

11599

8-12468/19 B-11157/19



पश्चिम बङ्गाल पश्चिम बंगाल WEST BENGAL

AC 444300

13/9/19
11/9/2019

Caution: For the document to be valid to registration, the signature sheet (sheet 1) with this document must be attached to this document.

Additional District Registrar
Rajarat New Town, North 24-Pgs.

11.3 SEP 2019

DEVELOPMENT AGREEMENT

1. Date : 13th September 2019
2. Place : Kolkata
3. Parties :
 - 3.1 M.N. DEVELOPERS (PAN NO. AARFM6710A) &

Contd.....2

93021

Sl. No. :

Name :

Address :

Rs.

Kolkata Collect
11, Naraini B...
Kolkata-1

Date :

Pinali Chakraborty
Barrister at Law
Kolkata

5 SEP 2019

Amal Kr. Saha
Licensed Stamp
Vendor



Additional District Sub-Registrar
Barisal, West Bengal

13 SEP 2019

Partnership Firm, having its office address Chinari Park, Atghara, Rajarhat New Town, P.O. R. Gopalpur, P.S. Baguiati, Kolkata - 700136, District North 24 Parganas, West Bengal, represented by its Partners namely (1) MOZAMMEL TARAFDER [PAN NO. ABUPT7159E], [AADHAAR NO. 391382035034] & [MOBILE NO. 9830162673], son of Late Haji Jakir Ali Tarafdar @ Late Jakir Ali Hajee Tarafder, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Atghara, P.O. R. Gopalpur, P.S. Baguiati, Kolkata - 700136, District North 24 Parganas, West Bengal & (2) NAZIR HOSSAIN MONDAL [PAN NO. AJLPM3771C], [AADHAAR NO. 866165437590] & [MOBILE NO. 9830204029], son of Late Fazlur Rahaman Mondal, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Atghara, P.O. R. Gopalpur, P.S. Baguiati, Kolkata - 700136, District North 24 Parganas, West Bengal.

- 3.1.1 MD. AIJUDDIN MONDAL [PAN NO. AJRPM3139Q], [AADHAAR NO. 607220965817] & [MOBILE NO. 9434000946], son of Abdul Mojid Mondal, by faith - Muslim, by occupation - Business, by nationality - Indian, presently residing at Vill. Tikitiki Para, P.O. Nagrajole, P.S. Berhampore, District - Murshidabad, Pin - 742102, West Bengal.
- 3.1.2 MOHAMMAD ABDUL HALIM MONDAL [PAN NO. CEUPM4261F], [AADHAAR NO. 31061150526] & [MOBILE NO. 8373063889], son of Aijuddin Mondal @ Md. Aijuddin Mondal, by faith - Muslim, by occupation - Business, by nationality - Indian, presently residing at Vill. Tikitiki Para, P.O. Nagrajole, P.S. Berhampore, District - Murshidabad, Pin - 742102, West Bengal.
- 3.1.3 MD. SALIM MONDAL [PAN NO. CRKPM0375H], [AADHAAR NO. 201252559213] & [MOBILE NO. 8373063883], son of Mohd Aijuddin Mondal @ Md. Aijuddin Mondal, by faith - Muslim, by occupation - Business, by nationality - Indian, presently residing at Vill. Tikitiki Para, P.O. Nagrajole, P.S. Berhampore, District - Murshidabad, Pin - 742102, West Bengal.

Hereinafter jointly and collectively called and referred to as the "LANDOWNERS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns and nominee or nominees) of the ONE PART.

AND

- 3.2 NITU DEVELOPERS PRIVATE LIMITED [PAN NO. AAECN1633P], a Private Limited Company, incorporated under the provisions of Companies Act, 1956, having its Registered Office address at Louhati, Rajarhat, P.O. Louhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, represented by its Director, JAMALUDDIN MOLLA [PAN NO. AIYPM1138K], [AADHAAR NO. 426241332212] & [MOBILE NO. 9836048243], son of Mojambari Molla, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Louhati, Rajarhat, P.O. Louhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their heirs, executors, administrators, representative, and assigns) of the OTHER PART.

Landowners and the Developer collectively Parties and individually Party.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-4. **Subject Matter of Development :**4.1 **Development Project & Appurtenances :**

- 4.1.1 **Project Property :** ALL THAT piece and parcel of a demarcated plot of Bastu land measuring 26 (Twenty Six) Decimals be the same a little more or less, lying and situated at Mouza - Kalikapur, J.L. No. 40, Re. Sa. No. 143, Tonzi No. 10, Pargana - Kalikata, P.S. formerly Rajarhat now New Town, comprised in C.S. Dag No. 1276, R.S./L.R. Dag No. 1142, under R.S. Khatian No. 418, L.R. Khatian Nos. 3242, 3243 & 3246 corresponding to L.R. Khatian No. 3312, 3313, 3314 & 3315, A.D.S.R.O. Rajarhat, New Town, within the local limit of Partharghata Gram Panchayet, in the District North 24 Parganas, Pin - 700136, in the State of West Bengal, morefully described in the First Schedule hereinafter written.

5. **Background, Representations, Warranties and Covenants :**

- 5.1 **Representations and Warranties Regarding Title :** The Landowners have made the following representations and given the following warranties to the Developer regarding title.

5.1.1 CHAIN AND TITLE REGARDING ABSOLUTE OWNERSHIP OF M.N. DEVELOPERS, ONE OF THE PRESENT OWNERS HEREIN IN R.S./L.R. DAG NO. 1142, IN MOUZA - KALIKAPUR, AS IS FOLLOWS :-

5.1.1.1 Absolute Recorded Ownership of Safar Ali Molla : One Safar Ali Molla was the absolute recorded owner of land measuring 72 (Seventy Two) Decimals more or less which included land measuring 52 (Fifty Two) Decimals more or less, comprised in C.S. Dag No. 1276 corresponding to R.S. Dag No. 1142, under R.S. Khatian No. 418, L.R. Khatian No. 498, in Mouza - Kalikapur, J.L. No. 40, Re.Sa. No. 143, Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Partharghata Gram Panchayet, in the District North 24 Parganas.

5.1.1.2 Demise of Safar Ali Molla : While in absolute possession and absolute ownership over the aforesaid property, the said Safar Ali Molla died intestate, leaving behind his six sons namely (1) Kalam Ali Molla, (2) Alam Ali Molla, (3) Sabur Ali Molla, (4) Jamshed Molla, (5) Jamir Molla & (6) Abur Ali Molla, as his heirs and successors in interest in respect of the aforesaid property, left by the said Safar Ali Molla, since deceased, in accordance with Muslim Law of Inheritance i.e. Farayez.

5.1.1.3 Joint Sale by the said (1) Jamshed Molla, (2) Jamir Molla & (3) Abur Ali Molla to their brothers/co-owners, the said (1) Kalam Ali Molla, (2) Alam Ali Molla & (3) Sabur Ali Molla : The said (1) Jamshed Molla, (2) Jamir Molla & (3) Abur Ali Molla, jointly sold, transferred and conveyed their undivided 3/6th share in the aforesaid property i.e. in the estate of the said Safar Ali Molla, since deceased, in favour of their brothers/co-owners, the said (1) Kalam Ali Molla, (2) Alam Ali Molla & (3) Sabur Ali Molla, by the strength of a Registered Deed of Conveyance.

5.1.1.4 Absolute Joint Ownership of (1) Kalam Ali Molla, (2) Alam Ali Molla & (3) Sabur Ali Molla : Thus on the basis of the aforementioned facts and circumstances and on the basis of their own undivided 3/6th share and on the basis of the aforementioned deed, the said (1) Kalam Ali Molla, (2) Alam Ali Molla & (3) Sabur Ali Molla, became the absolute joint owners of the aforesaid plot of land measuring 72 (Seventy Two) Decimals more or less which included land measuring 52 (Fifty Two) Decimals more or less, comprised in C.S. Dag No. 1276 corresponding to R.S. Dag No. 1142, under R.S. Khatian No. 418, L.R. Khatian No. 498, in Mouza - Kalikapur, J.L. No. 40, Re.Sa. No. 143, Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Partharghata Gram Panchayet, in the District North 24 Parganas.

