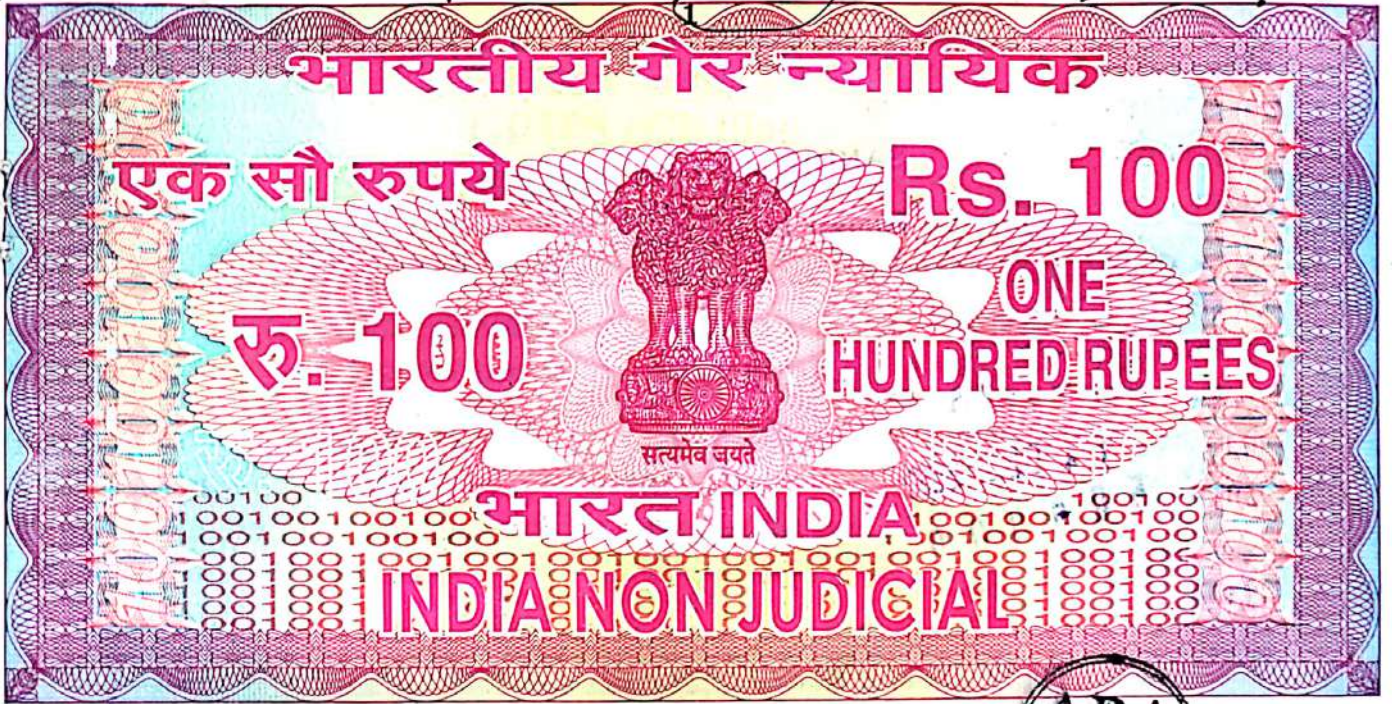


26/24/2023

I-2250/23



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



2/7(2095)/23

11-24
21/02/23

Additional Registrar of Assurances-II
Kolkata

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

Additional Registrar
of Assurances II Kolkata

21 FEB 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into at
Kaikhali, on this 21st day of February, 2023 of
Christian Era.

Pinku Mondal

Page Contd.....

10265
29.12.22



নং -
সন ও তারিখ -
ক্রেতার নাম -
সকিন -
স্ট্যাম্প মূল্য -
ভেভার -

SANDIP MONDAL
Advocate
Barasat Judges Court

বারাসাত কোর্ট, উত্তর ২৪ পরগণা

ভেভার - শ্রী হানান চন্দ্র সাহু

টি.ডি. নং - 14 DEC-2022
তারিখ - 5000000

মোট স্ট্যাম্প মূল্য -
ট্রেজারী অফিস - বাবাসাত



ADDITIONAL REGISTRAR
OF ASSURANCE, KOLKATA
21.12.2023



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



192022230304186518

GRN Details

GRN: 192022230304186518 Payment Mode: SBI Epay
GRN Date: 21/02/2023 01:32:53 Bank/Gateway: SBIEpay Payment Gateway
BRN: 1483470902425 BRN Date: 21/02/2023 01:33:14
Gateway Ref ID: 230526322549 Method: HDFC Retail Bank NB
GRIPS Payment ID: 210220232030418650 Payment Init. Date: 21/02/2023 01:32:53
Payment Status: Successful Payment Ref. No: 2000462095/4/2023
[Query No*/Query Year]

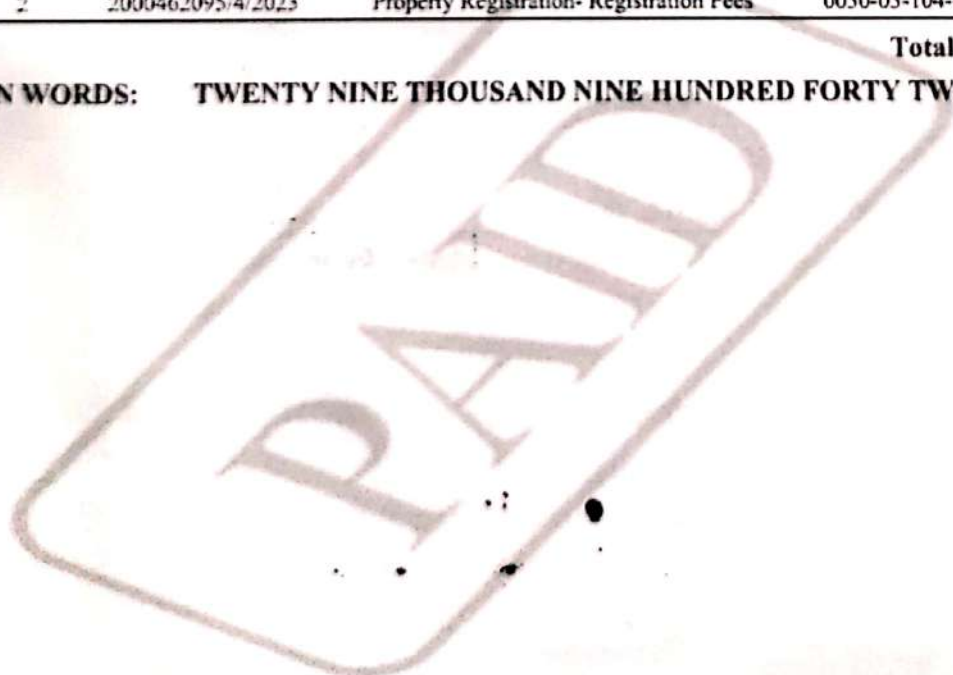
Depositor Details

Depositor's Name: Mr HAMJAL MONDAL
Address: DASHADRONE
Mobile: 8017821883
Period From (dd/mm/yyyy): 21/02/2023
Period To (dd/mm/yyyy): 21/02/2023
Payment Ref ID: 2000462095/4/2023
Dept Ref ID/DRN: 2000462095/4/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000462095/4/2023	Property Registration- Stamp duty	0030-02-103-003-02	19921
2	2000462095/4/2023	Property Registration- Registration Fees	0030-03-104-001-16	10021
			Total	29942

IN WORDS: TWENTY NINE THOUSAND NINE HUNDRED FORTY TWO ONLY.



