

SL = 5323/17

I-5447. 5569.



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

G 936406

शु = 01/330102/17

22/09/17

Certified that this stamp is admitted to circulation and the endorsement given on this stamp sheet is valid and the documents are the part of the documents.

[Signature]

Sub-Registrar
Panskura

22 SEP 2017

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 21 day of September, 2017.

BY & BETWEEN

(1) **SK. RAFIK MOHAMMAD**, son of Late Sk. Naziruddin, (2) **SK. SAKIL MAHAMMAD**, (3) **SK. SAJID MAHAMMAD**, (4) **SK. SABIR MAHAMMAD**, (5) **SK. BELAL MAHAMMAD**, all 2 to 5 are sons of Late Sk. Sairuddin, all by Faith Muslim, by Occupation Business residing at Village- Bahargram, P.O. & P.S.: Panskura, District-

Azizmas

ক্রমিক নং ৪৮৫ তারিখ ২০/৯/১৭

মূল্য ৫০০.০০ টাকা মাত্র

ক্রয়কারীর নাম ঢাকা কৃষিকেন্দ্রসমূহ

সংগ্রহকারীর নাম বাসুদেব

স্বাক্ষরকারীর নাম/পদবী

স্বাক্ষরকারীর নাম/পদবী

স্বাক্ষরকারীর নাম/পদবী

স্বাক্ষরকারীর নাম/পদবী



(Handwritten signature)

Addl. Dist. Sub-Registrar
Panskura, Purba Medinipur

7 2 SEP 2017

Purba Medinipur, Pin: 721152, hereinafter conjointly referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successor and/or successors in office/interest and assigns) of the **FIRST PART**

AND

SYED FIRDOSH ALAM, son of Syed Abdul Kalam Azad, being the sole proprietor of M/S. MIR REALTY, a Proprietary Concern, having his office at Village- Ranihati, P.O.: Pratappur, P.S.: Panskura, District- Purba Medinipur, Pin: 721152, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heir/s, legal representatives, executors, administrators successor or successors in interest and assigns,) of the **SECOND PART**

- A) **WHEREAS** two full blood brothers, namely Sk. Naziruddin and Sk. Sahiruddin, both since deceased had altogether 58.50 Dcml. of Land in RS. Dag No. 677, LR Dag No. 527, LR Khatian Nos. 779/3, 949/1, 948/2, 952/1 & 651/1 and in RS. Dag No. 678, LR Dag No. 574 LR Khatian Nos. 779/3, lying and situated under at Mouza- Bahargram, J.L. No. 76, P.O. and P.S.: Panskura, within the local limits of Ward No. 08 of Panskura Municipality District- Purba Medinipur, lying under jurisdiction of A.D.S.R. Panskura, Pin: 721152.



e
Addl. Dist. Sub-Registrar
Panstara, Purba Medinipur

22 SEP 2017

- B) **AND WHEREAS** Out of the said 58.50 Dcml. of land said Sk. Naziruddin, since deceased had 35.50 Dcml. of land classified as "Agricultural Land" to the tune of 32 Dcml. area and "Bastu Land" to the tune of 3.50 Dcml. of area. Said 32 Dcml. of agricultural land was and is lying and situated in RS. Dag No. 677, LR Dag Nos. 527, under Khatian Nos. 779/3 and said 3.50 Dcml. of bastu land was and is lying and situated in RS. Dag No. 678, LR Dag Nos. 574, under Khatian Nos. 779/3 at said Mouza- Bahargram.
- C) **AND WHEREAS** the remaining land i.e., 23 Dcml. of Land belonged to said Sk. Sahiruddin being classified as "Agricultural Land" was and is lying and situated RS. Dag No. 677, LR Dag Nos. 527 under Khatian Nos. 949/1, 948/2, 952/1, and 651/1 at said Mouza- Bahargram.
- D) **AND WHEREAS** on 02.02.1987 said Sk. Sairuddin, since deceased vide a Registered Deed of Gift being Deed No. 665 for the Year 1987 registered in the office of the then Sub-Registrar, Panskura in Book No. 1, Volume No.- 31, Pages 20 to 24 transferred all his right, title and interest in respect of his said 23 Dcml. of Land under Bahargram Mouza in favour of his sons, Sk. Sakil Mahammad, Sk. Sajid Mahammad, Sk. Sabir Mahammad, Sk. Belal mahammad, i.e., the owners no.2 to 5 herein.
- E) **AND WHEREAS** on 14.09.1989 said Sk. Naziruddin, since deceased vide a Registered Deed of Gift being Deed No. 4199 for

Azizuddin

Faint, illegible text at the top of the page, possibly a header or introductory paragraph.

Second block of faint, illegible text in the middle of the page.



[Handwritten Signature]
Addl. Dist. Sub-Registrar
Panskura, Purba Medinipur

22 SEP 2017

Faint, illegible text at the bottom of the page, possibly a footer or concluding paragraph.

the Year 1989 registered in the office of the then Sub-Registrar, Panskura in Book No. I, Volume No.- 71, Pages 257 to 262 transferred all his right title and interest in respect of his said 35.50 Dcml. of Land under Bahargram Mouza in favour of his son, Sk. Rafik Mohammad, i.e., the owner no.1 herein.

F) **AND WHEREAS** even after having asymmetric quantum of share both the said Sk. Naziruddin and Sk. Sahiruddin during their lifetime jointly possessed and occupied the entirety of said 58.50 Dcml. of Land under Bahargram Mouja. After their demise their successors-in-interest, i.e., the Owners herein had also been conjointly possessing and occupying said 58.50 Dcml. of Land, more or less in RS. Dag No. 677, LR Dag No. 527, LR Khatian Nos. 779/3, 949/1, 948/2, 952/1 & 651/1 and in RS. Dag No. 678, LR Dag No. 574, LR Khatian No. 779/3, lying and situated under at Mouza- Bahargram, J.L. No. 76, P.O. and P.S.: Panskura, within the local limits of Ward No. 08 of Panskura Municipality District- Purba Medinipur, lying under jurisdiction of A.D.S.R. Panskura, Pin: 721152, more particularly described in the **SCHEDULE** hereunder written and hereinafter referred to as the "**Said Premises**".

G) **AND WHEREAS** the owners for developing the said 58.50 Dcml. of Land on 14.3.2016 entered into a development agreement with the developer , hereinafter referred to as "**the earlier development agreement**", duly registered on 31.05.2016 before the office of the A.D.S.R.O., Panskura in Book No.-I, CD Volume No. 1111-2016 Pages from 46386 to 46424, being Deed No. I-3086 for the 2016.

Azinas



[Handwritten signature]

Addl. Dist. Sub-Registrar
Panskura, Purba Medinipur

22 SEP 2017

- H) **AND WHEREAS** in connection with the said development agreement the owners on 31.05.2016 executed and registered a power of attorney, hereinafter referred to as "**the earlier power of attorney**" in favour of the developer bearing Deed No. 3089 of 2016, duly registered in the office of the A.D.S.R.O., Panskura in Book No.-I, CD Volume No. 1111-2016 Pages from 46453 to 46472 thereby duly authorizing the developer to do all the needful on their behalf for the proposed housing project.
- I) **AND WHEREAS** upon application/s of the owners the appropriate authority made necessary conversion of said land in the relevant record of right.
- J) **AND WHEREAS** it has been of-late perceived by both the parties herein that in the earlier development agreement as well as in the earlier power of attorney an unforced and/or unintentional error committed as instead of said LR Dag No. 574 it was wrongly recorded as LR Dag No. 528 as and where appeared in the said registered instruments.
- K) **AND WHEREAS** both the parties herein thereafter on 15.06.2017 executed a deed of declaration being Deed No. 3148 of 2017, duly registered in the office of the A.D.S.R.O., Panskura in Book No.-I, CD Volume No. 1111-2017 Pages from 44829 to 44852 so as to rectify the error apparent in the said earlier development agreement.

Azizus



[Handwritten Signature]
Addl. Dist. Sub-Registrar
Panagar, Purbani Medinipur

22 SEP 2017

- L) **AND WHEREAS** pursuant to consent of the developer the owners herein on 15.06.2017 vide an instrument revoked the said earlier development power of attorney, being Deed No. 14 of 2017, registered in the office of the A.D.S.R.O., Panskura in Book No.-IV, CD Volume No. 1111-2017 Pages from 167 to 184.
- M) **AND WHEREAS** due certain technical reasons parties hereto are now desirous to execute a comprehensive development agreement de novo upon cancellation of said earlier development agreement alongwith said deed of declaration.

NOW THIS AGREEMENT WITNESSETH and it is agreed and declared by and between the parties hereto as follows:

1. **THAT** said earlier development agreement for assignment dated 31.05.2016 registered before the office of the A.D.S.R.O., Panskura in Book No.-I, CD Volume No. 1111-2016 Pages from 46386 to 46424, being Deed No. I-3086 for the year 2016 and said deed of declaration dated 15.06.2017 being Deed No. 3148 of 2017, registered in the office of the A.D.S.R.O., Panskura in Book No.-I, CD Volume No. 1111-2017 Pages from 44829 to 44852 are hereby rescind and/or cancelled.

Azizur

Faint, illegible text at the top of the page, possibly a header or introductory paragraph.

Second block of faint, illegible text, likely the main body of the document.

Third block of faint, illegible text, possibly a concluding paragraph or signature area.



[Handwritten signature]

Addl. Dist. Sub-Registrar
Panchayat, Purbachal, West Bengal

22 SEP 2017

2. **THAT** all the terms and conditions covenanted by and between the parties thereto being the parties herein shall become ineffective, invalid and inoperative upon execution of these presents.
3. **THAT** upon execution of these presents in rescission/cancellation of said earlier development agreement and said deed of declaration each party shall be released by the other from obligation to perform its part of the contract under the said agreements.

NOW THIS AGREEMENT FURTHER WITNESSETH and it is hereby agreed by and between the parties herein that the said land premises as defined herein below shall be developed on the terms and conditions as follows:


ARTICLE - 1 (DEFINITION)

In these presents unless there is something in the context repugnant to or inconsistent with:

- 1.1. **OWNERS** : - shall mean and include the said (1) **SK. RAFIK MOHAMMAD**, son of Late Sk. Naziruddin, (2) **SK. SAKIL MAHAMMAD**, (3) **SK. SAJID MAHAMMAD**, (4) **SK. SABIR MAHAMMAD**, (5) **SK. BELAL MAHAMMAD**, all 2 to 5 are sons of Late Sk. Sairuddin, residing at Village- Bahargram, P.O. & P.S.: Panskura, District- Purba Medinipur, Pin: 721152 and shall also mean and include their heirs, executors, administrators, legal representatives and assigns.

