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भारतीय गैर न्यायिक

## एक सौ रुपये

Rs. 100

₹. 100

ONE  
HUNDRED RUPEES



प्रायोगिक विज्ञान

भारत INDIA

# INDIA NON JUDICIAL

## পশ্চিমবঙ্গ পঞ্চম বিংশাল WEST BENGAL

AR 216447

✓ I certify that the document is submitted to registration, the signature sheet and the endorsement sheets attached with this document are the same as this document.

11-2024  
Binghamton (Sun Lake City)  
Addl. District Sub-Registrar  
S. B. S.

25 JUL 2024

## DEVELOPMENT AGREEMENT

1. Date : 25.07.2024  
2. Place : Kolkata  
3. Parties :  
3.1 ISMAIL MALLIK [PAN : AXOPM1515P], [AADHAAR

*Contd.....2*

Pinaki Chatterjee  
Advocate  
Judge's Court, Barasat

100	100
100	100
100	100
- 9 MAY 2024	
SUBHANNA RANI DUBEY LIC. NO. 123456789 C.G. 123456789 283, K. B. Roy road, Kali	

- 9 MAY 2024

- 9 MAY 2024



Addl. District Sub-Registrar  
Bidhannagar, (Salt Lake City)

25 JUL 2024

Himelend Bhattacharyya  
S/o Late Binod Bhattacharyya  
From Wagner Bazar Bari  
10ST R Crofton Park  
P. S. : Anirban  
1202 - 700134

NO. 319020289160], [D.O.B : 26.11.1985], [VOTER ID CARD NO, GGC3002409] & [MOBILE NO. 9830202285], son of Noor Mohammad Mallik, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Bishnupur, Buro Shibtala, Rajarhat Bishnupur P.O. Rajarhat Bishnupur, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal.

3.1.1 ASMA BIBI @ ASMA MALLICK [PAN : CASPB1806R], [AADHAAR NO, 404735782585], [D.O.B : 06.01.1987], [VOTER ID CARD NO, YMM0970509] & [MOBILE NO. 9733507478], wife of Ismail Mallik, daughter of Late Mantu Mallick, by faith - Muslim, by occupation - housewife, by nationality - Indian, residing at Bishnupur, Buro Shibtala, Rajarhat Bishnupur P.O. Rajarhat Bishnupur, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal.

3.1.2 AZAD MULLICK [PAN : EVSPM8419L], [AADHAAR NO. 911182257673], [D.O.B : 10.01.1982], [VOTER ID CARD NO. GGC2723518] & [MOBILE NO. 9830927593], son of Late Mantu Mallick, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at 140, Kaikhali Sardar Para, Agragami Club, Rajarhat Gopalpur (M) P.O. & P.S. Airport, Kolkata - 700052, District North 24 Parganas, West Bengal.

3.1.3 AZAN MALLICK @ MD AZAN MALLICK [PAN : CPPPM4540H], [AADHAAR NO. 501725116966], [D.O.B : 23.12.1983] [VOTER ID CARD NO, GGC3392602] & [MOBILE NO. 9163668472], son of Late Mantu Mallick, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at 140, Kaikhali Sardar Para, Agragami Club, Rajarhat Gopalpur (M) P.O. & P.S. Airport, Kolkata - 700052, District North 24 Parganas, West Bengal.

3.1.4 RAZZAK MALLICK [PAN : BHIPMS437R], [AADHAAR NO. 295572776365], [D.O.B : 10.11.1989 AS PER AADHAAR], [VOTER ID CARD NO, IHM0958991] & [MOBILE NO. 9038380591], son of Late Mantu Mallick @ Montu Mullick, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at 140, Kaikhali Sardar Para, Agragami Club, Rajarhat Gopalpur (M) P.O. & P.S. Airport, Kolkata - 700052, District North 24 Parganas, West Bengal.

Hereinafter jointly 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, administrators, executors, representatives and assigns and nominee or nominees) of the ONE PART.

AND

3.2 **3MQ REALTY LLP [PAN : AADFZ4063D], [DATE OF INCORPORATION : 18.04.2023]**, a LLP (Limited Liability Partnership), being LLP Identification Number : ACA-6423 Firm, having its office address at Astra Tower, ASO-609, South Block, 6th Floor, Action Area- IIC, New Town, P.O. Utility Building, P.S. Eco Park, Kolkata - 700135, District North 24 Parganas, West Bengal, represented by its Partners namely (1) **MINTU MONDAL [D.O.B : 24.12.1982], [PAN : BAPPM4813D] [AADHAAR NO. 373080242531] [MOBILE NO. 9836776786]**, son of Omar Ali Mondal, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Kaikhali Sardarpara, Near Agrami Club, Rajarhat Gopalpur (M) P.O. & P.S. Airport, Kolkata - 700052, District North 24 Parganas, West Bengal, (2) **SHARFARAJ ALI MONDAL [D.O.B : 10.05.1986], [PAN : ARIPM5439Q] [AADHAAR NO. 966013043586] [MOBILE NO. 8017821883]**, son of Momraj Ali Mondal, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Patuli, Madhayamgram, Barasat, Madhyamgram (m), Abdalpur, P.O. Abdalpur & P.S. Madhyam gram, Kolkata - 700155, 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 **Schedule/Project Property :** ALL THAT piece and parcel of Bastu land measuring 4 (Four) Cottah 2 (Two) Chittack 9 (Nine) Sq.ft. be the same a little more or less, including Cement Flooring, Residential Tiles Shed Structure, measuring 100 Square Feet, more or less, lying and situated at **Mouza - Kaikhali**, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Pargana - Kalikata, P.S. Airport, comprised in **R.S./L.R. Dag No. 592**, under R.S. Khatian No. 241, **L.R. Khatian Nos. 2776, 2608, 2635, 2633, 2632 & 2634**, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of

formerly Rajarhat Gopalpur Municipality, having Holding No.10/274, in Ward No. 10, presently under local limit of Bidhannagar Municipal Corporation, having Holding No. 10/274, in Ward No. 6, (having holding address : 10, Block-KC, 274, Kaikhali), having Assessee No. 20033156869, [Kaikhali Sardar Para, P.O. Airport, Kolkata - 700052], in the District North 24 Parganas, morefully described in the First Schedule hereinafter written [Hereinafter called and referred to as the "**SAID PROPERTY/SAID PREMISES**"].

5. **BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS**  
 :-

5.1 **Representations and Warranties Regarding Title** : The Landowners have made the following representation to the Developer regarding title.

5.1.1 **CHAIN AND TITLE REGARDING ABSOLUTE JOINT OWNERSHIP OF (1) ISMAIL MALLIK, (2) ASMA BIBI @ ASMA MALICK, (3) AZAD MULLICK, (4) AZAN MALICK & (5) RAZZAK MALICK, LANDOWNERS HEREIN, IN RESPECT OF THE FIRST SCHEDULE PROPERTY, AS IS FOLLOWS :**

5.1.1.1 **Absolute Recorded Ownership of Vudi Bibi** : As per R.S. Settlement, one Vudi Bibi was the absolute recorded owner of ALL THAT piece and parcel of Bastu land measuring 7 (Seven) Decimals more or less out of the total land in dag measuring 51 (Fifty One) Decimals more or less, comprised in R.S. Dag No. 592, under R.S. Khatian No. 241, lying and situate at Mouza - Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas.

5.1.1.2 **Demise of Vudi Bibi** : The said Vudi Bibi died intestate, leaving behind her only son namely Mantu Mallick @ Montu Mullick & five daughters namely (1) Rehana Bibi, (2) Aliya Bibi @ Gita Sarkar, (3) Rabian Bibi, (4) Tairan Bibi & (5) Sufian Bibi @ Safiyan Sekh, as her legal heirs and successors in interest in respect of the aforesaid property, left by the said Vudi Bibi, since deceased, in accordance with Muslim Law of Inheritance, i.e. Farayez.

5.1.1.3 **Absolute Joint Ownership of the said (1) Mantu Mallick @ Montu Mullick (2) Rehana Bibi, (3) Aliya Bibi @ Gita Sarkar, (4) Rabian Bibi, (5) Tairan Bibi & (6) Sufian Bibi @ Safiyan Sekh** : Thus after demise of the said Vudi Bibi, the said (1) Mantu Mallick @ Montu Mullick (2) Rehana Bibi, (3) Aliya Bibi @ Gita Sarkar, (4) Rabian Bibi, (5) Tairan Bibi & (6) Sufian Bibi @ Safiyan Sekh, became the absolute joint owners of aforesaid land measuring

7 (Seven) Decimals more or less, comprised in R.S. Dag No.592, under R.S. Khatian No. 241, lying and situate at Mouza - Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas.