BY AND BETWEEN

1. **AMIT KUMAR ROY [PAN- AFZPR2409A, Aadhar No. 2926 1696 5611]** son of Ajit Roy, by faith Hindu, by nationality Indian, by occupation Business, residing at **Uttarayan, Kaikhali Madhyapara, 91 Main Road, P.O- Rajarhar Gopalpur, P.S- Airport, Dist.-North 24 Parganas, Kolkata- 700136.**

2. **DILIP DUTTA [PAN NO. AFXPD8923K, Aadhar No. 5696 3086 2356]** son of Biswanath Dutta, by faith Hindu, by nationality Indian, by occupation Business, residing at **Mondal Ganthi, Ramkrishna pally, P.O- Airport, P.S- Baguiati, Dist.-North 24 Parganas, Kolkata- 700052,**

hereinafter jointly called and referred to as the **LANDOWNERS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, successors, legal representatives, administrators, executors, and assigns) of the **ONE PART.**

AND

MQ REALTY [PAN No. ABVFM5991N] a Partnership Firm, having its registered office **Holding Premises No. 384, Ward No. 6, Kaikhali, Sardarpara, Near Agragami Club, P.O. & P.S.- Airport, Kolkata- 700136, Dist. North 24 Parganas** represented by its Partners namely

1. **HAMJAL MONDAL [PAN No. ALTPM2205R, Aadhar No. 5261 0040 1433],** Son of Altap Mondal, by faith -Muslim, by nationality- Indian, by occupation- Business, residing at **Arman Plaza, 3rd Floor, Flat No- 1, Dashadrone, P.O. - Rajarhat Gopalpur, P.S.- Airport, Kolkata-700136 , Dist. North 24 Parganas.**

2. **MINTU MONDAL [PAN- BAPPM4813D, Aadhar No. 3730 8024 2531]** son of late Omar Ali Mondal, by faith - Muslim, by nationality- Indian, by occupation - Business, residing at **Kaikhali, Sardar Para Near Agragami Club, P.O & P.S. Airport, Kolkata-700052, Dist. North 24 Parganas**

3. **SHARFARAJ ALI MONDAL** [PAN - ARIPM5439Q, Aadhar No. 9660 1304 3586] son of Momraj Ali Mondal, by faith- Muslim, by nationality- Indian, by occupation Business, residing at **Patuli School Para, P.O- Abdalpur, P.S- Madhyamgram, Kolkata-700155, Dist.North 24 Parganas.**

hereinafter called and referred to as the **DEVELOPER**(which expression shall unless excluded by or repugnant to the context be deemed to include their heir/ heirs, successor/ successors, administrator/ administrators, legal representative/ representatives, nominees and person/ persons, deriving title under each of them) of the **ANOTHER PART.**

1. Subject Matter of Development Agreement:

Land: Intended to develop of **ALL THAT** a piece and parcel of **Vacant Bastu land** measuring about **11 (Eleven) Cottahs 07 (zero seven) Chittacks 00 (zero zero) Sq. Ft.** more or less or a little bit comprised in the C.S Dag No. 317 corresponding to **R.S and L.R Dag No-357** in the C.S Khatian No. 138 corresponding to R.S Khatian No. 66, corresponding to **L.R Khatian No-2202, 2203 & 2204** lying and situated at **Bimannagar P.O. Airport, Kolkata-700052,** appertaining to **Mouza- Kaikhali, J.L No-05, P.S-Airport** within the **Ward No-06 of the Bidhannagar Municipal Corporation, Dist.-North 24 Parganas,** (hereafter called and referred to as the **Scheduled Property** and morefully and particularly described in the **First Schedule** hereunder).

2. Background regarding title of the said Schedule Property:

- a. **ABSOLUTE PURCHASE BY CHHAYA RANI DAS:-** That by a **registered deed** dated **25/09/1968** registered at the office of **S.R. Cossipur Dum Dum** copied therein in the **Book No. 1, Volume No. 115, pages from 24 to 27, being the Deed No. 7413 for the year 1968** one **Chhaya Rani Das** had **purchased ALL THAT** a piece and parcel of **Danga land** measuring about **06 Cottahs-04 Chittaks-00 Sq. Ft.** more or less comprised in Dag no. 317 under **C.S. Khatian No. 138** at **Mouza- Kaikhali, J.L. No.-05, P.S- Dum Dum Airport, Dist. North 24 Parganas**

(erstwhile 24 Parganas) from one **Kartick Mondal and Manik Mondal**, absolutely free from all encumbrances.

- b. **ANOTHER PURCHASE BY CHHAYA RANI DAS:-** That by a registered deed dated **02/09/1969** registered at the office of **S.R. Cossipur Dum Dum** copied therein in the **Book No. 1, Volume No. 98, pages from 59 to 62, being the Deed No. 6219 for the year 1969** said **Chhaya Rani Das** had purchased ALL THAT a piece and parcel of **Danga land** measuring about **03 Cottahs-02 Chittaks-00 Sq. Ft.** more or less comprised in Dag no. 317 under **C.S.Khatian No. 138** at **Mouza- Kaikhali, J.L. No.-05, P.S- Dum Dum Airport, Dist.-North 24 Parganas (erstwhile 24 Parganas)** from **Kartick Mondal, Manik Mondal and Charan Mondal**, absolutely free from all encumbrances.
- c. **SUBSEQUENT PURCHASE BY CHHAYA RANI DAS:-** That by a registered deed dated **17/05/1972** registered at the office of **S.R. Cossipur Dum Dum** copied therein in the **Book No. 1, Volume No. 51, pages from 90 to 92, being the Deed No. 3032 for the year 1972** said **Chhaya Rani Das** had purchased ALL THAT a piece and parcel of **Danga land** measuring about **01 Cottahs-00 Chittaks-07 Sq. Ft.** more or less comprised in Dag no. 317 under **C.S. Khatian No. 138** at **Mouza- Kaikhali, J.L. No.-05, P.S- Dum Dum Airport, Dist.-North 24 Parganas (erstwhile 24 Parganas)** from said **Manik Mondal**, absolutely free from all encumbrances.
- d. **FURTHER PURCHASE BY CHHAYA RANI DAS:-** That by a registered deed dated **14/03/1973** registered at the office of **S.R. Cossipur Dum Dum** copied therein in the **Book No. 1, Volume No. 36, pages from 180 to 182, being the Deed No. 1956 for the year 1972** said **Chhaya Rani Das** had purchased ALL THAT a piece and parcel of **Danga land** measuring about **01 Cottahs-07 Chittaks-37 Sq. Ft.** more or less comprised in Dag no. 317 under **C.S. Khatian No. 138** at **Mouza- Kaikhali, J.L. No.-05, P.S- Dum Dum Airport, Dist.-North 24 Parganas (erstwhile 24 Parganas)** from said **Manik Mondal**, absolutely free from all encumbrances.

- e. **ABSOLUTE OWNERSHIP OF CHHAYA RANI DAS:-** That by aforesaid purchase said **Chhaya Rani Das** had become the absolute owner of a **Danga land** measuring about **11 Cottahs 13 Chittacks 44 Sq. Ft.** which is equivalent to **20 Decimals** more or less comprised in the C.S Dag no. 317 corresponding to **R.S Dag No-357** in the C.S Khatian No. 138 corresponding to **R.S Khatian No-66** at **Mouza- Kaikhali, J.L No-05, P.S- Airport, Dist.-North 24 Parganas**, absolutely and free from all encumbrances, charges, liens, les pen dens, claims and/or demands whatsoever.
- f. **ABSOLUTE SALE BY CHHAYA RANI DAS :-** That said Chhaya Rani Das by a registered deed of sale on **04/10/1985** registered at the office of **A.D.S.R Bidhannagar, Salt Lake City**, copied therein in the **Book No. 1, Volume No. 135(F)**, pages from **155 to 164**, being the **Deed No. 7161** for the year **1985** had sold, conveyed, transferred, assured and assigned ALL THAT a piece and parcel of **Danga land** measuring about **10 Cottahs 07 Chittaks 00 Sq. Ft.** more or less out of the **11 Cottahs-13 Chittaks-44 Sq. Ft.** comprised in the C.S Dag no. 317 corresponding to **R.S Dag No-357** in the C.S Khatian No. 138 corresponding to **R.S Khatian No-66**, at **Mouza- Kaikhali, J.L No-05, P.S- Airport, Dist.-North 24 Parganas**, unto and in favour of one **Gour Gobinda Saha**, absolutely and free from all encumbrances, charges, liens, les pen dens, claims and/or demands whatsoever.
- g. **MUTATION:-** That subsequent to the aforesaid purchase said **Gour Gobinda Saha** has mutated his name in the **L.R. Khatian No. 248/1** in respect of his aforesaid purchased property in **R.S/L.R Dag No.. 357** at the office of **B.L & L.R .O Rajarhat** and also mutated in **Rajarhat Gopalpur Municipality** being **Holding No. RGM-941**.
- h. That said **Gour Gobinda Saha** by a registered deed of sale executed on **23.07.2012** registered at the office of **A.D.S.R Bidhannagar, Salt Lake City**, copied therein in the **Book No. 1, CD Volume No. 13**, pages from **11495 to 11507**, being the **Deed No. 09573** for the year **2012** had sold, conveyed, transferred, assured and assigned ALL THAT a piece and parcel of **Danga land** measuring about **03 Cottahs-07 Chittaks-30 Sq. Ft.** more or less out of

the 10 Cottahs-07 Chittaks-00 Sq. Ft. alongwith 100 Sq. Ft. Kancha structure thereon comprised in the R.S Dag No-357 in the R.S Khatian No-66 corresponding to L.R. Khatian No. 248/1 at Mouza- Kaikhali, J.L No-05, Holding No. RGM-941, P.S- Airport within the Rajarhat Gopalpur Municipality, Dist.-North 24 Parganas, unto and in favour of DINESH PRASAD absolutely and free from all encumbrances, charges, liens, les pen dens, claims and/or demands whatsoever.

