

4586/22

I-4634/2022



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

H 968676

Q-3003081135/22

ment is admitted to registration. The Signature
 and the Endorsement sheet attached to this
 document are part of the document.

Additional District Sub Registrar
 Sadar, Paschim Medinipur

28 OCT 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on 28th day of
 October, 2022

BETWEEN

1. NAZIBAR RAHAMAN, son of Marhum Altafur Rahaman, by faith
 – Muslim, by Nationality – Indian, by Occupation Retired School
 Teacher, aged about : 79 Years, Residing at : Baghdadabar, Saltora,
 District – Bankura, West Bengal – 722158. PAN – ACSPR6917K



Nazibar Rahman

Talluzzur Altafur Rahman

Asi fir Rahman

GLOE CONSTRUCTION

Suman Khan
ProprietorNazibur Rahman
Saeedur RahmanSuman Rahman
Nazibar Rahman



2. TALBIZUR ALTAFUR RAHAMAN and also known as TALBIZUR @ TALBIZUR RAHMAN, Son of - Marhum Altafur Rahaman @ Rahaman Altafur, by faith - Muslim, by Nationality - Indian, by Occupation- Engineer, aged about : 76 Years, residing at 340 Q Anant Karad Road, Opposite to Chiplun Bazar Markandi.Chiplun, Chiplun Ratnagiri, Maharashtra - 415605, PAN - AAIPT2126N

Talbizur Altafur Rahman
 @ *Talbizur Rahman*



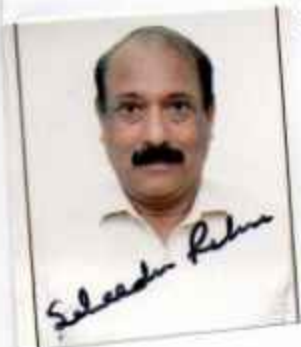
3. HAFIZUR RAHMAN, Son Of - Marhum Altafur Rahman, by faith - Muslim, by Nationality - Indian, by Occupation- Advocate, aged about: 70 Years, Residing at: Baghdadabar, Saltora, Bankura, District - Bankura, West Bengal - 722158. PAN - AEVPR1173E

Hafizur Rahman



4. NASHIBUR RAHMAN, Son Of - Marhum Altafur Rahman, by faith - Muslim, by Nationality - Indian, by Occupation- retired service holder, aged about: 68 Years, Residing at : 158 C, Karaya Road, Circus Avenue, P.O- Circus Avenue, Kolkata - 7000017, West Bengal . PAN - ADEPR0774K

Nashibur Rahman



5. SAHEEDUR RAHMAN - Son Of - Marhum Altafur Rahman, by faith - Muslim, by Nationality - Indian, by Occupation- Private job, aged about: 66 Years, Residing at: 158 C, Karaya Road, Circus Avenue, P.O- Circus Avenue, Kolkata - 7000017, West Bengal. PAN - ACHPR4401M.

Saheedur Rahman



6. ASIFUR RAHAMAN, son of Marhum Altafur Rahaman, by faith - Muslim, by Nationality - Indian, by Occupation - Cultivation, aged about: 62 Years, residing at : Baghdadabar, Saltora, District - Bankura, West Bengal - 722158. PAN - BWAPR6931G

Asifur Rahman

Asifur Rahman

Nashibur Rahman
Nashibur Rahman
Saheedur Rahman

..... here in after referred to as "OWNERS", (Which expression shall unless excluded by or repugnant to the context be deemed to mean and included their heirs, executors, administrators, representations and assigns) of the FIRST PART.

AND

"GLOBLE CONSTRUCTION" a Proprietor Firm having its registered office at Mirzabazar, Midnapore, P.S.- Kotwali, District- Paschim Medinipur, West Bengal, 721101, PAN NO. AWIPK6708M duly represented by its proprietor namely IMRAN KHAN, son of Lt. Mujibu Rahaman Khan residing at Mirzabazar, P.O.- Midnapore, P.S.- Kotwali, District- Paschim Medinipur, West Bengal, 721101, hereinafter referred to as "THE DEVELOPER" (Which expression shall unless excluded by or repugnant to the context or meaning the rest shall mean and include its successors-in-interest/office and /or permitted assigns) of the SECOND PART.



WHEREAS the FIRST PART are in possession of land measuring about 16.86 decimals too lying and situated within the district Midnapore, P.O & P.S – Midnapore Municipality, Midnapore, Ward No – 22, Holding No – 1151 A.D.S.R. Midnapore, Mouza – Mirzabazar, J.L. No – 179, R.S Khatian No – 443, 277, 181, 279, 44, L.R. Khatian No – 1660. Present L.R. Khatian No. 4567, 4568, 4569, 4570, 4571, 4572, 205, 613, 699, 717, 1652, 1832, R.S – Plot No – 731, 730, 721, 722, 727, 728, 729. L.R. Plot No – 2328, 2133.

Talbizur Akbar Rahman
@ Talbizur Rahman

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Imran Khan
Proprietor

Azi Far Rahman

Hafizur Rahman
Nasirur Rahman
Nashidur Rahman
Saleemur Rahman

NOW THIS FIRST PART made representation to the DEVELOPER as follows:

- A. Some of the aforesaid property was the joint property of the present OWNERS i.e. the FIRST PART and (i) Janab Majidar Rahman, (ii) Janab Obedar Rahman, (iii) Janab Sajedar Rahman (iv) Janab Fajlur Rahman and (v) Janab Sadekar Rahman, all are sons of Marhum Mohammad Lutfar Rahman and Ananda Charan Singh and Rajendra Nath Singh.
- B. That being the joint owners of the afore said property of the afore said persons executed one partition deed being No – 6084 of 1982, executed and registered on 29/11/1982, thereby they had partitioned the afore said joint property.
- C. That as per "Kha Schedule" of the said partition deed the FIRST PART became the demarcated owner of (i) 7.28 decimals land in R.S Plot No – 721, (ii) 0.70 decimal in land in R.S. Plot No – 722, (iii) 0.20 decimals land in R.S Plot No – 727, (iv) 3.90 decimals land in R.S Plot No – 728, (v) 0.60 decimal land in R.S Plot No – 729, and (vi) 0.02 decimal land in R.S Plot No – 730, i.e. total 12.70 decimals land and they have been possessing the same absolutely.
- D. That the present owners purchased (i) 0.05 decimal land in R.S Plot No – 731, (ii) 3.53 decimal land in R.S Plot No – 730 and (iii) 0.58 decimal land in R.S Plot No – 721, i.e. total 4.16 decimals land from Sajedur Rahman by way of registered sale deed being no. – 4334 of 2014 executed and registered on 9.6.2014 thereby they became the owners of the said property and they have been possessing the same absolutely.