**5.1.1.4 L.R. Records :** In L.R. Settlement, the names of the said (1) Mantu Mallick @ Montu Mullick (2) Rehana Bibi, (3) Aliya Bibi @ Gita Sarkar, (4) Rabian Bibi, (5) Tairan Bibi & (6) Sufian Bibi @ Safiyan Sekh have been recorded in following manners :

Name of Owner	R.S./L.R. Dag No.	L.R. Khatian No.	Total Land in Dag [in Decimal]	Share out of	Actual Ownership
				1.0000 share [in Decimal]	as per share [in Decimal]
Mantu Mallick @ Montu Mullick	592	1389	51	0.0412	2.1012
Rabian Bibi	592	1612	51	0.0206	1.0506
Aliya Bibi @ Gita Sarkar	592	1615	51	0.0206	1.0506
Rehana Bibi	592	1616	51	0.0104	0.5304
Sufian Bibi @ Safiyan Sekh	592	1614	51	0.0206	1.0506
Tairan Bibi	592	1613	51	0.0207	<u>1.0557</u> <u>6.8391</u>

In total land measuring 6.8391 (Six Point Eight Three Nine One) Decimals say **6.84 (Six Point Eight Four) Decimals more or less more** equivalent to **4 (Four) Cottah 2 (Two) Chittack 9 (Nine) Sq.ft. be the same a little more or less** instead of land measuring 7 (Seven) Decimals, comprised in R.S./L.R. Dag No. 592, in R.S Khatian No. 241, corresponding to L.R. Khatian Nos. 1389, 1612, 1613, 1614, 1615 & 1616, lying and situate at Mouza - Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas.

**5.1.1.5 Demise of Rabian Bibi :** The said Rabian Bibi, daughter of Late Vudi Bibi, died intestate on 03.03.2014, leaving behind her only son namely Sk. Rafiq Mullick @ Sk. Rofik and only daughter namely Noor Banu Bibi, as her legal

heirs and successors in interest in respect of her aforementioned property, left by the said Rabian Bibi, since deceased, in accordance with Muslim Law of Inheritance, i.e. Farayez.

5.1.1.6 **Demise of Mantu Mallick @ Montu Mullick :** The said Mantu Mallick @ Montu Mullick, son of Late Vudi Bibi, died intestate on 12.08.2014, leaving behind his wife namely Sakina bibi, three sons namely (1) Azad Mullick, (2) Azan Mallick & (3) Razzak Mallick and only daughter namely Asma Bibi @ Asma Mallick, as his heirs and successors in interest and in respect of his aforesaid property left by the said Mantu Mallick @ Montu Mullick, since deceased, in accordance with the Muslim Law of Inheritance i.e. Farayez.

5.1.1.7 **Joint sale by the said (1) Rehana Bibi, (2) Aliya Bibi @ Gita Sarkar, (3) Sk. Rafiq Mullick @ Sk. Rofik & (3a) Noor Banu Bibi, to one (1) Naveen Kumar Agarwal & (2) Rashmi Agarwal, under Deed No. 00554 for the year 2015 :** The said (1) Rehana Bibi, (2) Aliya Bibi @ Gita Sarkar, (3) Sk. Rafiq Mullick @ Sk Rofik & (3a) Noor Banu Bibi jointly sold, transferred all their entire recorded land as per L.R. Record of Right i.e ALL THAT piece and parcel of a plot of land measuring 2.6316 decimals, in physical measurement the land area is 2.63 (Two Point Six Three) Decimals equivalent to 1 (One) Cottah 9 (Nine) Chittack 21 (Twenty One) Sq.ft. more or less, comprised in R.S. Dag No.592, under R.S. Khatian No. 241, L.R. Khatian Nos. 1616, 1615 & 1612, lying and situate at Mouza - Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas, to one (1) Naveen Kumar Agarwal, son of Radheshyam Agarwal & (2) Rashmi Agarwal, wife of Naveen Kumar Agarwal, by strength of Registered Deed of Conveyance, which was registered on 04.03.2015, registered in the office of the A.D.S.R Bidhannagar, Salt Lake City and recorded in Book No. 1, CD Volume No.1, Pages 13224 to 13251, being Deed No.00554 for the year 2015.

5.1.1.8 **Absolute Joint Ownership of the said (1) Naveen Kumar Agarwal & (2) Rashmi Agarwal under Deed No.00554 for the year 2015 & L.R. Records :** Thus according to above mentioned Registered Deed of Conveyance, bearing Deed No.00554 for the year 2015, the said (1) Naveen Kumar Agarwal & (2) Rashmi Agarwal, became the absolute joint owners of aforesaid property i.e. ALL THAT piece and parcel of a plot of Bastu land measuring 2.63 (Two Point Six Three) Decimals equivalent to 1 (One) Cottah 9 (Nine) Chittack 21 (Twenty One) Sq.ft. more or less, comprised in R.S. Dag No.592, under

R.S. Khatian No. 241, L.R. Khatian Nos. 1616, 1615 & 1612, lying and situate at Mouza - Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas.

While in absolute joint possession and absolute joint ownership, the said Naveen Kumar Agarwal, duly recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 2093, and the said Rashmi Agarwal, duly recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 2094.

**5.1.1.9 Joint Gift by the said (1) Tairan Bibi & (2) Sufian Bibi to the said (1) Sakina Bibi, (2) Azad Mullick, (3) Azan Mallick, (4) Razzak Mallick & (5) Asma Mallick @ Asma Bibi :** The said (1) Tairan Bibi & (2) Sufian Bibi, both daughters of Late Vudi Bibi & Late Akbar Mallick, jointly gifted and transferred all their recorded land as per L.R. Record of Rights i.e ALL THAT piece and parcel of a plot of Bastu land measuring 2.1063 decimals equivalent to 1 (One) Cottah 4 (Four) Chittack 16 (Sixteen) Sq.ft. more or less, comprised in R.S. Dag No. 592, under R.S. Khatian No. 241, L.R. Khatian Nos. 1613 & 1614, lying and situate at Mouza - Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas, to the said (1) Sakina Bibi, wife of Late Mantu Mallick @ Montu Mullick, (2) Azad Mullick, (3) Azan Mallick, (4) Razzak Mallick, all sons of Late Mantu Mallick @ Montu Mullick & (5) Asma Mallick @ Asma Bibi, daughter of Late Mantu Mallick @ Montu Mullick, by strength of Registered Deed of Gift, which was registered on 19.08.2015, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City and recorded in Book No. I, Volume No. 1504-2015, Pages 17299 to 17320, being Deed No. 150401716 for the year 2015, and each having possessed undivided 1/5th share in the said gifted property.

**5.1.1.10 Joint sale by the said (1) Naveen Kumar Agarwal & (2) Rashmi Agarwal to one Ismail Mallik, under Deed No. 150400666 for the year 2017 :** The said (1) Naveen Kumar Agarwal & (2) Rashmi Agarwal sold, transferred all their purchased land, purchased under Deed No. 00554 for the year 2015 [as described above], i.e. ALL THAT piece and parcel of a plot of land measuring 2.63 (Two Point Six Three) Decimals equivalent to 1 (One) Cottah 9 (Nine) Chittack 21 (Twenty One) Sq.ft. more or less, comprised in R.S. Dag No. 592, under R.S. Khatian No. 241, L.R. Khatian Nos. 2093 & 2094, lying and situate at Mouza - Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas, to one Ismail Mallik, son of Noor Muhammad Mallik, by strength of Registered

Deed of Conveyance, which was registered on 20.06.2017, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City and recorded in Book No. I, Volume No. 1504-2017, Pages 24500 to 24521, being Deed No.150400666 for the year 2017.

Thus on the basis of the afore mentioned Registered Deed of Conveyance, bearing Deed No. 150400666 for the year 2017, the said Ismail Mallik became the absolute owner of aforesaid property i.e ALL THAT piece and parcel of a plot of land measuring **2.63 (Two Point Six Three) Decimals equivalent to 1 (One) Cottah 9 (Nine) Chittack 21 (Twenty One) Sq.ft. more or less**, comprised in R.S. Dag No.592, under R.S. Khatian No. 241, L.R. Khatian Nos. 2093 & 2094, lying and situate at Mouza - Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas.

While in absolute possession and absolute ownership over the aforesaid property, the said Ismail Mallik duly recorded his name in L.R. Settlement, in **L.R. Khatian No. 2776**, in R.S./L.R. Dag No. 592.

**5.1.1.11 Gift by the said Ismail Mallik to his wife, the said Asma Bibi @ Asma Mallick, under Deed No. 150401591 for the year 2019 and remaining ownership of Ismail Mallik :** The said Ismail Mallik gifted & transferred a part of the land measuring **1 (One) Cottah 4 (Four) Chittack 41.5 (Forty Point Five) Sq.ft. more or less** out of his afore said total plot of land measuring 1 (One) Cottah 9 (Nine) Chittack 21 (Twenty One) Sq.ft. more or less, comprised in R.S./L.R Dag No. 592, under R.S. Khatian No. 241, **L.R. Khatian No. 2776**, lying and situate at Mouza - Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas, to his wife, the said Asma Bibi @ Asma Mallick, by strength of Registered Deed of Gift, which was registered on 08.07.2019, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City and recorded in Book No. I, Volume No. 1504-2019, Pages 65666 to 65685, being Deed No.150401591 for the year 2019.

After gifting under the aforementioned Deed, the said Ismail Mallik became the owner of the rest of the land, measuring **0 (Zero) Cottah 4 (Four) Chittack 24.5 (Twenty Four Point Five) Sq.ft. more or less** in R.S./L.R. Dag No.592, under R.S. Khatian No. 241, **L.R. Khatian No. 2776**, lying and situate at Mouza - Kaikhali.