- i. That said Gour Gobinda Saha by a registered deed of sale executed on 23.07.2012 registered at the office of A.D.S.R Bidhannagar, Salt Lake City, copied therein in the Book No. 1, CD Volume No. 13, pages from 11459 to 11471, being the Deed No. 09571 for the year 2012 had sold, conveyed, transferred, assured and assigned ALL THAT a piece and parcel of Danga land measuring about 03 Cottahs-07 Chittaks-30 Sq. Ft. more or less out of the 10 Cottahs-07 Chittaks-00 Sq. Ft. alongwith 100 Sq. Ft. Kancha structure thereon comprised in the R.S Dag No-357 in the R.S Khatian No-66 corresponding to L.R. Khatian No. 248/1 at Mouza- Kaikhali, J.L No-05, Holding No. RGM-941, P.S- Airport within the Rajarhat Gopalpur Municipality, Dist.-North 24 Parganas, unto and in favour of BHOLA SHAW absolutely and free from all encumbrances, charges, liens, lispens, claims and/or demands whatsoever.
- j. That said Gour Gobinda Saha by a registered deed of sale executed on 23.07.2012 registered at the office of A.D.S.R Bidhannagar, Salt Lake City, copied therein in the Book No. 1, CD Volume No. 13, pages from 11508 to 11520, being the Deed No. 09574 for the year 2012 had sold, conveyed, transferred, assured and assigned ALL THAT a piece and parcel of Danga land measuring about 03 Cottahs-07 Chittaks-30 Sq. Ft. more or less out of the 10 Cottahs-07 Chittaks-00 Sq. Ft. alongwith 100 Sq. Ft. Kancha structure thereon comprised in the R.S Dag No-357 in the R.S Khatian No-66 corresponding to L.R. Khatian No. 248/1 at Mouza- Kaikhali, J.L No-05, Holding No. RGM-941, P.S- Airport within the Rajarhat Gopalpur Municipality, Dist.-North 24 Parganas, unto and in favour of SUMIT DEY,

absolutely and free from all encumbrances, charges, liens, lispendens, claims and/or demands whatsoever.

- k. **ANOTHER ABSOLUTE SALE BY CHHAYA RANI DAS:-** That said **Chhaya Rani Das** by a registered deed of sale on 04/10/1985 registered at the office of **A.D.S.R Bidhannagar, Salt Lake City**, copied therein in the **Book No. 1, Volume No. 135(P)**, pages from 145 to 154, being the **Deed No. 7160** for the year 1985 had sold, conveyed, transferred, assured and assigned ALL THAT a piece and parcel of Danga land measuring about **01 Cottahs-00 Chittaks-00 Sq. Ft.** more or less out of the **11 Cottahs-13 Chittaks-44 Sq. Ft.** comprised in the C.S Dag no. 317 corresponding to **R.S Dag No-357** in the C.S Khatian No. 138 corresponding to **R.S Khatian No-66** at **Mouza- Kaikhali, J.L No-05, P.S- Airport, Dist.-North 24 Parganas**, unto and in favour of one **Madan Sardar**, absolutely and free from all encumbrances, charges, liens, lispendens, claims and/or demands whatsoever.
- l. **DEMISE OF MADAN SARDAR:-** That while possessing the aforesaid purchased landed property said **Madan Sardar** died intestate leaving behind him his wife namely **Chabi Sardar** and one son namely **Bablu Sardar** as his only surviving legal heirs as per the Hindu law of Succession and Inheritance.
- m. **ABSOLUTE JOINT OWNERSHIP OF CHABI SARDAR AND BABLU SARDAR:-** That in aforesaid manner and procedure said **Chabi Sardar and Bablu Sardar** jointly became the absolute owner of ALL THAT a piece and parcel of **Danga land** measuring about **01 Cottahs-00 Chittaks-00 Sq. Ft.** comprised in the C.S Dag no. 317 corresponding to **R.S Dag No-357** in the C.S Khatian No. 138 corresponding to **R.S Khatian No-66** at **Mouza- Kaikhali, J.L No-05, P.S- Airport, Dist.-North 24 Parganas**,
- n. **ABSOLUTE SALE BY SAID CHABI SARDAR AND BABLU SARDAR:-** That said **Chabi Sardar and Bablu Sardar** by a registered deed of sale executed on 09/12/2010 and registered at the office of **A.D.S.R Bidhannagar, Salt Lake City**, copied therein in the **Book No. 1, CD Volume No. 19**, pages from 3907 to 3919, being the **Deed No. 12099** for the year 2010 have sold, conveyed,

transferred, assured and assigned ALL THAT a piece and parcel of land measuring about **01 Cottahs-00 Chittaks-00 Sq. Ft.** comprised in the C.S Dag no. 317 corresponding to **R.S Dag No-357** in the C.S Khatian No. 138 corresponding to **R.S Khatian No-66** at **Mouza- Kaikhali, J.L No-05, P.S- Airport, Dist.-North 24 Parganas**, unto and in favour of one **Pradip Hazra**, absolutely and free from all encumbrances, charges, liens, lispens, claims and/or demands whatsoever.

- o. ABSOLUTE SALE BY SAID PRADIP HAZRA:-** That said **Pradip Hazra** by a registered deed of sale executed on **23/07.2012** and registered at the office of **A.D.S.R Bidhannagar, Salt Lake City**, copied therein in the **Book No. 1, CD Volume No. 13, pages from 11445 to 11458, being the Deed No. 09570 for the year 2012** has sold, conveyed, transferred, assured and assigned ALL THAT a piece and parcel of land measuring about **01 Cottahs-00 Chittaks-00 Sq. Ft.** more or less . comprised in the C.S Dag no. 317 corresponding to **R.S Dag No-357** in the C.S Khatian No. 138 corresponding to **R.S Khatian No-66** at **Mouza-Kaikhali, J.L No-05, P.S- Airport, Dist.-North 24 Parganas** unto and in favour of **DINESH PRASAD, BHOLA SHAW and SUMIT DEY**, absolutely and free from all encumbrances, charges, liens, lispens, claims and/or demands whatsoever.
- p. MUTATION:-** Said **Dinesh Prasad, Bhola Shaw and Sumit Dey** have mutated their respective names in **L.R Khatian No. 2202, 2203 and 2204** respectively in respect of the aforesaid purchased property in **R.S/L.R Dag No. 357** at the office of the B.L & L.R.O.
- q. ABSOLUTE SALE BY SAID DINESH PRASAD, BHOLA SHAW and SUMIT DEY -:** That said **Dinesh Prasad, Bhola Shaw and Sumit Dey** by a registered Deed of sale executed on **31/01/2023** and registered at the office of **A.D.S.R Bidhannagar, Salt Lake City**, copied therein in the **Book No. 1, Volume No. 1504-2023, pages from 8700 to 8733, being the Deed No. 1504-00211 for the year 2023** have sold, conveyed, transferred, assured and assigned ALL THAT a piece and parcel of land measuring about **11 Cottahs-07 Chittaks-00 Sq. Ft.** more or less . comprised in the C.S Dag no. 317 corresponding to **R.S Dag**

No-357 in the C.S Khatian No. 138 corresponding to R.S Khatian No-66 corresponding to **L.R. Khatian Nos. 2202, 2203 and 2204** at **Mouza- Kaikhali, J.L No-05, P.S- Airport, Dist.-North 24 Parganas** unto and in favour of **AMIT KUMAR ROY and DILIP DUTTA [landowners herein]**, absolutely and free from all encumbrances, charges, liens, lispdens, claims and/or demands whatsoever.

- r. ABSOLUTE PRESENT JOINT OWNERSHIP OF SAID AMIT KUMAR DEY AND DILIP DUTTA[LANDOWNERS HEREIN] :-** That in aforesaid manner said **Amit Kumar Roy and Dilip Dutta** jointly became the absolute owner of ALL THAT a piece and parcel of **Danga land** measuring about **11 Cottahs-07 Chittaks-00 Sq. Ft.** comprised in the C.S Dag no. 317 corresponding to **R.S and L.R. Dag No-357** in the C.S Khatian No. 138 corresponding to R.S Khatian No-66 corresponding to **L.R. Khatian Nos. 2202, 2203 and 2204** at **Mouza- Kaikhali, J.L No-05, P.S- Airport, Dist.-North 24 Parganas**.

3. Desire of Development of the Schedule Property and Acceptance:

Landowners herein decided to develop the Schedule Property by constructing a multi storied building, but due to lack of time and knowledge about construction it becomes impossible to fulfill their decision. Therefore, the Landowners made an proposal to the Developer that if Developer builds a multi-storied building on the Schedule Property at its own cost and allocate them **42%(Forty two)** from the constructed area of the multi-storied building then Landowners would enter into a Development Agreement with the Developer. Developer herein after going through all the papers, documents accept the proposal of the Landowners and agreed to develop the Schedule property by constructing a multi-storied building as permissible by the competent authority which consist with several flats, shops, car parking spaces and other facilities.

NOW THIS AGREEMENT WITNESSES THAT in pursuance of this agreement the Parties hereto agreed for development and construction of a **proposed multi-**

stated on the said Schedule Property and it is hereby agreed to and declared by and between the Parties hereto as follows.

