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Certified that the Document is admitted of Registration. The Signature Sheet and the endorsement sheets attached to this document are the part this Documents

Additional Registrar of Assurances-IV, Kolkata

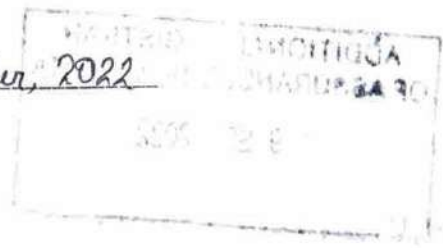
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Additional Registrar of Assurances-IV, Kolkata

DEVELOPMENT AGREEMENT

- Date: 3rd September, 2022
- Place: Kolkata
- Parties:



Visa Case No. 4144 2/9/22

Rafiqul Jehan

J (1)-... 250  
J (2)- 250  
Total 450  
Realised of

ARA-IV  
Kolkata

(Signature)

04 JUL 2022

SL. No. 10933 DATE.....  
NAME.....  
ADD.....  
AMT.....



Mishra



9408

AL-MADINA REALTY LLP

Mishra

Designated Partner



Abel

MOUSUMI GHOSH  
LICENSED STAMP VENDOR  
KOLKATA REGISTRATION OFFICE

AL-MADINA REALTY LLP



9409



Rafiqat Jehan

9 SEP 2022

Handwritten signature

ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
- 9 SEP 2022



9410

Swapna Konar

- 3.1 Rafat Jahan, Wife of Md. Kamal Ashraf, by faith Muslim, by occupation Business, nationality Indian, of 110/H/7B, Eliot Road, Kolkata -700016, Post Office Park Street, Police Station Park Street, District Kolkata [PAN AMXPJ3942R] [AADHAAR 886939645352]

(Owner, includes successors-in-interest and/or assigns)

And

- 3.2 AL-Madina Realty LLP, a Limited Liability Partnership firm, incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 3, Royd Lane, 3<sup>rd</sup> Floor, Post Office Park Street, Police Station Park Street, Kolkata-700016, [PAN ABTFA2828G], represented by its designated partner, Mohamad Kamal Ashraf *alias* Md. Kamal Ashraf, son of Md. Samsuddin, nationality Indian, by faith Muslim, by occupation Business, working for gain at 3, Royd Lane, 3<sup>rd</sup> Floor, Post Office Park Street, Police Station Park Street, Kolkata-700016 [PAN AIFPA3630H] [AADHAAR 8542 4231 4855]

(Developer, includes successors-in-interest and/or assigns)

Owner and Developer individually Party and collectively Parties.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. Subject Matter of Development Agreement:
- 4.1 Said Property: Land classified as *Bastu* (Home Street Land), measuring 9.25 (nine point two five) decimal, more or less, equivalent to 5 (five) *catlah* 9 (nine) *chittaks* 27 (twenty seven) *sq. ft.*, more or less, comprised in R.S./L.R. *Dag* No. 195, recorded under L.R. *Khatian* No. 2674, *Mouza* Nayabad, J.L. No. 25, Police Station Kasba, being Scheme Plot No. 24 and 25, Municipal Premises No. 932, Nayabad, Assesse No 31-109-08-2484-7, Street No. 8, within the limits of Ward No. 109 of the Kolkata Municipal Corporation, Additional District Sub-Registration Sealdah, District South 24 Parganas, together with a tin structure measuring 100 (one hundred) square feet, more or less, on the Said Property, more fully described in the Schedule- A below and the said R.S./L.R. *Dag* No. 195, being delineated on Plan annexed hereto and bordered in colour Red thereon (collectively Said Property together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