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Sadekar Rahman

Hofiqur Rahman
Najidur Rahman

- E. That therefore the FIRST PART became the owners of total $(12.70 + 4.16) = 16.86$ decimals land in R.S Plot No – 721,722, 727, 728,729,730,731 and LR Plot No – 2328 and 2133 within the Mouza : Mirzabazar.
- F. That thereafter the names of the present OWNERS/ FIRST PART have been recorded in L.R. Porcha and finally published there of in separate khatians e.g. 4567,4568, 4569, 4570, 4571, 4572, 205,613, 699, 717, 1852 and 1832.
- G. That the FIRST PART have been paying rent tax etc up to date.
- H. That the names of the OWNERS / FIRST PART have been mutated with Midnapore municipality and they have obtained mutation certificates.
- I. That the present owners are jointly and absolutely sized possessed all the piece and parcel of Bastu land measuring 16.86 decimals lying and situated in the District - Paschim Medinipur, P.O, P.S. and Municipality – Midnapore, Ward No – 22, Holding No – 1151, A.D.S.R. Midnapore, Mouza – Mirzabazar, J.L. No – 179, R.S Khatian No – 443, 277, 181, 279,44, LR. Khatian No – 1660. Present L.R. Khatian No – 4567,4568,4569,4570,4571,4572,205,613,699,717,1652,1832, R.S – Plot No – 731, 730, 721, 722, 727, 728, 729,L.R. Plot No – 2328, 2133 in the subject matter of the development agreement and be the same or little more or less as the absolute owners thereof free from all encumbrances and was also enjoyed and possessed by them

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Nasirul Rahman

uninterruptedly by without any hindrance from any quarters with all rights, privileges and benefits together with all easement rights hereinafter called and referred to as the said "Premises".

- J. The First Part "OWNERS" desirous of getting the "Said Premises" developed through the Second Part "Developers" by way of construction of Multi-storied building subject to sanctions being obtained from the Midnapore Municipality and / or such other appropriate authority / authorities.
- K. The First Part represented to the Second Part that First Part are the absolute owners of the "Said Premises" and there is no legal impediment for them to enter into this Agreement for Joint Venture.
- L. The First Part herein confirm that so far as they are aware, there is no demand of any amount by any recovery officer of any other statutory authorities against the said premises or the said premises is not affected by any certificate order of any Court or authorities. The First Part, further that the said premises is not affected by any scheme or notice or prohibitor order or notice of acquisition or requisitions. They further declare that the said premises is not charged or mortgaged nor the same is charged for payment of any amount under any order of statutory bodies and the said property is free from all encumbrances whatsoever.
- M. That the right title and interest of the Owners in the said premises save as stated hereinabove is free from all encumbrances and Owners have a marketable title to the same as on date of signing this agreement.

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@ Talbizur Rahman

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Proprietor

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Sulindur Rahman

Altafur Rahman
Hafizur Rahman
Hafizur Rahman

N. That the Owners have not entered into any Agreement for Sale, Lease, Development or otherwise for transfer and / or development of the said premises mentioned hereinabove or any part or portion thereof in favour of anyone other than in favour of the proposed Developer herein.

O. That the Owners are fully and sufficiently entitled to deal with and cause development of the said premises mentioned hereinabove and thus entering into this Agreement.

P. The Owners shall not be liable for any income Tax, Service Tax, GST or any other Taxes in respect of Developer's allocation and the Developer shall have to make the same and keep the Owners indemnified and reimbursed against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The owners shall not also be liable for meeting any obligations towards the labour/workman/employees relating to the construction / project in case any liability arises in respect of developer's allocation on the owners, developer will indemnify or reimburse the Owners for the same.

Q. THE DEVELOPER HEREIN REFERRED TO AS SECOND PART HAS REPRESENTED TO THE FIRST AS FOLLOWS: -

WHEREAS the Second Part is a Proprietor Firm and has financial capacity and technical skill, experience and expertise to construct the proposed building and / or develop the side landed property. The Second Part has been rendered incapable of constructions and developing any property by any Court, tribunal and statutory body either in the past or at the time of entering into this agreement.

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Saleemul Rahman

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Nasirul Rahman

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The Second Part possesses all necessary Trade license and other permission and is also authorized by the Law of this land to enter this Joint Venture Agreement and develop the said premises by demolishing the existing structure.

AND WHEREAS the Second Part agree or develop the said premises on the basis of such representations made by the First Part same to be true and relying upon the same.

R. AND WHEREAS the First Part herein have agreed to allow the Second Part and the second part has agreed to develop the said premises on joint venture basis at its cost & expenses by constructing a multi-storied building on the "Said Premises" and the owners shall be entitled to 40% of saleable areas including Parking Space.

S. AND WHEREAS the Second Part has perused the title deeds and other documents relating to the premises and has also inspected the site and is prima facie satisfied with title of the property.

T. NOW THIS AGREEMENT WITNESSED AND IT IS HEREBY AGREED AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

Article -1.

Definitions: -

- a). "Owners" shall mean the owners above named i.e. (1) **NAZIBAR RAHAMAN**, son of Marhum Altafur Rahaman, by faith – Muslim, by Nationality – Indian, by Occupation Retired School Teacher, aged about : 79 Years, Residing at : Baghadabar, Saltora, District – Bankura, West Bengal – 722158.

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@ Talbizar Rahman

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Shankar
Proprietor

Asifur Rahman

Nashidur Rahman
Scheedar Rahman

Naifur Rahman
Nazimur Rahman

- (2) **TALBIZUR ALTAFUR RAHMAN** and also known as TALBIZUR @ TALBIZUR RAHMAN Son of - Marhum Altafur Rahaman @ Rahaman Altafur, by faith - Muslim, by Nationality - Indian, by Occupation- Engineer, aged about : 76 Years, Residing at 340 Q Anant Kharad Road, Opposite to Chiplun Bazar Markandi.Chiplun, Chiplun Ratnagiri. Maharashtra - 415605,
- (3) **HAFIZUR RAHMAN**, Son Of - Marhum Altafur Rahaman, by faith - Muslim, by Nationality - Indian, by Occupation- Advocate, aged about : 70 Years, Residing at : Baghadabar, Saltora, Bankura, District - Bankura, West Bengal - 722158. (4) **NASHIBUR RAHMAN**, Son Of - Marhum Altafur Rahman, by faith - Muslim, by Nationality - Indian, by Occupation- retired service holder, aged about : 68 Years, Residing at : 158 C , Karaya Road, Circus Avenue, P.O- Circus Avenue, Kolkata - 7000017, West Bengal (5) **SAHEEDUR RAHMAN** - Son Of - Marhum Altafur Rahman, by faith - Muslim, by Nationality - Indian, by Occupation- Private job, aged about : 66 Years, Residing at : 158 C , Karaya Road, Circus Avenue, P.O- Circus Avenue, Kolkata - 7000017, West Bengal. (6) **ASIFUR RAHAMAN**, son of Marhum Altafur Rahaman, by faith - Muslim, by Nationality - Indian, by Occupation - Cultivation, aged about: 62 Years, residing at: Baghadabar, Saltora, District - Bankura, West Bengal - 722158. and their heirs, executors, administrators' successions, legal representatives.

