance of such unavoidable circumstances as additional time for completion of the proposed building as well as additional time for delivering the allotted flat/premises, comprised in the owner's allocation, to the land owner/first party.

B. That as soon as the proposed building is completed on the land of the land owner/first party within the time as mentioned above, the developer/ second party shall issue 15 days notice to the land owner/ first party asking them to take possession of the flats/ premises, comprised in the owners allocation, in the said new building and the land owner/first party shall take possession of their flat/premises within such period from the developer/ second party.

C. That on completion of the proposed building as well as delivery of the flat/premises, comprised in the owner's allocation, to the land owner/first party by the developer/ second party, the land owner/ first party shall execute and register sale deed in favour of the Third party/ Buyers of the flats from the DEVELOPER'S ALLOCATION in the said new building on the request and demand of the developer/ second

party and the developer/ second party shall have all right to realize the total consideration at its sweet will and in that event the land owner/ first party shall have no right to claim any amount as share of the consideration. The land owner/first party shall have no right to nominate/choose the said Third party/ Buyers of the flats from the DEVELOPER'S ALLOCATION.

ARTICLE : 5 - MATERIALS TO BE USED FOR CONSTRUCTION OF THE PROPOSED BUILDING

That the Developer/Second party shall construct the proposed building with standard materials having I.S.I and under good supervision and also according to specification of Flat, more-fully described in the schedule "D" below, for the flat/premises comprised in owners allocation. The developer/ second party shall have all responsibility to use the building materials. The land owner/first party shall not be liable for any defect in respect of the use of the building materials.

ARTICLE: 6 - CONSIDERATIONS TO BE MADE BY THE DEVELOPER/ SECOND PARTY TO THE LAND OWNER/FIRST PARTY

That in consederation of having agreed to appoint the developer/ second party as "BUILDER & DEVELOPER" to construct at its own cost the proposed G+5 Multi Storied residential/commercial building sanctioned by the Madhyamgram Municipality in and over the below schedule "A" land after dismantling the existing standing structure and in lieu of the said land and structure, the land owner/first party shall be entitled to get 1. The land owners/first parties get 1) **One 2 BHK Flat on the FIRST FLOOR** Front side measuring Carpet area 1002 Square feet flat of South Western side, 2) **One 3 BHK Flat on the**

FIRST FLOOR Front side **measuring Carpet area 1050 Square feet** flat of South Eastern side, **3) GARAGE on the GROUND FLOOR** Front side **measuring Carpet area 2200 Square feet** under neeth of the First Floor Flat, **with** all the Flat area Electric fittings and water connection complete, allotted including common area and Stair and another the Second Party/Developer will get the balance of Sale proceeds, Total Property, of the proposed new building identified by "**N.B. PALACE**" to be constructed on the Schedule -"A" land as aforesaid, together with proportionate undivided shares of said "A" Schedule land measuring 29.70 Decimal, along-with the right of undivided proportionate interest in the common areas and facilities as fully described in the Schedule -"C' below, share of passage for ingress and egress of the building in according to the specification of building and flat described in Schedule "D" below of the proposed new building.

2. Along with Monetary benefit of Rs. 2,00,00,000/- (Rupees Two Corors) only of which advance money at the time of the development agreement Rs. 10,00,000/- (Rupees Ten Lakhs) in addition to the flat/premises comprised in owners allocation, in the following manner; The developer/Second Party of his flats seperately in the following manner of the proposed G+5 Multi storied residential building sanctioned by the Madhyamgram Municipality, of "A" Schedule property AND The Developer shall have the right to sell and/or transfer his/their **another Total Flats seperately of entire allocation except the allocation** of the owner.

That the developer shall have absolute right to execute agreement with the intending purchaser/purchasers of the Flats other than the share of Second party owner and can make registration in the Office of sub-

Registrar at Barasat or any where as applicable and present the Instrument for sale before the Registration Office and to do all the necessary works in respect of the sale and registration.