Background

5.  
5.1



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
- 9 SEP 2022

## 5. Background

- 5.1 **Ownership of Anjali Nandy, Jayanta Nandy and Achintya Nandi *alias* Nandy:** By virtue of 2 (two) Indentures, all dated 29<sup>th</sup> August, 2000 (Said Indentures), registered in the Office of the D.S.R. III, Alipore in Book No. I, being nos. 3946 and 3947 for the year 2000; Amit Kumar Munshi and Supriya Munshi respectively sold, conveyed and transferred 5 (five) *cattah* 9 (nine) *chittaks* 27 (twenty seven) *sq. ft.*, more or less to Anjali Nandy, Jayanta Nandy and Achintya Nandi *alias* Nandy, for the consideration and on the term mentioned therein.
- 5.2 **Ownership of Trinity Realty Pvt. Ltd:** By a Deed of Conveyance, dated 26<sup>th</sup> March, 2013, registered in the Office of the District Sub-registrar- III, South 24 Parganas, in Book No. I, CD Volume No. 7, at Pages 2663 to 2693, being Deed No. 03427 for the year 2013, Anjali Nandy, Jayanta Nandy and Achintya Nandi *alias* Nandy jointly sold, conveyed and transferred their share in this Dag to Trinity Realty Pvt. Ltd., for the consideration and on the term mentioned therein.
- 5.3 **Absolute ownership of Trinity Realty Pvt. Ltd:** In above mentioned circumstances Trinity Realty Pvt. Ltd became the sole and absolute owner of total land measuring 9.25 (nine point two five) decimal, more or less, equivalent to 5 (five) *cattah* 9 (nine) 27 (twenty seven) Sq. ft, more or less, being the Said Property, comprised in R.S./L.R. *Dag* No. 195, in *Mouza* Nayabad, J.L. No. 25, Police Station Kasba, being Scheme Plot No. 24 and 25, Municipal Premises No. 932, Nayabad, Assesse No. 31-109-08-2484-7, Street No. 8, within the limits of Ward No. 109 of the Kolkata Municipal Corporation, Additional District Sub-Registration Scaldah, District South 24 Parganas.
- 5.4 **Record of Rights :** Trinity Realty Pvt. Ltd got its name mutated in the records of the Block Land and Land Reforms Office at Additional Thakurpukur Metiyaburuj, under L.R. *Khatian* No. 2104.
- 5.5 **Conversion:** Trinity Realty Pvt. Ltd got the property converted from *shali* to *bastu*, vide memo no. 17/3431/Con Certificate/BLLRO/ATM/Kasba/19, dated 14.08.2019, in the records of the Block Land and Land Reforms Office at Additional Thakurpukur Metiyaburuj.
- 5.6 **Mutation:** Trinity Realty Pvt. Ltd got its name mutated in the records of the Kolkata Municipal Corporation, being Scheme Plot No. 24 and 25, Municipal Premises No. 932, Nayabad, Assesse No. 31-109-08-2484-7, Street No. 8, within the limits of Ward No. 109.
- 5.7 **Ownership of Said Property:** By a Deed of Conveyance, dated 3<sup>rd</sup> December, 2021, registered in the Office of the Additional Registrar of Assurance (A.R.A. IV) Kolkata, in Book No. I, Volume No. 1904-2022, at Pages 41649 to 41680, being Deed No. 190416165

for the year 2021, Trinity Realty Pvt. Ltd. sold, conveyed and transferred its share in this Dag in favor of Rafat Jahan, for the consideration and on the term mentioned therein.

- 5.8 **Mutation:** The Owner get her name mutated in the records of the Kolkata Municipal Corporation, being Scheme Plot No. 24 and 25, Municipal Premises No. 932, Nayabad, Assesse No. 31-109-08-2484-7, Street No. 8, within the limits of Ward No. 109.
- 5.9 **Record of Rights :** Rafat Jahan, her name mutated in the records of the Block Land and Land Reforms Office at Additional Thakurpukur Metiyaburuj, under L.R. *Khatian* No. 2674.
- 5.10 **Owner's Representations:** The Owner has represented and warranted to the Developer that (1) the right, title and interest of the Owner in the Said Property are free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and *lispendences* (2) the Owner shall ensure that the Owner's title to the Said Property continues to remain marketable and free from all encumbrances till completion of development (3) the Owner has not entered into any agreement for sale or lease or transfer or development of the Said Property with any person or entity (4) the Said Property is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise (5) the Owner has full right, power and authority to enter into this Agreement and (6) the Owner has neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.
- 5.11 **Developer's Representations:** The Developer has represented and warranted to the Owner that (1) the Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field (2) the Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property/Said Block and (3) the Developer has full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.
- 5.12 **Grant of Development Right:** Based on the mutual representations made by the Parties to each other as aforesaid, the Owner has agreed to grant to the Developer development rights of the Said Property, by virtue of which the Developer shall be entitled to construct and commercially exploit new residential buildings i.e. inter-alia comprising of 12 (twelve) units alongwith Ground+4 (G+4) (collectively **New Buildings**) on the Said Property/Said Block (**Project**) on the basis of the sanctioned building plans (**Sanctioned Plans**) which includes all sanctioned/permisible modifications to be made thereto by the Developer, if any, from time to time) from the concerned authorities (collectively **Planning Authorities**) and prepared by architect appointed by the Developer (**Architect**).

