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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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I certify that the instrument is admitted
to registration. The signature sheet
and the endorsement sheets attached
with this document are the only.

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Addl. District Sub-Registrar
Bachchanagar (Sul Lake City)
29 SEP 2022

THIS DEVELOPMENT AGREEMENT made this the 29th day of September TWO
THOUSAND AND TWENTY TWO [2022] BY & BETWEEN :

5117 28-9-22
মূল্য 1000/-

ক্রতার নাম ও মা
হাঙ্গল ডিভার স্বাক্ষর
বিধান নং. অন্তর্গত 'মি' ডি এম আর
মোট টাকার ক্রম
পানান নং
মোট কত টাকা বরিশ
ক্রতার বারাকপুর, ভেতার-মিতা দত্ত

Rajina Parvin
Kolkata,
Barasat, court.



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ADDITIONAL DISTRICT SUB REGISTRAR
Bidhannagar, (Salt Lake City)

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[1]. KHATEMOON NECHA BIBI [PAN No-CHFPB9987F] daughter of late Hazi Aser Ali Mondal and wife of late Md. Omar Ali Mondal, by faith Muslim, by nationality Indian, by occupation House Wife, residing at Kaikhali, Sardarpara, P.O & P.S-Airport, Dist-North 24 Parganas, Kolkata-700 052, [2]. MD. MOZAFFAR MONDAL[PAN No-AQHPM1048H] son of late Omar Ali Mondal, by faith Muslim, by nationality Indian, by occupation Business, residing at Kaikhali, Sardarpara, P.O & P.S-Airport, Dist-North 24 Parganas, Kolkata-700 052, [3]. FIROJ MONDAL [PAN No-AJVPM5438J] son of late Omar Ali Mondal, by faith Muslim, by nationality Indian, by occupation Business, residing at Kaikhali, Sardarpara, P.O & P.S-Airport, Dist-North 24 Parganas, Kolkata-700 052. [4]. KHOKAN MONDAL[PAN No-AIJPM9287C] son of Late Md. Omar Ali by faith -Muslim, by Nationality - Indian, by occupation-Business, residing at Kaikhali Sardarpara,P.O &P.S- Airport, District: North 24 Parganas, Kolkaya-700 052 . [5]. MINTU MONDAL [PAN NO-BAPPM4813D] son of late Omar Ali Mondal, by faith - Muslim, by occupation - Business, residing at Kaikhali, Sardar Para Near Agragami Club, P.O & P.S. Airport, Dist - North 24 Parganas, [6]. BABLU MONDAL [PAN No-AIUPM9423B] son of late Omar Ali Mondal, by faith Muslim, by nationality Indian, by occupation Business, residing at Kaikhali, Sardarpara, P.O & P.S- Airport, Dist-North 24 Parganas, Kolkata-700 052, [7]. TUTU MONDAL [PAN No-AIJPM9255G] son of late Omar Ali Mondal, by faith Muslim, by nationality Indian, by occupation Business, residing at Kaikhali, Sardarpara, P.O & P.S- Airport, Dist-North 24 Parganas, Kolkata-700 052 and [8]. MD. RAZA [PAN No-AJIPM1281E] son of late Mohammed Jabbar, by faith Muslim, by nationality Indian, by occupation Business, residing at Alghara Purbapara, P.O-Rajarhat Gopalpur, P.S- Baguiati, Dist-North 24 Parganas, Kolkata-700136 hereinafter referred to as the **FIRST PARTY/OWNER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, survivors, legatees, executors, administrators, legal representatives, assigns and/or nominees) of the **ONE PART.**

AND

M/S AIRLIFT DEVELOPERS, a partnership firm.

PAN : AADCS5138F

Office Address : Alghara, Taraferpara, P.O-Rajarhat Gopalpur, P.S-Baguiati, Dist-North 24 Parganas, Kolkata-700 136.

Represented by :

Partner No-1 : MOZAMMEL TARAFDER son of late Hazi Jakir Ali Tarafder, by faith Muslim, by nationality Indian, by occupation Business.

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PAN : ABUPT7159E

Partner No-2 : SEKH SANOWAR son of Sekh Lalmiya, by faith Muslim, by nationality Indian, by occupation Business.

PAN : DAPPS5287F

Address of the aforesaid two partners: Alghara, Taraiderpara, P.O-Rajarhat Gopalpur, P.S-Baguiati, Dist-North 24 Parganas, Kolkata-700 136

hereinafter referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its respective successors-in-office, partners, executors, legal representatives, administrators and/or assigns) of the OTHER PART.

WHEREAS:-

(1). The First Party/ Owner presently are the joint owners, possessors and occupiers of ALL THAT a piece and parcel of a plot of land measuring about 57 (Fifty Seven) decimals out of which 43 (Forty Three) decimals of land classified as Bastu which includes a G+ 4 dwelling house each floor of which is measuring about 1400 Sq.ft comprised in the R.S/L.R Dag No-366 in the LR Khata No-1972, 3278, 2502, 3268, 3267, 3277, 3285, 2681, 2167, 3151, 3162, 3258 & 2168 and 14 (Fourteen) decimals of land classified as Bastu comprised in the R.S/L.R Dag No-369 in the LR Khata No-1972, 3278, 2502, 3268, 3267, 3277, 3285, 2681, 2167, 3151, 3162, 3258 & 2168 at Mouza- Kaikhali, J.L No-05, within the Ward No-06 of the Bidhannagar Municipal Corporation, Dist-North 24 Parganas, Kolkata-700052 AND TOGETHER WITH its' all easement rights more fully described in the FIRST SHCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the said ENTIRE PREMISES or SAID PREMISES. The First Party/Owner have acquired the absolute ownership of the Entire Premises or Said Premises in the following manner :-

(2). DEVOLUTION OF TITLE OF THE FIRST PARTY/OWNER:-

[a]. ABSOLUTE OWNERSHIP OF NASIRUL HAQUE :- That one Nasirul Haque was the absolute owner of the landed property collectively measuring about 57 Decimals out of which 43 Decimals of Danga land comprised in the R.S/L.R Dag No-366 and 14 Decimals of Danga land comprised in the R.S/L.R Dag No-369 at Mouza-Kaikhali, J.L No-05, P.S-Airport, Dist-North 24 Parganas, absolutely and forever free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever, AND

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[b]. **DEMISE OF SAID NASIRUL HAQUE :-** That while possessing the aforesaid landed property said Nasirul Haque has died intestate leaving behind him two sons namely Aser Ali Mondal and Taser Ali Mondal and two daughters namely Anjuman Necha Bibi and Ajjan Necha Bibi as his only surviving legal heirs and successors and they all have inherited the aforesaid landed property of deceased Nasirul Haque as per the Mohammedan Law of Inheritance and Succession, **AND**

[c]. **ABSOLUTE OWNERSHIP OF SAID ASER ALI MONDAL :-** That in consequence to the aforesaid succession and inheritance said Aser Ali Mondal herein has become the owner of 33.33% undivided share over the aforesaid landed property measuring about 57 decimals of land in the aforesaid two R.S/L.R Dag No-368 & 369 at the aforesaid Mouza and had been possessing the same free from all encumbrances, **AND**

[d]. **DEMISE OF ASER ALI MONDAL :-** That subsequently said Aser Ali Mondal has died intestate leaving behind one wife namely Mohidan Bibi and four sons namely Md. Mohimuuddin Mondal, Azizul Mondal, Samiuddin Mondal and Rafikuddin Mondal and three daughters namely Khatemmoon Necha Bibi herein the **First Party/Landowner No-1**, Sanu Sarkar and Manum Biswas - as his only surviving legal heirs and successors who have then inherited the property of deceased Aser Ali Mondal as per the Mohammedan Law of Inheritance and Succession.

[e]. **DEMISE OF SANU SARKAR:-** That said Sanu Sarkar while possessing her share in the said property has died intestate leaving behind her husband Nawab Ali Sarkar alias Nawab Sarkar, three sons namely Pintu Sarkar, Bachchu Sarkar and Raju Sarkar and three daughters namely Rasida Begam, Khuku Sarkar and Tanu Sarkar as her only surviving legal heirs and successors who have inherited the property of deceased Sanu Sarkar as per the Mohammedan Law of Inheritance and Succession.

[f]. **ABSOLUTE SALE BY SAID AJJUL MONDAL AND MOHIDANNESSA BIBI:-** That said Ajjul Mondal son of late Aser Ali Mondal and Mohidannessa Bibi wife of late Aser Ali Mondal by a registered deed of sale registered at the office of the A.D.S.R Bidhannagar Salt Lake City, copied therein in the Book No-1, Volume No-144, pages from 79 to 86, being the Deed No-6676 for the year 1994 have jointly granted, sold, conveyed, assigned, assured and transferred their entire share collectively measuring about 09.47% over the aforesaid 57 Decimals of land which is equivalent to an area of 05.40 decimals out of which 04.07 decimals of land comprised in the R.S/L.R Dag No-368 in the L.R Khattan No-Kri-109 and 01.33 decimals of land comprised in the R.S/L.R Dag No-369 in the L.R Khattan No-Kri-109 at Mouza-Kaikhal, J.L No-05, P.S-Airport, Dist-North 24 Parganas unto and in favour of Khatemunnessa Bibi herein the **First Party/Landowner No-1** absolutely and forever.

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[g]. ABSOLUTE SALE BY MD. RAFIUDDIN MONDAL ALIAS MD. RAFIKUDDIN MONDAL:- That said Md. Rafiuddin Mondal son of late Aser Ali Mondal by a registered deed of sale registered at the office of the A.D.S.R Bidhannagar Salt Lake City, copied therein in the Book No-1, Volume No-27, pages from 341 to 350 being the Deed No- 1236 for the year 1995 has granted, sold, conveyed, assigned, assured and transferred his entire 05.30% share over the aforesaid 57 decimals of land which is equivalent to an area of 03 decimals of land out of which 02.28 decimals of land comprised in the R.S/L.R Dag No-366 in the L.R Khatian No-Kri-109 and 00.72 decimals of land comprised in the R.S/L.R Dag No-369 in the L.R Khatian No-Kri-109 at Mouza-Kaikhali, J.L No-05, P.S-Airport, Dist-North 24 Parganas unto and in favour of Khatemunnessa Bibi herein the First Party/Landowner No-1 absolutely and forever.

[h]. ABSOLLUTE SALE BY MOHAMMED SAMIUDDIN MONDAL :- That said Md. Samiuddin Mondal son of late Aser Ali Mondal by a registered deed of sale registered at the office of the A.D.S.R Bidhannagar Salt Lake City copied therein in the Book No-1, Volume No-282, pages from 202 to 217, being the Deed No-4667 for the year 2006 has granted, sold, conveyed, assigned, assured and transferred his entire 05.30% share over the aforesaid 57 decimals of land which is equivalent to an area of 03 decimals of land out of which 02.28 decimals of land comprised in the R.S/L.R Dag No-366 in the L.R Khatian No-Kri-109 and 00.72 decimals of land comprised in the R.S/L.R Dag No-369 in the L.R Khatian No-Kri-109 at Mouza-Kaikhali, J.L No-05, P.S-Airport, Dist-North 24 Parganas unto and in favour of Khatemunnessa Bibi herein the First Party/Landowner No-1 absolutely and forever.

[i]. GIFT BY HAZI MD. MOHIMUDDIN MONDAL ALIAS MOHIM UDDIN MONDAL :- That said Hazi Md. Mohimuddin Mondal alias Mohim Uddin Mondal son of late Aser Ali by a registered deed of gift registered at the office of the D.S.R-II, North 24 Parganas at Barasat copied therein in the Book No-1, Volume No-1502-2017, pages from 100999 to 101020, being the Deed No-150203915 for the year 2017 has gifted his entire 05.30% of share over the aforesaid 57 decimals of land which is equivalent to an area of 03.0267 decimals of land out of which 02.2833 decimals of land comprised in the R.S/L.R Dag No-366 in the L.R Khatian No-1968 corresponding to the Kri Khatian-109 and 00.7434 decimals of land comprised in the R.S/L.R Dag No-369 in the L.R Khatian No-1968 corresponding to the Kri Khatian-109 at Mouza-Kaikhali, J.L No-05, P.S-Airport, Dist-North 24 Parganas unto and in favour of Khatemunnessa Bibi herein the First Party/Landowner No-1 absolutely and forever.

[j]. ABSOLUTE TRANSFER OF OWNERSHIP BY RAJU SARKAR :- That Raju Sarkar son of late Sanu Sarkar the grandson of late Aser Ali Mondal by a registered deed of exchange registered at the office of the A.D.S.R Bidhannagar Salt lake City copied therein in the Book No-1, Volume No-

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1504-2020, pages from 72416 to 72442, being the Deed No-150401579 for the year 2020 has granted, conveyed, assigned, assured and transferred his entire 00.44% share over the aforesaid 57 decimals of land which is equivalent to an area of 00.251 decimals of land out of which 00.189 decimals of land comprised in the R.S/L.R Dag No-366 in the L.R Khatian No-1973 corresponding to the Kri Khatian-109 and 00.062 decimals of land comprised in the R.S/L.R Dag No-369 in the L.R Khatian No-1973 corresponding to the Kri Khatian-109 at Mouza-Kaikhali, J.L No-05, P.S-Airport, Dist-North 24 Parganas unto and in favour of Khatamunnessa Bibi herein the First Party/Landowner No-1 absolutely and forever.

[K]. **ABSOLUTE SALE BY SAID MARIUM BISWAS, BACHHU SARKAR, NAWAB ALI SARKAR ALIAS NAWAB SARKAR, RASIDA BEGUM, KHUKU SARKAR, TANU SARKAR:-** That said Marium Biswas daughter of late Aser Ali Mondal, Bachhu Sarkar son of late Sanu Sarkar, Nawab Ali Sarkar Alias Nawab Sarkar husband of late Sanu Sarkar, Rasida Begum daughter of late Sanu Sarkar, Khuku Sarkar daughter of late Sanu Sarkar and Tanu Sarkar daughter of late Sanu Sarkar have jointly by a registered deed of sale registered at the office of the A.D.S.R Bidhannagar Salt Lake City copied therein in the Book No-1, Volume No-1504-2020, pages from 52915 to 52951, being the Deed No-150401098 for the year 2020 granted, sold, conveyed, assigned, assured and transferred their entire 04.43% share over the aforesaid 57 decimals of land which is equivalent to an area of 02.52 decimals of land out of which 01.90 decimals of land comprised in the R.S/L.R Dag No-366 in the L.R Khatian No-1973 & 1974 corresponding to the Kri Khatian-109 and 00.620 decimals of land comprised in the R.S/L.R Dag No-369 in the L.R Khatian No-1973 & 1974 corresponding to the Kri Khatian-109 at Mouza-Kaikhali, J.L No-05, P.S-Airport, Dist-North 24 Parganas unto and in favour of Khatamunnessa Bibi herein the First Party/Landowner No-1 absolutely and forever.

