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1903-2-177 2753/2020
Case no- 31/21

Additional Registrar of
Assurances in Kolkata

9 JAN 2021

certified that the document is admitted to
Registration. The Assurances, the amount of
assurances, and the interest to the document
are the part of the document.

Additional Registrar

DEVELOPMENT AGREEMENT

1. Date: 9th January, 2021

2. Place: Kolkata

3. Parties:

3.1 RAFAT JAHAN, wife of Md. Kamal Ashraf and daughter of Mukhtar Ahmed, nationality Indian, by faith Muslim, by occupation Business, residing at 110/H/7B, Elliot Road, Park Street H.O., Post Office Park Street, Kolkata-700016, Police Station Park Street [PAN AMXPJ3942R] [AADHAR NO.8869 3964 5352]

(Owner, includes successors-in-interest and/or assigns)

Low
In 250
In 300
550

Sold To.....
Name.....
Address.....
Rs.....
- 5 JAN 2021
C.M.M.'s Court,
2, Bankshall Street, Kol-1

70901
PANCHU GOPAL SHAW
Advocate
C.M.M. Court
F692/663
2, Bankshall Street, Kol-1

ABANISH KUMAR DAS
Govt. License Stamp Vender
C.M.M.'s Court
2, Bankshall Street, Kol-1

Identified:

Md. Samed Hussain

S/O MD. Samiuddin

83A, ELLIOT ROAD, KOLKATA

Pin - 700016, BUSINESS

P.O. & P.S. - PARK STREET

Additional Registrar of
Assurances - Kolkata

9 JAN 2021

And

- 3.2 AL-MADINA REALTY LLP, a Limited Liability Partnership firm, incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 3, Royd Lane, 3rd Floor, Post Office Park Street, Kolkata-700016, Police Station Park Street [PAN ABTFA2828G], represented by its designated partner, Md. Kamal Ashraf, son of Haji Md. Samsuddin, nationality Indian, by faith Muslim, by occupation Business, working for gain at 3, Royd Lane, 3rd Floor, Post Office Park Street, Kolkata-700016, Police Station Park Street [PAN AIFPA3630H] [AADHAR NO.8542 4231 4855]

(Developer, includes successor-in-interest and/or assigns)

Owner and Developer individually Party and collectively Parties.

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

4. Subject Matter of Agreement

- 4.1 Development of Said Property: Final Agreement between the Owner and the Developer with regard to development (in the manner specified in this Agreement) of bastu land measuring 9.25 (nine point two five) decimal, more or less, equivalent to 5 (five) cottah 9 (nine) chittack 27 (twenty seven) square feet, together with structures thereon measuring 400 (four hundred) square feet, comprised in R.S. Dag Nos.195 and 196, recorded in R.S. Khatian Nos. 117 and 118, J.L.No.25, Mouza Nayabad, situates lying at Premises No. 1659 (formed by amalgamation of Premises No.1029 and Premises No.1659, Nayabad), Nayabad, within the limits of Ward No.109 of Kolkata Municipal Corporation, Post Office Purba Jadavpur, Kolkata-700099, Police Station Kasba (now Purba Jadavpur), Sub-Registration District Sealdah, District South 24 Parganas, more fully described in the 2nd Schedule below (Said Property).

5. Representations, Warranties and Background

- 5.1 Owner's Representations about Title: The Owner has represented and warranted to the Developer regarding title as follows:
- 5.1.1 Ownership of Ramananda Roy: One, Ramananda Roy, son of Late Ram Narayan Roy, became the absolute owner of sali land measuring 2 (two) cottah 12 (twelve) chittack 36 (thirty six) square feet, more or less, comprised in R.S. Dag Nos.195 and 196, recorded in R.S. Khatian Nos. 117 and 118, J.L.No.25, Mouza Nayabad, Police Station Kasba, Sub-Registration District Sealdah, District South 24 Parganas, by virtue of Deed of Conveyance dated 28th February, 1986, registered in the Office of the District Sub-Registrar, South 24 Parganas, in Book No.I, Volume No.128, at

Pages 426 to 440, being Deed No. 4704 for the year 1986, and the said land was purchased from one Minati Chowdhury, wife of Prabir Kumar Chowdhury.

- 5.1.2 **Purchase by Anita Roy:** Ramananda Roy, thereafter, after becoming the absolute owner of sali land measuring 2 (two) cottah 12 (twelve) chittack 36 (thirty six) square feet, more or less, together with all easement rights of adjacent common passage, comprised in R.S. Dag Nos.195 and 196, recorded in R.S. Khatian Nos. 117 and 118, J.L.No.25, Mouza Nayabad, Police Station Kasba, Sub-Registration District Sealdah, District South 24 Parganas, sold the said land to one Anita Roy, wife of Samar Roy, by a Deed of Conveyance dated 8th February, 2002, registered in the Office of the District Sub-Registrar, Alipore, South 24 Parganas, in Book No.I, Volume No.37, at Pages 110 to 121, being Deed No. 1455 for the year 2002.
- 5.1.3 **Purchase by Santosh Kumar Mishra:** Anita Roy, thereafter, after becoming the absolute owner of sali land measuring 2 (two) cottah 12 (twelve) chittack 36 (thirty six) square feet, more or less, together with all easement rights of adjacent common passage, comprised in R.S. Dag Nos.195 and 196, recorded in R.S. Khatian Nos. 117 and 118, J.L.No.25, Mouza Nayabad, Police Station Kasba, Sub-Registration District Sealdah, District South 24 Parganas, sold the said land to one Santosh Kumar Mishra, son of Debi Prasad Mishra, by a Deed of Conveyance dated 1st February, 2012, registered in the Office of the District Sub-Registrar-III, Alipore, South 24 Parganas, in Book No.I, CD Volume No.2, at Pages 5376 to 5397, being Deed No. 00817 for the year 2012.
- 5.1.4 **Purchase by Nandini Ganguly:** Santosh Kumar Mishra, thereafter, after becoming the absolute owner of sali land measuring 2 (two) cottah 12 (twelve) chittack 36 (thirty six) square feet, together with structures thereon measuring 200 (two hundred) square feet, comprised in R.S. Dag Nos.195 and 196, recorded in R.S. Khatian Nos. 117 and 118, J.L.No.25, Mouza Nayabad, situated lying at Premises No. 1029, Nayabad, within the limits of Ward No.109 of Kolkata Municipal Corporation, Kolkata-700099, Police Station Kasba (now Purba Jadavpur), Sub-Registration District Sealdah, District South 24 Parganas, sold the said land to one Nandini Ganguly, wife of Abhijit Ganguly, by a Deed of Conveyance dated 2nd April, 2012, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, in Book No.I, CD Volume No.6, at Pages 9276 to 9298, being Deed No. 02817 for the year 2012.
- 5.1.5 **Mutation by Nandini Ganguly:** Nandini Ganguly got her name mutated in the records of B.L.&L.R.O. recorded in R.S. Khatian Nos. 117 and 118, and also in the records of the Kolkata Municipal Corporation, vide Assessee No. 31-109-08-1029-0 in respect of the said land purchased by Nandini Ganguly.