5.13 **Recording of Terms:** The Parties are now executing this Agreement to place on record the terms and conditions that have been agreed between themselves with regard to the Project.

## 6. Appointment and Commencement

6.1 **Appointment:** The Owner hereby appoint the Developer as the developer of the Said Property with right to execute the Project. The Developer hereby accepts the said appointment by the Owner.

6.2 **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

## 7. Sanction and Construction

7.1 **Sanctioned Plans:** The Owner shall, at the earliest, obtain from the Planning Authorities, sanction and/or modification and/or extension and/or addition of the Sanctioned Plans to ensure that full potential of FAR of the Said Property is utilized for construction of the New Buildings. It is clarified that, the Owner shall be responsible for obtaining all approvals of any nature whatsoever needed for the Project (including final sanction of the Sanctioned Plans and Completion Certificate). The Owner got a Plan sanctioned from the Kolkata Municipal Corporation for the purpose of building a residential project on the Said Land vide Plan No. - B.P No. 2022120242 dated 2<sup>nd</sup> August, 2022.

7.2 **Architect and Consultants:** The Owner confirm that the Owner has authorized the Developer to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owner shall have no liability or responsibility.

7.3 **Construction of New Buildings:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owner, construct, erect and complete the New Buildings in accordance with the Sanctioned Plans.

7.4 **Common Portions:** The Developer shall at its own costs install and erect in the New Buildings, common areas, amenities and facilities such as stairways, lifts, passages, common lavatory, electric meter room, pump room, reservoir, over head water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment and management of the New Buildings (collectively **Common Portions**). It is clarified that the Said Block/Adjacent Properties/any adjacent or contiguous properties if developed by the Developer may be notionally or actually integrated or added to the Said Property in so far as sharing of common amenities and facilities are concerned such as club, roads, passages, green areas, gates, water connection, water reservoirs, sewerage connection, lighting of streets, generator, transformer etc. The Owner confirm that it has no objection to this and the Developer shall be free to do anything that the Developer deems fit and proper in this regard.

- 7.5 **Building Materials:** The Developer shall be authorized in the name of the Owner to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owner and required for the construction of the New Buildings but under no circumstances the Owner shall be responsible for the price/value, storage and quality of the building materials.
- 7.6 **Temporary Connections:** The Developer shall be authorized in the name of the Owner to apply for and obtain temporary connections of water, electricity, drainage and sewerage.
- 7.7 **Co-operation by Owner:** The Owner shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Owner shall provide all co-operation that may be necessary for successful completion of the Project.
8. **Possession**
- 8.1 **Possession of Said Property:** At or before the execution of this Agreement, the Owner has delivered vacant and peaceful possession of the Said Property to the Developer for carrying out the Project, which the Developer hereby admits and acknowledges.
9. **Powers and Authorities**
- 9.1 **Power of Attorney With Regard to Sanction:** The Owner shall be liable for getting the Sanctioned Plans sanctioned/revalidated/modified/altere d/extended by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Buildings.
- 9.2 **Power of Attorney for Construction and Sale of Spaces:** The Owner shall grant to the Developer and/or its nominees a Power of Attorney for construction of the New Buildings and booking and sale of the flats and spaces in the New Buildings (collectively Units) to prospective purchasers (collectively Intending Purchasers).
- 9.3 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owner hereby undertakes that it shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement.
- 9.4 **Custody of Documents:** The custody of all original documents and photocopies of the same provided by the Owner shall remain with the Developer.
10. **Owner's Consideration**
- 10.1 **Owner's Consideration:** In consideration of the Owner granting development right of the Said Property to the Developer in the manner mentioned herein, the Owner shall be entitled to 40% (forty percent) of the Revenue Share from the New Buildings.