[I]. **ABSOLUTE SALE BY SAID PINTU SARKAR :-** That said Pintu Sarkar son of late Sanu Sarkar by a registered deed of sale registered at the office of the D.S.R-II, North 24 Parganas at Barasat copied therein the Book No-1, Volume No-1502-2015, pages from 51621 to 51642, being the Deed No-150203615 for the year 2015 has granted, sold, conveyed, assigned, assured and transferred his entire 00.44% share over the aforesaid 57 decimals of land which is equivalent to an area of 00.251 decimals of land out of which 00.189 decimals of land comprised in the R.S/L.R Dag No-366 in the L.R Khatian No-1973 corresponding to the Kri Khatian-109 and 00.062 decimals of land comprised in the R.S/L.R Dag No-369 in the L.R Khatian No-1973 corresponding to the Kri Khatian-109 at Mouza-Kaikhali, J.L No-05, P.S-Airport, Dist-North 24 Parganas unto and in favour of Khokon Mondal herein the First Party/Landowner No-4 absolutely and forever.

aforesaid 57 decimals of land which is equivalent to an area of 02.77 decimals of land out of which 02.09 decimals of land comprised in the R.S/LR Dag No-366 in the L.R Khatian No-325 & 2230 and 00.68 decimals of land comprised in the R.S/LR Dag No-369 in the L.R Khatian No-325 at Mouza-Kalkhali, J.L No-05, P.S-Airport, Dist-North 24 Parganas unto and in favour of Mr. Tutu Mondal herein the First Party/Owner No-7 and Md. Raja herein the First Party/Owner No-8 absolutely and forever.

[s]. ABSOLUTE SALE BY SAID JABBAR ALI MONDAL :- That said Jabbar Ali Mondal son of late Taser Ali Mondal and father of the said two minor namely Miss Zinus Mondal and Miss Zessy Mondal due to his aforesaid need of urgent money by a registered deed of sale registered at the office of the A.D.S.R Bidhannagar Salt Lake City, copied therein in the Book No-1, CD Volume No-12, pages from 1842 to 1858, being the Deed No-08314 for the year 2012 has granted, sold, conveyed, assigned, assured and transferred his entire 04.75% share over the aforesaid 57 decimals of land which is equivalent to an area of 02.70 decimals of land out of which 02.04 decimals of land comprised in the R.S/LR Dag No-366 in the L.R Khatian No-325 and 00.66 decimals of land comprised in the R.S/LR Dag No-369 in the L.R Khatian No-325 at Mouza-Kalkhali, J.L No-05, P.S-Airport, Dist-North 24 Parganas unto and in favour of Mr. Tutu Mondal herein the First Party/Owner No-7 and Md. Raja herein the First Party/Owner No-8 absolutely and forever.

[t]. ABSOLUTE SALE BY SAID RAHAMAN ALI MONDAL :- That said Rahaman Ali Mondal son of late Taser Ali Mondal by a registered deed of sale registered at the office of the A.D.S.R Bidhannagar Salt Lake City, copied therein in the Book No-1, CD Volume No-6, pages from 912 to 930, being the Deed No-01491 for the year 2014 has granted, sold, conveyed, assigned, assured and transferred his entire 04.75% share over the aforesaid 57 decimals of land which is equivalent to an area of 02.70 decimals of land out of which 02.04 decimals of land comprised in the R.S/LR Dag No-366 in the L.R Khatian No-325 and 00.66 decimals of land comprised in the R.S/LR Dag No-369 in the L.R Khatian No-325 at Mouza-Kalkhali, J.L No-05, P.S-Airport, Dist-North 24 Parganas unto and in favour of Khatemunnessa Bibi herein the First Party/Owner No-1 absolutely and forever free from all encumbrances.

[u]. ABSOLUTE SALE BY SAID NURJAHAN BIBI, KHODEJAN BIBI AND FATEMA BIBI:- That said Nurjahan Bibi, Khodejan Bibi and Fatema Bibi all are daughters of late Taser Ali Mondal jointly by a registered deed of sale registered at the office of the A.D.S.R Bidhannagar Salt Lake City copied therein in the Book No-1, CD Volume No-12, Pages from 1823 to 1841, being the Deed No-08313 for the year 2012 have granted, sold, conveyed, assigned, assured and transferred their entire shares collectively measuring about 07.11% share over the aforesaid 57 decimals of land

R.S/L.R Dag No-369 in L.R Khatian No-3258 at Mouza-Kaikhali, J.L No-05, P.S-Airport, Dist-North 24 Parganas unto and in favour of Bablu Mondal herein the First Party/Owner No-6 absolutely and forever.

[y]. **ABSOLUTE OWNERSHIP OF AJIJANNNESSA BIBI:** That said Ajijannnessa Bibi has thus become the absolute owners of 16.66% undivided share over the aforesaid 57 Decimals of Danga land comprised in the R.S/L.R Dag No-368 and R.S/L.R Dag No-369, under the L.R Khatian No-12 corresponding to the L.R Khatian No-325 at Mouza-Kaikhali, J.L No-05, P.S-Airport, Dist-North 24 Parganas absolutely and forever free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever.

[z]. **MOHAMMEDAN WASIYAT BY AJIJANNNESSA BIBI:-** That said Ajijannnessa Bibi daughter of late Taser Ali Mondal by a registered Wasiyat registered at the office of the District Registrar at Barasat, North 24 Parganas copied therein in the Book No-III, Volume No-9, Pages from 85 to 90, being the Deed No-167 for the year 1995 has bequeathed her entire 16.66% share over the aforesaid 57 decimals of Danga land which is equivalent to an area of 09.50 decimals land out of which 07.17 decimals comprised in the R.S/L.R Dag No-368 in L.R Khatian No-12 corresponding to the L.R Khatian No-325 and 02.33 decimals comprised in the R.S/L.R Dag No-369 in the L.R Khatian No-12 corresponding to the L.R Khatian No-325 at Mouza-Kaikhali, J.L No-05, P.S-Airport, Dist-North 24 Parganas unto and in favour her two sons namely Sk. Alauddin and Sk Aftabuddin alias Altapuddin absolutely and forever free from all encumbrances.

[z].i- **ABSOLUTE SALE BY SAID SK ALAUDDIN AND SK AFTABUDDIN ALIAS ALTAPUDDIN :-** That said Sk Alauddin and Sk Aftabuddin alias Altapuddin after death of their mother by a registered deed of sale registered at the office of the A.D.S.R Bidhannagar Salt Lake City copied therein in the Book No-1, Volume No-679, pages from 1 to 16, being the Deed No-11262 for the year 2006 have jointly granted, sold, conveyed, assigned, assured and transferred their aforesaid entire 16.66% share over the aforesaid 57 decimals of Danga land which is equivalent to an area of 09.50 decimals land out of which 07.17 decimals comprised in the R.S/L.R Dag No-368 in L.R Khatian No-12 corresponding to the L.R Khatian No-325 and 02.33 decimals comprised in the R.S/L.R Dag No-369 in the L.R Khatian No-12 corresponding to the L.R Khatian No-325 at Mouza-Kaikhali, J.L No-05, P.S-Airport, Dist-North 24 Parganas unto and in favour of Md. Salauddin absolutely and forever free from all encumbrances. That subsequently said Md. Salauddin has mutated his name in the L.R Khatian No-1636 in respect of the aforesaid share of land in the aforesaid plots.

[z].ii- **TRANSFER BY WAY OF GIFT :-** Said Md. Salauddin by a registered deed of gift registered at the office of the A.D.S.R Bidhannagar Salt Lake City copied therein in the Book No-1, Volume No-2,

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pages from 13701 to 13714, being the Deed No-01830 for the year 2008 has gifted his aforesaid entire 16.66% share over the aforesaid 57 decimals of Danga land which is equivalent to an area of 09.50 decimals land out of which 07.17 decimals comprised in the R.S/L.R Dag No-366 in L.R Khatian No-1636 corresponding to L.R Khatian No-12 corresponding to the L.R Khatian No-325 and 02.33 decimals comprised in the R.S/L.R Dag No-369 in the L.R Khatian No-1636 corresponding to L.R Khatian No-12 corresponding to the L.R Khatian No-325 at Mouza-Kaikhali, J.L No-05, P.S-Airport, Dist-North 24 Parganas unto and in favour of his minor son namely Md. Shaker absolutely and forever free from all encumbrances.

[z].iii- **DEMISE OF MD. SHAKER** :- That said Md. Shaker has died on 10th July, 2012 leaving behind him his mother Noor Jahan Begum, a brother namely Md. Saber and a sister namely Zenath Jahan as his only surviving legal heirs and successors who have inherited the aforesaid property of deceased Md. Shaker as per the Mohammedan Law of Inheritance and Succession. It is pertinent to mention here that father Md. Salauddin has already died on 01.01.2011.

[z].iv- **JOINT OWNERSHIP OF SAID NOOR JAHAN BEGUM, MD SABER AND ZEHATH JAHAN** :- That said Noor Jahan Begum wife of late Md. Salauddin, Md. Saber son of late Md. Salauddin from Noor Jahan Begum and Zenath Jahan daughter of late Md. Salauddin from Noor Jahan Begum has become the joint owners of aforesaid 16.66% share over the aforesaid 57 decimals of Danga land which is equivalent to an area of 09.50 decimals land out of which 07.17 decimals comprised in the R.S/L.R Dag No-366 in L.R Khatian No-12 corresponding to the L.R Khatian No-325 and 02.33 decimals comprised in the R.S/L.R Dag No-369 in the L.R Khatian No-12 corresponding to the L.R Khatian No-325 at Mouza-Kaikhali, J.L No-05, P.S-Airport, Dist-North 24 Parganas absolutely and forever free from all encumbrances.

[z].v- **DEMISE OF NOOR JAHAN BEGUM**:- Said Noor Jahan Begum has died intestate on 07.09.2013 leaving behind her said son namely Md. Saber and said daughter namely Mst. Zeenath Jahan as his only surviving legal heirs and successors who have inherited the property of said deceased Noor Jahan Begum as per the Mohammedan Law of Inheritance and Succession.

[z].vi- **ABSOLUTE JOINT OWNERSHIP OF MD SABER AND MST ZEENATH JAHAN** :- That said Md. Saber and Mst Zeenath Jahan have thus jointly become the owners of aforesaid 16.66% share over the aforesaid 57 decimals of Danga land which is equivalent to an area of 09.50 decimals land out of which 07.17 decimals comprised in the R.S/L.R Dag No-366 in L.R Khatian No-12 corresponding to the L.R Khatian No-325 and 02.33 decimals comprised in the R.S/L.R Dag No-369 in the L.R Khatian No-12 corresponding to the L.R Khatian No-325 at Mouza-Kaikhali, J.L No-05, P.S-Airport, Dist-North 24 Parganas, absolutely and forever free from all encumbrances.

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[55] iv. ABSOLUTE SALE BY MR SABER AND MRS. ZEENATH JAHAN :- That said Mr Saber by two registered deed of sale respectively registered at the office of the A.D.S.R Bidhannagar Salt Lake City, copied therein in the Book No-1, CD Volume No-1, Pages from 3625 to 3626, being the Deed No-65161 for the year 2013 and Book No-1, CD Volume No-15, Pages from 3680 to 3681, being the Deed No-65097 for the year 2013, has granted, sold, conveyed, assigned, assured and transferred his entire 11.17% share over the aforesaid 57 decimals of Danga land which is equivalent to an area of 56.33 decimals land out of which 54.77 decimals comprised in the R.S.L.R Dag No-366 in L.R Khata No-12 corresponding to the L.R Khata No-225 and 1.56 decimals comprised in the R.S.L.R Dag No-369 in the L.R Khata No-12 corresponding to the L.R Khata No-225 at Mouza-Kalithal, J.L No-05, P.S-Airport, Dist-North 24 Parganas unit and in favour of Mr. Tulu Mondal herein the First Party/Owner No-7 and Mr. Raja herein the First Party/Owner No-8 absolutely and forever free from all encumbrances and said Mrs. Zeenath Jahan by a deed of sale registered at the office of the A.D.S.R Bidhannagar Salt Lake City copied therein in the Book No-1, CD Volume No-15, Pages from 3673 to 3688, being the Deed No-65407 for the year 2013 have sold her entire 55.55% share over the aforesaid 57 decimals of Danga land which is equivalent to an area of 53.167 decimals land out of which 52.36 decimals comprised in the R.S.L.R Dag No-366 in L.R Khata No-12 corresponding to the L.R Khata No-225 and 0.777 decimals comprised in the R.S.L.R Dag No-369 in the L.R Khata No-12 corresponding to the L.R Khata No-225 at Mouza-Kalithal, J.L No-05, P.S-Airport, Dist-North 24 Parganas unit and in favour of Mr. Tulu Mondal herein the First Party/Owner No-8 absolutely and forever free from all encumbrances.

[56] ABSOLUTE OWNERSHIP OF ANJUMANNESSA BIBI :- That said Anjumannessa Bibi has thus become the absolute owners of 16.87% undivided share over the aforesaid 57 Decimals of Danga land equivalent to an area of 59.50 decimals of land out of which 57.17 decimal land comprised in the R.S.L.R Dag No-366 in the L.R Khata No-225 and 2.33 Decimals of land comprised in the R.S.L.R Dag No-369, in the L.R Khata No-225 at Mouza-Kalithal, J.L No-05, P.S-Airport, Dist-North 24 Parganas absolutely and forever free from all encumbrances, charges, liens, liabilities, claims and/or demands whatsoever.

[57] GIFT BY SAID ANJUMANNESSA BIBI:- That said Anjumannessa Bibi daughter of late Nazim Haque by a registered deed of gift registered at the office of the A.D.S.R Bidhannagar Salt Lake City, copied therein in the Book No-1, Volume No-1, pages from 205 to 222 being the Deed No-31 for the year 1991 has gifted her aforesaid entire 16.87% undivided share over the aforesaid 57 Decimals of Danga land equivalent to an area of 59.50 decimals of land out of which 57.17 decimals land comprised in the R.S.L.R Dag No-366 in the L.R Khata No-225 and 2.33 Decimals of land comprised in the R.S.L.R Dag No-369, in the L.R Khata No-225 at Mouza-Kalithal, J.L No-05,

P.S-Airport, Dist-North 24 Parganas unto and in favour of her five grandsons namely Abdul Gaffar Molla, Abdur Rahaman Molla, Abdur Rahim Molla, Abdul Karim Molla and Abdul Momin Molla absolutely and forever free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever. That subsequent to the aforesaid deed of gift said Abdul Gaffar Molla, Abdur Rahaman Molla, Abdur Rahim Molla, Abdul Karim Molla and Abdul Momin Molla have respectively mutated their names in the L.R Khatian No- 1412, 1413, 1414, 1415 & 1416 in respect of their aforesaid land in the said two plots.