ARTICLE: 7 RESTRICTIONS

- A. That the developer/second party shall abide all laws, rules and regulations of Government Local Bodies and other authorities and shall remain answerable and responsible for any deviation violation and for breach of any laws, building rules and regulations.
- B. That the land owner/first party shall have no right to obstruct or shall not be the cause of any hindrance in the process of construction work by any manner whatsoever.
- C. That the land owner/ first party, being the land owner, shall not be permitted to carry on any illegal and/or immoral trade or activity or create any nuisance from his portion of allocation in the proposed new building causing hazard to the other occupiers of the said building from the developer's allocation and shall also not disturb the other occupiers of the said building in enjoying his separate flat/unit peacefully and in the same fashion the developer/Second party shall make sure that the land owner/First party shall not be disturbed in peaceful enjoyment of his allocation by the other occupiers of the said new building.
- D. That the land owner/first party, being the land owner, shall not be permitted to damage any portion of the new building causing material defect in the same and in the same fashion the developer/second party shall make sure that the other occupier of the said new building from developer's allocation shall not damage any portion of the new building causing material defect in the same.

E. That the land owner/ first party shall abide by all bye laws, rules and regulations of associations/society that may be formed by the other owners of flat in the said new building.

F. That the land owner/ first party shall not be permitted to transfer/alienate the developer's allocation or any part thereof to any person/s by any means such as sale, gift, lease, mortgage etc., and shall also not be able to let-out the same and/or create any charge thereon.

G. That the parties of both the parts hereof shall abide by all the terms and conditions of the present indenture to give the ultimate shape of the purpose of the present indenture and in case of default, the defaulting party shall be liable for damage and compensation for breach of contract.

ARTICLE: 8 - LIABILITY/ RESPONSIBILITY OF THE DEVELOPERS :

A. That the Income Tax clearance in respect of sale or transfer of flat and other space from the developer's allocation shall be borne by the developer/ second party and the land owner/first party shall have no responsibility to bear any income tax or any other taxes or charges in the present project.

B. That it shall be the liability and responsibility of the developer/ second party to obtain building completion certificate of the proposed new building from the Madhyamgram Municipality at its own cost.

C. That only the developer/ second party and not the land owners / first parties shall remain liable to the third party for any breach of commitment by the developer/Second party with the third party concerned.

D. After execution of the present indenture if any third party create any obstruction, court case etc., land owner/First party shall have no liability to bear any amount for this purpose, and the developer/second party shall bear all costs including litigation expenses.

ARTICLE: 9 - INDEMNITIES

A. That the land owner/First party shall only keep the right, title and interest upon their allotted flats, more-fully described in the schedule "B" below, and the land owner/First party shall have all right to get separate holding number for their allotted flats from Madhyamgram Municipality at their own cost and in the same way the developer/second party and the Third Party/Buyers shall keep the right, title and interest upon the rest portion/s of the said building and shall have all the right to get separate holding number/s respectively from Madhyamgram Municipality at their own cost.

B. That the land owner/first party hereby undertake that the developer/ second party shall be exclusively entitled to enjoy the DEVELOPER'S ALLOCATION without any interference and/or disturbance by the land owner/First party provided the developer/ Second party performs its part with regard to the present indenture.

C. That the developer/ second party hereby undertakes to keep the land owner/First party indemnified against all third parties claim arising out of any act or omission from the part of the developer/ second party. The developer/ second party hereby also undertakes to keep the land owner/first parties indemnified against all actions, suits, costs, proceedings and claims that may arise with regard to the development of the proposed building.

ARTICLE: 10 - GENERAL CLAUSES

- A. That the land owner/first parties and the developer/second party have entered into the present indenture purely as a contract and nothing contained herein shall be deemed to be construed as partnership as between the land owner/first party and the developer /second party.
- B. That nothing contained in the present indenture shall create any right, title and interest in favour of the developer/second party in respect of the schedule "A" property save and except the right to use the schedule "A" property for construction of the proposed building at the cost of the developer/second party in consideration of the DEVELOPERS ALLOCATION.
- C. That the developer/second party shall not create any financial liability on the land owner/first party or shall not be entitled to create any sort of charges on the schedule "A" property in the event of taking/borrowing money from any financial institution for the purpose of construction of the proposed building through financial help.
- D. That the developer/ second party shall have the right to advertise the project under these presents at its own cost for publicity of the same by affixing signboard, hoarding etc. in and around the schedule "A" property during the subsistence of the present indenture.
- E. That proposed building shall be a residential building only.
- F. That the developer/ second party has entered into the present indenture with the land owner/first party after being satisfied about the proper and absolute title of the land owner/ first party.
- G. That the developer/ second party shall not be able to engage any other builder/ developer for construction of the proposed building and,

thereby, shall not be entitled to transfer the benefit of the present indenture.

H. That the land owner/ first party shall enter into the agreement for sale with respective buyer/s of flat/s comprised in DEVELOPERS ALLOCATION, being the land owners, as per request and demand by the developer /second party.