**5.1.1.12 Gift by the said Asma Bibi @ Asma Mallick to her brothers, the said (1) Azad Mullick, (2) Azan Mallick & (3) Razzak Mallick, under Deed No. 150401592 for the year 2019 :** The said Asma Bibi @ Asma Mallick, wife of Ismail Mallik gifted and transferred her aforesaid land, received from her husband, the said Ismail Mallik, under Registered Deed of Gift, bearing Deed No. 150401591/2019, i.e. ALL THAT piece and parcel of land 1 (One) Cottah 4 (Four) Chittack 41.5 (Forty Point Five) Sq.ft more or less comprised in R.S./L.R. Dag No.592, under R.S. Khatian No. 241, L.R. Khatian No. 2776, lying and situate at Mouza - Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas, to her brothers, the said (1) Azad Mullick, (2) Azan Mallick & (3) Razzak Mallick, by strength of Registered Deed of Gift, which was registered on 08.07.2019, registered in the office of the A.D.S.R Bidhannagar, Salt Lake City and recorded in Book No. I, Volume No. 1504-2019, Pages 65686 to 65711, being Deed No.150401592 for the year 2019.

**5.1.1.13 Gift by the said Sakina Bibi to her said sons (1) Azad Mullick, (2) Azan Mallick & (3) Razzak Mallick, under Deed No. 150400963 for the year 2020 :** The said Sakina Bibi, wife of Late Mantu Mallick @ Montu Mullick gifted, transferred her entire land received by way of inheritance from her deceased husband, Mantu Mallick @ Montu Mullick and received by way of gift from her sisters in-laws, (1) Tairan Bibi & (2) Sufian Bibi @ Safiyan Sekh, under Deed No.150401716 for the year 2015 as referred above, i.e. her total land measuring 0 (Zero) Cottah 6 (Six) Chittack 27 (Twenty Seven) Sq.ft. more or less, comprised in R.S./L.R. Dag No. 592, under R.S. Khatian No. 241, L.R. Khatian Nos. 2604 & 2636 (Khatian in the name of Sakina Bibi), lying and situate at Mouza - Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas, to her said sons, namely (1) Azad Mullick, (2) Azan Mallick & (3) Razzak Mallick, by strength of Registered Deed of Gift, which was registered on 26.06.2020, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City and recorded in Book No. I, Volume No. 1504-2020, Pages 46483 to 46507, being Deed No.150400963 for the year 2020.

**5.1.1.14 L.R. Records & Municipal Records :** It is to be further mentioned here that, the said (1) Ismail Mallik, (2) Asma Bibi @ Asma Mallick, (3) Azad Mullick, (4) Azan Mallick & (5) Razzak Mallick, landowners herein duly recorded their names in Record of Rights in L.R. Settlement, under L.R. Khatian Nos. mentioned below :

<u>Name</u>	<u>L.R. Khatain No.</u>
Ismail Mallik	2776
Asma Bibi @ Asma Mallick	2635 & 2608
Azad Mullick	2633
Azan Mallick	2632
Razzak Mallick	2634

It is also to be noted here that the successors of the deceased Mantu Mallick @ Montu Mullick, duly recorded and mutated their names in name of said Mantu Mallick @ Montu Mullick, in the record of the concerned Rajarhat Gopalpur Municipality, having Holding No.10/274, in Ward No. 10, and also in the record of the concerned Bidhannagar Municipal Corporation (formerly Rajarhat Gopalpur Municipality) Having Holding No. 10/274, in Ward No. 6, (having holding address : 10, Block-KC, 274, Kaikhali), having Assessee No. 20033156869, Kolkata - 700052.

**5.1.1.15 Brief of Present Ownership :** On the basis of the aforementioned facts and on the aforementioned Deeds, the details of the present individual & joint ownership of the owners namely (1) Ismail Mallik, (2) Asma Bibi @ Asma Mallick, (3) Azad Mullick, (4) Azan Mallick & (5) Razzak Mallick, landowners herein as under :

<u>Name of the owner</u>	<u>R.S./L.R.</u>	<u>L.R. Khatian</u>	<u>Source of Ownership</u>	<u>Ownership</u>
	Dag. No.	No.	As per Clause No.	K : CH : Sft
Ismail Mallik	592	2776	5.1.1.10	00 - 04 - 24.50
Asma Bibi @ Asma Mallick	592	2608, 2635	5.1.1.6, 5.1.1.9	00 - 06 - 27.61
Azad Mallik	592	2633	5.1.1.6, 5.1.1.9, 5.1.1.12, 5.1.1.13	01 - 02 - 15.63
Azan Mallik	592	2632	5.1.1.6, 5.1.1.9, 5.1.1.12, 5.1.1.13	01 - 02 - 15.63
Razzak Mallik	592	2634	5.1.1.6, 5.1.1.9, 5.1.1.12, 5.1.1.13	01 : 02 : 15.63 01 : 02 : 09.00

Thus the said (1) Ismail Mallik, (2) Asma Bibi @ Asma Mallick, (3) Azad Mullick, (4) Azan Mallick & (5) Razzak Mallick, landowners herein, are the

absolute joint owners of ALL THAT piece and parcel of Bastu land measuring **4 (Four) Cottah 2 (Two) Chittack 9 (Nine) Sq.ft. be the same a little more or less, including Cement Flooring, Residential Tiles Shed Structure, measuring 100 Square Feet, more or less**, lying and situated at **Mouza - Kaikhali**, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Pargana - Kalikata, P.S. Airport, comprised in **R.S./L.R. Dag No. 592**, under R.S. Khatian No. 241, **L.R. Khatian Nos. 2776, 2608, 2635, 2633, 2632 & 2634**, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No.10/274, in Ward No. 10, presently under local limit of Bidhannagar Municipal Corporation, having Holding No. 10/274, in Ward No. 6, (having holding address : 10, Block-KC, 274, Kaikhali), having Assessee No. 20033156869, [Kaikhali Sardar Para, P.O. Airport, Kolkata - 700052], in the District North 24 Parganas, which is morefully described in the First Schedule hereunder written.

#### **6. DESIRE OF DEVELOPMENT & DEVELOPMENT POWER OF ATTORNEY :**

**6.1 Desire of Development :** The said (1) Ismail Mallik, (2) Asma Bibi @ Asma Mallick, (3) Azad Mullick, (4) Azan Mallick & (5) Razzak Mallick, Landowners herein, express their desire to develop their aforesaid total plot of land as referred in Clause No. 5.1.1.15, land measuring **4 (Four) Cottah 2 (Two) Chittack 9 (Nine) Sq.ft. be the same a little more or less**, lying and situated at **Mouza -Kaikhali**, comprised in **R.S./L.R. Dag No. 592**, under L.R. Khatian Nos. **2726, 2608, 2635, 2633, 2632 & 2634**, morefully described in the First Schedule hereunder written, by constructing a multi storied building thereon, and the present Developer, have accepted the said proposal and the Landowners, have decided to enter into this present Development Agreement with the Developer herein for the land mentioned above and explicitly described in the First Schedule hereunder written.

**6.1.1 Registered Development Power of Attorney :** For the smooth running of the said project, the said (1) Ismail Mallik, (2) Asma Bibi @ Asma Mallick, (3) Azad Mullick, (4) Azan Mallick & (5) Razzak Mallick, Landowners, agree to execute a **Registered Development Power of Attorney After Registered Development Agreement**, by which the **Landowners** herein shall appoint and nominate the **Developer** herein, as their constituted attorney, to act on behalf of the **Landowners**.

7. **DEFINITION :**

7.1 **Building :** Shall mean the said multi storied building so to be constructed and so to be finished on the schedule property in accordance with the sanctioned building plan so to be sanctioned by the concerned authority.

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, path way, roof, generator installation area, common bathroom at the ground floor, security room at the back side 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/shop/garage for independent use and occupation in respect of Landowners' Allocation & unit/flat/garage for independent use and occupation in respect of Developer's Allocation as mentioned in this Agreement.

7.1.3 **Landowners' Allocation :** Shall mean the (area of the proposed multi storied building alongwith the proportionate share of common facilities, common parts and common amenities of the building) 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 alongwith 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 said sanctioned building plan or revised sanctioned plan for the entire construction of the multi-storied-building, which will be sanctioned by the competent authority for entire 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 unit has been built. As per RERA, the built-up area includes the carpet area plus the extra area certified by the authorities, such as the area includes the carpet area plus the extra area, etc. Built - up area calculation : Carpet area + wall area + excluding balcony and corridor= Built-up area.

7.1.9 **Total Covered Area** : Here total covered area means, built up/lockable area of the unit plus proportionate area of common spaces like stairs, lift & lobby areas of that particular floor. Covered area means the total built area on all floor. However, it is to be remembered that the covered area does not include open spaces like terraces, balconies, open lawns, courtyards and more. It is the actual area the roof + wall, pillars and balconies.

7.1.10 **Super Built Up Area (For any Individual Unit)** : Here super built up area means the sealable area or built -up area, is the sum of the carpet area along with a proportionate share of the common areas. Common areas include corridors, lobbies, staircases, lift, amenities, and other shared facilities in a building or housing complex.

#### **8. LANDOWNERS' RIGHT & REPRESENTATION :**

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

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.

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 only from Developer's 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 multi storied building upon the schedule property.

9.1.2 **Construction Cost :** The Developer shall carry total construction work of the present multi storied building at their (Developer's) own costs and expenses. No liability on account of construction cost will be charged from Landowners' AND Landowners' Allocation of 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 Holder. All the sales consideration of Developer's Allocation either partly or wholely 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/building, the Developer will handover undisputed possession right to the landowners according to the Landowners' Allocation along 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 and right, title 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. **NEW BUILDING :**

12.1 **Completion of Project** : The Developer will construct the entire building and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer at their own costs from time to time.

