

12015/19

11550/19



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



AC 609064

12015
 19116025/19
 Rs. 965250/-



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

[Signature]
 Additional Registrar
 of Assurances-IV, Kolkata

14 DEC 2019

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the *14th* day of *December*
 TWO THOUSAND AND NINETEEN (2019);

BETWEEN

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 192019200119137411

Payment Mode Online Payment

GRN Date: 14/12/2019 11:17:22

Bank : State Bank of India

BRN : CKL5983831

BRN Date: 14/12/2019 11:20:00

DEPOSITOR'S DETAILS

Id No. : 19040001916025/5/2019

[Query No./Query Year]

Name : MOHAMAD MOKIM SARDAR

Contact No. : Mobile No. : +91 8420584386

E-mail :

Address : HATIARA NEW TOWN NORTH 24 PARGANAS 700157

Applicant Name : Mr SUBHENDU PAUL

Office Name :

Office Address :

Status of Depositor : Others

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19040001916025/5/2019	Property Registration- Stamp duty	0030-02-103-003-02	4921
2	19040001916025/5/2019	Property Registration- Registration Fees	0030-03-104-001-16	155
Total				5076

In Words : Rupees Five Thousand Seventy Six only

MOHAMMAD GOLAM MURTAZA (PAN : BGZPM0316P), son of Md Idris Ali, by faith Muslim, by nationality Indian, by occupation Private Service, residing at Mongaljan Village, Post Office- Ghorasala, Police Station- English Bazar, Dist- Malda, PIN- 732102, herein after referred to as the **OWNER/VENDORS** (which expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective heirs, legal representatives, administrators, executors, successors and assigns of the **FIRSTPART;**

AND

PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED (PAN - AAKCP6564F), a private limited company, having its registered office at 299/38, Hatiara Sheriff, P.O. - Hatiara, P.S. - Newtown, Kolkata - 700157, District - North 24 Parganas, represented by its director **MOHAMAD MOKIM SARDAR (PAN - AXHPS1295H)**, son of Late Haji Mohammad Majid Sardar, residing at Hatiara Sheriff, P.O. - Hatiara, P.S. - Newtown, Kolkata - 700157, District - North 24 Parganas, both are by faith - Islam, by Nationality - Indian, by Occupation - Business, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors, successors-in-interest and assigns of the **SECOND PART;**

WHEREAS:

A. The owners above named are the joint owners of the Schedule Property and have entered into an understanding with the Developer for the development of the Schedule Property on such terms & conditions as recorded herein below.

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

4. Subject Matter of Agreement

4.1 Development of Said Property: Understanding between the Owners and the Developer with regard to development (in the manner specified in this Agreement) of (1) land measuring 2.475 decimals out of 49.5 Decimal comprised in Mouza Kalikapur, L.R. Plot No. 466, previous Owners' L.R. Khatian Nos. 1139 and 1140, Present Owners' Khatian No. 3297, District- North 24 Parganas, Police Station- Rajarhat, within Patharghata Gram Panchayat, Pin-700135, (more fully described in of the **1st Schedule** below by construction of a ready-to-use new multi-storied buildings on the Said Property (**New Buildings**).

4.2 Allocation and Demarcation of Respective Entitlements: Allocation and demarcation of the respective entitlements of the Owners and the Developer in the New Buildings to be constructed on the Said Property.

5. Representations, Warranties and Background

5.1 Owners' Representations: The Owners have represented, warranted and covenant to the Developer as follows:

5.1.1 Purchase by Present Owners: By a Bengali Deed of Sale dated 14th December, 2018 Sujit Mondal, son of Lakshmi Kanta Mondal alias Kanta Mondal and Gour Hari Mondal, son of Late Kamal Mondal sold, transferred and conveyed land measuring 49.5 Decimal comprised in Mouza Kalikapur, L.R. Plot No. 466, previous Owners' L.R. Khatian Nos. 1139 and 1140, District- North 24 Parganas, Police Station- Rajarhat, within Patharghata

Gram Panchayat, Pin-700135 unto and in favour of the Landowner abovenamed and others (the remaining owner herein after referred to as the Co – owner wherever the context so requires). The said Deed of Conveyance was duly registered before Additional District Sub Registrar, Rajarhat and recorded in Book No.I, Volume No.1523-2018, Pages from 469628 to 469681, Being No.152314294 for the year 2018.

- 5.1.2 Ownership of Property:** In the abovementioned circumstances, Md. Abdur Rahaman and 19 others have become the joint owners of the Property.
- 5.1.3 Owners have Marketable Title:** The right, title and interest of the Owners in the Said Property are free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and *lispendens*.
- 5.1.4 Owners to Ensure Continuing Marketability:** The Owners shall ensure that title of the Owners to the Said Property continue to remain marketable and free from all encumbrances till the completion of the development of the Said Property.
- 5.1.5 Owners have Authority:** The Owners have full right, power and authority to enter into this Agreement.
- 5.1.6 No Prejudicial Act:** The Owners have 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.
- 5.1.7 No Acquisition/Requisition:** The Owners declare that the Said Property has not been acquired, required or included in any scheme of acquisition or requisition and the Owners have neither received nor are aware of any notice or order from any Authority or Statutory Body or Government Department for any such acquisition, requisition or scheme.
- 5.1.8 No Excess Land:** The Said Property does not contain any excess land and the Owners also does not hold any excess land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- 5.1.9 No Encumbrance:** The Owners have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing (including creation of statutory or customary right of easement) whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title. The Said Property is free from all claims, demands, encumbrances, mortgages, equitable mortgages, charges, liens, attachments, *lispendens*, uses, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, restrictions and liabilities whatsoever or howsoever made or suffered by the Owners and the title of the Owners to the Said Property is good, free, clear, bankable and marketable.
- 5.1.10 Right, Power and Authority to Develop:** The Owners have good right, full power, absolute authority and indefeasible title to develop, grant, sell, convey, transfer, assign and assure the Said Property.

- 5.1.11 No Dues:** No revenue, cess, municipal taxes, other taxes, surcharges, impositions, outgoings or levies of any nature whatsoever in respect of the Said Property is due to the Government or any other authority or authorities and no demands, recovery proceedings or Certificate Cases are pending for realization of any dues from the Owner.
- 5.1.12 No Right of Pre-emption:** No person, entity or authority whatsoever have/had/has or ever claimed any right of pre-emption over and in respect of the Said Property or any part thereof.
- 5.1.13 No Mortgage:** No mortgage or charge has been created by the Owners in respect of the Said Property or any part thereof, whether by deposit of title deeds or otherwise.
- 5.1.14 No Previous Agreement:** The Owners have ascertained that the Said Property is not the subject matter of any previous agreement, whether oral or in writing.
- 5.1.15 No Guarantee:** The Said Property is not affected by or subject to any corporate guarantee or personal guarantee for securing any financial accommodation.
- 5.1.16 No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Owners from developing, selling, transferring and/or alienating the Said Property or any part thereof.
- 5.1.17 No Transfer:** The Owners have not created any third party interest of any nature whatsoever and/or has not delegated any of the Owners' right to any third party in any manner whatsoever.
- 5.1.18 Inspection:** The Owners shall have right to inspect the construction work through their engineer and bring to the Developer's Notice any work undertaken by the Developer which is not in accordance with the Specifications (as recorded in the Second Schedule) and/or the sanction plan and the Developer shall accordingly take steps to ensure that the specifications are adhered to while undertaking construction work.
- 5.1.19 Developer's Representations:** The Developer has represented and warranted to the Owners as follows:
- 5.2.1 Infrastructure and Expertise of Developer:** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
- 5.2.2 Financial Arrangement:** 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, *inter alia* by way of arranging construction finance, whether through mortgage, in part or full, against the Developer's Allocation in the New Buildings on the Said Property.

- 5.2.3 **No Neglect:** The Developer shall not neglect the project of development of the Said Property and shall accord the highest priority, financial as well as infrastructural, to the development of the Said Property.
- 5.2.4 **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- 5.2.5 **Other Terms:** (i) Disputes regarding construction with any third party contractor shall not delay the Project; (ii) the Owners shall not be affected for any legal proceedings arising between the Developer and the Intending purchasers of Developer's Allocation, during the construction period.
- 5.3 **Decision to Develop:** The Owners decided to develop the Said Property. Pursuant thereto, preliminary discussions were held with the Developer for taking up the development of the Said Property by constructing the New Buildings (**Project**).
- 5.4 **Finalization of Terms Based on Reliance on Representations:** Pursuant to the above and relying on the representations made by the Parties to each other as stated above, final terms and conditions [superseding all previous correspondence and agreements (oral or written) between the Parties] for the Project are being recorded by this Agreement.

6. Basic Understanding

- 6.1 **Development of Said Property by Construction of New Buildings:** The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by construction of the New Buildings thereon on co-venture basis, with (1) specified inputs and responsibility sharing by the Parties and (2) exchange with each other of their specified inputs. (3) that all costs and expenses relating to construction shall be borne by the Developer (4) The developer shall enter into a development agreement with the Co owners on similar terms and conditions in respect of the co owners land.
- 6.2 **Nature and Use of New Buildings:** The New Buildings shall be constructed in accordance with architectural plan (**Building Plans**) to be prepared by the Architect/s appointed by the Developer from time to time (**Architect**) and sanctioned by the Patharghata Gram Panchayat and other statutory authorities concerned with sanction (collectively **Planning Authorities**), as a ready-to-use building with specified areas, amenities and facilities to be enjoyed in common.

7. Appointment and Commencement

- 7.1 **Appointment:** The Parties hereby accept the Basic Understanding between and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations, the Owners hereby appoint the Developer as the developer of the Said Property with right to execute the Project and the Developer hereby accepts the said appointment by the Owners.
- 7.2 **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.

8. Sanction and Construction

- 8.1 **Sanction of Building Plans:** The Developer (as the agent of the Owners at its own responsibility) shall, at the earliest, obtain from the Planning Authorities, sanction of the Building Plans. In this regard it is clarified that (1) full potential of FAR of the Said Property shall be utilized for construction of the New Buildings, (2) the Developer shall be responsible for obtaining all sanctions, permissions, clearances and approvals needed for the Project (including final sanction of the Building Plans and Completion Certificate) and (3) all costs and fees for sanctions, permissions, clearances and approvals shall be borne and paid by the Developer.
- 8.2 **Architect and Consultants:** The Owners confirm that the Owners have 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 Owners shall have no liability or responsibility.
- 8.3 **Construction of New Buildings:** The Developer shall, at its own expenses and without creating any financial or other liability on the Owners construct, erect and complete the New Buildings on the Said Property comprising of buildings and Common Portions in accordance with the sanctioned Building Plans.
- 8.4 **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties, the Developer will commence the construction work within 6 (six) months from the date of signing of this Agreement, subject to receipt of all relevant clearances with regard to the construction of New Buildings, including but not limited to any pending mutations, conversions, clearances, sanctions, approvals, licenses, no objection certificates etc. from all relevant authorities, and also subject to fulfilment of the other obligations undertaken by the Owner and/or the Confirming Party as recorded in this Agreement and shall try to complete the entire process of development of the Said Property and construct, erect and complete the New Buildings and handover the Owners' Allocation within a period of 30 (thirty) months from the date of sanctioned of Building Plans (**Completion Time**), provided however the Completion Time may be extended subject to Force Majeure if required and thereafter. The completion time shall have an automatic grace period of six (6) months. In case the Developer is unable to handover possession of the Owners' Allocation within the Completion Time, the Developer shall pay a compensation of Rs 2/- (Rupees Two) only per sq feet per month to the Owners (**Delay Compensation**), except where such delay is attributable to Force Majeure or to the Owners. No Delay Compensation shall be paid for any period for which development is suspended due to a delay caused by or attributable to the Owners.
- 8.5 **Common Portions:** The Developer shall at its own costs install, erect and construct in the New Buildings common areas, amenities and facilities such as stairways, lifts, passages, electric meter room, pump room, reservoir, over

head water tank, water pump and motor, water connection, drainage connection, sewerage connection as per the sanctioned Building Plans and other facilities required for establishment, enjoyment and management of the New Buildings (collectively **Common Portions**). For permanent electric connection to the flats/units and other spaces in the New Buildings (**Flats**) and all kind of other development costs/deposits payable for the Flats, the intending purchasers (collectively **Transferees**) shall pay the said costs/deposits demanded by the Developer, other agencies, etc. and the Owners shall also pay the same for the Flats in the Owners' Allocation. It is clarified that the expression Transferees includes the Owners and the Developer, to the extent of unsold or retained Flats in the New Buildings. The Owners shall pay all rates and taxes in respect of the flats pertaining their Allocation.

- 8.6 **Building Materials:** The Developer shall be authorized 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 Owners and required for the construction of the New Buildings and the Owners shall not be responsible for the quality of the building materials.
- 8.7 **Temporary Connections:** The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage charges.
- 8.8 **Co-operation by Owners:** The Owners 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 Owners shall provide all co-operations that may be necessary for successful completion of the Project.

9. Possession

- 9.1 **Vacating by Owners:** Simultaneously with the registration of this Agreement, the Owners have handed over *khas*, vacant, peaceful and physical possession of the entirety of the Said Property to the Developer, for the purpose of execution of the Project. Till such time the Developer continues with the work of construction and/or till such time the Owners are handed over their allocations the Developer shall provide temporary residential accommodation to the owners at the cost of the Developer.

10. Powers and Authorities

- 10.1 **Power of Attorney for Building Plans Sanction:** The Owners shall grant to the Developer a Power of Attorney for the purpose of getting the Building Plans sanctioned/ revalidated/ modified/ altered by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Buildings.
- 10.2 **Power of Attorney for Construction and Sale of Developer's Allocation:** The Owners shall also grant to the Developer a Power of Attorney for construction of the New Buildings and booking and sale of the

Developer's Allocation including proportionate land share pertaining to the Flats.

