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**पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL**

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Additional District Sub-Registrar  
Rajarhat, New Town, North 24-Pgs.

28 MAR 2016

**DEVELOPMENT AGREEMENT**

1. Date: 28<sup>th</sup> March, 2016
2. Place: Kolkata
3. Parties
  - 3.1 **Sahidul Islam Mondal alias Sahidul Islam Molla**, son of Lal Mohhamad Mondal alias Hazi Lal Mohammad Molla, by faith Muslim, by occupation - Business residing at Mahammadpur, Police Station Rajarhat, District North 24 Parganas. [PAN AAWP 1736 J]
  - 3.2 **Wahidul Islam Mondal alias Md. Wahidul Islam**, son of Lal Mohhamad Mondal alias Hazi Lal Mohammad Molla, by faith Muslim, by occupation - Business residing at Mahammadpur, Police Station Rajarhat, District North 24 Parganas. [PAN AALPI 5195 H]

নম্বর : 1444  
 নন ও ড. নং : 26/0216  
 প্রেরক - য : Sh. Nasir  
 বাসিন : T-68, T. McLeod, West-17  
 ডাক নং : 2500 (Rupees Five Thousand Only)  
 বারানসি কোর্ট  
 উত্তর ২৪ পরগণা, ইন্ডিয়ান ট্যাক্সেশন  
 ডিবি-২  
 কেসের নং : 150216  
 নোট বিবরণ বসি : 13000/-  
 ইজারী অফিস : বারানসি  
 প্রেরক : শ্রী নাসির হোসেন



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- 3.3 **Sahajahan Mondal alias Sahajahan Islam Molla**, son of Lal Mohhamad Mondal alias Hazi Lal Mohammad Molla, by faith Muslim, by occupation - Business residing at Mahammadpur, Police Station Rajarhat, District North 24 Parganas, Kolkata - 700135. [PAN BNSPM 7550 H]
- 3.4 **Safikul Islam Mondal alias Safikul Islam Molla**, son of Lal Mohhamad Mondal alias Hazi Lal Mohammad Molla, by faith Muslim, by occupation - Business residing at Mahammadpur, Police Station Rajarhat, District North 24 Parganas, Kolkata - 700135. [PAN CNEPM 5054 K]
- 3.5 **Salim Mondal alias Salim Molla**, son of Lal Mohhamad Mondal alias Hazi Lal Mohammad Molla, by faith Muslim, by occupation - Business residing at Mahammadpur, Police Station Rajarhat, District North 24 Parganas, Kolkata - 700135. [PAN APMPM 7222 H]  
(collectively **Owners**, includes successors- in-interest and/or assigns)

**And**

- 3.6 **Realtech Nirman Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN AADCR6464K], represented by its directors, namely (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) **Sk Nasir**, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157  
(**Developer**, includes successor-in-interest and assigns)

Owners and Developer individually **Party** and collectively **Parties**

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

4. **Subject Matter of 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) demarcated *sali* land measuring 4.45 (four point four five) decimal, equivalent to 2 (two) *astah* 11 (eleven) *chittack* and 03 (three) square feet, more or less, out of 33 (thirty three) decimal, comprised in R.S/L.R. *Dag* No. 1581, recorded in L.R. *Khatian* Nos. 7/1, 297/1, 1258/1, 1283/1 and 1312/1, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 *Gram Panchayat*, Additional District Sub-Registrar Rajarhat, District North 24 Parganas: (**First Property**) **And** (2)



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demarcated *sali* land measuring 8.57 (eight point five seven) decimal, equivalent to 5 (five) *cottah* 02 (two) *chittack* and 43 (forty three) square feet, more or less, out of 34 (thirty four) decimal, comprised in R.S/L.R. *Dag* No. 1582, recorded in L.R. *Khatian* Nos. 7/1, 297/1, 1258/1, 1283/1 and 1312/1, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 *Gram Panchayat*, Additional District Sub-Registrar Rajarhat, District North 24 Parganas **(Second Property)** And (3) demarcated *sali* land measuring 26.71 (twenty six point seven one) decimal, equivalent to 16 (sixteen) *cottah* 02 (two) *chittack* and 25 (twenty five) square feet, more or less, out of 31 (thirty one) decimal, comprised in R.S/L.R. *Dag* No. 1583, recorded in L.R. *Khatian* Nos. 7/1, 297/1, 1258/1, 1283/1 and 1312/1, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 *Gram Panchayat*, Additional District Sub-Registrar, Rajarhat, District North 24 Parganas **(Third Property)** And (4) demarcated *sali* land measuring 21.40 (twenty one point four zero) decimal, equivalent to 12 (twelve) *cottah* 15 (fifteen) *chittack* and 07 (seven) square feet, more or less, out of 71 (seventy one) decimal, comprised in R.S/L.R. *Dag* No. 1584, recorded in L.R. *Khatian* Nos. 7/1, 297/1, 1258/1, 1283/1 and 1312/1, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 *Gram Panchayat*, Additional District Sub-Registrar, Rajarhat, District North 24 Parganas **(Fourth Property)** And (5) entirety of *sali* land measuring 142 (one hundred forty two) decimal, equivalent to 85 (eighty five) *cottah* 14 (fourteen) *chittack* and 25 (twenty five) square feet, more or less, comprised in R.S/L.R. *Dag* No. 1586, recorded in L.R. *Khatian* Nos. 7/1, 297/1, 1258/1, 1283/1, 1312/1 and 1330/1, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 *Gram Panchayat*, Additional District Sub-Registrar, Rajarhat, District North 24 Parganas **(Fifth Property)** And (6) demarcated *basti* land measuring 20.55 (twenty point five five) decimal, equivalent to 12 (twelve) *cottah* 06 (six) *chittack* and 41 (forty one) square feet, more or less, out of 87 (eighty seven) decimal, comprised in R.S/L.R. *Dag* No. 1587, recorded in L.R. *Khatian* Nos. 7/1, 297/1, 1258/1, 1283/1, 1312/1, *Mouza* Mohammadpur, J. L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 *Gram Panchayat*, Additional District Sub-Registrar, Rajarhat, District North 24 Parganas **(Sixth Property)**, the First Property, the Second Property, the Third Property, the Fourth Property, the Fifth Property, and the Sixth Property **totaling to** land measuring 223.68 (two hundred twenty three point six eight) decimal, equivalent to 135 (one hundred thirty five) *cottah* 05 (five) *chittack* and 09 (nine) square feet, more or less, more fully and collectively described in the 1<sup>st</sup> **Schedule** below (collectively **Said Property**) and delineated on the **Plan** attached hereto and bordered in colour **Red** thereon, by construction of cluster of new residential cum commercial buildings (**New Buildings**) on the Said Property [**Project**].



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

## 5. Representations, Warranties and Background

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

5.1.1 **Ownership of Chholeman Mondal:** Chholeman Mondal was the owner of land measuring **(1)** 16.5 (sixteen point five) decimal comprised in C.S. *Dag* No. 1550, R.S./L.R. *Dag* No. 1581, recorded in *Khatian* No. 18, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas **(First Portion of Larger First Property)** and **(2)** 71 (seventy one) decimal comprised in C.S. *Dag* No. 1555, R.S./L.R. *Dag* No. 1586, recorded in *Khatian* No. 312, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas **(First Portion of Larger Fifth Property)** along with various other properties at *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas.

5.1.2 **Deed of Settlement by Chholeman Mondal:** By a Deed of Settlement dated 13<sup>th</sup> December, 1983, registered in the Office of the Sub-Registrar, Cossipur, Dum Dum, in Book No. 1, Volume No. 12, at Pages 289 to 296, being Deed No. 298 for the year 1983 **(Deed of Family Settlement)**, Chholeman Mondal executed a Deed of Family Settlement to and in favour of Sahidul Islam Mondal *alias* Sahidul Islam Molla (Owner No. 3.1 herein), Wahidul Islam Mondal *alias* Md. Wahidul Islam (Owner No. 3.2 herein), Sahajahan Mondal *alias* Sahajahan Islam Molla (Owner No. 3.3 herein), Safikul Islam Mondal *alias* Safikul Islam Molla (Owner No. 3.4 herein), Salim Mondal *alias* Salim Molla (Owner No. 3.5 herein) and Usman Mondal *alias* Md. Usman Ali Molla *alias* Ochman Molla, in respect of the First Portion of Larger First Property and the First Portion of Larger Fifth Property along with various other properties.

5.1.3 **Demise of Chholeman Mondal:** Thus after demise of Chholeman Mondal and as per the Deed of Family Settlement, Sahidul Islam Mondal *alias* Sahidul Islam Molla (Owner No. 3.1 herein), Wahidul Islam Mondal *alias* Md. Wahidul Islam (Owner No. 3.2 herein), Sahajahan Mondal *alias* Sahajahan Islam Molla (Owner No. 3.3 herein), Safikul Islam Mondal *alias* Safikul Islam Molla (Owner No. 3.4 herein), Salim Mondal *alias* Salim Molla (Owner No. 3.5 herein) and Usman Mondal *alias* Md. Usman Ali Molla *alias* Ochman Molla, have become the joint and undisputed owners of the First Portion of Larger First Property and the First Portion of Larger Fifth Property.