12.1.1 **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 (Transformer if necessary) from the QESC Ltd./W.B.S.E.D.C.L 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 units therein on ownership basis and as mutually agreed upon.

12.1.2 **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 alone and the landowners will not pay any types of expenses, never bear any risk, liabilities and responsibility in this context.

12.1.3 **Municipal/Corporation Taxes & Other Taxes of the Property :** The Developer shall pay and clear up all the arrears on account of Municipal/Corporation taxes and outgoing of the said property. From the date of completion and allocation of the floor area between the Landowners and the Developer the Municipal 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.

12.1.4 **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.

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

13.1 **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 with completion certificate (C.C. from the competent authority by Developers' own cost and liability only) and certificate of the Architect/L.B.S of the Municipal/Corporation Authority being provided to that effect.

13.1.1 **Payment of Municipal/Corporation Taxes :** Within 30 days from the receive possession right of Landowners' Allocation and at all times there after the Landowners shall be exclusively responsible for payment of all Municipal/Corporation 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 since the date of delivery of possession of Owners' Allocation. From the date of demarcation and possession of allocation of the floor area between the Landowners and the Developer, the Developer will pay Municipal Tax, GST and/or any other taxes as levied by the State Government/Central Government and/or any other statutory authority/authorities on Developer's Allocation only AND on the contrary, the Landowners will pay Municipal Tax, GST (if necessary) and/or any other taxes as levied by the State Government/Central Government and/or any other statutory authority/authorities on Owner's Allocated Portion or Owners' Allocation only.

13.1.2 **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 generator, lift maintenance, mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.

14. **COMMON RESTRICTION :**

14.1 **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 :-

14.1.1 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.

14.1.2 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.

14.1.3 Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless such party shall have observed and performed all the terms and conditions on their respective part to be observed and/or performed and 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.

14.1.4 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.

14.1.5 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.

14.1.6 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.

14.1.7 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.

14.1.8 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 the 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.

15. **LANDOWNERS' OBLIGATION :**15.1 **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 before giving allotment to the Landowners.
- (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.

16. **DEVELOPER'S OBLIGATIONS :**

16.1 **Time Schedule of Handing Over Landowners' Allocation :** The Developer hereby agree and covenant with the Landowners to handover Landowners' Allocation (morefully described in the Second Schedule hereunder written) within 22 (Twenty Two) months from the date of sanctioning the building plan from the concerned authority. The Developer is also empowered by the Landowners a grace period of 6 (Six) months more to deliver the Landowner's Allocation with all right.

16.1.1 **Penalty :** If the Landowner's Allocation will not be delivered within the stated period, the Developer shall be liable to pay Rs.50,000/- (Rupees Fifty Thousand only) per month to the Landowners as demurrage and compensation.

16.1.2 **No Violation :** The Developer hereby agree and covenant 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 Landowner's Allocation in the building at the said premises vice versa.

- (iii) not to let out, grant, lease, mortgage, financial liability, loan liability, and/or charge the schedule property without the consent in writing of the Developer during the period of construction before giving allotment to the Landowners.

16.1.3 The developer will bear the cost of the obtaining Occupancy/Completion Certificate of the building from the concerned authroity and a copy of which will be provided to the owner as and when the developer will receive the same from the concerned authority.

16.1.4 It seems about the documents that a developer must deliver to the land owners' during the construction process. Here's a comprehensive list of documents that are typically required.

- (i) Plan sanctions & structure plan : This is a detailed plan of the construction project, including the layout of the buildings, roads, and utilities.
- (ii) Soil Test Report : A report on the soil conditions at the construction site, which helps to determine the foundation design and construction methods.
- (iii) Piling Reports (if any) : If the project requires piling (deep foundation) work, a separate report detailing the design and installation of the piling system.
- (iv) AUTO CAD Software (Soft copy) : A digital copy of the architectural and engineering plans, inculding details on building design, layout, and specifications.
- (v) Other necessary documents : Site development plan, Building elevations and cross-sections, Floor plans, Electrical, plumbing, mechanical (EMP) drawings, Structural engineering drawings, Landscaping, irrigation plans, Stormwater management plan, Environmental impact assessment (if applicable) & Noise pollutioncontrol measures (if applicable). These documents are typically delivered to the land owner at pre stages of the construction.

17. **LANDOWNER'S INDEMNITY :**

17.1 **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.

18. **DEVELOPER'S INDEMNITY :**

The Developer hereby undertake 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.
- (iii) The Developer will provide temporary accommodation (in this case, 3 flats out of which one 2BHK and two 1BHK) to the landowners (Landowners No.3, 4 & 5) for the limited period during the construction of the new building on their scheduled land. The land owners will be responsible for bearing all costs and expenses related to this arrangement, excluding utility and maintenance, until they take possession of their new property. The developer will pay all the rent on behalf of the land owners till possession of their (landowners) new property.

19. **MISCELLANEOUS :**

19.1 **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 Landowners and the Developer in any manner nor shall the parties hereto be constituted as association of persons.

That the agreement is a contract between the Landowner and the Developer and it is not a partnership.

That nothing herein contained shall be construed as a demise or an assignment or conveyance or as creating any right title or interest in respect of the said premises in favour of the developer other than an exclusive right to the developer to do or refrain from doing the acts and things in terms hereof and to deal with the Developer's Allocation as the Developer shall think fit and proper for the benefit of their firm and also for these project. No assignment will be done by the developer relating to the property

**19.1.1 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 application and other documents may be required to be signed or made by the Landowners or developer related to which specific provisions may not have been mentioned herein. The Landowners and the developer all are hereby undertake to do all such legal acts, deeds, matters and things as and when required and the Landowners and developer all shall execute any such additional power of attorney, Supplementary agreement and/or authorisation as may be required by the Developer for any such purposes and the all the parties 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.

**19.1.2 Not Responsible :** The Landowners shall not be liable for any income tax, wealth tax or any other taxes, liabilities 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. It is to be noted here that any litigation, legal suit & civil dispute will be arised regarding the title of the property, the said matter, cost and consequences will be entirely entertained & borne by the Landowners only.

**19.1.3 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, speed

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/speed post with due acknowledgment to the registered office or the aforesaid address of the Developer.

19.1.4 **Formation of Association :** After the completion of the said building and receiving peaceful possession of the allocation, the Landowners and all intending purchasers and their intending induct persons, tenants, licensee all will be 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 or 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 of Society/AOP.

19.1.5 **Name of the Building :** The name of the building shall be given by the developer in due course.

19.1.6 **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 /land /property/ allocations will never be responsible and /or never be made liable for payment of any due to such bank or banks by the land owners'. All liability belong to the Developer and their intending allocation holders only and the developer shall keep the Landowners indemnify against all actions, suits, proceedings and costs, charges and expenses in respect thereof. .

19.1.7 **Documentation :** The Landowners delivered all fresh photo copies/Xerox copies of the original title deeds and other evidences 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. Be noted after formation of the Society/AOP then the Landowners will bound to deliver all the original title deeds and others evidences relating to the said premises to be produced original documents to of Society/AOP.

20. **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 majeures 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, announcement of Lock Down by the government, strike and/or any other act of commission beyond the reasonable control of the parties hereto.

21. **JURISDICTION :**

In connection with the disputes, if any, the District Judge, North 24 Parganas District shall have jurisdiction to entertain and try all actions and proceedings.

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

**ALL THAT** piece and parcel of Bastu land measuring :

<u>R.S./L.R.</u>	<u>L.R. Khatian</u>	<u>Khatian in the</u> <u>name of</u>	<u>Nature of</u> <u>Land</u>	<u>Total Land Area</u> <u>[K - Ch - Sq.ft.]</u>
592	2776	Ismail Mallik	Bastu	00 - 04 - 24.50
592	2608	Asma Mallick @ Asma Bibi	Bastu	00 - 04 - 03.20
592	2635	Asma Bibi @ Asma Mallick	Bastu	00 - 02 - 24.41
592	2633	Azad Mallick	Bastu	01 - 02 - 15.63
592	2632	Azan Mallick	Bastu	01 - 02 - 15.63
592	2634	Razzak Mallick	Bastu	01 - 02 - 15.63
				<u>04 - 02 - 09.00</u>

In total a demarcated plot of Bastu land measuring 4 (Four) Cottah 2 (Two) Chittack 9 (Nine) Sq.ft. be the same a little more or less, including Cement Flooring, Residential Tiles Shed Structure, measuring 100 Square Feet, more or less, lying and situated at Mouza - Kalikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Pargana - Kalikata, P.S. Airport, comprised in R.S./L.R. Dag No. 592, under R.S. Khatian No. 241, L.R. Khatian Nos. 2776, 2608, 2635, 2633, 2632 & 2634, A.D.S.R.O. Bidhannagar, Salt

Lake City, within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No.10/274, in Ward No. 10, presently under local limit of Bidhannagar Municipal Corporation, having Holding No. 10/274, in Ward No. 6, (having holding address : 10, Block-KC, 274, Kaikhali), having Assessee No. 20033156869, [Kaikhali Sardar Para, P.O. Airport, Kolkata - 700052], in the District North 24 Parganas, in the State of West Bengal. The said total plot of land is butted and bounded as follows :-

ON THE NORTH : R.S./L.R. Dag No. 592(P).  
 ON THE SOUTH : R.S./L.R. Dag No. 592(P).  
 ON THE EAST : 32'ft. Wide Road [Kaikhali Sardar Para].  
 ON THE WEST : R.S./L.R. Dag No. 591(P).