5.1.1.5 **Joint Sale by the said (1) Kalam Ali Molla, (2) Alam Ali Molla & (3) Sabur Ali Molla to (1) Chittaranjan Mitra, (2) Nikhil Mitra @ Nikhil Chandra Mitra & (3) Dipak Mitra :** While in absolute possession and absolute ownership over the aforesaid property, the said (1) Kalam Ali Molla, (2) Alam Ali Molla & (3) Sabur Ali Molla, jointly sold, transferred and conveyed a demarcated plot of land measuring 28.51 (Twenty Eight Point Five One) Decimals equivalent to land measuring 17 (Seventeen) Cottahs 4 (Four) Chittacks 0 (Zero) sq.ft. more or less out of their aforesaid plot of land, comprised in C.S. Dag No. 1276 corresponding to R.S./L.R. Dag No. 1142, under R.S. Khatian No. 418, L.R. Khatian No. 498, in Mouza - Kalikapur, J.L. No. 40, Re.Sa. No. 143, Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Partharghata Gram Panchayet, in the District North 24 Parganas, to one (1) Chittaranjan Mitra, (2) Nikhil Mitra @ Nikhil Chandra Mitra & (3) Dipak Mitra, all sons of Mukunda Lal Mitra, by the strength of a Registered Deed of Conveyance, registered on 12.05.2003, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. 1, Volume No. 394, Pages 134 to 142, being Deed No. 06620 for the year 2004.

5.1.1.6 **Absolute Joint Ownership of (1) Chittaranjan Mitra, (2) Nikhil Mitra @ Nikhil Chandra Mitra & (3) Dipak Mitra under Deed No. 06620 for the year 2004 :** Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 06620 for the year 2004, the said (1) Chittaranjan Mitra, (2) Nikhil Mitra @ Nikhil Chandra Mitra & (3) Dipak Mitra, became the absolute joint owners of the aforesaid plot of land measuring 28.51 (Twenty Eight Point Five One) Decimals equivalent to land measuring 17 (Seventeen) Cottahs 4 (Four) Chittacks 0 (Zero) sq.ft. more or less, comprised in C.S. Dag No. 1276 corresponding to R.S./L.R. Dag No. 1142, under R.S. Khatian No. 418, L.R. Khatian No. 498, in Mouza - Kalikapur, J.L. No. 40, Re.Sa. No. 143, Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Partharghata Gram Panchayet, in the District North 24 Parganas.

5.1.1.7 **L.R. Records :** After purchasing the aforesaid property, the said (1) Chittaranjan Mitra, (2) Nikhil Mitra @ Nikhil Chandra Mitra & (3) Dipak Mitra, duly recorded their names in the record of the L.R. Settlement, as follows :-

Name	L.R. Khatian No.	Total Land in Dag [In Decimal]	Share in Dag	Recorded Ownership [In Decimal]
Chittaranjan Mitra	1539	52	0.1667	09
Nikhil Mitra	1540	52	0.1667	09
Dipak Mitra	1541	52	0.1666	08
				26

It is to be mentioned here that as per L.R. Record, the said (1) Chittaranjan Mitra, (2) Nikhil Mitra @ Nikhil Chandra Mitra & (3) Dipak Mitra, became the absolute joint owners of 26 (Twenty Six) Decimals more or less instead of their purchased land measuring 28.51 (Twenty Eight Point Five One) Decimals more or less and each having undivided 1/3rd share in the said property.

- 5.1.1.8 **Sale by the said Dipak Mitra to (1) Blue Disha Developers Private Limited & (2) Bengal Constructions Private Limited :** The said Dipak Mitra sold, transferred and conveyed his recorded ownership of land measuring 8 (Eight) Decimals more or less, being undivided 1/3rd share in the aforesaid total land measuring 26 (Twenty Six) Decimals more or less, comprised in C.S. Dag No. 1276, R.S./L.R. Dag No. 1142, under R.S. Khatian No. 418, L.R. Khatian No. 498 corresponding to L.R. Khatian No. 1541, in Mouza - Kalikapur, J.L. No. 40, Re.Sa. No. 143, Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Partharghata Gram Panchayet, in the District North 24 Parganas, to one (1) Blue Disha Developers Private Limited & (2) Bengal Constructions Private Limited, by the strength of a Registered Deed of Conveyance, registered on 28.02.2015, registered in the office of the Additional Registrar of Assurance-II, Kolkata and recorded in Book No. I, Volume No. 1902-2015, Pages 21661 to 21687, being Deed No. 190206163 for the year 2015.
- 5.1.1.9 **Sale by the said Chittaranjan Mitra to the said (1) Bengal Constructions Private Limited & (2) Blue Disha Developers Private Limited :** The said Chittaranjan Mitra sold, transferred and conveyed his recorded ownership of land measuring 9 (Nine) Decimals more or less, being undivided 1/3rd share in the aforesaid total land measuring 26 (Twenty Six) Decimals more or less, comprised in C.S. Dag No. 1276, R.S./L.R. Dag No. 1142, under R.S. Khatian No. 418, L.R. Khatian No. 498 corresponding to L.R. Khatian No. 1539, in Mouza - Kalikapur, J.L. No. 40, Re.Sa. No. 143, Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Partharghata Gram Panchayet, in the District North 24 Parganas, to the said (1) Bengal Constructions Private Limited & (2) Blue Disha Developers Private Limited, by the strength of a Registered Deed of Conveyance, registered on 28.02.2015, registered in the office of the Additional Registrar of Assurance-II, Kolkata and recorded in Book No. I, Volume No. 1902-2015, Pages 24394 to 24420, being Deed No. 190206189 for the year 2015.

5.1.1.10 **Sale by the said Nikhil Mitra @ Nikhil Chandra Mitra to the said (1) Bengal Constructions Private Limited & (2) Blue Disha Developers Private Limited ;** The said Nikhil Mitra @ Nikhil Chandra Mitra sold, transferred and conveyed his recorded ownership of land measuring 9 (Nine) Decimals more or less, being undivided 1/3rd share in the aforesaid total land measuring 26 (Twenty Six) Decimals more or less, comprised in C.S. Dag No. 1276, R.S./L.R. Dag No. 1142, under R.S. Khatian No. 418, L.R. Khatian No. 498 corresponding to L.R. Khatian No. 1540, in Mouza - Kalikapur, J.L. No. 40, Re.Sa. No. 143, Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Partharghata Gram Panchayet, in the District North 24 Parganas, to the said (1) Bengal Constructions Private Limited & (2) Blue Disha Developers Private Limited, by the strength of a Registered Deed of Conveyance, registered on 28.02.2015, registered in the office of the Additional Registrar of Assurance-II, Kolkata and recorded in Book No. 1, Volume No. 1902-2015, Pages 46039 to 46063, being Deed No. 190207476 for the year 2015.

5.1.1.11 **Absolute Joint Ownership of (1) Bengal Constructions Private Limited & (2) Blue Disha Developers Private Limited under (1) Deed No. 190206163 for the year 2015, (2) Deed No. 190206189 for the year 2015 & (3) Deed No. 190207476 for the year 2015 ;** Thus on the basis of the aforementioned three Registered Deeds of Conveyance, bearing (1) Deed No. 190206163 for the year 2015, (2) Deed No. 190206189 for the year 2015 & (3) Deed No. 190207476 for the year 2015, the said (1) Bengal Constructions Private Limited & (2) Blue Disha Developers Private Limited, became the absolute joint owners of the aforesaid total demarcated plot of Danga land measuring 26 (Twenty Six) Decimals more or less, comprised in C.S. Dag No. 1276, R.S./L.R. Dag No. 1142, under R.S. Khatian No. 418, L.R. Khatian No. 498 corresponding to L.R. Khatian Nos. 1539, 1540 & 1541, in Mouza - Kalikapur, J.L. No. 40, Re.Sa. No. 143, Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Partharghata Gram Panchayet, in the District North 24 Parganas, Pin - 700136, in the State of West Bengal, and the said total plot of land is more fully described in the First Schedule hereunder written, and each of the company having possessed undivided fifty percent share in the said total property.