[bb].i- ABSOLUTE SALE BY SAID ABDUL GAFFAR MOLLA, ABDUR RAHAMAN MOLLA, ABDUR RAHIM MOLLA AND ABDUL KARIM MOLLA :- That said Abdul Gaffar Molla, Abdur Rahaman Molla, Abdur Rahim Molla and Abdul Karim Molla jointly by a registered deed of sale registered at the office of the D.S.R-II, North 24 Parganas at Barasat, copied therein in the Book No- 1, CD Volume No-48, pages from 2424 to 2438, being the Deed No-13991 for the year 2010 have granted, sold, conveyed, assigned, assured and transferred 05.89% share out of 13.34% share over the aforesaid 57 decimals of land which is equivalent to an area of 03.35 decimals land out of which 02.53 decimals of land comprised in the R.S/L.R Dag No-366 in the L.R Khatian No- 1412, 1413, 1414 & 1415 corresponding to the L.R Khatian No-325 and 00.82 decimals of land comprised in the R.S/L.R Dag No-369 in the L.R Khatian No- 1412, 1413, 1414 & 1415 corresponding to the L.R Khatian No-325 at Mouza- Kalkhali, J.L No-05, P.S- Airport, Dist-North 24 Parganas unto and in favour of Kalim Khan and Sakil Khan absolutely and forever free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever.

[bb]. ii- ABSOLUTE SALE BY SAID KALIM KHAN ALIAS MOHAMMED KALIM KHAN ALIAS MD. KALIM KHAN AND SAKIL KHAN :- That said Kalim Khan alias Mohammed Kalim Khan alias Md. Kalim Khan by a registered deed of sale registered at the office of the A.D.S.R Bidhannagar Salt Lake City copied therein in the Book No-1, Volume No-1504-2020, pages from 67005 to 67030, being the Deed No-150401452 for the year 2020 and said Sakil Khan by a registered deed of sale registered at the office of the A.D.S.R Bidhannagar Salt lake City, copied therein the Book No-1, Volume No-1504-2020, pages from 65349 to 65374, being the Deed No-150401409 for the year 2020 sold their aforesaid shares jointly measuring 05.89% share over the aforesaid 57 decimals of land which is equivalent to an area of 03.35 decimals land out of which 02.53 decimals of land comprised in the R.S/L.R Dag No-366 in the L.R Khatian No- 1412, 1413, 1414 & 1415 corresponding to the L.R Khatian No-325 and 00.82 decimals of land comprised in the R.S/L.R Dag No-369 in the L.R Khatian No- 1412, 1413, 1414 & 1415 corresponding to the L.R Khatian No-325 at Mouza- Kalkhali, J.L No-05, P.S- Airport, Dist-North 24 Parganas unto and in favour Tutu Mondal

herein the First Party/Owner No-7 absolutely and forever free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever.

[bb].iii- ABSOLUTE SALE BY SAID ABDUL GAFFAR MOLLA, ABDUR RAHAMAN MOLLA, ABDUR RAHIM MOLLA AND ABDUL KARIM MOLLA :- That said Abdul Gaffar Molla, Abdur Rahaman Molla, Abdur Rahim Molla and Abdul Karim Molla jointly by a registered deed of sale registered at the office of the A.D.S.R Bidhannagar Salt Lake City copied therein in the Book No-1, Volume No-1504-2019, pages from 16555 to 16563, being the Deed No-150400391 for the year 2019 have granted, sold, conveyed, assigned, assured and transferred their remaining 07.45% share over the aforesaid 57 decimals of land which is equivalent to an area 04.25 decimals land out of which 03.20 decimals of land comprised in the R.S/L.R Dag No-366 in the L.R Khatian No- 1412, 1413, 1414 & 1415 corresponding to the L.R Khatian No-325 and 01.05 decimals of land comprised in the R.S/L.R Dag No-369 in the L.R Khatian No- 1412, 1413, 1414 & 1415 corresponding to the L.R Khatian No-325 at Mouza- Kalkhali, J.L No-05, P.S- Airport, Dist-North 24 Parganas unto and in favour of Md. Mozaffar Mondal herein the First Party/Owner No-2 and Firoj Mondal herein the First Party/Owner No-3 absolutely and forever free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever.

[bb].iv- ABSOLUTE SALE BY SAID ABDUL MOMIN MOLLA :- That said Abdul Momin Molla by a registered deed of sale registered at the office of the A.R.A-III, Kolkata copied therein in the Book No-1, Volume No. 1903-2019, pages from 44585 to 44613, being the Deed No-190300980 for the year 2019 has granted, sold, conveyed, assigned, assured and transferred their remaining 03.33% share over the aforesaid 57 decimals of land which is equivalent to an area 01.90 decimals land out of which 01.44 decimals of land comprised in the R.S/L.R Dag No-366 in the L.R Khatian No- 1416 corresponding to the L.R Khatian No-325 and 00.46 decimals of land comprised in the R.S/L.R Dag No-369 in the L.R Khatian No- 1416 corresponding to the L.R Khatian No-325 at Mouza- Kalkhali, J.L No-05, P.S- Airport, Dist-North 24 Parganas unto and in favour of Md. Mozaffar Mondal herein the First Party/Owner No-2 and Firoj Mondal herein the First Party/Owner No-3 absolutely and forever free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever.

[cc]. MUTATION :- Said Khalemunnessa Bibi herein the First Party/Owner No-1 has partly mutated her name in the L.R Khatian No-1972 & 2502 and said Mintu Mondal herein the First Party/Owner No-5 has mutated his name fully in the L.R Khatian No-2681 and said Tutu Mondal herein the First Party/Owner No- 6 has partly mutated his name in the L.R Khatian No-2167, 3151 & 3162 and Md Raja herein the First Party/Owner has mutated his name in L.R Khatian No-2168 at the office of the B.L & L.R.O Rajarhat, North 24 Parganas. It is pertinent to mention here that land remained as non

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mutated in the name of the respective First Party/Landowners are under procedure for mutation at the office of the B.L & L.R.O Rajarhat, North 24 Parganas.

[dd]. **ABSOLUTE JOINT OWNERSHIP OF SAID KHATEMOON NECHA BIBI, MD. MOZAFFAR MONDAL, FIROJ MONDAL, KHOKAN MONDAL, MINTU MONDAL, BABLU MONDAL, TUTU MONDAL, MD. RAZA HEREIN THE FIRST PARTY/OWNER :-** That said Khatemoon Necha Bibi, Md. Mozaffar Mondal, Firoj Mondal, Khokan Mondal, Mintu Mondal, Bablu Mondal, Tutu Mondal, Md. Raza herein the First Party/Owner have jointly owned, seized and possessed as per their respective shares ALL THAT a piece and parcel of a plot of land measuring about 57 (Fifty Seven) decimals out of which 43 (Forty Three) decimals of land classified as Danga but used as Homestead which includes a G+4 dwelling house each floor of which is measuring about 1400 Sq.ft comprised in the R.S/L.R Dag No-366 in the L.R Khatian No-1972, 2502, 2681, 3151, 3162, 2167, 2168, 325, 1412, 1413, 1414, 1415, 1416, 1968, 1969, 1970, 1971, 1973, 1974 & 2230 and 14 (Fourteen) decimals of land classified as Danga but used as Homestead comprised in the R.S/L.R Dag No-369 in the L.R Khatian No-1972, 2502, 2681, 3151, 3162, 2167, 2168, 1412, 1413, 1414, 1415, 1416, 1636, 1968, 1969, 1973 & 1974 at Mouza- Kaikhali, J.L No-05, within the Ward No-06 of the Bidhannagar Municipal Corporation, Dist-North 24 Parganas, Kolkata-700052 **AND TOGETHER WITH** its' all easement rights.

[ee]. **MUTATION :** [1]. That Khatemoon Necha Bibi mutated her name in the L.R Khatian No-1972, 2502 & 3278 in respect of her share of land in the R.S/L.R Dag No-366 comprising land area measuring 15.90 decimals more or less and a little bit and in the R.S/L.R Dag No-369 comprising land area measuring 05.20 decimals more or less and a little bit. [2]. That Md. Mozaffar Mondal mutated his name in the L.R Khatian No-3268 in respect of his share of land in the R.S/L.R Dag No-366 comprising land area measuring about 02.14 decimals more or less and a little bit and in the R.S/L.R Dag No-369 comprising area of land measuring 01.18 more or less and a little bit. [3]. Firoj Mondal mutated his name in the L.R Khatian No-3267 & 3277 in respect of his share of land in the R.S/L.R Dag No-366 comprising land area measuring 02.14 decimals more or less and a little bit and in the R.S/L.R Dag No-369 comprising area of land measuring about 01.18 decimal more or less and a little bit. [4]. Khokan Mondal has mutated his name in the L.R Khatian No-3285 in respect of his share in the R.S/L.R Dag No-366 comprising land area measuring 00.19 decimals and in the R.S/L.R Dag No-369 comprising land area measuring about 00.047 decimals more or less and a little bit. [5]. That Mintu Mondal has mutated his name in the L.R Khatian No-2681 in respect of his share in the R.S/L.R Dag No-366 comprising land area measuring about 02.68 decimals more or less and a little bit and in the R.S/L.R Dag No-369 comprising land area measuring 00.66 decimals more or less and a little bit. [6]. That Tutu Mondal has mutated his name in the L.R Khatian No-

2167, 3151, 3162 & 3258 in respect of his share in the R.S/L.R Dag No-366 comprising land area measuring 12.75 decimals and in the R.S/L.R Dag No-369 comprising land area measuring 03.42 decimals more or less and a little bit and [7]. Md Raja has mutated his name in the L.R Khatian No-2168 in respect of his share in the R.S/L.R Dag No-366 comprising 07.78 decimals more or less or a little bit and in the R.S/L.R Dag No-369 comprising land area measuring 02.32 decimals more or less or a little bit and process of Mutation is complied with by said Bablu Mondal herein the Landowner No-6 in respect of his aforesaid land from the L.R Khatian No-3258 belonged to the Landowner No-7 namely Tutu Mondal.

[ff]. CONVERSION : That the Landowners have duly converted their aforesaid entire land measuring about 57 decimals comprised in the R.S/L.R Dag No-366 and 369 to Bastu and have been possessing the same jointly free from all encumbrances, charges, liens, lispendens, claims and/or demands whatsoever.

[gg]. ABSOLUTE JOINT OWNERSHIP OF SAID KHATEMOON NECHA BIBI, MD. MOZAFFAR MONDAL, FIROJ MONDAL, KHOKAN MONDAL, MINTU MONDAL, BABLU MONDAL, TUTU MONDAL , MD. RAZA HEREIN THE FIRST PARTY/OWNER :- That said Khatemoon Necha Bibi, Md. Mozaffar Mondal, Firoj Mondal, Khokan Mondal, Mintu Mondal, Bablu Mondal, Tutu Mondal , Md. Raza herein the First Party/Owner have jointly owned, seized and possessed as per their respective shares ALL THAT a piece and parcel of a plot of land measuring about 57 (Fifty Seven) decimals out of which 43 (Forty Three) decimals of land classified as Bastu which includes a G+ 4 dwelling house each floor of which is measuring about 1400 Sq.ft comprised in the R.S/L.R Dag No-366 in the L.R Khatian No-1972, 3278, 2502, 3268, 3267, 3277, 3285, 2681, 2167, 3151, 3162, 3258 & 2168 and 14 (Fourteen) decimals of land classified as Bastu comprised in the R.S/L.R Dag No-369 in the L.R Khatian No-1972, 3278, 2502, 3268, 3267, 3277, 3285, 2681, 2167, 3151, 3162, 3258 & 2168 at Mouza- Kaikhali, J.L No-05, within the Ward No-06 of the Bidhannagar Municipal Corporation, Dist-North 24 Parganas, Kolkata-700052 **AND TOGETHER WITH** its' all easement rights more fully described in the **FIRST SHCEDULE** hereunder written and hereinafter for the sake of brevity referred to as the said **ENTIRE PREMISES** or **SAID PREMISES**.

3). That the Owner have decided and agreed to cause construct and erect as per its aforesaid building sanction plan one house building on its said land measuring 57 Decimals more or less equivalent to 24870 sq. ft which is absolute contiguity with the said Entire Premises, has approached the Developer for constructing their desired house building project on the Said Premises.

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4). That the parties had thereafter negotiated and agreed to the terms and conditions of the said development.

5). That the parties have agreed to record the terms and conditions agreed to by and between themselves as stated hereunder.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

ARTICLE I-DEFINITIONS

In this Agreement unless the context otherwise permits the following expressions shall have the meaning assigned to them as under:

- i) **ARCHITECT** shall mean any person who may be appointed by the Developer for designing and planning of the said Housing project.
- ii) **ADVOCATE** shall mean a proficient Solicitor and Advocate of the Developer namely Sk. Mehbubur Rahman and his law firm namely National Law Firm having its office at 1405/1406, Rajarhat Main Road, Ground Floor, New Town Metro Plaza, Alghara, P.O- Rajarhat Gopalpur, P.S- Baguiati, Distt- North 24 Parganas, Kolkata-700136.
- iii) **ASSOCIATION** shall mean any Association or Ad Hoc Committee or Holding Organization or Registered Society that may be formed by the Seller for the common purpose having such rules or regulations and restriction as maybe deemed proper and necessary by the Seller in its sole discretion.
- iv) **AUTHORITY OR AUTHORITIES** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rules or regulation making entity having or purporting to have jurisdiction on the behalf of the Government of India or any State or other Subdivision thereof or any municipality, district or other subdivision thereof and any other municipal/local authority having jurisdiction over the Premises.
- v) **BUILDING/BUILDINGS** shall mean block wise four multi-storied and/or building to be constructed erected and completed at the said Premises in accordance with the Plan to be sanctioned by the authorities concerned and to comprise in the said Housing



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project with such modification and/or alterations as may be deemed necessary by the Architect of the said project Building comprising of various flat/unit/apartment, constructed spaces and car parking spaces capable of being held and/or enjoyed independent of each other, each building comprising of various self contained flats units, apartments, constructed spaces and car parking spaces to be ultimately held and/or enjoyed by various persons on ownership basis. It is further clarified that out of said four multistoried buildings, two multi storied buildings shall be in front of the existing road where part of the ground floors shall consist of 14 (Fourteen) shops and 50% of the First Floors shall consist commercial units.