ARTICLE-1
DEFINITION

Under the context of subject otherwise requires words or expression contained in this agreement shall have the following

1.1. LANDOWNERS shall mean **1. AMIT KUMAR ROY [PAN NO. AFZPR3409A] [AADHAR NO. 2926 1696 5611]** son of Ajit Roy, by faith Hindu, by nationality Indian, by occupation Business, residing at Uttarayan, Kaikhali Madhyapara, 91 Main Road, P.O- Rajarhat Gopalpur, P.S- Airport, Dist.-North 24 Parganas, Kolkata-700136 and **2. DILIP DUTTA [PAN NO. AFXPDSSEK] [AADHAR NO. 5696 3086 2256]** son of Birwanath Dutta, by faith Hindu, by nationality Indian, by occupation Business, residing at Mondal Ganthi, Ramkrishna pally, P.O- Airport, P.S- Bagulati, Dist.-North 24 Parganas, Kolkata-700052 including his heirs, heirs, legal representatives, executor, administrator and assigns.

1.2. DEVELOPER shall mean **MQ REALTY [PAN No. ABVTM5991N]** a Partnership Firm, having its registered office Holding Premises No. 264, Ward No. 6, Kaikhali, Sardarpara, Near Agrugami Club, P.O. & P.S.- Airport, Kolkata-700136, Dist. North 24 Parganas, represented by its Partners namely **1. HAMJAL MONDAL [PAN No. ALTPM220ER, Aadhar No. 5261 0040 1431]**, Son of Altap Mondal, by faith -Muslim, by nationality- Indian, by occupation- Business, residing at Arman Plaza, 2nd Floor, Flat No- 1, Dashadrone, P.O. - Rajarhat Gopalpur, P.S.- Airport, Kolkata-700136 , Dist. North 24 Parganas **2. MINTU MONDAL [PAN- BAPFM4813D, Aadhar No. 3730 8024 2531]** son of late Omar Ali Mondal, by faith - Muslim, by nationality- Indian, by occupation - Business, residing at Kaikhali, Sardar Para Near Agrugami Club, P.O & P.S. Airport, Kolkata-700052, Dist. North 24 Parganas and **3. SHARFARAJ ALI MONDAL [PAN - ARIPM5439Q, Aadhar No. 9660 1304 3586]** son of Momraj Ali Mondal, by faith- Muslim, by nationality- Indian, by occupation Business, residing at Patuli School Para, P.O- Abdalpur, P.S- Madhyamgram, Kolkata-700155, Dist. North

24 Parganas including their heir/ heirs, successor/ successors, administrator/ administrators, legal representative/ representatives, nominees and person/ persons, deriving title under each of them.

13. **SCHEDULE PROPERTY** shall mean and include all that **ALL THAT** a piece and parcel of **Vacant Bastu land** measuring about **11 (Eleven) Cottahs 07 (zero seven) Chittacks 00 (zero zero) Sq. Ft.** more or less or a little bit comprised in the C.S Dag No. 317 corresponding to **R.S and L.R Dag No-357** in the C.S Khatian No. 138 corresponding to R.S Khatian No. 66, corresponding to **L.R Khatian No-2202, 2203 & 2204** lying and situated at **Bimannagar P.O. & P.S Airport, Kolkata-700052**, appertaining to **Mouza- Kaikhali, J.L No-05, P.S-Airport** within the **Ward No-06 of the Bidhannagar Municipal Corporation, Dist.-North 24 Parganas**, morefully and particularly mentioned in **First Schedule** hereunder;
14. **BUILDING** shall mean and include the new proposed **multi-storied building to be constructed** consist with ownership several residential flats shops, car parking spaces and other facilities on the said Schedule Property thereof according to the building plan which will sanctioned by the competent authority.
15. **COMMON PARTS** shall mean and included the entrance corridor, lobbies, landings, staircase, lift, passages of the building ways and all the open space including other common area, spaces etc. of the building as may require for the beneficial use and enjoyment of the premises.
16. **FLOOR AREA RATIO** shall mean the maximum floor area ratio available for construction on the schedule property according to the prevalent rules and regulations, laws and bylaws of the Municipality and/or other statutory authorities.
17. **SALEABLE SPACE** shall mean space in the building forming part of Landowners' and Developer's allocation available for independent use and occupation after making the due provisions for common facilities and the space required thereof.
18. **COVERED AREA** shall mean and include the built-up area measured at floor level of any unit taking the external dimension of the unit including the built-up

area of Balconies/ Verandahs save and excepting the walls separating one unit from other of which 50% only to be added.

- 1.9. **SUPER BUILT UP AREA** shall mean and include the covered area of the flat/unit with the proportionate share of lift, staircase, lobby, landing and meter space of the said building to be measured on covered area plus 25% super built up area.
- 1.10. **UNDIVIDED INTEREST** shall mean the undivided, proportionate, indivisible and impartible share in the Land comprised in the Common Areas of the Project and the land underneath the Building.
- 1.11. **ROOF** shall mean and include entire open space of the roof and /or top of the building excluding the space required for the installation of lift, overhead water tank, staircase cover, etc.
- 1.12. **ARCHITECT** shall mean experienced, reputed and qualified person/ persons or firm/ firms having proper requisite and valid license as building architect to be appointed and/or nominated by the developer as the architect/architects to the building on the said premises.
- 1.13. **LANDOWNERS' ALLOCATION** shall mean the consideration against the project by the Landowners, morefully described in **Second Schedule** hereunder written.
- 1.14. **DEVELOPER'S ALLOCATION** shall mean all the remaining area of the proposed multi storied **building** excluding Owner's allocation including proportionate share of common facilities, common parts and common amenities of the building which is morefully described in **Third Schedule**.
- 1.15. **TRANSFEEEE/ PURCHASER** shall mean the person, firm, limited company, association of persons to whom any space in proposed building has been transferred.
- 1.16. **WORD IMPARTING** shall mean singular shall include plural vice-versa.
- 1.17. **WORDS** shall mean masculine gender shall include feminine and neuter genders, likewise words imparting feminine genders shall include masculine and neuter

Page Contd.....

genders and similarly words imparting neuter gender shall include masculine and feminine genders.

ARTICLE-2

COMMENCEMENTS

- 2.1. This agreement shall be deemed to have commenced on and with effect from the execution of these presents.
- 2.2. Construction of the building in accordance with the sanctioned plan shall be completed within **24 (Twenty Four) months from the date of execution of this agreement**. It is also agreed that in case the construction work of the building is delayed due to any act of God or anything beyond the control of the developer the time of completion of the construction work will be extended another **6(six) months** and specifically mentioned that if the developer fails to handed over the owners allocation within mentioned time in that event developer shall pay penalty Rs,1000/- per day to the land owners.

If construction work is stopped due to a territorial or ownership dispute, the shutdown period will be deducted from the above-mentioned time period.

ARTICLE -3

LANDOWNERS' REPRESENTATION, TITLE AND INDEMNITY

The Landowner have confirmed to the Developer regarding the following.

- 3.1. The Landowner is seized and possessed of or otherwise sufficiently entitled as absolute joint owner in respect of the schedule property more fully described in the First Schedule hereunder written.

Page Contd.....

- 3.2. The schedule property is not affected by any scheme or proceeding, Thika, notice, acquisition, requisition, alignment by the Central or State Government or local bodies or Municipal authorities.
- 3.3. The Landowners has not deposited title deed in respect of the schedule property with any person or party with an intention to create equitable mortgage or as security for performance of any act or payment of any money.
- 3.4. There is no impediment of any nature in the development of the schedule property in the manner as herein agreed and/ or the construction of the said building as per the sanctioned plan.
- 3.5. The Landowners after the execution of the agreement and during pendency of the same, shall not in any manner encumber, mortgage, sale, transfer, let out, demise or otherwise deal with or dispose of the schedule property or any part or portion hereof excepting in the manner as expressly provided in this agreement.
- 3.6. The Landowners shall give license and permissions to the developer to enter into the said land/ premises and other authority to commence, carry on and complete development thereof (including drainage, sewerage, water pipes and electric cables) in accordance with the said sanctioned building plan.
- 3.7. The Landowners shall at the request of the Developer sign and execute from time to time any amended plan that may be required and other applications for construction of any authorities provided that all costs and charges and expenses incurred in this connection shall be borne and paid by the Developer.
- 3.8. That all original documents relating to the Schedule property shall always remain with the Developer and the Developer after fulfillment purpose of the said original documents shall hand over to the Association of the building which will set up after transfer all saleable area of the proposed new Building.

ARTICLE -4
DEVELOPMENT WORK

- 4.1. The Landowners hereby appoint the Second party as the developer and/ or the builder in respect of the said Schedule Property.
- 4.2. The Developer hereby accept the appointment as the developer and/ or builder in respect of the schedule property and further agrees to undertake the work of development and/ or construction of the said new building in the manner and on the terms and conditions herein recorded.