5.1.6 **First Purchase by Rafat Jahan (Owner):** By a Deed of Conveyance dated 9th November, 2015, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No.I, Volume No.1606-2015, at Pages 51311 to 51343, being Deed No.160603230 for the year 2015, Nandini Ganguly sold sali land measuring 2 (two) cottah 12 (twelve) chittack 36 (thirty six) square feet, together with structures thereon measuring 200 (two hundred) square feet, comprised in R.S. Dag Nos.195 and 196, recorded in R.S. Khatian Nos. 117 and 118, J.L.No.25, Mouza Nayabad, situates lying at Premises No. 1029, Nayabad, within the limits of Ward No.109 of Kolkata Municipal Corporation, Kolkata-700099, and marked as Plot No.36, Police Station Kasba (now Purba Jadavpur), Sub-Registration District Sealdah, District South 24 Parganas (First Portion of Said Property), to Rafat Jahan (the Owner herein). Thereafter, the Owner got her name mutated in the records of B.L.&L.R.O. vide R.S. Khatian No. 117 vide Memo No.18-2660/B.L.&L.R.O. ATM Kasba dated 05.05.2017 and also in the records of Kolkata Municipal Corporation, being Assessee No. 31-109-08-1029-0 in respect of the said land purchased.

5.1.7 **Ownership of Ratna Sen:** By a Deed of Conveyance dated 15th March, 1986, registered in the Office of the District Sub-Registrar, Alipore, South 24 Parganas, in Book No.I, Volume No.94, at Pages 214 to 228, being Deed No.4705 for the year 1986, one Minati Chowdhury, wife of Prabir Kumar Chowdhury, sold sali land measuring 2 (two) cottah 12 (twelve) chittack 36 (thirty six) square feet, together with structures thereon measuring 200 (two hundred) square feet, comprised in R.S. Dag Nos.195 and 196, recorded in R.S. Khatian Nos. 117 and 118, J.L.No.25, Mouza Nayabad, situates lying at Premises No. 1659, Nayabad, within the limits of Ward No.109 of Kolkata Municipal Corporation, Kolkata-700099, Police Station Kasba (now Purba Jadavpur), Sub-Registration District Sealdah, District South 24 Parganas, to Ratna Sen, wife of Surya Sen.

5.1.8 **Mutation by Ratna Sen:** Ratna Sen got her name mutated in the records of B.L.&L.R.O., recorded in R.S. Khatian Nos. 117 and 118, and also in the records of the Kolkata Municipal Corporation, vide Assessee No. 31-109-08-1659-0 in respect of the said land purchased by Ratna Sen.

5.1.9 **Second Purchase by Rafat Jahan (Owner):** By a Deed of Conveyance dated 29th September, 2016, registered in the Office of the District Sub Registrar- V, South 24 Parganas, in Book No.I, Volume No.1630-2016, at Pages 87049 to 87074, being Deed No.163003027 for the year 2016, Ratna Sen sold sali land measuring 2 (two) cottah 12 (twelve) chittack 36 (thirty six) square feet, together with structures thereon measuring 200 (two hundred) square feet, comprised in R.S. Dag Nos.195 and 196, recorded in R.S. Khatian Nos. 117 and 118, J.L.No.25, Mouza Nayabad, situates lying at Premises No. 1659, Nayabad, within the limits of Ward No.109 of Kolkata Municipal Corporation, Kolkata-700099, and marked as Plot No.37, Police Station Kasba (now Purba Jadavpur), Sub-Registration District Sealdah, District South 24 Parganas (Second Portion of Said Property), to Rafat Jahan (the

Owner herein). Thereafter, the Owner got her name mutated in the records of S.L.&L.R.O. vide R.S. Khatian Nos. 117 and 118 vide Memo No.18/Mu. 7733 S.L.&L.R.O./ATM Kasba/17 dated 22.12.2017, and also in the records of Kolkata Municipal Corporation, being Assessee No. 31-109-08-1659-0 in respect of the said land purchased.

5.1.10 Re-numbering: The Kolkata Municipal Corporation has reassessed and renumbered the Municipal Premises No.1029, Nayabad and Municipal Premises No.1639, Nayabad, as Municipal Premises No. 1659, Nayabad, Kolkata-700099.

5.1.11 Absolute Ownership of Owner: By virtue of the circumstances described above, the Owner has become and continued to be the absolute and undisputed owner of the First Portion of Said Property and Second Portion of Said Property, collectively Said Property, being sali land measuring 9.25 (nine point two five) decimal, more or less, equivalent to 5 (five) cottah 9 (nine) chittack 27 (twenty seven) square feet, together with structures thereon measuring 400 (four hundred) square feet, comprised in R.S. Dag Nos.185 and 196 recorded in R.S. Khatian Nos. 117 and 118, J.L.No.25, Mouza Nayabad, situated lying at Premises No. 1659 (formed by amalgamation of Premises No.1029 and Premises No.1639, Nayabad), Nayabad, within the limits of Ward No.109 of Kolkata Municipal Corporation, Post Office Furba Jadavpur, Kolkata-700099, Police Station Kasba (now Furba Jadavpur), Sub-Registration District Sealdah, District South 24 Parganas.