I. That all expenses incidental to the present indenture and the requisite Stamp Duty and Registration Charges with regard to the transfer of ownership of the respective flat/s comprised in DEVELOPERS ALLOCATION, shall be borne by the developer/Second party or its nominees or by the respective buyer/s;

J. That the present indenture shall be deemed to have commenced with effect from the date of execution of the same.

K. That the execution of the Development Power of Attorney by the land owner/first party in favour of the developer/ second party, simultaneously with the execution of the present indenture, shall not in any manner create any financial or legal liability upon the land owner/ first party or shall not transfer any right, title and interest of the land owner/ first party in respect of the schedule "A" property to and in favour of the developer/ second party. The execution of the said Development Power of Attorney shall only be for smooth functioning of the present project which is the subject matter of the present indenture.

L. The present indenture shall bind all the legal heirs, successors, successors-in-office, executors, representatives of the parties of both the parts hereof.

SCHEDULE "A" ABOVE REFERRED TO :

(Description of the land on which the proposed building shall be constructed),

ALL THAT piece and parcel of Bastu land measuring 18 (Eighteen) Cottahs equivalent to 29.70 Decimal togetherwith 100 Square feet structure standing thereon including half share of common passage on the Eastern side 16 Feet wide common passage of Bastu, be the same a little more or less, **in Two Mouzas**, contained in R.S. and L.R. Dag No. 33 under R.S. Khatian No. 298 corresponding to modified OWN L.R. Khatian No. 984, land measuring 16 Cottahs 07 Chittaks equivalent to 27.12 Decimal of Bastu Land, lying and situated at Mouza Dakshinhat, J.L. No.73, Pargana Anowerpur, P.S. Madhyamgram **AND** contained in R.S. and L.R. Dag No. 188/268 under R.S. Khatian No. 160 corresponding to modified OWN L.R. Khatian No. 1284, land measuring 1 Cottahs 09 Chittaks equivalent to 02.58 Decimal out of 06 Decimal Bastu Land, lying and situated at Mouza Nadibhag, J.L. No.75, Pargana Anowerpur, P.S. Madhyamgram, within the Jurisdiction of Additional District Sub-Registrar at Barasat, within the limit of Madhyamgram Municipality, Ward No. 1, Molla Para Road, Holding No. 224/1, District North 24-Parganas; The land is butted and bounded as follows:-

ON THE NORTH : L/o. Dag No.188/268.

ON THE SOUTH : 40 Feet wide Municipal Road.

ON THE EAST : 8'+8' = 16 Feet wide Common Passage.

ON THE WEST : H/o. Mother Bread (Dag No. 33),

SCHEDULE "B" ABOVE REFERRED TO :
(Description of the owner's allocation in the proposed new building)

1. The land owners/ first parties get 1. The land owners/ first parties get 1) **One 2 BHK Flat on the FIRST FLOOR** Front side measuring Carpet area 1002 Square feet flat of South Western side, 2) **One 3 BHK Flat on the FIRST FLOOR** Front side measuring Carpet area 1050 Square feet flat of South Eastern side, 3) **GARAGE on the GROUND FLOOR** Front side measuring Carpet area 2200 Square feet under neeth of the First Floor Flat, with all the Flat area Electric fittings and water connection complete, allotted including common area and Stair and another the Second Party/Developer will get the balance of Sale proceeds, Total Property, of the proposed new building identified by "**N.B. PALACE**" to be constructed on the Schedule -"A" land as aforesaid, together with proportionate undivided shares of said "A" Schedule land measuring 29.70 Decimal, along-with the right of undivided proportionate interest in the common areas and facilities as fully described in the Schedule -"C" below, share of passage for ingress and egress of the building in according to the specification of building and flat described in Schedule "D" below of the proposed new building.
2. Along with Monetary benefit of Rs. 2,00,00,000/- (Rupees Two Corors) only of which advance money at the time of the development agreement Rs. 10,00,000/- (Rupees Ten Lakhs) in addition to the flat/premises comprised in owners allocation, in the following manner;

IN ADDITION TO THE AFOREMENTIONED FLAT, THE LAND OWNER/ FIRST PARTY IS ENTITLED TO OWNER'S ALLOCATION FROM THE DEVELOPER/ SECOND PARTY AS PAYMENT IN THE MANNER AS CATEGORICALLY STATED IN ARTICLE-6, OF THE PRESENT INDENTURE.