Azizuddin




Addl. Dist. Sub-Registrar
Panstura, Purba Medinipur

22 SEP 2017

1.2. PROMOTER/DEVELOPER : - shall mean and include said **SYED FIRDOSH ALAM**, son of Syed Abdul Kalam Azad, being the sole proprietor of M/S. MIR REALTY, a Proprietary Concern, having his office at Village- Ranihati, P.O.: Pratappur, P.S.: Panskura, District- Purba Medinipur, Pin: 721152 and shall also include his heirs, successor and/or successors in interest, officer bearers, and assigns.

1.3. PREMISES: - shall mean **ALL THAT** piece or parcel of 58.50 Dcml. of Land, apportioned more or less as 55 Dcml. of land in RS. Dag No. 677, LR Dag No. 527, LR Khatian Nos. 779/3, 949/1, 948/2, 952/1 & 651/1 and as 3.50 Satak Land in RS. Dag No. 678, LR Dag No. 574 LR Khatian Nos. 779/3, lying and situated under at Mouza- Bahargram, J.L. No. 76, P.O. and P.S.: Panskura, within the local limits of Ward No. 08 of Panskura Municipality District- Purba Medinipur, lying under jurisdiction of A.D.S.R. Panskura, Pin: 721152, morefully and particularly mentioned under **FIRST SCHEDULE** written hereunder appearing free from all encumbrances whatsoever.

1.4. BUILDING: - shall mean and include the proposed multistoried residential cum commercial building and/or buildings to be constructed at the said piece or parcel of 58.50 Dcml. of Land, apportioned more or less as 55 Dcml of land in RS. Dag No. 677, LR Dag No. 527, LR Khatian Nos. 779/3, 949/1, 948/2, 952/1 & 651/1 and as 3.50 Satak Land in RS. Dag No. 678, LR Dag No. 574 LR Khatian Nos. 779/3, lying and situated under at Mouza- Bahargram, J.L. No. 76, P.O. and P.S.: Panskura, within the local limits of Ward No. 08 of Panskura Municipality District- Purba Medinipur, lying under jurisdiction of A.D.S.R. Panskura, Pin: 721152, morefully and particularly mentioned under **FIRST SCHEDULE** written hereunder .

Aziz
1.5. COMMON FACILITIES :- shall mean and include corridors, pump room, overhead water tank, driveways, common staircase and/or elevator, passage, underground water reservoir, water pump, motor, said water body, Children's cum joggers' park, community centre or recreation club or gymnasium, and other facilities which may be mutually agreed upon between the parties and required for the establishment, provisions maintenance and/or management of the said proposed building.



Addl. Dist. Sub-Registrar
Panchajanya, Purba Medinipur

9 2 SEP 2017

- 1.6. SALEABLE SPACE :-** shall mean and include the flats, units or spaces or shops and car parking plots in the said proposed building/buildings available for independent use and occupation with for residential and commercial purpose after making due provisions for common facilities and amenities and the space required therefore excepting for the owners' allocation on the building out of the total saleable area.
- 1.7. OWNERS' ALOCATIONS: -** shall always mean the above-named land owners shall be entitled to 30% (Thirty Percent) of the total constructed area of the proposed building/s as per building plan to be sanctioned after completion of the proposed building/s. The owner's allocation is morefully and in particular described in the PART-I OF THE SECOND SCHEDULE referred herein under.
- 1.8. PROMOTER/DEVELOPER'S ALLOCATION :-** shall mean 70% of the total constructed floor areas in the proposed multistoried building/s as per building plan to be sanctioned after completion of the proposed building/s. The developer/promoter's' allocation is morefully and in particular described in the PART-II OF THE SECOND SCHEDULE referred hereunder.
- 1.9. ADDITIONAL FLOOR/S:-** In case of any additional floor/s available pursuant to revised or modified building plan in respect of the proposed building shall exclusively belong to the owners and the developer in said 30:70 ratio.
- 1.10. ROOF RIGHT:-** Right to use Roof in the proposed multistoried building/s shall exclusively belong to the parties hereto in the above-mentioned ratio.
- 1.11. THE ARCHITECH :-** shall mean and include the Architect and/or Architects who shall be appointed by the said Promoter/Developer who shall be in charge of the said construction which will be undertaken to be constructed and/or erected on the said land premises in question.
- 1.12. BUILDING PLAN :-** shall mean and include such plan and/or plans for the construction of the said multistoried building/buildings to be sanctioned by the Panskura Municipality or any other competent authority for the construction of the

Amis



[Handwritten signature]

Addl. Dist. Sub-Registrar
Panstara, Pabna, Bangladesh

7 2 SEP 2017

building/s including its modifications and/or revisions for the said proposed project.

1.13. TRANSFER :- with all its grammatical variations shall mean transfer by way of sale of the flat/s, car parking space/s, shop room/s and/or office space/s by the Promoter/Developer to the intending transferee or transferees out of Developer's allocated floor areas in the proposed building.

1.14. TRANSFEREE/S :- shall mean the Purchaser/s who will purchase any flat/unit car spaces, shop room/s and/or office space/s in the said proposed building and/or buildings.

1.15. THE SAID PLOT OF LAND shall mean all that piece and parcel of land particularly mentioned and described in the FIRST SCHEDULE hereunder appearing.

1.16. TIME PERIOD FOR COMPLETION OF THE PROPOSED PROJECT:- The Developer/promoter shall complete the project within 36 (Thirty-six) months from the date of sanction of proposed Building/s plan and/or from the date of obtaining Commencement Certificate from the competent authority in terms of Real Estate (Regulation and Development) Act, 2016 read with relevant provisions of ensuing West Bengal Real Estate (Regulation and Development) Rules . And such period shall stand extended for another grace term of six (6) months if project is not completed for any unforeseen of unavoidable reason/s.

ARTICLE-II (COMMENCEMENT):-

2.1 That this agreement shall be deemed to have commenced on and with effect from 21 day of **SEPTEMBER, TWO THOUSAND SEVENTEEN.**

Asisnes



Addl. Dist. Sub-Registrar
Panskura, Purba Medinipur

22 SEP 2017

ARTICLE-III (OWNERS' WARRANTIES & REPRESENTATIONS):-

- 3.1 **Possession** :- The Owners are now absolutely seized and possessed of or otherwise well and sufficiently entitled in the said premises.
- 3.2 **Alienability** :- The said land premises is free from all sorts or encumbrances, attachments, lispence, mortgages and liens of whatsoever and howsoever nature and the Owners herein have got valid and marketable title in all that the said land premises, being their right remain un-demarcated, proportionate and impartible. No portion or part of the said land premises has been acquisitioned and/or requisitioned by any Govt./statutory body.
- 3.3 **Handover of original papers and documents:-** Immediately after execution of this agreement the owners shall handover all the originals deeds, agreements, record of rights and other original papers and documents pertaining to said premises if not lying with the promoter/developer.
- 3.4 **Release of possession:-** Immediately upon execution of this agreement the owners shall deliver peaceful vacant possession of the said premises to the developer, if not lying already and the developer thereupon shall be entitled to erect its temporary office and display its signboard thereat.
- 3.5 **No Objection:-** The owner shall have no objection, dispute or prejudice and problem if the developer will be able to get the building plan sanctioned in its own name and get other permission/s or licenses like water connection, electric connection, electric transformers etc also in its own name.

ARTICLE - IV (PROMOTER/DEVELOPER'S RIGHTS CUM AUTHORITY):-

Amended

Subject: [Faint text]

[Faint text]

[Faint text]

[Faint text]



[Faint text]

[Faint text]

e
Addl. Dist. Sub-Registrar
Panskura, Purba Medinipur

9 2 SEP 2017

- 4.1 **Right to negotiate and take advance:-** The Promoter/Developer shall have authority to deal with the property in terms of this agreement or negotiate with any person or persons or enter into any contract or agreement or take any advance against their allocation or right acquired under this agreement.
- 4.2 **Right to get sanction and build-up:-** The Owners hereby grant subject to what have been hereunder provided, exclusive rights to the Promoter/Developer to build upon the said premises the proposed building/s in accordance with the plan to be sanctioned by the competent authority in the name of the Owner or the developer, as the case may be with or without any amendment and/or modification thereto made or caused to be made by the parties thereto.
- 4.3 **Application for sanction of building plan and other permits:-** All applications, plans and other papers and/or documents may be required by the Promoter/Developer for the purpose of obtaining necessary sanction from the competent authority shall be prepared and submitted by the Promoter/Developer on behalf of the Owners and the Owner shall sign all such plan, application other papers and documents as and when necessary and all such costs and expenses will be borne by the Promoter/Developer as the Promoter/Developer shall also bear the plan sanction costs and incidental expenses thereto connected therewith including the fees of the Architect. The Promoter/Developer shall also obtain the completion certificate from the concerned Municipality after completing construction of the proposed building. The developer shall apply and/or submit the building plan for sanction before the Panskura Municipality and shall also apply for other necessary permission within two months after vacant possession of the said premises is delivered to it by the owners.
- 4.4 **Selling rate:-** The selling rate of the saleable portion in the proposed building/s shall be fixed by the Promoter/Developer without any prior permission or consultation with or interference of the Owner. The Profit and Loss earned from the project will be entirely received or borne by the Promoter/Developer and no amount will be adjusted from the Owners' allocation on account of loss or vice versa or on account of profit from Promoter/Developer's allocation.