- b). "DEVELOPER" shall mean "**GLOBLE CONSTRUCTION**" a Proprietor Firm having its registered office at Mirzabazar, Midnapore, P.S.- Kotwali, District- Paschim Medinipur, West Bengal, 721101, PAN NO. AWIPK6708M duly represented by its proprietor namely **IMRAN KHAN**, son of Lt. Mujibur Rahaman Khan residing at Mirzabazar, P.O.- Midnapore, P.S.- Kotwali, District- Paschim Medinipur, West Bengal, 721101,

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Saheedur RahmanImran Khan
Mujibur Rahman

- c). "SAID PREMISES" shall mean all that piece and parcel of Bastu land measuring 16.86 decimals which is fully described in the aforesaid parts of this Development Agreement also described in the First Schedule hereunder written on which the new proposed building as to be constructed. The Developer has measured the area and is satisfied with the measurement thereof.
- d). "BUILDING PLAN" shall the proposed maps or plans as to be sanctioned by the Midnapore Municipality and its subsequent modification/amendment in the said plans which is to be sanctioned by the developer. The building shall be for residential use only.
- e). "New Building" shall mean the multi-storied building and car parking space etc. to be constructed and completed in the said premises by the Developer at its cost and expenses in accordance with the building plan to be sanctioned by the Midnapore Municipality in pursuance hereof on the land described hereinabove.
- f). "DEVELOPER'S ALLOCATION" shall mean 60% of the premises of the constructed area and /or built-up area and/or Super built-up excluding the Owners Allocation, TOGETHER WITH undivided proportionate common to other occupiers/ Owners in the said building.
- g). "COMMON EXPENSES" shall mean and include all expenses to be incurred by the Unit Owner for the management and maintenance of the building and the completion/occupancy certificate from the Midnapore Municipality which is to be obtained at the cost and effort of the Developer.

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Sheekh RahmanHafiz Rahman
Nasir RahmanTalbizur Altaf Rahman.
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- h). "COMMON PORTIONS, FACILITIES & AMENITIES" shall mean all the common areas and installations comprised in the new building and the premises, including, staircase, lobbies, passages, path ways, boundary walls, service areas and other facilities, which may be mutually agreed upon by and between the parties in writing as required for the establishment, location, enjoyment, provisions maintenance and/or management of the building.
- i). "SALEABLE SPACE" shall mean the space in the building available for independent use and occupation.
- j). "PROJECT" shall mean the entire work of development from demolition of the existing structure, sanction of plan, constructions completion of building in complete and finished condition, obtaining of occupancy certificate and completion of essential services like water, sewerage and electricity and handing over possession to the Owners, which shall be at the entire cost of the Developer save and except which are specifically agreed herein.
- k) "PROPORTIONATE BUILDING SHARE" with all its cognate variations shall mean such ratio the covered area of any unit or units be in relation to the entire area in the new building. The area shall be appropriately designated in the Final Approved Drawing being submitted for Approval to the Appropriate Authorities.
- l) "UNIT" shall mean any flat or other covered area in the new building, which is capable of being exclusively owned, used and or enjoyed by the respective Unit Owners and which is not the common portions.

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Nasibur Rahman

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m) "UNIT OWNERS" shall mean any person who acquires holds and or owns any unit in the new building as per agreed terms primarily and shall include the Owners and the Developer, for the units held by them.

n) "COMPLETION TIME" The building shall be completed within 36 (Thirty-Six) months from the date of sanction of the building plan by the Midnapore Municipality or other appropriate authority or authorities and / or 36 (Thirty-Six) months from the date of getting vacant possession of the premises from the Owner whichever is later subjected to a grace period of another 6 (Six) months. Such grace period should be applicable for appropriate reasons for delay and not generally so available.

o) "SOCIETY" shall mean the Society or Association to be formed by the purpose of maintenance of the new building and the premises and for collecting and delaying the common expenses provided that until such Association is formed the Developer shall be entitled to manage and / or maintain the new building and the premises and to collect the common expenses as mutually agreed upon by the Owners and the Developer. The Developer shall take initiative to form an association/society within one year from the date of obtaining Completion Certificate.

p) "SPECIFICATIONS" shall mean the specifications for completing the new building as stated in the SECOND SCHEDULE hereto.

q) "ADVOCATE" to the project shall mean Mr. Diptendu Ghosh, Advocate, Judge's Court, Midnapore.

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Nashirul Rahman
Sulheedul Rahman

Abul Ghani
Nazimul Rahman

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@ Talbizur Rahman

- r) "TRANSFEREE" shall mean the unit Owners, person, firm, limited company, and association of persons to whom any flat or space in the building shall be transferred.

ARTICLE -II

Commencement: -

1. This agreement shall be in force from the date of signing hereof.
2. This Agreement shall continue till full performance hereof by the Owners and the Developer. However, in case of any dispute, termination, non-performance, or substantial breach of this contract, the parties will go for the Learned Competent Court of the local jurisdiction of the District Paschim Medinipur.

ARTICLE-II

DEVELOPER'S PRIMARY OBLIGATION.

The Developer will incur all expenses and other out goings relating to the land for setting right the papers.

ARTICLE-IV

DEVELOPER'S RIGHT & REPRESENTATION

The Owners hereby grant, subject to what have been hereunder provided, exclusive right to the Developer to develop the said premises and construct the new building at the said premises in accordance with the new plan or plans as to be sanctioned by the Midnapore Municipality and / or by any other appropriate authority with or without any amendment and / or modification in the manner stated above.

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Shirish Kumar
Proprietor

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Nashidur Rahman
Saleem Khan

Nazim Khan
Nazim Khan

as the same shall be realized by the Developer without reference to the Owners.

The Developer shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed, matter and thing necessary for the purpose of developing the said property in order to make it perfect in all respects for construction of the Multi-storied building thereon in accordance with the building plan to be sanctioned by the concerned Midnapore Municipality or other appropriate authority.