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- 5.1.4 **Ownership of Lal Mohhamad Mondal:** Lal Mohhamad Mondal *alias* Hazi Lal Mohammad Molla, was the recorded owner of land measuring **(1)** 8 (eight) decimal comprised in C.S. *Dag* No. 1550, R.S./L.R. *Dag* No. 1501, recorded in L.R. *Khatian* No. 1140, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas **(Second Portion of Larger First Property)** **(2)** 34 (thirty four) decimal comprised in C.S. *Dag* No. 1551, R.S./L.R. *Dag* No. 1582, recorded in L.R. *Khatian* No. 1140, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas **(Larger Second Property)**; **(3)** 15 (fifteen) decimal comprised in C.S. *Dag* No. 1552, R.S./L.R. *Dag* No. 1503, recorded in L.R. *Khatian* No. 1140, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas **(First Portion of Larger Third Property)**; **(4)** 36 (thirty six) decimal comprised in C.S. *Dag* No. 1555, R.S./L.R. *Dag* No. 1586, recorded in L.R. *Khatian* No. 1140, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas **(Second Portion of Larger Fifth Property)** **(5)** 15 (fifteen) decimal comprised in C.S. *Dag* No. 1556, R.S./L.R. *Dag* No. 1587, recorded in L.R. *Khatian* No. 1140, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas **(First Portion of Larger Sixth Property)** along with various other properties.
- 5.1.5 **Sale by Lal Mohhamad Mondal:** By a Bengali Deed of Conveyance (*Kobala*) dated 19<sup>th</sup> November, 1988, registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City), in Book No. 1, Volume No. 193, at Pages 213 to 226, being Deed No. 9500 for the year 1988, Lal Mohhamad Mondal *alias* Hazi Lal Mohammad Molla, sold conveyed and transferred the Second Portion of Larger First Property, the Larger Second Property, the First Portion of the Larger Third Property, the Second Portion of the Larger Fifth Property and the First Portion of the Larger Sixth Property, along with various other properties, to Wahidul Islam Mondal *alias* Md. Wahidul Islam (Owner No. 3.2 herein), Sahajahan Mondal *alias* Sahajahan Islam Molla (Owner No. 3.3 herein), Safikul Islam Mondal *alias* Safikul Islam Molla (Owner No. 3.4 herein), Salim Mondal *alias* Salim Molla (Owner No. 3.5 herein) and Usman Mondal *alias* Md. Usman Ali Molla *alias* Ochman Molla, for the consideration mentioned therein.
- 5.1.6 **Ownership of Jehennat Bibi:** Jehennat Bibi, was the owner of land measuring **(1)** 3 (three) decimal comprised in C.S. *Dag* No. 1550, R.S./L.R. *Dag* No. 1581, recorded in *Khatian* No. 587/2, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas **(Third Portion of Larger First Property)** **(2)** 12 (twelve) decimal comprised in C.S. *Dag* No. 1555, R.S./L.R. *Dag* No. 1586, recorded in *Khatian* No. 587/2, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas **(Third Portion of Larger Fifth Property)** and **(3)** 7.25 (seven point two five) decimal comprised in C.S. *Dag* No. 1556, R.S./L.R. *Dag* No. 1587, recorded in *Khatian*



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No.17, Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas (**Second Portion of Larger Sixth Property**) along with various other properties.

- 5.1.7 **Sale by Jehennat Bibi:** By a Bengali Deed of Conveyance (*Kobala*), dated 11<sup>th</sup> May, 1988, registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City), in Book No. 1, Volume No. 74, at Pages 425 to 432, being Deed No. 3656 for the year 1988, Jehennat Bibi, sold, conveyed and transferred the Third Portion of Larger First Property, the Third Portion of Larger Fifth Property and the Second Portion of Larger Sixth Property along with various other properties, to Wahidul Islam Mondal *alias* Md. Wahidul Islam (Owner No. 3.2 herein), Sahajahan Mondal *alias* Sahajahan Islam Molla (Owner No. 3.3 herein), Safikul Islam Mondal *alias* Safikul Islam Molla (Owner No. 3.4 herein), Salim Mondal *alias* Salim Molla (Owner No. 3.5 herein) and Usman Mondal *alias* Md. Usman Ali Molla *alias* Ochman Molla, for the consideration mentioned therein.
- 5.1.8 **Ownership of Kalu Molla & Others:** Kalu Molla, Jamal Molla, Janmahammad Molla, Jalal Molla, Akila Khatun and Sakila Bibi, were the recorded owners of land measuring (1) 3 (three) decimal comprised in C.S. *Dag* No. 1550, R.S./L.R. *Dag* No. 1581, recorded in *Khatian* Nos. 400/1, 584/1, 553/2, 613/1, 17/1 and 1235/1, Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas (**Fourth Portion of Larger First Property**) (2) 12 (twelve) decimal comprised in C.S. *Dag* No. 1555, R.S./L.R. *Dag* No. 1586, recorded in *Khatian* Nos. 400/1, 584/1, 553/2, 613/1, 17/1 and 1235/1, Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas (**Fourth Portion of Larger Fifth Property**) and (3) 8 (eight) decimal comprised in C.S. *Dag* No. 1556, R.S./L.R. *Dag* No. 1587, recorded in *Khatian* Nos. 400/1, 584/1, 553/2, 613/1, 17/1 and 1235/1, Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas (**Third Portion of Larger Sixth Property**) along with various other properties.
- 5.1.9 **Sale by Kalu Molla & Others:** By a Bengali Deed of Conveyance (*Kobala*) executed on 27<sup>th</sup> January, 1999 and registered on 21<sup>st</sup> March, 2003, registered in the Office of Additional District Sub-Registrar, Bidhannagar (Salt Lake City), in Book No. 1, Volume No. 168, at Pages 227 to 238, being Deed No. 02954 for the year 2003, Kalu Molla, Jamal Molla, Janmahammad Molla, Jalal Molla, Akila Khatun and Sakila Bibi, jointly sold conveyed and transferred the Fourth Portion of Larger First Property, the Fourth Portion of Larger Fifth Property and the Third Portion of Larger Sixth Property along with various other properties, to Wahidul Islam Mondal *alias* Md. Wahidul Islam (Owner No. 3.2 herein), Sahajahan Mondal *alias* Sahajahan Islam Molla (Owner No. 3.3 herein), Safikul Islam Mondal *alias* Safikul Islam Molla (Owner No. 3.4 herein), Salim





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Mondal *alias* Salim Molla (Owner No. 3.5 herein) and Usman Mondal *alias* Md. Usman Ali Molla *alias* Ochman Molla, for the consideration mentioned therein.

- 5.20 **Ownership of Moharjan Bibi:** Moharjan Bibi was the owner of land measuring 7.25 (seven point two five) decimal comprised in C.S. *Dag* No. 1556, R.S./L.R. *Dag* No. 1587, recorded in *Khatian* No.1029/1, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas (**Fourth Portion of Larger Sixth Property**) along with various other properties.
- 5.21 **Gift by Moharjan Bibi:** By Bengali Deed of Gift (*Danpatra*) dated 4<sup>th</sup> May, 2011, registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City), in Book No. 1, Volume No. 10, at Pages 6794 to 6805, being Deed No. 05083 for the year 2011, Moharjan Bibi, out of her love and affection gifted the Fourth Portion of Large Sixth Property along with various other properties, to her daughter, Marjina Bibi and who subsequently mutated her name in the records of Land Revenue Settlement vide L.R. *Khatian* No. 7245 with respect to the same.
- 5.1.22 **Sale by Marjina Bibi:** By a Bengali Deed of Conveyance (*Kobala*) dated 23<sup>rd</sup> April, 2014, registered in the Office of the Additional District Sub-Registrar, Rajarhat, in Book No. 1, CD Volume No. 7, at Pages 11663 to 11675, being Deed No. 04669 for the year 2014, Marjina Bibi sold conveyed and transferred the Fourth Portion of Larger Sixth Property along with various other properties to Wahidul Islam Mondal *alias* Md. Wahidul Islam (Owner No. 3.2 herein), Sahajahan Mondal *alias* Sahajahan Islam Molla (Owner No. 3.3 herein), Safikul Islam Mondal *alias* Safikul Islam Molla (Owner No. 3.4 herein), Salim Mondal *alias* Salim Molla (Owner No. 3.5 herein) and Usman Mondal *alias* Md. Usman Ali Molla *alias* Ochman Molla, for the consideration mentioned therein.
- 5.1.23 **Ownership of Abu Bakkar Mistri and others:** Abu Bakkar Mistri, Usman Mistri *alias* Usman Gani, Akbar Mistri, Aigar Ali Mistri, Neharjan Bibi, Fatema Bibi, Rakiya Bibi, Rahima Bibi, Chhalima Bibi (collectively **Abu Bakkar & Others**) were joint owners of land measuring 16 (sixteen) decimal comprised in R.S./L.R. *Dag* No. 1583, recorded in L.R. *Khatian* Nos. 1473, 1474, 1475, 1476, 1477, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 *Gram Panchayat*, District North 24 Parganas (**Abu Bakkar Mistri and others' Property**).
- 5.1.24 **First Sale by Abu Bakkar & Others:** By a Bengali Deed of Conveyance (*Kobala*) dated 23<sup>rd</sup> April, 2014, registered in the Office of Additional District Sub-Registrar, Rajarhat, in Book No. 1, CD Volume No. 7, at Pages 11568 to 11582, being Deed No. 04664 for the year 2014, Abu Bakkar Mistri & Others, jointly sold, conveyed and transferred land measuring 6 (six) decimal, out of



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Abu Bakkar Mistri and others' Property, to Wahidul Islam Mondal *alias* Md. Wahidul Islam (Owner No. 3.2 herein), Usman Mondal *alias* Md. Usman Ali Molla *alias* Ochman Molla and Sabajahan Mondal *alias* Sabajahan Islam Molla (Owner No. 3.3 herein), for the consideration mentioned therein.