5.1.12 Conversion: The Owner applied for conversion of the Said Property (vide Case No.88/2018) before the concerned Office of the Block Land & Land Reforms Office, and the same was allowed and converted to bastu vide Memo No. 17/5028 dated 24.12.2020.

5.1.13 Rights of Owner: The Owner is seized and possessed of and well and sufficiently entitled to the Said Property. No person other than the Owner has any right, title and/or interest of any nature whatsoever in the Said Property or any part thereof.

5.1.14 Owner Has Marketable Title: The right, title and interest of the Owner in the Said Property is free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage or lien and the Owner shall keep the Said Property free and marketable till the completion of the development of the Said Property.

5.1.15 No Previous Agreement: The Owner has not entered into any agreement for sale or transfer or lease or development of the Said Property with any person or persons, save the Developer and/or persons in control of the Developer.

- 5.1.16 **No Requisition or Acquisition:** The Said Property is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise.
- 5.1.17 **Owner has Authority:** The Owner has full right, power and authority to enter into this Agreement.
- 5.1.18 **No Prejudicial Act:** The Owner has neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.
- 5.2 **Developer's Representations:** The Developer has represented and warranted to the Owner as follows:
- 5.2.1 **Infrastructure and Expertise of Developer:** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
- 5.2.2 **Financial Arrangement:** The Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property, *inter alia* by way of construction of the New Building (defined below) on the Said Property.
- 5.2.3 **No Abandonment:** The Developer shall not abandon, delay or neglect the project of development of the Said Property and shall accord the highest priority, financial as well as infrastructural, to the development of the Said Property.
- 5.2.4 **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- 5.3 **Decision to Develop:** The Owner had become desirous to develop the Said Property. Pursuant thereto, preliminary discussions were held with the Developer for taking up the development of the Said Property by way of construction of a G+4 building (New Building) comprising of 12 spaces/units/flats of the New Building for the benefit of the Parties hereto (Project) by selling the saleable spaces and amenities in the New Building (Units) to prospective buyers (collectively Transferees, which expression include, without limitation or exception all persons who agree to buy Units in the New Building and shall include (1) the Owner for unsold Units comprised in the Owner's Allocation (defined in Clause 11.1 below) (2) the Owner for the Owner's Allocation (defined in Clause 11.1 below) and (3) the Developer for unsold Units comprised in the Developer's Allocation (defined in Clause 12.1 below)]. Accordingly, the Owner got a building plan sanctioned by the Planning Authority vide Plan No. 2020120292 dated 24.12.20 including any further modification/s may arise thereto (Said Plan). However, the Owner realizes that it will not be possible for the Owner to

construct the New Building on her own and hence the Owner has entrusted with the work of development of the Said Property to the Developer.

- 5.4 **Finalization of Terms Based on Reliance on Representations:** Pursuant to the above and relying on the representations made by the Parties to each other as stated above, final terms and conditions agreed by and between the Parties superseding all previous correspondence and agreements (oral or written) between the Parties for the Project are being recorded by this Agreement.

6. Basic Understanding

- 6.1 **Development of Said Property by Construction of New Building:** The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by construction of the New Building named "AMR ICON" thereon according to the Said Plan on joint venture basis in terms as recorded in this Agreement.
- 6.2 **Nature and Use of New Building:** The Developer shall, at its own costs and without creating any financial or other liability on the Owner, construct, erect and complete the New Building in accordance with the Said Plan, and as per the Specifications mentioned in the 2nd Schedule below. Subject to the aforesaid, the decision of the New Architect regarding the quality of materials shall be final and binding on the Parties. All costs charges and expenses including the New Architect's fees shall be paid by the Developer and the Owner shall bear no responsibility in this context.
- 6.3 **Costs of Development etc.:** The Developer shall bear and pay all costs and expenses of and relating to construction, development of the New Building and shall have absolute right and full authority to appoint contractors, sub-contractors, agents, sub-agents etc. in this regard.

7. Appointment and Commencement

- 7.1 **Appointment:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Owner hereby appoints the Developer as the developer of the Said Property with right to execute the Project and the Developer hereby accepts the said appointment by the Owner.
- 7.2 **Commencement and Tenure:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

8. Sanction and Construction

- 8.1 **Architect and Consultants:** The Owner confirms that the Owner has authorized the Developer to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owner shall have no liability or responsibility.
- 8.2 **Construction of New Building:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owner, demolish the existing building on the Said Property and construct, erect and complete the New Building on the Said Property comprising of residential building and Common Portions (defined in Clause 8.4 below), in accordance with the sanctioned Building Plan. The debris arising out of the demolition of the existing building on the Said Property or the value thereof shall be distributed between the Developer and the Owner in equal proportion.
- 8.3 **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that the Developer shall construct, erect and complete the New Building within a period of 24 (twenty four) months from the date of execution hereof or from the date of handing over vacant possession of the Said Property by the Owner to the Developer, whichever is later, with a grace period of 6 (six) months, subject to Force Majeure as defined in Clause 24 below (Completion Time). In this regard it is clarified that the Completion Time shall not include the time required for obtaining the occupancy certificate/completion certificate from Kolkata Municipal Corporation - the New Building or portions thereof shall be deemed to be completed if so certified by the Architect along with an undertaking of the Developer to obtain the occupancy certificate/completion certificate from Kolkata Municipal Corporation.
- 8.4 **Common Portions:** The Developer shall at its own costs install and erect in the New Building common areas, amenities and facilities such as stairways, lifts, passages, common lavatory, electric services (if required separately for the Project), electric meter room, pump room, reservoir, over-head water tank, ultimate roof of the New Building, water pump and motor, water connection, drainage connection and sewerage connection as per the Said Plan and other facilities required for establishment, enjoyment and management of the New Building (collectively Common Portions). For permanent electric connection to the Units, the Transferees shall pay the deposits demanded by C.E.S.C. and other agencies and the Owner shall also pay the same for the Units in the Owner's Allocation (defined in Clause 11.1 below).
- 8.6 **Building Materials:** The Developer shall be authorized in the name of the Owner to apply for and obtain quotes, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owner and required for the construction of the New

Building but under no circumstances the Owner shall be responsible for the price/value, storage and quality of the building materials.