That the Developer shall install in the said building at its own cost pump operated water connection through water lines in each floors/ flats, water storage tanks, overhead water reservoir with suitable pump, electric wiring and installations other electrical things including doors and windows and also other facilities as are required to be provided in the new building constructed for sale of the flats therein on Ownership basis and as mutually agreed upon.

ARTICLE - V

DEVELOPER'S OBLIGATIONS

- i) Immediately after the execution of this Agreement, the developer shall at its own cost and expenses prepare or cause to be prepared a plan for construction and erection of a new building at the said premises, and the Developer shall submit the same before the Midnapore Municipality for sanction with prior consent of the Owners.

Talbirur Altafur Rahman
@ Talbirur Rahman

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Shamir Khan
Proprietor

Asofur Rahman

Nashidur Rahman
Saeedur Rahman

Hafizur Rahman
Nazibar Rahman

The Owners hereby empowers and authorizes the Developer to do this project in connection with the said property as described in the schedule hereunder written such as to sell or any kind of transfer of the Developer's Allocation through registered deeds and to take water or electric connection therein and also to execute any document, declaration or affidavit the interest of the project etc. to appoint different type of professional men, to appoint advocate, to receive part or full consideration money on the Developer's Allocation, to negotiate any matter for the said property etc. and for the same. The Owners shall execute and register a separate General Power of Attorney in favour of the Developer and this power shall remain in force till the completion of registration only in respect of the Developer's Allocation in favour of the intending purchasers.

All applications, plans and other papers and documents, as may be required by the Developer for obtaining necessary sanction of plan/ revise plan from the Midnapore Municipality shall be prepared and submitted by the Developer on behalf of the Owners at the cost and expenses of the Developer and the Owners shall sign and execute all such plans and applications, other papers and documents as and when necessary and the Developer shall pay and bear all fees charges and expenses as required to be paid or deposited for obtaining sanction of plan and development of the said premises including Architect's fees/ any other statutory fees etc. and the Owners shall have no responsibilities to bear any cost whatsoever. Save and except the Owners allotted portion, the Developer shall have full right to execute any agreement for sale in respect of the Developer's allocation. However, in the agreements for sale, this Development Agreement shall be recited and there shall also be a clause stating that the Owners shall not be responsible for any money received by the Developer either themselves or through Power of Attorney pursuant to the Agreement for sale,

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Sulheeda BenerNazimul Rahman
Nazibar RahmanTallizur Altaf Rahman
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ii) The developer shall deliver to the Owners one copy each of all the sanctioned plans & drawings certified by the Developer to be true copy and also deliver to the Owners copies of all papers and documents that are to be submitted by the Developer to the Midnapore Municipality or any other authority for the purpose of development and construction of the building. The developer shall take prior written consent in case of any deviation in the Owners Allocation or reduction of common areas by modification in the sanctioned plan or otherwise.

iii) The Developer shall use and / or cause to be used good building materials as shall be specified by the licensed building surveyor or registered Architect of the building PROVIDED HOWEVER proportion and quality of such materials shall confirm to the accepted standard of Specification and the building rules regulations and / or order in force for the time being.

iv) The building shall be erected, constructed and completed by the Developer as the specification provided in Second Schedule hereunder written and all flat/units as well as common areas and facilities shall consist of and be provided with such materials, fixtures, fittings and facilities under any circumstances, irrespective of any ground of whatsoever, the Developer shall not be entitled to claim or demand any payment of whatsoever nature from the Owners in respect of erection, construction and completion of the said Owners allocated portion/portions or for any part of the building as the entire building as also the entire project shall be at the cost and expenses of the Developer.

v) The Developer shall construct and complete the building under its direct supervision and control as per the sanctioned plan and with the best workmanship and like manner and shall comply with all statutory

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provisions, regulations, building rules and statutory stipulations from time to time to be imposed or as would be made applicable.

vi) All costs, charges, fees levies, imposition, statutory payments, taxes and expenses of whatever name called for erections, construction and completion of the said building its materials, fittings and fixtures in all respect, including connections of water, sewerage, electricity in accordance with law and other amenities for the building shall be paid and borne by the Developer.

vii) The Developer shall be responsible and liable for payment of and/or meeting all costs, charges, fees levies and expenses of the building materials, workman, labours contractors and all permissions, license, quota as and other recruitment for erections, construction and completion of the said building in totality. The developer shall at its own costs and expenses cause for progress of erection, construction and ultimate completion of the building within the time specified hereinabove.

viii) While dealing with and/or entering into any Agreements and/or dealing with commitments relating to the Developer's allocated portion or any part thereof, the Developer shall fully comply with, observe, fulfil and perform the requirement under the law and ensure fulfilment and compliance of all restrictive conditions and covenants contained herein, save and provided hereinafter.

ix) In the event of any loss or injury or damages being caused of any nature or in any manner whatsoever, including injury and/or damage to any person or persons or property of or any loss of title, the Developer shall be solely liable and responsible for the same and the consequences arising there from in all respect and shall at all point of time keep the Owners indemnified for the same and all consequences.

Talbizur Altafur Rahman
@ Talbizur Rahman

Asifur Rahman
GOSIPLE CONSTRUCTION
Proprietor

Nashibur Rahman
Saleed Rahman

Hafizur Rahman
Nazim Rahman

It is specifically agreed and understood that the Owners shall not be responsible and/or liable either for any not of negligence or mode and manner of construction, defects, deviations, damages or any proceedings if initiated by any person(s) and/or authority relating to and or arising out of erection, construction or completion or completion of the said newly proposed building or any part thereof. All actions, suits, claims, proceedings and consequences, prosecuted and complied with and faced by the Developer at its own costs and expenses and the Developer shall keep the Owners indemnified from all or any loss, damages, cost and consequences, suffered or incurred there from.

x) Notwithstanding anything contained or stated herein, all labours, workers, supervisors and other employees or persons by whatever definition employed, engaged, deputed, appointed or required for erection, construction and completion of the building shall be employed by the Developer and the Owners shall not be responsible or liable for meeting any obligations in any manner whatsoever. In case the Owner becomes responsible or liable on any account relating to labour, workman, etc. Developer will indemnify/reimburse the Owners there for.

xi) The Developer shall be solely responsible for and make and pay all payments, wages, dues, contributions, entitlements contractual and/or statutory obligations and requirements of the workman, supervisors, workers, labours, employees, architects and others by wherever becalled or described, appointed, deputed or engaged or required or put on site for the erections, construction and completion of the said newly proposed building and every part thereof and the Owners shall under no circumstances be deemed to be the employer and no responsibility and/or liability will shift upon the Owners indemnified from all or any

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Asifur Rahman, Nasirur Rahman
Nasirur Rahman, Saadur Rahman

claim, damages, payments, costs and consequences suffered or incurred there from.

xii) The Developer shall be duty bound to complete the Owners allocated portion in all respect with all fixtures fittings and installations including domestic water and sewerage, electricity connections as well as common areas and facilities and make the same fully habitable for use within the said 36 (Thirty Six) months from the date of sanction of the plan and also after taking vacant possession of the said premises from the date of sanction of the plan and also after taking vacant possession of the said premises from the Owners whichever will belater unless prevented by Force Majeure for which an additional period of 6 (Six) months is allowed.

xiii) That the Developer shall make correspondence or negotiation or advertise for sale of the residential/commercial units of developer allocation to any third part/parties at such price to be determined by the Developer at its own discretion.