- vi) **COMMON PARTS AND PORTION** shall be such as shall be determined by the Developer & Landowners jointly upon completion of the New Building and/or building and/or Housing project.
- vii) **COMMON FACILITIES AND AMENTIES** shall mean and include corridors, hallways, stairways, passageways, lift shafts, drive ways, driveways, common lavatories, generator, generator room and lighting for common spaces, Pump Room, Tube well, overhead water tank, pump and motor room and other facilities like gym, children garden etc as shall be provided for common use.
- viii) **SPECIFICATION OF THE RESIDENTIAL PART OF THE BUILDING** shall mean and include the manner of construction of the residential part of the building and the materials to be used to make the units habitable in nature which are morefully written and described in the **PART -I of the SECOND SCHEDULE** of this agreement.
- ix) **SPECIFICATION OF THE COMMERCIAL PART OF THE BUILDING** shall mean and include the manner of construction of the commercial part of the building and the materials to be used to make the units habitable in nature which are morefully written and described in the **PART -II of the SECOND SCHEDULE** of this agreement.
- x) **CONSENTS** shall mean the planning permission and all other consents, licenses, permission and approvals (whether statutory or otherwise) necessary or desirable for carrying out, completion use and occupation of the Development and the New Building and/or Building.

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- xi) **DEVELOPMENT AGREEMENT** shall mean this Agreement executed on the abovementioned date.
- xii) **DEVELOPER** shall mean the said **M/S AIRLIFT DEVELOPERS** and shall mean and include the present partners and/or those who may be taken in and admitted as partner or partners and/or those who may carry on the business of **M/S AIRLIFT DEVELOPERS** and its legal representatives, executors, administrators and assigns.
- xiii) **DEVELOPMENT COSTS** shall mean the entire gamut of expenditure which shall be include all expenditure incurred on Land Development Costs, Land Leveling Costs by demolishing the kancha structure on the Land, Site expenses , Out of pocket expenses, Other incidental expenses, Development of Infrastructure, Development of internal passages, Costs of drainage and sewerage , Expenses relating to transformer and cable, Cost on Construction of buildings, any amenities and/or facilities for benefit of the project, site overhead expenses including salary etc including site staff, the fees and expenses of any agents, surveyors, architects, design consultants, lawyers, engineers, supervisors, accountant , excess fees and other professional employed in connection with the carry out of the development and consultant fees , permission and license fees , sanctions fees , letting and disposal including agents fees and commission both present or prospective, insurance premium , taxes payable , and promotional and including cost incurred or to be incurred for Mutation and conversion of the land in the office of BL & LRO and Municipality , construction of Boundary wall etc.
- xiv) **ENTIRE PREMISES** shall mean **ALL THAT** a piece and parcel of a plot of land measuring about 57 (Fifty Seven) decimals out of which 43 (Forty Three) decimals of land classified as Bastu which includes a G+ 4 dwelling house each floor of which is measuring about 1400 Sq.ft comprised in the R.S/L.R Dag No-366 in the L.R Khatian No-1972, 3278, 2502, 3268, 3267, 3277, 3285, 2681, 2167, 3151, 3162, 3258 & 2168 and 14 (Fourteen) decimals of land classified as Bastu comprised in the R.S/L.R Dag No-369 in the L.R Khatian No-1972, 3278, 2502, 3268, 3267, 3277, 3285, 2681, 2167, 3151, 3162, 3258 & 2168 at Mouza- Kaikhali, J.L No-05, within the Ward No-06 of the Bidhannagar Municipal Corporation, Dist-North 24 Parganas, Kolkata-700052 **AND TOGETHER WITH** its' all easement rights fully and particularly mentioned and

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described in the **FIRST SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the said entire premises

- xv) **FLATS/UNITS/APARTMENTS** shall mean the various flats, units, apartments constructed spaces and car parking spaces to be comprised in the several blocks and/or building of the Housing project and to be substantially for resident and/or commercial purposes to be ultimately held and/or owned by various person on ownership basis.
- xvi) **HOUSE BUILDING PROJECT** shall mean the Housing project to be undertaken by construction erection and completion of new building and/or building at the said Premises as defined hereinafter and to be ultimately transferred to various intending purchasers on ownership basis.
- xvii) **INTENDING PURCHASERS** shall mean the persons intending to acquire the various flats, units, apartments, constructed completion of new building and/or buildings at the said Property as defined hereinafter and to be ultimately transferred to various intending purchasers on ownership spaces and car parking spaces on ownership basis.
- xviii) **FIRST PARTY/OWNER** shall mean the parties hereto of the One Part and shall include any modifications and/or successors and the legal representative, Attorney assigns and/or nominees.
- xix) **PLAN** shall mean the Plan to be sanctioned by the authorities concerned and include any modifications and/or alteration made thereto from time to time and the C.C Plan on completion of the construction of the Building project together with the completion certificate issued from the competent authority.
- xx) **PROFESSIONAL TEAM** shall mean the Architect, Structural Engineers, Mechanical and/or Electric Engineers, Surveyors and/or such other professional engaged and/or contacted by Developer from time to time.
- xxi) **SAID PREMISES** shall at present mean then entirety of the constructed area forming part of the said Housing Project and owned by the First Party/ owner containing by

estimation an area of 57 Decimals equivalent to 24870 sq. ft. (more or less) being within the local limits of Bidhannagar Municipal Corporation in the District of North 24 Parganas more fully described in the FIRST SCHEDULE hereunder written.

- xxii) **ALLOCATION** shall mean the respective ratio of shares of the First Party/Owner and the Developer over the salable area of the proposed building on its completion of construction as and by way of flats, units, apartments and spaces and car parking as agreed and recorded below in this Agreement.
- xxiii) **SERVICES** shall mean the supply to and installation on the property of electricity, water, telecommunications, drainage and other services.
- xxiv) **SINKING FUND** shall mean the fund to be paid and/or contributed by each of the flat Owner including the Purchasers herein towards maintenance fund which shall be held by the Developer/Seller and after the said new building is completed and possession is made over and upon formation of Association the said amount shall be transferred by the Developer/Seller to such Association.
- xxv) **TRANSFER** with its grammatical variation shall include transfer by possession and by any other means lawfully adopted for effecting what is understood as a transfer of space in a multi-storied building to the purchasers thereof.
- xxvi) **REVENUE** shall mean the amount received from the Intending purchaser(s) by the Second Party/Developer but will not include any amount received by the Developer towards:
 - a. Any service tax, VAT, GST or any other present or future taxes/cess or any other statutory or government levies or fees/ charge on development, construction or sale/transfer of any Units or otherwise on the Housing Project;
 - b. Any electric/water or any other utility deposits;
 - c. Any moneys collected/received from the Intending Purchaser(s) for providing facilities / utilities including electricity, water, club amenities/ equipments etc;

- d. Any monies collected towards maintenance and/or contribution toward corpus fund, any amount received from the prospective Purchaser towards legal charges, share money, society membership fees, stamp duty, registration fee, documentation charges for transfers of Unit(s) and other incidental and allied costs, expenses, of all deeds, documents, agreement, collected from Intending Purchasers;
- e. All fitment charges, furniture, machineries, equipment, furnishing, tools, etc. to be provided to Institutional Unit;
- f. Any grants and/or subsidies to be received for or in connection or in relation with the Development Work of the Project from the Authorities concerned under any Government or Statutory Scheme; and
- g. Any payment which may be specifically stated elsewhere in the Agreement to be solely realized and appropriated by the Developer;

And accordingly any such amounts received and collected by Developer at (a) to (g) shall not be shared with the Owner.

ARTICLE II- INTERPRETATIONS

2.1 In this Agreement save to the extent that the context otherwise so requires:

- a. Any reference to any act of central or state legislature whether general or specific shall include any modification, extension or re-enactment of it for the first time being in force and all instruments, orders, plans, regulations, bye laws, permissions or directions any time issued under it.
- b. Reference to any agreement, contract, deed or documents shall be constructed as a reference to it as it may have been or may from time to time be amended, varied, altered, supplemented or notated.
- c. An obligation of the Developer in this Agreement to do something shall include an obligation to procure that same shall be done and obligation on its part not to do something shall include an obligation not to permit, or allow the same to be done.

- d. Words denoting one gender shall include other gender as well.
- e. Words denoting singular number shall include the plural and vice versa.
- f. A reference to a statutory provision includes reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instrument or orders made pursuant thereto.
- g. Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made in this Agreement from time to time in force.
- h. The heading in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- i. The Schedule shall have effect and to be construed as an integral part of this Agreement.

ARTICLE III-PRELIMINARY EXPENSES/PRE DEVELOPMENT COSTS

3.1 At or before execution of this Agreement and in contemplation of the execution of the Development Agreement.

- i) Appointment of the Architect,
- ii) Architect's fees,
- iii) Soil Testing,
- iv) Preparation of the Plan,
- v) Various other preliminary expenses in connection with undertaking the said Housing project,

The amount so incurred by the Developer shall form part of the Development Costs and the Developer will not be entitled to claim reimbursement of such expenses.

ARTICLE IV – REPRESENTATIONS AND WARRANTIES BY THE FIRST PARTY/OWNER

4.1 At or before execution of this Agreement the First Party/Owner represented and assured the Developer as follows:-

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- i) That the said entire premises belongs to the First Party/Owner alone and expecting First Party/Owner herein, nobody else has right, title, interest, claim or demand into or upon the said Premises or any part or portion thereof.
- ii) That the said entire premises of land is free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever.
- iii) That the First Party/Owner have a marketable title in respect of the said Premises
- iv) That the First Party/Owner are legally competent to enter into the Agreement.
- v) That all municipal rates taxes and other outgoing payable in respect of the said entire premises upto the date of execution of this Agreement shall be paid borne and discharged by the First Party/Owner.
- vi) The First Party/Owner are in the peaceful and absolute possession of then said entire premises.
- vii) That after completion of the construction and/or or during the course of construction work if any unit, apartment, flat and car parking spaces (part of the Building(s)) is sold to the purchaser(s) from the share of the Second Party/Developer and then at the request of the Second Party/Developer, the First Party/Owner shall sing and execute respective deed of conveyance(s) along with the Developer being the Sellers un to and in favour of the said intended purchaser(s).
- viii) That the First Party/Owner shall execute one registered Development Power of attorney vesting several kind of powers including the power to cause transfer the share of the Second Party/Developer or its part as and by way unit, flats, apartments, car parking (part of the Building) together with undivided and proportionate share over the all common space and amenities of the building and over the land un to and in favour of the Second Party/Developer who shall then be solely and on behalf of the First Party Land owner being his attorney entitled to cause transfer of the absolute right, title and interest of the said unit, flats, apartments, car parking spaces together with undivided and proportionate share over the all common space and amenities of the building and over the land unto and in favour of the intending purchaser(s) against its desired and determined consideration.

ARTICLE V- PRESENTATIONS AND WARRANTIES BY THE DEVELOPER

The Second Party/Developer has represented and warranted to First Party/Owner that the Developer is established in the business of construction and development of real estate and has sufficient infrastructure and expertise in this field.

ARTICLE VI - COMMENCEMENT AND DURATION

- 6.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effects from 29th day of September, 2022 (hereinafter referred to as the **COMMENCEMENT DATE**).
- 6.2 Unless terminated and/or determined by the parties hereto by mutual consent in writing, this agreement shall remain in full force and effect until such time the said housing project is completed.

ARTICLE VII- PLAN:

It shall mean the Building Sanction Plan to be approved by the Bidhannagar Municipal Corporation and/or any competent authority and its any renewal and/or modification from the competent authority of the Municipal Corporation and

- 7.1 The expression "Plan" shall mean and include all modification and/or alterations made thereto from time to time and also include the CC Plan along with Completion certificate.
- 7.2 The Developer shall be entitled to and is hereby authorized to amend and/or alter and/or modify the said Plan and the Owner hereby consent to the same.
- 7.3 All the expenses for its renewal and/or modification and/or alterations if made shall be paid and borne by the Developer herein.

ARTICLE VIII- DEVELOPMENT RIGHT AND LIABILITIES

8.1 Subject to the terms and conditions herein contained and subject to the developer agreeing to undertake construction of a new project comprising of block wise new building and/or buildings at the said premises and to incur all costs charges and expenses in connection therewith, the Owner have jointly agreed to grant the exclusive right of development in respect of the said Housing Project unto and in favor of the Developer herein and in connection therewith the Developer shall be entitled to act and is hereby authorized:

- i) Apply for and obtain all consents approvals and/or permission as maybe necessary and/or required for undertaking development of the said Premises.
- ii) Take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the Premises or any adjoining or

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neighboring premises and which need to be diverted as a result of the Development.

- iii) Install all electricity and other connections.
- iv) Serve such notices and enter into such agreement with statutory or other companies as may be necessary to install services
- v) Give all necessary or usual notices under any statute affecting the demolition and clearance of the premises and the development, give notices to all water, electricity and other statutory authorities as may be necessary in respect of development of the said Premises and pay all costs, fees and outgoing incident to or consequential on, any such notice and indemnify and keep indemnified the Owner from and all costs charges claims actions suits and proceedings
- vi) Remain responsible for due compliance with all statutory requirement whether local, state or central and shall also remain responsible for any deviation in construction which may be not be in accordance with the Plan and has agreed to keep the Owner saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.
- vii) Remain responsible for any accident taking place while undertaking construction and completion of the said new building and/or building and/or Housing project in accordance with the Plan and has agreed to keep the Owner saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.
- viii) Comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of the development.
- ix) Comply and/or procure compliance with, all statutes and any enforceable codes of practice of the Municipal or other authorities affecting the Premises or the development.
- x) Take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts deeds and things required by any statute and comply with the lawful requirement of all the authorities for the development of the said Premises.

- xi) Incur all costs charges and expenses for the purpose of constructing erecting and completing the said Housing Project in accordance with the Plan with any and all modifications and/or alterations to be made thereto from time to time and sanctioned by the authorities concerned.
- xii) Make proper provision for security of the premises during the course of development
- xiii) Not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Premises or any part or portion thereof.
- xiv) Not to expose the owner to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as maybe necessary and/or required for the purpose of the construction erection and completion of the said project.
- xv) To remain solely liable and/or responsible for all acts deeds matters and things for undertaking the said housing project in accordance with the Plan and to pay perform and observe all the terms conditions covenants and obligations on the part of the Developer to be said performed and observe.

7.1.1 For the purpose of the development of the said project the Developer has agreed:

- i) To appoint its own professional team for undertaking development of the said properties:-
 - a) To take all necessary action to enforce the due, proper and prompt perforce and discharge by the other parties of its respective obligations under the building contract, any sub contracts or agreements with the Development and the appointments of the member of its Professional Team and the Developer shall itself diligently observe and perform its obligation under the same.
- ii) Has used and/or shall continue to use all responsible skill and care in relation to the development, to the co-ordination management and supervision of the Building Contractor and the Professional Team, to selection and preparation of all necessary performance specifications and requirements and to design of the Development for the purpose for which is to be used.