Ajimes



[Signature]
Addl. Dist. Sub-Registrar
Panskura, Purba Medinipur

22 SEP 2017

- 4.5 Booking:-** Booking from intending Purchaser/s for saleable space in the proposed building/s shall be taken by the Promoter/Developer for itself in respect of developer's allocated floor areas and agreement/s in that respect with the intending Purchasers shall be signed by the authorized person/s of the developer and inter alia for that the owner shall execute and register a Development Power of Attorney in favour of the authorized person/s of the developer/promoter. The owners shall have no claim over such booking amount same shall be received and appropriated by the developer only.
- 4.6 Sole Selling Right cum Preferential Right:-** The developer shall have the sole selling right in respect of the saleable spaces in the proposed building or buildings in respect of their allocated portion for itself. However the developer after completion of proposed project shall have the preferential right to purchase the owners' allocated floor areas in its own name or the developer shall also have the right to nominate some person/s else in their place to purchase owners' allocated floor areas or any part or portion thereof in case the owners do not want to retain their portion and really intend to sell-out their allocated floor areas or any part or portion thereof.
- 4.7 Searching:-** If not done earlier, the Developer shall have that every right to search in the available records before appropriate offices and departments regarding sanctity of owners' title, as & where concomitant and as & where several in respect of the said land premises at its own cost within three (3) months from the date of execution of this agreement.
- 4.8 Miscellaneous rights and Powers:-**
- a. The Promoter/Developer shall be empowered to collect consideration money from the sale of floor areas or portion/s thereof out of Promoter/Developer's allocated floor areas from the intending Purchasers for itself and issue valid money receipts in its own name and shall have the right to appropriate sale proceeds for its satisfaction only.
 - b. On completion of the said proposed building and/or buildings when the flats will be ready for giving possession to the intending Purchasers the possession letters to the intending purchasers will be signed by the Promoter/Developer.

Azizur

Faint, illegible text, likely bleed-through from the reverse side of the page.



[Handwritten signature]
Addl. Dist. Sub-Registrar
Panskura, Purba Medinipur

9 2 SEP 2017


- c. All construction costs and expenses in relation thereto will be borne by the Promoter/Developer, no liability on account of construction costs and expenses will be charged from the Owner's allocation.
- d. Before giving possession to the intending purchaser/s in respect of developer's allocated floor areas or any portion/s thereof to be sold out, the promoter/developer will preferably handover possession of owner's allocated floor areas to be finished in all respect to the owners subject to what is stated under Clause 14.2 *infra*.

ARTICLE - V (COST AND/OR CONSIDERATION AND/OR ADVANCE)

- 5.1 The Promoter/Developer has agreed to build the said proposed building/s at its own costs and expenses and the Owners shall not be required to contribute any sums towards the construction of the said proposed building and/or buildings or otherwise.
- 5.2 That if not paid at the time of execution of the said earlier development agreement then subject to what have been stated under Clause 3.4 and 3.5 herein above Promoter/Developer has agreed hereby and herein to pay and deposit a sum of Rs. 12,00,000/- (Rupees Twelve Lakhs Only) with the owners herein as refundable security deposit to the owners which owners shall payback to the developer before taking possession of their allocated floor areas in the proposed building/s.
- 5.3 Since the proposed project is a joint venture between the owners and the developer/promoter, hence the owners in consideration shall get their share of constructed floor areas as defined under Clause no. 1.7 as above and the developer shall get his share of constructed floor areas as defined under Clause 1.8 as above.
- 5.4 The Promoter/Developer has agreed with the owners herein in this regard that in case if the developer will not be able to commence its developmental work within two months from the date of sanction of building plan and/or from obtaining commence certificate as mentioned herein above or the proposed building is

As per




Addl. Dist. Sub-Registrar
Panskura, Purba Medinipur

7 2 SEP 2017

not completed within the stipulated period of time due to negligence of the developer then the developer/promoter shall compensate the owner by paying them Rs. 2,00,000/- (Rupees Two Lakhs Only).

5.5 Having agreed to consideration as set-forth hereinabove the Owners shall grant exclusive right of developing the said premises to the developer herein.


5.6 Apart from the aforesaid consideration which has been agreed to be made by the Promoter/Developer to the Owners as indicated in Clause No. 5.2 hereinabove written, the Promoter/Developer has agreed to make and shall remain bound to make and bear several necessary expenses as consideration for the purpose of development of the said premises and such consideration for all practical purposes will be deemed to be apparent consideration which are as follows:

- (a) Space allocation of the Owners.
- (b) Costs, charges and expenses incurred for construction erection and completion of the said new building and/or buildings at the said premises.
- (c) Costs, charges and expenses on account of causing the plan or map prepared for the purpose of obtaining sanction by the competent authority or its necessary alterations and/or modifications.
- (d) Costs, charges and expenses incurred for installation of sewerage, drainage and other connections.
- (e) Fees payable to architects and the engineers as also fees payable to the competent authority or municipality for the purpose of obtaining necessary permission or sanction for sewerage, drainage and water connection.
- (f) 70% of Cost for installing electrical transformer/s (remaining 30% cost shall be borne by the owners).
- (g) Costs of supervision of construction of the Owners' allocation of the said premises.

5.7 The Owners have agreed to grant exclusive right for developing the said premises in terms of these presents, and the Promoter/Developer has agreed and undertaken to build the said

Agreed




Addl. Dist. Sub-Registrar
Panchajanya, Purba Medinipur

22 SEP 2017
22 SEP 2017

building/s at its own costs and expenses and the Owners shall not be required to contribute any sum towards construction of the said building and/or development of the said land. It is hereby made clear that the Promoter/Developer after completion of the construction of the said building in all respect shall be entitled to deliver possession to the actual buyers before delivering possession of the Owners' allocation.

ARTICLE - VI (PROCEDURE)

- 6.1 By signing these presents the owners being the Principals herein are empowering and appointing the **SYED FIRDOSH ALAM**, son of Syed Abdul Kalam Azad, being the sole proprietor of M/s. Mir Realty, a Proprietary Concern, having his office at Village-Ranihati, P.O.: Pratappur, P.S.: Panskura, District- Purba Medinipur, Pin: 721152 as their true and lawful Attorney to obtain sanctioned building plan and to cause construction thereof and also to sell and transfer any shop/office space/flat/car parking space etc. Out of Developer's allocated floor areas to any intending buyer and to enter into any such Agreement for Sale and execution of proper Deed of Conveyance in favour of the intending purchasers representing the Owners herein being the holder of Development Power of Attorney of the Owners.

ARTICLE - VII (DEALING OF SPACES IN THE SAID PROPOSED BUILDING)

- 7.1 Subject to what is stated under Clause 5.7 hereinabove, the Promoter/Developer shall on completion of the said building put the owners in undisputed possession of the Owners' allocation **TOGETHER WITH THE RIGHTS** in common to the facilities and amenities to be enjoyed proportionately with other owners of respective flats/units/shops/office spaces/car parking plots. For that the Promoter/Developer within 15 (fifteen) days from obtaining Completion Certificate will send an official notice to the owners herein for taking the possession of the Owners' allocation within 30 days from receipt of the said notice and if within 30 (thirty) days after receipt of such notice if the Owners neglect to take such possession, thereafter the Promoter/Developer herein

Asis

Faint, illegible text at the top of the page, possibly a header or introductory paragraph.

সংস্করণ IV - ১৫/১০/১৭

Main body of faint, illegible text, likely the primary content of the document.



সংস্করণ III - ১৫/১০/১৭

Faint, illegible text at the bottom of the page, possibly a footer or concluding paragraph.

[Handwritten signature]

Addl. Dist. Sub-Registrar
Panjkora, Purba Medinipur

7 2 SEP 2017

Purchaser/Purchasers PROVIDED HOWEVER the costs of Conveyances or Conveyances including non-judicial stamps and registration expenses and all other legal expenses incidental thereto shall be borne and paid by the intending Purchaser/Purchasers thereof including the remuneration of the Advocate.

- 7.5 As per reasonable of requirement of the Real Estate (Regulation and Development) Act, 2016 to be read with ensuing West Bengal Real Estate (Regulation and Development) Rules the Developer shall keep depositing 70% of the amount as and when and whatsoever realised for the proposed project from the allottees, from time in a separate account to be maintained in a Scheduled Bank as included in the Second Schedule to the Reserve Bank of India Act, 1934 till completion of the project and same will be utilized for construction purpose only during construction period and thereafter shall be appropriated by the developer as per its preference and to its satisfaction. Said account shall be operated by the Promoter/Developer in terms of relevant provisions of said Act of 2016 to be read with ensuing State Rules.

ARTICLE - VIII (BUILDING WITH COMMON AREAS AND COMMON FACILITIES)

- 8.1 The Promoter/Developer shall at its own costs construct, erect and complete the proposed building or buildings at the said premises in accordance with the sanctioned building plan and with such materials and with such specification as are mentioned in the THIRD SCHEDULE hereunder written and as may be recommended by the Architect from time to time.

- 8.2 The Promoter/Developer shall install and erect in the said building/s at the Promoter/Developer's own costs and expenses standard New Pump Set, Tube Wells, Water Storage Tank, Overhead Reservoirs, Lift, Transformers, Electrical Wirings, Fittings and Installations and other facilities as are required to be provided in a residential cum commercial building having self contained apartments constructed for sale of flats, shops, offices and car parking spaces herein on Ownership basis and as mutually agreed.



[Signature]
Addl. Dist. Sub-Registrar
Panskura, Purba Medinipur

22 SEP 2017

- 8.3 Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto provided which are not inferior to the standard as mentioned in the relevant Municipal Building Laws.
- 8.4 All costs, charges and expenses including Architect's fees shall be discharged and paid by the Promoter/Developer and the Owner will have no responsibility in this context to the Architect.
- 8.5 Common areas and facilities in the proposed building shall mean shall and include corridors, pump room, overhead water tank, driveways, common staircase and/or elevator, passage, underground water reservoir, water pump, motor, said water body, Children's cum joggers' park, community centre or recreation club or gymnasium, and other facilities which may be mutually agreed upon between the parties and required for the establishment, provisions maintenance and/or management of the said proposed building.

ARTICLE - IX (SPACE ALLOCATION)

- 9.1 OWNER'S ALOCATIONS: - shall always mean the above-named land owners shall be entitled to 30% (Thirty Percent) of the total constructed area of the proposed building/s as per building plan to be sanctioned after completion of the proposed building/s. The owner's allocation is more fully and in particular described in the PART-I OF THE SECOND SCHEDULE referred herein under.
- 9.2 PROMOTER/DEVELOPER'S ALLOCATION :- shall mean 70% (Seventy Percent) of the total constructed floor areas in the proposed multistoried building/s as per building plan to be sanctioned after completion of the proposed building/s. The developer/promoter's' allocation is more fully and in particular described in the PART-II OF THE SECOND SCHEDULE referred hereunder.