ARTICLE-VI

OWNER'S OBLIGATIONS

1. The Owners shall sign and execute all plans, drawings, specification, elevations, forms, applications and all other papers and verify and affirm required affidavits other declarations as may be required from time to time for all or any permissions, consent, sanction or licenses required under the law in connection with or relating to or arising out of construction, erection and completion of the said building or as may be required from time to time in accordance with law in order to expedite/facilitate the process for obtaining necessary clearances with all spending cost involved whatsoever. In case any liability arises to the

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Arifur Rahman

Nashidur Rahman
Saeed Rahman

Habibur Rahman
Nazim Rahman

Owners on account of execution of such documents, the Developer shall sufficiently re-imbrue and/or indemnities the Owners within one month from the knowledge of such.

2. The Owners shall deliver vacant peaceful possession of the land/premises to the Developer on signing of this agreement and prepare the Plan of the proposed building to be sanctioned by the Midnapore Municipality.

3. The Owners shall provide the Developer with appropriate Power of Attorney to develop the property, out of which one to be registered and another to be notarized, which relate to couple of interest and as are or may be required in connection with sanction, construction, erection completion of the newly proposed building and to appear for and represents the Owners before all authorities concerned and to make sign and execute applications, declarations and other relevant papers and documents to appropriate authorities for obtaining all quotas, entitlements, permits, licenses and other allocations of building materials and/or for temporary and permanent connections of water, sewerage and electricity or as may be require from time to time, in accordance with law concerning negotiations for transfer of flats to the intending purchasers thereof and all cost and expenses on that respect shall be borne by the Developer and in this respect the Owners shall appoint GLOBLE CONSTRUCTION, the Developer herein, as their Attorney todo all the acts, deeds and things for completion of the newly proposed building at the aforesaid premises. It is clarified that the Owners will be obliged to transfer proportionate share of land to the intending purchasers.

4. The Developer shall be entitled to transfer of Developer's Allocation by way of Agreement for Sale but cannot give possession to any flat

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At Firm Name - Nashibur Rahman
Nagzaur Rahman
Saidur Rahman

At: Faridur Rahman
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purchaser and cannot execute registered sale deed till full performance of the agreement on the part of the Developer is made and will give possession to the flats purchases only upon full completions of the Owners Allocation with the Occupancy Certificate and possession certificate.

5. The Owners will not raise any objection for the ingress to and egress out from the premises and for the car parking spaces and for use of the common passage, common areas, staircase, roof and all other common facilities by the Co-owner of the proposed building.

6. The Owners will not enter into any contract for sale, lease or tenancy or any construction agreement of the land or the said premises or charges or in favour or with any person or persons after execution of these presents.

7. The Owners will pay the proportionate maintenance charges, electricity charges for use of electricity for lighting of the common areas, for payment of the watch and wards staffs and other incidents/relating to the benefits of the said new building and such charges will be mutually agreed upon until an association/society is formed by all the Co-owner of the flats/units in the new building.

ARTICLE-VII

OTHER PROVISIONS.

1. In the event, the Owners are desirous of having any additional or special type of fittings other than that provided hereunder written in their allocated portion or any part thereof, the Developer shall have the same duly provided subject to the costs, charges and expenses for the said fittings and fixtures shall be separately paid and borne by the Owners immediately on demand by the Developer. However, to be more

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Suhail Rahman

Hafiz Rahman
Nagib Raza

specific at Developer's cost the Owners shall be entitled to the items mentioned in the specification more fully described in the Second Schedule hereunder written along with other necessary amenities.

2. The land upon which the said building shall be erected and constructed and appurtenant thereto as also the common areas facilities to be provided for and/or at the said building shall always remain common importable and undivided whereas the Owners shall have liberty to deal their allocated portions together with the undivided proportionate part or share of the land as well as the common areas and facilities as stated above. The Developer shall similarly be entitled to deal with its allocated portion together with the undivided proportionate part or share of the land as well as common areas and facilities in accordance with law. The roof of the building will be common to all the Co-Owner of the flats/units for use only.

3. The Owners shall be entitled to deal with, Sell, transfer and grant, lease and/or in any manner dispose of the Owners allocation for which no further consent of the Developer shall be required and the Owners will be entitled to receive, realize and collect all sale proceeds, issues and profits arising there from. The Developer shall be liable to deliver the allocation to the Owners or their transferee or nominee or nominees.

4. The format of the Draft indenture of Conveyance that may be required to be executed and registered by the Owners unto and in favour of the Developer and/or its nominees in respect of and/or any part thereof shall be prepared by the Developer's Advocate and to be approved/revised by the Owners and the Owners shall only execute indenture of Conveyance (s) unto and in favour of the Developer and/or its nominee or nominees at Developer's or nominees cost as the case may be subject to the terms and condition provided therein. All cost and

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Nashibur Rahman
Sulman Khan

Hafizur Rahman
Nazim Rahman

Talbirur Altafur Rahman
@ Talbirur Rahman

expenses including stamp duty, incidentals, registration cost therefore shall be borne and paid by the Developer and/or its nominees.

5. Subject to the above restrictions and conditions contained herein the Developer shall be entitled to enter into any contract or agreement relating to its allocated portion or any part thereof on such terms and conditions and stipulation it may deem fit and proper in accordance with law and in term of this contract and the Owners shall confirm the agreement, unto and in favour of the said nominee or nominees of the Developer and cause the same to be registered in accordance with law and admit such execution registration provided however, all costs, charges and expenses of the required value of stamp duty, registration costs or incidental thereto be paid and borne by the Developer and/or its nominee or nominees as the case may be. It is clarified that the Owners will only be liable to transfer proportionate importable share in the land in respect of Developer's Allocations.