- iii) The approved plans have been and will be prepared competently and professionally so as to provide for a building a free from any design defects and fit for the purpose for which is to be used and the Premises is fit for the carrying out of the development.
- iv) To commence and proceed diligently to execute and complete the development:
 - A. In a good and workman like manner with good quality of materials of their several kinds free from any latent or inherent defect (whether of design, workmanship or material) to the reasonable satisfaction of the Owner.
 - B. In accordance with the Plan , Planning Permissions and all planning permissions which may be granted for then development , the consents, any relevant statutory requirement and building regulations, the requirements of any statutory or other competent authority and the provision of this agreement.
 - C. The Developer shall use its best endeavors to cause the Development to be practically completed in accordance with the provisions of this Agreement.

ARTICLE IX- OWNER'S OBLIGATIONS

9.1 The First Party/Owner have agreed:

- i) To co-operate with the Developer in all respect for development of the said Housing Project in terms of this agreement, lawfully.
- ii) To execute all deeds, documents and instruments as may be necessary and/or required from time to time.
- iii) For the purpose of obtaining all permissions for renewal and/or modification and/or alteration of the Said Plan to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the New Building and/or Building in accordance with the said Plan.
- iv) The Owner shall grant one registered Development Power of Attorney in favor of the Developer or its nominee and/or nominees to enable the Developer to:
 - A. Obtain all permissions approvals, sanctions, renewal, modification and/or alteration of said plan and/or consents as

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may be necessary and/or required including permission from the Fire Department, Police and other authorities.

- B. Appoint Architect, Engineers, Contractors, Professional Team and other agents.
- C. Do all acts deeds and things for the purpose of giving effects to this agreement.
- D. Execute the Deed of conveyance in respect of all units, flats, apartments, car parking spaces together with the undivided proportionate share in the land attributable to the saleable flats, units lying with the Developer's allocation in favour of the Intending Purchases acquiring flats, units, apartments, constructed spaces and car parking spaces in the said Premises.

9.2 The Owner have agreed and have covenanted with the Developer that during the continuance of this Agreement they will not create any interest to any third party therein and in the event of there being any defect in title it shall be the obligation and responsibility of the Owner to remedy and/or cure such defects at their own cost and shall keep the Developer and/or its partners saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings including litigation costs.

9.3 The Owner agree that they will not transfer or assign the benefits of this Agreement to any other person and/or persons without the consent of the Developer in writing.

ARTICLE X- DEVELOPMENT COSTS

11.1 The Developer shall incur all development costs including all costs, fees and expenses wholly and exclusively expended or incurred including, without limitation, the item listed below:

- i) The proper costs of obtaining planning permissions in respect of the development (including fees of the architects surveyors or consultants relating thereto) together with planning and building regulation fees, fees payment to statutory undertakers and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any legislature of similar nature
- ii) The proper costs of investigations, surveys, and tests in respect of soil, drains, structures and rights of light.
- iii) The proper costs to be incurred and/or payable to architect, surveyors, engineers, quantity surveyors or other engaged in respect of the development.

- iv) The proper costs and expenses payable to for marketing, editor and/or selling the Development including any advertising, research and other marketing costs.
- v) All rates, water rates, or any other outgoing or impositions lawfully assessed in respect of the Premises or on the Owner or occupiers of it in respect of the Development and all costs of maintain and repairing the Development in so far as in all such cases the responsibility therefore is not assumed by or recoverable from third party.
- vi) All other sums properly expended or incurred by the Developer in relation to carrying out the completion of the Development.
- vii) All proper costs and interests and other costs payable by the Developer for undertaking development of the said project.

ARTICLE XI- CONSTRUCTION, ERECTION AND COMPLETION

11.1 The Owner hereby covenant with the Developer that the owner are presently residing in the aforesaid Four Storied building which they shall demolish within 45 days from the date of intimation for demolition by the Developer provided the Developer herein shall deliver part of their allocation to the Owner and save and except the said possession over the four storied building, the Owner in complete vacant possession of the rest land of the said premises and/or the said Property.

11.2 The Owner have agreed to grant power to the developer to enter upon the said Property. The Developer shall undertake development of the said Housing Project in accordance with the said plan sanctioned by the authorities concerned with any modifications and/or alteration made thereto from time to time and unless prevented by circumstances beyond its control the Developer shall cause the said Housing project i.e. the new building and/or building to be constructed on the said Premises with such specifications within a period of 48(Forty Eight) months from the date of execution of this Development Agreement together with a grace period of 180 days (hereinafter referred to as the **COMPLETION DATE**) and/or mutually agreed in between the parties to this development agreement.

11.3 Immediately after execution and registration of this deed of development agreement and other permission for undertaking construction is obtained the Developer shall

- i) Immediately commence and/or proceed diligently to execute and complete the development.

- ii) Proceed diligently and execute and complete the development in a good and workmanlike manner with good quality materials and/or as maybe recommended by the Architect free from any latent or inherent defect
- iii) Execute and complete the development in accordance with the approved plan and shall comply with the requirement of any statutory or other competent authority and the provision of this agreement.

11.4 The said specification may be altered as may be recommended by the Architect and shall be substituted with specifications of comparable quality.

ARTICLE XII- REFUNDABLE SECURITY DEPOSIT

12.1 A sum of Rs.1,77,53,799/- (Rupees One Crore Seventy Seven Lakhs Fifty Three Thousand Seven Hundred and Ninety Nine) only paid to the First Party/Owner No-7 and a sum of Rs.10,00,000/- (Rupees Ten Lakhs) only paid to the First Party/Owner No-3 and Rs.10,00,000/- only out of Rs.20,00,000/- only paid to the First Party/Owner No-8 and balance Rs.10,00,000/- only as to be payable by the Developer to the First Party/Owner No-8 on completion of 4th floor roof casting, in total Rs.2,07,53,799/- (Rupees Two Crores Seven Lakhs Fifty Three Thousand Seven Hundred and Ninety Nine) only shall be the security deposit which shall not in any case carry any interest upon refund to the Developer by means to be fixed and settled later.

ARTICLE XIII- SHARE BAND DISTRIBUTION

13.1 a). That it is agreed between the Owner and the Developer that the defined allocation arising out of such total saleable space of the building upon its completion of construction shall be shared between the Owner and the Developer respectively by 45% share and 55% share. That is meaning that the First Party/Owner shall be entitled to get and or achieve 45% share over the total saleable space of the entire house building project and the Developer shall be entitled to get or achieve 55% share over the total saleable space of the entire house building project and the possession of the allocation of the Owner shall be delivered by the Developer by issuing respective possession letter to the Owner.

The aforesaid share of the First Party/Owner shall be allocated in the following manner:-

- 1). 45% share over the saleable area of the Ground Floor of the Commercial Part of each four block/building of the House Building Project and 45% share over the saleable area of the Car Parking space of the House Building Project

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- 2) The Entire saleable area of the First Floor of each four blocks/buildings of the House Building Project.
- 3) Two Flats facing Road Side from the Second Floor of the Front Blocks of the House Building Project.
- 4) Four Flats facing Road Side from the Third Floor of the Front Blocks of the House Building Project.
- 5) One Flat facing Road Side from the Fourth Floor of any of the Front Block of the House Building Project.
- 6) That after calculating the measurement of the saleable area of the aforesaid units, if there be any saleable area is found to be receivable as per the aforesaid ratio of 45% share of the landowner, then such receivable area and/or balance area shall be allocated to the Owners by the Developer as per the choice of the Developer.

The aforesaid share of the Second Party/Developer shall be allocated in the following manner

- 1) 55% share over the saleable area of the Ground Floor of the Commercial Part of each four block/building of the House Building Project and 55% share over the saleable area of the Car Parking space of the House Building Project.
- 2) That save and except the allocated portion of the Landowners on the Second Floor of the House Building Project, remaining saleable area of the Second Floor of the each Blocks of the House Building Project as and by way of Flats.
- 3) That save and except the allocated portion of the Landowners on the Third Floor of the House Building Project, remaining saleable area of the Third Floor of the each Blocks of the House Building Project as and by way of Flats.
- 4) That save and except the allocated portion of the Landowners on the Fourth Floor of the House Building Project, remaining saleable area of the Fourth Floor of the each Blocks of the House Building Project as and by way of Flats.

13.2 It is agreed between the parties that the Second Party/Developer is entitled to sale its allocated share or its part thereof as and by way of Flat/Unit/Apartment/Spaces to its purchaser or purchasers where the First Party/Owner herein shall not make any objection but shall co operate with the Developer by signing and executing any papers and/or documents as would

be required for such transfer, AND on the other hand it is also agreed between the parties that the First Party/Owner are also individually entitled to sale his/their allocated share or its part thereof as and by way of Flat/Unit/Apartment/Spaces to their purchaser or purchasers where the Developer herein shall not make any objection but shall co operate with the First Party/Owner by issuing respective possession letter of their saleable area as and by way of Flat/Unit/Apartment/Space and shall also sign and execute any other papers and/or documents as would be required for such transfer.

13.3 MARKETING:- a). The Developer shall be entitled to and is hereby authorized to

- i) Appoint brokers and other agents for promoting the sale and transfer of the various flats, units, apartment, other constructed spaces and car parking spaces from the aforesaid allocation of the Developer only.
- ii) To work out the strategy for promoting sale of Developer's allocation in consultation with the owner.
- iii) To negotiate with intending purchasers for sale and transfer of the various flats units apartment constructed spaces and car parking spaces from the Developer's allocation only on such terms and conditions as agreed to between the Owner and the Developer.

b). The First Party/Owner shall be entitled to and is hereby authorized to

- i). Appoint brokers and other agents for promoting the sale and transfer of the various flats, units, apartment, other constructed spaces and car parking spaces from the aforesaid allocation of the First Party/Owner only.
- ii). To work out the strategy for promoting sale of Owner's allocation in consultation with the Developer.
- iii). To negotiate with intending purchasers for sale and transfer of the various flats units apartment constructed spaces and car parking spaces from the Owner's allocation only on such terms and conditions as agreed to between the Owner and the Developer.

ARTICLE XV-RATES & TAXES:

14.1 All rates taxes and other outgoing including Khazana (hereinafter referred to as the RATES & TAXES) payable in respect of the said Property will be paid borne and discharged by the

developer till completion of the Housing Project since execution of this development agreement.

ARTICLE XVI- BREACHES AND CONSEQUENCES THEREOF

15.1 None of the parties shall be entitled to cancel and/or rescind this Agreement and in the event of any default on the party (hereinafter referred to as **DEFAULTING PARTY**) the other party shall be entitled to sue the party in default for specific performances of this agreement and for other consequential reliefs **IT BEING EXPRESSLY AGREED AND DECLARED** that it is the intention of the parties hereto the Developer shall develop the said premises under the terms of this contract and do business by selling its allocated share by providing and delivering peaceful possession of the allocated share of the First Party/Owner within the aforesaid period of this development agreement by issuing possession letter respectively to the First Party/Owner. However, in the event the parties shall first refer all such disputes and differences to arbitration in the manner as hereinafter appearing before initiating legal proceedings.

ARTICLE XVII- RULES AND REGULATION FRAMED BY DEVELOPER TILL FORMATION OF ASSOCIATION / SOCIETY/SYNDICATE/COMPANY.

16.1 The Developer shall be entitled to frame necessary rules and regulation for the purpose of regulating the user of the various units of the said project and each of the persons intending to and/or acquiring a unit/space in the said project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on the account of the maintenance charges to the maintenance company till such time the such Society/Syndicate/Association/Company is formed.

ARTICLE XVIII- HOUSING ORGANISATION

17.1 After completion of the said Housing project or so soon thereafter the Developer shall cause a Society/Syndicate/Association/Company/ Adhoc Committee to be formed for the purpose of taking over of the common parts and portions and also for the purpose of rendition of the common of the common services and each of the person acquiring a unit/space in the said new building and/or project shall be bound to become a member of such Holding Organization.

17.2 In the event of the control of the common parts and portions and the obligation of renditions of common services being entrusted by the Developer to any Facility Management Company each of the persons acquiring a unit/space in the said new building and/or project shall be liable and

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unconditionally agrees to make payment of the proportionate share of the maintenance charges to such Management Company without raising any objection whatsoever or howsoever.

ARTICLE XIX-FRAMING RULES FOR ASSOCIATION/ADHOC COMMITTEE

18.1 The Developer shall be entitled to frame necessary rules and regulations for the purpose of regulating the user of the various units and/or the common parts and portions forming part of the said project and each of the persons intending to and/or acquiring a unit/space in the said project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of maintenance charges to the maintenance company till such time the Holding Organization/Association/Adhoc Committee.

ARTICLE XX- FORCE MAJEURE

19.1 Force majeure shall mean and include an event preventing either party from performing any or all of its obligations under this agreement, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the responsible control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormal inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic, pandemic and endemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permission or sanctions for reason outside the control of either party) or any relevant Government or Court orders.

19.2 If either party is delayed in, or prevented from, performing any of its obligations under this agreement by any event of Force Majeure, that the party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure, during the continuance thereof, and for such time after the cessation, as is to perform its obligations. Neither the Owner nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither the Owner nor the Developer shall be deemed to have defaulted in the performances of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this agreement for the performance

of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

19.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of continuance of the event of Force Majeure.

ARTICLE XXI – CONFIDENTIALITY

20.1 Confidential Information shall mean and include all trade secrets, business plans and other information relating to (whether directly or indirectly) the businesses thereof (including, but not limited to, the provision of this Agreement) and in whatever form, which is acquired by, or disclosed to, the other Party pursuant to this Agreement.

20.2 In consideration of Confidential Information of each Party (Disclosing Party) being made available to the other Party (Receiving Party) under this Agreement, the Receiving Party shall at all times:

- a. Treat all such Confidential Information as secret and confidential and take all necessary steps to preserve such confidentiality.
- b. Not use any Confidential Information other than for the purpose of performing its obligations under this Agreement and in particular, not to use or seek to use such Confidential Information to obtain (whether directly or indirectly) any commercial, trading or other advantage (whether tangible or intangible) over the Disclosing Party.
- c. Not disclose such Confidential Information to anyone other than with the prior written consents (such consents to be granted or withheld at the Disclosing Party's absolute discretion) of the Disclosing Party.
- d. Not make any copies of any such Confidential Information (including, without limitation, any document, electronic file, note, extract, analysis or any other derivation or ways of representing or recording any such Confidential Information) without Disclosing Party's prior written consents (such consents to be granted or withheld at the Disclosing Party's absolute discretion).
- e. Upon written request by the Disclosing Party, promptly deliver to the Disclosing Party or the direction of the Disclosing Party, destroy, all materials containing any such (such consents to be granted or withheld at the Disclosing Party's absolute discretion) and all copies, extract or reproduction of it (as permitted



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under this Agreement) and to certify compliance to the Disclosing Party in writing.