- 5.1.25 **Second Sale by Abu Bakkar & Others:** By a Bengali Deed of Conveyance (*Kobala*) dated 23<sup>rd</sup> April, 2014, registered in the Office of Additional District Sub-Registrar, Rajarhat, in Book No. 1, CD Volume No. 7, at Pages 11648 to 11662, being Deed No. 04668 for the year 2014, Abu Bakkar Mistri & Others jointly sold, conveyed and transferred land measuring 4 (four) decimal, out of Abu Bakkar Mistri and others' Property, to Safikul Islam Mondal *alias* Safikul Islam Molla (Owner No. 3.4 herein) and Salim Mondal *alias* Salim Molla (Owner No. 3.5 herein), for the consideration mentioned therein.
- 5.1.26 **Ownership of Second Portion of Larger Third Property:** In the abovementioned circumstances, Wahidul Islam Mondal *alias* Md. Wahidul Islam (Owner No. 3.2 herein), Sabajahan Mondal *alias* Sabajahan Islam Molla (Owner No. 3.3 herein), Safikul Islam Mondal *alias* Safikul Islam Molla (Owner No. 3.4 herein), Salim Mondal *alias* Salim Molla (Owner No. 3.5 herein) and Usman Mondal *alias* Md. Usman Ali Molla *alias* Ochman Molla, have become the joint owners of the Second Portion of Larger Third Property.
- 5.1.27 **Ownership of Iman Ali Molla:** Iman Ali Molla, was the recorded owner of land measuring 17.75 (seventeen point seven five) decimal comprised in R.S./L.R. *Dag* No. 1584, recorded in L.R. *Khatian* No. 255 at *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 *Gram Panchayat*, District North 24 Parganas (**First Portion of Larger Fourth Property**).
- 5.1.28 **Demise of Iman Ali Molla:** Iman Ali Molla, a Muslim, governed by the Sunni School of Mohammedan Law, died *intestate* leaving behind his wife, Rahimonnechha Bibi, 3(three) son, namely, Eyazul Molla, Arijul Molla and Emdadul Molla and 5 (five) daughters, namely, Rahanara Bibi, Sabijan Bibi, Aachhiya Bibi, Rakiya Bibi and Rashiya Bibi, as his only surviving legal heirs and heiresses, (collectively **Legal Heirs of Iman Ali Molla**), who jointly inherited the right, title and interest of the First Portion of Larger Fourth Property, as per the Muslim law of inheritance.
- 5.1.29 **Gift by Rahimonnechha Bibi:** By a Bengali Deed of Gift (*Danpatra*), dated 28<sup>th</sup> May, 2004, registered in the Office of Additional District Sub-Registrar, Bidhannagar (Salt Lake City), in Book No. 1, Volume No. 352, at Pages 1 to 17, being Deed No. 05912 for the year 2004, Rahimonnechha Bibi, gifted her share in the First Portion of Larger Fourth Property to Eyazul Molla, Arijul Molla and Emdadul Molla.



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- 5.1.30 Gift by Sabijan Bibi and Others:** By a Bengali Deed of Gift (*Danpatra*), dated 22<sup>nd</sup> July, 2008, registered in the Office of District Sub-Registrar, Barasat, in Book No. I, Volume No. 18, at Pages 921 to 943, being Deed No. 05012 for the year 2010, Sabijan Bibi, Aachhiya Bibi, Rakiya Bibi and Rashiya Bibi, gifted their share in the First Portion of Larger Fourth Property to Eyazul Molla.
- 5.1.31 Ownership of First Portion of Larger Fourth Property:** In the abovementioned circumstances, Eyazul Molla, Arijul Molla, Emdadul Molla and Rahanara Bibi (collectively **Eyazul Molla & Others**) have become the owners of their respective share in the First Portion of Larger Fourth Property.
- 5.1.32 Ownership of Noor Ali Molla (Mondal):** Noor Ali Molla (Mondal), was the recorded owner of land measuring 17.75 (seventeen point seven five) decimal, comprised in R.S./L.R. *Dag* No. 1584, recorded in L.R. *Khatian* No. 703 at *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 *Gram Panchayat*, District North 24 Parganas (Second Portion of Larger Fourth Property).
- 5.1.33 Demise of Noor Ali Molla:** Noor Ali Molla, a Muslim, governed by the Sunni School of Mohammedan Law, died intestate leaving behind his wife, Ujjala Bibi, 4 (four) son, namely, Ansar Ali Molla, Atahddin Molla, Sahabaddin Molla and Kutubaddin Molla, 2 (two) daughters, namely, Halima Bibi and Aklima Bibi, as his only surviving legal heirs and heiresses, (collectively **Legal Heirs of Noor Ali Molla**), who jointly inherited the right, title and interest of the Second Portion of Larger Fourth Property, as per the Muslim law of inheritance.
- 5.1.34 Sale by Eyazul Molla & Others and Legal Heirs of Noor Ali Molla:** By a Bengali Deed of Conveyance (*Kobala*), dated 8<sup>th</sup> September 2010, registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City), in Book No. I, Volume No. 15, at Pages 10807 to 10825, being Deed No. 09341 for the year 2010, Eyazul Molla & Others and the Legal Heirs of Noor Ali Molla jointly sold, conveyed and transferred the First Portion of Larger Fourth Property and the Second Portion of Larger Fourth Property to Wahidul Islam Mondal *alias* Md. Wahidul Islam (Owner No. 3.2 herein), Sahajahan Mondal *alias* Sahajahan Islam Molla (Owner No. 3.3 herein), Salikul Islam Mondal *alias* Safikul Islam Molla (Owner No. 3.4 herein), Salim Mondal *alias* Salim Molla (Owner No. 3.5 herein) and Usman Mondal *alias* Md. Usman Ali Molla *alias* Oshman Molla, for the consideration mentioned therein.
- 5.1.35 Ownership of Monohara Bibi *alias* Monoyara Bibi:** Monohara Bibi *alias* Monoyara Bibi was the recorded owner of land measuring (1) 3 (three) decimal comprised in R.S./L.R. *Dag* No. 1581, recorded in *Khatian* No. 994, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24





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Parganas (**Fifth Portion of Larger First Property**) **(2)** 11.83 (eleven point eight three) decimal comprised in R.S./L.R. *Day* No. 1586, recorded in *Khatian* No. 994, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas (**Fifth Portion of Larger Fifth Property**) and **(3)** 7.25 (seven point two five) decimal comprised in R.S./L.R. *Day* No. 1587, recorded in *Khatian* No. 994, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas (**Fifth Portion of Larger Sixth Property**).

- 5.1.36 **Sale by Monohara Bibi:** By a Deed of Conveyance executed on 3<sup>rd</sup> October 2007 and registered on 14<sup>th</sup> June 2010, registered in the Office of the District Sub Registrar - II, Barasat, in Book No. I, CD Volume No. 21, Pages 251 to 265, being Deed No. 05837 for the year 2010, Monohara Bibi sold, conveyed and transferred the Fifth Portion of Larger First Property and land measuring 11 (eleven) decimal out of Fifth Portion of Larger Fifth Property, to Mundhra Developers Pvt. Ltd., for the consideration mentioned therein.
- 5.1.37 **Sale by Mundhra Developers Pvt. Ltd.:** By three different Deeds of Conveyance, all dated 16<sup>th</sup> December 2014, registered in the Office of the Additional District Sub-Registrar, Rajarhat, **(1)** in Book No. I, CD Volume No. 23, at Pages 7846 to 7861, being Deed No. 14163 for the year 2014 **(2)** in Book No. I, CD Volume No. 23, at Pages 7862 to 7877, being Deed No. 14164 for the year 2014 and **(3)** in Book No. I, CD Volume No. 23, at Pages 7878 to 7893, being Deed No. 14165 for the year 2014, Mundhra Developers Pvt. Ltd. sold conveyed and transferred the Fifth Portion of Larger First Property and land measuring 11 (eleven) decimal out of Fifth Portion of Larger Fifth Property to Wahidul Islam Mondal *alias* Md. Wahidul Islam (Owner No. 3.2 herein), Sahajahan Mondal *alias* Sahajahan Islam Molla (Owner No. 3.3 herein), Safikul Islam Mondal *alias* Safikul Islam Molla (Owner No. 3.4 herein), Salim Mondal *alias* Salim Molla (Owner No. 3.5 herein) and Usman Mondal *alias* Md. Usman Ali Molla *alias* Dchman Molla, for the consideration mentioned therein.
- 5.1.38 **Sale by Monohara Bibi *alias* Monoyara Bibi:** By 2 (two) Deeds of Conveyance, both dated 19<sup>th</sup> December 2014 and registered in the Office of the Additional District Sub-Registrar, Rajarhat **(1)** in Book No. I, CD Volume No. 23, at Pages 11251 to 11266, being Deed No. 14317 for the year 2014 and **(2)** in Book No. I, CD Volume No. 23, at Pages 11310 to 11327, being Deed No. 14319 for the year 2014, Monohara Bibi *alias* Monoyara Bibi sold, conveyed and transferred land measuring 0.83 (zero point eight three) decimal out of the Fifth Portion of Larger Fifth Property and entirety of the Fifth Portion of Larger Sixth Property to Wahidul Islam Mondal *alias* Md. Wahidul Islam (Owner No. 3.2 herein), Sahajahan Mondal *alias* Sahajahan Islam Molla (Owner No. 3.3 herein), Safikul Islam Mondal *alias* Safikul Islam Molla (Owner No. 3.4 herein), Salim Mondal *alias* Salim Molla (Owner No. 3.5 herein) and Usman



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Mondal *alias* Md. Usman Ali Molla *alias* Ochman Molla, for the consideration mentioned therein.