8.7 **Temporary Connections:** The Developer shall be authorized in the name of the Owner to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage charges.

8.8 **Modification:** Any amendment or modification to the Said Plan and/or other plans may be made or caused to be made by the Developer, within the permissible limits of the Planning Authorities.

8.9 **Co-operation by Owner:** The Owner shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Owner shall provide all co-operations that may be necessary for successful completion of the Project.

9. Possession and Title Deeds

9.1 **Vacating by Owner:** Simultaneously herewith, the Owner has handed over *khas*, vacant, peaceful and physical possession of the entirety of the Said Property to the Developer, for the purpose of execution of the Project.

9.2 **Custody of Title Deeds:** It has been agreed between the Parties that original of all title related papers and documents of the Said Property shall remain in custody of the Owner. The Owner hereby indemnifies the Developer that the Owner will make available the original title deeds, papers and documents to the Developer for production before any authority as and when required. On completion of the Project, the Owner shall handover original copies of all title deeds, papers and documents to the Developer against covenant of production and the Developer hereby consents to the same.

10. Powers and Authorities

10.1 **Power of Attorney for Building Plans Modification, Construction and Sale of Developer's Allocation:** The Owner shall grant to the Developer and/or its nominees a Power of Attorney for the purpose of getting the Building Plans revalidated/modified/alterd by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Building and the Owner shall also grant to the Developer and/or its nominees a Power of Attorney for construction of the New Building and booking and sale of the Developer's Allocation (defined in Clause 12.1 below).

10.2 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owner hereby undertakes that she shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement.

11. **Owner's Consideration**

11.1 **Owner's Allocation:** The Developer shall, at its own costs and expenses, construct, finish, complete and make available to the Owner in habitable condition and according to the Building Plans, the followings:

11.1.1 **Owner's Building Portion:** It is agreed between the Parties that the Owner's Building Portion shall be distributed to the Owner in the manner as stated below:

- a) South-east facing 2BHK Flat/Unit No.1B on the first floor of the G+4 New Building comprising of 12 (twelve) Flats/Units as per the Said Plan;
- b) North-east facing 2BHK Flat/Unit No.2C on the second floor of the G+4 New Building comprising of 12 (twelve) Flats/Units as per the Said Plan;
- c) South-west facing 3BHK Flat/Unit No.3A on the third floor of the G+4 New Building comprising of 12 (twelve) Flats/Units as per the Said Plan;
- d) South-east facing 2BHK Flat/Unit No.4B on the fourth floor of the G+4 New Building comprising of 12 (twelve) Flats/Units as per the Said Plan;
- e) North-east facing 2BHK Flat/Unit No.4C on the fourth floor of the G+4 New Building comprising of 12 (twelve) Flats/Units as per the Said Plan;

11.1.2 **Owner's Car Parks:** 3 (three) car parking spaces comprising of 2 (two) covered car parking spaces and 1 (one) open car parking space in the Said Property (Owner's Car Parks) out of total 8 (eight) car parking spaces comprising of 7 (seven) covered car parking spaces and 1 (one) open car parking space in the Said Property.

The Owner's Building Portion and the Owner's Car Parks are collectively Owner's Allocation. It is clarified that the Owner's Allocation shall include undivided, impartible, indivisible and proportionate share in (1) the Common Portions and (2) the land contained in the Said Property. It is clarified that the title of the Owner to the Owner's Allocation shall be derived from their registered ownership documents read in conjunction with (1) this Development Agreement (2) the separate instrument whereunder

details of the demarcation shall be recorded as per the Said Plan and/or other Plans, if any and (3) the Possession Letter/s that shall be issued by the Developer to the Owner at the time of handing over possession of the Owner's Allocation.

12. Developer's Consideration

12.1 Developer's Allocation: The Developer shall, at its own costs and expenses, construct, finish, complete and be entitled to the following:

12.1.1 Developer's Building Portion: It is agreed between the Parties that the Developer's Building Portion shall be distributed to the Developer in the manner as stated below:

- a) South-West facing 3 BHK Flat/Unit No.1A on the first floor of the G+4 New Building comprising of 12 (twelve) Flats/Units as per the Said Plan;
- b) North-East facing 2 BHK Flat/Unit No.1C on the first floor of the G+4 New Building comprising of 12 (twelve) Flats/Units as per the Said Plan;
- c) South-West facing 3 BHK Flat/Unit No.2A on the second floor of the G+4 New Building comprising of 12 (twelve) Flats/Units as per the Said Plan;
- d) South-East facing 2 BHK Flat/Unit No.2B on the second floor of the G+4 New Building comprising of 12 (twelve) Flats/Units as per the Said Plan;
- e) South-East facing 2 BHK Flat/Unit No.3B on the third floor of the G+4 New Building comprising of 12 (twelve) Flats/Units as per the Said Plan;
- f) North-East facing 2 BHK Flat/Unit No.3C on the third floor of the G+4 New Building comprising of 12 (twelve) Flats/Units as per the Said Plan;
- g) South West facing 3 BHK Flat/Unit No.4A on the fourth floor of the G+4 New Building comprising of 12 (twelve) Flats/Units as per the Said Plan;

12.1.2 Developer's Car Parks: 5 (five) covered car parking spaces in the Said Property (Developer's Car Parks) out of total 8 (eight) car parking spaces comprising of 7 (seven) covered car parking spaces and 1 (one) open car parking space in the Said Property.

The Developer's Building Portion and the Developer's Car Parks are collectively Developer's Allocation. It is clarified that the Developer's Allocation shall include undivided, impartible, indivisible and proportionate share in (1) the Common Portions and (2) the land contained in the Said Property.