Amir

SCHEDULE-"C" ABOVE REFERRED TO :

(Description of common facilities, common areas and common users to be enjoyed by the land owner/first parties along-with their respective flats and with the other occupiers of the proposed building)

- 1) Common Passage of the Building, Road and pathways to be used as entrance to and exit from the flat to the Municipal Road without any interruption or hindrances whatsoever.
- 2) Staircases and landing on all floors;
- 3) Drainage, safety tank and soak pit well;
- 4) Installation of common services;
- 5) Lift;
- 6) Boundary wall and main gate;
- 7) Water pump, water supply, water pipes (in outer side);
- 8) Foundation, Plinth, Common Walls, Girders, Rafters and all other supporting structures including Drains, Sewers including top roof of the building;

SCHEDULE-"D" ABOVE REFERRED TO :

(Specification of Flat and Building)

- | | | |
|----|--------------|---|
| 1. | Structure : | R.C.C. Foundation and R.C.C. structure. |
| 2. | Brick work : | 8" outside 3"-5" inside partition wall (as Necessary). |
| 3. | Doors : | Door fame of Saal wood, Door Shutter of Flash Door, Bathroom frame and Door of PVC. |
| 4. | Window : | Grill fitted Sliding Aluminium window with full Glass. |
| 5. | Floor : | All marble/tiles floor with 4" skirting on all sides |
| 6. | Toilet : | Marble/Tiles floor and wall with white glazed Tiles upto 5" (Five feet) height. |

- (30)-
7. Kitchen : Kitchen slab of black stone and one sink of Stainless steel wall above slab upto 2" height with glazed tiles and marble floor and two taps. One white Basin.
 8. Dining Room : 5 Points in each Bed Room and drawing cum Dining room, 2 points in toilet, 4 points in kitchen, 1 Bell point, exhaust hole and point, all concealed wiring.
 9. Electricals : (i) One white commode in Toilet, 3 water Points in toilet.
(ii) One white commode and two water points In W/C.
 10. Sanitary : Inside wall with plaster of putty in each flat and Outside wall with cement paint.
 11. Painting : Common overhead tank and distribution of Water in each floor from down pipe of PVC From deep tube well through pump.
 12. Water supply : Tiles in staircase inside Wall.
 13. Staircase : Main doors shall be provided by one Teak wood And Fittings Finder, Steel! Aluminium Tower bolt, handle And all inside doors provides with necessary Aluminium/steel fittings.
 14. Door Windows : Moduler bricks (clay) or AAC Block
 15. Bricks Quality : Medium / Course.
 16. Sand Quality

The Annexed Site Plan and annexed sheets containing Photographs and Signatures along with finger impressions of the both party, as a part of this documents.

-(31)-

IN WITNESS WHEREOF the parties of both the parts hereunto set and subscribed their respective hands on this deed of agreement on the day, month & year first above written.

WITNESS:---

1. MANAS ROY
SHAYAMANGAR (N)

2. Tofan. Medhaji
of Nairin

Subrata Adhikary.

SIGNATURE OF THE LAND
OWNER/FIRST PARTY

Drafted & Prepared By :-

Subhabrata Biswas
SRI SUBHABRATA BISWAS
DEED WRITER,

A.D.S.R. OFFICE, NAIHATI,
Licence No. W.B.XII-38

Subrata Adhikary.
Nizam Baba Real Estate Pvt. Ltd.

Director

SIGNATURE OF THE DEVELOPERS
SECOND PARTY

Typed by :

Kartick Ch. Banerjee.
SRI KARTICK CH. BANERJEE
37/1, Joy Ram Naya Bhusan Lane,
BHATPARA

-(32)-

MEMO OF CONSIDERATION

Date	Bank/Branch	Cheque/Bank Draft No.	Amount
01/08/2025	S.B.I. Kankinara	957866	10,00,000/-
			Rs. 10,00,000/- (Rupees Ten Lakhs) only