Amir



[Handwritten signature]

Addl. Dist. Sub-Registrar
Panskura, Purba Medinipur

22 SEP 2017


ARTICLE - X (DEVELOPMENT POWER OF ATTORNEY)

The OWNERS, (1) **SK. RAFIK MOHAMMAD**, son of Late Sk. Naziruddin, (2) **SK. SAKIL MAHAMMAD**, (3) **SK. SAJID MAHAMMAD**, (4) **SK. SABIR MAHAMMAD**, (5) **SK. BELAL MAHAMMAD**, all 2 to 5 are sons of Late Sk. Sairuddin, all by Faith Muslim, by Occupation Business residing at Village- Bahargram, P.O. & P.S.: Panskura, District- Purba Medinipur, Pin: 721152 as being the PRINCIPALS herein doth hereby appoint, constitute and nominate said **SYED FIRDOSH ALAM**, son of Syed Abdul Kalam Azad, being the sole proprietor of M/s. Mir Realty, a Proprietary Concern, having his office at Village- Ranihati, P.O.: Pratappur, P.S.: Panskura, District- Purba Medinipur, Pin: 721152, as their TRUE AND LAWFUL ATTORNEY to represent the Owners/Principals to do exercise, execute and perform individually all and every acts, deeds, matters and things as mentioned hereunder:

- 10.1. To possess, hold and occupy entirety of the said premises.
- 10.2. To set-up site office and to erect signboard or illuminated board or install any hoarding at the said premises.
- 10.3. To prepare building plan for the proposed building or buildings and obtain necessary sanction and/or approval for such building plan from the competent authority.
- 10.4. To obtain commencement Certificate for the proposed project from the competent authority.
- 10.5. To apply for registration and to obtain certificate of such registration in respect of the proposed project and do other needful

ABISWAS




Addl. Dist. Sub-Registrar
Panadura, Penland, Ceylon

9 2 SEP 2017

in compliance with the Real Estate (Regulation and Development) Act of 2016 to be read with ensuing West Bengal Real Estate (Regulation and Development) Rules.


10.6. To construct building/buildings according to the building plan to be sanctioned by the competent authority and/or Panskura Municipality at the said premises.

10.7. To sign any application or affidavits and affirm the same on behalf of the Owners herein which may be necessary for the construction of the said building or buildings and to carry correspondence on behalf of the owners herein with all concerned authorities and body/bodies including Panskura Municipality, Government of West Bengal, Police, Fire Brigade, WBSEDCL, West Bengal Pollution Control Board, Airport Authority, National and State Highways Authorities etc. in connection with the said construction and development of the said premises under reference to make sign and submit application, petition, letters and other writings to the appropriate authorities, local bodies for all and every licences, permission sanctions and consents required for the proposed construction and/or development over the said premises.

10.8. To mortgage the said premises or any part or portion thereof and/or the proposed building or any part or portion thereof before construction or on the verge of its construction or upon completion

Asis




Addl. Dist. Sub-Registrar
Panskura, Purba Medinipur

9 2 SEP 2017

of building any portion therein to raise fund for the proposed project.


10.9. To execute Agreement for Sale, Deed of Conveyance on behalf of the Owners herein in respect of the flats, shops, offices, car parking spaces of the said proposed building/buildings forming part of the developer's allocated floor areas. i.e., 70% areas in the proposed building or buildings excepting the Owner's allocation mentioned in Clause 1.8 of the this development agreement and to receive payments from the intending Purchaser/Purchasers and to grant valid receipts to them always subject to the terms, conditions, stipulations and undertakings contained in these presents.

10.10. To procure Purchasers of the flats/shops/offices/car parking spaces of the said proposed building and/or buildings (excluding the Owner's allocation) to be constructed by the Attorney on behalf of the Owners/Principals at the said premises.

10.11. To represent before the Registrar or any registration office namely Registrar of Assurance, District Sub-Registrar- Purba Medinipur, Additional District Sub-Registrar Panskura, for the purpose of registration of the Agreement/Agreements, Deed of Conveyance/Conveyances in respect of any saleable spaces or parts or portions (being the Promoter/Developer's/Attorney's

Agreements




Addl. Dist. Sub-Registrar
Panskura, Purba Medinipur

22 SEP 2017

Allocation) to be constructed by the said Attorney/Developer at the said premises or any other registration office having jurisdiction as will be required.

10.12. To enter into, hold and defend possession of the said land or premises and every part thereof and also to manage, maintain and administer the said land and every part thereof.

10.13. To appoint and deploy security personnel in the said land premises.

10.14. To develop the said land by construction of building/s and/or structure/s thereon and for the said purpose to do all soil testing, excavation and all other works whatsoever.

10.15. To sign and submit all papers, documents, applications, undertakings, declarations and plans as will be required for having the plan sanctioned and to have the said Sanctioned Plan modified and/or altered by the competent authority and/or Panskura Municipality or other competent authorities and in connection therewith to make, sign execute and submit necessary application and declarations by giving undertakings paying fees, obtaining sanction and such order or orders and permission as be expedient.

10.16. To appear before the necessary authority including the competent authority of Panskura Municipality, Fire Brigade and

Ajizumoh



Addl. Dist. Sub-Registrar
Panskura, Purba Medinipur

22 SEP 2017

Police authorities in connection of sanctioning of plans and other purposes.

10.17. To apply for permission, if as be necessary for obtaining steel, cement, bricks and other materials for construction of buildings and constructional equipments and to appoint Architects and contractors and other consultants and experts and professional/s for the purpose of the Development of and construction at the said land.

10.18. To obtain or procure steel, cement, bricks and other materials for construction of buildings and constructional equipments etc. for the purpose of the Development of and construction at the said land.

10.19. To apply for appear before and obtain electricity and electric transformer/s, gas, telephones, water, sewerage and/or other connection of any other utilities from appropriate authorities or from the competent authorities.

10.20. To ward off and prohibit, if necessary, proceed against in due form of Law against all or any trespassers on the said land or premises or any part thereof and to take appropriate steps whether by actions or otherwise and to abate all nuisances.

A332003



Addl. Dist. Sub-Registrar
Panskura, Purba Medinipur


22 SEP 2017

22 SEP 2017

- 10.21. To accept notice and serving of papers from any Courts, Tribunal and/or Attorney and/or persons concerning said premises.
- 10.22. To receive and pay and/or deposit all moneys including Court fee, receive refunds and to receive and grant valid receipts and discharges in respect thereof concerning the proposed project.
- 10.23. To appoint and/or engage Pleaders, Advocates or Solicitors on behalf of the Owner, whenever the said Attorney shall think proper to do so and to discharge and/or terminate their appointment.
- 10.24. To sign and submit papers, applications and documents for having the mutation effected in all public records and with all authorities and/or persons including the concerned Land Authority/s and/or said Panskura Municipality being appropriate jurisdiction in respect of the said land or any portion thereof and to deal with such authority and/or authorities in any manner to have mutation effected.
- 10.25. To pay all outgoings from the date of execution of these presents including sanction fees, municipal tax, rent, revenue and other charges whatsoever payable for and on account of the said land and building and receive refund and/or other moneys including compensation of any nature from requisition and/or

Amended




Addl. Dist. Sub-Registrar
Panskura, Purba Medinipur

22 SEP 2017

acquisition authorities and to grant valid receipts and/or discharges thereof.

10.26. To take booking from the intending or proposed buyer or buyers and to enter into agreement for sale of the said Promoter/Developer's allocated floor areas or any part or portion thereof with the intending or proposed Purchasers or from the nominee/nominees of the Promoter/Developer and to receive booking money or earnest money from them and shall have full right to take the full amount from the intending buyers by disposing the Promoter/Developer's allocation or any part or portion thereof and to issue valid money receipt thereon and at the same time shall have full right to execute proper Deed of Conveyance conveying title of the Promoter/Developer's allocated floor areas or any part or portion thereof in favour of the Purchasers and to issue Possession Letter for the said sold spaces namely flats, shops, offices and/or car parking spaces in the said proposed project.

10.27. To advertise in the newspapers for procuring Purchasers for selling the flats/shops/offices/car parking spaces in the said proposed building and/or buildings.

10.28. To enter into any Agreement for Sale for the proposed flats/shops/office/car parking spaces out of developer's allocated

Agreements

Faint, illegible text, likely bleed-through from the reverse side of the page.



[Handwritten Signature]
Addl. Dist. Sub-Registrar
Panakura, Purba Medinipur

9 2 SEP 2017

floor areas and to receive advance/earnest money/consideration in respect of the said spaces and the undivided proportionate share in the land or any portion thereof for transferring land, conveying the proportionate right, title and interest of the owner in the said land to hand over the copies of the relevant documents in regard to title of the principals/grantors/owners to such intending purchaser/purchasers as the case may be, it be noted that in such case the advance receivable by the Attorney will not be demanded by the principals/grantors/owners and at the same time principals/grantors/owners shall not be held liable for any such transaction.

10.29. To defend or institute any legal action/s before any forum, tribunal or court of law in respect of the said premises or the proposed project as and when and where required.

10.30. To compromise any pending or future litigation or arbitration or legal dispute in respect of the said premises or the proposed project.

10.31. For all and any of the purpose herein before stated to appear and represent the Principals/Grantors/Owners before all authorities having jurisdiction and to sign execute and submit papers and documents as the said Attorney can act.

For Mrs. E. A.



e

Sub-Registrar
Panikula, Palakkad District

22 SEP 2017

AND THE PRINCIPALS/GRANTORS hereby ratify confirm and agree or undertake to ratify confirm and agree or undertake to ratify and confirm all the whatsoever their said Attorney or agent appointed under this Power in that hereinabove contained shall lawfully do or caused to be done in the right of or by virtue of these presents including such confirmations and other works till the completion of the whole deal as per these presents AND THIS POWER OF ATTORNEY IS IRREVOCABLE IN NATURE

ARTICLE - XII (COMMON RESTRICTION)


The Owners' allocation in the proposed building shall be subject to the same restrictions and use as is application to the Promoter/Developer's allocation in the said proposed building and/or buildings intended for common benefits of all occupations of the said building and/or buildings which shall include the followings:

11. Neither party shall use or permit to be used of their respective allocations in the said proposed building and/or buildings or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazards to the other occupiers of the said building/buildings.

- 11.2 Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in his behalf in the proposed building/s.

Asiswari




Addl. Dist. Sub-Registrar
Panskura, Purba Medinipur

22 SEP 2017

- 11.3 Neither party shall transfer or permit to transfer of their respective allocations or any portion thereof unless –
- (a) Such party shall have observed and performed all terms and conditions on their respective part to be observed and/or performed.
 - (b) The proposed transferee shall have given a written undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in his possession.
- 11.4 Both the parties shall be abide by all laws, bye-laws, rules and regulations of the Government, statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, bye-laws, rules and regulations.
- 11.5 The respective allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working condition and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other or them and/or the occupiers of the said proposed building/buildings indemnified from the against the consequence of any such breach.
- 11.6 Neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the said proposed building/buildings or any part thereof and shall keep the other occupiers in the proposed building or buildings harmless and indemnified from and against the consequences of any breach.
- 11.7 No goods or other items shall be kept by either party for display or otherwise in the corridors or other places of common use in the said building/s and no hindrance shall be caused in any manner in the free movement or users in the corridors and other places of common use in the said proposed building/buildings.