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**LANDOWNERS' ALLOCATION** : The Landowners hereto in consideration of allowing the Developer to develop the said premises/building as stated in the First Schedule herein above by raising the entire construction of a 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 50% (Fifty Percent) of whole constructed area of the proposed building in form of self contained residential flats/shops/car parking spaces, along with undivided proportionate share of land, common areas, common amenities and common facilities of the building so to be constructed by this developer on the schedule land mentioned in the First Schedule hereinabove written. The Landowners' Allocation will be calculated on the basis of land share holded by the landowners in the schedule property.

The said 50% (Fifty Percent) of the the total constructed (G+4) area of Owners' Allocation will be allotted in following manners (subject to permission from the concerned authority) :

Ground Floor	-	50% (Fifty Percent) Front Side for Shops and garage (if any) at the back side of the building
First Floor	-	100% (One Hundred Percent) for flats with slab size white marble floor.
Second Floor	-	100% (One Hundred Percent).
Third Floor	-	0% (Zero Percent).
Fourth Floor	-	0% (Zero Percent).

It is to be mentioned here that the area of Ground Floor will be given in form of three complete medium sized marble flooring Shops at the front face of the main road side of the building and one shop will be at the back side of the building.

[Subject to entire construction of the building has to be sanctioned by competent authority]

Be noted, if above G+4 building be constructed by the own cost of Developer on the schedule land then area of landowners' allocation will be allotted 50% (Fifty Percent) of the total constructed area in additionally.

Later on, after preparation of the Floor Plan, the flats/shops/garages 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 flats/shops/garages within the purview of the Landowners' Allocation.

2. The landowners also get (at time of execution of this development agreement) a sum of Rs.10,00,000/- (Rupees Ten Lakhs) only as interest free refundable Security Deposit as follows :

Ismail Mallik	:	Rs.1,00,000/-
Asma Mallick @ Asma Bibi	:	Rs.1,00,000/-
Azad Mullick	:	Rs.2,00,000/-
Azan Mallick	:	Rs.2,00,000/-
Razzak Mallick	:	Rs.4,00,000/-

It is settled that the aforesaid interest free refundable security deposit amounted to Rs.10,00,000/- (Rupees Ten Lakhs) only will be refunded by the Landowners to the Developer herein on or before receiving possession of their Landowners' Allocation as described above.

3. It is also settled that except the Landowners' Allocation as described above, the other areas of the proposed building will exclusively be treated as Developer's Allocation.

4. The flats/units will be in habitable condition with proportionate share of the land, including the common facilities, common parts and common amenities of the building and the said property absolutely shall be the property of the landowners.

5. The Landowners herein hereby give permission to amalgamate the land with their neighbour's plot of land. The area of Landowners' Allocation receivable by the Landowners as described above will be calculated on the basis of the proportionate holding held by the Landowners on the schedule land.
6. The Developer will provide temporary accomodation (in this case, 3 flats out of which one 2BHK and two 1BHK) to the landowners (Landowners No.3, 4 & 5) for the limited period during the construction of the new building on their scheduled land. The land owners will be responsible for bearing all costs and expenses related to this arrangement, excluding utility and maintenace, until they take possession of their new property. The developer will pay all the rent on behalf of the land owners till possession of their (landowners) new property.

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

**DEVELOPER'S ALLOCATION** : Shall mean all the remaining 50% (Fifty Percent) of the entire building (excluding Land Owners' Allocation) including the common facilities common parts and common amenities of the buildings.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**[Specifications]**

**BUILDING :**

Foundation with recommended number of concrete Piles and capping, building to be designed with RCC frame structure, tests or individual column foundation as per structural design approved by (Structural Engineer) by the competent authority and the construction will be earthquake resistance. It will include Primer walls, Gates, Parking floors, facility area also.

**WALLS :**

Brick masonry for the outer wall will be 8 inch thick, partition wall will be 5 inch thick with a minimum height as per sanctioned plan. All walls will be of cement plaster by MCC/FCS/Sand with damp proofing treatment.

**BUILDING MATERIALS DETAILS :** CEMENT : Ultratech / Ambuja / Lafarge / Ramco / Konark / Nuvoco.

STEEL : ISI marked SRMB 550 / CAPTAIN / GAGAN / RESHMI / HEXA TMT bars.

BRICK : Best Traditional no 1 & 2 Brick.

Aluminum anodized sliding standard measured windows with 4mm one way vision standard glass / Rough glass and guarded with integrated GI grill shall be fixed as per choice able building design.

**DOORS :**

Door frames will be made of "Shal Wood". All doors panels will be of water proof flush door type (pine wood) finished with Good quality Laminate on front Sides- Main door will have acrylic handle, Magic eye with collapsible iron gate.

**FLOORING :**

Flooring will be made with Vitrified tiles (2x2) ft size, Skirting will be of 4 inch height, Window bases, Balcony railing bases will be molded with super fast white marble.

**KITCHEN :**

Cooking Platform will be of Granite / Black Stone 20 inch wide along two walls Glaze branded tiles (2x1) ft size, 3 ft height above the Platform and wall will be provided to protech the oil spots. good quality of Stainless steel sink 22 inch with aqua guard point above it with drain board. Bib cock of ESS CO / JONSHON & Jonshon make and one sink cock will be provided. One stand basin will be provided in dining room. Kitchen counter will be provided with underlying shelves including a provision of keeping two gas cylinders.

## TOILET :

All Bath rooms will be provided with western style wall hanging BRANDED commodes and flush valves, the walls of the toilet upto 6 ft height will be fitted with 18" x 12" MATE FINISHED tiles, with hot and cool water provisions, one SS good quality shower, rectangular wash basin of good quality, one bib cock point and on Geyser point, one Exhausted fan point will be provided in bath toilet. One washing machine point will be provided outside one toilet. All toilet floors and wall must be water proofing, antirust proof definitely tight stable and running without leaks, caulk the gap between the toilet and floor.

## SANITARY FITTINGS :

All SS Fittings will be Essco, Jonshon & Jonshon / Supreme, all Basin and commode should be good model from Hine ware / Reliance / Cera / Jonshon & Jonshon will be provided.

OVERHEAD WATER TANK : RCC reservoir (As per drawing)

UNDER GROUND RESERVOIR : RCC reservoir (As per drawing)

## PUMP :

One 1.5 HP stain less submersible Pump will be provided along with auto control system.

PLUMBING MATERIAL DETAILS : ISI marked Supreme brand of Pipes and bars Valves fitted with leak proof mechanism and crafts manship.

## ELECTRICITY :

Full concealed wiring will be provided through out each of the Flats. The main door in each flats hall be fitted with Calling Bell points. The Contractor shall provide the Following electric points with good quality modular

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of Switch of V - Guard.

- a. 3 (Three) light points, 2 (Two) plug points for Computer / accessories, 1 (One) T.V. Point and 1 (One) AC point in each Bedroom and dining hall.
- b. 1 (One) light point, 1 (One) exhaust fan point and 1 (One) Geyser point in each toilet.
- c. 1 (One) Aqua guard, 2 (Two) light points and 2 (Two) 5amp Plug point Chimney and 1 (One) microwave in the Kitchen.
- d. 3 (Three) light points, 1 (One) fan point, 1 (One) Refrigerator Point and 1 (One) accessory point in the Dining Area.
- e. 1 (One) T.V. point, 4 (Four) light points, 1 (One) fan point, 2 (Two) numbers of 3 pin Plug sockets in the Drawing room.
- f. 1 (One) Calling Bell point on main door, and 1 (One) Light point in Balcony.
- g. 1 (One) Lockable 15 amp Charger point beside each Car Parking slot on Ground Floor.
- h. Electric meter connection will be arranged for the Flat by the Contractor, however security Deposit to W.B.S.E.B. will be done by the landowners.

Electrical materials to be used:

- V-Guard / Havells, ISI marked branded good quality modular white switches will be provided. All common area will be provided with LED light point.

GI GRILLS /GATES :

Stainless Steel circular bar fabricated Railings on Staircase and GI window grills hall be fixed.

ROOF AND TERRACE :

Roof tiles.

LIFT :

One standard Five passengers decent looking stainless steel lift equipped with ERD drive with Auto gate and lift facility will be finished with elevation tiles.

**EXTERNAL PASSAGE/PARKING SPACE :** All ground flor and open to air passage with parking tiles.

**ALL COVERED SPACE :** Staircases with marble flooring.

**PAINT :** OUT SIDE PAINT : Putty finish on facia finishes with Barger / Asian Paints with Roller finished.

**INSIDE :**

**WALL OF**

**FLATS :** Putty finished (2-3 coats) primer with Barger / Asian Paints with Roller finished.

**PARAPET WALL :** As per drawing, brickwork and plaster, parabola with grills on South- East Corner.

**BOUNDARY WALL :** As per drawing , Gates with MS Grill of decent designs

**EXTRA WORK :** Any interioir work other than specified above, will be treated as extra? customised work billb let other respective Member by the CONTRACTOR, and LANDOWNERS will not beinvolved.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**[Common Areas & Amenities]**

- :: Lobbies on all floors and staircase of the Said Building.
- :: Lift machine room and lift well of the Said Building.
- :: Overhead Water reservoir/tanks of the Said Building.
- :: Water supply, pipeline in the Said Building (except those inside any Unit).
- :: Drainage and sewage pipeline, Septic Chambers, Pits etc. in the Said Building (except those inside any Unit).