5.1.1.12 **L.R. Records** : After purchasing the aforesaid property, the said (1) **Bengal Constructions Private Limited** & (2) **Blue Disha Developers Private Limited**, duly recorded its/their names in the record of the L.R. Settlement, in following manners :

Name	L.R. Khatian No.	Total Land in Dag [In Decimal]	Share in Dag out of 10000 shares	Recorded Ownership [In Decimal]	Actual Ownership [In Decimal]
Bengal Construction Pvt. Ltd.	3243	52	0.0834	04	04.3368
Bengal Construction Pvt. Ltd.	3246	52	0.1666	09	08.6632
Blue Disha Developers Pvt. Ltd.	3242	52	0.2500	13	13

5.1.1.13 **Sale by Bengal Constructions Private Limited to one of the present owner, M.N. Developers** : The said Bengal Constructions Private Limited, sold, transferred and conveyed its/their undivided 50% share in the aforesaid total plot of Danga land measuring 26 (Twenty Six) Decimals more or less, i.e. land measuring 13 (Thirteen) Decimals be the same a little more or less, in C.S. Dag No. 1276, R.S./L.R. Dag No. 1142, under R.S. Khatian No. 418, L.R. Khatian Nos. 3243 & 3246, in Mouza - Kalikapur, J.L. No. 40, Re.Sa. No. 143, Touzi No. 10, P.S. New Town, in the District North 24 Parganas, Pin - 700136, West Bengal, by the strength of a Registered Deed of Conveyance, registered on 01.02.2019, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. 1, Volume No. 1523-2019, Pages 53788 to 53819, being Deed No. 152301187 for the year 2019.

5.1.1.14 **Absolute Ownership of M.N. Developers under Deed No. 152301187 for the year 2019** : Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 152301187 for the year 2019, the said M.N. Developers, one of the present owners herein, became the absolute owner of ALL THAT piece and parcel of undivided 50% share in the aforesaid total plot of Danga land measuring 26 (Twenty Six) Decimals more or less, i.e. land measuring 13 (Thirteen) Decimals be the same a little more or less, in C.S. Dag No. 1276, R.S./L.R. Dag No. 1142, under R.S. Khatian No. 418, L.R. Khatian Nos. 3243 & 3246, in Mouza - Kalikapur, J.L. No. 40, Re.Sa. No. 143, Touzi No. 10, P.S. New Town, in the District North 24 Parganas, Pin - 700136, West Bengal.

5.1.1.15 **L.R. Record** : After having absolute ownership over the aforesaid property, the said M.N. Developers duly recorded its/their names in the record of the L.R. Settlement in L.R. Khatian No. 3315.

5.1.1.16 **Conversion of Land** : The said M.N. Developers duly applied before concerned Office of the BL&LRO, Rajarhat, for conversion of the nature of the said land comprised in R.S./L.R. Dag No. 1142, from 'Danga' to 'Bastu' and the Ld. B.L. & L.R.O., Rajarhat, converted the said land in R.S./L.R. Dag No. 1142 from 'Danga' to 'Bastu' vide Memo No. CON/1166/BLLRO/RAJ/19 dated 22.07.2019 under Conversion Case No. CN/2019/1507/1095.

5.1.2 **CHAIN AND TITLE REGARDING JOINT OWNERSHIP OF (1) MD. AIJUDDIN MONDAL, (2) MOHAMMAD ABDUL HALIM MONDAL & (3) MD. SALIM MONDAL, IN R.S./L.R. DAG NO. 1142, IN MOUZA - KALIKAPUR, AS IS FOLLOWS :-**

5.1.2.1 **Sale by the said Blue Disha Developers Private Limited to one of the present owners, (1) Md. Aijuddin Mondal, (2) Mohammad Abdul Halim Mondal & (3) Md. Salim Mondal** : The said Blue Disha Developers Private Limited, sold, transferred and conveyed its/their undivided 50% share in the aforesaid total plot of Danga land measuring 26 (Twenty Six) Decimals more or less, i.e. land measuring 13 (Thirteen) Decimals more or less, in C.S. Dag No. 1276, R.S./L.R. Dag No. 1142, R.S. Khatian No. 418, L.R. Khatian No. 3242, in Mouza - Kalikapur, J.L. No. 40, Re.Sa. No. 143, Touzi No. 10, P.S. New Town, in the District North 24 Parganas, Pin - 700136, West Bengal, to one (1) Md. Aijuddin Mondal, (2) Mohammad Abdul Halim Mondal & (3) Md. Salim Mondal, one of the present owners herein, by the strength of a Registered Deed of Conveyance, registered on 01.02.2019, registered in the office of the A.D.S.R. Rajarhat, New Town and recorded in Book No. 1, Volume No. 1523-2019, Pages 53900 to 53936, being Deed No. 152301188 for the year 2019.

5.1.2.2 **Absolute Joint Ownership of (1) Md. Aijuddin Mondal, (2) Mohammad Abdul Halim Mondal & (3) Md. Salim Mondal under Deed No. 152301188 for the year 2019** : Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 152301188 for the year 2019, the said (1) Md. Aijuddin Mondal, (2) Mohammad Abdul Halim Mondal & (3) Md. Salim Mondal, one of the present owners herein, became the absolute joint owners of ALL THAT piece and parcel of undivided 50% share in the aforesaid total plot of Danga land measuring 26 (Twenty Six) Decimals

more or less, i.e. land measuring 13 (Thirteen) Decimals more or less, in C.S. Dag No. 1276, R.S./L.R. Dag No. 1142, R.S. Khatian No. 418, L.R. Khatian No. 3242, in Mouza - Kalikapur, J.L. No. 40, Re.Sa. No. 143, Touzi No. 10, P.S. New Town, in the District North 24 Parganas, Pin - 700136, West Bengal.

5.1.2.3 **L.R. Records :** After having absolute joint ownership over the aforesaid property, the said (1) Md. Aijuddin Mondal, (2) Mohammad Abdul Halim Mondal & (3) Md. Salim Mondal duly recorded their names in the record of the L.R. Settlement, as follows :

Name	L.R. Khatian No.
Md. Aijuddin Mondal	3312
Mohammad Abdul Halim Mondal	3313
Md. Salim Mondal	3314

5.1.2.4 **Conversion of Land :** The said (1) Md. Aijuddin Mondal, (2) Mohammad Abdul Halim Mondal & (3) Md. Salim Mondal duly applied before concerned Office of the BL&LRO, Rajarhat, for conversion of the nature of the said land comprised in R.S./L.R. Dag No. 1142, from 'Danga' to 'Bastu' and the Jd. B.L. & L.R.O., Rajarhat, converted the said land in R.S./L.R. Dag No. 1142 from 'Danga' to 'Bastu' in favour of the said owners, as follows :

Name	Memo No.	Date	Conversion Case No.
Md. Aijuddin Mondal	CON/1168/BLLRO/RAJ/19	22.07.2019	CN/2019/1507/1094
Md. Abdul Halim Mondal	CON/1169/BLLRO/RAJ/19	22.07.2019	CN/2019/1507/1093
Md. Salim Mondal	CON/1167/BLLRO/RAJ/19	22.07.2019	CN/2019/1507/1092

5.1.3 **ABSOLUTE JOINT OWNERSHIP OF (1) M.N. DEVELOPERS, (2) MD. AIJUDDIN MONDAL, (2A) MOHAMMAD ABDUL HALIM MONDAL & (2B) MD. SALIM MONDAL UNDER (1) DEED NO. 152301187 FOR THE YEAR 2019 & (2) DEED NO. 152301188 FOR THE YEAR 2019 :**

5.1.3.1 **Joint Ownership :** Thus on the basis of the aforementioned two Registered Deeds of Conveyance, bearing (1) Deed No. 152301187 for the year 2019 & (2) Deed No. 152301188 for the year 2019 and after amalgamating their property, the said (1) M.N. Developers, (2) Md. Aijuddin Mondal, (2a) Mohammad Abdul Halim Mondal & (2b) Md. Salim Mondal, Landowners herein, became the absolute joint owners of ALL THAT piece and parcel of a demarcated plot of vacant Bastu land measuring 26 (Twenty Six) Decimals be the same a little more or less, lying and situated at Mouza -

Kalikapur, J.L. No. 40, Re.Sa. No. 143, Touzi No. 10, Pargana - Kalikata, P.S. formerly Rajarhat now New Town, comprised in C.S. Dag No. 1276, R.S./L.R. Dag No. 1142, under R.S. Khatian No. 418, L.R. Khatian No. 3312, 3313, 3314 & 3315, A.D.S.R.O. Rajarhat, New Town, within the local limit of Partharghata Gram Panchayet, in the District North 24 Parganas, Pin - 700136, in the State of West Bengal, and the said total plot of land is morefully described in the Schedule herein under written.