**5.1.39 Ownership of Sahidul Islam Mondal *alias* Sahidul Islam Molla and Others:**

In the above mentioned circumstances, Sahidul Islam Mondal *alias* Sahidul Islam Molla, Wahidul Islam Mondal *alias* Md. Wahidul Islam, Safikul Islam Mondal *alias* Safikul Islam, Salim Mondal *alias* Salim Molla, Usman Mondal *alias* Md. Usman Ali Molla *alias* Ochman Molla, have become the undisputed owners of **(1)** the First Portion of Larger First Property, the Second Portion of Larger First Property, the Third Portion of Larger First Property, the Fourth Portion of Larger First Property and the Fifth Portion of Larger First Property [collectively **Larger First Property**] **(2)** the **Larger Second Property** **(3)** the First Portion of Larger Third Property and the Second Portion of Larger Third Property [collectively **Larger Third Property**] **(4)** the First Portion of Larger Fourth Property and the Second Portion of Larger Fourth Property [collectively **Larger Fourth Property**] **(5)** the First Portion of Larger Fifth Property, the Second Portion of Larger Fifth Property, the Third Portion of Larger Fifth Property, the Fourth Portion of Larger Fifth Property and the Fifth Portion of Larger Fifth Property [collectively **Larger Fifth Property**] and **(6)** the First Portion of Larger Sixth Property, the Second Portion of Larger Sixth Property, the Third Portion of Larger Sixth Property, the Fourth Portion of Larger Sixth Property and the Fifth Portion of Larger Sixth Property [collectively **Larger Sixth Property**], the Larger First Property, the Larger Second Property, the Larger Third Property, the Larger Fourth Property, the Larger Fifth Property and the Larger Sixth Property (collectively **Larger Property**). The Said Property is a part of the Larger Property. The Owners have mutated a part of the Said Property in the records of Land Reforms Settlement vide L.R. *Khatian* Nos: 7/1, 297/1, 1258/1, 1283/1, 1312/1, 1330/1. The details of the Larger Property, are shown in the table below:

Sl. No.	RS/LR Dag No.	LR <i>Khatian</i> Nos.	Total Area in Dag	Area of Larger Property	Marked as Larger Property
1	1581	7/1, 297/1, 1258/1, 1283/1, 1312/1, 1330/1	33	33	Larger First Property
2	1582	7/1, 297/1, 1258/1, 1283/1, 1312/1	34	34	Larger Second Property



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3	1583	7/1, 297/1, 1258/1, 1283/1, 1312/1	31	24	Larger Third Property
4	1584	7/1, 297/1, 1258/1, 1283/1, 1312/1,	71	35.5	Larger Fourth Property
5	1586	7/1, 297/1, 1258/1, 1283/1, 1312/1, 1330/1,	142	142	Larger Fifth Property
6	1587	7/1, 297/1, 1258/1, 1283/1, 1312/1,	87	44	Larger Sixth Property

5.1.40 **Gift by Usman Mondal alias Md. Usman Ali Molla alias Ochman Molla:** By a Deed of Gift, dated 24<sup>th</sup>, 2016, registered in the Office of Additional District Sub-Registrar, Rajarhat, in Book No. I, being Deed No. 1523 Q 3631 (Query No. 15230000423690/2016) for the year 2016, Usman Mondal *alias* Md. Usman Ali Molla *alias* Ochman Molla, gifted his entire share in all Larger Property, i.e. (1) undivided *sali* land measuring 6.0489 (six point zero four eight nine) decimal, out of 33 (thirty three) decimal, comprised in R.S/L.R. *Dag* No. 1581, **And** (2) undivided *sali* land measuring 6.8 (six point eight) decimal, comprised in R.S/L.R. *Dag* No. 1582, **And** (3) undivided *sali* land measuring 4.6004 (four point six zero zero four) decimal, comprised in R.S/L.R. *Dag* No. 1583, **And** (4) undivided *sali* land measuring 6.5107 (six point five one zero seven) decimal, comprised in R.S/L.R. *Dag* No. 1584, **And** (5) undivided *sali* land measuring 26.2842 (twenty six point two eight four two) decimal, comprised in R.S/L.R. *Dag* No. 1586, **And** (6) undivided *sali* land measuring 8.4651 (eight point four six five one) decimal, comprised in R.S/L.R. *Dag* No. 1587 and together with various plots of land in this Monza, to Wahidul Islam Mondal *alias* Md. Wahidul Islam.

Md. Wahidul Islam

Sx No. 2

5.1.41 **Absolute Ownership:** In the above mentioned circumstances, the Owners have become the joint, absolute and undisputed owners of the Said Property, which is a part of the Larger Property. The Said Property herein is the subject





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matter of this Development Agreement. The details of the Said Property, are shown in the table below.

Sl. No.	RS/LR Dag No.	LR Khatian Nos.	Total Area in Dag	Area of Larger Property	Area of Said Property out of Larger Property
1	1581	7/1, 297/1, 1258/1, 1283/1, 1312/1,	33	33	4.45
2	1582	7/1, 297/1, 1258/1, 1283/1, 1312/1,	34	34	8.57
3	1583	7/1, 297/1, 1258/1, 1283/1, 1312/1,	31	24	26.71
4	1584	7/1, 297/1, 1258/1, 1283/1, 1312/1,	71	35.5	21.40
5	1586	1330/1, 7/1, 297/1, 1258/1, 1283/1, 1312/1,	142	142	142
6	1587	7/1, 297/1, 1258/1, 1283/1, 1312/1,	87	44	20.55

**5.1.42 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*.

**5.1.43 Owners to Ensure Continuing Marketability:** The Owners shall ensure that title of the Owners to the Said Property continues to remain marketable and free from all encumbrances till the completion of the development of the Said Property.



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- 5.1.44 **Owners have Authority:** The Owners have full right, power and authority to enter into this Agreement.
- 5.1.45 **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 Developers under this Agreement.
- 5.1.46 **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 is aware of any notice or order from any Authority or Statutory Body or Government Department for any such acquisition, requisition or scheme.
- 5.1.47 **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.
- 5.1.48 **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.
- 5.1.49 **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.
- 5.1.50 **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 Owners.
- 5.1.51 **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.



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- 5.152 **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.
- 5.153 **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, save and except the Said Agreements and the POAs.
- 5.154 **No Guarantee:** The Said Property is not affected by or subject to any corporate guarantee or personal guarantee for securing any financial accommodation.
- 5.155 **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.
- 5.156 **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 either flowing from the Said Agreements or otherwise to any third party in any manner whatsoever.
- 5.2 **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 construction of the New Buildings on the Said Property.
- 5.2.3 **No Abandonment:** The Developer shall not abandon, delay or 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.
- 5.3 **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 Project





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- 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 [superceding 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 cluster of new residential/commercial building/s 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.
- 6.2 **Nature and Use of Project:** The Project shall be in accordance with architectural plan (**Building Plans**) to be prepared by the Architect/s appointed by the Developer from time to time (**Architect**), preferably after discussion with the Owner and taking into consideration their views and suggestions, if any, duly sanctioned by the Rajarhat Bishnupur No. 2 Gram Panchayat, Rajarhat Panchayat Samity, Zilla Parishad, NKDA and other statutory authorities concerned with sanction (collectively **Planning Authorities**), as a ready-to-use residential/commercial buildings 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 them as recorded in Clause 6 above 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 but at its own costs and responsibility) shall, at the earliest, obtain from the Planning Authorities, revalidation/ modification/alteration of the Building Plans, if



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required. In this regard it is clarified that **(1)** full potential of FAR of the Said Property shall be utilized for construction of the Project **(2)** the Developer shall obtain all sanctions, permissions, clearances and approvals needed for the Project (including final/modified sanction of the Building Plans and Occupancy Certificate) and **(3)** all costs and fees for sanctions/revalidation/modification/alteration, 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 costs and expenses and without creating any financial or other liability on the Owners, construct, erect and complete the Project on the Said Property.
- 8.4 **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that subject to Circumstances Of Force Majeure (defined in Clause 24.1 below), the Developer shall complete the entire process of development of the Said Property and construct, erect and complete the Project within a period of 60 (sixty) months from the date of obtaining the sanctioned Building Plans or the date of obtaining conversion of Said Property or other statutory permission from authorities concerned with regard to sanction of Building Plans/Project or from the date of handing over of *khas*, vacant, peaceful and physical possession of the entirety of the Said Property by the Owners to the Developer, whichever is later (**Completion Time**) and the Completion Date may be extended by a period of 6 (six) months (**Extended Period**), at the option of the Developer.
- 8.5 **Common Portions:** The Developer shall at its own costs install and erect in the Project common areas, amenities and facilities such as stairways, lifts, passages, common lavatory, electric meter room, pump room, reservoir, overhead 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 Project (collectively **Common Portions**). For permanent electric connection to the flats and other spaces in the New Buildings (**Flats**), the intending purchasers (collectively **Transferees**) shall pay the deposits demanded by WRSEDCL and other agencies and the Owners shall also pay the same for the Flats in the Owners' Allocation (defined in Clause 11.1 below). 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 Common Portions





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shall always be and remain subject to change and modification, as be deemed fit and necessary by the Developer, to accommodate its future plans regarding the integrating/adding (notionally or actually) other contiguous lands to the Said Property and the Owners hereby accept the same and shall not, under any circumstances, raise any objection or hindrance thereto.

- 8.6 **Building Materials:** The Developer shall be authorized in the name of the Owners 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 but under no circumstances the Owners shall be responsible for the price/value, storage and 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 herewith, the Owners have handed over *khaz*, vacant, peaceful and physical possession of the entirety of the Said Property to the Developer, for the purpose of execution of the Project.
10. **Powers and Authorities**
- 10.1 **Power of Attorney:** The Owners shall grant to the Developer and/or its assigns, nominees, legal representatives a Power of Attorney empowering them to (1) mortgage the proportionate portion of the undivided land share in the Said Property for the purpose of obtaining housing loan for intending buyer, (2) sanction/revalidate<sup>h</sup> /modify/alter the Building Plans by the Planning Authorities, (3) obtain all necessary permissions from different authorities in connection with construction of the Project and for doing all things needful for development of the Said Property by construction of new residential-commercial building/s (4) construction of the Project and (5) booking and sale of the Developer's Allocation (defined in Clause 12.1 below).



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- 10.2 **Amalgamation and Extension of Project:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that the Owners shall 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.
- 10.3 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that the Owners shall execute, as and when necessary, all papers, documents, plans, common portion etc. for enabling the Developer to perform all obligations under this Agreement.