Amended



e
Addl. Dist. Sub-Registrar
Panskura, Purba Medinipur

22 SEP 2017

- 11.8 Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds corridors or any other portion or portions of the said proposed building/Buildings.
- 11.9 Either of the parties shall permit other's agents with or without workmen and others at all reasonable times to enter into and upon the other's allocation and every part thereof for the purpose of maintenance of repairing any part of the said proposed building/buildings and/or for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains gas and water pipes and electric wires and for any similar purposes.

ARTICLE - XIII (OWNERS' OBLIGATIONS)

12. The Owners doth hereby agree and covenant with the Promoter/Developer not to cause any interference or hindrance in the lawful construction of the said building at the said premises by the Promoter/Developer. If any unlawful interference or hindrance or imperilment to such construction is done the Owner shall be held liable for such damages.
- 12.2 That the Owners doth hereby covenant with the Promoter/Developer not to do any act, deed or thing whereby the Promoter/Developer may be prevented from selling assigning and/or disposing of any of the Promoter/Developer's allocated portion in the building at the said premises in favour of the intending buyers of flats/apartments in the said building. The Owners further give undertaking for and on behalf of their agents, servants, representatives for similar act at their own liability and responsibility.
- 12.3 That the Owners doth hereby covenant with the Promoter/Developer that the developer shall have the sole selling right in respect of the saleable spaces in the proposed building or buildings in respect of their allocated portion. However, the developer after completion of proposed project shall have the

Handwritten signature



e
Addl. Dist. Sub-Registrar
Patna, Bihar

22 SEP 2017

preferential right to purchase the owners allocated floor areas in its own name or the developer shall also have the right to nominate some person/s else in its place to purchase owners' allocated floor areas or any part or portion thereof in case the owners sell-out their allocated floor areas or any part or portion thereof.

- 12.4 The Owners doth hereby agree and covenants with the Promoter/Developer not to let out, grant lease, mortgage and/or charge or part with possession of the said premises or any portion thereof on and from the date of execution of this agreement.
- 12.5 The Owners herein shall have no right, authority and power to terminate and/or determine this agreement within the stipulated period of construction of the said proposed building and/or buildings. It is recorded herein that the completion period of the said proposed building and/or buildings shall be only 36 (Thirty Six) months on and from the date of the obtaining building sanction plan. If the Promoter/Developer fails to complete the said proposed building within the said 36 (Thirty Six) months thereof in that event the Owners herein will allow 6 (six) months more to complete the said proposed building/buildings subject to Force Majeure written hereunder.
- 12.6 No part of the said properties and/or premises is subject to any order of acquisition or requisition nor any notice of acquisition or requisition has/have been served upon the owners herein.
- 12.7 The said properties and/or premises have not been subject to any notice of attachment under Public Demand Recovery Act or for payment of income Tax and Municipal dues or any statutory dues whatsoever or howsoever.
- 12.8 The Owners herein undertake not to create any kind of further charges or mortgages including equitable mortgage by depositing the Title Deeds of the said premises/lands or any portion thereof at any time and during the subsistence of this agreement.

50/11/2017
A



e

Addl. Dist. Sub-Registrar
Panskura, Purba Medinipur

22 SEP 2017

- 12.9 The said properties and/or premises does not belong to any public wakf or any private wakf and/or mosque, under any Trust, private or public or any religious/debutter endowment whatsoever.
- 12.10 That immediately after signing this agreement the Owners or their men and/or agents and/or nominee/s shall have no claim and/or demand in the manner and under any circumstances whatsoever other than their allocated floor areas in the proposed building/s. If any such demand raised by the owners, then same shall be settled and adjusted out of the said Owners' allocation only.
- 12.11 That the Owners shall allow the Promoter/Developer or its men and agents to hold and possess the said premises on and from the date as mentioned hereinbefore for the purpose of survey of land, testing of soil, sanction of building plan, installation of requisite electric transformer and meter, sewerage connection, water connection at the cost of the Promoter/Developer and the Owners herein shall give their consent by signing the required papers and documents for its effectivity.
- 12.12 That before the execution of this agreement, if the Owners herein have entered into any Agreement for Sale and/or Development Agreement with any intending Purchasers/Developer respectively, it will solely be the responsibility and obligation for the owners herein to execute proper Revocation Agreement with the said parties at their own costs and expenses.
- 12.13 That the said proposed building/buildings which will be constructed by the Promoter/Developer herein the roof of such building will be for exclusive user of the developer/promoter and for the common user of the would-be Owners of flats/units/office spaces/shops in the proposed building or buildings.
- 12.14 That the owner shall always remain liable and bound to execute and sign and register any affidavit, instrument, agreement, covenant and/or deed appearing before the appropriate authority for construction of the proposed multistoried building and also for sale of developer/promoter's allocated floor areas as

Signature




Addl. Dist. Sub-Registrar
Panchkula, Punjab

22 SEP 2017

well as owners' allocated floor areas or any part or portion thereof in favour of the intending purchasers, if required.

12.15 That the Owners shall apply on their own or through the developer immediately after execution of these presents in respect of conversion of said premises or any part or portion thereof, if required for the proposed project.

12.16 That upon proper searching for sanctity of title of the owners or any one of them concerning their or his or her share in the said land premises if any dispute, in the manner whatsoever is found then in that case the owners shall remain liable to refund to the developer on its demand the consideration money to that extent they receive from the developer alongwith 12% interest per annum thereon plus amount, if any invested by the developer till the date of demand for such refund strictly within fifteen (15) days from the date of communication of that demand to the owners by the developer.

ARTICLE - XIV (DEVELOPER'S OBLIGATION)

13.1 The Promoter/Developer doth hereby agrees and covenants with the Owner to complete the construction of the said building/buildings within the said 36 (Thirty Six) months from the date of obtaining sanction building plan. If the Promoter/Developer fails to complete the said proposed building within the said 36 (Thirty Six) months thereof in that event the Owner herein shall allow 6 (six) months more to complete the said proposed building/buildings subject to Force Majeure written hereunder.

13.2 The Promoter/Developer doth hereby agrees and covenants that it shall take every necessary endeavour to get the sanction building plan of the proposed building from the concerned Municipality and obtain the same accordingly and for that expenses to be incurred will be borne by the Promoter/Developer.

13.3 The Promoter/Developer doth hereby agree and covenant that it shall arrange for the installation of new electrical connections and transformers and pursue all the needful before the concerned

Asin




[Signature]
Addl. Dist. Sub-Registrar
Panskura

22 SEP 2017

Electricity Office and for that the developer and owners shall bear the cost in the said 70:30 ratio. The Promoter/Developer doth hereby declare that regarding electricity it shall act on behalf of the owners and shall do necessary act to get the electricity meters in the names of the owners only when authority concerned does not permit the developer to install new electrical connections and transformers at the said premises for the proposed project in its own name.

- 13.4 The Promoter/Developer further hereby agrees and covenants that he shall obtain permission for availing lift facilities in the proposed building, if required from the concerned Government Department and shall give the contract for construction of lift facilities only to its choiceable elevator company.
- 13.5 The Promoter/Developer doth hereby agree and covenant with the Owners to have the right to transfer and/or assign the benefits of this Agreement or any portion thereof even without the consent in writing of the Owners herein, provided the Promoter/Developer hand over the possession of the Owners' allocation in time.
- 13.6 The Promoter/Developer doth hereby agrees and covenant with the owner not to violate or contravene any of the provisions and rules applicable for construction of the said proposed building/buildings.
- 13.7 The Promoter/Developer doth hereby agrees and covenants with the owner not to do any act deed or things whereby the owners are prevented from enjoying ,using and/or occupying owner's allocation in the said proposed building/buildings at the said premises.
- 13.8 The Promoter/Developer doth hereby confirms that any local and/or site and/or miscellaneous expenses in regard to the development of the proposed building shall be borne by it alone.




Addl. Dist. Sub-Registrar
Panskura, Panch Medinipur

22 SEP 2017

ARTICLE - XI (OTHER OBLIGATIONS)

- 14.1 The Promoter/Developer shall pay and bear all property taxes and other dues and outgoings in respect of the said building and/or buildings accruing due and as and from the date of commencement of construction of the said building/buildings, but the Owners herein shall remain liable to pay all outgoings and claims of whatsoever and howsoever nature before the execution of this agreement.
- 14.2 Within 15 (fifteen) days from the date when the Promoter/Developer obtains "Completion Certificate" from the appropriate authority upon completion of proposed building or buildings the Promoter/Developer shall give written notice to the Owners requesting the Owners to take possession of the Owners' allocation in the said proposed building/buildings. Then after 30(thirty) days from the date of service of such notice and at all times thereafter the owners shall be held exclusively responsible for payment of all Municipal and property taxes rates duties dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "The said rates") payable in respect of the owners' allocation, the said rates to be apportioned pro-rata with reference to the saleable space in the building if any are levied on the building/buildings as a whole.
- 14.3 The Owners and the Promoter/Developer shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the Owners and the Promoter/Developer and both the parties shall keep each other indemnified against all claims actions demands costs charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the Owners or the Promoter/Developer in this perspective.
- 14.4 Transfer of any part of the Owner's allocation in the new building/buildings shall be subject to the other provisions hereof and the respective transferee shall have to be responsible in respect of the space transferred to pay the said rates and service

Amended

পত্রিকার প্রকাশনা

সংক্রান্ত বিষয়ে প্রয়োজনীয় ব্যবস্থা গ্রহণ করা হয়েছে।

এই বিষয়ে প্রয়োজনীয় ব্যবস্থা গ্রহণ করা হয়েছে।



e
Adil, Sub-Registrar
Panchajyoti, District Medinipur

22 SEP 2017

charges for the common facilities as it is done in case of registered apartment owners under relevant law.