ARTICLE XXII – ENTIRE AGREEMENT

21.1 This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreement between Parties, oral or implied.

ARTICLE XXIII- AMENDMENT / MODIFICATION

21.2 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 and expressly referring to the relevant provision of this Agreement.

ARTICLE XXIV – NOTICE

21.3 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, by or facsimile transmission or registered post with acknowledgement due or through courier service to proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time)

21.4 Any such notice or other written communication shall be deemed to have been served:

- a. If delivered personally, at the time of delivery.
- b. If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities.
- c. If sent by facsimile transmission, at the time of transmission (if sent during business hours or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.
- d. In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of

the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

ARTICLE XXV- AUTHORISED REPRESENTATIVE

24.1 APPOINTMENT OF OWNER'S REPRESENTATIVE

For the purpose of giving effect to this agreement and implementation thereof it has been agreed that the Owner themselves shall be deemed to be the representative for the following purposes:-

- i) The giving and receiving of all notices, statements and information required in accordance with this agreement
- ii) Performance and responsibilities of the Owner in connection with the Development
- iii) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement.

ARTICLE XXVI- APPOINTMENT OF DEVELOPER'S REPRESENTATIVE

25.1 For the purpose of giving effects to this Agreement and implementation thereof it has been agreed that Mozammel Tarafdar & Sekh Sanowar both shall be deemed to be the representative of the Developer for the following purpose:

- i) The giving and receiving of all notices, statements and information required in accordance with this agreement
- ii) Performance and responsibilities of the Developer in connection with the Development
- iii) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement.

25.2 It is hereby expressly made clear that any act, Deed or thing done by any of the authorized representative shall be final and binding on the parties to whom such authorized representative belongs.

ARTICLE XXVII-MARKETING OF DEVELOPMENT/PRICING POLICY

26.1 That both the First Party/Owner and the Developer shall be entitled to do marketing in respect of sale and/or transfer of their respective allocated share and/or allocation as per their own strategy and it is agreed by both the parties that if they want to consult with each other for such marketing for sale of their respective allocation then they will entertain each other in this

respect and may decide a common strategy for fixing the rate of their respective allocated share.

26.2 The name of the building complex is hereby given as "AIRLIFT HERITAGE" and shall be known and identified accordingly.

26.3 It is clarified that though the Owner is entitled to their allocated share in the manner stated above, the owner shall not be liable for any claims from the customer or customers of the Developer of its allocated share and the developer shall be solely and exclusively responsible and liable to settle all customers claims be it for compensation for delay, quality of construction or any kinds of damages claimed by the customers and any kind amounts paid by the Developer to customers on account such claims shall not be deducted from share of the Owner. The Owner are also not liable to share any losses which the Developer may incur in executing the Project due to any reason. It is however clarified that if there are any claims from the customer on account of the defect in title of the Owner to the Schedule Property or portion thereof or if the delay in completing the Project or any phase therein is on account of defect in the title of the Owner to the Schedule Property or portion thereof, the Owner shall be liable to compensate the losses fully.

ARTICLE XXVIII- DOCUMENTATION

27.1 The parties hereto jointly appoint Sk. Mehbar Rahman (Advocate and/or Solicitor) for the purpose of undertaking drafting and finalization of the agreements for the sale and/or deeds of conveyance with the intent and object that there is uniformity in the documents to be executed in favour of the intending purchasers.

ARTICLE XXIX- MISCELLANEOUS

28.1 RELATIONSHIP OF THE PARTIES:- This Agreement does not create nor shall it in any circumstances be taken as having created a partnership between the parties and the rights and obligations of the parties shall be governed by the terms and conditions of this Agreement.

28.2 NON WAIVER:- Any delay tolerated and/or indulgence shown by any of the parties in enforcing the terms and conditions herein mentioned or any tolerance shown shall not treated or constructed as a waiver of any breach nor shall the same in any ways prejudicially affect the rights of either of the parties.

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28.3 **COSTS:-** The Developer shall pay and bear the registration charges towards this Agreement.

28.4 The Developer shall have and retain for itself, its successors and assigns, the right at its expenses, to construct further and/or additional floors and for the benefit of the same and project adjacent property owned or operated by the Owners/Developer, to utilize and to grant easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors, cable television lines, walk ways, roadways, and right of way over, across and under the common elements including without limitation any existing utilities, sanitary lines, sewer lines, and cable television and to connect the same over, across and under the common elements provided that such utilization, easement, relocation and connection of lines shall not materially impair or interfere with the use of any unit.

It has been expressly agreed by and between the Owner that the Developer shall be entitled to amalgamate the adjacent property with the said premises and/or to provide the right of ingress and egress to enter into or obstruction whatsoever or howsoever and the Owner agrees not to raise any objection or dispute for such arrangement.

28.5 No remedy conferred by any of the provision of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.

28.6 Time shall be the essence as regards the provisions of this Agreement both as regards the time and period mention herein and as regards any times or periods which may by agreement between the parties be substituted for them.

28.7 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provision shall not in any way be affected or impaired thereby.

28.8 Save as hereinbefore provided, termination of this Agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.

28.9 All municipal rates taxes khazana and other outgoing on and from the date of commencement of the work of construction payable in respect of the said Premises shall be paid borne and discharged by the Developer.

28.10 In the event of any amount becoming payable on account of Service Tax and/or under the works contract then and in that event the Developer herein shall bear the same.

28.11 This Agreement shall be binding on the parties hereto and their respective successors and assigns.

28.12 Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

ARTICLE XXX

29.1 The parties as far as possible shall try and resolve all disputes and differences which may arise amicably but in the events of such differences and/or disputes are not capable of being amicably resolved after execution of the this Development Agreement all disputes or differences between the parties hereto in any ways touching or concerning this Agreement or as to the interpretation scope or effects of any of terms and conditions herein contained or as regards the rights and liabilities of the parties hereto shall be referred to arbitration or an arbitral forum under the provision of the Arbitration and Conciliation Act 1996 comprising of single person(Tribunal) to be appointed by Developer .

The Tribunal shall -

- a. Proceed summarily by framing rules and regulations of the arbitral proceeding.
- b. Avoid all rules, procedures and/or evidences that can lawfully be avoided by mutual consent and/or direction by parties.
- c. Fix the venue at Kolkata/North 24 Parganas only.
- d. Use only English as the language for proceedings.
- e. Conduct the proceedings periodically for at least 2(Two) hours per day if the same is acceptable to all parties.

- f. Not grant to either of the parties any extension of time and/or adjournment unnecessarily.
- g. Make publish the Awards within a period of six month from the date of entering upon the reference.
- h. Award damages along with the final awards against the Party not complying with any interim award or order passed by the Tribunal.
- L. The award of the Tribunal shall be final and binding.

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE SAID ENTIRE PREMISES)

ALL THAT a piece and parcel of a plot of land measuring 57 (Fifty Seven) decimals out of which 43 (Forty Three) decimals of land classified as Bastu which includes a G+ 4 dwelling house each floor of which is measuring about 1400 Sq.ft comprised in the R.S/L.R Dag No-366 in the L.R Khatian No-1972, 3278, 2502, 3268, 3267, 3277, 3285, 2681, 2167, 3151, 3162, 3258 & 2168 and 14 (Fourteen) decimals of land classified as Bastu comprised in the R.S/L.R Dag No-369 in the L.R Khatian No-1972, 3278, 2502, 3268, 3267, 3277, 3285, 2681, 2167, 3151, 3162, 3258 & 2168 at Mouza- Kaikhali, Locality- Sardarpara, J.L No-05, within the Ward No-06 of the Bidhannagar Municipal Corporation, Dist-North 24 Parganas, Kolkata-700052 **AND TOGETHER WITH** its' all easement rights which is butted and bounded as follows:-

By the North:- 08'ft wide private passage,
By the South:- R.S/L.R Dag No-370,
By the East:- R.S/L.R Dag No-372 & 368,
By the West:- 30'ft Wide Municipal Road.

SECOND SCHEDULE

PART -I

Specification for the Residential Part of the Building

1). FOUNDATION:- R.C.C Framed structure for the Multi-storied Building.

2). WALL:- External wall shall be 8" thick brick partition and internal partition wall between the Flats and Corridor shall be 5" thick. internal partition wall in each flat shall be 3" thick.

- 3). **Wall Finish**:- Outside wall shall be putty. The inside wall of each floor shall be finished with plaster of paris or Putty.
- 4). **Floor**:- Vitrified Tiles for All bed Rooms, Drawing cum Dining space and veranda for the Owners' allocation only.
- 5). **Doors**:- Doors Frame shall be of Wood. All doors shall be of commercial flush doors except the main door which shall be wooden. On the main door magic eye. All wooden surfaces shall be painted with one coat primer only.
- 6). **Windows**:- All windows shall be of aluminium made box shutter panel with integrated grill and handle. All balcony shall be guarded with 3' high M.S ornamental Grill. All metal surface shall be painted with good quality synthetic enamel paint of the Developer's choice.
- 7). **Kitchen**:- At kitchen cooking Platform with sink shall be furnished with black stone 3' high glazed tile shall be provided over cooking platform only at cooking area. The color of glazed tile shall be of Developer's choice. One bib cock at still sink also be provided.
- 8). **Drawing or Dining Room**:- One basin white in color.
- 9). **Toilet**:- One shower including concealed stop cock, one bib cock, one Indian type pan or commode white in color shall be provided. The door of the toilet shall of PVC door. The Floor and wall up to 6'ft height finished by glazed tiles.
- 10) **Verandha**:- 2' high grill shall be provided.
- 11) **Electrification**:- All electrical work shall be of concealed wiring as follows:-
- # At bed room one tube light point, one bracket light point, one fan point. [one A/C point (applicable for a Bed Room only)] and a plug point 5 amp and a plug point 15 amp shall be provided.
 - # at drawing or dining room three or four light points, one or two fan point, one plug point 5 amp and a 15 amp shall be provided.

at kitchen room one light point, one exhaust fan point, one plug point 15 amp over cooking plat form shall be provided.

#at toilet one light point and one exhaust fan point and a geyser point shall be provided.

at balcony one bulb point shall be provided.

at entrance door one calling bell point shall be provided.

One Lift in the Building shall be provided at the expense of the Developer.

12). All outer pipes including rain water pipes as well as outer and inner common plumbing installation shall be of ISI PVC type pipe.

13). Common Electrical point such as lighting of stairs, common corridors, entrance passage at Ground Floor and pump for over head reservoir shall be provided.

14). The Developer will complete the electrification work of each flat up to individual main switch of the meter room at the Ground Floor only. For common electrical facilities along with connection charges from SEB up to main meter room, infrastructure development cost, security money, transformer installation charges and other quotation charges if required are to be paid extra. The Purchaser will provide all the electrical fitting for all his allocation.

15). If the Owner and Purchasers take possession of their respective allocation before getting connection individual from SEB then he or she or they must pay the monthly electric charges extra for enjoying the electricity in his/her/ their flat and or other spaces and common facilities. The developer shall decide the charges of electricity then for that interim period.

16). Extra Work:- Any extra work other than our standard schedule shall be charged extra as decided by the Developer's authorized Engineer. Such amounts shall be deposited by the Land Owner to the Developers before the execution of such work. Outside labour or mason shall be allowed after completion of the total project with the permission of the Flat Owner Association.

N.B:- The layout and specification given above are tentative and subject to minor alterations/modifications on account of technical reasons without any reference.



[Handwritten signature]

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

29 SEP 2022

PART -II

Specification for the Commercial Part of the Building

- 1). **FOUNDATION**:- Same as Part-I.
- 2). **WALL**:- External wall shall be 8" thick brick partition wall between the Units and Corridor shall be 5" thick. Internal partition wall in each flat shall be 3" thick and the Road front facing of the commercial unit on the First Floors of the Two Building shall be 12 mm tuffen glass with perforated shutters and commercial unit on the ground floors of the Two Building shall be G.I Shutter.
- 3). **Wall Finish**:- Outside wall shall be putty. The inside wall of each floor shall be finished with plaster of paris or Putty.
- 4). **Floor**:- Marble for the Owners' allocation only.
- 5). **Doors**:- Frames and Doors shall be Landowners Choice.
- 6). **Windows**:- No.
- 7). **Stair** :- Stair shall be sperate for the commercial part of the Building.
- 8). **Toilet** :- More than one Common Toilet in each Building comprising two urinals and one commode and one hand basin and shower of Developer's choice.
- 9). **Electrification**:- All electrical work shall be of concealed wiring as follows:-
 - # One or two A/C point in each commercial unit, as applicable.
 - # One or more fan points in each commercial unit.
 - # One or more 5 am and 15 am plug point in each unit.
 - # One or more Tube Light point in each unit.
- 9). All outer pipes including rain water pipes as well as outer and inner common plumbing installation shall be of ISI PVC type pipe.

10). Common Electrical point such as lighting of stairs, common corridors, entrance passage at Ground Floor and pump for overhead reservoir shall be provided.

11). The Developer will complete the electrification work of each flat up to individual main switch of the meter room at the Ground Floor only. For common electrical facilities along with connection charges from SEB up to main meter room, infrastructure development cost, security money, transformer installation charges and other quotation charges if required are to be paid extra. The Purchaser will provide all the electrical fitting for all his allocation.

12). If the Owner and Purchasers take possession of their respective allocation before getting connection individual from SEB then he or she or they must pay the monthly electric charges extra for enjoying the electricity in his/her/ their flat and or other spaces and common facilities. The developer shall decide the charges of electricity then for that interim period.

13). Extra Work:- Any extra work other than our standard schedule shall be charged extra as decided by the Developer's authorized Engineer. Such amounts shall be deposited by the Land Owner to the Developers before the execution of such work. Outside labour or mason shall be allowed after completion of the total project with the permission of the Flat Owner Association.

N.B:- The layout and specification given above are tentative and subject to minor alterations/modifications on account of technical reasons without any reference.

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Additional District Sub Registrar
Bishnupur, (San Lake City)

29 SEP 2022

IN WITNESSES WHEREOF the Parties herein have set and subscribed their respective hands, seal and signature on the day, month and year as above written in presence of the following witnesses.