#### 11. Owners' Allocation

- 11.1 **Owners' Allocation:** It has been mutually agreed between the Parties that the Owners shall be entitled to various residential units, totaling to a super built-up area of 25000 (twenty five thousand) square feet out of the total proposed construction area in the Project on the Said Property **(2)** undivided, impartible and indivisible proportionate share in the Common Portions of the Project and the land contained in the Said Property and **(3)** a non-refundable deposit of Rs. 45,33,42,100/- (Rupees forty five crore thirty three lac forty two thousand one hundred) only as per the payment schedule given below (*non-refundable deposit will calculate in the rate of Rs. 33,50,000/- (Rupees thirty three lac fifty thousand) only per cotta, for the land of Said Property*) **[Owners' Consideration]** to the Owners, [collectively **Owners' Allocation**]. 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.
- 11.2 **Owners' Consideration:** The Owners' Consideration shall be payable to the Owners by the Developer in the following manner:

Payment Description	Amounts
On or before signing of this Agreement	Rs. 2,00,00,000/- (Rupees two crore) only paid by cash and by different Cheque and on different dates drawn on Axis Bank.
After obtaining of Sanction Plans	Rs. 1,00,00,000/- (Rupees one crore) only
After 6 months from the date of last payment made	Rs. 3,50,00,000/- (Rupees three crore fifty lac) only





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After 4 months from the date of last payment made	Rs. 3,50,00,000/- (Rupees three crore fifty lac) only
After 4 months from the date of last payment made	Rs. 3,50,00,000/- (Rupees three crore fifty lac) only
After 4 months from the date of last payment made	Rs. 3,50,00,000/- (Rupees three crore fifty lac) only
After 4 months from the date of last payment made	Rs. 3,50,00,000/- (Rupees three crore fifty lac) only
After 4 months from the date of last payment made	Rs. 3,50,00,000/- (Rupees three crore fifty lac) only
After 4 months from the date of last payment made	Rs. 3,50,00,000/- (Rupees three crore fifty lac) only
After 4 months from the date of last payment made	Rs. 3,50,00,000/- (Rupees three crore fifty lac) only
After 4 months from the date of last payment made	Rs. 3,50,00,000/- (Rupees three crore fifty lac) only
After 4 months from the date of last payment made	Rs. 3,50,00,000/- (Rupees three crore fifty lac) only
After 4 months from the date of last payment made	Rs. 3,50,00,000/- (Rupees three crore fifty lac) only
After 4 months from the date of last payment made	Rs. 3,50,00,000/- (Rupees three crore fifty lac) only
On or before the handing over of the Project	Balance Amounts:
<b>Total</b>	<b>Rs. 45,33,42,100/-</b>
Total payment will be made within 51 months.	<b>(Rupees forty five crore thirty three lac forty two thousand one hundred) only</b>

Md. Wahidul Ghanem  
Project Consultant

Sk. Nazim

## 12. Developer's Allocation

- 12.1 **Developer's Allocation:** The Developer shall be fully and completely entitled to the entirety of the balance constructed area in the Project on the Said Property, excluding Owner's Allocation, comprising of (a) residential cum commercial units in the Project, (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. The Developer shall have the exclusive right over the Club and the roof of the New Buildings in the Project.



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**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 and the details of such demarcation shall be recorded in a separate instrument.
- 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 dealing 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 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 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 Clause 10.1 above.
- 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 costs of the aforesaid conveyances of the Developer's Allocation including stamp duty and registration fees and all other legal expenses shall be borne and paid by the Developer or the Transferees.





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- 14. Panchayat 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 sanction of the Building Plans shall be the liability of the Owners and the same shall be borne, paid and discharged by the Owners as and when called upon by the Developer, without raising any objection thereto.
- 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 (defined in Clause 15.2 below), the Parties shall become liable and responsible for the Rates in the ratio of their sharing in the New Buildings.
- 15. Possession and Post Completion Maintenance**
- 15.1 Possession of Owner's Allocation:** Within 66 (sixty-six) months or the nearest ritually suitable date (whichever be later) after the Developer obtaining Occupancy Certificate of the Project, from the date of sanction of Building Plans, the Owners shall take possession of the Owners' Allocation and if the Owners do not take such possession, 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 shall 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 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



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therefore (**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.

## 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, 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 entire process of development of the Said Property within the Completion Time.
- 17.2 **Meaning of Completion:** The word 'completion' shall mean habitable state with water supply, sewage connection, electrical installation and all other facilities and amenities as be required to be provided to make the Flats ready-for-use.
- 17.3 **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 compliance.
- 17.4 **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.
- 17.5 **Specifications:** The Developer shall construct the New Buildings as per the specifications given the 2<sup>nd</sup> Schedule below (**Specifications**).
- 17.6 **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.





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- 17.7 **Construction at Developer's Cost and Responsibility and Warranty:** The Developer shall construct the New Buildings at its own cost and responsibility and shall be responsible for construction defects for a period of 1 (one) year from the date of completion, in accordance with the Promoters Act. The Developer shall alone be responsible and liable to Government, Corporation and other authorities concerned and to the occupants/Transferees and shall alone be liable for any loss or for any claim arising from such construction (including labour liabilities and workmen's compensation) and shall indemnify the Owners against any claims, loss or damages for any default or failure or breach on the part of the Developer.
- 17.8 **Tax Liabilities:** All tax liabilities applicable in relation to the development, namely sales tax, value added tax, service tax, works contract tax and other dues shall be paid by the person liable to pay such tax in accordance with law.
- 17.9 **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, including those from the Promoters Cell. The expenses to be incurred for obtaining all such sanctions, permissions, clearances and approvals shall be borne by the Developer.
- 17.10 **No Violation of Law:** The Developer hereby agrees and covenants with the Owners not to violate or contravene any provision of law, regulation or rule applicable to construction of the New Buildings.
- 17.11 **No Obstruction in Dealing with Owners' Allocation:** The Developer hereby agrees and covenants with the Owners not to do any act deed or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Owners' Allocation.
- 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.



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- 18.3 **Documentation and Information:** The Owners undertake to provide the Developer with any and all documentation and information relating to the Said Property as may be required by the Developer from time to time.
- 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.
- 18.5 **No Obstruction in Construction:** The Owners covenant not to cause any interference or hindrance in the construction of the New Buildings.
- 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 **No Obstruction in Extension of Project:** The Owners covenant not to cause any interference or hindrance if the Developer purchases and/or enter into any Joint Venture Agreement with the owner/s of any adjacent plot/s to extend the Project. Further the Owners confirm, assure, undertake and guarantee that the Owners shall have no objection of any nature whatsoever and shall also not ask for any additional consideration in the event of such extension of Project and/or addition of floors in the New Buildings and the Owners shall only be entitled to the Owners' Allocation, as mentioned in Clause 11.1 above.

## 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 (whether criminal or civil) suffered by the Owners in relation to the construction of the New Buildings and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.
- 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 (whether criminal or civil) suffered by Developer in the course of implementing the Project for any successful claim by any third party for any defect in title of the Said Property or any of the Representations of the Owners being incorrect.





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**20. Corporate Warranties**

20.1 **By Developer:** The Developer warrants to the Owners that:

20.1.1 **Proper Incorporation:** it is properly incorporated under the laws of India.

20.1.2 **Necessary Licenses etc.:** it has all necessary rights, licenses, permissions, powers and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, is and shall not be in breach of any obligations or duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement.

20.1.3 **Permitted by Memorandum and Articles of Association:** the Memorandum and Articles of Association permit the Developer to undertake the activities covered by this Agreement.

**21. Limitation of Liability**

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

**22. Miscellaneous**

22.1 **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.

22.2 **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 the contract.

22.3 **Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement. The Advocate of the Developer has drawn this Agreement and shall draw all further documents in respect to this Project.

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

22.5 **No Partnership:** The Owners and the Developer have entered into this Agreement on principal to principal basis and nothing contained herein shall



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

- 22.6 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 22.7 **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 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.
- 22.8 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 22.9 **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.
- 22.10 **Name of New Buildings/Project:** The name of the New Buildings/Project shall be decided by the Developer.
- 22.11 **No Demise or Assignment:** Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the Said Property or any part thereof to the Developer by the Owners or as creating any right, title or interest therein in favour of the Developer except to develop the Said Property in terms of this Agreement.





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### 23. Defaults

- 23.1 **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. However, if there is any delay in completion of the Project, except due to Force Majeure (explained in Clause 24 below), the same shall be justified by the delaying Party to the suffering Party to their total satisfaction or otherwise a penalty shall be imposed, which shall be decided by arbitration.

### 24. Force Majeure

- 24.1 **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**).
- 24.2 **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.

### 25. Entire Agreement

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



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**26. Severance**

- 26.1 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.

**27. Amendment/Modification**

- 27.1 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.

**28. Notice**

- 28.1 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 4<sup>th</sup> 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.

- 29. 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 Imran Karim, Advocate of 3<sup>rd</sup> Floor, 11, Old Post Office Street, Kolkata-700001. 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.





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### 30. Jurisdiction

- 30.1 **High Court and District Court:** In connection with the aforesaid arbitration proceeding, only the High Court at Calcutta and the District Judge, North 24 Parganas shall have jurisdiction to entertain and try all actions and proceedings.

### 31. Rules of Interpretation

- 31.1 **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.
- 31.2 **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.
- 31.3 **Party:** In this Agreement, a reference to a Party includes that Party's successors and permitted assigns.
- 31.4 **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.
- 31.5 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.
- 31.6 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 31.7 **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 proceeding those terms.
- 31.8 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.