ARTICLE-VIII

OTHER PROVISIONS.

1. To the event the Owners are desirous of having any additional or special type of fittings other than that provided hereunder written in their allocated portion or any part thereof, the Developer shall have the same duly provided subject to the costs, charges and expenses for the said fittings and fixtures shall be separately paid and borne by the Owners immediately on demand by the Developer. However, to be more specific at Developer's cost the Owners shall be entitled to the items mentioned in the specification more fully described in the Second Schedule hereunder written along with other necessary amenities.

Talibuzul Ahsan Rahman
@ Talibuzul Rahman.

Asif Ali Rahman
Nashirul Rahman
Scheher Rahn
Proprietor

2. The land upon which the said building shall be erected and constructed and appurtenant thereto as also the common areas facilities to be provided for and/or at the said building shall always remain common importable and undivided whereas the Owners shall have liberty to deal with their allocated portions together with the undivided proportionate part or share of the land as well as the common areas and facilities as stated above. The Developer shall similarly be entitled to deal with its allocated portion together with the undivided proportionate part or share of the land as well as common areas and facilities in accordance with law. The roof of the building will be common to all the Co-owner of the flats/units for use only.

3. The Owners shall be entitled to deal sell, transfer and grant, lease and/or in any manner dispose of the Owners' allocation for which no further consent of the Developer shall be required and the Owners will be entitled to receive, realize and collect all sale proceeds, issues and profits arising there from. The Developer shall be liable to deliver the allocation to the Owners or their transferee or nominee or nominees.

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Asifur Rahman
GLOBE CONSTRUCTION
Shaukeen
Proprietor

Nashidur Rahman
S. Shaukeen Khan

Nashidur Rahman
Nazidur Rahman

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@ Talbizur Rahman

5. Subject to the above restrictions and conditions contained herein the Developer shall be entitled to enter into any contract or agreement relating to its allocated portion or any part thereof on such terms and conditions and stipulations it may deem fit and proper in accordance with law and in term of this contract and the Owners shall confirm the agreement, unto and in favour of the said nominee or nominees of the Developer and cause the same to be registered in accordance with law and admit such execution registration provided however, all costs, charges and expenses of the required value of stamp duty, registration costs or incidental thereto be paid and borne by the Developer and/or its nominee as the case may be. It is clarified that the Owners will only be liable to transfer proportionate importable share in the land in respect of Developer's Allocations.

CHAPTER - VIII

COMMON OR RESPECTIVE OBLIGATIONS

A. To pay punctually and regularly for their respective allocations all rates, taxes, levies, fees charges, impositions and outgoing to the concerned authorities or otherwise as may be payable.

B. To pay punctually and regularly their respective proportionate part or share of service charges for the common areas and facilities and until formation and registration of the said premises under provisions of the West Bengal Apartment Ownership Act and the rules framed here under or any other act as desired and decided by the Co-owner, the Developer shall be entitled to collect service charges and provides the required services thereof.

C. To abide by all laws, rules and regulations and order or the enactments of the Government and/or local bodies or otherwise issued

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 Noshir Rahman
 Seheer Rahman

Nazim Rahman
 Nazim Rahman

and/or imposed upon in accordance with law, as the case may be and shall attend to and answer and be responsible for any deviation, violation and/or breach thereof in any manner for their work and obligations keeping the Owners fully indemnified from all respect.

D. To abide by the statutory provisions of West Bengal Municipal Act. and the West Bengal Town & Country Planning Act 1971 (M.K.D.A.) and any violations of the statutory provisions by the Developer shall at their risk and cost.

ARTICLE--IX

MISCELLANEOUS

1. This Agreement shall always be treated as an agreement of joint development by and between the parties. The Owners and the Developer have entered into this Agreement purely as a CONTRACT and nothing constitute as Partnership between the Owners and the Developer or and Association or person or an agency agreement. Nothing in these presents, shall be construed as a sale, demise or assignment or constructed as a sale, demise or assignment or construed as a sale, demise or assignment or conveyance in lieu of the said premises or any part thereof to the Developer by the Owners or as creating any right title or interest in respect thereof in favour of the Developer other than an exclusive permission and right in favour of the Developer to develop the said property subject to the terms and conditions of these presents.

2. The Owners shall handover possession to the Developer along with the right of the development in respect of the said premises by virtue of this presents and/or in pursuance thereof shall not be obstructed or

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dispute or challenged or disturbed by the Owners provided the Developer is carrying on with the project in terms of this agreement.

3. It is understood that from time to time to facilitate the construction of the building by the Developer, various act, deeds, matters and things not herein specified may be required to be lawfully done, executed and performed and for which the Developer shall require adequate powers and authorities from shall provide all required now and authorities unto and in favour of the Developer as and when the same is or are required and called upon and to execute, sign all such additional applications and other papers and documents as may be required from time to time in accordance with law provided that those acts, deeds, matters and things do not in any way infringe or prejudice the right of the Owners and/or be contrary to the terms and stipulations contained in these presents or against the spirit thereof, keeping the Owners, the Owners fully indemnified in all respect.

4. Handing over possession of the specified flats and car parking space, if any to the Owner shall be deemed to have been made after connection of new water supply, electricity and sewer line of the Owners allocation are completed in all respects as per specification and after obtaining completion/occupancy certificate from the Midnapore Municipality or any other authority or authorities by the Developer upon a notice to the Owners by registered post along with communication by telephone and hand service. The date of occupation by the Owners shall be after a fortnight of the letter deemed to have reached the Owners.

5. That handing over possession of the Owners allocation the developer shall remain liable for rectifying all defects and works of proper of any fittings, fixtures connections services or otherwise therein for a period of

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3 months from the date of handing over such possession of the Owners allocation but subject to natural wear and tear as applicable.

6. It is clarified that all work of development of both the Developer's and Owners Allocation, shall be done by the Developer at Developer's own costs and expenses.

7. All Municipal current taxes will arrears and other outgoings in respect of the said premises up to this date shall be borne and paid by the Developer on behalf of the Owners. At the expiry of 30 (Thirty) days from the date of service to the Owners a notice of the Developer regarding completion and handing over to the Owners of the Owners' allocation under the terms of this agreement, the liability of the Developer to pay the Municipal Taxes and other liabilities in respect of the Owners allocation would cease.

8. Within six months from the date of the completion of the project the Developer will and Co-operate the Owners and the other unit Owners to form an association or body of flats Owners to be formed for the keep, maintenance and management of the premises and the cost of such formation and incidentals thereto shall be borne by the individual flat Owners and the Developer or their respective nominees (unit owners) according to their proportionate right.