- 10.3 **Amalgamation and Extension of Project:** Notwithstanding grant of the aforesaid Powers of Attorney, the Developer hereby undertakes that any amalgamation and/or extension of the Project shall be undertaken only subject to mutual agreement of the Parties. However, the Owners, subject to such mutual agreement, assure and undertake to execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to amalgamate the Said Property with the adjoining plots for extension of the Project and use of Common Portions.
- 10.4 **No Obstruction for Addition of Plots:** The Developer shall be entitled to purchase additional plots adjacent to the Said Property or can enter into joint venture agreement for development of any plots adjacent to the Said Property. However, any amalgamation of the same with the Said Property and construction of additional building/buildings therein shall be subject to mutual agreement between the Parties.
- 10.5 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all acts under this Agreement.

11. Owners' Consideration

- 11.1 **Owners' Allocation:** The Owners shall be entitled to a residential flat with sellable area of 762 sq feet and 1 numbers of covered car parking space. It is clarified that the Owners Allocation shall include undivided, impartible and indivisible proportionate share in (1) the Common Portions of the Project and (2) the land contained in the Said Property

NAME	Super Built Up Area	Car Parking Covered
MOHAMMAD GOLAM MURTAZA	762 Sq feet	One Car Parking

12. Developer's Consideration

- 12.1 **Developer's Allocation:** The Developer shall be fully and completely entitled to (1) the balance constructed area of the total constructed area of the Project on the Said Property, excluding Owner's Allocation, comprising of (a) residential and/or commercial units in the Project and (b) open and covered car parking spaces in the Project and (2) undivided proportionate share in the area for access to Common Portions (collectively **Developer's Allocation**). It is clarified that the Developer's Allocation shall include undivided, impartible and indivisible proportionate share in (1) the Common Portions of the Project and (2) the land contained in the Said Property.

13. Dealing with Respective Allocations

- 13.1 **Demarcation of Respective Allocations:** The Parties have mutually agreed that on sanction of the Building Plans, the Parties shall formally

17.8 **Boundary Wall:** The Developer at its own costs shall maintain the existing boundary wall in and around the Said Property which demarcates the Said Property as a distinct and identifiable piece and parcel of land.

17.9 **Amalgamation:** To take all necessary steps to amalgamate the Said Property from the concerned authority and to pay fees, costs and charges for that purpose.

18. Obligations of Owners

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

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

18.3 **Documentation and Information:** The Owners undertake to provide the Developer with any and all documentation, including original/certified copies of title documents and information relating to the Said Property as may be required by the Developer from time to time, during the term of this Agreement. All certified copies of title and other relevant documents shall remain in possession of the Developer.

18.4 **No Obstruction in Dealing with Developer's Functions:** The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement, save and except the Developer not performing its obligations and functions properly.

18.5 **No Obstruction in Construction:** The Owners covenant not to cause any interference or hindrance in the construction of the New Buildings unless there is any dispute arises regarding the quality of construction.

18.6 **No Dealing with Said Property:** The Owners covenant not to let out, grant lease, mortgage and/or charge the Said Property or any portions thereof, save in the manner envisaged by this Agreement.

18.7 **Records of Rights:** The Owners shall take all necessary measures to mutate all their names in the records of Land Revenue Settlement and to correct the records of right (ROR) pertaining to the area and share of plot comprised in the Said Property.

18.8 **Conversion:** The Owners shall take all necessary steps in connection with change of the nature and character of land contained in the Said Property *inter alia* by way of approaching the concerned authorities and obtaining necessary orders for conversion of the Said Property to residential/commercial and thereafter paying fees and charges for the same in any case the entire lands shall be converted by the land owners at their own costs if not already converted.

19. Indemnity

(Association)] and shall collect the costs and service charge therefor (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Buildings, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments. Advance/deposit towards Maintenance Charge shall also be collected, to ensure that funds are readily available for proper maintenance and upkeep of the New Buildings.

Owner will take charge for the maintenance of the newly constructed building only after complete sell of the property and complete handover (Officially). Till then it is the responsibility of the developer to properly maintain the building.

16. Common Restrictions

16.1 Applicable to Both: The Owners' Allocation and the Developer's Allocation in the New Buildings shall be subject to the same restrictions as are applicable to multi-storied ownership buildings, apartments, intended for common benefit of all occupiers of the New Buildings.

17. Obligations of Developer

17.1 Completion of Development within Completion Time: The Developer shall complete the development of the Said Property within the Completion Time.

17.2 Compliance with Laws: The execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure such compliance.

17.3 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.

17.4 Specifications: The Developer shall construct the New Buildings as per the specifications given in the 2nd Schedule attached hereto (Specifications).

17.5 Commencement of Project: The development of the Said Property shall commence as per the Specifications, Building Plans, Scheme, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owners having no responsibility in respect thereof in any manner whatsoever.

17.6 Tax Liabilities: All tax liabilities applicable in relation to the development, namely sales tax, value added tax, GST, works contract tax and other dues shall be paid by the person liable to pay such tax in accordance with law.

17.7 Permission for Construction: It shall be the responsibility of the Developer to obtain all sanctions, permissions, clearances and approvals required from various Government authorities for sanction of the Building Plans and execution of the Project. The expenses to be incurred for obtaining all such sanctions, permissions, clearances and approvals shall be borne by the Developer.

13.5 **No Objection to Allocation:** The Parties confirm that neither Party has any objection with regard to their respective allocations.

13.6 **Cost of Transfer:** The Parties shall bear their respective costs for transfer of their respective allocations which includes costs towards stamp duty and registration fees and all other expenses.

14. Taxes and Outgoings

14.1 **Relating to Period Prior to Date of Sanction of Building Plans:** All *panchayat* rates, taxes, penalty, interest and outgoings (collectively **Rates**) on the Said Property relating to the period prior to the date of Agreement shall be the liability of the Owners and the same shall be borne, paid and discharged by the Owners as and when demanded.

14.2 **Relating to Period After Sanction of Building Plans:** As from the date of sanction of the Building Plans, the Developer shall be liable for the Rates in respect of the Said Property and from the Possession Date the Parties shall become liable and responsible for the Rates in the ratio of their sharing in the New Buildings.

14.3 **Tax:** The Owners and the Developer shall be liable to bear their respective share of service taxes, as applicable.

15. Possession and Post Completion Maintenance

15.1 **Possession of Owners' Allocation:** The Developer shall intimate the Owners to take possession of Owners' Allocation, in good habitable and completed condition, and if within a period of 15 (fifteen) days of such intimation the Owners fail to take possession then it shall be deemed that the Developer has delivered possession to the Owners.

15.2 **Possession Date and Rates:** On and from such date of the Owners taking physical possession or the aforementioned deemed possession, whichever be earlier (**Possession Date**), the Parties shall become liable and responsible for the Rates in respect of their respective Allocations.

15.3 **Punctual Payment and Mutual Indemnity:** The Parties shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities and the Parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them, as the case may be, consequent upon a default by the other.























15.4 **Maintenance:** The Developer and the Owners shall jointly and mutually frame a scheme for the management and administration of the New Buildings. The Owners hereby agree to abide by all the rules and regulations to be so framed for the management and administration of the New Buildings.

15.5 **Maintenance Charge:** The Transferees (includes buyer of Developer's Allocation) and the Owners shall manage and maintain the Common Portions and services of the New Buildings [if necessary, by forming a body

demarcate their respective allocations based on the Building Plans, which may be altered on the basis of actual construction, and the details of such alteration shall be intimated to the Landowners. It has been mutually agreed that out of the Owners' total Allocation which shall be handed over by the Developer to the Owners in terms of this Agreement. The Units pertaining to the Owners' Allocation shall be the specific area to be handed over to the Owners and all the remaining areas shall belong to the Developer, the specific allocation of the landowners to be owned by the landowners shall be finalized by lottery to be drawn after issuance of sanctioned plan and if required a supplementary agreement shall be executed to confirm such identifications inter-se amongst the landowners.

- 13.2 **Owners' Allocation:** The Owners shall be entitled to the Owners' Allocation with right to transfer or otherwise deal with the same in any manner the Owners deem appropriate and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Owners' Allocation. It is clearly understood that the dealings of the Owners with regard to the Owners' Allocation shall not in any manner fasten or create any financial liabilities upon the Developer. However, any transfer of any part of the Owners' Allocation shall be subject to the other provisions of this Agreement.
- 13.3 Under all circumstances the Developer shall be obliged to handover the demarcated units pertaining to the Owners' Allocation and the Developer shall not charge any amount as additional consideration save and except an amount of Rs.100/- per square feet as extra charges for DG Set and Transformer. In the event the area of the specific units are reduced upon completion of construction in such event the Developer shall pay to the Landowners an amount to be calculated on the basis of the then prevailing market value per square feet for each square feet of reduced area.
- 13.4 **Developer's Allocation:** The Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the same, including proportionate land share comprised in Developer's Allocation, in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Developer's Allocation. It is clearly understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owners. However, any transfer of any part of the Developer's Allocation shall be subject to the other provisions of this Agreement.
- 13.4 **Transfer of Developer's Allocation:** In consideration of the Developer constructing and handing over the Owners' Allocation to the Owners and meeting other obligations towards the Owners, the Owners shall execute deeds of conveyances of the undivided share in the land contained in the Said Property and the Building Plans as be attributable to the Developer's Allocation, in such part or parts as shall be required by the Developer. Such execution of conveyances shall be through the Developer exercising the powers and authorities mentioned in this Agreement.

SPECIMEN FORM FOR TEN FINGERS PRINT

	<p><i>Mr. M. Osman</i></p>					
		<p>Little Ring Middle Fore Thumb (Left Hand)</p>				
						
		<p>Thumb Fore Middle Ring Little (Right Hand)</p>				
	<p><i>Mr. Islam Mustafa</i></p>					
		<p>Little Ring Middle Fore Thumb (Left Hand)</p>				
						
		<p>Thumb Fore Middle Ring Little (Right Hand)</p>				
<p align="center">PHOTO</p>						
		<p>Little Ring Middle Fore Thumb (Left Hand)</p>				
		<p>Thumb Fore Middle Ring Little (Right Hand)</p>				
<p align="center">PHOTO</p>						
		<p>Little Ring Middle Fore Thumb (Left Hand)</p>				
		<p>Thumb Fore Middle Ring Little (Right Hand)</p>				

31. Execution and Delivery

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

Witnesses:

1. Anil Kumar Saha
3/B NRMH Gas Station
Lake Kal-5

Md. Golam Mustufa
LAND OWNERS

2. SK Ataur Rahman
4th Floor, 171/C/2
Picnic Garden Road
Kod-39

For Promised Land Infradevelopers Private Limited

Md. Mokim Sarker
Director Director

DEVELOPER

Drafted by me
Subhendu Paul
Advocate
High Court Calcutta
Exc. no. F-2247/02

- Central water supply pipeline in the said complex.
- Water pumps and motors.
- Central drainage and sewage pipeline and connection with municipality, if available.
- Wiring, fitting and accessories for lighting of common portions of the said complex.
- Installation for receiving and distributing electricity from supply agency.
- Power backup generators for common areas and essential appliances (Light, Fan, Fridge)
- Boundary walls and main gate of the residential premises.
- Internal roads and walkways within the residential premises
- Lightening arrestor
 - Cement- Ultratech/ACC/Lafarge
 - Steel-TMT bar(Captain/SRMB)
 - Foundation- If pile comes as per soil test; it has to be carried out.
 - Grade of concrete – M25
 - Stair case- marble common area(Polished)
 - Internal- Putty finish
 - Ware- Havels
 - AC point- Dining and Master Bed room
 - 16 Amp plug for washing machine, TV, Fridge, room heater
 - Window- Aluminum sliding window.
 - Bathroom-jaguar/Hindwire/Cera. Geyser point. Ceramic Wall Tiles
 - One Indian type and one western type bath room(as per customer choice)
 - Main door-Teak Wood
- Vitrified tile- 600×600
- DG for common place, light, fan , fridge

other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

- 30.5 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 30.6 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 30.7 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

1st Schedule (Property)

ALL THAT the piece and parcel of land measuring 2.475 decimals out of 49.5 Decimal comprised in Mouza Kalikapur, L.R. Plot No. 466, previous Owners' L.R. Khatian Nos. 1139 and 1140, Present Owners' Khatian No. 3297, District- North 24 Parganas, Police Station- Rajarhat, within Patharghata Gram Panchayat, Pin-700135, butted and bounded as follows :

ON THE NORTH :	Land of R.S & L.R Dag No. 465
ON THE SOUTH :	Land of Dag No. 466
ON THE EAST :	Pucca Panchayet Road
ON THE WEST :	Land of R.S & L.R Dag No. 462

2nd Schedule (Specifications)

The decorated lobby at the ground level of the said building.

- Lobbies on all floors and staircase of the building.
- Water reservoirs/tanks of the said building.
- Drainage and sewage pipeline in the said building (save those inside any unit)
- Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the said building
- Electricity meters and space for their installation.
- A demarcated portion for recreation at roof top.
- There must be two separate lift (*OTIS Co*) for each of one tower, having load bearing capacity of 6 persons and transparent doors. Lift should have inverter system
- Network of intercom in the said building
- Network of cable TV 7 Internet in the said building.
- 24 hours water supply arrangement.

Md. Zabon Mustafiz

Md. Masim Siddiq

- 26.1 **Express Documentation:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

27. Notice

- 27.1 **Mode of Service:** Notices under this Agreement shall be served by messenger or registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties. The Owners 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 each of the Owners.