- 14.5 If anyone fails to pay any amount payable on account of the said rates and maintenance charges and common area management charges for the common facilities within 15 (fifteen) days of demand in this behalf, the owner of that portion shall be liable to pay interest in the amount outstanding if it not otherwise disputed at the rate of 12%(Twelve per cent) p.a. from the last due date of payment upon payment in full
- 14.6 The Owners shall not do any unlawful act deed or thing whereby the Promoter/Developer shall be prevented from construction and completion of the said building as per approved plan.
- 14.7 Both the Promoter/Developer and the Owners herein shall enjoy their respective allocations/portions in the said building under their occupation forever with absolute right of alienation transfer, gift etc. and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances. Both the Owners and the Promoter/Developer will start paying their proportionate maintenance charges regularly from the date of actual physical apportionment of the Promoter/Developer's allocation and the Owners' allocation.
- 14.8 Within one year from completion of the proposed building or buildings the Owners and developer shall form alongwith the prospective buyers of flats/office spaces/units/shops etc. "Managing Association" in terms of West Bengal Apartment Ownership Act, 1972

ARTICLE - XV (OWNRS INDEMNITY)

- 15.1 The Owners hereby undertake that the Promoter/Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances by the part of the Owners provided the Promoter/Developer performs and fulfils all the terms and conditions herein contained and/or in its part to be observed and performed. If the developer/promoter is prevented for



e

Addl. Dist. Sub-Registrar
Panskura, Purba Medinipur

22-9-2017

completing construction or commence construction, as the case may be due to any act or deed by the owners in violation of the terms and condition of the instant agreement then in that case the owners shall indemnify the developer to the tune of Cost of such delay plus damage. If due to such repugnant act or deed on part of the owners construction of the proposed building is jeopardized permanently then the owner shall indemnify the developer to the tune of amount of sum invested by the developer as of then plus interest @ 12% p.a. thereon.

ARTICLE - XVI (DEVELOPER'S INDEMNITY)

- 16.1 The Promoter/Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or omissions or commission of the Promoter/Developer in relation to the making of construction of the said proposed building/buildings. The Promoter/Developer shall also indemnify the Owners in case of delay in completion of construction beyond stipulated period of time delivery of owners' allocation to them on or within schedule time if such delay occurs due to negligence on part of the Developer/Promoter to the tune of such amount as already specified under Clause 5.5 as above provided what has been stated *infra* under Article XVIII.

ARTICLE - XVII (MISCELLANEOUS)

- 17.1 The Owners and the Promoter/Developer have entered into this agreement purely on the basis of a Joint Venture and under any circumstances this shall not be treated as partnership and/or association of persons in between the Owners and the Promoter/Developer.

- 17.2 Immediately after getting the sanctioned building plan or completion of construction, as the case may be the Owners and the Developer/Promoters shall enter into a Memorandum of Understanding for apportionment of their respective and allocated floor areas with demarcations.

Asisud

Faint, illegible text at the top of the page, possibly a header or introductory paragraph.

पञ्चकुरा, पुरी, मध्य प्रदेश

Faint, illegible text in the middle section of the document.



e
Addl. Dist. Sub-Registrar
Pankura, Puri, Madhya Pradesh

22 SEP 2017

- 17.3 Immediately after vacant possession of the said land premises, be handed over by the Owners to the Promoter/Developer, the Promoter/Developer shall be entitled to start construction of the said proposed building and/or buildings on the said premises in accordance with the building plan to be sanctioned by the competent authority.
- 17.4 The Owners shall not be held liable for any income tax, wealth tax or any other taxes in respect of the Promoter/Developer's allocation and the Promoter/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 and *vice versa*.
- 17.5 Any notice required to be given by the Promoter/Developer shall without prejudice to any other mode of service available be deemed to have been served on the Owners if delivered by hand been served on the owners and duly acknowledged or sent by prepaid registered post with acknowledgement due and shall likewise be deemed to have been served on the Promoter/Developer by the Owners if delivered by hand or sent by prepaid registered post to the registered office of the Promoter/Developer.
- 17.6 The Promoter/Developer and the Owners shall mutually frame scheme for the management and administration of the said proposed building and/or common parts thereof. The owners hereby agree to abide by all the rules and regulations to be framed by any society/association/holding/organization and/or any other organization who will be in charge of such management of the affairs of the building and/or common parts thereof and thereby give their consent to abide by such rules and regulations it is made clear the owners of the respective flats shall maintain the said building after the same being handed over to the prospective buyers by the Promoter/Developer upon receipt of full consideration money.
- 17.7 The name of the building shall be "**MIR ELEGANCE**" as agreed by the parties hereto.

Amended



e
Addl. Dist. Sub-Registrar
Panskura, Purba Medinipur

9 2 SEP 2017

17.8 As and from the date of completion of the said proposed building/buildings the Promoter/Developer and/or its transferees and the Owner and/or their transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth taxes and other taxes payable in respect of their respective spaces and pay off their proportionate maintenance charges or their respective spaces.

17.9 The building/s proposed to be constructed by the Promoter/Developer shall be made in accordance with the specifications more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written.

ARTICLE - XVIII (FORCE MAJEURE)

18.1 The parties hereto shall not be considered to be liable for performance of any obligation as set-forth hereinbefore if prevented by the existence of the "Force Majeure" and shall be suspended from the obligation during the subsistence of the "Force Majeure".

Force Majeure : Any failure or omission by either party to perform its obligation shall not be deemed to be a breach of the Agreement, if the same is caused by reasons or circumstances constituting Force Majeure which shall mean and include but not be limited to acts of God, acts of any Government or any agency thereof including any embargo imposed by any court or change in law, tempest, fire, war, riots, civil commotion, strikes, lock-outs, embargo, disasters, flood, earthquake or any other cause beyond the control of the party hereto including delay on part of the competent or appropriate authorities in giving required ratifications, permissions or sanctions with regard to proposed building at the said premises..

Agiswath

Faint, illegible text at the top of the page, possibly a header or introductory paragraph.

Second block of faint, illegible text, possibly a main body paragraph.

Third block of faint, illegible text, possibly a signature or reference line.

Fourth block of faint, illegible text, possibly a concluding paragraph.



[Handwritten Signature]
Addl. Dist. Sub-Registrar
Panskura, Purba Medinipur
22 SEP 2017

ARTICLE - XIX (INTERPRETATION)

In these presents (save to the extent that the context otherwise so requires):

- 19.1. Reference to any right exercisable by the Owners or the Developer shall be construed as including (where appropriate) the exercise of such right by any person authorised by the Owners or the Developer as the case may be.
- 19.2. Any reference to a statute shall include any statutory notification, modification, consolidation or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- 19.3. Transfer with its grammatical variations shall include transfer by possession or by any other means adopted for effecting, what is understood as a transfer of space in a Building/s to the purchaser thereof.
- 19.4. Words denoting one gender shall include other genders as well.
- 19.5. Words importing singular number shall include plural number and vice-versa.
- 19.6. The headings in this Agreement are inserted for convenience of reference and shall not be taken into account for the construction or the interpretation thereof.

ARTICLE - XX (PENAL CAUSE)

- Amended*
- 20.1 It is made clear that, in the event the Promoter/Developer fails and/or neglects to start the construction work even after obtaining



e
Addl. Dist. Sub-Registrar
Panskura, Purba Medinipur

22 SEP 2017

building sanction plan at the said premises as per the terms of this agreement, then and in that case, the Promoter/Developer shall pay damages to the Owners. Further that if the Promoter/Developer abandons the construction work after some progress, then also the above consequence will follow.

- 20.2 It is also made clear that in the event if the Promoter/Developer is prevented from starting construction or is prevented from continuing construction work by the Owners and/or their agents, or any person claiming any right under/through the owners, then and in that case the Promoter/Developer shall have the right to rescind and/or cancel the agreement and to claim refund of all sums paid by the Promoter/Developer to the owners till then along with the amount spent on account of the construction work of the building/s plus 12% (Twelve per cent) interest per annum on the said sum altogether and shall also be entitled to claim damages and losses which the Promoter/Developer suffers due to such prevention. However, instead of rescinding this agreement and claiming for such sum the Promoter/Developer shall alternatively have the right to institute proper legal action seeking specific performance of contract before the appropriate forum.
- 20.3 Save and except what has been specifically stated hereunder all disputes and differences between the parties arising out of "the meaning, construction or import of this agreement of their respective rights and liabilities" as per this agreement shall be adjudicated by reference to a Sole Arbitrator and the award of the Arbitrator of the in such eventuality shall be final and conclusive on the subject between the parties and this clause shall be deemed to be a submission within the meaning of the Arbitration Act, 1996 with its statutory modifications and/or re-enactments and/or amendment thereof in force from time to time.
- 20.4 Notwithstanding the Arbitration clause as referred to hereinabove, the right to sue for specific performance of the contract by any party against the other as per the terms of the agreement shall remain unaffected.

Arbitration



[Handwritten signature]

Addl. Dist. Sub-Registrar
Panskura, Purba Medinipur

7 2 SEP 2017

ARTICLE- XXI (JURISDICTION)

21.1 The High Court at Calcutta shall have the jurisdiction to entertain and determine all actions suits and proceedings arising out of these presents between the parties hereto.

ARTICLE- XXII (ARBITRATION)

22.1 Both the parties hereto agree hereby and herein that in case of any dispute arises out of the instant development then the matter will be referred to Mr. Pradyumna Sinha, Advocate, High Court, Calcutta who will assume the jurisdiction of the named Arbitrator herein and proceed accordingly to mitigate the dispute amicably in accordance with the procedure prescribed under the Arbitration Act, 1996 with its statutory modifications and/or re-enactments and/or amendment thereof in force from time to time.

THE FIRST SCHEDULE ABOVE REFERRED TO

[LAND PREMISES]

ALL THAT piece or parcel of 58.50 Dcml. of Bastu Land, apportioned more or less as 55 Dcml of land in RS. Dag No. 677, LR Dag No. 527, LR Khatian Nos. 779/3, 949/1, 948/2, 952/1 & 651/1 and as 3.50 Satak Land in RS. Dag No. 678, LR Dag No. 574 LR Khatian Nos. 779/3, lying and situated under at Mouza- Bahargram, J.L. No. 76, P.O. and P.S.: Panskura, within the local limits of Ward No. 08 of Panshkura Municipality District- Purba Medinipur, lying under jurisdiction of A.D.S.R. Panskura, Pin: 721152, butted and bounded by:


Azizur

RS DAG NO. 677 CORRESPONDING LR DAG NO. 527

the North by : Ganesh Adhikary
the East by : Partha Mukherjee
the West by : SK Serajul Islam
the South by : SK Rafik Mohammad

RS DAG NO. 678 CORRESPONDING LR DAG NO. 574

the North by : RS Dag 677
the East by : Mrityunjoy Guchhait
the West by : RS Dag 678
the South by : Municipality Road

 A site map of the said premises is annexed to this agreement and shall be treated as part and parcel of this Development Agreement.