ARTICLE- 5
DEVELOPER'S OBLIGATION AND COVENANTS

- 5.1. The Developer shall apply for and obtaining necessary Building Plan, Revised plan (if required), duly approved by the competent authority and all necessary modifications and/ or rectification of the sanctioned plan as may from time to time be required for the development of the schedule property.
- 5.2. The Developer at its own cost testing the soil and after that started development work, if it is found in the soil test report that the piling is necessary then the developer shall bear the entire cost.
- 5.3. The costs, charges and expenses as may be required to be paid and/ or incurred for and on account of development/ construction of the said building shall be borne to the Developer solely.
- 5.4. The Developer herein shall carry out the development/ construction work of the said building by providing ISI standard quality of materials as specified in the schedule hereunder written.
- 5.5. The Development of the schedule property and/or the construction of the said building shall be made complete in perfectly good and habitable condition

Page Contd.....

including electrical fittings, wiring etc. water pumps, sewerage and drainage connection and underground water tanks.

- 5.6. The Developer shall be entitled to deliver possession of the Developer's allocation to any of its transferee after handing over the Landowners' Allocation.
- 5.7. The Developer shall install mother meter/Transformer and Power back up system at his own cost and such amount later on all occupiers shall bear proportionally and land owners shall not bear any proportionate transformer cost if they shall hold or transfer their allocated share or any of its part to any blood relation in that case they shall only bear meter cost of each flat but in case the Land Owner sale their allocated share to any third party then the proportionate transformer share along with meter cost shall paid by them.
- 5.8. That the Developer shall issue a possession letter in favour of the Land Owner describing the allocated shares of Land Owner at the time of hand over the Land Owners' allocated shares.
- 5.9. The Developer shall be at the liberty to enter into agreements for sale, execute the conveyances or allot the flats in the building in respect of Developer's Allocation **(morefully and particularly mentioned in the Third Schedule hereinafter)** to be constructed on the said land to any party or parties on such price and on such terms that may be imposed by and authorities. All such allotments shall be made by the developer at their own risks without taking any further confirmation of the Landowners and Developer shall be individually liable and responsible to the intending purchaser/ allottees / transferees of the Developer's allocation in connection with all dealing between them and such purchasers or allottees forwhich actions the Landowners shall bear no liability.

ARTICLE-6**LANDOWNERS' OBLIGATIONS AND COVENANTS**

- 6.1. The Landowners shall render her best co-operation and assistance to the developer in the matter of development of the property and/ or construction of the said building.
- 6.2. The Landowners at the time of execution of this present shall hand over of all the original documents regarding schedule property such as Deed of Conveyance, linkage/ chain deed, along photocopies of all necessary documents to the Developer against valid receipt. And after completion of proposed building the developer shall handed over the same to the association of the proposed building.
- 6.3. The Landowners shall not to do or cause any disturbance and/ or interference in the development of the schedule property and/ or the construction of the said building subject however that such construction proceeds strictly according to the sanctioned plan.
- 6.4. The Landowners shall sign and execute all necessary papers, applications, revised plan (if any), sketches, maps, designs and other documents as may time to time be required for mutation, obtaining sanction from competent authorities and/ or obtaining of necessary sanctions, permissions, approvals, No Objection Certificate from the appropriate government authorities and/ or departments with regard to the proposed construction of the new building of the said premises and for obtaining water connection, sewerage connections, electric connections and all other facilities as may be necessary for the beneficial use and occupation of the said building and/ or premises thereat upon the prior satisfaction of the Landowners as the legality, feasibility and/ or bona fide requirements of signing the same. The Landowners shall get photocopy of all applications as mentioned hereinabove and the developer also bear all taxes and mutation cost of the property at their own cost and expenses.
- 6.5. The Landowners shall as from time to time be necessary sign, execute and deliver all application paper, documents and declarations to enable the developer to apply for and obtain electricity, sewerage, drainage and water connection and

other essential and public utility services in/ or upon the part of the property and/ or the building.

6.6. The Landowners shall deliver peaceful and vacant possession of the schedule property to the Developer So that Developer shall start construction work without any annoyances as per sanction building plan

6.7. The Landowners after execution of these presents/ agreement herein shall grant/ **Power of Attorney** in favour of the Developer for running the construction work smoothly and also dispose of Developer's allocation part as mentioned in the Third Schedule of these Presents. .

6.8. In consideration of the developer having agreed to undertake construction of the said new building and having agreed to incur all costs charges and expenses in respect thereof, the developer shall be entitled to retain for itself all that the Developer Allocation mentioned above.

6.9. In case, the Developer is unable to fulfill its obligation within the specific period due to circumstances beyond his control like force majeure or act of God reason of, then in such event the time for performance of its obligation under this agreement may be extended accordingly till such force majeure period.

6.10. The Landowners herein doth hereby expressly allow grant and authorize and shall always grant and authorize the developer herein exclusively unfettered right, power and authority to sell, convey and/ or transfer by dispose of the flat/units/spaces of the said building in the said land as also in the common areas and facilities thereto forming the developer's allocation defined herein to enter into agreement or agreements for sale intending purchaser/ purchasers at such prices and such terms and conditions as the developer may deem fit and proper to accept earnest money and subsequently to sell, transfer, convey, assign and assure and /or dispose of the said developer's allocation or any part thereof by executing and registering one or more conveyance or conveyances in favour of the intending purchaser or purchasers and for consideration as may be fixed or decided by the developer at its sole executive discretion without any interference or intervention of the Landowners and/or any one claiming through the

Page Contd.....

Landowners, herein above provided.

- 6.11. The Developer also expressly undertakes, agrees, declare and covenants that the Landowners shall have exclusive unfettered right, title, interest, power and authority whatsoever and howsoever in respect of the property comprised in the Landowners' Allocation and neither the developer, nor anyone claiming through or under him nor any of the intending purchaser/ transferees in respect of the flats comprised in the Developer's Allocation shall ever interfere, obstruct, impede, affect or disturb such unfettered right of the Landowners upon the Landowners' Allocation.

ARTICLE- 7

CONSTRUCTION

- 7.1. The developer herein shall be entitled to employ such experienced masons, mistries, engineers, contractors, and other employee for carrying out the said development work of the building as the developer may decide.
- 7.2. The developer herein shall be liberty to retain and appoint such architect, engineers and contractors and the same at such remuneration and terms as the developer shall think fit and proper.

ARTICLE- 8

RATES, TAXES AND MAINTENANCE

- 8.1. It is agreed between both party that the Developer shall bear to pay the Municipal corporation taxes and other rates and out goings whatsoever concerning or relating to the schedule property from the date of execution of this agreement upto the date of completion of the said new building and/ or handing over of possession of the Landowners' Allocation to and unto the Landowners in terms of these presents.
- 8.2. The Landowners shall not pay all arrear, Municipal/ corporation taxes, B.L.& L.R.O. arrear along with interest and penalty due and payable in respect of the premises which have to be deposited for the purpose of mutation and the Developer shall also pay all costs and expenses for obtaining mutation of the Landowners' name in the records of the Municipality and concern B.L.& L.R.O.

- 8.3. The Landowners herein shall be responsible for payment of Municipal/ corporation taxes and other rates and outgoings whatsoever concerning or relating to the Landowners' Allocation on and from the delivery or possession of Landowners' Allocation interms of these presents.
- 8.4. On and from the date of completion of the construction as also Landowners having received part of the Landowners' Allocation in all respect as per this agreement, the Landowners, the Developer and their respective transferees/ intending purchasers jointly herein shall look after, manage and administer the day to day maintenance of the building and also common parts, amenities and facilities of the building by forming a society amongst the flat Landowners or otherwise as may be agreed by and between the said persons.

ARTICLE- 9
COMMON RESTRICTIONS

- 9.1. The Landowners/Developer and/ or their respective transferees/ intending purchasers shall not demolish or permit demolition of any wall or other structures respectively in the Landowners' Allocation and in the developer's allocation or any portion thereof or make any structural alterations therein without the previous consent of the architect of the building and of the municipality/ corporation.
- 9.2. The Landowners / Developer / or their respective transferees/ intending purchasers shall keep the interior, walls, sewerage, drainage, pipes and other fitting and fixtures of the floors and ceiling etc. respectively in Landowners' Allocation and developer's allocation in the building in good, working and proper condition and in particular as not to cause any damage the building or any space or accommodation herein.
- 9.3. No goods or other items shall be kept by the Landowners or the developer or their respective transferees for display or otherwise in the corridors or other places of common use in the new building and no hindrance or obstruction shall be caused in any manner for the free movement in the corridor or other places of common use.
- 9.4. The Landowners/ Developer and/ or their respective transferees/ intending

- purchasers shall not do any act, deed or thing or obstruct the construction and completion of the said building in any manner whatsoever or howsoever.
- 9.5. The Landowners/ Developer and/ or their respective transferees/ intending purchasers shall not throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and/ or compound or any portion of the building.
- 9.6. The Landowners/ Developer and/ or their respective transferees/ intending purchasers shall not store or bring and allow be storing and bringing in the said premises.
- 9.7. The Landowners/ Developer and/ or their respective transferees/ intending purchasers shall not hang from or attach to the beams or rafters any articles any machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- 9.8. The Landowners/ Developer and/ or their respective transferees/ intending purchasers shall not do or cause anything to be done in or around the said flat which may cause or tend to cause or effect any damage to any flooring or ceiling of their respective flat/ flats or those adjacent thereto or to do the said premises or in any manner interfere with the use and rights and enjoyment thereof or any open passage or amenities available for common use.
- 9.9. The Landowners/ Developer and/ or their respective transferees/ intending purchasers shall not damage or demolish the said premises or any part thereof or the fitting and fixtures affixed thereto.
- 9.10. The Landowners/ Developer and/ or their respective transferees/ intending purchasers shall not close or permit the closing of verandahs or balconies or lobbies and common parts and also not alter or permit any alteration in the elevation and outside colour scheme or the exposed walls of the verandah or any external walls or the fences of external doors and windows including grills of the said premises which differs from the colour scheme of the building or is in deviation therefrom or which in the opinion of the developer may affect the elevation in respect of the exterior walls of the said building.