13. Dealing with Respective Allocations

- 13.1 Demarcation of Allocations: The Parties hereby mutually demarcate and allocate the Owner's Allocation and the Developer's Allocation in a fair and equitable manner including as to location, floor, etc. and the details of such demarcation shall also be recorded in a separate instrument (Demarcation Agreement). It is clarified that if there are any variations of the Said Plan, the Parties shall by mutual consent vary their respective allocations, if necessary.
- ✓ 13.2 Owner's Allocation: The Owner shall be exclusively entitled to the Owner's Allocation which is 40% (forty percent), more or less, of the total allocation with exclusive right to transfer or otherwise deal with the same in any manner the Owner deem appropriate, without any right, claim or interest therein whatsoever of the Developer and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession of the Owner's Allocation. It is clearly understood that the dealings of the Owner with regard to the Owner's Allocation shall not in any manner fasten or create any financial liabilities upon the Developer. However, any transfer of any part of the Owner's Allocation shall be subject to the other provisions of this Agreement.
- 13.3 Developer's Allocation: The Developer shall be exclusively entitled to the Developer's Allocation which is 60% (sixty percent), more or less, of the total allocation with exclusive right to transfer or otherwise deal with the same in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Owner and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation. It is clearly understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owner. However, any transfer of any part of the Developer's Allocation shall be subject to the other provisions of this Agreement.
- 13.4 Transfer of Developer's Allocation: In consideration *inter alia* of the Developer constructing and handing over the Owner's Allocation to the Owner, the Owner shall execute deeds of conveyances of the undivided share in the land contained in the Said Property and the Building Plans as be attributable to the Developer's Allocation, in such part or parts as shall be required by the Developer, in favour of the Transferees nominated by the Developer. Such execution of conveyances shall be through the Developer exercising the powers and authorities mentioned in Clause 10.1 above.

- 13.5 **No Objection to Allocation:** The Parties confirm that neither Party has any objection with regard to their respective allocations.
- 13.6 **Cost of Transfer:** The costs of the aforesaid conveyances including stamp duty and registration fees and all other legal expenses shall be borne and paid by the Developer or the Transferees.
14. **Municipal Taxes and Outgoings**
- 14.1 **Relating to Period Prior to Date of Sanction of Building Plans:** All Municipal rates, khajna, taxes, penalty, interest and outgoings (collectively Rates) on the Said Property relating to the period prior to the date of execution of this Agreement shall be borne, paid and discharged by the Owner. It is made specifically clear that all Rates outstanding upto the date of execution of this Agreement shall remain the liability of the Owner and such dues shall be borne and paid by the Owner as and when called upon by the Developer, without raising any objection thereto.
- 14.2 **Relating to Period After Sanction of Building Plans:** As and from the date of this Agreement, the Developer shall be liable for the Rates in respect of the Said Property, till such time the New Building is ready for occupation with all necessary approvals/sanctions from the appropriate authorities, after which, the Parties shall become liable and responsible for the Rates in the ratio of their sharing in the New Building.
15. **Possession and Post Completion Maintenance**
- 15.1 **Possession of Owner's Allocation:** Within 15 (fifteen) days from the date of the New Building being completed with Occupancy Certificate/Completion Certificate from Kolkata Municipal Corporation, the Owner shall take possession of the Owner's Allocation and if the Owner does not take such possession, it shall be deemed that the Developer has delivered possession to the Owner.
- 15.2 **Possession Date and Rates:** On and from such date of the Owner taking physical possession or the aforementioned deemed possession, whichever be earlier (Possession Date), the Parties shall become liable and responsible for the Rates in respect of their respective Allocations.
- 15.3 **Punctual Payment and Mutual Indemnity:** The Parties shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities and the Parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them, as the case may be, consequent upon a default by the other.

- 15.4 **Maintenance:** The Developer shall frame a scheme for the management and administration of the New Building. The Owner hereby agrees to abide by all the rules and regulations to be so framed for the management of the affairs of the New Building along the Transferees.
- 15.5 **Maintenance Charge:** The Transferees and the Owner shall manage and maintain the Common Portions and services of the New Building [if necessary, by forming a body (Association)] and shall collect the costs and service charge therefor (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Building, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipment. Advance/deposit towards Maintenance Charge shall also be collected, to ensure that funds are readily available for proper maintenance and upkeep of the New Building.
16. **Common Restrictions**
- 16.1 **Applicable to Both:** The Owner's Allocation and the Developer's Allocation in the New Building shall be subject to the same restrictions as are applicable to multi-storied ownership buildings, intended for common benefit of all occupiers of the New Building.
- 16.2 **Installation of Telecommunication Tower:** The Owner and Developer confirm, declare and mutually agree that neither Party shall install nor permit to be installed any Telecommunication Tower or other Towers on the roof or any other space/area/portion of the New Building.
17. **Obligations of Developer**
- 17.1 **Completion of Development within Completion Time:** The Developer shall complete the entire process of development of the Said Property within the Completion Time.
- 17.2 **Meaning of Completion:** The word 'completion' shall mean habitable state with water supply, sewage connection, electrical installation and all other facilities and amenities as be required to be provided to make the Units ready-for-use, with Occupancy Certificate/Completion Certificate from KMC and other concerned planning authorities and lift license. Reasonable variance in period of completion shall be acceptable to the Parties.
- 17.3 **Compliance with Laws:** The execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance.

- 17.4 **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New Building with the help of the Architect, professional bodies, contractors, etc.
- 17.5 **Specifications:** The Developer shall construct the New Building as per the specifications given in the 2nd Schedule below (Specifications).
- 17.6 **Commencement of Project:** The development of the Said Property shall commence as per the Specifications, Building Plans, scheme, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owner having no responsibility in respect thereof in any manner whatsoever.
- 17.7 **Construction at Developer's Cost and Responsibility and Warranty:** The Developer shall construct the New Building at its own cost and responsibility and shall be responsible for construction defects for a period of 2 (two) years from the date of completion, in accordance with the relevant acts and rules of the State. The Developer shall alone be responsible and liable to Government, Corporation and other authorities concerned and to the occupants/Transferees and shall alone be liable for any loss or for any claim arising from such construction (including labour liabilities and workmen's compensation) and shall indemnify the Owner against any claims, loss or damages for any default or failure or breach on the part of the Developer.
- 17.8 **Tax Liabilities:** All tax liabilities applicable in relation to the development, namely sales tax, value added tax, service tax, works contract tax and other dues shall be paid by the person liable to pay such tax in accordance with law.
- 17.9 **Permission for Construction:** It shall be the responsibility of the Developer to obtain all sanctions, permissions, clearances and approvals required from various Government authorities for execution of the Project, including those from the concerned authority (if any). The expenses to be incurred for obtaining all such sanctions, permissions, clearances and approvals shall be borne by the Developer.
- 17.10 **No Violation of Law:** The Developer hereby agrees and covenants with the Owner not to violate or contravene any of the provisions of law, regulation or rule applicable to construction of the New Building.
- 17.11 **No Obstruction in Dealing with Owner's Allocation:** The Developer hereby agrees and covenants with the Owner not to do any act deed or thing whereby the Owner is prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Owner's Allocation.