- :: Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the Said Building,
- :: Space for Electricity meters, Lights and fittings in the common area and spaces.
- :: Open and/or covered paths and passages.
- :: Ultimate water proofing TERRACE/Roof of the building,
- :: Water pump/s, water pipe line and motor/s.
- :: Boundary walls and main gates of the Said Building,
- :: Right of common passage in common portion, installation of T.V. Antena, C.C. TV, A.C. Outdoor units etc.
- :: Other such common areas, fittings and installations as may be specified by the developer to be common areas fittings and installations/equipments.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**[Easements and Quassi Easements]**

1. The right of common parts for ingress in and egress out from the units or building or premises.
2. The right in common with the other purchaser/occupiers to get electricity, water connection from and to any other unit or common parts through pipes, drains, wires connection lying or being in under through or over the sold unit as far as may be reasonably necessary for the beneficial use and occupation of the respective unit and/or parts and/or common areas.
3. The right of protection for other parts of the building by all parts of the unit as far as it is necessary to protect the same.
4. The right of the enjoyment of the other parts of the building.
5. The right with or without workmen and necessary materials to enter from time to time upon the unit for the purpose of repairing as far as may be necessary for repairing.

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. *Himanshu Jyoti*  
*Ramnagar Barastu*  
*Post & Gopuram*  
IDR: 700136

*Ismael Mallik*

Ismail Mallik

2. *Asma Bibi*  
*Mullick*  
c/o - 157

*Asma Bibi*  
Asma Bibi  
@ Asma Mallick

*Azad Mallick*  
Azad Mallick

*Azan Mallick*  
Azan Mallick

Drafted By :

*Anamita Sarmah  
Adv.  
Sudhikanti, Barastu  
8/14/918/2011.*

For Prakas Chatterjee & Associates,

Advocates,

Sangita Apartment, Ground Floor,

Teghoria Main Road,

Kolkata - 700157.

Ph. : 9830061809.

Composed By :

*Jayashree Mondal*  
Jayashree Mondal,  
Teghoria Main Road,  
Kolkata - 700157.

*Razzak Mallick*

Razzak Mallick  
Landowners

*Mintu Mondal*

Mintu Mondal

*Sharfaraj Ali Mondal*

Sharfaraj Ali Mondal  
Partners of 3MQ Realty LLP  
Developer

MEMO OF CONSIDERATION

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

<u>Mode of Payment</u>	<u>Date</u>	<u>Bank's Name</u>	<u>In favour of</u>	<u>Amount</u>
Cheque No.000003	23.07.2024	Kotak Mahindra Bank	Ismail Mallik	Rs. 1,00,000.00
Cheque No.000004	23.07.2024	Kotak Mahindra Bank	Asma Bibi	Rs. 1,00,000.00
Cheque No.000005	23.07.2024	Kotak Mahindra Bank	Azad Mullick	Rs. 2,00,000.00
Cheque No.000006	23.07.2024	Kotak Mahindra Bank	Azan Mallick	Rs. 2,00,000.00
Cheque No.000007	23.07.2024	Kotak Mahindra Bank	Razzak Mallick	Rs. 4,00,000.00
<b>TOTAL :</b>				<b>Rs.10,00,000.00</b>

Witnesses :-

1. *Sahabuddin Mandal*  
*Kalkhuli Bunder Para*  
*Kal Kuter 700052*

*Ismail Mallik*  
 Ismail Mallik

2. *Aziz Mondal*  
*Nowra Para*  
*Kal- 157*

*Asma Bibi*  
 Asma Bibi  
 @ Asma Mallick

*Azad Mullick*  
 Azad Mullick

*Azan Mallick*  
 Azan Mallick

*Razzak Mallick*  
 Razzak Mallick  
Landowners

Govt. of West Bengal  
 Directorate of Registration & Stamp  
 Revenue  
 GRIPS eChallan



192024250136293948

**GRN Details**

GRN:	192024250136293948	Payment Mode:	SBI Epay
GRN Date:	25/07/2024 08:50:28	Bank/Gateway:	SBIEPay Payment Gateway
BRN :	4890671843035	BRN Date:	25/07/2024 08:51:11
Gateway Ref ID:	0874682103	Method:	ICICI Bank - Retail NB
GRIPS Payment ID:	250720242013629392	Payment Init. Date:	25/07/2024 08:50:28
Payment Status:	Successful	Payment Ref. No:	2001851125/8/2024

[Query No\* /Query Year]

**Depositor Details**

Depositor's Name:	Mr Sharfaraj Ali Mondal
Address:	Madhyamgram
Mobile:	8017821883
EMail:	sharfarajmondal4@gmail.com
Period From (dd/mm/yyyy):	25/07/2024
Period To (dd/mm/yyyy):	25/07/2024
Payment Ref ID:	2001851125/8/2024
Dept Ref ID/DRN:	2001851125/8/2024

1888 12024

**Payment Details**

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001851125/8/2024	Property Registration- Stamp duty	0030-02-103-003-02	10021
2	2001851125/8/2024	Property Registration- Registration Fees	0030-03-104-001-16	10021
<b>Total</b>				<b>20042</b>

IN WORDS: TWENTY THOUSAND FORTY TWO ONLY.



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

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

	L.H.					
	R.H.					

ATTESTED :-

*Enamul Haq*

	L.H.					
	R.H.					

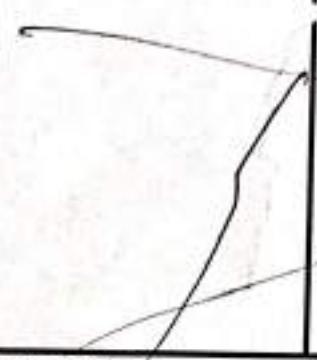
ATTESTED :-

*Asma Bibi*

	L.H.					
	R.H.					

ATTESTED :-

*Azad Mullick*

	L.H.					
	R.H.					

ATTESTED :-

*Azad Mullick*

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

UNDER RULES 44A OF THE L.R. ACT 1908  
N.B. L.H. BOX-SMALL TO THUMB PRINTS  
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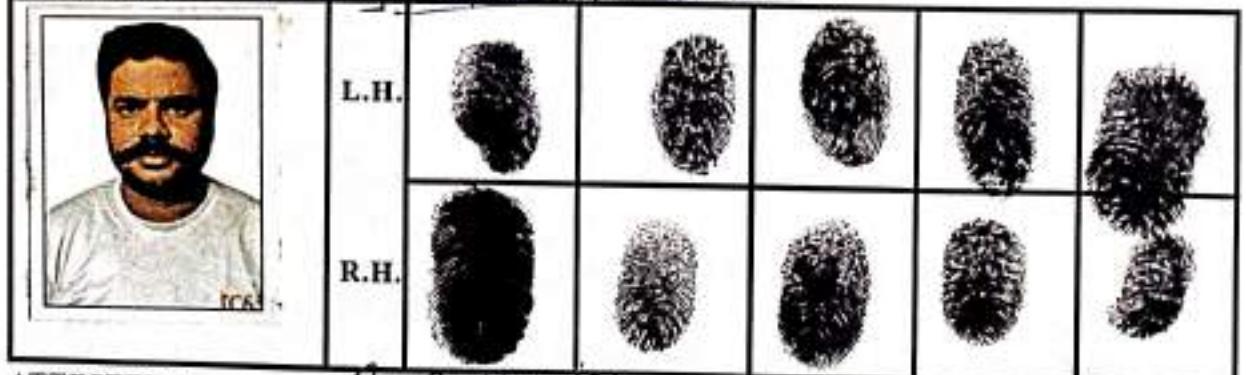
ATTESTED :- Razzaq Mallik



ATTESTED :- Mukul Mondal



ATTESTED :- Barajati Mondal



ATTESTED :- Azam Mallik

### Major Information of the Deed

Deed No :	I-1504-01588/2024	Date of Registration	25/07/2024		
Query No / Year	1504-2001551125/2024	Office where deed is registered			
Query Date	13/07/2024 1:59:19 PM	A.D.S.R. BIDHAN NAGAR, District: North 24-Parganas			
Applicant Name, Address & Other Details	PINAKI CHATTOPADHYAY SANGEETA APARTMENT TEGHARIA MAIN ROAD, Thana : Baguiati, District : North 24-Parganas, WEST BENGAL, PIN - 700157, Mobile No. : 9830581531, 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. 64,01,747/-				
Stampduty Paid(SD)	Registration Fee Paid				
Rs. 10,121/- (Article 45(g1))	Rs. 10,021/- (Article E, E, B)				
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assessment slip. (Urban area)				

#### Land Details :

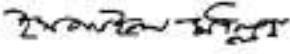
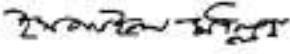
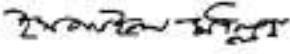
District: North 24-Parganas, P.S.: - Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Sardarpara(Kalkhali), Mouza: Kalkhali, Jl No: 5, Pin Code: 700052