6. **DESIRE OF DEVELOPMENT OF THE LAND & ACCEPTANCE AND POWER OF ATTORNEY :**

6.1 **Desire of Development :** The said (1) M.N. Developers, (2) Md. Aijuddin Mondal, (2a) Mohammad Abdul Halim Mondal & (2b) Md. Salim Mondal, Landowners herein jointly express their desire to develop the aforesaid total plot of land measuring **26 (Twenty Six) Decimals be the same a little more or less**, by constructing a multi storied building thereon, and the present Developer have accepted the said proposal and the present Landowners have decided to enter into the present Development Agreement with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written.

6.1.1 **Registered Power of Attorney :** For the smooth running of the said project, the Landowners herein agree to execute a Registered Power of Attorney, by which the Landowners herein has appointed and nominated the said Developer herein, as their Constituted Attorney, to act on behalf of the Landowners.

7. **DEFINITION :**

7.1 **Building :** Shall mean multi storied building so to be constructed on the schedule property.

7.1.1 **Common Facilities & Amenities :** Shall mean entrance of the building, pump room, overhead water tank, water pump and motor, lift and lift areas and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.

7.1.2 **Saleable Space :** Shall mean the space within the building, which is to be available as an unit/flat for independent use and occupation in respect of Landowners' Allocation & Developer's Allocation as mentioned in this Agreement.

- 7.1.3 **Landowners' Allocation** : Shall mean the consideration against the project by the Landowners, which is morefully described in Second Schedule hereunder written.
- 7.1.4 **Developer's Allocation** : Shall mean all the remaining area of the proposed multi storied building excluding Landowners' Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is morefully described in Third Schedule written hereinbelow.
- 7.1.5 **Architect/Engineer** : Shall mean such person or persons being appointed by the Developer.
- 7.1.6 **Transfer** : With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowners as a transfer of space in the said building to intending purchasers thereof.
- 7.1.7 **Building Plan** : Shall mean such plan or revised sanctioned plan for the construction of the multi storied building, which will be sanctioned by the competent authority for construction of the building including its modification and amenities and alterations.
- 7.1.8 **Built Up Area/Lockable Area** : Here Built up area/Lockable area means, the area in which the flat has been built. It includes carpet area of the flat plus cent percent of internal walls area plus fifty percent of the common partition wall between two units plus cent percent area covered by the individual wall for the said unit.
- 7.1.9 **Total Covered Area** : Here total covered area means, built up/lockable area of the flat plus proportionate area of common spaces like stairs, lift & lobby areas of that particular floor.
- 7.1.10 **Super Built Up Area (For any Individual Unit)** : Here super built up area means the total covered area plus service area.

8. LANDOWNERS' RIGHT & REPRESENTATION :

- 8.1 **Indemnification regarding Possession & Delivery** : The Landowners are now seized and possessed of and/or otherwise well and sufficiently entitled to the schedule property in as it is condition and deliver physical as well as identical possession to the Developer to develop the schedule property.

8.1.1 **Free From Encumbrance :** The Landowners also indemnify that the schedule property is free from all encumbrances and the Landowners have marketable title in respect of the said premises.

9. **DEVELOPER'S RIGHTS :**

9.1 **Authority of Developer :** The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their allocation or acquired right under these agreement.

9.1.1 **Right of Construction :** The Landowners hereby grant permission an exclusive rights to the Developer to build new building upon the schedule property.

9.1.2 **Construction Cost :** The Developer shall carry total construction work of the present multi building at their own costs and expenses. No liability on account of construction cost will be charged from Landowners' Allocation and/or the proposed multi storied building.

9.1.3 **Sale Proceeds of Developer's Allocation :** The Developer will take the sale proceeds of Developer's Allocation exclusively.

9.1.4 **Booking & Agreement for Sale :** Booking from intending purchaser for Developer's Allocation as per terms of Development Agreement the said posssssion/area will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developer and on behalf of the Landowners as a Registered Power of Attorney Holders. All the sales consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in their own names but without creating any liability on the Landowners.

9.1.5 **Selling Rate :** The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Landowners.

9.1.6 **Profit & Loss :** The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Landowners' Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.

- 9.1.7 **Possession to the Landowners :** On completion of the project, the Developer will handover undisputed possession of the Landowners' Allocation Together With all rights of the common facilities and amenities to the Landowners with Possession Letter and will take release from the Landowners by executing a Deed of Release.
- 9.1.8 **Possession to the intending purchaser :** On completion of the project, the Developer will handover possession to the intending purchasers, possession letters will be signed by the Developer as the representative and Power of Attorney holder of the Landowners.
- 9.1.9 **Deed of Conveyance :** The Deed of Conveyance will be signed by the Developer on behalf of and as representative and registered Power of Attorney Holder of the Landowners in respect of Developer's Allocation.

10. **CONSIDERATION :**

- 10.1 **Permission against Consideration :** The Landowners grant permission for exclusive right to construct the proposed building in consideration of Landowners' Allocation to the Developer.

11. **DEALING OF SPACE IN THE BUILDING :**

- 11.1 **Exclusive Power of Dealings of Landowners :** The Landowners shall be entitled to transfer or otherwise deal with Landowners' Allocation in the building and the Developer shall not in anyway interfere with or disturb the quiet and peaceful possession of the Landowners' Allocation.
- 11.1.1 **Exclusive Power of Dealings of Developer :** The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Landowners and the Landowners shall not in anyway interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

12. **POWER AND PROCEDURE :**

- 12.1 We, the Landowners/Executants/Principals herein, are executing this present Registered Power of Attorney upto the period of completion of the project in writing in favour of

the Developer herein including power of preparing and executing and signing and also presenting for registration of Deed of Conveyance for Developer's Allocation, and for this purpose, we are hereby appointing, nominating and constituting the said Developer herein, as our constituted attorneys, to do, act and represent ourselves in our names and on our behalf, as follows :

- (a) To appear and represent before the authorities of Panchayet Authority, CESC Ltd./ W.B.S.E.D.C.L., Income Tax Department Authorities, under the Town and Country Planning Act, Airport Authority of India, Assurance of Calcutta, District Registrar, Additional District Sub-Registrar, and before all other statutory and local bodies as and when necessary for the purpose of construction of new building/s and do all the needful as per the terms and conditions mentioned in this present Development Agreement, for allotment/registration and sale of flats, shops, garage spaces of Developer's Allocation.
- (b) To apply, obtain electricity, Gas, Water, Sewerage orders and permissions from the necessary authorities as to expedient for sanction, modification and/or alteration of the development, plans and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents and Sub-Contractor for the aforesaid purpose as the said Developer/Attorney may think fit and proper.
- (c) To manage and maintain the said premises including the building/s to be constructed thereon.
- (d) To sign, verify and file applications, forms, building plans and revised building plans for multi storied building/s, deeds, documents and papers in respect of said premises before the competent authority or before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building/s over and above the said premises.
- (e) To pay all Panchayet and other Statutory Taxes, Rates and charges in respect of the said land and premises on our behalf and in our names as and when the same will become due and payable.
- (f) To enter in to any Agreement for Sale, Memorandum of Understanding and/or to sign and execute deed of amalgamation with neighbour's plot of land of the schedule property

and/or any other instruments and deeds & documents in respect of sale of flat/s, units and/or car parking spaces within Developer's Allocation in the proposed building/s in favour of the intending purchaser/s in terms of the present Development Agreement. To take finance/loan in their names (Developer's name) or in the name of intending purchaser/s from any financial concern by depositing and mortgaging flat/flats/shops/garages from Developer's Allocation and to sign in the papers and documents for the said purpose. To sign and execute and make registration of any Agreement for Sale, Memorandum of Understanding and/or Deed of Conveyance, Deed of Declaration/Deed of Rectification and/or any other instrument and document in respect of sale of flats/s, shop/s, units and/or car parking spaces in the proposed building/s in favour of the intending purchaser/s relating to Developer's Allocation.