10.2 **Developer's Consideration:** In consideration of the Owner granting development right of the Said Property to the Developer in the manner mentioned herein, the Developer shall be entitled to 60% (sixty percent) of the Revenue Share from the New Buildings.

## 11. Obligations of Developer

11.1 **Compliance with Laws:** The development shall commence as per the Sanctioned Plans, schemes, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owner has been no responsibility in respect thereof in any manner whatsoever. The execution of the Project shall be in conformity with the prevailing rules and by-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance. The Developer shall alone be responsible and liable to all authorities concerned and to the Intending Purchasers for any loss or for any claim arising from such development and shall indemnify the Owner against any claims, loss or damages for any default or failure or breach on the part of the Developer.

11.2 **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New Buildings with the help of the Architect, professional bodies, contractors, etc.

11.3 **Completion of construction within Completion Time:** The Developer shall complete the construction of the New Buildings within 24 (twenty four) months, with a grace period of 6 (six) months, of signing of the Development Agreement.

11.4 **Completion/Occupancy Certificate:** The Developer shall take steps and obtain at its own costs Completion /Occupancy Certificate within the Completion Date.

11.5 **Compliance with Laws:** The Developer shall execute the Project and make construction of the New Buildings in conformity with the prevailing laws and it shall be the absolute responsibility of the Developer to ensure proper compliance.

11.6 **Involvement of other consultants, etc.:** The Developer shall be responsible for development and construction of the New Buildings and marketing and sale of the Units with the help of the Architects as also all other consultants, professionals, contractors, etc.

11.7 **Specifications:** The Developer shall use building materials as per the specifications mentioned in the Schedule B hereunder written and/or such other specifications as may be mutually agreed.

11.8 **Adherence by Developer:** The Developer has assured the Owners that it shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement

11.9 **Construction at Developer's Risk, Cost and responsibility:** The Developer shall construct and complete the New Buildings at its own cost and risk. The Developer shall be responsible and liable to all the stake holders in the project including the Government Authorities and/or other authorities concerned and also to the occupants/Transferees/third parties for any loss

or for any claim arising from such construction and hereby indemnifies and agrees to keep indemnified the Owners against any claims, losses or damages for any default or failure or breach on the part of the Developer and/or any contractor, entity, body, agency and/or person appointed or designated by the Developer and/or any employees/agents/representatives thereof.

11.10 **Tax Liabilities:** The taxes, levies, duties, etc. in relation to the development and construction of the New Buildings /Project, including sales tax, value added tax, Goods & Services Tax, works contract tax, etc. shall be paid by the Owner. The income tax payable by the Owners in relation to the Owners' Entitlement/Owners' share of Sale Proceeds, shall be payable by the Owners.

11.11 **Approvals for Construction:** The Developer shall obtain all approvals required from various Government authorities to commence, execute and complete the Project. The Owners shall fully assist and co-operate with the Developer in this regard and shall sign all documents and papers that may be required for the same.

11.12 **Stamp Duty and Registration Fee:** The Developer shall pay and bear the amount of Stamp Duty and the registration fee payable in respect of this Development Agreement and the Power of Attorney granted pursuant hereto.

## 12. Obligations of Owner

12.1 **Co-operation with Developer:** The Owner undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.

12.2 **Act in Good Faith:** The Owner undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.

12.3 **Documentation and Information:** The Owner undertake to provide the Developer with any and all documentation and information relating to the Said Property as may be required by the Developer from time to time.

12.4 **No Obstruction in Dealing with Developer's Functions:** The Owner covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.

12.5 **No Obstruction in Construction:** The Owner hereby covenant not to cause any interference or hindrance in the construction of the New Buildings.

12.6 **No Dealing with Said Property:** The Owner hereby covenant not to let out, grant lease, mortgage, charge and/or transfer the Said Property or any portions thereof, without the express consent and confirmation of the Developer.