9. Till such the association or body is not formed, the premises shall be managed and maintained jointly by the Owners and Developer and the cost thereof as mutually agreed upon by the Developer and Owners would be borne and paid by the Developer or their nominees in proportionate share. The Owners herein and the Developer shall as such as may be duly agreed upon the rules and regulations for such management and maintenance.

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Principal

Azfar Rahman

Nashir Rahman

Nazim Rahman

Nazim Rahman

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10. The certificate of the Architect relating to completion of construction development shall be final after obtaining Midnapore Municipality's completion/occupancy certificate.

11. The notice of completion issued by the Developer along with Midnapore Municipality occupancy certificate shall be sent to the Owners by hand service intimating that the Owners area is completed in the manner stated hereinabove and is ready for delivery after obtaining the completing or occupancy certificate of the concerned or Municipal Authorities and new water & sewerage connection to deliver the Owners area to the Owners under this agreement.

12. For the purpose of sale and/or transfer of allocation of the Developer of the Owners no further consent of the other party shall be required and this Agreement by itself shall be treated as such consent provided the terms of the agreement are fully complied with.

13. The Certified copy of Title deeds and other documents relating to the aforesaid property shall be delivered to the Developer and cannot be mortgaged and shall be made available for inspection to the intending purchasers of the Developer's Allocations at all reasonable time during the continuance of this project and also thereafter. Upon completion of the project the title deeds and other documents shall be delivered to the Association that shall be formed for the management of the new building.

14. If required Developer shall execute and register all documents to perfect the title of the Owners of the Owners allocation, registration fees and Stamp duty, in this case shall be borne and paid by the Developer.

15. Time is the essence of this contract.

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Suleman Khan

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Nazim Rahman

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16. If the project is delayed owing to any order or injunction of any Court or statutory body or authority, the Developer shall be liable for such delay. Cost and expenses of all litigations and proceedings shall be borne and paid by the Developer. However, for any suit or proceeding relating to title of the land the land Owners shall be responsible. In such an event the time frame for completion of the project would be suitably extended.

17. It is further clarified that the Developer shall have no right title or interest in the Owner's allocation.

18. The Developer has also agreed to abide by all the provisions of the Real Estate Regulation Act and ensure 100% compliance with respect to the same and shall be solely responsible for any non-compliance in this regard.

ARTICLE - X

FORCE MAJEURE

The parties hereto shall not be considered to be liable for any obligations herein to the extent that the performance of the relative obligations prevented by the existence of the "FORCE MAJEURE" which shall mean and include flood, earth quake, riot, war, storm, tempest, old commotion, strike lock out, general labour unrest and/or any other acts or commission inquiry beyond the control of the Developer affected thereby and also Non-availability of suspended from the obligation during the duration of the "FORCE MAJEURE". Financial constraint shall not be considered a force majeure. Any incapacity on the Developer's part shall also not be considered force majeure. In case of occurrence of force majeure, the Developer within seven days shall give a notice of delay thereof in order to obtain the benefit of such delay.

Talibuz Akbar Rahman

Asifuz Raheem CONSTRUCTION
Proprietor

Nasibun Nahman
Sheesh Ratan

Nasibun Nahman
Nasibun Nahman

ARTICLE -XI**DEFAULT CLAUSE**

In the event the Developer fails to complete the said proposed building within the said stipulated period of 36 (Thirty-Six) months from the date obtaining vacant possession of the premises/sanction plan subjected to a grace period of another 6 (Six) months and/or from the date of sanction plan of the Midnapore Municipality whichever will be later for reason beyond the control of the Developer or on account of force majeure as per Force Majeure clause mentioned above. In case the developer could not complete the project in the due time than the developer and owner would discuss amicably and appropriate decision will be taken.

SCHEDULE OF THE ABOVE REFERRED TO

All the piece and parcel of land measuring 16.86 decimals lying and situated within the district - Paschim Medinipur, P.O, P.S and Municipality - Midnapore, Ward No - 22, Holding No - 1151, A.D.S.R. Midnapore, Mouza - Mirzabazar, J.L. No - 179, R.S Khatian No - 443, 277, 181, 279,44, L.R. Khatian No - 1660. Present L.R. Khatian No - 4567,4568,4569,4570,4571,4572,205,613,699,717,1652,1832, R. S - Plot No - 731, 730, 721, 722, 727, 728, 729, L.R. Plot No - 2328, 2133 be the same or little more or less on a bounded by, -

BUTTED AND BOUNDED BY

NORTH: House of Sadakar Rahaman

SOUTH: Vacant land of Obaidur Rasul

EAST: House of Sk. Jiaul Hoque

WEST: PWD Road

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Proprietor

Nashibur Rahman
Scheeder Keln

Chaman
Rahman

77 Jinnar
Nagibur

Talibur Altaf Rahman

DIMENSION OF THE LAND

NORTH: 132 feet

SOUTH: 100 feet

EAST: 30 feet

WEST: 58 feet

SCHEDULE OF OWNERS' ALLOCATION

40% of the entire construction, i.e., the reliable area of the said multi-storied building along with the inseparable proportionate share of the said land.

SCHEDULE OF DEVELOPER'S ALLOCATION

60% of the entire construction i.e., the reliable area of the said multi-storied building along with the inseparable proportionate share of the said land. This should be identified in the Final Plan submitted to the municipality.

COMMON RIGHTS AND FACILITIES: -

Stair case, common passage, water lines and water electricity main line and its wiring land and boundary wall, fixtures and fittings vacant spaces, roof and mummy roof, stair, main gage and entrance, proportionate land, pump and motor, septic tank, water reservoir and water tank.

IN WITNESS WHEREOF the parties have put their respective signature hereto the day, month and year first above written.

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Proprietor

Asif Raza

Nashir Raza

Sahar Raza

Nashir Raza
Nashir Raza

Schedule of Work: -

SPECIFICATION OF THE BUILDING CONSTRUCTION: -

- A. Number of Floors: - Multi-storeyed building.
- B. General: The building shall be R.C.C. framed structured design of Architect with good quality M.S. rods and according to sanctioned Building Plan.
- C. Brick Work: 200 mm. - Thickness Brick work shall be done on outside walls with First class bricks in Cement-sand Mortar (1:6) 125 mm/75 mm (ISI marked). Thick inside partition walls between the Flats with first class bricks will be done in Cement-Sand Mortar (1:4) as necessary.
- D. Flooring Skirting: All room, veranda and kitchen will be laid vitrified tiles or marble, block stone kitchen slab in kitchen and up to 2 ft. Height Glazed tiles over kitchen slab. In toilets ceramic tiles floor and dado up to 6 ft. Height.
- E. Plastering: The outer side, inner side and the ceiling plaster of the building will be of standard thickness and plaster of Paris to be provided in bed room, living rooms, toilet, kitchen and verandah.
- F. Painting: All internal surfaces to be plastered with cement sand mortar and finished with plaster of Paris punning. All external walls to be plastered with waterproof cement sand. Mortar and painted with cement paint.