- (g) To receive the consideration money in cash or by cheque/draft and/or in other modes from the intending purchaser or purchasers for booking of flat/s, shops/garages or units or car parking spaces relating to Developer's Allocation and to grant receipts thereof and to give full discharge to the purchaser/s.
- (h) To do all the needful according to the condition mentioned in this present Development Agreement regarding negotiation, agreement/contact for sale of flats, garages, covered spaces and car parking spaces within the Developer's Allocation.
- (i) To instruct the Advocate/Lawyer for preparing and/or drafting such agreements, instruments, deeds & documents and other such papers as per the terms and conditions agreed upon by both the parties in this present Development Agreement, as may be necessary for the purpose for sale of the flats/units and car parking spaces in the said building/s relating to Developer's Allocation in our said premises.
- (j) To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning our said premises or any part or portion thereof.
- (k) To sign, declare and/or affirm any Plaint, Written Statement, Petition, Affidavit, Verification, Vokatnama, Warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings relating to our said premises or in anyway connected therewith, arising out of the agreements and relating to the construction to be made in the premises.

- (l) That Attorneys/Developer will take all the necessary steps before the proper Registering Officer by signing, presenting and executing proper Agreements for Sale/Deeds of Conveyance in favour of any intending purchasers of Developer's Allocation.
- (m) For all or any of the purposes herein before stated and to appear and represent us before all concerned authorities having jurisdiction over our said premises as per the condition mentioned in the this present Agreement.
- (n) The Attorney/Developer will do the aforesaid acts, deeds and things regarding development of the land mentioned in the schedule of this present Development Agreement.

13. **NEW BUILDING :**

- 13.1 **Completion of Project :** The Developer shall at their own costs construct, and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer from time to time.
- 13.1.1 **Installation of Common Amenities :** The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection from the CFSC Ltd./W.B.S.E.D.C.I, and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon.
- 13.1.2 **Architect Fees etc. :** All costs, charges and expenses including Architect's fees, Engineer's fees, plan/revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowners shall bear no responsibility in this context.
- 13.1.3 **Panchayet Taxes & Other Taxes of the Property :** The Landowners shall pay and clear up all the arrears on account of Panchayet taxes and outgoing of the said property upto the date of this agreement. And after that the Developer will bear the same from the date of execution of these presents till the date of completion of the construction and allocation. From the date of completion and allocation of the floor area between the Landowners and the Developer the Panchayet taxes and other taxes payable for the said property shall be borne in proportionate of area of Developer and area of

Landowners, by the Developer and/or their nominees and the Landowners and/or their nominee/nominees respectively.

- 13.1.4 **Upkeep Repair & Maintenance :** Upkeep repair and maintenance of the said building and other erection and/or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

14. **PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNERS :**

- 14.1 **Delivery of Possession :** As soon as the building will be completed, the Developer shall give written notice to the Landowners requiring the Landowners to take possession of the Landowners' Allocation in the building and certificate of the Architect/L.B.S of the Panchayet being provided to that effect.

- 14.1.1 **Payment of Panchayet Taxes :** Within 30 days from the receive possession of Landowners' Allocation and at all times there after the Landowners shall be exclusively responsible for payment of all Panchayet and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Landowners' Allocation only.

- 14.1.2 **Share of Common Expenses & Amenities :** As and from the date of delivery of possession to be received, the Landowners shall also be responsible to pay and bear and shall pay to the Developer/Flat Owners Association, the service charges for the common facilities in the new building payable in respect of the Landowners' Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.

15. **COMMON RESTRICTION :**

- 15.1 **Restriction of Landowners and Developer in common :** The Landowners' Allocation in the building shall be subject to the same restriction and use as are applicable.

to the Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows :-

- 15.1.1 Neither party shall use or permit to be used the respective allocation in the building 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 hazard to the other occupiers of the building.
- 15.1.2 Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 15.1.3 Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless (s) such party shall have observed and performed all to terms and conditions on their respective part to be observed and/or performed (n) the proposed transferee shall have given a written undertaking to 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 their possession.
- 15.1.4 Both parties shall abide by all laws, byelaws, rules and regulation 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, byelaws and regulation.
- 15.1.5 The respective allocation 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 conditions 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 of them and/or the occupation of the building indemnified from and against the consequence of any breach.
- 15.1.6 No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.

15.1.7 Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.

15.1.8 The Landowners shall permit the Developer and their servants and agents with or without workman and other at all reasonable times to enter into and upon their Landowners' Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

16. **LANDOWNERS' OBLIGATION :**

16.1 **No Interference :**

The Landowners hereby agree and covenant with the Developer :

- (i) not to cause any interference or hindrance in the construction of the building by the Developer.
- (ii) not to do any act, deed or thing, whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building.
- (iii) not to let out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.

17. **DEVELOPER'S OBLIGATIONS :**

17.1 **Time Schedule of Handing Over Landowners' Allocation :** The Developer hereby agrees and covenants with the Landowners to handover Landowners' Allocation (morefully described in the Second Schedule hereunder written) within 30 (Thirty) months from the date of signing, executing and registering of this present Development Agreement. The Developer also empower by the Landowners a grace period of 6 (Six) months more to deliver the Landowners' Allocation.

17.1.1 **Penalty :** If the Landowners' Allocation will not be delivered within the stated period, the Developer shall be liable to pay Rs.10,000/- (Rupees Two Thousand) only per month to the Landowners as demurrage.

17.1.2 **No Violation :** The Developer hereby agrees and covenants with the Landowners :

- (i) not to violate or contravenes any of the provisions of rules applicable to construction of the said building.
- (ii) not to do any act, deed or thing, whereby the Landowners are prevented from enjoying, selling, assigning and/or disposing of any Landowners' Allocation in the building at the said premises vice versa.

18. LANDOWNERS' INDEMNITY

18.1 **Indemnity :** The Landowners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the Developer perform and fulfil the terms and conditions herein contained and/or its part to be observed and performed.

19. DEVELOPER'S INDEMNITY :

The Developer hereby undertakes to keep the Landowners :

- (i) indemnified against third party claiming and actions arising out of any sort of act of omission or commission of the Developer in relation to the construction of the said building.
- (ii) against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and/or for any defect therein.

20. MISCELLANEOUS :

20.1 **Contract Not Partnership :** The Landowners and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the Landowner and the Developer in any manner nor shall the parties hereto be constituted as association of persons.

- 20.1.1 **Not specified Premises :** It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowners and various applications and other documents may be required to be signed or made by the Landowners related to which specific provisions may not have been mentioned herein. The Landowners hereby undertake to do all such legal acts, deeds, matters and things as and when required and the Landowners shall execute any such additional power of attorney and/or authorisation as may be required by the Developer for any such purposes and the Landowners also undertake to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Landowners and/or against the spirit of these presents.
- 20.1.2 **Not Responsible :** The Landowners 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 Landowners indemnify against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 20.1.3 **Process of Issuing Notice :** Any notice required to be given by the Developer to the Landowners shall without prejudice to any other mode of service available be deemed to have been served on the Landowners if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Landowners if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.
- 20.1.4 **Formation of Association :** After the completion of the said building and receiving peaceful possession of the allocation, the Landowners hereby agree to abide by all the rules and regulations to be framed by any society/association/holding organisation and/or any other organisation, who will be in charge of such management of the affairs of the building and/or common parts thereof and hereby given their consent to abide by such rules and regulations.
- 20.1.5 **Name of the Building :** The name of the building shall be given by the developer in due course.

- 20.1.6 **Right to borrow fund :** The Developer shall be entitled to borrow money at their risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Landowners or effecting their estate and interest in the said premises it being expressly agreed and understood that in no event the Landowners nor any of their estate shall be responsible and/or be made liable for payment of any due to such bank or banks and the developer shall keep the Landowners indemnify against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
- 20.1.7 **Documentation :** The Landowners delivered all the xerox copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the Landowners will bound to produce documents in original before any competent authority for inspection.

21. **FORCE MAJEURE :**

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act of commission beyond the reasonable control of the parties hereto.

22. **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 and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that :

Constitution of Arbitral Tribunal : The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate, to be nominated jointly by the Legal Advisors of the Developer and Landowner.

Place : The place of arbitration shall be Kolkata only.