17.12 **No Possession to Third Party:** The Developer hereby agrees and covenants with the Owner not to part with possession of the Developer's Allocation or any part or portion thereof unless possession of the Owner's Allocation is delivered to the Owner provided however this shall not prevent the Developer from entering into any agreement for sale or transfer or to deal with the Developer's Allocation.

18. **Obligations of Owner**

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

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

18.3 **Documentation and Information:** The Owner undertakes to provide the Developer with any and all documentation and information relating to the Said Property as may be required by the Developer from time to time.

18.4 **No Obstruction in Dealing with Developer's Functions:** The Owner covenants not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.

18.5 **No Obstruction in Construction:** The Owner covenants not to cause any interference or hindrance in the construction of the New Building.

19. **Indemnity**

19.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owner saved harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the New Building and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.

19.2 **By the Owner:** The Owner hereby indemnifies and agrees to keep the Developer saved harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by Developer in the course of implementing the Project for any successful claim by any third party for any defect in title of the Said Property or any of the Representations of the Owner being incorrect.

20. Corporate Warranties

20.1 By Developer: The Developer warrants to the Owner that:

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

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

20.1.3 Permitted by Incorporation Document: the Incorporation Document permit the Developer to undertake the activities covered by this Agreement.

21. Limitation of Liability

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

22. Miscellaneous

22.1 Parties Acting under Legal Advice: Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.

22.2 Essence of Contract: In addition to time subject to fulfilment of all obligations of individual Party to this Agreement, the Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

22.3 Documentation: The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement. All documents with regard to agreement for sale, conveyance, lease etc. shall be drafted by the Developer's legal advisor, Ms. Titil Dutta, Advocate.

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

22.5 No Partnership: The Owner and the Developer have entered into this Agreement on principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

- 22.6 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 22.7 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Building by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owner. Further, various applications and other documents may be required to be made or signed by the Owner relating to which specific provisions may not have been made herein. The Owner hereby undertakes to do all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertakes to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.
- 22.8 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 22.9 **Taxation:** The Owner 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 Owner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly, the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owner's Allocation and the Owner shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 22.10 **No Demise or Assignment:** Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the Said Property or any part thereof to the Developer by the Owner or as creating any right, title or interest therein in favour of the Developer except to develop the Said Property in terms of this Agreement.
- 22.11 **Demise of Owner:** Upon the demise of the Owner herein during the tenure of this Agreement the legal heirs of the Owner shall be bound to enter into a fresh Agreement with the Developer with the same terms and condition as mentioned in this Agreement and shall also be liable to execute power of attorney in favour of the Developer for completing the construction of the New Building and sale Units thereof without any further claim or demand from the Developer. In confirmation of the such binding the legal heir/s of the Owner is signing a separate document/agreement with the Developer stating his willingness to honour the intention of the Owner.

23. Defaults

- 23.1 No Cancellation: In the event of any default on the part of one Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement and also for damages. However, the Developer shall not be liable for any delay in implementing the Project due to force majeure (explained in Clause 24 below).

24. Force Majeure

- 24.1 Circumstances Of Force Majeure: The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God (2) acts of Nature (3) acts of War (4) fire (5) insurrection (6) terrorist action (7) civil unrest (8) riots (9) strike by material suppliers, workers and employees (10) delay on account of receiving statutory permissions (11) any notice, order of injunction, litigation, attachments, etc. and (12) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively Circumstances Of Force Majeure).
- 24.2 No Default: The Parties shall not be deemed to have defaulted in the performance of their contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances of Force Majeure.

25. Entire Agreement

- 25.1 Supersession: This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied or written, but does not supersede any document signed contemporaneously.

26. Severance

- 26.1 Partial Invalidity: If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and

conditions of this Agreement are set aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

27. Amendment/Modification

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

28. Notice

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

29. Rules of Interpretation

- 29.1 Presumptions Rebutted: It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Property under this Agreement.
- 29.2 Statutes: Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.
- 29.3 Number and Gender: Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa. Words denoting any gender include the other genders.
- 29.4 Party: In this Agreement, a reference to a Party includes that Party's successors and permitted assigns.
- 29.5 Definitions: In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

- 29.6 Schedules and Plans: Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.
- 29.7 Documents: A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 29.8 Including: In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 29.9 Headings: The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

**1st Schedule
(Said Property)**

Bastu Land measuring 9.25 (nine point two five) decimal, more or less, equivalent to 5 (five) cottah 9 (nine) chittack 27 (twenty seven) square feet, together with structures thereon measuring 400 (four hundred) square feet, comprised in R.S. Dag Nos.195 and 196, recorded in R.S. Khatian Nos. 117 and 118, J.L.No.25, Mouza Nayabad, situates lying at Premises No. 1659 (formed by amalgamation of Premises No.1029 and Premises No.1659, Nayabad), Nayabad (Assessee No.31-109-08-1659-0), within the limits of Ward No.109 of Kolkata Municipal Corporation, Post Office Purba Jadavpur, Kolkata-700099, Police Station Kasba (now Purba Jadavpur), Sub-Registration District Sealdah, District South 24 Parganas and butted and bounded as follows:

On the North : By Part of R.S. Dag No.196
 On the East : By Part of R.S. Dag No.196
 On the South : By 40 feet wide Road
 On the West : By Part of R.S. Dag No.195