WITNESSES:

① *Kenishma Dey*
Gangapuri.
Pin- 743247

② *Sahyamal Kumar*
Mungraicha,
PS- Ghala,
Kolkata-700110

① *CHITRA DEB BARUA*

④ *Md. Mozakkar Hossain*

③ *Firacaji Mondal*

④ *Rhoicon Mondal,*

⑤ *Mihir Mondal*

⑥ *Bablu Mondal*

⑦ *Tuta Mondal*

⑧ *Md. Raza*

SIGNATURE OF THE FIRST PARTY/

OWNER

AIRLIFT DEVELOPERS

① *Hazem M. Hossain*

② *Stc. Sanyal*
PARTNERS.
SIGNATURE OF THE SECOND PARTY/DEVELOPER

DRAFTED & PREPARED BY ME IN MY OFFICE

Rojina Parvin

ROJINA PARVIN
(ADVOCATE)

EN. No. F-1202/2013

SARASAT JUDGE'S COURT

24 PARGANAS, KOLKATA-700124

[WD/2166/2013]

MEMO OF SECURITY DEPOSIT

Received Rs.10,00,000/-[Rupees Ten Lakhs] only from the Developer by way of several cheques, banking transfer and cheques and signed this memo on the day, month and year as above written in presence of the following witnesses.

WITNESSES:

1. Krishna Dey
-00-

2. Salimul Haq
Suragachi, P.S. Ghata,
Kal-Ful-10

Fuqar Mondal
SIGNATURE OF THE LANDOWNER No-3

Received Rs.1,77,53,799/-[Rupees One Crore Seventy Seven Thousand Seven Hundred and Ninety Nine] only from the Developer by way of several cheques, banking transfer and cheques and signed this memo on the day, month and year as above written in presence of the following witnesses

WITNESSES:

1. Krishna Dey
-00-

2. Salimul Haq
-00-

Inta Mondal
SIGNATURE OF THE LANDOWNER No-7

Received Rs.10,00,000/-[Rupees Ten Lakhs] only from the Developer by way of several cheques, banking transfer and cheques and signed this memo on the day, month and year as above written in presence of the following witnesses.

WITNESSES:

1. Krishna Dey
-00-

2. Salimul Haq
-00-

Md. Raza
SIGNATURE OF THE LANDOWNER No-8



GRN Details

GRN:
GRN:
B

2



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

29 SEP 2022

Registration & Stamp Revenue GRIPS eChallan

GRN Details

GRN: 192022230131284168
GRN Date: 29/09/2022 02:33:07
BRN : 3817751766630
Gateway Ref ID: 908646872
Payment Status: Successful

Payment Mode: Online Payment (SBI Epay)
Bank/Gateway: SBIEpay Payment Gateway
BRN Date: 29/09/2022 02:34:16
Method: Axis Bank-Retail NB
Payment Ref. No: 2002883381/5/2022

[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr MOZAMMEL TARAFDAR
Address: ATGHARA, TARAFDARPARA
Mobile: 9830162673
Period From (dd/mm/yyyy): 29/09/2022
Period To (dd/mm/yyyy): 29/09/2022
Payment ID: 2002883381/5/2022
Dept Ref ID/DRN: 2002883381/5/2022

2-4399/2022

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002883381/5/2022	Property Registration- Stamp duty	0030-02-103-003-02	74021
2	2002883381/5/2022	Property Registration- Registration Fees	0030-03-104-001-16	187559
Total				261580

IN WORDS: TWO LAKH SIXTY ONE THOUSAND FIVE HUNDRED EIGHTY ONLY.



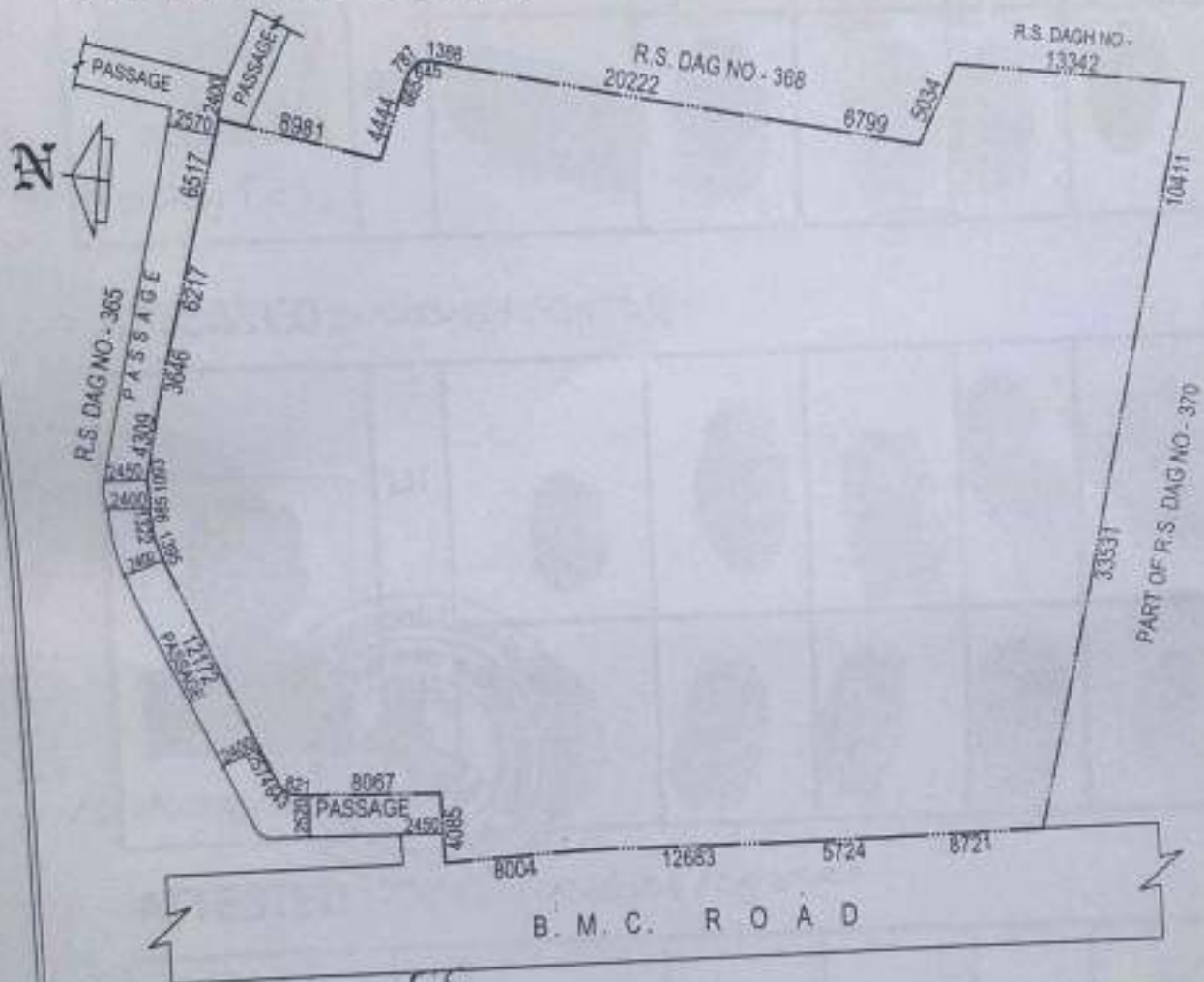
SITE PLAN OF LAND AT MOUZA - KAIKHALI, J.L. NO - 05, R.S. NO - 115, TOUZI NO - 172, PART OF R.S./L.R. DAG NO - 366 & 369, L.R. KHATIAN NOS - 3278, 2502, 3268, 3151, 3162, 3258, 2167, 2168, 3267, 3277 & 3285, P.S. - AIR PORT, WARD NO - 06, UNDER BIDHANNAGAR MUNICIPAL CORPORATION, DIST. - 24 PARG. (N).

NAME OF LAND OWNERS - KHATEMOON NECHA BIBI, MD. MOZAFFAR MONDAL, TUTU MONDAL, MD. RAJA, BABLU MONDAL, KHOKAN MONDAL, MINTU MONDAL & FIROJ MONDAL.

NAME OF DEVELOPER - AIRLIFT DEVELOPERS.

SCALE - 1/400

TOTAL AREA OF LAND - 57 DEC. (M/L).



1. KHATEMOON NECHA BIBI
 2. Md. Mozaffar Mondal
 3. Firoj Mondal
 4. Khokan Mondal.
 5. Mintu Mondal.
 6. Bablu Mondal
 7. Tutu Mondal
 8. Md. Raja
- SIG. OF LAND OWNERS

AIRLIFT DEVELOPERS
 1. Hazem M. Jafar
 2. S. S. Senower

PARTIAL
 SIG. OF LAND DEVELOPER

SIGNATURE OF THE
PRESENTANT /
EXECUTANT / SALLER/
BUYER/CAIMENT
WITH PHOTO

UNDER RULE 44A OF THE I.R. ACT 1908

N.B. -

LH BOX- SMALL TO THUMB PRINTS

R.H. BOX - THUMB TO SMALL PRINTS

 ৱাৰাৰুজাৰ নাৰা বিবি	LH					
	RH.					

ATTESTED :- ৱাৰাৰুজাৰ নাৰা বিবি

 Md. Mozakbar Mondal	LH					
	RH.					

ATTESTED :- Md. Mozakbar Mondal

 Freer Mondal	LH.					
	RH.					

ATTESTED :- Freer Mondal

SIGNATURE OF
PRESENT
EXECUTIVE
BUY



31
Addl. District Sub Registrar
Bidhanagar, (Salt Lake City)

29 SEP 2022

SIGNATURE OF THE
PRESENTANT /
EXECUTANT / SALLER/
BUYER/CAIMENT
WITH PHOTO

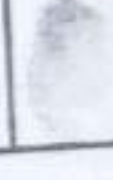
UNDER RULE 44A OF THE I.R. ACT 1908

N.B. -

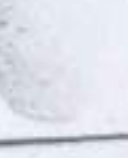
LH BOX - SMALL TO THUMB PRINTS
R.H. BOX - THUMB TO SMALL PRINTS

 <i>Rholcan Mondal</i>	LH					
	RH.					

ATTESTED :- *Rholcan Mondal*

 <i>Mintu Mondal</i>	LH					
	RH.					

ATTESTED :- *Mintu Mondal*

 <i>Bablu Mondal</i>	LH.					
	RH.					

ATTESTED :- *Bablu Mondal*

SIGNATURE OF THE
PRESENTANT /
EXECUTANT / SALLER/
BUYER/CAIMENT
WITH PHOTO

UNDER RULE 44A OF THE I.R. ACT 1908

N.B. -

LH BOX- SMALL TO THUMB PRINTS
R.H. BOX - THUMB TO SMALL PRINTS

 <i>Tuta Mondal</i>	LH					
	RH.					

ATTESTED :- *Tuta Mondal*

 <i>Hazon my Gafely</i>	LH					
	RH.					

ATTESTED :- *Hazon my Gafely*

 <i>Sri Sanowar</i>	LH.					
	RH.					

ATTESTED :-

Sri Sanowar

SIGNATURE OF THE
PRESENTANT /
EXECUTANT / SALLER/
BUYER/CAIMENT
WITH PHOTO

UNDER RULE 44A OF THE I.R. ACT 1908

N.B. -

LH BOX- SMALL TO THUMB PRINTS
R.H. BOX - THUMB TO SMALL PRINTS

 <i>Md. Raza</i>	LH					
	RH.					

ATTESTED :- *Md. Raza*

 PHOTO	LH					
	RH.					

ATTESTED :-

 PHOTO	LH.					
	RH.					

ATTESTED :-

2



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

29 SEP 2022

Major Information of the Deed

Deed No :	I-1504-04399/2022	Date of Registration	29/09/2022
Query No / Year	1504-2002883381/2022	Office where deed is registered	
Query Date	25/09/2022 1:02:08 PM	A.D.S.R. BIDHAN NAGAR, District: North 24-Parganas	
Applicant Name, Address & Other Details	ROJINA PARVIN KAIKHALI, BIMANNAGAR, Thana : Airport, District : North 24-Parganas, WEST BENGAL, PIN - 700052, Mobile No. : 9830610564, 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 : 1,87,53,799/-]		
Set Forth value	Market Value		
Rs. 3/-	Rs. 5,08,90,880/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 1,87,559/- (Article:E, E. B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip. (Urban area)		

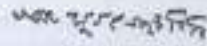
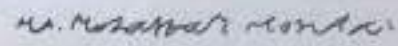
Land Details :

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

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-366 (RS :-)	LR-1972	Bastu	Bastu	43 Dec	1/-	3,48,26,892/-	Width of Approach Road: 30 Ft. Adjacent to Metal Road,
L2	LR-369 (RS :-)	LR-1972	Bastu	Bastu	14 Dec	1/-	1,13,38,985/-	Width of Approach Road: 30 Ft. Adjacent to Metal Road,
					57Dec	2 /-	461,65,880 /-	
		TOTAL :			57Dec	2 /-	461,65,880 /-	
		Grand Total :						

Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
On Land L1	7000 Sq Ft.	1/-	47,25,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete				
Floor No: 1, Area of floor : 1400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete				
Floor No: 2, Area of floor : 1400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete				
Floor No: 3, Area of floor : 1400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete				
Floor No: 4, Area of floor : 1400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete				
Total : 7000 sq ft 1/- 47,25,000 /-				

Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	KHATEMOON NECHA BIBI Wife of Late MD OMAR ALI MONDAL Executed by: Self, Date of Execution: 29/09/2022 , Admitted by: Self, Date of Admission: 29/09/2022 ,Place : Office	 29/09/2022	 LTI 29/09/2022	 29/09/2022
KAIKHALI, SARDAR PARA, City:- Not Specified, P.O:- AIRPORT, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700052 Sex: Female, By Caste: Muslim, Occupation: House wife, Citizen of: India, PAN No.:: CHxxxxxx7F, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 29/09/2022 , Admitted by: Self, Date of Admission: 29/09/2022 ,Place : Office				
2	Md MOZAFFAR MONDAL Son of Late MD OMAR ALI MONDAL Executed by: Self, Date of Execution: 29/09/2022 , Admitted by: Self, Date of Admission: 29/09/2022 ,Place : Office	 29/09/2022	 LTI 29/09/2022	 29/09/2022

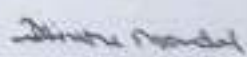
KAIKHALI, SARDARPARA, City:- Not Specified, P.O:- AIRPORT, P.S:-Airport, District:-North 24-
Parganas, West Bengal, India, PIN:- 700052 Sex: Male, By Caste: Muslim, Occupation: Business,
Citizen of: India, PAN No.:: AQxxxxxx8H, Aadhaar No: 87xxxxxxxx5163, Status :Individual,
Executed by: Self, Date of Execution: 29/09/2022
Admitted by: Self, Date of Admission: 29/09/2022 ,Place : Office