Subrata Adhikary

SIGNATURE OF THE VENDORS

অতিরিক্ত জেলা অর নিবন্ধক, নৈহাটী।

বাম হস্তের টিপ

নং ফ্রেতা/বিক্রেতা, দাতা/গ্রহীতা

ডান হস্তের টিপ

কনিষ্ঠা

অনামিকা

মধ্যমা

তর্জনী

বৃদ্ধা

স্বাক্ষর-

Subratu Adhikari



উক্ত বাম এবং ডান হস্তের
টিপগুলি আমার

স্বাক্ষর-

কনিষ্ঠা

অনামিকা

মধ্যমা

তর্জনী

বৃদ্ধা

বাম হস্তের টিপ

নং ফ্রেতা/বিক্রেতা, দাতা/গ্রহীতা

ডান হস্তের টিপ

কনিষ্ঠা

অনামিকা

মধ্যমা

তর্জনী

বৃদ্ধা

স্বাক্ষর-

Subratu Adhikari



উক্ত বাম এবং ডান হস্তের
টিপগুলি আমার

স্বাক্ষর-

কনিষ্ঠা

অনামিকা

মধ্যমা

তর্জনী

বৃদ্ধা

জেলা: উত্তর ২৪ পরগণা
ব্লক: বারাসাত-৯
মৌজা: দক্ষিণহাট

(Live Data As On 30/07/2025,12:49:07)

জে.এল নং: 73 থানা: বারাসাত

খতিয়ান নং :	984
রায়তের নাম :	সুদ্রত অধিকারী
পিতা/স্বামী :	মৃত কালিপদ অধিকারী
রায়তের ধরণ :	ব্যক্তি
ঠিকানা :	নিজ
জমির পরিমাণ:	0.27 একর
দাগের সংখ্যা :	1
খতিয়ান তৈরীর তারিখ :	02/08/2023

অত্রস্বত্বের দাগের বিবরণ ও পরিমাণ:

(* দাগের অত্রস্বত্বের জমির যথার্থ পরিমাণ, দাগের মধ্যে অত্রস্বত্বের অংশ অনুসারে নির্ধারিত হইবে।)

দাগ নং	শ্রেণী	অংশ	অংশ পরিমাণ(একর)	দখলদার	মন্তব্য
33	বাগান	0.2000	0.27	Nil	Nil Remarks

DEED OF DEVELOPMENT AGREEMENT
P.S. - BAKASAT DIST - 24 PGS (N) UNDER MADHYAM GRAM MUNICIPALITY
AT MOLLAPARA ROAD WARD NO-01 HOLDING NO -224/1
SCALE - 1"=40'-0"

MOUZA	J.L. NO	KHATIAN NO		DAG NO		AREA OF LAND				COV AREA
		R.S	L.R	R.S	L.R	KA	CHH	SFT	DEC	
DAKSHINHAT	73	298	984	33	33	16	07	0	27.12	R.T. SHED
NADI BHAG	75	160	1284	188/268	188/268	1	09	0	02.58	100 SFT
TOTAL AREA OF LAND - 18 KATTA 0 CHHATAK 0 SFT OR 29.70 DEC										

DEVELOPER :-
NAZIM BAB REAL ESTATE PRIVATE
LIMITED OF A REPRESENTATIVE
SRI SUBRATA ADHIKARY

LAND OWNER :-
SRI SUBRATA ADHIKARY
S/O LT. KALIPADA ADHIKARY



Nazim Bab Real Estate Pvt. Ltd.

Subrata Adhikary

SIG OF LAND OWNER

Subrata Adhikary

SIG OF DEVELOPER

Dilip Mukherjee
Dilip Mukherjee
 Surveyor
 Reg. No. 813 Year
 Kanthalpara, 5/A, Bijoynagar
 S. - Naihati, Dist-24 Pgs (N)
 TRACE BY

জেলা: উত্তর ২৪ পরগণা

ব্লক: বারাসত-২

মোজা: নদী ভাগ

(Live Data As On 30/07/2025,12:47:04)

জে.এল নং: 75 থানা: বারাসাত

খতিয়ান নং :	
রায়েতের নাম :	1284
পিতা/স্বামী :	সুব্রত অধিকারী
রায়েতের ধরণ :	কালিপদ অধিকারী
ঠিকানা :	ব্যক্তি
জমির পরিমাণ:	নিজ
দাগের সংখ্যা :	0.0258 একর
খতিয়ান তৈরীর তারিখ :	1
	25/07/2023

অত্রস্বত্বের দাগের বিবরণ ও পরিমাণ:

(* দাগের অত্রস্বত্বের জমির যথার্থ পরিমাণ, দাগের মধ্যে অত্রস্বত্বের অংশ অনুসারে নির্ধারিত হইবে।)

দাগ নং	শ্রেণী	অংশ	অংশ পরিমাণ(একর)	দখলদার	মন্তব্য
188/268	ভাঙ্গা	0.0109	0.0258	Nil	Nil Remarks