28. Arbitration

- 28.1 **Disputes:** 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**) shall be referred to the Arbitral Tribunal, under the Arbitration and Conciliation Act, 1996, consist of such person as be decided/nominated by the Developer. The place of arbitration shall be Kolkata only and the language of the arbitration shall be English. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

29. Jurisdiction:

- 29.1 **Courts:** In connection with the aforesaid arbitration proceedings, the District Court having territorial jurisdiction over the Said Property and the High Court at Calcutta only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

30. Rules of Interpretation

- 30.1 **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.
- 30.2 **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.
- 30.3 **Party:** In this Agreement, a reference to a Party includes that Party's successors and permitted assigns.
- 30.4 **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,

occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, workers and employees, (10) delay on account of receiving statutory permissions, (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations and (14) abnormal rise in cost of construction inputs and scarcity/short supply thereof (collectively **Circumstances Of Force Majeure**).

- 22.2 **No Default:** The Parties shall not be deemed to have defaulted in the performance of their contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances Of Force Majeure.

23. Entire Agreement

- 23.1 **Supercession:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied or written.

24. Documents & Documentation

- 24.1 **Originals:** The original of this Agreement shall be retained by the Developer and the Owners will keep a certified copy of the same.
- 24.2 **Transaction Documentation:** The advocate of the Developer has drawn this Development Agreement and shall draw all further documents (including standard agreements and conveyances) pertaining to the future transaction of the Project, with liberty to the Owners to seek reasonable clarifications.

25. Severance

- 25.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

26. Amendment/Modification

be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

- 20.10 **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.
- 20.11 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings 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 Owners. Further, various applications and other documents (except any signature regarding mortgage of Owners' Allocation in the Said Property) may be required to be made or signed by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer **provided that** all such acts, deeds, matters and things do not in any way infringe on the rights of the Owners in terms of this Agreement.
- 20.12 **Taxation:** The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owners' Allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 20.13 **Name of New Buildings:** The name of the New Buildings shall be decided by the Developer.
- 20.14 **Supervision:** There should be joint supervision right between the Owners and the Developers in the development of the New Building.
- 20.15 **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.
- 21. Defaults**
- 21.1 **No Cancellation:** In the event of any default on the part of one Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement and also for damages.
- 22. Force Majeure**
- 22.1 **Circumstances Of Force Majeure:** The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen

- 19.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owners saved harmless and indemnified of from and against any and all loss, damage or liability which may be suffered by the Owners in relation to the construction of the New Buildings or violation of any permission, rules regulations or bye-laws.
- 19.2 **By the Owners:** The Owners hereby indemnify and agree to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability 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 Owners being incorrect.
- 20. Miscellaneous**
- 20.1 **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.
- 20.2 **Title Certification:** The Developer's advocate shall certify the title and his certificates/recommendations shall be accepted by the Parties, without question, according to law. As a condition precedent to title certification, the Owners shall fully co-operate and produce all relevant papers and documents for the satisfaction of the Developer's advocate.
- 20.3 **Essence of Contract:** In addition to time, the Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 20.4 **Transaction Documentation:** The Advocate of the Developer shall draw all further documents pertaining to the future transaction of the Project, as has been mutually decided by the Owners and Developer herein.
- 20.5 **Original Title Documents:** All certified copies of title documents of the Said Property shall be handed over by the Owner to the Developer and thereafter to the syndicate/ committee/ body corporate/ company/ association to be formed under the West Bengal Apartment Ownership Act, 1972 (Association) at the time of handing over of the Project to the Association.
- 20.6 **Essence of Contract:** In addition to time, the Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 20.7 **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.
- 20.8 **Valid Receipt:** The Owners shall pass valid receipts for all amounts paid under this Agreement.
- 20.9 **No Partnership:** The Owners and the Developer have entered into this Agreement on principal to principal basis and nothing contained herein shall



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED is incorporated on this Tenth day of July Two thousand nineteen under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U70109WB2019PTC232842.

The Permanent Account Number (PAN) of the company is AAKCP6564F */@

The Tax Deduction and Collection Account Number (TAN) of the company is CALP16792G */@

Given under my hand at Manesar this Tenth day of July Two thousand nineteen .



Digital Signature Certificate

VILAS SAMBHAJI HAJARE

DEPUTY REGISTRAR OF COMPANIES

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mca.gov.in

Mailing Address as per record available in Registrar of Companies office:

PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED

299/38,, HATIARA SARIF, KOLKATA, Kolkata, West Bengal, India,

700157



For Promised Land InfraDevelopers Private Limited

Md M. K. M. Soudan

—Director

Director

* as issued by the Income Tax Department

Major Information of the Deed


Deed No :	I-1904-11550/2019	Date of Registration	14/12/2019
Query No / Year	1904-0001916025/2019	Office where deed is registered	
Query Date	13/12/2019 7:14:26 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	SUBHENDU PAUL 10, OLD POST OFFICE STREET, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8420564366, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,000/-]		
Set Forth value	Market Value		
	Rs. 9,65,250/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,021/- (Article 48(g))	Rs. 155/- (Article: E, E, B, M(a), M(b), I)		
Remarks			

Land Details :

District: North 24-Parganas, P S - Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Kalikapur, JI No: 40, Pin Code: 700135

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-466	LR-3297	Bastu	Bastu	2.475 Dec		9,65,250/-	Property is on Road Adjacent to Metal Road,
Grand Total :					2.475Dec	0 /-	9,65,250 /-	




Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	MOHAMMAD GOLAM MURTAZA Son of Md IDRIS ALI Executed by: Self, Date of Execution: 14/12/2019 , Admitted by: Self, Date of Admission: 14/12/2019 ,Place : Office			
		14/12/2019	LT1 14/12/2019	14/12/2019
VILLAGE - MONGALIAN, P.O:- GHORASALA, P.S:- English Bazar, District:-Malda, West Bengal, India, PIN - 732102 Sex: Male, By Caste: Muslim, Occupation: Professionals, Citizen of: India, PAN No.:: BGZPM0316P, Aadhaar No Not Provided by UIDAI, Status : Individual, Executed by: Self, Date of Execution: 14/12/2019 , Admitted by: Self, Date of Admission: 14/12/2019 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED 299/38, HATIARA SHERIFF, P.O.- HATIARA, P.S.- New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700157, PAN No.:: AAKCP6564F,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
	MOHAMAD MOKIM SARDAR (Presentant) Son of Late HAJI MOHAMMAD MAJID SARDAR Date of Execution - 14/12/2019, , Admitted by: Self, Date of Admission: 14/12/2019, Place of Admission of Execution: Office			
		Dec 14 2019 1:59PM	L1 14/12/2019	14/12/2019
HATIARA SHERIFF, P.O:- HATIARA, P.S:- New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700157, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: AXHPS1295H,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED (as DIRECTOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr ARUN KUMAR SAHA Son of Late PANCHUGOPAL SAHA 31B, NIMU GOSWAMI LANE, P.O.- HATKHOLA, P.S.- Jorabagan, District:- Kolkata, West Bengal, India, PIN - 700005			
	14/12/2019	14/12/2019	14/12/2019
Identifier Of MOHAMMAD GOLAM MURTAZA, MOHAMAD MOKIM SARDAR			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	MOHAMMAD GOLAM MURTAZA	PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED-2.475 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S.-Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Kalikapur, JI No: 40, Pin Code : 700135

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 456, LR Khatian No:- 3297	Owner:মহঃ গোলাম মুর্তাযা , Gurdian:মহঃ ইদরিস আল, Address:বঙ্গলজান, পো.- ঘোড়খালা, থানা-রঘুনাথগঞ্জ, জেলা- হুর্দিদাবাদ, পিন কোড- 742229, Classification:বাগান, Area:0.02000000 Acre,	MOHAMMAD GOLAM MURTAZA

Endorsement For Deed Number : I - 190411550 / 2019

On 14-12-2019

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 13:40 hrs on 14-12-2019, at the Office of the A.R.A. - IV KOLKATA by MOHAMAD MOKIM SARDAR ,,

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 9,65,250/-

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

Execution is admitted on 14/12/2019 by MOHAMMAD GOLAM MURTAZA, Son of Md IDRIS ALI, VILLAGE - MONGALJAN, P.O: GHORASALA, Thana: English Bazar, , Malda, WEST BENGAL, India, PIN - 732102, by caste Muslim, by Profession Professionals

Indetified by Mr ARUN KUMAR SAHA, , , Son of Late PANCHUGOPAL SAHA, 31B, NIMU GOSWAMI LANE, P.O: HATKHOLA, Thana: Jorabagan, , Kolkata, WEST BENGAL, India, PIN - 700005, by caste Hindu, by profession Service

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

Execution is admitted on 14-12-2019 by MOHAMAD MOKIM SARDAR, DIRECTOR, PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED, 299/38, HATIARA SHERIFF, P.O:- HATIARA, P.S:- New Town, District:- North 24-Parganas, West Bengal, India, PIN - 700157

Indetified by Mr ARUN KUMAR SAHA, , , Son of Late PANCHUGOPAL SAHA, 31B, NIMU GOSWAMI LANE, P.O: HATKHOLA, Thana: Jorabagan, , Kolkata, WEST BENGAL, India, PIN - 700005, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 155/- (B = Rs 50/- ,E = Rs 21/- ,I = Rs 55/- ,M (a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 155/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/12/2019 11:20AM with Govt. Ref. No: 192019200119137411 on 14-12-2019, Amount Rs: 155/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKL5983831 on 14-12-2019, Head of Account 0030-03-104-001-15

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 4,921/-

Description of Stamp

1. Stamp Type: Impressed, Serial no 152792, Amount: Rs.100/-, Date of Purchase: 13/12/2019, Vendor name: S MUKHERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/12/2019 11:20AM with Govt. Ref. No: 192019200119137411 on 14-12-2019, Amount Rs. 4,921/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKL5983831 on 14-12-2019, Head of Account 0030-02-103-003-02



Tridip Misra

**ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA**

Kolkata, West Bengal

817/19.

08056/19



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL



E 954539

1904

1533986/19

Signature
17/8/19

Additional Registrar of
Assurances, Kolkata

Certified that the Document is admitted to Registration. The Registrar General and the enforcement officers attached to this document are the part of this Document.

Signature

Additional Registrar
of Assurances, Kolkata

17 AUG 2019

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the *17th* day of *August*
TWO THOUSAND AND NINETEEN (2019);
BETWEEN

GOVT. OF WEST BENGAL
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201920-005992301-1
GRN Date: 17/08/2019 11:43:47
BRN: IK0AEKHWO0
Payment Mode: Online Payment
Bank: State Bank of India
BRN Date: 17/08/2019 11:45:17

DEPOSITOR'S DETAILS

Name: MOKIM SARDAR
Contact No.: Mobile No.: +91 9830279495
E-mail:
Address: 299 by 38 HATIARA NEW TOWN KOLKATA 700157
Applicant Name: Org PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED
Office Name:
Office Address:
Status of Depositor: Buyer/Claimants
Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement

Id No. : 19040001333986/2/2019
(Query No./Query Year)

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	19040001333986/2/2019	Property Registration- Stamp duty	0030-02-103-003-02	35021
2	19040001333986/2/2019	Property Registration- Registration Fees	0030-03-104-001-16	1105
Total				36126

In Words: Rupees Thirty Six Thousand One Hundred Twenty Six only



(Handwritten signature)

1. **NARGIS MOLLA (PAN : CACPM4769A)**, daughter of Niyamat Molla, by faith Muslim, by nationality Indian, by occupation Medical Practitioner, residing at Babnan, P.O. Babnari, P.S. Dadpur, District- Hooghly, Pin- 712305.
2. **MOHAMMAD YUSUF ALI (PAN : AJNPA4248E)**, son of Hazi Md Hasen Ali, by faith Muslim, by nationality Indian, by occupation Engineer, residing at Mahalandi, P.O. Mahalandi, P.S. Kandi, District – Murshidabad, Pin – 742136,
3. **MIRZA MOHAMMED AMINUR RAHAMAN (PAN : BGKPR8116B)**, son of Mirza Golam Mastafa, by faith Muslim, by nationality Indian, by occupation Service, residing at Shitalpur, P.O. Arandi, P.S. Arambag, District – Hooghly, Pin – 712413,
4. **MD ZEUL KHAN (PAN : ANRPK3630L)**, son of Md. Manjur Khan, by faith Muslim, by nationality Indian, by occupation Business, residing at Village Kalikapur Kabirajpara, P.O. Kaliachak, P.S. Kaliachak, District Malda, Pin 732201,
5. **ABUL FAZAL (PAN : AAMPF9571B)**, son of Md. Abdul Jabbar Shaikh, by faith Muslim, by nationality Indian, by occupation Engineer, residing at Village Lakshminarayanpur, P.O. Jibanti, P.S. Kandi, District – Murshidabad, Pin – 742136,
6. **SAADIA JAMIL IMAM (PAN : AAWPI8758D)**, wife of Md Bahauddin Shaikh, by faith Muslim, by nationality Indian, by occupation Engineer, residing at Merin Regent, 1st Floor Flat 1A, 9 Shambhu Babu Lane, Post Office- Entally, Police Station- Entally, Dist- Kolkata, Kolkata- 700 014.
7. **MEHERUN NESSA (PAN : BSGPN9524D)**, wife of Md Ahsanullah, by faith Muslim, by nationality Indian, by occupation Civil Engineer, residing at Village- Kharki, Post office –Bohera, Police Station-Duttapukur, Dist- North 24 Parganas, PIN- 743294
8. **SHREYA PAUL SEKH (PAN : DMAPS9416M)**, wife of Md. Gasuddin Sk, by faith Muslim, by nationality Indian, by occupation Government Service, residing at Village Kalikapur Purbapara, P.O. Kalikapur, P.S. Katwa, District – East Burdwan, Pin – 713502,
9. **MOHAMMAD SAH NAWAJ (PAN : ANOPN4072E)**, son of Sekh Sayed Ali, by faith Muslim, by nationality Indian, by occupation Private Service, residing at Village- Rajnagar, Post Office- Maliha, Police Station- English Bazar, Dist- Malda, PIN- 732102,

19. MAHAMMAD ABDUR RAHAMAN (PAN : BEEPR2854A), son of Md. Absar Ali, by faith – Muslim, by nationality – Indian, by occupation – Medical Practitioner, residing at Village Shankarpur, P.O. Rautara, P.S. Sadaipur, District : Birbhum, Pin – 731126, herein after referred to as the **OWNER/VENDORS** (which expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective heirs, legal representatives, administrators, executors, successors and assigns of the **FIRSTPART;**

AND

PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED (PAN – AAKCP6564F), a private limited company, having its registered office at 299/38, Hatlira Sheriff, P.O. – Hatlira, P.S. – Newtown, Kolkata – 700157, District – North 24 Parganas, represented by its director **MOHAMAD MOKIM SARDAR (PAN – AXHPS1295H)**, son of Late Haji Mohammad Majid Sardar, residing at Hatlira Sheriff, P.O. – Hatlira, P.S. – Newtown, Kolkata – 700157, District – North 24 Parganas, both are by faith – Islam, by Nationality – Indian, by Occupation – Business, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors, successors-in-interest and assigns of the **SECOND PART;**

WHEREAS:

A. The owners above named are the joint owners of the Schedule Property and have entered into an understanding with the Developer for the development of the Schedule Property on such terms & conditions as recorded herein below.