12.7 **Execution of Sale Agreements, Conveyances etc.:** The Owner hereby covenant that the Owner, at the request of the Developer, shall execute and register Sale Agreements,

Conveyances and any other documents required with regard to transfer of Units in the New Buildings in favour of the Intending Purchasers and the Owner shall not claim and/or raise any demand of any nature whatsoever including monetary demand from the Developer and/or the Intending Purchasers.

12.8 **No Objection to the Developer and/or the Intending Purchasers in Obtaining Loan by Mortgaging the Said Property/Units:** The Owner hereby covenant that (1) the Developer shall be entitled to obtain construction loan from any financial institution by mortgaging the Said Property and/or any part thereof and (2) the Intending Purchasers shall also be entitled to obtain loan from any financial institution by mortgaging their respective Units in the Said Property.

### 13. Miscellaneous

13.1 **Parties Acting under Legal Advice:** Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.

13.2 **Essence of the Contract:** In addition to time, the Owner and the Developer expressly agree that the mutual covenants and promises including promises of payment contained in this Agreement shall be the essence of this contract.

13.3 **Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement.

13.4 **Valid Receipt:** The Owner shall pass valid receipts for all amounts paid under this Agreement.

13.5 **No Partnership:** The Owner and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

13.6 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

13.7 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings and/or the Project by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owner. Further, various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been made herein. The Owner hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.

13.8 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

13.9 **Name of Project:** The name of the Project shall be "*AMR ICON*"

13.10 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, written or oral and express or implied.

13.11 **Headings:** In this Agreement, headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.

#### 14. Defaults

14.1 **No Cancellation:** None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration.

#### 15. Force Majeure

15.1 **Meaning:** Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability of construction material, hike in prices of construction material and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.

15.2 **Saving Due to Force Majeure:** If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall have no liability in respect of the performance of such of its obligations as are prevented by the event/s of force majeure. Neither the Owner nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of force majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by force majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting force majeure.

## 16. Counterparts

- 16.1 **All Originals:** This Agreement is being executed simultaneously in duplicate, each of which shall be deemed to be an original and both of which shall constitute one instrument and agreement between the Parties. The copy retained by the Developer shall be the property of the Developer.

## 17. Severance

- 17.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

- 17.2 **Deletion of Invalid Provision:** If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.

- 17.3 **Reasonable Endeavour for Substitution:** The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

## 18. Reservation of Rights

- 18.1 **Right to Waive:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof.

- 18.2 **Forbearance:** No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.

## 19. Notice

- 19.1 **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or sent by prepaid recorded delivery (registered post with acknowledgement due or through courier service) to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each Party from time to time). The Owner shall address all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written communications to the Director of the Owner.

## 20. Rules of Interpretation

- 20.1 **Presumptions Rebutted:** It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Property under this Agreement.
- 20.2 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.
- 20.3 **Number and Gender:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa. Words denoting any gender include the other genders.
- 20.4 **Party:** In this Agreement, a reference to a Party includes that Party's successors and permitted assigns.
- 20.5 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

## 21. Demise

- 21.1 **No Demise or Assignment:** Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the Said Property or any part thereof to the Developer by the Owner or as creating any right, title or interest therein in favour of the Developer except to develop the Said Property in terms of this Agreement.
- 21.2 **Demise of Owner:** Upon the demise of the Owner herein during the tenure of this Agreement the legal heirs of the Owner shall be bound to enter into a fresh Agreement with the Developer with the same terms and condition as mentioned in this Agreement and shall also be liable to execute power of attorney in favour of the Developer for completing the construction of the New Building and sale Units thereof without any further claim or demand from the Developer. In confirmation of the such binding the legal heir/s of the Owner is signing a separate document/agreement with the Developer stating his willingness to honour the intention of the Owner.

## 22. Corporate Warranties

- 22.1 **By Developer:** The Developer warrants to the Owner that:
- 22.1.1 **Proper Incorporation:** it is properly incorporated under the laws of India.
- 22.1.2 **Necessary Licenses etc.:** it has all necessary rights, licenses, permissions, power and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, is

not in breach of any obligations or duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement.