Addl. Dist. Sub-Registrar
Panskura, Purba Medinipur

9 2 SEP 2017

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART -I

OWNER'S ALOCATIONS:

Shall always mean the above-named land owners shall be entitled to 30% (Thirty Percent) of the total constructed area of the proposed building/s as per building plan to be sanctioned after completion of the proposed building/s.

PART -II

PROMOTER/DEVELOPER'S ALLOCATION

Shall always mean 70% (Seventy Percent) of the total constructed floor areas in the proposed multistoried building/s as per building plan to be sanctioned after completion of the proposed building/s.

THE THIRD SCHEDULE ABOVE REFERRED TO

SPECIFICATION OF BUILDING/S

Structure :-	RCC framed Structure.	
Flooring :-	Inside Area	Vitrified tiles.
Parking Area	Kota Stone/Black Stone/VDF Floor.	
Front Stair	Kota Stone/Marble	
Outside Passage	Pavement Tiles/VDF Flooring	
Roof	Roof tiles/Krazy Flooring	

3/3/2018



ep
Addl. Dist. Sub-Registrar
Panskura, Purba Medinipur

22 SEP 2017

Common area with suitable light points complete with fixture and Electricity for rest area from Main Switch Gear on Ground floor.

Providing and fixing complete PVC pipe for sewerage, rain water and CPVC pipe for water supply.

Door & Window:- solid core flash Door & Window with Aluminum sliding with necessary fitting and 4mm clear glass.

Internal: Plaster of Paris on all walls.

External: Cement based water proofing Paint on outside Building/s as per Architecture advice.

Outside: Cement based waterproofing paints on all Common Area.

Water Reservoirs:- Adequate water storage facilities for regular usages.

Lifts:- (if required):- Standard Make.

Fire Fighting:- Fire sprinklers, Fire risers, Fire reservoir, Fire Pump etc. as per requirements.

Lobby Interiors:- Main lift lobby areas shall have acrylic paint on walls. Lift facia to be cladded with appropriate finish as per the interior specifications.

UNITS/ FLATS

Living/Bed room:- Vetrified tiles (2-0"x2-0")

Floor Anti-skid Ceramic Tiles.

Walls Ceramic Tiles upto door height

Sanitary ware Parryware/Hindware or equivalent make.

CP fittings Hindware or equivalent make.

Pipe Line Concealed with CPVC Pipe.

Sanitary



lo
Addl. Dist. Sub-Registrar
Panchna, Purba Bardhaman

9 2 SEP 2017

Wall finished with tiles upto 2-0" feet height from the counter top and kitchen counter top including steel sink with granite finish.

Telephone & TV:- Telephone & TV line in every Living/ drawing room.

ELECTRICAL:- Concealed copper wiring with modular swiches(standared make)

Bed room:- 3 light point, 1 fan point & 2 plug point.

Liv/Din:- 3 light point, 2 fan point, 2 plug point.

Kitchen:- 1 light point 1 exhust point & 2 plug point'

Balcony:- 1 light point and 1 plugh point.

One calling bel point in each flat.

Intercom facility for security office & main gate from each flat.

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

SIGNED SEALED AND DELIVERED

By the above named Owner
at PanSkun in the presence of:

1. Sabbir Khan
Vil - Ballan

2. SK Sariful Ali
Vil - South Kanakpur

1. SK. Rabik Mohammad.
2. SK. Sahil Dehanna
3. SK. Sajid Mahammad
4. SK. Sabir Mahammad
5. SK. Belal Mahammad

SIGNATURE OF THE OWNERS



[Handwritten signature]

Addl. Dist. Sub-Registrar
Panchajanya, Purba Medinipur

9 2 SEP 2017

SIGNED SEALED AND DELIVERED

By the above named Promoter/Developer

At Kolkata in the presence of:

1. *বিশ্বজিৎ বসু*
স্বাক্ষরিত

2. *Barun vs. Adhikary*
vill - Ranihatā

MIR REALTY
Syed Firdosh Alam
Proprietor

**SIGNATURE OF THE
PROMOTER/DEVELOPER.**

Drafted by me.

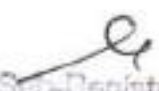
A Biswas

Arijit Biswas - Advocate
Enrl. No: WB/1250/2006

Computer by me.

Karuna Adhikary *Karuna Adhikary.*
Vill - Ranihatā, P.O. - Pratappur,
P.S. - Panskura, Dist - Purba Medinipur,




Addl. Dist. Sub-Registrar
Panskura, Purba Medinipur

9 2 SEP 2017

████████████████████

DATED THIS THE 21 DAY OF SEPTEMBER, 2017

████████████████████

BY & BETWEEN

SK. RAFIK MOHAMMAD, SK. SAKIL MAHAMMAD, SK. SAJID
MAHAMMAD, SK. SABIR MAHAMMAD, SK. BELAL MAHAMMAD

AND


SYED FIRDOOSH ALAM, SOLE PROPRIETOR OF M/S MIR
REALTY

DEVELOPMENT AGREEMENT

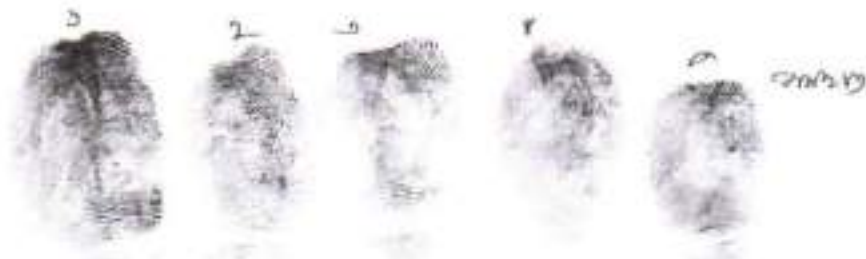
ARIJIT BISWAS
Advocate
High Court at Calcutta
Mob: 9830167444

Arijit Biswas




Addl. Dist. Sub-Registrar
Panstura, Purba Medinipur

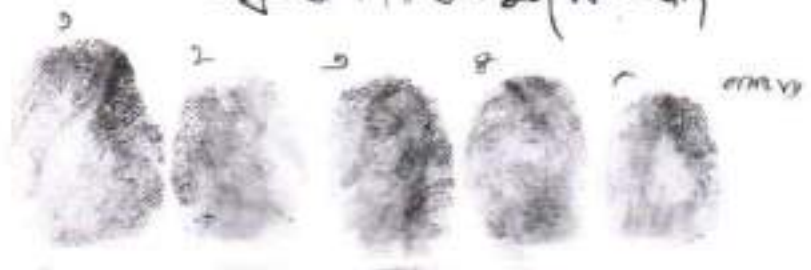
22 SEP 2017



Syed Firdosy Alam



Syed Firdosy Alam



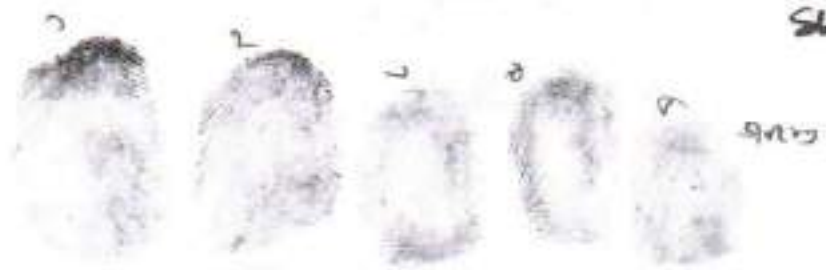
Sr. Rafiq Mohammed



Sr. Rafiq Mohammed

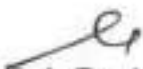


Sr. Saleh Mohammed



Sr. Saleh Mohammed




Addl. Dist. Sub-Registrar
Panskura, Purba Medinipur

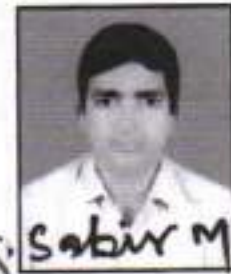
୨୨ SEP 2017

୨୨ SEP 2017



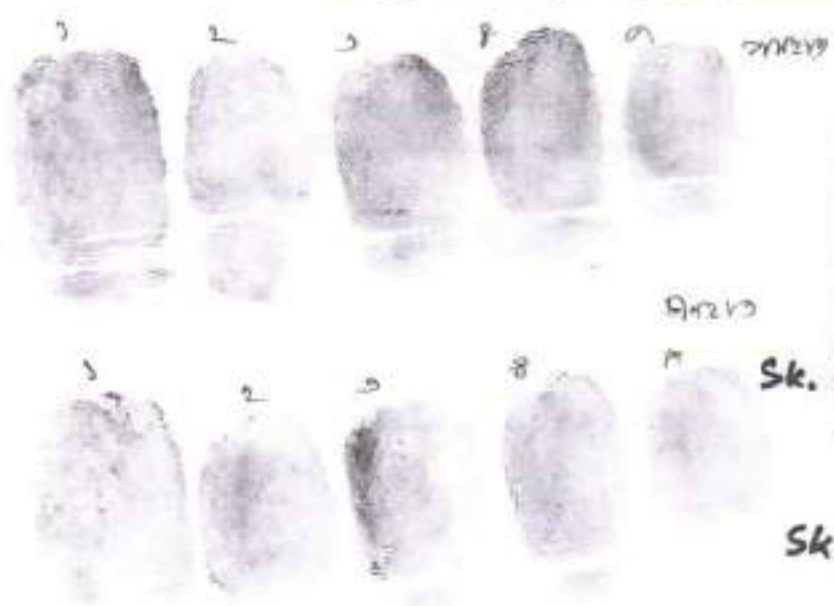
SK. Sajid Mahmud

SK. Sajid Mahmud



SK. Sabir Mahmud

SK. Sabir Mahmud



SK. Belal Mahmud

SK. Belal Mahmud




Addl. Dist. Sub-Registrar
Panskura, Purba Medinipur

22 SEP 2017

Major Information of the Deed

Deed No :	I-1111-05569/2017	Date of Registration	10/10/2017
Query No / Year	1111-1000330102/2017	Office where deed is registered	
Query Date	22/09/2017 4:19:16 PM	A.D.S.R. PANSKURA, District: Purba Midnapore	
Applicant Name, Address & Other Details	Barun Adhikari Ranihati, Thana : Panskura, District : Purba Midnapore, WEST BENGAL, PIN - 721152, Mobile No. : 9732559178, Status :Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4304] Other than Immovable Property, Cancellation [Rs : 12,60,000/-], [4308] Other than Immovable Property, Agreement [No of Agreement : 4], [4311] Other than immovable Property, Receipt [Rs : 12,00,000/-]		
Set Forth value	Market Value		
Rs. 12,00,000/-	Rs. 2,00,88,801/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,066/- (Article:48(g))	Rs. 12,042/- (Article:E, E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Purba Midnapore, P.S:- Panskura, Municipality: PANSHKURA, Mouza: Bahirgram