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

4. Subject Matter of Agreement

4.1 Development of Said Property: Understanding between the Owners and the Developer with regard to development (in the manner specified in this Agreement) of (1) land measuring 47.025 decimals out of 49.5 Decimal comprised in Mouza Kalikapur, L.R. Plot No. 456, previous Owners' L.R.

- 10. SAIKH ATATUR RAHAMAN (PAN : APTPR4255G)**, son of Sk Mosiar Rahaman, by faith Muslim, by nationality Indian, by occupation Business, residing at 4th Floor, 171/C/2, Picnic Garden Road, P.O. Tiljala, P.S. Tiljala, District – South 24 Parganas, Kolkata – 700039,
- 11. SEIKH RAJIM ALI (PAN : ANHPA2272Q)**, son of Seikh Jamir Ali, by faith Muslim, by nationality Indian, by occupation Computer Engineer, residing at VIII – Pasonda, P.O. Pasonda, P.S. Madhabdihi, District – Burdwan, PIN- 713421
- 12. MOHAMMAD SABIR ALI (PAN : CPGPA6200P)**, son of Mohammad Samtul Ali, by faith Muslim, by nationality Indian, by occupation Professor, residing at Village - Sagardighi Blockpara, P.O. Sagardighi, P.S. Sagardighi, District – Murshidabad, Pin 742226,
- 13. KAZI IMRAN ALAM (PAN : ATVPA4228L)**, Son of Kazi Guifam Alam, by faith Muslim, by nationality Indian, by occupation Engineer, residing at Village- Uttar Pirpur, Post Office- Baniban, Police Station- Uluberia, Dist- Howrah, PIN- 711316,
- 14. SAIN SHAIKH (PAN : BZWPS9003F)**, son of Akkas Shaikh, by faith Muslim, by nationality Indian, by occupation Professor, residing at Village- Dasher Chak, Post Office- Paikmari, Police Station- Domkal, District- Murshidabad, PIN- 742304,
- 15. SARIFUL ISLAM (PAN : ACZPI7904G)**, son of Asraful Islam, by faith Muslim, by nationality Indian, by occupation Medical Practitioner, residing at Village- Kumarpur, Post Office- Natlal, Police Station- Jalangi, Dist- Murshidabad, PIN- 742308,
- 16. MAHAMMED YUSUF KHAN (PAN : ATUPK9614K)**, son of Mahammed Manjur Khan, by faith Muslim, by nationality Indian, by occupation Business, residing at Village - Kalikapur, P.O. Kaliachak, P.S. Kaliachak, District – Malda, Pin – 732201,
- 17. NASER ALI MALLIK (PAN : AESPN3032M)**, son of Kasem Mallik, by faith Muslim, by nationality Indian, by occupation Government Service, residing Village- Ballarpur, Post Office- Balitha, Police Station- Kotulpur, Dist- Bankura, PIN- 722141,
- 18. TUHIN AHMED (PAN : BDUPA4389L)**, son of Abdul Ohab, by faith Muslim, by nationality Indian, by occupation Business, residing at Village - Jagatour, P.O. Ghona, P.S. Basirhat, District – North 24 Parganas, Pin – 743445,

19. **MAHAMMAD ABDUR RAHAMAN (PAN : BEEPR2854A)**, son of Md. Absar Ali, by faith – Muslim, by nationality – Indian, by occupation – Medical Practitioner, residing at Village Shankarpur, P.O. Rautara, P.S. Sadaipur, District : Birbhum, Pin – 731126, herein after referred to as the **OWNER/VENDORS** (which expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective heirs, legal representatives, administrators, executors, successors and assigns of the **FIRSTPART;**

AND

PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED (PAN – AAKCP6564F), a private limited company, having it's registered office at 299/38, Hatiara Sheriff, P.O. – Hatiara, P.S. – Newtown, Kolkata – 700157, District – North 24 Parganas, represented by its director **MOHAMAD MOKIM SARDAR (PAN - AXHPS1295H)**, son of Late Haji Mohammad Majid Sardar, residing at Hatiara Sheriff, P.O. – Hatiara, P.S. – Newtown, Kolkata – 700157, District - North 24 Parganas, both are by faith – Islam, by Nationality – Indian, by Occupation – Business, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors, successors-in-interest and assigns of the **SECOND PART;**

WHEREAS:

A. The owners above named are the joint owners of the Schedule Property and have entered into an understanding with the Developer for the development of the Schedule Property on such terms & conditions as recorded herein below.

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

4. Subject Matter of Agreement

4.1 **Development of Said Property:** Understanding between the Owners and the Developer with regard to development (in the manner specified in this Agreement) of (1) land measuring 47.025 decimals out of 49.5 Decimal comprised in Mouza Kalikapur, L.R. Plot No. 466, previous Owners' L.R.

Khatian Nos. 1139 and 1140, Present Owners' Khatian Nos. 3290, 3292, 3291, 3293, 3294, 3296, 3295, 3297, 3298, 3299, 3300, 3301, 3302, 3303, 3304, 3305, 3306, 3307, 3308, 3309, District- North 24 Parganas, Police Station- Rajarhat, within Patharghata Gram Panchayat, Pin-700135 (more fully described in of the 1st Schedule below by construction of a ready-to-use new multi-storied buildings on the Said Property (**New Buildings**).

- 4.2 **Allocation and Demarcation of Respective Entitlements:** Allocation and demarcation of the respective entitlements of the Owners and the Developer in the New Buildings to be constructed on the Said Property.

5. Representations, Warranties and Background

- 5.1 **Owners' Representations:** The Owners have represented, warranted and covenant to the Developer as follows:

5.1.1 **Purchase by Present Owners:** By a Bengali Deed of Sale dated 14th December, 2018 Sujit Mondal, son of Lakshmi Kanta Mondal alias Kanta Mondal and Gour Hari Mondal, son of Late Kamal Mondal sold, transferred and conveyed land measuring 49.5 Decimal comprised in Mouza Kalkapur, L.R. Plot No. 466, previous Owners' L.R. Khatian Nos. 1139 and 1140, District- North 24 Parganas, Police Station- Rajarhat, within Patharghata Gram Panchayat, Pin-700135 unto and in favour of the Landowners abovenamed and another (the remaining owner herein after referred to as the Co - owner wherever the context so requires). The said Deed of Conveyance was duly registered before Additional District Sub Registrar, Rajarhat and recorded in Book No.1, Volume No.1523-2018, Pages from 469628 to 469681, Being No.152314294 for the year 2018.

5.1.2 **Ownership of Property:** In the abovementioned circumstances, (1) Nargis Molla (2) Md. Yusuf Ali (3) Mirza Md. Aminur Rahaman (4) Md. Zeaul Khan (5) Abul Fajal (6) Saadia Jamil Imam (7) Meherun Nesa (8) Shreya Paul Sk (9) Md. Sah Nawaj (10) Saikh Ataur Rahaman (11) Sk Rajim Ali (12) Md. Sabir Ali (13) Kazi Imran Alam (14) Sain Shalkh (15) Sariful Islam (16) Md. Yusuf Khan (17) Naser Ali Mallik (18) Tuhin Ahmed (19) Md. Abdur Rahaman and the co -owners have become the joint owners of the Property.

- 5.1.3 Owners have Marketable Title:** The right, title and interest of the Owners in the Said Property are free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and *lispendens*.
- 5.1.4 Owners to Ensure Continuing Marketability:** The Owners shall ensure that title of the Owners to the Said Property continue to remain marketable and free from all encumbrances till the completion of the development of the Said Property.
- 5.1.5 Owners have Authority:** The Owners have full right, power and authority to enter into this Agreement.
- 5.1.6 No Prejudicial Act:** The Owners have 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.
- 5.1.7 No Acquisition/Requisition:** The Owners declare that the Said Property has not been acquired, required or included in any scheme of acquisition or requisition and the Owners have neither received nor are aware of any notice or order from any Authority or Statutory Body or Government Department for any such acquisition, requisition or scheme.
- 5.1.8 No Excess Land:** The Said Property does not contain any excess land and the Owners also does not hold any excess land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- 5.1.9 No Encumbrance:** The Owners have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing (including creation of statutory or customary right of easement) whereby the

Said Property or any part thereof can or may be impeached, encumbered or affected in title. The Said Property is free from all claims, demands, encumbrances, mortgages, equitable mortgages, charges, liens, attachments, *lis pendens*, uses, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, restrictions and liabilities whatsoever or howsoever made or suffered by the Owners and the title of the Owners to the Said Property is good, free, clear, bankable and marketable.

5.1.10 Right, Power and Authority to Develop: The Owners have good right, full power, absolute authority and indefeasible title to develop, grant, sell, convey, transfer, assign and assure the Said Property.

5.1.11 No Dues: No revenue, cess, municipal taxes, other taxes, surcharges, impositions, outgoings or levies of any nature whatsoever in respect of the Said Property is due to the Government or any other authority or authorities and no demands, recovery proceedings or Certificate Cases are pending for realization of any dues from the Owner.

5.1.12 No Right of Pre-emption: No person, entity or authority whatsoever have/had/has or ever claimed any right of pre-emption over and in respect of the Said Property or any part thereof.

5.1.13 No Mortgage: No mortgage or charge has been created by the Owners in respect of the Said Property or any part thereof, whether by deposit of title deeds or otherwise.

5.1.14 No Previous Agreement: The Owners have ascertained that the Said Property is not the subject matter of any previous agreement, whether oral or in writing.

5.1.15 No Guarantee: The Said Property is not affected by or subject to any corporate guarantee or personal guarantee for securing any financial accommodation.

5.1.16 No Bar by Court Order or Statutory Authority: There is no order of Court or any other statutory authority prohibiting the Owners from developing, selling, transferring and/or alienating the Said Property or any part thereof.

5.1.17 No Transfer: The Owners have not created any third party interest of any nature whatsoever and/or has not delegated any of the Owners' right to any third party in any manner whatsoever.

5.1.18 Inspection: The Owners shall have right to inspect the construction work through their engineer and bring to the Developer's Notice any work undertaken by the Developer which is not in accordance with the Specifications (as recorded in the Second Schedule) and/or the sanction plan and the Developer shall accordingly take steps to ensure that the specifications are adhered to while undertaking construction work.

5.1.19 Developer's Representations: The Developer has represented and warranted to the Owners as follows:

5.2.1 **Infrastructure and Expertise of Developer:** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.

5.2.2 **Financial Arrangement:** 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, *inter alia* by way of arranging construction finance, whether through mortgage, in part or full, against the Developer's Allocation in the New Buildings on the Said Property.

- 5.2.3 **No Neglect:** The Developer shall not neglect the project of development of the Said Property and shall accord the highest priority, financial as well as infrastructural, to the development of the Said Property.
- 5.2.4 **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- 5.2.5 **Other Terms:** (i) Disputes regarding construction with any third party contractor shall not delay the Project; (ii) the Owners shall not be affected for any legal proceedings arising between the Developer and the intending purchasers of Developer's Allocation, during the construction period.
- 5.3 **Decision to Develop:** The Owners decided to develop the Said Property. Pursuant thereto, preliminary discussions were held with the Developer for taking up the development of the Said Property by constructing the New Buildings (**Project**).
- 5.4 **Finalization of Terms Based on Reliance on Representations:** Pursuant to the above and relying on the representations made by the Parties to each other as stated above, final terms and conditions [superseding all previous correspondence and agreements (oral or written) between the Parties] for the Project are being recorded by this Agreement.

6. **Basic Understanding**

- 6.1 **Development of Said Property by Construction of New Buildings:** The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by construction of the New Buildings thereon on co-venture basis, with (1) specified inputs and responsibility sharing by the Parties and (2) exchange with each other of their specified inputs. (3) that all costs and expenses relating to construction shall be borne by the Developer (4) The developer shall enter into a development agreement with the Co owners on similar terms and conditions in respect of the co owners land.