22.1.3 **Permitted by Incorporation Document:** the Incorporation Document permit the Developer to undertake the activities covered by this Agreement.

## 23. Limitation of Liability

23.1 **No Indirect Loss:** Notwithstanding anything to the contrary herein, neither the Developer nor the Owner shall be liable in any circumstances whatsoever to each other for any indirect or consequential loss suffered or incurred.

## 24. Indemnity

24.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owner saved harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the New Building and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.

24.2 **By the Owner:** The Owner hereby indemnifies and agrees to keep the Developer saved harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by Developer in the course of implementing the Project for any successful claim by any third party for any defect in title of the Said Property or any of the Representations of the Owner being incorrect.

## 25. Common Restrictions

25.1 **Applicable to Both:** The Owner's Allocation and the Developer's Allocation in the New Building shall be subject to the same restrictions as are applicable to multi storied ownership buildings, intended for common benefit of all occupiers of the New Building.

25.2 **Installation of Telecommunication Tower:** The Owner and Developer confirm, declare and mutually agree that neither Party shall install nor permit to be installed any Telecommunication Tower or other Towers on the roof or any other space/area/portion of the New Building.

## 26. Arbitration

26.1 **Disputes and Pre-referral Efforts:** The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavor to consult or negotiate with the other Party in good faith and in

recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.

26.2 **Referral to Arbitration:** If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996.

26.3 **Arbitration Tribunal:** The Parties irrevocably agree that the Arbitration Tribunal shall consist of the following three Arbitrators [each of whom shall be an Advocate holding a current practicing certificate]:

26.3.1 **Appointment by Owner:** 1 (one) Arbitrator to be appointed by the Owner.

26.3.2 **Appointment by Developer:** 1 (one) Arbitrator to be appointed by the Developer.

26.3.3 **Chairman:** The Chairman of the Arbitration Tribunal to be jointly appointed by the other 2 (two) Arbitrators.

26.4 **Conduct of Arbitration Proceeding:** The Parties irrevocably agree that:

26.4.1 **Place:** The place of arbitration shall be Kolkata only.

26.4.2 **Language:** The language of the arbitration shall be English.

26.4.3 **Interim Directions:** The Arbitration Tribunal shall be entitled to give interim awards/directions regarding the Disputes.

26.4.4 **Procedure:** The Arbitration Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said act shall apply to the arbitration proceedings.

26.4.5 **Binding Nature:** The directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties.

## 27. Jurisdiction

27.1 **District Judge, Alipore:** In connection with the aforesaid arbitration proceedings, only the District Judge of the district in which the Said Property is situated shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.



## SCHEDULE 'A'

(Said Property)

Land classified as *Bastu* (Home Street Land), measuring 9.25 (nine point two five) decimal, more or less, equivalent to 5 (five) *cattah* 9 (nine) *chittaks* 27 (twenty seven) *sq. ft.*, more or less, comprised in R.S./L.R. *Dag* No. 195, recorded under L.R. *Khatian* No. 2674, *Mouza* Nayabad, J.L. No. 25, Police Station Kasba, being Scheme Plot No. 24 and 25, Municipal Premises No. 932, Nayabad, Assesse No. 31-109-08-2484-7, Street No. 8, within the limits of Ward No. 109 of the Kolkata Municipal Corporation, Additional District Sub-Registration Sealdah, District South 24 Parganas, delineated in colour **Green** boundary line on the **Plan** annexed hereto and marked as **Annexure**, and butted and bounded as follows:

- On the North** : By 30 ft. wide road (Nayabad) ;  
**On the East** : By Scheme Plot No. 26 (portion of RS *Dag* No. 195) ;  
**On the South** : By Scheme Plot No. 37 and 38 (portion of RS *Dag* No. 195 and 192)  
**On the West** : By Scheme Plot No. 23 (portion of RS *Dag* No. 195)

**Together with** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

The Said Property is tabulated in the Chart below:

<i>Mouza</i>	R.S./L.R. <i>Dag</i> No.	L.R. <i>Khatian</i> No.	Total Area of <i>Dag</i> (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Nayabad	195	2674	19.73	9.25	Rafat Jahan
Total				9.25	