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**1<sup>st</sup> Schedule**  
**(Said Property)**

**[Subject Matter of Development Agreement]**

(1) demarcated *sali* land measuring 4.45 (four point four five) decimal, equivalent to 2 (two) *cottah* 11 (eleven) *chittack* and 03 (three) square feet, more or less, out of 33 (thirty three) decimal, comprised in R.S/L.R. *Dag* No. 1581, recorded in L.R. *Khatian* Nos. 7/1, 297/1, 1258/1, 1283/1, 1312/1, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 *Gram Panchayat*, Additional District Sub-Registrar Rajarhat, District North 24 Parganas **(First Property)** And (2) demarcated *sali* land measuring 8.57 (eight point five seven) decimal, equivalent to 5 (five) *cottah* 02 (two) *chittack* and 43 (forty three) square feet, more or less, out of 34 (thirty four) decimal, comprised in R.S/L.R. *Dag* No. 1582, recorded in L.R. *Khatian* Nos. 7/1, 297/1, 1258/1, 1283/1 and 1312/1, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 *Gram Panchayat*, Additional District Sub-Registrar Rajarhat, District North 24 Parganas **(Second Property)** And (3) demarcated *sali* land measuring 26.71 (twenty six point seven one) decimal, equivalent to 16 (sixteen) *cottah* 02 (two) *chittack* and 25 (twenty five) square feet, more or less, out of 31 (thirty one) decimal, comprised in R.S/L.R. *Dag* No. 1583, recorded in L.R. *Khatian* Nos. 7/1, 297/1, 1258/1, 1283/1 and 1312/1, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 *Gram Panchayat*, Additional District Sub-Registrar, Rajarhat, District North 24 Parganas **(Third Property)** And (4) demarcated *sali* land measuring 21.40 (twenty one point four zero) decimal, equivalent to 12 (twelve) *cottah* 15 (fifteen) *chittack* and 07 (seven) square feet, more or less, out of 71 (seventy one) decimal, comprised in R.S/L.R. *Dag* No. 1584, recorded in L.R. *Khatian* Nos. 7/1, 297/1, 1258/1, 1283/1 and 1312/1, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 *Gram Panchayat*, Additional District Sub-Registrar, Rajarhat, District North 24 Parganas **(Fourth Property)** And (5) entirety of *sali* land measuring 142 (one hundred forty two) decimal, equivalent to 85 (eighty five) *cottah* 14 (fourteen) *chittack* and 25 (twenty five) square feet, more or less, comprised in R.S/L.R. *Dag* No. 1586, recorded in L.R. *Khatian* Nos. 7/1, 297/1, 1258/1, 1283/1, 1330/1, 1312/1, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 *Gram*





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Panchayat, Additional District Sub-Registrar, Rajarhat, District North 24 Parganas **(Fifth Property)** And (6) demarcated *bastu* land measuring 20.55 (twenty point five five) decimal, equivalent to 12 (twelve) *cottah* 06 (six) *chittack* and 41 (forty one) square feet, more or less, out of 87 (eighty seven) decimal, comprised in R.S/L.R. *Dag* No. 1587, recorded in L.R. *Khatian* Nos. 7/1, 297/1, 1258/1, 1283/1, 1312/1, *Mouza* Mohammadpur, J. L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 *Gram Panchayat*, Additional District Sub-Registrar, Rajarhat, District North 24 Parganas **(Sixth Property)**, the First Property, the Second Property, the Third Property, the Fourth Property, the Fifth Property and the Sixth Property **totaling** to land measuring 223.68 (two hundred twenty three point six eight) decimal, equivalent to 135 (one hundred thirty five) *cottah* 05 (five) *chittack* and 09 (nine) square feet, more or less, and butted and bounded as follows:

- On the North** : By RS/LR *Dag* Nos. 1492, 1493, 1585, 1564.
- On the East** : By *Mouza* Kalikapur, J.L. No. 40 and RS/LR *Dag* No. 1587, 1583, 1582.
- On the South** : By 211B Bus Route and House of Owners.
- On the West** : RS/LR *Dag* Nos. 1582, 1580, 1584, 1585.

**Together With** all easement rights and all other rights, appurtenances and inheritances for access and user and all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature of the Owners in the Said Property



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**Summary of the Said Property**

<b>Mouza</b>			<b>Mohammadpur</b>		
<b>Sl. No.</b>	<b>R.S./L.R. Dag No.</b>	<b>Total Area (in decimal)</b>	<b>L.R. Khatian No</b>	<b>Share In Said Property</b>	<b>Said Property (Mrk As)</b>
1	1581	33	7/1,	0.890	4.45 Decimal First Property
			297/1 corresponding to 7/1	0.890	
			1258/1,	0.890	
			1283/1,	0.890	
			1312/1	0.890	
2	1582	34	7/1,	1.714	8.57 Decimal Second Property
			297/1 corresponding to 7/1	1.714	
			1258/1,	1.714	
			1283/1,	1.714	
			1312/1	1.714	
3	1183	31	7/1,	5.342	26.71 Decimal Third Property
			297/1 corresponding to 7/1	5.342	
			1258/1,	5.342	
			1283/1,	5.342	
			1312/1	5.342	
4	1584	71	7/1,	4.280	21.40 Decimal Forth Property
			297/1 corresponding to 7/1	4.280	
			1258/1,	4.280	
			1283/1,	4.280	
			1312/1	4.280	
5	1586	142	1310/1	12.000	142 Decimal Fifth Property
			7/1,	26.000	
			297/1 corresponding to 7/1	26.000	
			1258/1,	26.000	
			1283/1,	26.000	
			1312/1	26.000	
6	1587	87	7/1,	4.11	20.55 Decimal Sixth Property
			297/1 corresponding to 7/1	4.11	
			1258/1,	4.11	
			1283/1,	4.11	
			1312/1	4.11	
				<b>Total</b>	<b>223.68 Decimal</b>





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**2<sup>nd</sup> Schedule  
(Specifications)**

<b>Brick Work</b>	<p>External Walls: 8 inch thick brickwork with cement mortar in proportion (1:6) by using 1<sup>st</sup> class bricks.</p> <p>Partition Walls: 5 inch thick with cement mortar in proportion (1:5) by using 1<sup>st</sup> class bricks, providing wire mesh as required for 3 inch wall.</p>
<b>Plaster</b>	<p>Wall Plaster- outside surface 18mm thick (1:6 cement mortar), inside surface 12mm thick (1:6 cement mortar)</p> <p>Ceiling Plaster - 6 mm thick (1:4 cement mortar)</p> <p>Proper chipping will be made before wall and ceiling plastering.</p>
<b>Floor Of Rooms And Toilets</b>	<p>Good quality marble should be used for flooring over the entire unit will be provided.</p>
<b>Toilet Walls</b>	<p>Upto 6'-6" finished (may vary as per specification of Buyers) with white/light coloured ceramic tiles.</p>
<b>Doors</b>	<p>Door frames will be made of good quality wood. Hot pressed flush door will be provided. Hatch bolt/Aldrop/Mortise lock in the door for each room and night latch for the main door of the flat will be provided.</p>
<b>Windows</b>	<p>Fully Aluminium windows with glass fittings and standard handle.</p>
<b>Sanitary Fittings In Toilet</b>	<p>The following will be provided:</p> <ul style="list-style-type: none"> <li>a) Tap arrangements.</li> <li>b) White/light coloured wash basin made of porcelain.</li> <li>c) White/light coloured commode and Indian style pan made of porcelain</li> <li>d) Water pipe line</li> <li>e) Hot and cold water line in one bathroom.</li> </ul>



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<b>Kitchen</b>	Kitchen will be provided with top cooking platform with one stainless steel sink and drain board and ceramic tiles upto a height of 2' feet above the cooking platform.
<b>Electrical Points And Fittings</b>	Concealed P.V.C. conduits, with good quality copper wire will be provided. Number of points will be decided later. Calling bell point at the main door of the flat will be provided.
<b>Painting And Finishing</b>	Outside face of external walls will be finished with good quality cement paint. Internal face of the walls will be finished with good quality putty.





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## 32. Execution and Delivery

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

1. Sahidul Islam Mondol alias Sahidul Islam Mondol
2. Md. Wahidul Islam alias. Wahidul Islam Mondol.
3. গুলি শ্রী কান্ত শ্রী গুলি মন্ডল + গুলি শ্রী কান্ত শ্রী গুলি
4. শ্রী মন্ডল শ্রী গুলি মন্ডল শ্রী মন্ডল শ্রী মন্ডল শ্রী মন্ডল
5. মোহাম্মদ হোসেন হোসেন হোসেন হোসেন

[Owners]

Realtch Nirman Private Limited

SKNali  
S.K.S.K. - 1000  
Director

[Developer]

Witnesses: Mintu Paul  
Signature

Name Mintu Paul

Father's Name S.C. Paul

Address Tophoria Main Rd

Kolkata - 700157

Signature Ajay

Name Ayusman Dey

Father's Name Achis Kr Dey

Address Togheria Main Rd,

Kal - 157

*This deed has read over and  
Explained in Bengali to the  
Owners and the Developer, for me.*

Sulagna De

SULAGNA DE

Advocate

High Court, Calcutta

Enrol No. F/1406/2008



Additional District Sub-Registrar  
Rewarihat, New Town, North 24-Pgs

28 MAR 2016

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

GRN: 19-201516-003811133-1 Payment Mode Online Payment  
GRN Date: 28/03/2016 11:02:41 Bank: AXIS Bank  
BRN: 17852011 BRN Date: 28/03/2016 11:11:26

DEPOSITOR'S DETAILS

Id No.: 15231000127554/3/2016  
(Query No./Query Year)

Name: REALTECH NIRMAN PVT LTD  
Contact No.: Mobile No.: +91 9051083251  
E-mail: reatechnirman@gmail.com  
Address: T-66, TEGHARIA MAIN ROAD, KOLKATA-700157  
Applicant Name: Mr Mintu Paul  
Office Name:  
Office Address:  
Status of Depositor: Buyer/Claimants  
Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement  
Payment No 3

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount( ₹)
1	15231000127554/3/2016	Property Registration- Registration Fees	0030-65-104-001-16	20010
2	15231000127554/3/2016	Property Registration- Stamp duty	0030-62-103-003-02	70021

In Words: Rupees - Two Lakh Ninety Thousand Thirty One only  
Total 290031





~~Additional District Sub-Inspector  
Rajahmundry, North, Andhra Pradesh~~

28 MAR 2016





Additional District Sub-Registrar  
Raarhat, New Town, North 24-Pgs

28 MAR 2016

## SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or Presentants					
	<p><i>Sakibul Islam</i> <i>Alim Sakibul Islam</i> <i>Makki</i></p>	 Little	 Ring	 Middle	 Fore	 Thumb
		(Left Hand)	 Thumb	 Fore	 Middle	 Ring
	<p><i>Md. Wahidul Islam</i> <i>Alao. Wahidul Islam</i> <i>Mandal</i></p>	 Little	 Ring	 Middle	 Fore	 Thumb
		(Left Hand)	 Thumb	 Fore	 Middle	 Ring
	<p><i>SHRISHRISH</i> <i>SHRISHRISH</i> <i>SHRISHRISH</i></p>	 Little	 Ring	 Middle	 Fore	 Thumb
		(Left Hand)	 Thumb	 Fore	 Middle	 Ring
(Right Hand)						