- 6.2 **Nature and Use of New Buildings:** The New Buildings shall be constructed in accordance with architectural plan (**Building Plans**) to be prepared by the Architect/s appointed by the Developer from time to time (**Architect**) and sanctioned by the Patharghata Gram Panchayat and other statutory authorities concerned with sanction (collectively **Planning Authorities**), as a ready-to-use building with specified areas, amenities and facilities to be enjoyed in common.

7. Appointment and Commencement

- 7.1 **Appointment:** The Parties hereby accept the Basic Understanding between and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations, the Owners hereby appoint the Developer as the developer of the Said Property with right to execute the Project and the Developer hereby accepts the said appointment by the Owners.
- 7.2 **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.

8. Sanction and Construction

- 8.1 **Sanction of Building Plans:** The Developer (as the agent of the Owners at its own responsibility) shall, at the earliest, obtain from the Planning Authorities, sanction of the Building Plans. In this regard it is clarified that (1) full potential of FAR of the Said Property shall be utilized for construction of the New Buildings, (2) the Developer shall be responsible for obtaining all sanctions, permissions, clearances and approvals needed for the Project (including final sanction of the Building Plans and Completion Certificate) and

(3) all costs and fees for sanctions, permissions, clearances and approvals shall be borne and paid by the Developer.

- 8.2 **Architect and Consultants:** The Owners confirm that the Owners have 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 Owners shall have no liability or responsibility.
- 8.3 **Construction of New Buildings:** The Developer shall, at its own expenses and without creating any financial or other liability on the Owners construct, erect and complete the New Buildings on the Said Property comprising of buildings and Common Portions in accordance with the sanctioned Building Plans.
- 8.4 **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties, the Developer will commence the construction work within 6 (six) months from the date of signing of this Agreement, subject to receipt of all relevant clearances with regard to the construction of New Buildings, including but not limited to any pending mutations, conversions, clearances, sanctions, approvals, licenses, no objection certificates etc. from all relevant authorities, and also subject to fulfilment of the other obligations undertaken by the Owner and/or the Confirming Party as recorded in this Agreement and shall try to complete the entire process of development of the Said Property and construct, erect and complete the New Buildings and handover the Owners' Allocation within a period of 30 (thirty) months from the date of sanctioned of Building Plans (**Completion Time**), provided however the Completion Time may be extended subject to Force Majeure if required and thereafter. The completion time shall have an automatic grace period of six (6) months. In case the Developer is unable to handover possession of the Owners' Allocation within the Completion Time, the Developer shall pay a compensation of Rs 2/- (Rupees Two) only per sq feet per month to the Owners (**Delay**

Compensation), except where such delay is attributable to Force Majeure or to the Owners. No Delay Compensation shall be paid for any period for which development is suspended due to a delay caused by or attributable to the Owners.

- 8.5 **Common Portions:** The Developer shall at its own costs install, erect and construct in the New Buildings common areas, amenities and facilities such as stairways, lifts, passages, electric meter room, pump room, reservoir, over head water tank, water pump and motor, water connection, drainage connection, sewerage connection as per the sanctioned Building Plans and other facilities required for establishment, enjoyment and management of the New Buildings (collectively **Common Portions**). For permanent electric connection to the flats/units and other spaces in the New Buildings (**Flats**) and all kind of other development costs/deposits payable for the Flats, the intending purchasers (collectively **Transferees**) shall pay the said costs/deposits demanded by the Developer, other agencies, etc. and the Owners shall also pay the same for the Flats in the Owners' Allocation. It is clarified that the expression Transferees includes the Owners and the Developer, to the extent of unsold or retained Flats in the New Buildings. The Owners shall pay all rates and taxes in respect of the flats pertaining their Allocation.
- 8.6 **Building Materials:** The Developer shall be authorized 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 Owners and required for the construction of the New Buildings and the Owners shall not be responsible for the quality of the building materials.
- 8.7 **Temporary Connections:** The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage charges.

8.8 **Co-operation by Owners:** The Owners 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 Owners shall provide all co-operations that may be necessary for successful completion of the Project.

9. Possession

9.1 **Vacating by Owners:** Simultaneously with the registration of this Agreement, the Owners have handed over *khas*, vacant, peaceful and physical possession of the entirety of the Said Property to the Developer, for the purpose of execution of the Project. Till such time the Developer continues with the work of construction and/or till such time the Owners are handed over their allocations the Developer shall provide temporary residential accommodation to the owners at the cost of the Developer.

10. Powers and Authorities

10.1 **Power of Attorney for Building Plans Sanction:** The Owners shall grant to the Developer a Power of Attorney for the purpose of getting the Building Plans sanctioned/ revalidated/ modified/ altered by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Buildings.

10.2 **Power of Attorney for Construction and Sale of Developer's Allocation:** The Owners shall also grant to the Developer a Power of Attorney for construction of the New Buildings and booking and sale of the Developer's Allocation including proportionate land share pertaining to the Flats.

10.3 **Amalgamation and Extension of Project:** Notwithstanding grant of the aforesaid Powers of Attorney, the Developer hereby undertakes that any

amalgamation and/or extension of the Project shall be undertaken only subject to mutual agreement of the Parties. However, the Owners, subject to such mutual agreement, assure and undertake to execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to amalgamate the Said Property with the adjoining plots for extension of the Project and use of Common Portions.

10.4 **No Obstruction for Addition of Plots:** The Developer shall be entitled to purchase additional plots adjacent to the Said Property or can enter into joint venture agreement for development of any plots adjacent to the Said Property. However, any amalgamation of the same with the Said Property and construction of additional building/buildings therein shall be subject to mutual agreement between the Parties.

10.5 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all acts under this Agreement.

11. Owners' Consideration

11.1 **Owners' Allocation:** The Owners are and shall be entitled to 19 numbers of residential flats with sellable area of 762 sq feet each and 19 numbers of covered car parking space to comprise in the following units as per the identifications as set out hereinafter . It is clarified that the Developer's Allocation shall include undivided, impartible and indivisible proportionate share in (1) the Common Portions of the Project and (2) the land contained in the Said Property

NAME	Super Built Up Area	Car Parking Covered
(1) NARGIS MOLLA	762 Sq feet	One Car Parking
(2) MD. YUSUF ALI	762 Sq feet	One Car Parking
(3) MIRZA MD. AMINUR	762 Sq feet	One Car Parking

RAHAMAN		
(4) MD. ZEAUL KHAN	762 Sq feet	One Car Parking
(5) ABDUL FAJAL	762 Sq feet	One Car Parking
(6) SAADIA JAMIL IMAM	762 Sq feet	One Car Parking
(7) MEHERUN NESA	762 Sq feet	One Car Parking
(8) SHREYA PAL SK	762 Sq feet	One Car Parking
(9) MD. SAH NAWAJ	762 Sq feet	One Car Parking
(10) SAIKH ATATUR RAHAMAN	762 Sq feet	One Car Parking
(11) SK RAJIM ALI	762 Sq feet	One Car Parking
(12) MD. SABIR ALI	762 Sq feet	One Car Parking
(13) KAZI IMRAN ALAM	762 Sq feet	One Car Parking
(14) SAIN SHAIKH	762 Sq feet	One Car Parking
(15) SARIFUL ISLAM	762 Sq feet	One Car Parking
(16) MD. YUSUF KHAN	762 Sq feet	One Car Parking
(17) NASER ALI MALLICK	762 Sq feet	One Car Parking
(18) TUHIN AHMED	762 Sq feet	One Car Parking
(19) MAHAMMAD ABDUR RAHAMAN	762 Sq feet	One Car Parking

- 11.2 **[Refundable Advance]**, Refundable interest free advance of Rs. 1,00,000/- (Rupees One lac) as been received by the Owners from the Developer being the amount paid by the Developer receipt of which the Owners hereby admit and acknowledge. It is further clarified that the Possession Letter/s shall be issued by the Developer to the Owners at the time of handing over possession of the Owners' Allocation. The Owners' Allocation shall be heritable and freely transferable.

12. Developer's Consideration

- 12.1 **Developer's Allocation:** The Developer shall be fully and completely entitled to (1) the balance constructed area of the total constructed area of the Project on the Said Property, excluding Owner's Allocation, comprising of (a) residential and/or commercial units in the Project and (b) open and

covered car parking spaces in the Project and (2) undivided proportionate share in the area for access to Common Portions (collectively **Developer's Allocation**). It is clarified that the Developer's Allocation shall include undivided, impartible and indivisible proportionate share in (1) the Common Portions of the Project and (2) the land contained in the Said Property.

13. Dealing with Respective Allocations

13.1 Demarcation of Respective Allocations: The Parties have mutually agreed that on sanction of the Building Plans, the Parties shall formally demarcate their respective allocations based on the Building Plans, which may be altered on the basis of actual construction, and the details of such alteration shall be intimated to the Landowners. It has been mutually agreed that out of the Owners' total Allocation which shall be handed over by the Developer to the Owners in terms of this Agreement. The Units pertaining to the Owners' Allocation shall be the specific area to be handed over to the Owners and all the remaining areas shall belong to the Developer, the specific allocation of the landowners to be owned by the landowners shall be finalized by lottery to be drawn after issuance of sanctioned plan and if required a supplementary agreement shall be executed to confirm such identifications inter-se amongst the landowners.

13.2 Owners' Allocation: The Owners shall be entitled to the Owners' Allocation with right to transfer or otherwise deal with the same in any manner the Owners deem appropriate and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Owners' Allocation. It is clearly understood that the dealings of the Owners with regard to the Owners' Allocation shall not in any manner fasten or create any financial liabilities upon the Developer. However, any transfer of any part of the Owners' Allocation shall be subject to the other provisions of this Agreement.

- 13.3 Under all circumstances the Developer shall be obliged to handover the demarcated units pertaining to the Owners' Allocation and the Developer shall not charge any amount as additional consideration save and except an amount of Rs.100/- per square feet as extra charges for DG Set and Transformer. In the event the area of the specific units are reduced upon completion of construction in such event the Developer shall pay to the Landowners an amount to be calculated on the basis of the then prevailing market value per square feet for each square feet of reduced area.
- 13.4 **Developer's Allocation:** The Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the same, including proportionate land share comprised in Developer's Allocation, in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Developer's Allocation. It is clearly understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owners. However, any transfer of any part of the Developer's Allocation shall be subject to the other provisions of this Agreement.
- 13.4 **Transfer of Developer's Allocation:** In consideration of the Developer constructing and handing over the Owners' Allocation to the Owners and meeting other obligations towards the Owners, the Owners shall execute deeds of conveyances of the undivided share in the land contained in the Said Property and the Building Plans as be attributable to the Developer's Allocation, in such part or parts as shall be required by the Developer. Such execution of conveyances shall be through the Developer exercising the powers and authorities mentioned in this Agreement.
- 13.5 **No Objection to Allocation:** The Parties confirm that neither Party has any objection with regard to their respective allocations.

- 13.6 **Cost of Transfer:** The Parties shall bear their respective costs for transfer of their respective allocations which includes costs towards stamp duty and registration fees and all other expenses.

14. Taxes and Outgoings

- 14.1 **Relating to Period Prior to Date of Sanction of Building Plans:** All *panchayat* rates, taxes, penalty, interest and outgoings (collectively **Rates**) on the Said Property relating to the period prior to the date of Agreement shall be the liability of the Owners and the same shall be borne, paid and discharged by the Owners as and when demanded.

- 14.2 **Relating to Period After Sanction of Building Plans:** As from the date of sanction of the Building Plans, the Developer shall be liable for the Rates in respect of the Said Property and from the Possession Date the Parties shall become liable and responsible for the Rates in the ratio of their sharing in the New Buildings.

- 14.3 **Tax:** The Owners and the Developer shall be liable to bear their respective share of service taxes, as applicable.

15. Possession and Post Completion Maintenance

- 15.1 **Possession of Owners' Allocation:** The Developer shall intimate the Owners to take possession of Owners' Allocation, in good habitable and completed condition, and if within a period of 15 (fifteen) days of such intimation the Owners fail to take possession then it shall be deemed that the Developer has delivered possession to the Owners.

- 15.2 **Possession Date and Rates:** On and from such date of the Owners taking physical possession or the aforementioned deemed possession, whichever be

earlier (**Possession Date**), the Parties shall become liable and responsible for the Rates in respect of their respective Allocations.

- 15.3 **Punctual Payment and Mutual Indemnity:** The Parties shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities and the Parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them, as the case may be, consequent upon a default by the other.
- 15.4 **Maintenance:** The Developer and the Owners shall jointly and mutually frame a scheme for the management and administration of the New Buildings. The Owners hereby agree to abide by all the rules and regulations to be so framed for the management and administration of the New Buildings.
- 15.5 **Maintenance Charge:** The Transferees (includes buyer of Developer's Allocation) and the Owners shall manage and maintain the Common Portions and services of the New Buildings [if necessary, by forming a body (**Association**)] and shall collect the costs and service charge therefor (**Maintenance Charge**). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Buildings, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments. Advance/deposit towards Maintenance Charge shall also be collected, to ensure that funds are readily available for proper maintenance and upkeep of the New Buildings.

Owner will take charge for the maintenance of the newly constructed building only after complete sell of the property and complete handover (Officially). Till then it is the responsibility of the developer to properly maintain the building.

16. Common Restrictions

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

17. Obligations of Developer

17.1 **Completion of Development within Completion Time:** The Developer shall complete the development of the Said Property within the Completion Time.

17.2 **Compliance with Laws:** The execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure such compliance.

17.3 **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.

17.4 **Specifications:** The Developer shall construct the New Buildings as per the specifications given in the 2nd Schedule attached hereto (**Specifications**).