Sch No	Plot Number	Khatian Number	Land Use		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
			Proposed	ROR				
L1	RS-677	RS-779/3	Bastu	Jal/Jaljami	55 Dec	11,00,000/-	1,88,86,907/-	Width of Approach Road: 6 Ft., Adjacent to Metal Road,
L2	RS-678	RS-779/3	Bastu	Bastu	3.5 Dec	1,00,000/-	12,01,894/-	Width of Approach Road: 6 Ft., Adjacent to Metal Road,
TOTAL :								
Grand Total :					58.5Dec	12,00,000 /-	200,88,801 /-	
					58.5Dec	12,00,000 /-	200,88,801 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Fringefprint	Signature
1	Sk. Rafik Mohammad (Presentant) Son of Late Sk Naziruddin Executed by: Self, Date of Execution: 21/09/2017 , Admitted by: Self, Date of Admission: 22/09/2017 ,Place : Office			
	22/09/2017	22/09/2017	LTI	22/09/2017
Bahargram, P.O:- Panskura R S, P.S:- Panskura, District:-Purba Midnapore, West Bengal, India, PIN - 721152 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: CSMPM0412J, Status :Individual, Executed by: Self, Date of Execution: 21/09/2017 , Admitted by: Self, Date of Admission: 22/09/2017 ,Place : Office				

Name	Photo	Fingerprint	Signature
Sk. Sakil Mahammad Son of Late Sk Sairuddin Executed by: Self, Date of Execution: 21/09/2017 , Admitted by: Self, Date of Admission: 22/09/2017 ,Place : Office			
22/09/2017	LTI	22/09/2017	22/09/2017

Bahargram, P.O:- Panskura R S, P.S:- Panskura, District:-Purba Midnapore, West Bengal, India, PIN - 721152 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: DIJPM5165A, Status :Individual, Executed by: Self, Date of Execution: 21/09/2017 , Admitted by: Self, Date of Admission: 22/09/2017 ,Place : Office

Name	Photo	Fingerprint	Signature
Sk. Sajid Mahammad Son of Late Sk Sairuddin Executed by: Self, Date of Execution: 21/09/2017 , Admitted by: Self, Date of Admission: 22/09/2017 ,Place : Office			
22/09/2017	LTI	22/09/2017	22/09/2017

Bahargram, P.O:- Panskura R S, P.S:- Panskura, District:-Purba Midnapore, West Bengal, India, PIN - 721152 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: DKCPS8466M, Aadhaar No: 99xxxxxxxx9375, Status :Individual, Executed by: Self, Date of Execution: 21/09/2017 , Admitted by: Self, Date of Admission: 22/09/2017 ,Place : Office

Name	Photo	Fingerprint	Signature
Sk. Sabir Mahammad Son of Late Sk Sairuddin Executed by: Self, Date of Execution: 21/09/2017 , Admitted by: Self, Date of Admission: 22/09/2017 ,Place : Office			
22/09/2017	LTI	22/09/2017	22/09/2017

Bahargram, P.O:- Panskura R S, P.S:- Panskura, District:-Purba Midnapore, West Bengal, India, PIN - 721152 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: DTGPM3025P, Status :Individual, Executed by: Self, Date of Execution: 21/09/2017 , Admitted by: Self, Date of Admission: 22/09/2017 ,Place : Office

Name	Photo	Fingerprint	Signature
Sk. Belal Mahammad Son of Late Sk Sairuddin Executed by: Self, Date of Execution: 21/09/2017 , Admitted by: Self, Date of Admission: 22/09/2017 ,Place : Office			
22/09/2017	LTI	22/09/2017	22/09/2017

Bahargram, P.O:- Panskura R S, P.S:- Panskura, District:-Purba Midnapore, West Bengal, India, PIN - 721152 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: CONPS1464K, Status :Individual, Executed by: Self, Date of Execution: 21/09/2017 , Admitted by: Self, Date of Admission: 22/09/2017 ,Place : Office

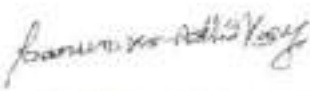
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	M/s Mir Realty Ranihati, P.O:- Pratappur, P.S:- Panskura, District:-Purba Midnapore, West Bengal, India, PIN - 721152, PAN No.:: AELPA8859C, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Syed Firdosh Alam Son of Syed Abdul Kalam Azad Date of Execution - 21/09/2017, , Admitted by: Self, Date of Admission: 22/09/2017, Place of Admission of Execution: Office	 <small>Sep 22 2017 4:48PM</small>	 <small>L71 22/09/2017</small>	 <small>22/09/2017</small>
Ranihati, P.O:- Pratappur, P.S:- Panskura, District:-Purba Midnapore, West Bengal, India, PIN - 721152, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: AELPA8859C Status : Representative, Representative of : M/s Mir Realty (as proprietor)				

Identifier Details :

Name & address	
Mr Barun Kumar Adhikari Son of Late Gopal Chandra Adhikari Ranihati, P.O:- Pratappur, P.S:- Panskura, District:-Purba Midnapore, West Bengal, India, PIN - 721152, Sex: Male, By Caste: Hindu, Occupation: Deed Writer, Citizen of: India, , Identifier Of Sk. Rafik Mohammad, Sk. Sakil Mahammad, Sk. Sajid Mahammad, Sk. Sabir Mahammad, Sk. Belal Mahammad, Syed Firdosh Alam	22/09/2017
	

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Sk. Rafik Mohammad	M/s Mir Realty-32 Dec
2	Sk. Sakil Mahammad	M/s Mir Realty-5.75 Dec
3	Sk. Sajid Mahammad	M/s Mir Realty-5.75 Dec
4	Sk. Sabir Mahammad	M/s Mir Realty-5.75 Dec
5	Sk. Belal Mahammad	M/s Mir Realty-5.75 Dec

Transfer of property for L2

SI.No	From	To. with area (Name-Area)
1	Sk. Rafik Mohammad	M/s Mir Realty-3.5 Dec

Endorsement For Deed Number : I - 111105569 / 2017

On 22-09-2017

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

Presented for registration at 13:40 hrs on 22-09-2017, at the Office of the A.D.S.R. PANSKURA by Sk. Rafik Mohammad, one of the Executants.

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 2,00,88,801/-

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

Execution is admitted on 22/09/2017 by 1. Sk. Rafik Mohammad, Son of Late Sk Naziruddin, Bahargram, P.O: Panskura R S, Thana: Panskura, , Purba Midnapore, WEST BENGAL, India, PIN - 721152, by caste Hindu, by Profession Business. 2. Sk. Sakil Mahammad, Son of Late Sk Sairuddin, Bahargram, P.O: Panskura R S, Thana: Panskura, , Purba Midnapore, WEST BENGAL, India, PIN - 721152, by caste Muslim, by Profession Business, 3. Sk. Sajid Mahammad, Son of Late Sk Sairuddin, Bahargram, P.O: Panskura R S, Thana: Panskura, , Purba Midnapore, WEST BENGAL, India, PIN - 721152, by caste Muslim, by Profession Business, 4. Sk. Sabir Mahammad, Son of Late Sk Sairuddin, Bahargram, P.O: Panskura R S, Thana: Panskura, , Purba Midnapore, WEST BENGAL, India, PIN - 721152, by caste Muslim, by Profession Business, 5. Sk. Belal Mahammad, Son of Late Sk Sairuddin, Bahargram, P.O: Panskura R S, Thana: Panskura, , Purba Midnapore, WEST BENGAL, India, PIN - 721152, by caste Muslim, by Profession Business

Identified by Mr Barun Kumar Adhikari, . . Son of Late Gopal Chandra Adhikari, Ranihati, P.O: Pratappur, Thana: Panskura, , Purba Midnapore, WEST BENGAL, India, PIN - 721152, by caste Hindu, by profession Deed Writer

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

Execution is admitted on 22-09-2017 by Syed Firdosh Alam, proprietor, M/s Mir Realty, Ranihati, P.O:- Pratappur, P.S:- Panskura, District:-Purba Midnapore, West Bengal, India, PIN - 721152

Identified by Mr Barun Kumar Adhikari, . . Son of Late Gopal Chandra Adhikari, Ranihati, P.O: Pratappur, Thana: Panskura, , Purba Midnapore, WEST BENGAL, India, PIN - 721152, by caste Hindu, by profession Deed Writer

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 12,042/- (B = Rs 12,000/- ,E = Rs 42/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 12,042/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/09/2017 4:43PM with Govt. Ref. No: 192017180083238021 on 22-09-2017, Amount Rs: 12,042/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK00HSPGR7 on 22-09-2017, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,066/- and Stamp Duty paid by Stamp Rs 500/-, by online = Rs 39,566/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no G936406, Amount: Rs.500/-, Date of Purchase: 20/09/2017, Vendor name: K K Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/09/2017 4:43PM with Govt. Ref. No: 192017180083238021 on 22-09-2017, Amount Rs: 39,566/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK00HSPGR7 on 22-09-2017, Head of Account 0030-02-103-003-02



Bhim Charan Maity
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. PANSKURA
Purba Midnapore, West Bengal

On 10-10-2017

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.

Bhim Charan Maity

**Bhim Charan Maity
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. PANSKURA
Purba Midnapore, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1111-2017, Page from 85041 to 85103
being No 111105569 for the year 2017.



Bhim Charan Maity

Digitally signed by BHIM CHARAN
MAITY

Date: 2017.10.10 14:26:19 +05:30

Reason: Digital Signing of Deed.

(Bhim Charan Maity) 10-10-2017 14:25:31
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. PANSKURA
West Bengal.

(This document is digitally signed.)