Additional District Sub-Registrar  
Rajarhat, New Town, North 24-Pgs

28 MAR 2016

## SPECIMEN FORM TEN FINGER PRINTS

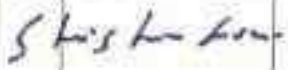


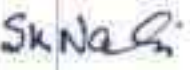










Sl. No.	Signature of the executants and/or Presentants					
	<p>ਸਤਿਨਾਮੁ ਹੈ ਸਾਗੇ ਮੇਰੇ ਗੋ ਸੁਖਿਨਾਮੁ ਹੈ ਸਾਗੇ ਮੇਰੇ</p>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	<p>ਗੁਰਮਿਤ੍ਰ ਗੁਰਮਿਤ੍ਰ ਗੁਰਮਿਤ੍ਰ ਗੁਰਮਿਤ੍ਰ</p>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little



Additional District Sub-Registrar  
Rajamat, New Town, North 24-Pgs

28 MAR 2016

# SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or Presentants					
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little





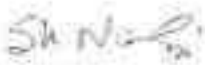




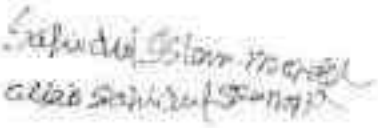
ADDITIONAL DISTRICT SUB-REGISTRAR  
Rajahmundry, New Town, North 24-Pgs

28 MAR 2016

## Seller, Buyer and Property Details

### A. Land Lord & Developer Details

Presentant Details			
SL No	Name, Address, Photo, Finger print and Signature of Presentant		
1	SK NASIR T - 68, TEGHORIA MAIN ROAD, P.O.- HATIARA, P.S.- Baguiati, Kolkata, District-North 24- Parganas, West Bengal, India, PIN - 700157	 28/03/2016 1:28:36 PM	 LTI 28/03/2016 1:30:04 PM
		 28/03/2016 1:30:10 PM	

Land Lord Details			
SL No	Name, Address, Photo, Finger print and Signature		
1	SAHIDUL ISLAM MONDAL (Alias: SAHIDUL ISLAM MOLLA) Son of LAL MOHAMMAD MONDAL ALIAS HAZI LAL MOHAMMAD MOLLA MAHAMMADPUR, P.O.- KADAMPUKUR, P.S.- Rajarhat, Kolkata, District-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of India, PAN No. AAWP11735J, Status: Individual, Date of Execution: 28/03/2016; Date of Admission: 28/03/2016; Place of Admission of Execution: Office	 28/03/2016 1:48:01 PM	 LTI 28/03/2016 1:48:07 PM
		 28/03/2016 1:48:45 PM	





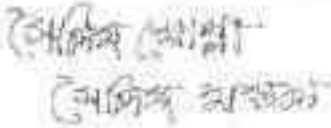
Land Lord Details

Sl. No.	Name, Address, Photo, Finger print and Signature		
2	<p>WAHIDUL ISLAM MONDAL (Alias: Md WAHIDUL ISLAM)                      Son of LAL MOHAMMAD MONDAL ALIAS HAZI LAL MOHAMMAD MOLLA                      MAHAMMADPUR, P.O - KADAMPUKUR, P.S - Rajarhat, Kolkata, District-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of India, PAN No. AALPI5195H, Status: Individual, Date of Execution: 28/03/2016, Date of Admission: 28/03/2016, Place of Admission of Execution: Office</p>		
		28/03/2016 1:50:03 PM	LTI 28/03/2016 1:50:08 PM
		<p>Md. Wahidul Islam                      Md. Wahidul Islam                      28/03/2016 1:50:34 PM</p>	
3	<p>SAHAJAHAN MONDAL (Alias: SAHAJAHAN ISLAM MOLLA)                      Son of LAL MOHAMMAD MONDAL ALIAS HAZI LAL MOHAMMAD MOLLA                      MAHAMMADPUR, P.O - KADAMPUKUR, P.S - Rajarhat, Kolkata, District-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of India, PAN No. BNSPM7550H, Status: Individual, Date of Execution: 28/03/2016, Date of Admission: 28/03/2016, Place of Admission of Execution: Office</p>		
		28/03/2016 1:46:51 PM	LTI 28/03/2016 1:46:57 PM
		<p>Sahajahan Mondal                      Sahajahan Mondal                      28/03/2016 1:47:44 PM</p>	
4	<p>SAFIKUL ISLAM MONDAL (Alias: SAFIKUL ISLAM MOLLA)                      Son of LAL MOHAMMAD MONDAL ALIAS HAZI LAL MOHAMMAD MOLLA                      MAHAMMADPUR, P.O - KADAMPUKUR, P.S - Rajarhat, Kolkata, District-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of India, PAN No. CNEPM5054K, Status: Individual, Date of Execution: 28/03/2016, Date of Admission: 28/03/2016, Place of Admission of Execution: Office</p>		
		28/03/2016 1:43:31 PM	LTI 28/03/2016 1:43:38 PM
		<p>Safikul Islam Mondal                      Safikul Islam Mondal                      28/03/2016 1:46:32 PM</p>	











Lead Lord Details

SL No.	Name, Address, Photo, Finger print and Signature		
5	<p>SALIM MONDAL (Alias: SALIM MOLLA)                      Son of LAL MOHAMMAD MONDAL ALIAS HAZI                      LAL MOHAMMAD MOLLA                      MAHAMMADPUR, P O:- KADAMPUKUR, P S.-                      Rajarhat, Kolkata, District:-North 24-Parganas,                      West Bengal, India, PIN - 700135 Sex: Male, By                      Caste: Muslim, Occupation: Business, Citizen of:                      India, PAN No. APMPM7222H.; Status :                      Individual; Date of Execution : 28/03/2016; Date of                      Admission : 28/03/2016, Place of Admission of                      Execution : Office</p>	 <p>28/03/2016 1:49:02 PM</p>	 <p>LTI 28/03/2016 1:49:09 PM</p>
		 <p>28/03/2016 1:49:48 PM</p>	



### Developer Details


SL No.	Name, Address, Photo, Finger print and Signature		
1	<p><b>REALTECH NIRMAN PVT LTD</b>                      T - 68, TEGHORIA MAIN ROAD, P.O.- HATIARA, P.S.- Baguiati, Kolkata, District -North 24-Parganas West Bengal, India, PIN - 700157 PAN No. AADCR6464K., Status : Organization; Represented by representative as given below :-</p>		
1(1)	<p><b>SHISHIR GUPTA</b>                      T - 68, TEGHORIA MAIN ROAD, P.O.- HATIARA, P.S.- Baguiati, Kolkata, District -North 24-Parganas, West Bengal, India, PIN - 700157 Sex: Male. By Caste: Hindu, Occupation: Business, Citizen of India.; Status : Representative; Date of Execution : 28/03/2016; Date of Admission : 28/03/2016; Place of Admission of Execution : Office</p>	 28/03/2016 1:32:16 PM	 LTI 28/03/2016-1:33:52 PM
		 28/03/2016 1:33:59 PM	
(2)	<p><b>SK NASIR</b>                      T - 68, TEGHORIA MAIN ROAD, P.O.- HATIARA, P.S.- Baguiati, Kolkata, District -North 24-Parganas, West Bengal, India, PIN - 700157 Sex: Male. By Caste: Muslim, Occupation: Business, Citizen of India.; Status : Representative; Date of Execution : 28/03/2016; Date of Admission : 28/03/2016; Place of Admission of Execution : Office</p>	 28/03/2016 1:28:36 PM	 LTI 28/03/2016 1:30:04 PM
		 28/03/2016 1:30:10 PM	

### B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature





Identifier Details			
Sl No.	Identifier Name & Address	Identifier of	Signature
1	MINTU PAUL Son of SUBHASH CHANDRA PAUL T - 68, TEGHORIA MAIN ROAD, P.O.- HATIARA, P.S. - Baguiati, Kolkata, District -North 24-Parganas, West Bengal, India, PIN - 700157 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of India.	SAHIDUL ISLAM MONDAL, WAHIDUL ISLAM MONDAL, SAHAJAHAN MONDAL, SAFIKUL ISLAM MONDAL, SALIM MONDAL, SHISHIR GUPTA, SK NASIR.	 28/03/2016 1:50:57 PM

### C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: North 24-Parganas, P.S.- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-II, Mouza: Mohammadpur	LR Plot No.- 1581 . LR Khatian No.- 7/1	4.45 Dec	1/-	38,83,638/-	Proposed Use: Bastu, ROR: Shali, Property is on Road Adjacent to Metal Road
L2	District: North 24-Parganas, P.S.- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-II, Mouza: Mohammadpur	LR Plot No.- 1582 . LR Khatian No.- 7/1	8.57 Dec	1/-	74,79,275/-	Proposed Use: Bastu, ROR: Shali, Property is on Road Adjacent to Metal Road,
L3	District: North 24-Parganas, P.S.- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-II, Mouza: Mohammadpur	LR Plot No.- 1583 . LR Khatian No.- 7/1	26.71 Dec	1/-	2,33,10,554/-	Proposed Use: Bastu, ROR: Shali, Property is on Road Adjacent to Metal Road,
L4	District: North 24-Parganas, P.S.- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-II, Mouza: Mohammadpur	LR Plot No.- 1584 . LR Khatian No.- 7/1	21.4 Dec	1/-	1,86,76,370/-	Proposed Use: Bastu, ROR: Shali, Property is on Road Adjacent to Metal Road,



Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L5	District: North 24-Parganas, P.S.-Rajarhat, Gram Panchayat RAJARHAT BISHNUPUR-II, Mouza: Mohammadpur	LR Plot No:- 1585 LR Khatian No:- 7/1	142 Dec	1/-	12,39,27,319/-	Proposed Use: Bastu, ROR: Shali, Property is on Road Adjacent to Metal Road.
L6	District: North 24-Parganas, P.S.-Rajarhat, Gram Panchayat RAJARHAT BISHNUPUR-II, Mouza: Mohammadpur	LR Plot No:- 1587 LR Khatian No:- 7/1	20.55 Dec	1/-	1,79,34,552/-	Proposed Use: Bastu, ROR: Shali, Property is on Road Adjacent to Metal Road.