Binding Effect : The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

23. **JURISDICTION :**

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

THE FIRST SCHEDULE ABOVE REFERRED TO
[Description of Land & Premises]

ALL THAT piece and parcel of a demarcated plot of vacant Bastu land measuring **26 (Twenty Six) Decimals** be the same a little more or less, lying and situated at **Mouza - Kalikapur**, J.L. No. 40, Re.Sa. No. 143, Touzi No. 10, Pargana - Kalikata, P.S. formerly Rajarhat now New Town, comprised in C.S. Dag No. 1276, **R.S./L.R. Dag No. 1142**, under **R.S. Khatian No. 418**, **L.R. Khatian No. 3312, 3313, 3314 & 3315**, A.D.S./R.O. Rajarhat, New Town, within the local limit of Partharghata Gram Panchayet, in the District North 24 Parganas, Pin - 700136, in the State of West Bengal. The total plot of land is **situated and bounded** as follows :-

ON THE NORTH : Part of R.S. Dag No. 1142.
ON THE SOUTH : 20 ft. Wide Public Road.
ON THE EAST : P.W.D.
ON THE WEST : R.S. Dag No. 1146.

THE SECOND SCHEDULE ABOVE REFERRED TO

LANDOWNERS' ALLOCATION : The Landowners hereto in consideration of allowing the Developer to develop the said premises as stated in the First Schedule herein above by raising

the construction of multi storied building over and above the same will be entitled to have the allocation in the manner as follows :-

The Landowners' Allocation will be allotted as follows :-

1. The Landowners will jointly get 45% of the constructed area in form of self contained flats/commercial space & garages spaces in the proposed building in proportionate to their land share held by them in the schedule land, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said building. Out of the aforesaid 45% of constructed area, the Landowners will get :
 - (i) 45% constructed area as commercial space area, on the Ground Floor, Front Side with proportionate frontage.
 - (ii) 45% constructed area as commercial space area, on the First Floor, Front Side with proportionate frontage.
 - (iii) Rest area, will be allotted from Second, Third & Fourth Floor in form of self contained flats in habitable conditions.

Later on, after preparation of the Floor Plan, the said units will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowners along with a Supplementary Development Agreement denoting the units within the purview of the Landowners' Allocation.

2. The Landowners will also jointly get a sum of Rs. 10,00,000/- (Rupees Ten Lakh) only as refundable security deposit to be payable at the time of registering of this present Development Agreement.
3. It is also settled that except the Landowners' Allocation as described above, the other constructed area in the building, will exclusively be treated as Developer's Allocation.

4. The units will be in habitable condition with proportionate share of the land, common roof facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.
5. The Landowners will also give permission to amalgamate their plot with other neighbour plots. The area constructed in the amalgamated plot will be divided in between the Landowners in proportionate land ratio.

THE THIRD SCHEDULE ABOVE REFERRED TO
[Developer's Allocation]

DEVELOPER'S ALLOCATION : Shall mean all the remaining portion of the entire building (excluding Landowners' Allocation) including the common facilities common parts and common amenities of the buildings and the said property absolutely shall be the property of the Developer.

THE FOURTH SCHEDULE ABOVE REFERRED TO
[Specifications]

1. **STRUCTURE** : Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
2. **EXTERNAL WALL** : 8" thick brick wall and plastered with cement mortar.
3. **INTERNAL WALL** : 3" thick brick wall and plastered with cement mortar.
4. **FLOORING** : Flooring is of flat will be of Marble/Floor Tiles.
5. **BATH ROOM** : Bath room fitted upto 5'-6" height with glazed tiles of standard brand.
6. **KITCHEN** : Cooking platform and sink will be of Black stone 2'-6" height standard tiles above the platform to protect the oil spot.
7. **TOILET** : Toilet of Indian Type Pan/European type commode with standard P.V.C. Cistern. All fittings are in standard type. One wash hand basin is in dining space.

8. DOORS : Sal Wood Frame. All doors including Main Door & Other door pilla of the flat of flush door.
9. WINDOWS : Alluminium Sliding.
10. WATER SUPPLY : Water supply around the clock is assured for which necessary submartible pump/deep tube well will be installed.
11. PLUMBING : Toilet concealed wiring with PVC Pipe with two bibcock, one shower each in toilet, all fittings are standard quality.
12. VARANDAH : Varandah will be covered upto 2'-6" height.
13. LIFT : Four persons capacity lift will be provided.

ELECTRICAL WORKS :

1. Full concealed wiring with copper conduit.
2. In Bed Room : Two light points, only one 5 amp. plug point, one fan point.
3. Living/Dining Room : Two light points, One Fan point, one 5 amp. plug, one 15 amp. plug (as per required area).
4. Kitchen : One light point, one exhaust fan point and one 15 amp. plug point.
5. Toilet : One light point, one 15 amp. plug point, one exhaust fan point.
6. Verandah : One light point.
7. One light point at main entrance.
8. Calling Bell : One calling bell point at the main entrance.

PAINING :

- a) Inside wall of the flat will be finished with plaster of paris and external wall with super snowcem or equivalent.
- b) All door and windows frame painted with two coats white primer.

EXTRA WORK : Any work other then specified above would be regarded as extra work for which separate payment is required to be made.

IN WITNESS WHEREOF the parties hereto have set and subscribe their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata
in the presence of:

1. *22 152419 12121*
Maharaj Pura
1st Kujam Pura
1212 - 700135

2. *Krishna Das*
Advocate
Bent Dalgaon

Mozammel Tarafder
Mozammel Tarafder

Nazir Hossain Mondal
Nazir Hossain Mondal
Partners of M.N. Developers

Md. Aijuddin Mondal
Md. Aijuddin Mondal

Md. Abdul Halim Mondal
Molhammad Abdul Halim Mondal

Md. Salim Mondal
Md. Salim Mondal
Landowners

Jamaluddin Molla
Jamaluddin Molla
Director of
Nitu Developer Private Limited
Developer

Drafted By:
Pinaki Chattopadhyay
For Pinaki Chattopadhyay & Associates,
Advocates,
Sangita Apartment, Ground Floor,
Teghoria Main Road,
Kolkata - 700 157.
Ph. : 2570 8471.

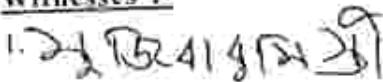
Composed By:
Gopa Dasgupta
Gopa Dasgupta,
Teghoria Main Road,
Kolkata - 700 157.

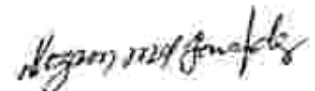
MEMO OF CONSIDERATION

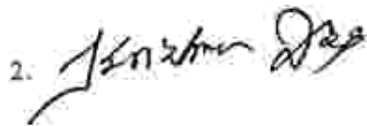
Received on or before the date of execution of this present Development Agreement, a sum of **Rs.10,00,000/- (Rupees Ten Lakh)** only from the present Developer in accordance with this present Development Agreement and also confirm the present agreement.

<u>Draft No.</u>	<u>Date</u>	<u>Bank & Branch</u>	<u>In favour of</u>	<u>Amount</u>
000167	28.08.2019	UCO Bank, Bhatenda	M.N. Developers	Rs. 5,00,000.00
000168	28.08.2019	UCO Bank, Bhatenda	Md. Aijuddin Mondal	Rs. 2,00,000.00
000169	28.08.2019	UCO Bank, Bhatenda	Md. Abdul Halim Mondal	Rs. 1,50,000.00
000170	28.08.2019	UCO Bank, Bhatenda	Md. Salim Mondal	Rs. 1,50,000.00
TOTAL :				Rs. 10,00,000.00

Witnesses :-

1. 


Mozammel Tarafder

2. 


Nazir Hossain Mondal
Partners of M.N. Developers


Md. Aijuddin Mondal


Mohammad Abdul Halim Mondal


Md. Salim Mondal
Landowners

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









UNDER RULES 41A OF THE I.R. ACT 1968
L.H. BOX-SMALL TO THUMB PRINTS
R.H. BOX-THUMB TO SMALL PRINTS

 <i>Sonal Kulkarni</i>	L.H.					
	R.H.					

ATTESTED :- *Sonal Kulkarni*

 <i>Rajan Kulkarni</i>	L.H.					
	R.H.					

ATTESTED :- *Rajan Kulkarni*

 <i>Nalin Kulkarni</i>	L.H.					
	R.H.					






ATTESTED :- *Nalin Kulkarni*

 <i>Md Salim Mandol</i>	L.H.					
	R.H.					


ATTESTED :- *Md Salim Mandol*

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

UNDER RULES 44A OF THE I.R. ACT 1908
N.D. L.H. BOX-SMALL TO THUMB PRINTS
R.H. BOX-THUMB TO SMALL PRINTS

	L.H.					
	R.H.					