17.5 **Commencement of Project:** The development of the Said Property shall commence as per the Specifications, Building Plans, Scheme, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owners having no responsibility in respect thereof in any manner whatsoever.

17.6 **Tax Liabilities:** All tax liabilities applicable in relation to the development, namely sales tax, value added tax, GST, works contract tax and other dues shall be paid by the person liable to pay such tax in accordance with law.

- 17.7 **Permission for Construction:** It shall be the responsibility of the Developer to obtain all sanctions, permissions, clearances and approvals required from various Government authorities for sanction of the Building Plans and execution of the Project. The expenses to be incurred for obtaining all such sanctions, permissions, clearances and approvals shall be borne by the Developer.
- 17.8 **Boundary Wall:** The Developer at its own costs shall maintain the existing boundary wall in and around the Said Property which demarcates the Said Property as a distinct and identifiable piece and parcel of land.
- 17.9 **Amalgamation:** To take all necessary steps to amalgamate the Said Property from the concerned authority and to pay fees, costs and charges for that purpose.
- 18. Obligations of Owners**
- 18.1 **Co-operation with Developer:** The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.
- 18.2 **Act in Good Faith:** The Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 18.3 **Documentation and Information:** The Owners undertake to provide the Developer with any and all documentation, including original/certified copies of title documents and information relating to the Said Property as may be required by the Developer from time to time, during the term of this Agreement. All certified copies of title and other relevant documents shall remain in possession of the Developer.

- 18.4 **No Obstruction in Dealing with Developer's Functions:** The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement, save and except the Developer not performing its obligations and functions properly.
- 18.5 **No Obstruction in Construction:** The Owners covenant not to cause any interference or hindrance in the construction of the New Buildings unless there is any dispute arises regarding the quality of construction.
- 18.6 **No Dealing with Said Property:** The Owners covenant not to let out, grant lease, mortgage and/or charge the Said Property or any portions thereof, save in the manner envisaged by this Agreement.
- 18.7 **Records of Rights:** The Owners shall take all necessary measures to mutate all their names in the records of Land Revenue Settlement and to correct the records of right (ROR) pertaining to the area and share of plot comprised in the Said Property.
- 18.8 **Conversion:** The Owners shall take all necessary steps in connection with change of the nature and character of land contained in the Said Property *interalia* by way of approaching the concerned authorities and obtaining necessary orders for conversion of the Said Property to residential/commercial and thereafter paying fees and charges for the same in any case the entire lands shall be converted by the land owners at their own costs if not already converted.

19. Indemnity

- 19.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owners saved harmless and indemnified of from and against any and all loss, damage or liability which may be suffered by the Owners in relation to the construction of the New Buildings or violation of any permission, rules regulations or bye-laws.

19.2 **By the Owners:** The Owners hereby indemnify and agree to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability 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 Owners being incorrect.

20. Miscellaneous

20.1 **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.

20.2 **Title Certification:** The Developer's advocate shall certify the title and his certificates/recommendations shall be accepted by the Parties, without question, according to law. As a condition precedent to title certification, the Owners shall fully co-operate and produce all relevant papers and documents for the satisfaction of the Developer's advocate.

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

20.4 **Transaction Documentation:** The Advocate of the Developer shall draw all further documents pertaining to the future transaction of the Project, as has been mutually decided by the Owners and Developer herein.

20.5 **Original Title Documents:** All certified copies of title documents of the Said Property shall be handed over by the Owner to the Developer and thereafter to the syndicate/ committee/ body corporate/ company/ association to be formed under the West Bengal Apartment Ownership Act,

1972 (Association) at the time of handing over of the Project to the Association.

- 20.6 **Essence of Contract:** In addition to time, the Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 20.7 **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.
- 20.8 **Valid Receipt:** The Owners shall pass valid receipts for all amounts paid under this Agreement.
- 20.9 **No Partnership:** The Owners and the Developer have entered into this Agreement on principal to principal basis 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.
- 20.10 **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.
- 20.11 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings 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 Owners. Further, various applications and other documents (except any signature regarding mortgage of Owners' Allocation in the Said Property) may be required to be made or signed by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Developer for the

purpose and the Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer **provided that** all such acts, deeds, matters and things do not in any way infringe on the rights of the Owners in terms of this Agreement.

20.12 **Taxation:** The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owners' Allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

20.13 **Name of New Buildings:** The name of the New Buildings shall be decided by the Developer.

20.14 **Supervision:** There should be joint supervision right between the Owners and the Developers in the development of the New Building.

20.15 **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.

21. Defaults

21.1 **No Cancellation:** In the event of any default on the part of one Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement and also for damages.

22. Force Majeure

22.1 **Circumstances Of Force Majeure:** The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, workers and employees, (10) delay on account of receiving statutory permissions, (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations and (14) abnormal rise in cost of construction inputs and scarcity/short supply thereof (collectively **Circumstances Of Force Majeure**).

22.2 **No Default:** The Parties shall not be deemed to have defaulted in the performance of their contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances Of Force Majeure.

23. **Entire Agreement**

23.1 **Supercession:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied or written.

24. **Documents & Documentation**

24.1 **Originals:** The original of this Agreement shall be retained by the Developer and the Owners will keep a certified copy of the same.

24.2 **Transaction Documentation:** The advocate of the Developer has drawn this Development Agreement and shall draw all further documents (including standard agreements and conveyances) pertaining to the future transaction of the Project, with liberty to the Owners to seek reasonable clarifications.

25. Severance

25.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

26. Amendment/Modification

26.1 **Express Documentation:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

27. Notice

27.1 **Mode of Service:** Notices under this Agreement shall be served by messenger or registered post/speed post with acknowledgment due at the

above mentioned addresses of the Parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties. The Owners 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 each of the Owners.

28. Arbitration

28.1 **Disputes:** 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**) shall be referred to the Arbitral Tribunal, under the Arbitration and Conciliation Act, 1996, consist of such person as be decided/nominated by the Developer. The place of arbitration shall be Kolkata only and the language of the arbitration shall be English. The Interim/final award of the Arbitral Tribunal shall be binding on the Parties.

29. Jurisdiction:

29.1 **Courts:** In connection with the aforesaid arbitration proceedings, the District Court having territorial jurisdiction over the Said Property and the High Court at Calcutta only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

30. Rules of Interpretation

30.1 **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.

- 30.2 **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.
- 30.3 **Party:** In this Agreement, a reference to a Party includes that Party's successors and permitted assigns.
- 30.4 **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.
- 30.5 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 30.6 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 30.7 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

1st Schedule
(Property)

ALL THAT the piece and parcel of land measuring 47.025 decimals out of 49.5 Decimal comprised in Mouza Kalikapur, L.R. Plot No. 466, previous Owners' L.R. Khatian Nos. 1139 and 1140, Present Owners' Khatian Nos. 3290, 3292, 3291, 3293, 3294, 3296, 3295, 3297, 3298, 3299, 3300, 3301, 3302, 3303, 3304, 3305, 3306,

3307, 3308, 3309, District- North 24 Parganas, Police Station- Rajarhat, within Patharghata Gram Panchayat, Pin-700135, butted and bounded as follows :

ON THE NORTH :	Land of R.S & L.R Dag No. 465
ON THE SOUTH :	Land of Dag No. 466
ON THE EAST :	Pucca Panchayet Road.
ON THE WEST :	Land of R.S & L.R Dag No. 462

2nd Schedule (Specifications)

The decorated lobby at the ground level of the said building.

- Lobbies on all floors and staircase of the building.
- Water reservoirs/tanks of the said building.
- Drainage and sewage pipeline in the said building (save those inside any unit)
- Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the said building
- Electricity meters and space for their installation.
- A demarcated portion for recreation at roof top.
- There must be two separate lift (*OTIS Co*) for each of one tower, having load bearing capacity of 6 persons and transparent doors. Lift should have inverter system
- Network of intercom in the said building
- Network of cable TV 7 Internet in the said building.
- 24 hours water supply arrangement.

- Central water supply pipeline in the said complex.
- Water pumps and motors.
- Central drainage and sewage pipeline and connection with municipality, if available.
- Wiring, fitting and accessories for lighting of common portions of the said complex.
- Installation for receiving and distributing electricity from supply agency.
- Power backup generators for common areas and essential appliances (Light, Fan, Fridge)
- Boundary walls and main gate of the residential premises.
- Internal roads and walkways within the residential premises
- Lightening arrestor
 - Cement- Ultratech/ACC/Lafarge
 - Steel-TMT bar(Captain/SRMB)
 - Foundation- If pile comes as per soil test; it has to be carried out.
 - Grade of concrete – M25
 - Stair case- marble common area(Polished)
 - Internal- Putty finish
 - Ware- Havels

- AC point- Dining and Master Bed room
 - 16 Amp plug for washing machine, TV, Fridge, room heater
 - Window- Aluminum sliding window.
 - Bathroom-jaguar/Hindwire/Cera. Geyser point. Ceramic Wall Tiles
 - One Indian type and one western type bath room(as per customer choice)
 - Main door-Teak Wood
-
- Vitrified tile- 600×600
 - DG for common place, light, fan , fridge

31. Execution and Delivery

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

Witnesses:

1. *Arjun Kumar Saha*
31B, N.P. Ghosh Sarani Lane
K.O. 1.

Nargis Molla

1. NARGIS MOLLA

Md Yusuf Ali

2. MOHAMMAD YUSUF ALI

Mirza Md. Aminur Rahaman

3. MIRZA MOHAMMED AMINUR

3. *Xifoux Mandal*

*Naniogola, Krishnapur,
Kolkata-700102*

RAHAMAN

Md. Zeaul Khan

4. MOHD ZEAUL KHAN

Abul Fazal

5. ABUL FAZAL

Saadia Jamil Imam

6. SAADIA JAMIL IMAM

Meherun Nessa

7. MEHERUN NESSA

*Drafted by
Bilaban Basu
Advocate*

*High Court, Calcutta
COB/609/2013*

Shreya Paul Sekh
8. SHREYA PAUL SEKH

Md Sah Nawaj
9. MOHAMMAD SAH NAWAJ

Saikh
10. SAIKH ATATUR RAHAMAN

SK. Rajim Ali
11. SEIKH RAJIM ALI

Md. Sabir Ali
12. MOHAMMAD SABIR ALI

Kazi Imran Alam
13. KAZI IMRAN ALAM

Sain Shaikh
14. SAIN SHAIKH

Sariful Islam
15. SARIFUL ISLAM

Md Yusuf Khan
16. MAHAMMED YUSUF KHAN

Naser Ali Mallik
17. NASER ALI MALLIK

Tuhin Ahmed
18. TUHIN AHMED

Md. Abdur Rahman
19. MAHAMMAD ABDUR RAHAMAN






























NO. (1) TO (19) LAND OWNERS

For Promised Land InfraDevelopers Private Limited

Md Muzim Islam
Director Director

DEVELOPER













































SPECIMEN FORM FOR TEN FINGERS PRINT

	<p><i>M. M. Mokim Suman</i></p>					
		<p>Little Ring Middle Fore Thumb (Left Hand)</p>				
						
		<p>Thumb Fore Middle Ring Little (Right Hand)</p>				
	<p><i>Soodia Javid Duman</i></p>					
		<p>Little Ring Middle Fore Thumb (Left Hand)</p>				
						
		<p>Thumb Fore Middle Ring Little (Right Hand)</p>				
	<p><i>Kamal Shaiikh</i></p>					
		<p>Little Ring Middle Fore Thumb (Left Hand)</p>				
						
		<p>Thumb Fore Middle Ring Little (Right Hand)</p>				
	<p><i>Sariful Islam</i></p>					
		<p>Little Ring Middle Fore Thumb (Left Hand)</p>				
						
		<p>Thumb Fore Middle Ring Little (Right Hand)</p>				













































SPECIMEN FORM FOR TEN FINGERS PRINT

	<p>Md. Yusuf Ali</p>					
		<p>Little Ring Middle Fore Thumb (Left Hand)</p>				
						
		<p>Thumb Fore Middle Ring Little (Right Hand)</p>				
	<p>Abul Fozal</p>					
		<p>Little Ring Middle Fore Thumb (Left Hand)</p>				
						
		<p>Thumb Fore Middle Ring Little (Right Hand)</p>				
	<p>Shajera Paul St.</p>					
		<p>Little Ring Middle Fore Thumb (Left Hand)</p>				
						
		<p>Thumb Fore Middle Ring Little (Right Hand)</p>				
	<p>Md Yusuf Khan</p>					
		<p>Little Ring Middle Fore Thumb (Left Hand)</p>				
						
		<p>Thumb Fore Middle Ring Little (Right Hand)</p>				













































SPECIMEN FORM FOR TEN FINGERS PRINT

	<p><i>Umar</i></p>						<p align="center">Little Ring Middle Fore Thumb [Left Hand]</p>
							<p align="center">Thumb Fore Middle Ring Little [Right Hand]</p>
	<p><i>Mirza M.B. Aminul Rahaman</i></p>						<p align="center">Little Ring Middle Fore Thumb [Left Hand]</p>
							<p align="center">Thumb Fore Middle Ring Little [Right Hand]</p>
	<p><i>SK. Rajim ALI</i></p>						<p align="center">Little Ring Middle Fore Thumb [Left Hand]</p>
							<p align="center">Thumb Fore Middle Ring Little [Right Hand]</p>
	<p><i>Theben Thomas</i></p>						<p align="center">Little Ring Middle Fore Thumb [Left Hand]</p>
							<p align="center">Thumb Fore Middle Ring Little [Right Hand]</p>

SPECIMEN FORM FOR TEN FINGERS PRINT

	<p align="center"><i>Md. Zeau Swar</i></p>					
		Little Ring Middle Fore Thumb				
		(Left Hand)				
						