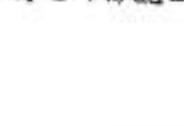
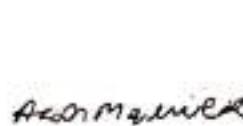
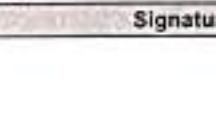
Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1 (-)	LR-592 (RS (-))	LR-2776	Bastu	Bastu 1 Chatak 24.5 Sq Ft		4,37,403/-	Width of Approach Road: 32 Ft., Adjacent to Metal Road,
L2 (-)	LR-592 (RS (-))	LR-2606	Bastu	Bastu 4 Chatak 3.2 Sq Ft		3,91,844/-	Width of Approach Road: 32 Ft., Adjacent to Metal Road,
L3 (-)	LR-592 (RS (-))	LR-2635	Bastu	Bastu 2 Chatak 24.41 Sq Ft		2,44,710/-	Width of Approach Road: 32 Ft., Adjacent to Metal Road,
L4 (-)	LR-592 (RS (-))	LR-2633	Bastu	Bastu 1 Katha 2 Chatak 15.63 Sq Ft		17,65,930/-	Width of Approach Road: 32 Ft., Adjacent to Metal Road,
L5 (-)	LR-592 (RS (-))	LR-2632	Bastu	Bastu 1 Katha 2 Chatak 15.63 Sq Ft		17,65,930/-	Width of Approach Road: 32 Ft., Adjacent to Metal Road,
L6 (-)	LR-592 (RS (-))	LR-2634	Bastu	Bastu 1 Katha 2 Chatak 15.63 Sq Ft		17,65,930/-	Width of Approach Road: 32 Ft., Adjacent to Metal Road,
TOTAL :				6.8269Dec	0/-	63,71,747/-	
Grand Total :				6.8269Dec	0/-	63,71,747/-	

**Structure Details :**

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2, L3, L4, L5, L6	100 Sq Ft.	0/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0 Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
	Total :	100 sq ft	0/-	30,000/-	

**Land Lord Details :**

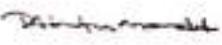
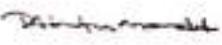
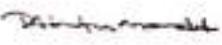
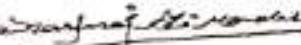
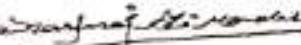
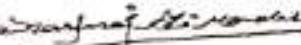
Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td>Mr ISMAIL MALLIK Son of Mr NOOR MAHAMMAD MALLIK Executed by: Self, Date of Execution: 25/07/2024 Admitted by: Self, Date of Admission: 25/07/2024 ,Place : Office</td> <td></td> <td> Captured</td> <td></td> </tr> <tr> <td colspan="2">25/07/2024</td><td>LTi</td><td>25/07/2024</td></tr> </tbody> </table> <p>BISHNUPUR, BURO SHIBTALA, RAJARHAT BISHNUPUR, City:- Not Specified, P.O:- RAJARHAT BISHNUPUR, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX5 , PAN No.: AXxxxxxx5P, Aadhaar No: 31xxxxxxxx9160, Status :Individual, Executed by: Self, Date of Execution: 25/07/2024 Admitted by: Self, Date of Admission: 25/07/2024 ,Place : Office</p>	Name	Photo	Finger Print	Signature	Mr ISMAIL MALLIK Son of Mr NOOR MAHAMMAD MALLIK Executed by: Self, Date of Execution: 25/07/2024 Admitted by: Self, Date of Admission: 25/07/2024 ,Place : Office		 Captured		25/07/2024		LTi	25/07/2024
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25/07/2024		LTi	25/07/2024										
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td>Mrs ASMA BIBI, (Alias: Mrs ASMA MALLICK) Wife of Mr ISMAIL MALLIK Executed by: Self, Date of Execution: 25/07/2024 Admitted by: Self, Date of Admission: 25/07/2024 ,Place : Office</td> <td></td> <td> Captured</td> <td></td> </tr> <tr> <td colspan="2">25/07/2024</td><td>LTi</td><td>25/07/2024</td></tr> </tbody> </table> <p>BISHNUPUR, BURO SHIBTALA, RAJARHAT BISHNUPUR, City:- Not Specified, P.O:- RAJARHAT BISHNUPUR, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135 Sex: Female, By Caste: Muslim, Occupation: House wife, Citizen of: India Date of Birth:XX-XX-1XX7 , PAN No.: caxxxxxxx6r, Aadhaar No: 40xxxxxxxx2585, Status :Individual, Executed by: Self, Date of Execution: 25/07/2024 Admitted by: Self, Date of Admission: 25/07/2024 ,Place : Office</p>	Name	Photo	Finger Print	Signature	Mrs ASMA BIBI, (Alias: Mrs ASMA MALLICK) Wife of Mr ISMAIL MALLIK Executed by: Self, Date of Execution: 25/07/2024 Admitted by: Self, Date of Admission: 25/07/2024 ,Place : Office		 Captured		25/07/2024		LTi	25/07/2024
Name	Photo	Finger Print	Signature										
Mrs ASMA BIBI, (Alias: Mrs ASMA MALLICK) Wife of Mr ISMAIL MALLIK Executed by: Self, Date of Execution: 25/07/2024 Admitted by: Self, Date of Admission: 25/07/2024 ,Place : Office		 Captured											
25/07/2024		LTi	25/07/2024										

	Name	Photo	Finger Print	Signature
3	Mr AZAD MULLICK (Presentant ) Son of Late MANTU MALLICK Executed by: Self, Date of Execution: 25/07/2024 , Admitted by: Self, Date of Admission: 25/07/2024 ,Place : Office		 Captured	
25/07/2024      LTH      25/07/2024				
4	Mr AZAN MALLICK, (Alias: Mr MD AZAN MALLICK) Son of Late MANTU MALLICK Executed by: Self, Date of Execution: 25/07/2024 , Admitted by: Self, Date of Admission: 25/07/2024 ,Place : Office		 Captured	
25/07/2024      LTH      25/07/2024				
140, KAIKHALI SARDAR PARA, AGRAGAMI CLUB, RAJARHAT GOPALPUR (M), City:- Not Specified, P.O:- AIRPORT, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700052 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX2 , PAN No.: EVxxxxxx9L, Aadhaar No: 91xxxxxxxx7673, Status :Individual, Executed by: Self, Date of Execution: 25/07/2024 , Admitted by: Self, Date of Admission: 25/07/2024 ,Place : Office				
5	Mr RAZZAK MALLICK Son of Late MANTU MALLICK Executed by: Self, Date of Execution: 25/07/2024 , Admitted by: Self, Date of Admission: 25/07/2024 ,Place : Office		 Captured	
25/07/2024      LTH      25/07/2024				
140, KAIKHALI SARDAR PARA, AGRAGAMI CLUB, RAJARHAT GOPALPUR (M), City:- Not Specified, P.O:- AIRPORT, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700052 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX9 , PAN No.: BHxxxxxx7R, Aadhaar No: 29xxxxxxxx6365, Status :Individual, Executed by: Self, Date of Execution: 25/07/2024 , Admitted by: Self, Date of Admission: 25/07/2024 ,Place : Office				

**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>3MQ REALTY LLP</b> ASTRA TOWER, ASO-409, SOUTH BLOCK, 6TH FLOOR, ACTION AREA - IC, NEW TOWN, City - Not Specified, P.O. - UTILITY BUILDING, P.S. - New Town, District - North 24-Parganas, West Bengal, India, PIN - 700161 Date of Incorporation: XX-XX-2XX3 , PAN No.: AAxxxxxx3D Aadhaar No Not Provided by UIDAI, Status Organization, Executed by: Representative

**Representative Details :**

SI 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> <b>Mr MINTU MONDAL</b>  Son of Mr OMAR ALI MONDAL  Date of Execution -  25/07/2024, Admitted by:  Self, Date of Admission:  25/07/2024, Place of  Admission of Execution: Office </td><td>  </td><td>   Captured </td><td>  </td></tr> <tr> <td></td><td>25/07/2024 1:15PM</td><td>LTI 25/07/2024</td><td>25/07/2024</td></tr> </tbody> </table> <p>KAikhali Sardar Para, NEAR AGRAMI CLUB, RAJARHAT GOPALPUR (M), City - Not Specified, P.O. - AIRPORT, P.S. - Airport, District - North 24-Parganas, West Bengal, India, PIN - 700052, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, Date of Birth: XX-XX-1XX2 , PAN No.: BAxxxxxx3D, Aadhaar No: 37xxxxxxxx2531 Status : Representative, Representative of : 3MQ REALTY LLP (as PARTNER)</p>	Name	Photo	Finger Print	Signature	<b>Mr MINTU MONDAL</b> Son of Mr OMAR ALI MONDAL Date of Execution - 25/07/2024, Admitted by: Self, Date of Admission: 25/07/2024, Place of Admission of Execution: Office		 Captured			25/07/2024 1:15PM	LTI 25/07/2024	25/07/2024
Name	Photo	Finger Print	Signature										
<b>Mr MINTU MONDAL</b> Son of Mr OMAR ALI MONDAL Date of Execution - 25/07/2024, Admitted by: Self, Date of Admission: 25/07/2024, Place of Admission of Execution: Office		 Captured											
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2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Mr SHARFARAJ ALI MONDAL</b>  Son of Mr MOMRAJ ALI MONDAL  Date of Execution -  25/07/2024, Admitted by:  Self, Date of Admission:  25/07/2024, Place of  Admission of Execution: Office </td><td>  </td><td>   Captured </td><td>  </td></tr> <tr> <td></td><td>25/07/2024 1:15PM</td><td>LTI 25/07/2024</td><td>25/07/2024</td></tr> </tbody> </table> <p>PATULI, MADHYAMGRAM, BARASAT, MADHYAMGRAM (M), ABDALPUR, City - Not Specified, P.O. - ABDALPUR, P.S. - Madhyamgram, District - North 24-Parganas, West Bengal, India, PIN - 700155, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, Date of Birth: XX-XX-1XX6 , PAN No.: ARxxxxxx9Q, Aadhaar No: 96xxxxxxxx3586 Status : Representative, Representative of : 3MQ REALTY LLP (as PARTNER)</p>	Name	Photo	Finger Print	Signature	<b>Mr SHARFARAJ ALI MONDAL</b> Son of Mr MOMRAJ ALI MONDAL Date of Execution - 25/07/2024, Admitted by: Self, Date of Admission: 25/07/2024, Place of Admission of Execution: Office		 Captured			25/07/2024 1:15PM	LTI 25/07/2024	25/07/2024
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	25/07/2024 1:15PM	LTI 25/07/2024	25/07/2024										