SCHEDULE B

Structure	:	Earthquake resistant RCC framed construction with infill brick walls
Wall	:	Interior: Wall putty / white cement paint
Outside Walls	:	High quality weather proof cement paint
Doors	:	Tough timber frames & solid core flush shutter
Windows	:	Aluminum sliding window with fully glazed shutter.
Floors	:	Bedroom, Living & Dining : Vitrified floor tiles.
Kitchen	:	<ol style="list-style-type: none"> <li>i. Ceramic tiles floor with black stone counter &amp; sink.</li> <li>ii. Dado of ceramic tiles upto 2ft above the counter.</li> </ol>
Toilet & Sanitary Fittings	:	<ol style="list-style-type: none"> <li>i. Ceramic tile floor.</li> <li>ii. Dado of ceramic tiles on the wall up to door height.</li> <li>iii. White sanitary ware of a reputed make.</li> <li>iv. C.P. fitting of a reputed make.</li> </ol>
Stair Case	:	Stones/tiles/marble
Lift	:	Passenger lift of reputed make.
Water Supply	:	24hrs water supply.
Electrical	:	<ol style="list-style-type: none"> <li>i. Piano type switches of anchor or equivalent make.</li> <li>ii. Necessary electrical point with switches in all bedroom, living/dining, kitchen and toilet.</li> <li>iii. Concealed electrical wiring with PVC insulated copper wire of a reputed make.</li> </ol>
Security Amenities	:	CCTV & Intercom

22. Execution and Delivery

22.1 In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.

Rafat Jahan

Rafat Jahan

[Owner]

M Kamal Ashraf

AL-Madina Realty LLP  
represented by its designated partner,  
Mohamad Kamal Ashraf *alias* Md. Kamal Ashraf  
[Developer]

Witnesses:

Krishaanu Chakraborty

(Krishaanu Chakraborty)  
Advocate, Calcutta High Court  
F/8/8/2015

Signature Krishaanu Chakraborty

Name Krishaanu Chakraborty

Father's Name Kamalash Chakraborty

Address 22, K. S. B. Rd.

Kol-16

Signature Mojibur Rahman

Name Md. Mojibur Rahman

Father's Name Abdul Razzaque

Address 3, Royd Lane,

Kol-16









Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19042002544414/2022

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Rafat Jahan 110/H/7B Eliot Road Kolkata, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016	Land Lord		9409 	Rafat Jahan 3/09/22
2	Mohamad Kamal Ashraf Alias Md Kamal Ashraf 3 Royd Lane 3rd Floor, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016	Represent ative of Developer [AL Madina Realty LLP ]		9408 	Mohamad 03/09/2022
SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Swapan Kar Son of R N Kar 96/1, Rajdanga School Road, City:- Not Specified, P.O:- EKTP, P.S:-Kasba, District:-South 24- Parganas, West Bengal, India, PIN:- 700048	Rafat Jahan, Mohamad Kamal Ashraf		9416 	Swapan Kar 3/9/22

(Mohul Mukhopadhyay)

ADDITIONAL REGISTRAR  
OF ASSURANCE  
OFFICE OF THE A.R.A. -  
IV KOLKATA  
Kolkata, West Bengal

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

**GRN Details**

<b>GRN:</b>	192022230112674421	<b>Payment Mode:</b>	Online Payment
<b>GRN Date:</b>	02/09/2022 11:13:44	<b>Bank/Gateway:</b>	State Bank of India
<b>BRN :</b>	CKU6400344	<b>BRN Date:</b>	02/09/2022 11:27:16
<b>Payment Status:</b>	Successful	<b>Payment Ref. No:</b>	2002544414/2/2022

[Query No\*/Query Year]

**Depositor Details**

<b>Depositor's Name:</b>	SAHA AND RAY
<b>Address:</b>	7C KIRAN SHANKAR ROY ROAD
<b>Mobile:</b>	7003400937
<b>Email:</b>	t.mukherjee@saharay.com
<b>Depositor Status:</b>	Solicitor firm
<b>Query No:</b>	2002544414
<b>Applicant's Name:</b>	Mr Saha And Ray
<b>Identification No:</b>	2002544414/2/2022
<b>Remarks:</b>	Sale, Development Agreement or Construction agreement