ATTESTED :- *Mr. Rajendra Malik*

	L.H.					
	R.H.					

ATTESTED :- *Mr. Abdul Halim Mondal*

	L.H.					
	R.H.					

ATTESTED :-

	L.H.					
	R.H.					

ATTESTED :-

भारत सरकार

GOVERNMENT OF INDIA

भारत सरकार
GOVT. OF INDIA

भारत सरकार
GOVERNMENT OF INDIA



आयुक्त विभाग
INDIA SECURITY DOCUMENTS
10021907

AJRP3130Q

Handwritten signature

भारत सरकार

GOVERNMENT OF INDIA

भारत सरकार

GOVERNMENT OF INDIA



श्री अजीत कुमार

AJUDDH MUNDIA

22/01/1994

CEUPM42611

श्री अजीत कुमार



भारत सरकार
GOVERNMENT OF INDIA

भारत सरकार
GOVERNMENT OF INDIA

भारत सरकार

भारत सरकार

भारत सरकार

भारत सरकार



आयुक्त विभाग
INDIA SECURITY DOCUMENTS

भारत सरकार
GOVT. OF INDIA



BOARD COUNCIL OF WEST BENGAL
L.S. KHAN SARAI BOY ROAD KOLKATA-700 001
INDIA
IDENTITY CARD



भारत सरकार
GOVERNMENT OF INDIA



भारत सरकार

भारत सरकार

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

GRN: 19-201920-007252629-1

GRN Date: 12/09/2019 16:42:42

BRN: 119385903

Payment Mode: Online Payment

Bank: Bank of Baroda

BRN Date: 12/09/2019 16:46:00

DEPOSITOR'S DETAILS

Id No.: 15231000199407/4/2019

(Query No / Query Year)

Name: PINAKI CHATTOPADHYAY

Contact No.: Mobile No.: +91 9830061809

E-mail:

Address: SANGEETA APRT GR FL TEG

Applicant Name: Mr P CHATTOPADHYAY

Office Name:

Office Address:

Status of Depositor: Advocate

Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement
.. Payment No 4..

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount (₹)
1	15231000199407/4/2019	Property Registration- Stamp duty	0030-02-103-003-02	40021
2	15231000199407/4/2019	Property Registration- Registration Fees	0030-03-104-001-16	10021

Total

50042

In Words: Rupees Fifty Thousand Forty Two only

Major Information of the Deed



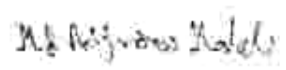
Deed No :	I-1523-12468/2019	Date of Registration	18/10/2019
Query No / Year	1523-1000199407/2019	Office where deed is registered	
Query Date	11/09/2019 12:43:39 PM	A.D.S.R. RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	P CHATTOPADHYAY TEGHORIA, Thana : Baguiati, District : North 24-Parganas, WEST BENGAL, Mobile No. : 9830061809, Status Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration - 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 1,56,00,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,121/- (Article:48(g))	Rs. 10,021/- (Article:E, E, B)		
Remarks			

Land Details :

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

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1142	LR-3312	Bastu	Bastu	26 Dec	1/-	1,56,00,000/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road.
Grand Total :					26Dec	1/-	156,00,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	M N DEVELOPERS CHINAR PARK, P.O:- R GOPALPUR, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700136 , PAN No.: AARFM6710A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative			
2	Name MD AIJUDDIN MONDAL Son of ABDUL MOJID MONDAL Executed by: Self, Date of Execution: 13/09/2019 , Admitted by: Self, Date of Admission: 13/09/2019 ,Place : Office	Photo 	Finger Print 	Signature 
		13/09/2019	L/T 13/09/2019	13/09/2019

TIKITIKI PARA, P.O:- NAGRAJOLE, P.S:- Baharampur Town, District:-Murshidabad, West Bengal, India, PIN - 742102 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: AJRPM3139Q, Aadhaar No: 60xxxxxxxx5817, Status :Individual, Executed by: Self, Date of Execution: 13/09/2019
 , Admitted by: Self, Date of Admission: 13/09/2019 ,Place : Office

3	Name	Photo	Finger Print	Signature
	MOHAMMAD ABDUL HALIM MONDAL Son of MD AJUDDIN MONDAL Executed by: Self, Date of Execution: 13/09/2019 , Admitted by: Self, Date of Admission: 13/09/2019 ,Place : Office	 13/09/2019	 LTI 13/09/2019	 13/09/2019

TIKITIKI PARA, P.O:- NAGRAJOLE, P.S:- Berhampore, District:-Murshidabad, West Bengal, India, PIN - 742102 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: CEUPM4261F, Aadhaar No: 31xxxxxxxx0526, Status :Individual, Executed by: Self, Date of Execution: 13/09/2019
 , Admitted by: Self, Date of Admission: 13/09/2019 ,Place : Office



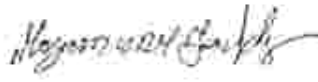


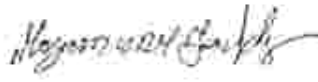


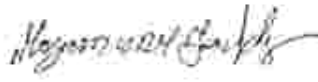











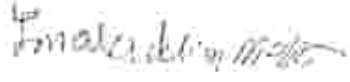


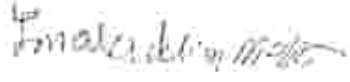


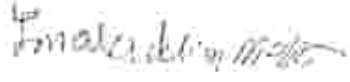
4	Name	Photo	Finger Print	Signature
	MD SALIM MONDAL Son of MOHD AJUDDIN MONDAL Executed by: Self, Date of Execution: 13/09/2019 , Admitted by: Self, Date of Admission: 13/09/2019 ,Place : Office	 13/09/2019	 LTI 13/09/2019	 13/09/2019

TIKITIKI PARA, P.O:- NAGRAJOLE, P.S:- Berhampore, District:-Murshidabad, West Bengal, India, PIN - 742102 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: CRKPM0375H, Aadhaar No: 20xxxxxxxx9213, Status :Individual, Executed by: Self, Date of Execution: 13/09/2019
 , Admitted by: Self, Date of Admission: 13/09/2019 ,Place : Office