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr HARICHAND BISWAS</b> Son of Late B BISWAS RAMNAGAR, BERABERI, City - Not Specified, P.O. - R GOPALPUR, P.S. - Airport, District - North 24-Parganas, West Bengal, India, PIN - 700136		 Captured	

Identifier Of Mr ISMAIL MALLIK, Mrs ASMA BIBI, Mr AZAD MULLICK, Mr AZAN MALLICK, Mr RAZZAK MALLICK, Mr MINTU MONDAL, Mr SHARFARAJ ALI MONDAL

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mr ISMAIL MALLIK	3MQ REALTY LLP-0.468646 Dec

**Transfer of property for L2**

Sl.No	From	To. with area (Name-Area)
1	Mrs ASMA BIBI	3MQ REALTY LLP-0.419833 Dec

**Transfer of property for L3**

Sl.No	From	To. with area (Name-Area)
1	Mrs ASMA BIBI	3MQ REALTY LLP-0.26219 Dec

**Transfer of property for L4**

Sl.No	From	To. with area (Name-Area)
1	Mr AZAD MULLICK	3MQ REALTY LLP-1.89207 Dec

**Transfer of property for L5**

Sl.No	From	To. with area (Name-Area)
1	Mr AZAN MALLICK	3MQ REALTY LLP-1.89207 Dec

**Transfer of property for L6**

Sl.No	From	To. with area (Name-Area)
1	Mr RAZZAK MALLICK	3MQ REALTY LLP-1.89207 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Mr ISMAIL MALLIK	3MQ REALTY LLP-20.0000000 Sq Ft
2	Mrs ASMA BIBI	3MQ REALTY LLP-20.0000000 Sq Ft
3	Mr AZAD MULLICK	3MQ REALTY LLP-20.0000000 Sq Ft
4	Mr AZAN MALLICK	3MQ REALTY LLP-20.0000000 Sq Ft
5	Mr RAZZAK MALLICK	3MQ REALTY LLP-20.0000000 Sq Ft

**Land Details as per Land Record**

District: North 24-Parganas, P.S. - Airport, Municipality: BI DHANNAGAR MUNICIPALITY CORPORATION, Road: Sardar para(Kaikhali), Mouza: Kaikhali, Jl No: 5, Pin Code : 700052

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 592, LR Khatian No:- 2776	Owner: মোস্তাফা মোস্তাফা, Gurdian: মুস্তাফা মুস্তাফা, Address: কলাপাড়া (কলাপাড়া) মুস্তাফা, Classification: মুস্তাফা	Mr ISMAIL MALLIK
L2	LR Plot No:- 592, LR Khatian No:- 2608	Owner: মুস্তাফা মুস্তাফা, Gurdian: মুস্তাফা মুস্তাফা, Address: কলাপাড়া (কলাপাড়া) মুস্তাফা, Classification: মুস্তাফা	Mrs ASMA BIBI
L3	LR Plot No:- 592, LR Khatian No:- 2635	Owner: মুস্তাফা মুস্তাফা, Gurdian: মুস্তাফা মুস্তাফা, Address: কলাপাড়া (কলাপাড়া) মুস্তাফা, Classification: মুস্তাফা	Mrs ASMA BIBI

L4	LR Plot No:- 592, LR Khatian No:- 2633	Owner: আজাদ মলিক, Gurdian: আজাদ মলিক, Address: নেই, Classification: বাস, Area: 0.03000000 Acre,	Mr AZAD MULLICK
L5	LR Plot No:- 592, LR Khatian No:- 2632	Owner: আজান মলিক, Gurdian: আজান মলিক, Address: নেই, Classification: বাস, Area: 0.02000000 Acre,	Mr AZAN MALLICK
L6	LR Plot No:- 592, LR Khatian No:- 2634	Owner: রাজাক মলিক, Gurdian: রাজাক মলিক, Address: নেই, Classification: বাস, Area: 0.01000000 Acre,	Mr RAZZAK MALLICK

Endorsement For Deed Number : I - 150401888 / 2024

On 25-07-2024

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

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

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

Presented for registration at 11:41 hrs on 25-07-2024, at the Office of the A.D.S.R, BIDHAN NAGAR by Mr AZAD MULLICK , one of the Executants.

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 64,01,747/-

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

Execution is admitted on 25/07/2024 by 1. Mr ISMAIL MALLIK, Son of Mr NOOR MAHAMMAD MALLIK, BISHNUPUR, BURU SHIBTALA, RAJARHAT BISHNUPUR, P.O: RAJARHAT BISHNUPUR, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Muslim, by Profession Business, 2. Mrs ASMA BIBI, Alias Mrs ASMA MALLICK, Wife of Mr ISMAIL MALLIK, BISHNUPUR, BURU SHIBTALA, RAJARHAT BISHNUPUR, P.O: RAJARHAT BISHNUPUR, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Muslim, by Profession House wife, 3. Mr AZAD MULLICK, Son of Late MANTU MALLICK, 140, KAIKHALI SARDAR PARA, AGRAGAMI CLUB, RAJARHAT GOPALPUR (M), P.O: AIRPORT, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700052, by caste Muslim, by Profession Business, 4. Mr AZAN MALLICK, Alias Mr MD AZAN MALLICK, Son of Late MANTU MALLICK, 140, KAIKHALI SARDAR PARA, AGRAGAMI CLUB, RAJARHAT GOPALPUR (M), P.O: AIRPORT, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700052, by caste Muslim, by Profession Business

Indefited by Mr HARICHAND BISWAS, , Son of Late B BISWAS, RAMNAGAR, BERABERI, P.O: R GOPALPUR, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by profession Service

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

Execution is admitted on 25-07-2024 by Mr MINTU MONDAL, PARTNER, 3MQ REALTY LLP (LLP), ASTRA TOWER, ASO-609, SOUTH BLOCK, 6TH FLOOR, ACTION AREA - IIC, NEW TOWN, City: - Not Specified, P.O: - UTILITY BUILDING, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700161

Indefited by Mr HARICHAND BISWAS, , Son of Late B BISWAS, RAMNAGAR, BERABERI, P.O: R GOPALPUR, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by profession Service

Execution is admitted on 25-07-2024 by Mr SHARFARAJ ALI MONDAL, PARTNER, 3MQ REALTY LLP (LLP), ASTRA TOWER, ASO-609, SOUTH BLOCK, 6TH FLOOR, ACTION AREA - IIC, NEW TOWN, City: - Not Specified, P.O: - UTILITY BUILDING, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700161

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**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 10,021.00/- ( B = Rs 10,000.00/- ,E = Rs 21.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 10,021/-.

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/07/2024 8:51AM with Govt. Ref. No: 192024250136293948 on 25-07-2024, Amount Rs: 10,021/-, Bank: SBI EPay ( SBEPay ), Ref. No: 4890671843035 on 25-07-2024, Head of Account 0030-03-104-001-16

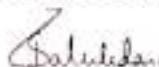
**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 10,021/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 28824, Amount: Rs.100.00/-, Date of Purchase: 09/05/2024, Vendor name: Suranjan Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/07/2024 8:51AM with Govt. Ref. No: 192024250136293948 on 25-07-2024, Amount Rs: 10,021/-, Bank: SBI EPay ( SBEPay), Ref. No. 4890671843035 on 25-07-2024, Head of Account 0030-02-103-003-02



Sukanya Talukdar  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BIDHAN NAGAR  
North 24-Parganas, West Bengal

**Certificate of Registration under section 60 and Rule 69.**

**Registered in Book - I**

**Volume number 1504-2024, Page from 75434 to 75483**

**being No 150401888 for the year 2024.**



Digitally signed by **SUKANYA TALUKDAR**  
Date: 2024.08.01 12:21:16 +05:30  
Reason: Digital Signing of Deed.

**(Sukanya Talukdar) 01/08/2024**

**ADDITIONAL DISTRICT SUB-REGISTRAR**

**OFFICE OF THE A.D.S.R. BIDHAN NAGAR**

**West Bengal.**

DATED THE DAY OF 2024

DEVELOPMENT AGREEMENT  
BETWEEN

Ismail Mallik

Asma Bibi

@ Asma Mallick

Azad Mullick

Azan Mallick

Razzak Mallick

Landowners

3MQ Realty LLP

Developer

Drafted By

Pinaki Chattopadhyay & Associates

Advocates

Sangita Apartment, Ground Floor

Teghoria Main Road

Kolkata - 700157

Ph. : 9830061809

Composed By

Jayashree Mondal

Teghoria Main Road

Kolkata - 700157