**2nd Schedule
(Specifications)**

Structure	:	Earthquake resistant RCC framed construction with infill brick walls.
Wall	:	Interior : Wall putty / white cement paint.
Outside Walls	:	High quality weather proof cement paint.
Doors	:	Tough timber frames & solid core flush shutter.
Windows	:	Aluminum sliding window with fully glazed shutter

Floors	:	Bedroom, Living & Dining : Vitrified floor tiles.
Kitchen	:	Ceramic tiles floor with black stone counter & sink. ii) Dado of ceramic tiles upto 2ft above the counter.
Toilet & Sanitary Fittings	:	Ceramic tile floor. Dado of ceramic tiles on the wall up to door height. White sanitary ware of a reputed make. C.P. fitting of a reputed make.
Stair Case	:	Stones/ tiles/ marble.
Lift	:	Passenger lift of reputed make.
Water supply	:	24 hrs. water supply.
Electrical	:	Piano type switches of anchor or equivalent make. Necessary electrical point with switches in all bedroom, living/dining, kitchen, and toilet. Concealed electrical wiring with PVC insulated copper wire of a reputed make.
Security Amenities	:	CCTV & Intercom.

30. Execution and Delivery

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

Rafat Jahan

[Owner]

AL-MADINA REALTY LLP

Md. Kamel Ashraf
Partner

[Developer]

Drafted by

Tilal Dutta

Advocate WB/2072/2009
High Court, Calcutta

Witnesses:

Signature Tilal Dutta

Name TILAL DUTTA

Father's Name LT. Kalyan Dutta

Address R918, 9th Floor

Olisa Offices, Kot-700001

Signature Md. Mojibur Rahman

Name MD. MOJIBUR RAHMAN

Father's Name ABDULRAZZAQ

Address 90 ELLIOT ROAD

P.S. PARK STREET

SPECIMEN FORM TEN FINGER PRINTS

















Signature of the
excise and/or
purchaser
Presentants



Muhammad
Md. Kamal Ashraf



Rafiqat Jehan

Little	Ring	Middle (Left Hand)	Fore	Thumb
Thumb	Fore	Middle (Right Hand)	Ring	Little
				
Little	Ring	Middle (Left Hand)	Fore	Thumb
				
Thumb	Fore	Middle (Right Hand)	Ring	Little
				
Little	Ring	Middle (Left Hand)	Fore	Thumb
				
Thumb	Fore	Middle (Right Hand)	Ring	Little



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

192020210194195961
Date: 07/01/2021 14:06:24
ID: IK0AXFOSG3

Payment Mode Online Payment

Bank : State Bank of India
BRN Date: 07/01/2021 14:07:35

DEPOSITOR'S DETAILS

Name : AL MADINA REALTY LLP
Contact No. :
E-mail :
Address : ROYD LANE
Applicant Name : Miss Titli Dutta
Office Name :
Office Address :
Status of Depositor : Others
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

Id No. : 2001772753/1/2020
(Query No./Query Year)

Mobile No. : +91 9674484951

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount (₹)
1	2001772753/1/2020	Property Registration- Stamp duty	0030-03-103-003-02	18600
2	2001772753/1/2020	Property Registration- Registration Fees	0030-03-104-001-15	21

In Words : Rupees Nineteen Thousand Nine Hundred Forty One only
Total 19941








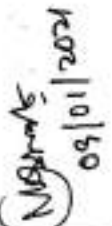


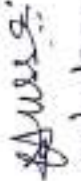
Government of West Bengal


Department of Finance (Revenue), Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - III KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19032001772753/2020

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mrs RAFAT JAHAN 110/H/7B, ELLIOT ROAD, P.O:- PARK STREET, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016	Land Lord			 9/11/2021
2	Md Kamal Ashraf 3, Royd Lane, 3rd Floor, P.O:- Park Street, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700016	Representative of Developer [AL-MADINA REALTY LLP]			 09/10/2021
Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Javed Hussain Son of Md Samsuddin 83A, Elliot Road, P.O:- Park Street, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700016	Mrs RAFAT JAHAN , Md Kamal Ashraf			 09/10/2021


(Probin Kumar Golden)
ADDITIONAL REGISTRAR
OF ASSURANCE

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

RAFAT JAHAN
MUKHTAR AHMED
13/01/1987
Permanent Account Number
AMXPJ3942R

Rafat Jahan
Signature



Rafat Jahan



ভারত সরকার
Government of India



রাফাত জাহান
Rafat Jahan
পিতা : মুকতার আহমেদ
Father : MUKHTAR AHMED
জন্ম সাল / Year of Birth : 1987
মহিলা / Female



8869 3964 5352

আধার - সাধারণ মানুষের অধিকার

Rafat Jahan

Rafat Jahan



ভারতীয় অনন্য চিহ্ন প্রাধিকরণ
Unique Identification Authority of India

ঠিকানা:
110/এইচ/7বি, এলিয়ট রোড,
পার্ক স্ট্রীট এইচ.ও. কোলকাতা,
পশ্চিমবঙ্গ, 700016

Address:
110/H/7B, ELLIOT ROAD, Park
Street H.O, Park Street, Kolkata,
West Bengal, 700016

8869 3964 5352

1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

ABTFA2828G



पति/नाम
AL-MADINA REALTY LLP

21/11/2020

विगमन / गठन की तिथि
Date of Incorporation/Formation
08/11/2020

AL-MADINA REALTY LLP

(Signature)

Md. Kamal Ashraf
Partner



(Mughals)

Nel. Kamal. Ashraf


 Md. Kamal Ashraf
 PNR : 1011 1011 1011
 Father : Md. Kamal Ashraf
 DOB : 10/11/1962
 Year of Birth : 1962
 Sex : Male

8542 4231 4855

आधार - सामान्य मानव अधिकार

(Nishant)

(Nishant)
Md. Kamal Ashraf


 आधार
 Unique Identification Authority of India
 Address: 110/111, ELLIOT ROAD, Park Street H.O., Park Street, Kolkata, West Bengal, 700016