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	NITU DEVELOPERS PRIVATE LIMITED LOUHATI, P.O:- LOUHATI, P.S:- Rajarhat, District -North 24-Parganas, West Bengal, India, PIN - 700135 , PAN No.:: AAECN1633P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr MOZAMMEL TARAFDER Son of Late HAJI JAKIR ALI TAFADER Date of Execution - 13/09/2019, , Admitted by: Self, Date of Admission: 13/09/2019, Place of Admission of Execution: Office </td> <td>  Sep 13 2019 11:43AM </td> <td>  LTI 13/09/2019 </td> <td>  13/09/2019 </td> </tr> </tbody> </table> <p>ATGHARA, P.O:- R GOPALPUR, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700136, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.: ABUPT7159E, Aadhaar No: 39xxxxxxxx5034 Status : Representative, Representative of : M N DEVELOPERS (as PARTNER)</p>	Name	Photo	Finger Print	Signature	Mr MOZAMMEL TARAFDER Son of Late HAJI JAKIR ALI TAFADER Date of Execution - 13/09/2019, , Admitted by: Self, Date of Admission: 13/09/2019, Place of Admission of Execution: Office	 Sep 13 2019 11:43AM	 LTI 13/09/2019	 13/09/2019
Name	Photo	Finger Print	Signature						
Mr MOZAMMEL TARAFDER Son of Late HAJI JAKIR ALI TAFADER Date of Execution - 13/09/2019, , Admitted by: Self, Date of Admission: 13/09/2019, Place of Admission of Execution: Office	 Sep 13 2019 11:43AM	 LTI 13/09/2019	 13/09/2019						
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr NAZIR HOSSAIN MONDAL (Presentant) Son of Late FAZLUR RAHAMAN MODNAL Date of Execution - 13/09/2019, , Admitted by: Self, Date of Admission: 13/09/2019, Place of Admission of Execution: Office </td> <td>  Sep 13 2019 11:43AM </td> <td>  LTI 13/09/2019 </td> <td>  13/09/2019 </td> </tr> </tbody> </table> <p>ATGHARA, P.O:- R GOPALPUR, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700136, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.: AJLPM3771C, Aadhaar No: 39xxxxxxxx5034 Status : Representative, Representative of : M N DEVELOPERS (as PARTNER)</p>	Name	Photo	Finger Print	Signature	Mr NAZIR HOSSAIN MONDAL (Presentant) Son of Late FAZLUR RAHAMAN MODNAL Date of Execution - 13/09/2019, , Admitted by: Self, Date of Admission: 13/09/2019, Place of Admission of Execution: Office	 Sep 13 2019 11:43AM	 LTI 13/09/2019	 13/09/2019
Name	Photo	Finger Print	Signature						
Mr NAZIR HOSSAIN MONDAL (Presentant) Son of Late FAZLUR RAHAMAN MODNAL Date of Execution - 13/09/2019, , Admitted by: Self, Date of Admission: 13/09/2019, Place of Admission of Execution: Office	 Sep 13 2019 11:43AM	 LTI 13/09/2019	 13/09/2019						
3	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr JAMALUDDIN MOLLA Son of Mr MOJAMBARI MOLLA Date of Execution - 13/09/2019, , Admitted by: Self, Date of Admission: 13/09/2019, Place of Admission of Execution: Office </td> <td>  Sep 13 2019 11:44AM </td> <td>  LTI 13/09/2019 </td> <td>  13/09/2019 </td> </tr> </tbody> </table> <p>LOUHATI, P.O:- LOUHATI, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.: AIYPM1138K, Aadhaar No: 42xxxxxxxx2212 Status : Representative, Representative of : NITU DEVELOPERS PRIVATE LIMITED (as DIRECTOR)</p>	Name	Photo	Finger Print	Signature	Mr JAMALUDDIN MOLLA Son of Mr MOJAMBARI MOLLA Date of Execution - 13/09/2019, , Admitted by: Self, Date of Admission: 13/09/2019, Place of Admission of Execution: Office	 Sep 13 2019 11:44AM	 LTI 13/09/2019	 13/09/2019
Name	Photo	Finger Print	Signature						
Mr JAMALUDDIN MOLLA Son of Mr MOJAMBARI MOLLA Date of Execution - 13/09/2019, , Admitted by: Self, Date of Admission: 13/09/2019, Place of Admission of Execution: Office	 Sep 13 2019 11:44AM	 LTI 13/09/2019	 13/09/2019						

Identifier Details :

Name	Photo	Finger Print	Signature
Mr KRISHNA DAS Son of Late H DAS PD 7 ARJUNPUR, P.O:- ARJUNPUR, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059			

13/09/2019 13/09/2019 13/09/2019
ier Of MD AIJUDDIN MONDAL, MOHAMMAD ABDUL HALIM MONDAL, MD SALIM MONDAL, Mr MOZAMMEL
EFDER, Mr NAZIR HOSSAIN MONDAL, Mr JAMALUDDIN MOLLA

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	M N DEVELOPERS	NITU DEVELOPERS PRIVATE LIMITED-6.5 Dec
2	MD AIJUDDIN MONDAL	NITU DEVELOPERS PRIVATE LIMITED-6.5 Dec
3	MOHAMMAD ABDUL HALIM MONDAL	NITU DEVELOPERS PRIVATE LIMITED-6.5 Dec
4	MD SALIM MONDAL	NITU DEVELOPERS PRIVATE LIMITED-6.5 Dec

Land Details as per Land Record

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

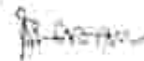
Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1142, LR Khatian No:- 3312	Owner:আইজুদ্দিন মন্ডল, Gurdian:আব্দুল মজি মন্ড, Address:টিকিটিকিপাড়া, নাগরাজোল বহরমপুর, মুর্শিদাবাদ . Classification:ডাঙ্গা, Area:0.05000000 Acre,	MD AIJUDDIN MONDAL

Endorsement For Deed Number : I - 152312468 / 2019

On 11-09-2019

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,56,00,000/-



Sanjoy Basak

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT

North 24-Parganas, West Bengal

On 13-09-2019

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

Presented for registration at 11:29 hrs on 13-09-2019, at the Office of the A.D.S.R. RAJARHAT by Mr NAZIR HOSSAIN MONDAL .

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

Execution is admitted on 13/09/2019 by 1. MD AIJUDDIN MONDAL, Son of ABDUL MOJID MONDAL, TIKITIKI PARA, P.O: NAGRAJOLE, Thana: Baharampur Town, Murshidabad, WEST BENGAL, India, PIN - 742102, by caste Muslim, by Profession Business, 2. MOHAMMAD ABDUL HALIM MONDAL, Son of MD AIJUDDIN MONDAL, TIKITIKI PARA, P.O: NAGRAJOLE, Thana: Berhampore, Murshidabad, WEST BENGAL, India, PIN - 742102, by caste Muslim, by Profession Business, 3. MD SALIM MONDAL, Son of MOHD AIJUDDIN MONDAL, TIKITIKI PARA, P.O: NAGRAJOLE, Thana: Berhampore, Murshidabad, WEST BENGAL, India, PIN - 742102, by caste Muslim, by Profession Business

Identified by Mr KRISHNA DAS, Son of Late H DAS, PD 7 ARJUNPUR, P.O: ARJUNPUR, Thana: Baguiati, North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Advocate

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

Execution is admitted on 13-09-2019 by Mr MOZAMMEL TARAFDER, PARTNER, M N DEVELOPERS, CHINAR PARK, P.O:- R GOPALPUR, P.S:- Baguiati, District-North 24-Parganas, West Bengal, India, PIN - 700136

Identified by Mr KRISHNA DAS, Son of Late H DAS, PD 7 ARJUNPUR, P.O: ARJUNPUR, Thana: Baguiati, North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Advocate

Execution is admitted on 13-09-2019 by Mr NAZIR HOSSAIN MONDAL, PARTNER, M N DEVELOPERS, CHINAR PARK, P.O:- R GOPALPUR, P.S:- Baguiati, District-North 24-Parganas, West Bengal, India, PIN - 700136

Identified by Mr KRISHNA DAS, Son of Late H DAS, PD 7 ARJUNPUR, P.O: ARJUNPUR, Thana: Baguiati, North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Advocate

Execution is admitted on 13-09-2019 by Mr JAMALUDDIN MOLLA, DIRECTOR, NITU DEVELOPERS PRIVATE LIMITED, LOUHATI, P.O:- LOUHATI, P.S:- Rajarhat, District-North 24-Parganas, West Bengal, India, PIN - 700135

Identified by Mr KRISHNA DAS, Son of Late H DAS, PD 7 ARJUNPUR, P.O: ARJUNPUR, Thana: Baguiati, North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,021/- (B = Rs 10,000/-, E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 10,021/-


Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/09/2019 4:46PM with Govt. Ref. No: 192019200072526291 on 12-09-2019, Amount Rs: 10,021/-, Bank: Bank of Boroda (BARB0INDIAE), Ref. No: 119385903 on 12-09-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 40,021/-

Description of Stamp
1. Stamp, Type: Impressed, Serial no 93021, Amount: Rs. 100/-, Date of Purchase: 05/09/2019, Vendor name: AMAL KUMAR SAHA

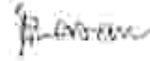
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/09/2019 4:46PM with Govt. Ref. No: 192019200072526291 on 12-09-2019, Amount Rs: 40,021/-, Bank: Bank of Boroda (BARB0INDIAE), Ref. No: 119385903 on 12-09-2019, Head of Account 0030-02-103-003-02


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

18-10-2019

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

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



Sanjoy Basak
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
Volume number 1523-2019, Page from 464424 to 464464
being No 152312468 for the year 2019.



Digitally signed by SANJOY BASAK
Date: 2019.10.18 18:21:45 +05:30
Reason: Digital Signing of Deed.

(Sanjoy Basak) 18-10-2019 6:21:33 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)

P-71

DATED THE DAY OF 2019

34

DEVELOPMENT AGREEMENT

BETWEEN

M.N. Developers
Md. Ajjuddin Mondal
Mohammad Abdul Halim Mondal
Md. Salim Mondal

Landowners Landowners

Nitu Developer Private Limited

Developer

Drafted By

Pinaki Chattopadhyay & Associates

Advocates

Sangita Apartment, Ground Floor
Teghoria Main Road
Kolkata - 700 137
Ph. : 2570 8471

Composed By

Gopa Dasgupta
Teghoria Main Road
Kolkata - 700 137