		Thumb Fore Middle Ring Little				
		(Right Hand)				
	<p align="center"><i>Meherun Nessa</i></p>					
		Little Ring Middle Fore Thumb				
		(Left Hand)				
						
		Thumb Fore Middle Ring Little				
		(Right Hand)				
	<p align="center"><i>Nayja Chowdhury</i></p>					
		Little Ring Middle Fore Thumb				
		(Left Hand)				
						
		Thumb Fore Middle Ring Little				
		(Right Hand)				
	<p align="center"><i>Md. Abdur Ralam</i></p>					
		Little Ring Middle Fore Thumb				
		(Left Hand)				
						
		Thumb Fore Middle Ring Little				
		(Right Hand)				

SPECIMEN FORM FOR TEN FINGERS PRINT

	<p align="center"><i>Md. Samir Ak</i></p>					
		Little Ring Middle Fore Thumb				
		(Left Hand)				
						
		Thumb Fore Middle Ring Little				
		(Right Hand)				
	<p align="center"><i>Md. Sabir Nawaj</i></p>					
		Little Ring Middle Fore Thumb				
		(Left Hand)				
						
		Thumb Fore Middle Ring Little				
		(Right Hand)				
	<p align="center"><i>Nasir Ali Malik</i></p>					
		Little Ring Middle Fore Thumb				
		(Left Hand)				
						
		Thumb Fore Middle Ring Little				
		(Right Hand)				
	<p align="center"><i>Kayi Anwar Alam</i></p>					
		Little Ring Middle Fore Thumb				
		(Left Hand)				
						
		Thumb Fore Middle Ring Little				
		(Right Hand)				

Major Information of the Deed



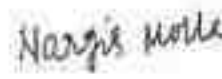
Deed No :	I-1904-08050/2019	Date of Registration	17/08/2019
Query No / Year	1904-0001333986/2019	Office where deed is registered	
Query Date	16/08/2019 6:50:54 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED 299/38, HATIARA SHERIFF, Thana : New Town, District : North 24-Parganas, WEST BENGAL, PIN - 700157, Mobile No. : 9830279495, Status : Buyer/Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]		
Set Forth value	Market Value		
	Rs. 1,79,56,449/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,021/- (Article:48(g))	Rs. 1,105/- (Article:E, E, B, M(a), M(b), I)		
Remarks			

Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Kalikapur, JI No: 40, Pin Code : 700135

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-466	LR-3290	Bastu	Bagan	47.025 Dec		1,79,56,449/-	Width of Approach Road: 20 Ft. Adjacent to Metal Road,
Grand Total :					47.025Dec	0 /-	179,56,449 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	NARGIS MOLLA Daugther of NIYAMAT MOLLA Executed by: Self, Date of Execution: 17/08/2019 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office			
		17/08/2019	L1 17/08/2019	17/08/2019
BABNAN, P.O:- BABNAN, P.S:- Dadpur, District:-Hooghly, West Bengal, India, PIN - 712305 Sex: Female, By Caste: Muslim, Occupation: Professionals, Citizen of: India, PAN No.:: CACPM4769A,Aadhaar No Not Provided, Status :Individual, Executed by: Self, Date of Execution: 17/08/2019 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office				



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED is incorporated on this Tenth day of July Two thousand nineteen under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U70109WB2019PTC232842.

The Permanent Account Number (PAN) of the company is AAKCP6564F */@

The Tax Deduction and Collection Account Number (TAN) of the company is CALP16792G */@

Given under my hand at Manesar this Tenth day of July Two thousand nineteen .



Digital Signature Certificate
VILAS SAMBHAJI HAJARE
DEPUTY REGISTRAR OF COMPANIES
For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mca.gov.in

Mailing Address as per record available in Registrar of Companies office:

PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED
299/38,, HATIARA SARIF, KOLKATA, Kolkata, West Bengal, India,
700157



For Promised Land InfraDevelopers Private Limited

* as issued by the Income Tax Department

-Director

M U Makhim Sarda
Director

ଓଡ଼ିଆ ଚିତ୍ରାଙ୍କନ

DATED THIS THE *15th* DAY OF, *August* 2019

ଓଡ଼ିଆ ଚିତ୍ରାଙ୍କନ

BETWEEN

|

NARGIS MOLLA & ORS.,

..... **OWNER/VENDORS**

AND

**PROMISED LAND INFRADEVELOPERS
PRIVATE LIMITED**

... **DEVELOPER'**



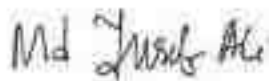


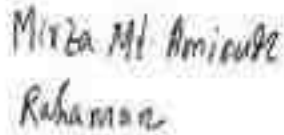





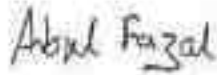
DEVELOPMENT AGREEMENT

|

A.K. CHOWDHARY & CO

Advocates

10, Old Post Office Street,
1st Floor, Room No. 21,
Kolkata-700001

2	Name MOHAMMAD YUSUF ALI Son of HAZI MD HASEN ALI Executed by: Self, Date of Execution: 17/08/2019 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office	Photo  17/08/2019	Finger Print  LTI 17/08/2019	Signature  17/08/2019
MAHALANDI, P.O:- MAHALANDI, P.S:- Kandi, District:-Murshidabad, West Bengal, India, PIN - 742136 Sex: Male, By Caste: Muslim, Occupation: Professionals, Citizen of: India, PAN No.:: AJNPA4248E,Aadhaar No Not Provided, Status :Individual, Executed by: Self, Date of Execution: 17/08/2019 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office				
3	Name MIRZA MOHAMMED AMINUR RAHAMAN Son of MIRZA GOLAM MASTAFA Executed by: Self, Date of Execution: 17/08/2019 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office	Photo  17/08/2019	Finger Print  LTI 17/08/2019	Signature  17/08/2019
VILLAGE - SHITALPUR, P.O:- ARANDI, P.S:- Arambag, District:-Hooghly, West Bengal, India, PIN - 712413 Sex: Male, By Caste: Muslim, Occupation: Service, Citizen of: India, PAN No.:: BGKPR8116B,Aadhaar No Not Provided, Status :Individual, Executed by: Self, Date of Execution: 17/08/2019 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office				
4	Name MOHD ZEUL KHAN Son of Md MANJUR KHAN Executed by: Self, Date of Execution: 17/08/2019 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office	Photo  17/08/2019	Finger Print  LTI 17/08/2019	Signature  17/08/2019
VILLAGE - KALIKAPUR, KABIRAJPARA, P.O:- KALIACHAK, P.S:- Kallachak, District:-Malda, West Bengal, India, PIN - 732201 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: ANRPK3630L,Aadhaar No Not Provided, Status :Individual, Executed by: Self, Date of Execution: 17/08/2019 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office				
5	Name ABUL FAZAL Son of Md ABDUL JABBAR SHAIKH Executed by: Self, Date of Execution: 17/08/2019 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office	Photo  17/08/2019	Finger Print  LTI 17/08/2019	Signature  17/08/2019

VILLAGE - LAKSHMINARAYANPUR, P.O:- JIBANTI, P.S:- Kandi, District:-Murshidabad, West Bengal, India, PIN - 742136 Sex: Male, By Caste: Muslim, Occupation: Service, Citizen of: India, PAN No.:: AAMPF9571B,Aadhaar No Not Provided, Status :Individual, Executed by: Self, Date of Execution: 17/08/2019
 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office

6	Name	Photo	Finger Print	Signature
	SAADIA JAMIL IMAM Wife of Md BHAUDDIN SHAIKH Executed by: Self, Date of Execution: 17/08/2019 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office			
		17/08/2019	LT 17/08/2019	17/08/2019












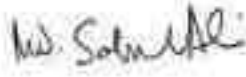
MERLIN REGENT, 9, SHAMBHU BABU LANE, P.O:- ENTALY, P.S:- Entaly, District:-Kolkata, West Bengal, India, PIN - 700014 Sex: Female, By Caste: Muslim, Occupation: Professionals, Citizen of: India, PAN No.:: AAWPI8758D,Aadhaar No Not Provided, Status :Individual, Executed by: Self, Date of Execution: 17/08/2019
 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office

7	Name	Photo	Finger Print	Signature
	MEHERUN NESSA Wife of Md AHSANULLAH Executed by: Self, Date of Execution: 17/08/2019 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office			
		17/08/2019	LT 17/08/2019	17/08/2019

VILLAGE - KALIKAPUR, P.O:- BOHARA, P.S:- Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 743294 Sex: Female, By Caste: Muslim, Occupation: Service, Citizen of: India, PAN No.:: BSGPN9524D,Aadhaar No Not Provided, Status :Individual, Executed by: Self, Date of Execution: 17/08/2019
 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office

8	Name	Photo	Finger Print	Signature
	SHREYA PAUL SEKH Wife of Md GIASUDDIN SEKH Executed by: Self, Date of Execution: 17/08/2019 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office			
		17/08/2019	LT 17/08/2019	17/08/2019

VILLAGE - KALIKAPUR, P.O:- KALIKAPUR, P.S:- Katwa, District:-Burdwan, West Bengal, India, PIN - 713502 Sex: Female, By Caste: Muslim, Occupation: Service, Citizen of: India, PAN No.:: DMAPS9416M,Aadhaar No Not Provided, Status :Individual, Executed by: Self, Date of Execution: 17/08/2019
 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office

9	Name	Photo	Finger Print	Signature
	MOHAMMAD SAH NAWAJ Son of SEKH SAYED ALI Executed by: Self, Date of Execution: 17/08/2019 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office			
		17/08/2019	LT 17/08/2019	17/08/2019
VILLAGE - RAJNAGAR, P.O:- ENGLISH BAZAR, P.S:- English Bazar, District:-Malda, West Bengal, India, PIN - 732102 Sex: Male, By Caste: Muslim, Occupation: Service, Citizen of: India, PAN No.:: ANOPN4072E,Aadhaar No Not Provided, Status :Individual, Executed by: Self, Date of Execution: 17/08/2019 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office				
10	Name	Photo	Finger Print	Signature
	SAIKH ATAUR RAHAMAN Son of SAIKH MOSIAR RAHAMAN Executed by: Self, Date of Execution: 17/08/2019 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office			
		17/08/2019	LT 17/08/2019	17/08/2019
171/C/2, PICNIC GARDEN, P.O:- TILJALA, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700039 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: APTPR4255G,Aadhaar No Not Provided, Status :Individual, Executed by: Self, Date of Execution: 17/08/2019 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office				
11	Name	Photo	Finger Print	Signature
	SEIKH RAJIM ALI Son of SEIKH JAMIR ALI Executed by: Self, Date of Execution: 17/08/2019 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office			
		17/08/2019	LT 17/08/2019	17/08/2019
VILLAGE - PASONDA, P.O:- PASONDA, P.S:- Madhabdihi, District:-Burdwan, West Bengal, India, PIN - 713421 Sex: Male, By Caste: Muslim, Occupation: Professionals, Citizen of: India, PAN No.:: ANHPA2272Q,Aadhaar No Not Provided, Status :Individual, Executed by: Self, Date of Execution: 17/08/2019 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office				
12	Name	Photo	Finger Print	Signature
	MOHAMMAD SABIR ALI Son of MOHAMMAD SAMTUL ALI Executed by: Self, Date of Execution: 17/08/2019 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office			
		17/08/2019	LT 17/08/2019	17/08/2019

VILLAGE - SAGARDIGHI BLOKPARA, P.O:- SAGARDIGHI, P.S:- Sagardighi, District:-Murshidabad, West Bengal, India, PIN - 742226 Sex: Male, By Caste: Muslim, Occupation: Professionals, Citizen of: India, PAN No.:: CPGPA6200P,Aadhaar No Not Provided, Status :Individual, Executed by: Self, Date of Execution: 17/08/2019
 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office

13	Name	Photo	Finger Print	Signature
	KAZI IMRAN ALAM Son of KAZI GULFAM ALAM Executed by: Self, Date of Execution: 17/08/2019 Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office			<i>Kazi Imran Alam</i>
		17/08/2019	LT 17/08/2019	17/08/2019






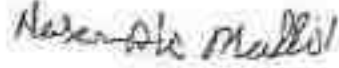


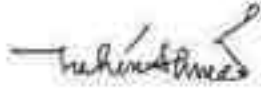



VILLAGE - UTTAR PIRPUR, P.O:- BANIBON, P.S:- Uluberia, District:-Howrah, West Bengal, India, PIN - 711316 Sex: Male, By Caste: Muslim, Occupation: Professionals, Citizen of: India, PAN No.:: ATPVA4228L,Aadhaar No Not Provided, Status :Individual, Executed by: Self, Date of Execution: 17/08/2019
 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office

14	Name	Photo	Finger Print	Signature
	SAIN SHAIKH Son of AKKAS SHAIKH Executed by: Self, Date of Execution: 17/08/2019 Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office			<i>Sain Shaikh</i>
		17/08/2019	LT 17/08/2019	17/08/2019

VILLAGE - DASER CHAK, P.O:- PAIKMARI, P.S:- Domkol, District:-Murshidabad, West Bengal, India, PIN - 742304 Sex: Male, By Caste: Muslim, Occupation: Service, Citizen of: India, PAN No.:: BZWPS9003F,Aadhaar No Not Provided, Status :Individual, Executed by: Self, Date of Execution: 17/08/2019
 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office

15	Name	Photo	Finger Print	Signature
	SARIFUL ISLAM Son of ASRAFUL ISLAM Executed by: Self, Date of Execution: 17/08/2019 Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office			<i>Sariful Islam</i>
		17/08/2019	LT 17/08/2019	17/08/2019