- 9.11. The Landowners/ Developer and/ or their respective transferees/ intending purchasers shall not install grills, the designs of which have not suggested or approved by the architect of the new building.
- 9.12. The Landowners/ Developer and/ or their respective transferees/ intending purchasers shall not do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said unit or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- 9.13. The Landowners/ Developer and/ or their respective transferees/ intending purchasers shall not make in the said premises any structural addition and/ or alteration such beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval of the Municipality/ Corporation.
- 9.14. The Landowners/ Developer and/ or their respective transferees/ intending purchasers shall not fix or install any antenna on the roof or terrace of the said building excepting that the Landowners/ Developer and other intending purchasers shall be entitled to avail of the cable connection facilities in the same premises at their cost.
- 9.15. To abide by such building rules and regulations as may be made applicable by the Landowner and developer jointly before the formation of the Flat Owners' Association, if any and after the Flat owners' Association is incorporated to comply with and/ or adhere to the building rules and regulations of such Flat Owner's Association.

ARTICLE-10
FORCE MAJEURE

- 10.1. "Force Majeure Events" shall include the following:
- i. Act of war, hostilities (whether war be declared or not), invasion, act of foreign enemies, armed conflict blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage whether inside or directly involving India or outside and/or not directly involving India.

- ii. Rebellion, terrorism, revolution, insurrection, military or usurped power or civil war.
- iii. Riot, commotions or other civil disorders.
- iv. Any act, restraint or regulation of any Governmental Instrumentality including any local, State, or central government of India or any department, instrumentality or agency thereof including:
- v. Any act, regulation or restraint constituting a change in law.
- vi. Any failure by a competent authority to grant or renew any license, permit or clearance within reasonable time (other than for cause) after application having been duly made; or
- vii. the imposition of any material condition on the issuance or renewal or continuance of any approval from a competent authority.
- viii. Any local issues which may hamper the implementation of the Project.
- ix. Flood, cyclone, lightning, earthquake, drought, storm or any other effect of natural elements.
- x. Epidemic, famine or plague.
- xi. Radioactive contamination or ionizing radiation.
- xii. Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof.
- xiii. Strike, lockout or other labour difficulties; or
- xiv. Legal proceedings or any other order, rule or notification issued by competent authorities effecting the development of the Project.

ARTICLE-11 ARBITRATION

11.1. The Landowners and the Developer shall make all assurances to settle amicably

all dispute and differences which may arise out of or in connection with or within the field of this agreement.

- 11.2. If amicable settlement is not reached then any dispute or difference arising out of or in connection with or within the field of this agreement, then it shall be referred to Arbitration in accordance with the new Arbitration and Conciliation Act, 1996.

ARTICLE—12
DOCUMENTATION

- 12.1. All agreements, contracts, deeds, documents for sale and disposal of the Landowners' Allocation by the Landowners' and Developer's allocation by the developer shall be identical containing the same terms and conditions as may be mutually approved by the party on the basis of this agreement.

ARTICLE-13
GENERAL CONDITIONS

- 13.1. All appendices and/ or annexure mentioned in this agreement are integral parts of this agreement.
- 13.2. All amendments and agenda to this agreement are valid only if made in writing and signed by both the party.
- 13.3. All communications in writing or whatsoever nature under this agreement Landowners and the developer shall be, made in English language or between the persons nominated in writing by the party hereto for such purpose.
- 13.4. That the respective heirs, successors, executors, administrators, legal representatives and assigns as applicable as mentioned herein of the party

Page Contd.....

hereto shall always be deemed to have been included in the term Landowners and developer and this agreement shall always be binding on them.

FIRST SCHEDULE
(Description of the Schedule Property)

ALL THAT piece and parcel of **Vacant Bastu land** measuring about **11 (Eleven) Cottahs 07 (zero seven) Chittacks 00 (zero) Sq. Ft.** more or less or a little bit under 3(Three) L.R. Khatian numbers as under

R.S. and L.R. No.	Dag	L.R. Khatian No.	Nature of land	Area of land Cottahs- Chittacks- Sq.ft
357		2202	Bastu	03-13-00
357		2203	Bastu	03-13-00
357		2204	Bastu	03-13-00
				Total Area 11 Cottahs 7 Chittacks 00 sq.ft.

Which are lying and situated at **Bimannagar, P.O. Airport, Kolkata-700052** appertaining to **Mouza- Kaikhali, J.L No-05, P.S-Airport, A.D.S.R. Bidhannagar, Salt Lake City** within the **Ward No-06** of the **Bidhannagar Municipal Corporation, Dist.-North 24 Parganas, AND TOGETHER WITH** its' all-easement rights which is butted and bounded by:-

ON The North-: R.S/L.R Dag No. 252,

ON The South-: R.S/L.R Dag No. 356,

ON The East -: R.S/L.R Dag No. 253 & **12 Feet wide Municipal Road,**

ON The West -: R.S/L.R Dag No. 358 & 360 & 5'06" Common Passage

The "**Said Property**" is delineated in the **Map in Red** Border and the same is attached herewith and be treated as the part and parcel of this Development Agreement.

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SECOND SCHEDULE
(Landowner's Allocation)

The Landowners hereto in consideration for allowing the Developer to develop the Schedule Property as stated in the First Schedule herein above by raising the construction of proposed multi storied building over and above the same will be entitled to have the allocation in the manner as under.

Landowners shall get 42% [Forty two percent] of the constructed area of proposed multi-storied Building TOGETHER WITH undivided right over and in respect of the roof of the said building and other open spaces on the ground floor together with the undivided share in the common parts and portions and also the undivided proportion share in the land as described in First Schedule hereinabove.

The demarcation and or position of Landowners' Allocation shall be **settled amicably after completion of Super structure of the proposed multi-storied building** and such settlement shall be categorically record by a **Registered Supplementary Development Agreement.**

CONDITIONALLY - IN ADDITION TO THAT the Landowner will be entitled to get total amount of **Rs 20,00,000/- (Rupees Twenty lakh)** only as **INTEREST FREE REFUNDABLE SECURITY DEPOSIT** and the Developer will pay the stated total consideration in favour of the Landowner herein in manner:

Rs. 10,00,000/- (Rupees Ten lakh) only at the time of execution of this Presents.

Rs. 10,00,000/- (Rupees Ten lakh) only at the time of obtain sanction building plan from competent Authority subject to construct proposed multi storied building on the Schedule Property.

The aforesaid refundable interest free security deposit shall refund by the landowners at the time of receiving vacant and peaceful possession of the landowners' allocation of the proposed multistoried building.

THIRD SCHEDULE
(Developer's Allocation)

ALL THAT remaining portion i.e., **58% (Fifty eight percent)** of the total constructed area in the proposed **multi-storied Building (excluding Landowners' allocation)** including the proportionate share of common facilities common parts and common amenities of the building and the said Schedule Property absolutely shall be the property of the Developer after providing the Landowners' allocation as aforesaid and together with the absolute right of the part of the developer to enter into agreement for sale with intending purchaser/ purchasers, teamsters, by and mode of Transfer of Property Act and/or lease, let out, or in any manner.