8542 4231 4855





Dated _____ day of _____ 2021

DEVELOPMENT AGREEMENT

Premises No. 1659, Nayabad, Kolkata-700099,
Police Station Kasba (now Purba Jadavpur),
District South 24 Parganas

RAFAT JAHAN

..... Owner

AL-MADINA REALTY LLP

..... Developer

TITIL DUTTA

Advocate
Room No.918, 9th Floor
The Olisa Offices
4 Government Place (North)
Kolkata-700001
Ph. No.9674484991

Major Information of the Deed

Deed No :	I-1903-00241/2021	Date of Registration	11/01/2021
Query No / Year	1903-2001772753/2020	Office where deed is registered	
Query Date	28/12/2020 11:13:25 AM	1903-2001772753/2020	
Applicant Name, Address & Other Details	Titil Dutta Thana : Hare Street, District : Kolkata, WEST BENGAL, Mobile No. : 8583056172, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,23,66,097/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,020/- (Article:48(g))	Rs. 101/- (Article:E, E, M(a), M(b), I)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, , Premises No: 1659, , Ward No: 109 Pin Code : 700099

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	5 Katha 9 Chatak 27 Sq Ft	1/-	1,20,73,597/-	Width of Approach Road: 40 Ft.,
Grand Total :				9.24Dec	1 /-	120,73,597 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	400 Sq Ft.	1/-	2,92,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		400 sq ft	1 /-	2,92,500 /-	

Land Lord Details :

Sl No Name,Address,Photo,Finger print and Signature

1 Mrs RAFAT JAHAN

Wife of Mr Md. Kamal Ashraf 110/H/7B, ELLIOT ROAD, P.O:- PARK STREET, P.S:- Park Street, District- Kolkata, West Bengal, India, PIN - 700016 Sex: Female, By Caste: Muslim, Occupation: Business, Citizen of India, PAN No.: AMxxxxxx2R, Aadhaar No: 88xxxxxxxx5352, Status :Individual, Executed by: Self, Date of Execution: 09/01/2021
Admitted by: Self, Date of Admission: 09/01/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 09/01/2021
Admitted by: Self, Date of Admission: 09/01/2021 ,Place : Pvt. Residence

Developer Details :

Sl No Name,Address,Photo,Finger print and Signature

1 AL-MADINA REALTY LLP

3, Royd Lane, 3rd Floor, P.O:- Park Street, P.S:- Park Street, Kolkata, District-Kolkata, West Bengal, India, PIN - 700016 , PAN No.: ABxxxxxx6G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No Name,Address,Photo,Finger print and Signature

1 Mohamad Kamal Ashraf (Presentant)

Son of Md Samsuddin 3, Royd Lane, 3rd Floor, P.O:- Park Street, P.S:- Park Street, Kolkata, District- Kolkata, West Bengal, India, PIN - 700016, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of India, , PAN No.: ABxxxxxx0H, Aadhaar No: 85xxxxxxxx4855 Status : Representative, Representative of : AL-MADINA REALTY LLP (as partner)

Identifier Details :

Name Photo Finger Print Signature

Mr Javed Hussain

Son of Md Samsuddin
63A, Elliot Road, P.O:- Park Street, P.S:-
Park Street, Kolkata, District-Kolkata,
West Bengal, India, PIN - 700016

Identifier Of Mrs RAFAT JAHAN , Mohamad Kamal Ashraf

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs RAFAT JAHAN	AL-MADINA REALTY LLP-9.24 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mrs RAFAT JAHAN	AL-MADINA REALTY LLP-400.00000000 Sq Ft

On 07-01-2021

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 1,66,097/-



Probir Kumar Golder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

On 09-01-2021

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

Presented for registration at 16:20 hrs on 09-01-2021, at the Private residence by Mohamad Kamal Ashraf, ..

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

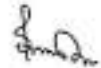
Execution is admitted on 09/01/2021 by Mrs RAFAT JAHAN , Wife of Mr Md. Kamal Ashraf , 110/H/7B, ELLIOT ROAD, P.O: PARK STREET, Thana: Park Street, , Kolkata, WEST BENGAL, India, PIN - 700016, by caste Muslim, by Profession Business

Identified by Mr Javed Hussain, , , Son of Md Samsuddin , 83A, Elliot Road, P.O: Park Street, Thana: Park Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700016, by caste Muslim, by profession Business

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

Execution is admitted on 09-01-2021 by Mohamad Kamal Ashraf , partner, AL-MADINA REALTY LLP, 3, Royd Lane, 3rd Floor, P.O:- Park Street, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700016

Identified by Mr Javed Hussain, , , Son of Md Samsuddin , 83A, Elliot Road, P.O: Park Street, Thana: Park Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700016, by caste Muslim, by profession Business



Probir Kumar Golder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

On 11-01-2021

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 : 4B (g) of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101/- (E = Rs 21/- , I = Rs 55/- , M(a) = Rs 21/- , M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 80/-, by online = Rs 21/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 07/01/2021 2:07PM with Govt. Ref. No: 192020210194195961 on 07-01-2021, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0AXFOSG3 on 07-01-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

certified that required Stamp Duty payable for this document is Rs. 20,020/- and Stamp Duty paid by Stamp Rs 100/-,
online = Rs 19,920/-
Description of Stamp
Stamp: Type: Impressed, Serial no 70901, Amount: Rs.100/-, Date of Purchase: 05/01/2021, Vendor name: Abanish
Kumar Das
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 07/01/2021 2:07PM with Govt. Ref. No: 192020210194195961 on 07-01-2021, Amount Rs: 19,920/-, Bank:
State Bank of India (SBIN0000001), Ref. No. IK0AXFOSG3 on 07-01-2021, Head of Account 0030-02-103-003-02



Probir Kumar Golder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2021, Page from 30177 to 30217
being No 190300241 for the year 2021.



Probir Kumar Golder

Digitally signed by PROBIR KUMAR
GOLDER
Date: 2021.01.21 15:41:58 +05:30
Reason: Digital Signing of Deed.

(Probir Kumar Golder) 2021/01/21 03:41:58 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
West Bengal.

(This document is digitally signed.)