VILLAGE - KUMARPUR, P.O:- NATIAL, P.S:- Jalangi, District:-Murshidabad, West Bengal, India, PIN - 742308 Sex: Male, By Caste: Muslim, Occupation: Professionals, Citizen of: India, PAN No.:: ACZPI7904G,Aadhaar No Not Provided, Status :Individual, Executed by: Self, Date of Execution: 17/08/2019
 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office



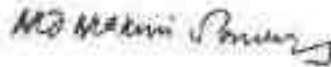
16	Name	Photo	Finger Print	Signature
	MAHAMMED YUSUF KHAN Son of MAHAMMED MANJUR KHAN Executed by: Self, Date of Execution: 17/08/2019 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office			
		17/08/2019	LTI 17/08/2019	17/08/2019
VILLAGE - KALIACHAK, P.O:- KALIACHAK, P.S:- Kaliachak, District:-Malda, West Bengal, India, PIN - 732201 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: ATUPK9614K,Aadhaar No Not Provided, Status :Individual, Executed by: Self, Date of Execution: 17/08/2019 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office				
17	Name	Photo	Finger Print	Signature
	ALI MALLIK NA SER Son of KASEM MALLIK Executed by: Self, Date of Execution: 17/08/2019 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office			
		17/08/2019	LTI 17/08/2019	17/08/2019
VILLAGE - BALIHARPUR, P.O:- BALITHA, P.S:- Kotulpur, District:-Bankura, West Bengal, India, PIN - 722141 Sex: Male, By Caste: Muslim, Occupation: Service, Citizen of: India, PAN No.:: AESPN3032M,Aadhaar No Not Provided, Status :Individual, Executed by: Self, Date of Execution: 17/08/2019 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office				
18	Name	Photo	Finger Print	Signature
	TUHIN AHMED Son of ABDUL OHAB Executed by: Self, Date of Execution: 17/08/2019 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office			
		17/08/2019	LTI 17/08/2019	17/08/2019
VILLAGE - JAGATPUR, P.O:- GHONA, P.S:- Basirhat, District:-North 24-Parganas, West Bengal, India, PIN - 743445 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: BDUPA4389L,Aadhaar No Not Provided, Status :Individual, Executed by: Self, Date of Execution: 17/08/2019 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office				
19	Name	Photo	Finger Print	Signature
	MAHAMMAD ABDUR RAHAMAN Son of MAHAMMAD ABSAR ALI Executed by: Self, Date of Execution: 17/08/2019 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office			
		17/08/2019	LTI 17/08/2019	17/08/2019

VILLAGE - SHANKARPUR, P.O:- RAUTARA, P.S:- Sadalpur, District:-Birbhum, West Bengal, India,
 PIN - 731126 Sex: Male, By Caste: Muslim, Occupation: Professionals, Citizen of: India, PAN No.::
 BEEPR2854A,Aadhaar No Not Provided, Status :Individual, Executed by: Self, Date of Execution:
 17/08/2019
 , Admitted by: Self, Date of Admission: 17/08/2019 ,Place : Office




Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED 299/38, HATIARA SHERIFF, P.O:- HATIARA, P.S:- New Town, District-North 24-Parganas, West Bengal, India, PIN - 700157 . PAN No.:: AAKCP6564F,Aadhaar No Not Provided, Status .Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	MOHAMAD MOKIM SARDAR (Presentant) Son of Late HAJI MOHAMMAD MAJID SARDAR Date of Execution - 17/08/2019, , Admitted by: Self, Date of Admission: 17/08/2019, Place of Admission of Execution: Office			
		Aug 17 2019 1:34PM	LT 17/08/2019	17/08/2019
HATIARA SARIF (1ST GATE MAJHAR), P.O:- HATIARA, P.S:- New Town, District-North 24-Parganas, West Bengal, India, PIN - 700157, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: AXHPS1295H,Aadhaar No Not Provided Status : Representative, Representative of : PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED (as DIRECTOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr ARUN KUMAR SAHA Son of Late PANCHUGOPAL SAHA 31B, NIMU GOSSAIN LANE, P.O:- HATKHOLA, P.S:- Jorabagan, District:- Kolkata, West Bengal, India, PIN - 700005			
	17/08/2019	17/08/2019	17/08/2019
Identifier of NARGIS MOLLA, MOHAMMAD YUSUF ALI, MIRZA MOHAMMED AMINUR RAHAMAN, MOHD ZEUL KHAN, ABUL FAZAL, SAADIA JAMIL IMAM, MEHERUN NESSA, SHREYA PAUL SEKH, MOHAMMAD SAH NAWAJ, SAIKH ATAUR RAHAMAN, SEIKH RAJIM ALI, MOHAMMAD SABIR ALI, KAZI IMRAN ALAM, SAIN SHAIKH, SARIFUL ISLAM, MAHAMMED YUSUF KHAN, ALI MALLIK NA SER, TUHIN AHMED, MAHAMMAD ABDUR RAHAMAN, MOHAMAD MOKIM SARDAR			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	NARGIS MOLLA	PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED-2.475 Dec
2	MOHAMMAD YUSUF ALI	PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED-2.475 Dec
3	MIRZA MOHAMMED AMINUR RAHAMAN	PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED-2.475 Dec
4	MOHD ZEAUL KHAN	PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED-2.475 Dec
5	ABUL FAZAL	PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED-2.475 Dec
6	SAADIA JAMIL IMAM	PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED-2.475 Dec
7	MEHERUN NESSA	PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED-2.475 Dec
8	SHREYA PAUL SEKH	PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED-2.475 Dec
9	MOHAMMAD SAH NAWAJ	PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED-2.475 Dec
10	SAIKH ATAUR RAHAMAN	PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED-2.475 Dec
11	SEIKH RAJIM ALI	PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED-2.475 Dec
12	MOHAMMAD SABIR ALI	PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED-2.475 Dec
13	KAZI IMRAN ALAM	PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED-2.475 Dec
14	SAIN SHAIKH	PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED-2.475 Dec
15	SARIFUL ISLAM	PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED-2.475 Dec
16	MAHAMMED YUSUF KHAN	PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED-2.475 Dec
17	ALI MALLIK NA SER	PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED-2.475 Dec
18	TUHIN AHMED	PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED-2.475 Dec
19	MAHAMMAD ABDUR RAHAMAN	PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED-2.475 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Kalikapur, JI No: 40, Pin Code : 700135

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 466, LR Khatian No:- 3290	Owner: শর্পিতা বোরা, Gurdian: নিয়াম মোল্ল, Address: বাবনাম, পো. - বাবনাম, খানা - দাদুলুয়, জেলা- হুগলী, পিন নং- 712305, Classification: বাবনাম, Area: 0.03000000 Acre,	MAHAMMAD ABDUR RAHAMAN

Endorsement For Deed Number : I - 190408050 / 2019

On 17-08-2019

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 12:56 hrs on 17-08-2019, at the Office of the A.R.A. - IV KOLKATA by MOHAMAD MOKIM SARDAR ,

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 1,79,56,449/-

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

Execution is admitted on 17/08/2019 by 1. NARGIS MOLLA, Daughter of NIYAMAT MOLLA, BABNAN, P.O: BABNAN Thana: Dadpur, Hooghly, WEST BENGAL, India, PIN - 712305, by caste Muslim, by Profession Professionals, 2. MOHAMMAD YUSUF ALI, Son of HAZI MD HASEN ALI, MAHALANDI, P.O: MAHALANDI, Thana: Kandi, Murshidabad, WEST BENGAL, India, PIN - 742136, by caste Muslim, by Profession Professionals, 3. MIRZA MOHAMMED AMINUR RAHAMAN, Son of MIRZA GOLAM MASTAFA, VILLAGE - SHITALPUR, P.O: ARANDI, Thana: Arambag, Hooghly, WEST BENGAL, India, PIN - 712413, by caste Muslim, by Profession Service, 4. MOHD ZEAUL KHAN, Son of Md MANJUR KHAN, VILLAGE - KALIKAPUR, KABIRAJPARA, P.O: KALIACHAK, Thana: Kaliachak, Malda, WEST BENGAL, India, PIN - 732201, by caste Muslim, by Profession Business, 5. ABUL FAZAL, Son of Md ABDUL JABBAR SHAIKH, VILLAGE - LAKSHMINARAYANPUR, P.O: JIBANTI, Thana: Kandi, Murshidabad, WEST BENGAL, India, PIN - 742136, by caste Muslim, by Profession Service, 6. SAADIA JAMIL IMAM, Wife of Md BHAUDDIN SHAIKH, MERLIN REGENT, 9, SHAMBHU BABU LANE, P.O: ENTALY, Thana: Entaly, Kolkata, WEST BENGAL, India, PIN - 700014, by caste Muslim, by Profession Professionals, 7. MEHERUN NESSA, Wife of Md AHSANULLAH, VILLAGE - KALIKAPUR, P.O: BOHARA, Thana: Barasat, North 24-Parganas, WEST BENGAL, India, PIN - 743294, by caste Muslim, by Profession Service, 8. SHREYA FAUL SEKH, Wife of Md GIASUDDIN SEKH, VILLAGE - KALIKAPUR, P.O: KALIKAPUR, Thana: Katwa, Burdwan, WEST BENGAL, India, PIN - 713502, by caste Muslim, by Profession Service, 9. MOHAMMAD SAH NAWAJ, Son of SEKH SAYED ALI, VILLAGE - RAJNAGAR, P.O: ENGLISH BAZAR, Thana: English Bazar, Malda, WEST BENGAL, India, PIN - 732102, by caste Muslim, by Profession Service, 10. SAIKH ATAUR RAHAMAN, Son of SAIKH MOSIAR RAHAMAN, 171/C/2, PICNIC GARDEN, P.O: TILJALA, Thana: Tiljala, South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Muslim, by Profession Business, 11. SEIKH RAJIM ALI, Son of SEIKH JAMIR ALI, VILLAGE - PASONDA, P.O: PASONDA, Thana: Madhabdih, Burdwan, WEST BENGAL, India, PIN - 713421, by caste Muslim, by Profession Professionals, 12. MOHAMMAD SABIR ALI, Son of MOHAMMAD SAMTUL ALI, VILLAGE - SAGARDIGHI BLOKPARA, P.O: SAGARDIGHI, Thana: Sagardighi, Murshidabad, WEST BENGAL, India, PIN - 742226, by caste Muslim, by Profession Professionals, 13. KAZI IMRAN ALAM, Son of KAZI GULFAM ALAM, VILLAGE - UTTAR PIRPUR, P.O: BANIBON, Thana: Uluberia, Howrah, WEST BENGAL, India, PIN - 711316, by caste Muslim, by Profession Professionals, 14. SAIN SHAIKH, Son of AKKAS SHAIKH, VILLAGE - DASER CHAK, P.O: PAIKMARI, Thana: Domkol, Murshidabad, WEST BENGAL, India, PIN - 742304, by caste Muslim, by Profession Service, 15. SARIFUL ISLAM, Son of ASRAFUL ISLAM, VILLAGE - KUMARPUR, P.O: NATIAL, Thana: Jalangi, Murshidabad, WEST BENGAL, India, PIN - 742308, by caste Muslim, by Profession Professionals, 16. MAHAMMED YUSUF KHAN, Son of MAHAMMED MANJUR KHAN, VILLAGE - KALIACHAK, P.O: KALIACHAK, Thana: Kaliachak, Malda, WEST BENGAL, India, PIN - 732201, by caste Muslim, by Profession Business, 17. ALI MALLIK NA SER, Son of KASEM MALLIK, VILLAGE - BALIHARPUR, P.O: BALITHA, Thana: Kotulpur, Bankura, WEST BENGAL, India, PIN - 722141, by caste Muslim, by Profession Service, 18. TUHIN AHMED, Son of ABDUL OHAB, VILLAGE - JAGATPUR, P.O: GHONA, Thana: Basimat, North 24-Parganas, WEST BENGAL, India, PIN - 743445, by caste Muslim, by Profession Business, 19. MAHAMMAD ABDUR RAHAMAN, Son of MAHAMMAD ABSAR ALI, VILLAGE - SHANKARPUR, P.O: RAUTARA, Thana: Sadaipur, Birbhum, WEST BENGAL, India, PIN - 731126, by caste Muslim, by Profession Professionals

Indetified by Mr ARUN KUMAR SAHA, , Son of Late PANCHUGOPAL SAHA, 31B, NIMU GOSSAIN LANE, P.O: HATKHOLA, Thana: Jorabagan, Kolkata, WEST BENGAL, India, PIN - 700005, by caste Hindu, by profession Service

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

Execution is admitted on 17-08-2019 by MOHAMAD MOKIM SARDAR, DIRECTOR, PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED, 299/38, HATIARA SHERIFF, P.O:- HATIARA, P.S:- New Town, District:- North 24-Parganas, West Bengal, India, PIN - 700157

Indetified by Mr ARUN KUMAR SAHA, , Son of Late PANCHUGOPAL SAHA, 31B, NIMU GOSSAIN LANE, P.O: HATKHOLA, Thana: Jorabagan, Kolkata, WEST BENGAL, India, PIN - 700005, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,105/- (B = Rs 1,000/- ,E = Rs 21/- ,I = Rs 50/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,105/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 17/08/2019 11:45AM with Govt. Ref. No: 192019200059923011 on 17-08-2019, Amount Rs: 1,105/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0AEKHWQ0 on 17-08-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 35,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 94173, Amount: Rs.5,000/-, Date of Purchase: 16/06/2019, Vendor name: S MUKHERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 17/08/2019 11:45AM with Govt. Ref. No: 192019200059923011 on 17-08-2019, Amount Rs: 35,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0AEKHWQ0 on 17-08-2019, Head of Account 0030-02-103-003-02



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