FOURTH SCHEDULE
(Specification)

BUILDING	Foundation with recommended number of concrete Piles and capping, building to be designed with RCC frame structure, tests or individual column foundation as per structural design approved by the competent authority and the construction will be earthquake resistance. It will include Primer walls, Gates, Parking floors, facility area also.
WALLS	Brick masonry for the outer wall will be 8 inch thick, partition wall will be 5 inch thick with a minimum height as per sanctioned plan. All walls will be of cement plaster
BUILDING MATERIALS DETAILS	CEMENT: Ultratech/Ambuja/Lafarge/Ramco/Konark

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(Developer's Allocation)

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(Specification)

BUILDING	Foundation with recommended number of concrete Piles and capping, building to be designed with RCC frame structure, tests or individual column foundation as per structural design approved by the competent authority and the construction will be earthquake resistance. It will include Primer walls, Gates, Parking floors, facility area also.
WALLS	Brick masonry for the outer wall will be 8 inch thick, partition wall will be 5 inch thick with a minimum height as per sanctioned plan. All walls will be of cement plaster
BUILDING MATERIALS DETAILS	CEMENT: Ultratech/Ambuja/Lafarge/Ramco/Konark

	<p>STEEL: ISI marked SRMB/CAPTAIN/GAGAN/PRESTIGE TMT bars.</p> <p>BRICK: Traditional Brick.</p>
WINDOW	Aluminum sliding windows with 4mm one way vision glass and guarded with integrated grill shall be fixed as per building design.
DOORS	Door frames will be made of "Sal Wood". All doors panels will be of water proof flug door type (pine wood) finished with Good quality Laminate on Front Sides. Main door will have Godrej lock
FLOORING	Flooring will be made with Vitrified tiles(2x2) ft size, Skirting will be of 4 inch height, Window bases, Balcony railing bases will be molded with white marble.
KITCHEN	Cooking Platform will be of Galaxy granite 20 inch wide along two walls Glaze tiles (2x1) ft size, 3ft height above the Platform and wall will be provided to protect the oil spots. Stainless steel sink 22 inch with aquaguard point above it with drain board. Bib cock of ESSCO make and one sink cock will be provided. One stand basin will be provided in dining room. Kitchen counter will be provided with underlying shelves including a provision of keeping two gas cylinders.
TOILET	Bath rooms will be provided with western style wall hanging commodes and flush valves, the walls of the toilet upto 6 ft height will be fitted with 18"x12" glazed tiles , with hot and cool water provisions, one SS good quality shower, rectangular wash basin of good quality , one bib cock point and one Geyser point will be provided in bath toilet. One washing machine point will be provided outside one toilet.
SANITARY FITTINGS	All SS Fittings will be ESSCO, all Basin and commode should be good model from Hind ware/ Reliance/ Cera will be provided.
OVERHEAD WATER TANK	RCC reservoir (As per drawing)

UNDER GROUND RESERVOIR	RCC reservoir (As per drawing)
PUMP	One 1.5 HP stainless submersible Pump will be provided along with auto control system.
PLUMBING MATERIALS DETAILS	ISI marked Supreme brand of Pipes and bars Valves fitted with leakproof mechanism and craftsmanship.
ELECTRICITY	<p>Full concealed wiring will be provided through out each of the Flats. The main door in each flat shall be fitted with Calling Bell points. The Contractor shall provide the Following electric points with good quality modular of Switch of Havells, Anchor, Crabtree as follows.</p> <p>a. 3(Three) light points. 2(Two) plug points for Computer/ accessories, 1(One)fan point, 1(One) T.V. Point and 1(One) AC point in each Bedroom.</p> <p>b. 1(One) light point, 1(one) exhaust fan point and 1(one) Geyser point in each toilet.</p> <p>c. 1(One) Aqua guard and 2(Two) light points and 2(Two) 15 amp. Plug point Chimney and 1(One) microwave in the Kitchen.</p> <p>d. 2 (Two) light points. (One) fan point, 1(One) Refrigerator Point and 1(One) accessory point in the Dining Area.</p> <p>e. 1 (One)T.V. point, 4(Four) light points, 1(One) fan point, 2(Two) numbers of 3 pin Plug sockets in the Drawing room.</p> <p>f. 1(One) Calling Bell point on main door, and 1(One) Light point in Balcony.</p> <p>g. 1 (One) Lockable 15 Amps Charger point beside each Car Parking slot on Ground Floor.</p> <p>h. Electric meter connection will be arranged for the Flat by the Contractor, however security Deposit to W.B.S.E.B. will be borne by the landowners.</p> <p>Electrical materials to be used:</p>

	Guard/ Havells ISI marked branded good quality modular white switches will be provided. All common area will be provided with LED light point
MS GRILLS / GATES	Stainless Steel circular bar fabricated Railings on Staircase and MS window grill shall be fixed.
ROOF AND TERRACE	Roof tiles.
LIFT	One standard Five passenger decent looking stainless-steel lift equipped with ERD drive with Auto gate and lift facia will be finished with elevation tiles.
EXTRA WORK	Any Interior work other than specified above, will be treated as extra/customized work billable to the respective Member by the CONTRACTOR, and LANDOWNERS will not be involved.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written;

SIGNED, SEALED AND DELIVERED

By the parties at **Kailkhali** in presence of the following witnesses:

WITNESS

1.

Animesh Bhonmick
224 A/H/5 M.M. Road,
Kol-54.

Amit Kumar Roy
1. [AMIT KUMAR ROY]

Dilip Dutta
2. [DILIP DUTTA]

Signature of the **LANDOWNERS**

2. *Faruq Cazi*
Narayana
Airport, Kol-136

Hamjal Mondal
1. [HAMJAL MONDAL]

Mintu Mondal
2. [MINTU MONDAL]

Drafted as per instruction by the Parties
and explained the same in Bengali by

Sandip Mondal

SANDIP MONDAL

Advocate

Barasat Judges' Court

Registration No. WB/125/2009

Sharfaraj Ali Mondal
3. [SHARFARAJ ALI MONDAL]

[MQ REALTY, a Partnership Firm
Represented by its Partners]

Signature of the **DEVELOPER**

RECEIVED of and from with named "DEVELOPER" i.e. **MQ REALTY** a sum of **Rs. 10,00,000/- (Rupees Ten lakh)** only for these Presents as per memo below:

Sl. No.	Date	Mode	Payment details	Amount in INR
1	<u>21</u> /02/2023	cheque	Cheque No. 000563 dated 18/02/2023, drawn on ICICI bank, Branch: Rajarhat- Gopalpur Siddha Pines	5,00,000.00
2	<u>23</u> /02/2023	cheque	Cheque No. 000564 dated 18/02/2023, drawn on ICICI bank, Branch: Rajarhat- Gopalpur Siddha Pines	5,00,000.00

In Word: Ten lakh only.

Rs. 10,00,000.00

Witnesses

1. Amresh Chormick

2. Faukazi

Amit Kumar Roy

1. [AMIT KUMAR ROY]












Dilip Dutta












2. [DILIP DUTTA]










Signature of the LANDOWNERS

SIGNATURE OF THE PRESENTANT/EXECUTANT/
SELLER/BUYER/CLAIMANT WITH PHOTO

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

	Left Hand	Little	Ring	Middle	Index	Thumb
						
	Right Hand	Thumb	Index	Middle	Ring	Little
						
Attested : <i>Anil Kumar Roy</i>						






	Left Hand	Little	Ring	Middle	Index	Thumb
						
	Right Hand	Thumb	Index	Middle	Ring	Little
						
Attested : <i>Dilip Subhra</i>						


	Left Hand	Little	Ring	Middle	Index	Thumb
						
	Right Hand	Thumb	Index	Middle	Ring	Little
						
Attested : <i>Sanjay M. D. D.</i>						

SIGNATURE OF THE PRESENTANT/EXECUTANT/
SELLER/BUYER/CLAIMANT WITH PHOTO

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

	Left Hand	Little	Ring	Middle	Index	Thumb
						
Attested : <i>Mintu Mandal</i>	Right Hand	Thumb	Index	Middle	Ring	Little
						

	Left Hand	Little	Ring	Middle	Index	Thumb
						
Attested : <i>Sharada Devi Mandal</i>	Right Hand	Thumb	Index	Middle	Ring	Little
						

	Left Hand	Little	Ring	Middle	Index	Thumb
Attested :	Right Hand	Thumb	Index	Middle	Ring	Little

Major Information of the Deed



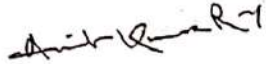


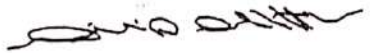
Deed No :	I-1902-02250/2023	Date of Registration	21/02/2023
Query No / Year	1902-2000462095/2023	Office where deed is registered	
Query Date	20/02/2023 4:50:54 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	DILIP KUMAR SAILA HIGH COURT ,CALCUTTA,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9836961273, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]		
Set Forth value	Market Value		
Rs. 3/-	Rs. 1,44,11,253/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,021/- (Article:48(g))	Rs. 10,105/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Bimannagar (Kaikhali), Mouza: Kaikhali, JI No: 5, Pin Code : 700052

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-357 (RS :-)	LR-2202	Bastu	Bastu	3 Katha 13 Chatak	1/-	48,03,751/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
L2	LR-357 (RS :-)	LR-2203	Bastu	Bastu	3 Katha 13 Chatak	1/-	48,03,751/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
L3	LR-357 (RS :-)	LR-2204	Bastu	Bastu	3 Katha 13 Chatak	1/-	48,03,751/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
TOTAL :					18.8719Dec	3 /-	144,11,253 /-	
Grand Total :					18.8719Dec	3 /-	144,11,253 /-	