Name	Photo	Finger Print	Signature
FIROJ MONDAL Son of Late OMAR ALI MONDAL Executed by: Self, Date of Execution: 29/09/2022 Admitted by: Self, Date of Admission: 29/09/2022 ,Place : Office	 29/09/2022	 LTI 29/09/2022	 29/09/2022

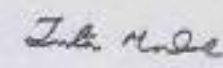
KAIKHALI, SARDARPARA, City:- Not Specified, P.O:- AIRPORT, P.S:-Airport, District:-North 24-
Parganas, West Bengal, India, PIN:- 700052 Sex: Male, By Caste: Muslim, Occupation: Business,
Citizen of: India, PAN No.:: AJxxxxxx8J, Aadhaar No: 80xxxxxxxx2469, Status :Individual,
Executed by: Self, Date of Execution: 29/09/2022
Admitted by: Self, Date of Admission: 29/09/2022 ,Place : Office

Name	Photo	Finger Print	Signature
KHOKAN MONDAL Son of Late OMAR ALI MONDAL Executed by: Self, Date of Execution: 29/09/2022 Admitted by: Self, Date of Admission: 29/09/2022 ,Place : Office	 29/09/2022	 LTI 29/09/2022	 29/09/2022

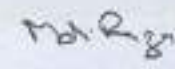
KAIKHALI, SARDARPARA, City:- Not Specified, P.O:- AIRPORT, P.S:-Airport, District:-North 24-
Parganas, West Bengal, India, PIN:- 700052 Sex: Male, By Caste: Muslim, Occupation: Business,
Citizen of: India, PAN No.:: AIxxxxxx7C, Aadhaar No: 23xxxxxxxx4034, Status :Individual,
Executed by: Self, Date of Execution: 29/09/2022
Admitted by: Self, Date of Admission: 29/09/2022 ,Place : Office

Name	Photo	Finger Print	Signature
MINTU MONDAL (Presentant) Son of Late OMAR ALI MONDAL Executed by: Self, Date of Execution: 29/09/2022 Admitted by: Self, Date of Admission: 29/09/2022 ,Place : Office	 29/09/2022	 LTI 29/09/2022	 29/09/2022

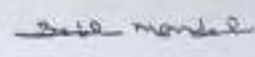
KAIKHALI, SARDARPARA, City:- Not Specified, P.O:- AIRPORT, P.S:-Airport, District:-North 24-
Parganas, West Bengal, India, PIN:- 700052 Sex: Male, By Caste: Muslim, Occupation: Business,
Citizen of: India, PAN No.:: BAxxxxxx3D, Aadhaar No: 37xxxxxxxx2531, Status :Individual,
Executed by: Self, Date of Execution: 29/09/2022
Admitted by: Self, Date of Admission: 29/09/2022 ,Place : Office

Name	Photo	Finger Print	Signature
TUTU MONDAL Son of Late OMAR ALI MONDAL Executed by: Self, Date of Execution: 29/09/2022 , Admitted by: Self, Date of Admission: 29/09/2022 ,Place : Office	 29/09/2022	 LTI 29/09/2022	 29/09/2022

KAIKHALI, SARDARPARA, 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, PAN No.:: AIxxxxxx7C,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 29/09/2022 , Admitted by: Self, Date of Admission:- 29/09/2022 ,Place : Office

Name	Photo	Finger Print	Signature
MD RAZA Son of Late MOHAMMAD JABBAR Executed by: Self, Date of Execution: 29/09/2022 , Admitted by: Self, Date of Admission: 29/09/2022 ,Place : Office	 29/09/2022	 LTI 29/09/2022	 29/09/2022

ATGHARA, PURBAPARA, City:- Rajarhat-gopalpore, P.O:- RAJARHAT GOPALPUR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700136 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: AJxxxxxx1E, Aadhaar No: 49xxxxxxxx5974, Status :Individual, Executed by: Self, Date of Execution: 29/09/2022 , Admitted by: Self, Date of Admission: 29/09/2022 ,Place : Office

Name	Photo	Finger Print	Signature
BABLU MONDAL Son of Late OMAR ALI MONDAL Executed by: Self, Date of Execution: 29/09/2022 , Admitted by: Self, Date of Admission: 29/09/2022 ,Place : Office	 29/09/2022	 LTI 29/09/2022	 29/09/2022

KAIKHALI, SARDARPARA, City:- Not Specified, P.O:- AIRPORT, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700050 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: AIxxxxxx3B,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 29/09/2022 , Admitted by: Self, Date of Admission: 29/09/2022 ,Place : Office

Developer Details :

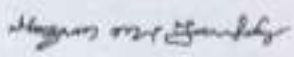
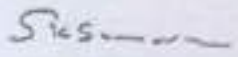
Sl No	Name,Address,Photo,Finger print and Signature
1	AIRLIFT DEVELOPERS ATGHARA, TARAFDARPARA, City:- Rajarhat-gopalpore, P.O:- RAJARHAT GOPALPUR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700136 , PAN No.:: AAxxxxxx8F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Repr
31
No



Representative Details :

Name, Address, Photo, Finger print and Signature

1	Name	Photo	Finger Print	Signature
	MOZAMMEL TARAFDER Son of Late HAZI JAKIR ALI TARAFDER Date of Execution - 29/09/2022, , Admitted by: Self, Date of Admission: 29/09/2022, Place of Admission of Execution: Office	 Sep 29 2022 3:57PM	 LTI 29/09/2022	 29/09/2022
	ATGHARA, TARAFDARPARA, City:- Rajarhat-gopalpore, P.O:- RAJARHAT GOPALPUR, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700136, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: ABxxxxxx9E, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : AIRLIFT DEVELOPERS (as PARTNERS)			
2	Name	Photo	Finger Print	Signature
	SHAIKH SANAWAR Son of SEKH LALMIYA Date of Execution - 29/09/2022, , Admitted by: Self, Date of Admission: 29/09/2022, Place of Admission of Execution: Office	 Sep 29 2022 3:58PM	 LTI 29/09/2022	 29/09/2022
	ATGHARA, TARAFDARPARA, City:- Rajarhat-gopalpore, P.O:- RAJARHAT GOPALPUR, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700136, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: DAxxxxxx7F, Aadhaar No: 79xxxxxxxx4060 Status : Representative, Representative of : AIRLIFT DEVELOPERS (as PARTNERS)			

Identifier Details :

Name	Photo	Finger Print	Signature
KRISHNA DEY Son of BIBHUTI DEY GANGAPUR, City:- Not Specified, P.O:- DUTTAPUKUR, P.S:-Barasat, District:- North 24-Parganas, West Bengal, India, PIN:- 743248	 29/09/2022-	 29/09/2022	 29/09/2022
Identifier Of KHATEMOON NECHA BIBI, Md MOZAFFAR MONDAL, FIROJ MONDAL, KHOKAN MONDAL, MINTU MONDAL, TUTU MONDAL, MD RAZA, MOZAMMEL TARAFDER, SHAIKH SANAWAR, BABLU MONDAL			

Transfer of property for L1		
No	From	To. with area (Name-Area)
1	KHATEMOON NECHA BIBI	AIRLIFT DEVELOPERS-6.14286 Dec
2	Md MOZAFFAR MONDAL	AIRLIFT DEVELOPERS-6.14286 Dec
3	FIROJ MONDAL	AIRLIFT DEVELOPERS-6.14286 Dec
4	KHOKAN MONDAL	AIRLIFT DEVELOPERS-6.14286 Dec
5	MINTU MONDAL	AIRLIFT DEVELOPERS-6.14286 Dec
6	TUTU MONDAL	AIRLIFT DEVELOPERS-6.14286 Dec
7	MD RAZA	AIRLIFT DEVELOPERS-6.14286 Dec

Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	KHATEMOON NECHA BIBI	AIRLIFT DEVELOPERS-2 Dec
2	Md MOZAFFAR MONDAL	AIRLIFT DEVELOPERS-2 Dec
3	FIROJ MONDAL	AIRLIFT DEVELOPERS-2 Dec
4	KHOKAN MONDAL	AIRLIFT DEVELOPERS-2 Dec
5	MINTU MONDAL	AIRLIFT DEVELOPERS-2 Dec
6	TUTU MONDAL	AIRLIFT DEVELOPERS-2 Dec
7	MD RAZA	AIRLIFT DEVELOPERS-2 Dec

Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	KHATEMOON NECHA BIBI	AIRLIFT DEVELOPERS-1000.00000000 Sq Ft
2	Md MOZAFFAR MONDAL	AIRLIFT DEVELOPERS-1000.00000000 Sq Ft
3	FIROJ MONDAL	AIRLIFT DEVELOPERS-1000.00000000 Sq Ft
4	KHOKAN MONDAL	AIRLIFT DEVELOPERS-1000.00000000 Sq Ft
5	MINTU MONDAL	AIRLIFT DEVELOPERS-1000.00000000 Sq Ft
6	TUTU MONDAL	AIRLIFT DEVELOPERS-1000.00000000 Sq Ft
7	MD RAZA	AIRLIFT DEVELOPERS-1000.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S.- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Sardar para(kaikhali), Mouza: Kaikhali, JI 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:- 366, LR Khatian No:- 1972	Owner: খাতিমুন নেচা বিবি, Gurdian: মাহমুদ ওয়াহিদ মাহমুদ, Address: মাহমুদ বিল, Classification: কৃষি, Area: 0.07000000 Acre,	KHATEMOON NECHA BIBI
L2	LR Plot No:- 369, LR Khatian No:- 1972	Owner: খাতিমুন নেচা বিবি, Gurdian: মাহমুদ ওয়াহিদ মাহমুদ, Address: মাহমুদ বিল, Classification: কৃষি, Area: 0.02000000 Acre,	KHATEMOON NECHA BIBI



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 of Indian Stamp Act 1899.

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

Presented for registration at 13:51 hrs on 29-09-2022, at the Office of the A.D.S.R. BIDHAN NAGAR by MINTU MONDAL, 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 5,08,90,880/-

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

Execution is admitted on 29/09/2022 by 1. KHATEMOON NECHA BIBI, Wife of Late MD OMAR ALI MONDAL, KAIKHALI, SARDAR PARA, P.O: AIRPORT, Thana: Airport, North 24-Parganas, WEST BENGAL, India, PIN - 700052, by caste Muslim, by Profession House wife, 2. Md MOZAFFAR MONDAL, Son of Late MD OMAR ALI MONDAL, KAIKHALI, SARDAR PARA, P.O: AIRPORT, Thana: Airport, North 24-Parganas, WEST BENGAL, India, PIN - 700052, by caste Muslim, by Profession Business, 3. FIROJ MONDAL, Son of Late OMAR ALI MONDAL, KAIKHALI, SARDAR PARA, P.O: AIRPORT, Thana: Airport, North 24-Parganas, WEST BENGAL, India, PIN - 700052, by caste Muslim, by Profession Business, 4. KHOKAN MONDAL, Son of Late OMAR ALI MONDAL, KAIKHALI, SARDAR PARA, P.O: AIRPORT, Thana: Airport, North 24-Parganas, WEST BENGAL, India, PIN - 700052, by caste Muslim, by Profession Business, 5. MINTU MONDAL, Son of Late OMAR ALI MONDAL, KAIKHALI, SARDAR PARA, P.O: AIRPORT, Thana: Airport, North 24-Parganas, WEST BENGAL, India, PIN - 700052, by caste Muslim, by Profession Business, 6. TUTU MONDAL, Son of Late OMAR ALI MONDAL, KAIKHALI, SARDAR PARA, P.O: AIRPORT, Thana: Airport, North 24-Parganas, WEST BENGAL, India, PIN - 700052, by caste Muslim, by Profession Business, 7. MD RAZA, Son of Late MOHAMMAD JABBAR, ATGHARA, PURBAPARA, P.O: RAJARHAT GOPALPUR, Thana: Baguiati, City/Town: RAJARHAT-GOPALPORE, North 24-Parganas, WEST BENGAL, India, PIN - 700138, by caste Muslim, by Profession Business, 8. BABLU MONDAL, Son of Late OMAR ALI MONDAL, KAIKHALI, SARDAR PARA, P.O: AIRPORT, Thana: Airport, North 24-Parganas, WEST BENGAL, India, PIN - 700050, by caste Muslim, by Profession Business

Indetified by KRISHNA DEY, Son of BIBHUTI DEY, GANGAPUR, P.O: DUTTAPUKUR, Thana: Barasat, North 24-Parganas, WEST BENGAL, India, PIN - 743248, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 29-09-2022 by SHAIKH SANAWAR, PARTNERS, AIRLIFT DEVELOPERS (Partnership Firm), ATGHARA, TARAFDARPARA, City:- Rajarhat-gopalpore, P.O:- RAJARHAT GOPALPUR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700138

Indetified by KRISHNA DEY, Son of BIBHUTI DEY, GANGAPUR, P.O: DUTTAPUKUR, Thana: Barasat, North 24-Parganas, WEST BENGAL, India, PIN - 743248, by caste Hindu, by profession Law Clerk

Execution is admitted on 29-09-2022 by MOZAMMEL TARAFDER, PARTNERS, AIRLIFT DEVELOPERS (Partnership Firm), ATGHARA, TARAFDARPARA, City:- Rajarhat-gopalpore, P.O:- RAJARHAT GOPALPUR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700138

Indetified by KRISHNA DEY, Son of BIBHUTI DEY, GANGAPUR, P.O: DUTTAPUKUR, Thana: Barasat, North 24-Parganas, WEST BENGAL, India, PIN - 743248, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,87,559.00/- (B = Rs 1,87,538.00/-, E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 1,87,559/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 29/09/2022 2:34AM with Govt. Ref. No: 192022230131284188 on 29-09-2022, Amount Rs: 1,87,559/-,
Bank: SBI EPay (SBIPay), Ref. No. 3817751766630 on 29-09-2022, Head of Account 0030-03-104-001-16



ent of Stamp Duty

that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 74,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 5117, Amount: Rs.1,000.00/-, Date of Purchase: 28/09/2022, Vendor name: Mita Dutta

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/09/2022 2:34AM with Govt. Ref. No: 192022230131284168 on 29-09-2022, Amount Rs: 74,021/-, Bank: SBI EPay (SBIPay), Ref. No. 3817751766630 on 29-09-2022, Head of Account 0030-02-103-003-02



Rita Lepcha

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 1504-2022, Page from 182199 to 182266
being No 150404399 for the year 2022.



Digitally signed by RITA LEPCHA DAS
Date: 2022.10.19 11:02:31 +05:30
Reason: Digital Signing of Deed.

(Rita Lepcha) 2022/10/19 11:02:31 AM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BIDHAN NAGAR
West Bengal.

(This document is digitally signed.)

Chitany No. 15042002583381 / 2022 Deed No. I - 150404399 / 2022. Document is digitally signed.

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