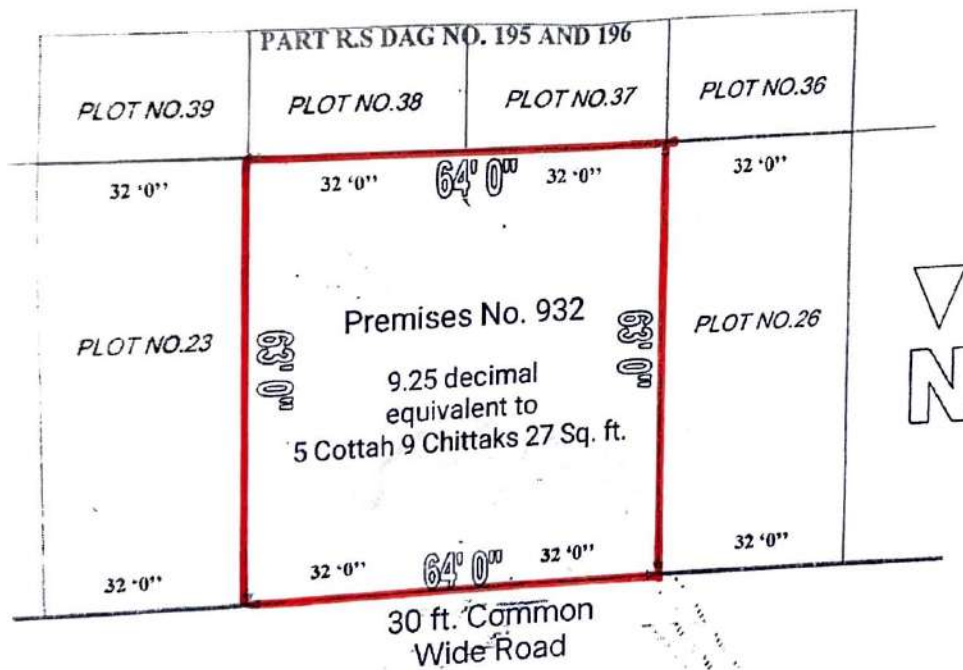
**Payment Details**

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002544414/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	20010
2	2002544414/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
			<b>Total</b>	<b>20031</b>

**IN WORDS: TWENTY THOUSAND THIRTY ONE ONLY.**

THE SITE PLAN of the property measuring more or less 9.25 decimal equivalent to 5 Cottah 9 Chittaks 27 Sq. ft. situated at D.P.K. Housing Complex, Mouza - Nayabad, Pargana - Khaspur, J.L. No. 25, Touzi No. 56, Comprised R.S. / L.R. Dag No. 195, under L.R. Khatian No. 2674, Police Station Kasba, being Scheme Plot No. 24 and 25, Municipal Premises No. 932, Nayabad, Assesse No. 31-109-08-2484-7, Street No. 8, within the limits of Ward No. 109 of the Kolkata Municipal Corporation, Additional District Sub-Registration Sealdah, District South 24 Parganas,, Marked in RED,

UNDER PREMISES NO. 932 (PLOT NO. 24 & 25) : 9.25 DECIMAL EQUIVALENT TO 5 COTTAH 9 CHITTAKS 27 SQ. FT.



Signature of Owner:

Rafiqat Jahore

Drawn by,

Himangshu Chakraborty

Himangshu Chakraborty

Architect

Signature of Developer :

**AL-MADINA REALTY LLP**

Mustafiz  
Designated Partner





Certificate of Registration under section 60 and Rule 69.  
Registered in Book - I  
Volume number 1904-2022, Page from 905255 to 905285  
being No 190414563 for the year 2022.



Digitally signed by MOHUL  
MUKHOPADHYAY  
Date: 2022.09.12 18:30:49 +05:30  
Reason: Digital Signing of Deed.

*Mm*  
(Mohul Mukhopadhyay) 2022/09/12 06:30:49 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
West Bengal.

(This document is digitally signed.)