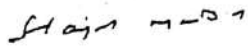






Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr AMIT KUMAR ROY Son of AJIT ROY Executed by: Self, Date of Execution: 21/02/2023 , Admitted by: Self, Date of Admission: 21/02/2023 ,Place : Office			
	21/02/2023	LTI 21/02/2023	21/02/2023	
UTTARAYAN, KAIKHALI, City:- Not Specified, P.O:- RAJARHAT GOPALPUR, P.S:-Airport, District:- North 24-Parganas, West Bengal, India, PIN:- 700136 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx9A, Aadhaar No: 29xxxxxxxx5611, Status :Individual, Executed by: Self, Date of Execution: 21/02/2023 , Admitted by: Self, Date of Admission: 21/02/2023 ,Place : Office				
2	Name Mr DILIP DUTTA Son of BISWANATH DUTTA Executed by: Self, Date of Execution: 21/02/2023 , Admitted by: Self, Date of Admission: 21/02/2023 ,Place : Office			
	21/02/2023	LTI 21/02/2023	21/02/2023	
MONDAL GANTHI, RAMKRISHNA PALLY, City:- Not Specified, P.O:- AIRPORT, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700052 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx3K, Aadhaar No: 56xxxxxxxx2356, Status :Individual, Executed by: Self, Date of Execution: 21/02/2023 , Admitted by: Self, Date of Admission: 21/02/2023 ,Place : Office				




Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	MQ REALTY KAIKHALI, SARDARPARA, 384, City:- Not Specified, P.O:- AIRPORT, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136 , PAN No.:: ABxxxxx1N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr HAMJAL MONDAL Son of ALTAP MONDAL Date of Execution - 21/02/2023, , Admitted by: Self, Date of Admission: 21/02/2023, Place of Admission of Execution: Office	 Feb 21 2023 2:17PM	 LTI 21/02/2023	 21/02/2023
ARMAN PLAZA, Flat No: 1, City:- Not Specified, P.O:- DASHADRONE, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: ALxxxxxx5R, Aadhaar No: 52xxxxxxxx1433 Status : Representative, Representative of : MQ REALTY (as PARTNER)				
2	Name	Photo	Finger Print	Signature
	Mr MINTU MONDAL (Presentant) Son of Late OMAR ALI MONDAL Date of Execution - 21/02/2023, , Admitted by: Self, Date of Admission: 21/02/2023, Place of Admission of Execution: Office	 Feb 21 2023 2:18PM	 LTI 21/02/2023	 21/02/2023
KAIKHALI SARDARPARA, City:- Not Specified, P.O:- AIRPORT, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700052, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: BAxxxxxx3D, Aadhaar No: 37xxxxxxxx2531 Status : Representative, Representative of : MQ REALTY (as PARTNER)				
3	Name	Photo	Finger Print	Signature
	Mr SHARFARAJ ALI MONDAL Son of MOMRAJ ALI MONDAL Date of Execution - 21/02/2023, , Admitted by: Self, Date of Admission: 21/02/2023, Place of Admission of Execution: Office	 Feb 21 2023 2:19PM	 LTI 21/02/2023	 21/02/2023
PATULI SCHOOL PARA, City:- Not Specified, P.O:- ABDALPUR, P.S:-Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN:- 700155, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: ARxxxxxx9Q, Aadhaar No: 96xxxxxxxx3586 Status : Representative, Representative of : MQ REALTY (as PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Amaresh Bkhw Mick Son of Late Shyamal Bhowrick 224A/H/5, M M Road,, City:- Kolkata, P.O:- Kankurgachi, P.S:-Narkeldanga, District:-Kolkata, West Bengal, India, PIN:- 700054			

21/02/2023

21/02/2023

21/02/2023

Beneficiary Of Mr AMIT KUMAR ROY, Mr DILIP DUTTA, Mr HAMJAL MONDAL, Mr MINTU MONDAL, Mr SHARFARAJ KUMAR MONDAL

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr AMIT KUMAR ROY	MQ REALTY-3 14531 Dec
2	Mr DILIP DUTTA	MQ REALTY-3 14531 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr AMIT KUMAR ROY	MQ REALTY-3 14531 Dec
2	Mr DILIP DUTTA	MQ REALTY-3 14531 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Mr AMIT KUMAR ROY	MQ REALTY-3 14531 Dec
2	Mr DILIP DUTTA	MQ REALTY-3 14531 Dec

Land Details as per Land Record

District: North 24 Parganas, P.S. - Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Bimannagar (Kalkhali), Mouza: Kalkhali, JI No: 5, Pin Code: 700052

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No - 357, LR Khatian No - 2202	Owner: শ্রী শ্রী , Gurdian: শ্রী শ্রী , Address: শ্রী শ্রী শ্রী শ্রী শ্রী শ্রী , Classification: শ্রী , Area: 0.07000000 Acre.	Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 357, LR Khatian No:- 2203	Owner: শ্রী শ্রী , Gurdian: শ্রী শ্রী , Address: শ্রী শ্রী শ্রী শ্রী শ্রী শ্রী , Classification: শ্রী , Area: 0.07000000 Acre.	Seller is not the recorded Owner as per Applicant.
L3	LR Plot No:- 357, LR Khatian No:- 2204	Owner: শ্রী শ্রী , Gurdian: শ্রী শ্রী , Address: শ্রী শ্রী শ্রী শ্রী শ্রী শ্রী , Classification: শ্রী , Area: 0.06000000 Acre.	Seller is not the recorded Owner as per Applicant.



On 21-02-2023

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

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

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

Presented for registration at 14:05 hrs on 21-02-2023, at the Office of the A.R.A. - II KOLKATA by Mr MINTU MONDAL .

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,44,11,253/-

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

Execution is admitted on 21/02/2023 by 1. Mr AMIT KUMAR ROY, Son of AJIT ROY, UTTARAYAN, KAIKHALI, P.O: RAJARHAT GOPALPUR, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by Profession Business, 2. Mr DILIP DUTTA, Son of BISWANATH DUTTA, MONDAL GANTHI, RAMKRISHNA PALLY, P.O: AIRPORT, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700052, by caste Hindu, by Profession Business

Indetified by Mr Amaresh Bhkwmick, , , Son of Late Shyamal Bhowmick, 224A/H/5, M M Road,, P.O: Kankurgachi, Thana: Narkeldanga, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700054, by caste Hindu, by profession Others

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

Execution is admitted on 21-02-2023 by Mr HAMJAL MONDAL, PARTNER, MQ REALTY (Partnership Firm), KAIKHALI, SARDARPARA, 384, City:- Not Specified, P.O:- AIRPORT, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136

Indetified by Mr Amaresh Bhkwmick, , , Son of Late Shyamal Bhowmick, 224A/H/5, M M Road,, P.O: Kankurgachi, Thana: Narkeldanga, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700054, by caste Hindu, by profession Others

Execution is admitted on 21-02-2023 by Mr MINTU MONDAL, PARTNER, MQ REALTY (Partnership Firm), KAIKHALI, SARDARPARA, 384, City:- Not Specified, P.O:- AIRPORT, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136

Indetified by Mr Amaresh Bhkwmick, , , Son of Late Shyamal Bhowmick, 224A/H/5, M M Road,, P.O: Kankurgachi, Thana: Narkeldanga, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700054, by caste Hindu, by profession Others

Execution is admnitted on 21-02-2023 by Mr SHARFARAJ ALI MONDAL, PARTNER, MQ REALTY (Partnership Firm), KAIKHALI, SARDARPARA, 384, City:- Not Specified, P.O:- AIRPORT, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136

Indetified by Mr Amaresh Bhkwmick, , , Son of Late Shyamal Bhowmick, 224A/H/5, M M Road,, P.O: Kankurgachi, Thana: Narkeldanga, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700054, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,105.00/- (B = Rs 10,000.00/- ,E = Rs 21.00/- ,i = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 10,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/02/2023 1:33AM with Govt. Ref. No: 19202230304186518 on 21-02-2023, Amount Rs: 10,021/-, Bank: SBI EPay (SBlePay), Ref. No. 1483470902425 on 21-02-2023, Head of Account 0030-03-104-001-16



Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 19,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 10265, Amount: Rs.100.00/-, Date of Purchase: 29/12/2022, Vendor name: H C SADHU

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/02/2023 1:33AM with Govt. Ref. No: 192022230304186518 on 21-02-2023, Amount Rs: 19,921/-, Bank: SBI EPay (SBIPay), Ref. No. 1483470902425 on 21-02-2023, Head of Account 0030-02-103-003-02

fin

Satyajit Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2023, Page from 78369 to 78412
being No 190202250 for the year 2023.



Digitally signed by SATYAJIT BISWAS
Date: 2023.02.24 11:25:09 +05:30
Reason: Digital Signing of Deed.

Handwritten signature

(Satyajit Biswas) 2023/02/24 11:25:09 AM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.

(This document is digitally signed.)