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	WAHIDUL ISLAM MONDAL	REALTECH NIRMAN PVT LTD	1.78	40
	SAHAJAHAN MONDAL	REALTECH NIRMAN PVT LTD	0.89	20
	SAFIKUL ISLAM MONDAL	REALTECH NIRMAN PVT LTD	0.89	20
	SALIM MONDAL	REALTECH NIRMAN PVT LTD	0.89	20
L2	WAHIDUL ISLAM MONDAL	REALTECH NIRMAN PVT LTD	3.428	40
	SAHAJAHAN MONDAL	REALTECH NIRMAN PVT LTD	1.714	20
	SAFIKUL ISLAM MONDAL	REALTECH NIRMAN PVT LTD	1.714	20
	SALIM MONDAL	REALTECH NIRMAN PVT LTD	1.714	20
L3	WAHIDUL ISLAM MONDAL	REALTECH NIRMAN PVT LTD	10.684	40
	SAHAJAHAN MONDAL	REALTECH NIRMAN PVT LTD	5.342	20
	SAFIKUL ISLAM MONDAL	REALTECH NIRMAN PVT LTD	5.342	20
	SALIM MONDAL	REALTECH NIRMAN PVT LTD	5.342	20
L4	WAHIDUL ISLAM MONDAL	REALTECH NIRMAN PVT LTD	8.56	40
	SAHAJAHAN MONDAL	REALTECH NIRMAN PVT LTD	4.28	20
	SAFIKUL ISLAM MONDAL	REALTECH NIRMAN PVT LTD	4.28	20
	SALIM MONDAL	REALTECH NIRMAN PVT LTD	4.28	20





Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L5	SAHIDUL ISLAM MONDAL	REALTECH NIRMAN PVT LTD	12	8.4507
	WAHIDUL ISLAM MONDAL	REALTECH NIRMAN PVT LTD	52	36.6197
	SAHAJAHAN MONDAL	REALTECH NIRMAN PVT LTD	26	18.3099
	SAFIKUL ISLAM MONDAL	REALTECH NIRMAN PVT LTD	26	18.3099
	SALIM MONDAL	REALTECH NIRMAN PVT LTD	26	18.3099
L6	WAHIDUL ISLAM MONDAL	REALTECH NIRMAN PVT LTD	8.22	40
	SAHAJAHAN MONDAL	REALTECH NIRMAN PVT LTD	4.11	20
	SAFIKUL ISLAM MONDAL	REALTECH NIRMAN PVT LTD	4.11	20
	SALIM MONDAL	REALTECH NIRMAN PVT LTD	4.11	20

#### D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	Mintu Paul
Address	T - 68 Teghoria Main Road, Thana : Baguiati, District : North 24-Parganas, WEST BENGAL, PIN - 700157
Applicant's Status	Solicitor firm



Office of the A.D.S.R. RAJARHAT, District: North 24-Parganas

Endorsement For Deed Number : I - 152303643 / 2016

Query No/Year	15231000127554/2016	Serial no/Year	1523003772 / 2016
Deed No/Year	I - 152303643 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	SK NASIR	Presented At	Office
Date of Execution	28-03-2016	Date of Presentation	28-03-2016

Remarks

On 26/03/2016

**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 19,52,11,708/-

(Debasish Dhar)

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
North 24-Parganas, West Bengal

On 28/03/2016

**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

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 2,20,010/- ( B = Rs 2,19,989/- E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/- by online = Rs 2,20,010/-

Description of Online Payment using Government Receipt Portal System (GRIPS) Finance Department, Govt. of WB

1. Rs. 2,20,010/- is paid, by online on 28/03/2016 11:11AM with Govt. Ref. No. 192015160038111331 on 28-03-2016, Bank: AXIS Bank ( UTIB0000005), Ref. No. 17852011 on 28/03/2016, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 70,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS) Finance Department, Govt. of WB

1. Rs. 70,021/- is paid, by online on 28/03/2016 11:11AM with Govt. Ref. No. 192015160038111331 on 28-03-2016, Bank: AXIS Bank ( UTIB0000005), Ref. No. 17852011 on 28/03/2016, Head of Account 0030-02-103-003-02





**Presentation(Under Section 52 & Rule 22A(3) 4G(1),W.B. Registration Rules,1962)**

Presented for registration at 13.14 hrs on : 28/03/2016, at the Office of the A.D.S.R. RAJARHAT by SK NASIR

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

Execution is admitted on 28/03/2016 by

SAHIDUL ISLAM MONDAL, Alias SAHIDUL ISLAM MOLLA, Son of LAL MOHAMMAD MONDAL ALIAS HAZI LAL MOHAMMAD MOLLA, MAHAMMADPUR, P.O: KADAMPUKUR, Thana: Rajarhat, City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Muslim, By Profession Business  
Identified by MINTU PAUL, Son of SUBHASH CHANDRA PAUL, T - 68, TEGHORIA MAIN ROAD, P.O HATIARA, Thana: Baguiati, City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700157, By caste Hindu, By Profession Service

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

Execution is admitted on 28/03/2016 by

WAHIDUL ISLAM MONDAL, Alias Md WAHIDUL ISLAM, Son of LAL MOHAMMAD MONDAL ALIAS HAZI LAL MOHAMMAD MOLLA, MAHAMMADPUR, P.O: KADAMPUKUR, Thana: Rajarhat, City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Muslim, By Profession Business  
Identified by MINTU PAUL, Son of SUBHASH CHANDRA PAUL, T - 68, TEGHORIA MAIN ROAD, P.O HATIARA, Thana: Baguiati, City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700157, By caste Hindu, By Profession Service

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

Execution is admitted on 28/03/2016 by

SAHAJAHAN MONDAL, Alias SAHAJAHAN ISLAM MOLLA, Son of LAL MOHAMMAD MONDAL ALIAS HAZI LAL MOHAMMAD MOLLA, MAHAMMADPUR, P.O: KADAMPUKUR, Thana: Rajarhat, City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Muslim, By Profession Business  
Identified by MINTU PAUL, Son of SUBHASH CHANDRA PAUL, T - 68, TEGHORIA MAIN ROAD, P.O HATIARA, Thana: Baguiati, City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700157, By caste Hindu, By Profession Service

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

Execution is admitted on 28/03/2016 by

SAFIKUL ISLAM MONDAL, Alias SAFIKUL ISLAM MOLLA, Son of LAL MOHAMMAD MONDAL ALIAS HAZI LAL MOHAMMAD MOLLA, MAHAMMADPUR, P.O: KADAMPUKUR, Thana: Rajarhat, City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Muslim, By Profession Business  
Identified by MINTU PAUL, Son of SUBHASH CHANDRA PAUL, T - 68, TEGHORIA MAIN ROAD, P.O HATIARA, Thana: Baguiati, City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700157, By caste Hindu, By Profession Service

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

Execution is admitted on 28/03/2016 by





- SALIM MONDAL, Alias SALIM MOLLA, Son of LAL MOHAMMAD MONDAL ALIAS HAZI LAL MOHAMMAD MOLLA, MAHAMMADPUR, P.O: KADAMPUKUR, Thana: Rajarhat, City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Muslim, By Profession Business  
Indetified by MINTU PAUL, Son of SUBHASH CHANDRA PAUL, T - 68, TEGHORIA MAIN ROAD, P.O: HATIARA, Thana: Baguiati, City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700157, By caste Hindu, By Profession Service

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

Execution is admitted on 28/03/2016 by

SHISHIR GUPTA Director, REALTECH NIRMAN PVT LTD, T - 68, TEGHORIA MAIN ROAD, P.O - HATIARA, P.S. - Baguiati, Kolkata, District - North 24-Parganas, West Bengal, India, PIN - 700157 SHISHIR GUPTA, Son of Late SHREE BHAGWAN GUPTA, T - 68, TEGHORIA MAIN ROAD, P.O: HATIARA, Thana: Baguiati, City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700157, By caste Hindu, By profession Business

Indetified by MINTU PAUL, Son of SUBHASH CHANDRA PAUL, T - 68, TEGHORIA MAIN ROAD, P.O: HATIARA, Thana: Baguiati, City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700157, By caste Hindu, By Profession Service

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

Execution is admitted on 28/03/2016 by

SK NASIR Director, REALTECH NIRMAN PVT LTD, T - 68, TEGHORIA MAIN ROAD, P.O - HATIARA, P.S. - Baguiati, Kolkata, District - North 24-Parganas, West Bengal, India, PIN - 700157 SK NASIR, Son of Late SK RASHID, T - 68, TEGHORIA MAIN ROAD, P.O: HATIARA, Thana: Baguiati, City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700157, By caste Muslim, By profession Business

Indetified by MINTU PAUL, Son of SUBHASH CHANDRA PAUL, T - 68, TEGHORIA MAIN ROAD, P.O: HATIARA, Thana: Baguiati, City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700157, By caste Hindu, By Profession Service

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs. 5,000/-, by online = Rs 70,021/-

**Description of Stamp**

1. Rs 5,000/- is paid on Impressed type of Stamp, Serial no 1444, Purchased on 26/02/2016, Vendor named M C.



(Debasish Dhar)

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
North 24-Parganas, West Bengal





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

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being No 152303643 for the year 2016.



*Dhar*

Digitally signed by DEBASISH DHAR  
Date: 2016.03.30 15:31:40 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 30-03-2016 15:31:39  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
West Bengal.

(This document is digitally signed.)