Asifur Rahman
GLOBE CONSTRUCTION
Proprietor

Nashirul Rahman
Sulochan Raha

Nafizur Rahman
Nafizur Rahman

- G. Doors: Door Frames shall be wood & doors shall be 32 mm thick with oxidized steel hinges and tower bolts, doors, stoppers, standard make mortise lock.
- H. Windows: Shall be of sliding Aluminium Windows with glass panels and integrated M.S. Grills.

I. **Toilets and Kitchen**

Toilet :

- i) European White Commode with Cistern and one tap of Standard make.
- ii) Shower Wash basin with two taps of Standard make shall be provided.

Kitchen: One Sink, two taps of Standard make, Black stone kitchen Sheff.

A. Stair case room and Railings: Stair case room will be provided as per design and sanctioned plan M.S. Railings from ground floor to top floor with height up to 2'-6'.

B. Electrical installations:

- i) Three light points, one fan point and two plug pointing drawing/dinning space (one 15 amp plug point).
- ii) One fan point, two light points and two plug points in bed room (one 15 amp plug point).
- iii) Two light points in toilet and kitchen and one 15 amp plug points in toilet and kitchen each.
- iv) Concealed wiring with (S) Copper wire will be provided (all switches & sockets to be of Standard make).

Asifur Rahman GLOP'S CONSTRUCTION

Proprietor

Nasir bin Rahman
Scheer Rahman

Nasir bin Rahman
Nasir bin Rahman

Talbizar Altafar Rahman
@ Talbizar Rahman

All extra work other than the standard specification shall be entertained by the Developer and charged at a rate as would be decided by the building before starting of the said extra work. No outside contractor will be allowed to execute the said extra work till the possession of the flat in question is handed over to the Owner, entire payments towards such extra work shall have to be made in full before proceeding with the said extra work and any cost of such extra work shall not be adjusted in the event the Owner changing the specification as shall be provided by Developer.

C. All materials used for the construction is subjected to approval of the Architect and Far as practicable confirm to established engineering specifications of all the local materials and confirming to Indian Bureau of Standard Specification.

D. Water supply:

- i) Overhead reservoir (PVC) will be provided at the top floor of the building through Boring Water Supply.
- ii) Connected internal lines as necessary in kitchen toilet and suitable electrical pump to deliver water to overhead reservoir from ground floor reservoir.
- iii) Roof treatment shall be done as per standard practice by the Developer and he roof cannot be used for bathing, washing of clothes and/or utensils by ay of the flat Owner.

E. General Clause: The Owner evidenced by writing can also rise question about the standard and quality of the materials used during construction subjected to the B.S.I.S. Specification or C.P.W.D./P.W.D. Manuals.

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Asifur Rahman

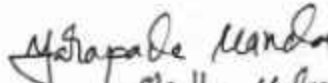
Nasirur Rahman
Sahendra Patel

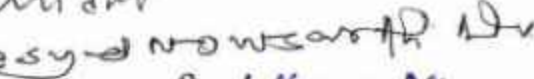
Hafizur Rahman
Nazim Rahman

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Witnesses :-

1. 
s/o Lt. Kader N. K. Manda
Nutanbagan
Midnapur
2. 
Boxidur
Midnapur

Advocate **Syed Noor Ali**

M.A., L.L.B., B.Ed., Kovid.

Advocate

Mirzabazar, Midnapur

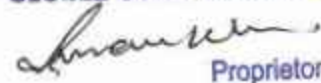
Typed by

Regd No.-F1081/1053 of 1981

This Development Agreement consists 36 (pages) including one number of nonjudicial stamp paper of Rs 5000/- (Rupees- Five Thousand) only along with four pages of finger impression of the land owners. developer has been annexed hereto forming part of the deed.

1. Nazibar Rahman
2. Talbizur Altaf Rahman @ Talbizur Rahman
3. Habibur Rahman
4. Nashibur Rahman
5. Scheer Rahman
6. Asifur Rahman

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Proprietor

Signature of the land lord

Signature of the developer

PHOTOGRAPHS & FINGER PRINTS OF THE PARTIES



Little Finger	Righter Finger	Middle Finger	Fore Finger	Thumb
Little Finger	Righter Finger	Middle Finger	Fore Finger	Thumb

Signature

GLOSLE CONSTRUCTION

Proprietor



Little Finger	Righter Finger	Middle Finger	Fore Finger	Thumb
Little Finger	Righter Finger	Middle Finger	Fore Finger	Thumb

Signature

PHOTOGRAPHS & FINGER PRINTS OF THE PARTIES

Little Finger	Righter Finger	Middle Finger	Fore Finger	Thumb
				
Little Finger	Righter Finger	Middle Finger	Fore Finger	Thumb
				

Signature

Talbizzur Altafur Rahman
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Little Finger	Righter Finger	Middle Finger	Fore Finger	Thumb
				
Little Finger	Righter Finger	Middle Finger	Fore Finger	Thumb
				

Signature

Hafizur Rahman

PHOTOGRAPHS & FINGER PRINTS OF THE PARTIES



Little Finger	Righter Finger	Middle Finger	Fore Finger	Thumb
Little Finger	Righter Finger	Middle Finger	Fore Finger	Thumb

Signature

Nashibuz Rahman



Little Finger	Righter Finger	Middle Finger	Fore Finger	Thumb
Little Finger	Righter Finger	Middle Finger	Fore Finger	Thumb

Signature

Sahedur Rahman

PHOTOGRAPHS & FINGER PRINTS OF THE PARTIES

Little Finger	Righter Finger	Middle Finger	Fore Finger	Thumb
				
Little Finger	Righter Finger	Middle Finger	Fore Finger	Thumb
				

Signature

Asifur Rehman

Little Finger	Righter Finger	Middle Finger	Fore Finger	Thumb
Little Finger	Righter Finger	Middle Finger	Fore Finger	Thumb

Signature

PHOTO



Asifur Rehman



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



192022230151791741

I-4634/2022

GRN Details

GRN:	192022230151791741	Payment Mode:	Online Payment
GRN Date:	28/10/2022 13:40:48	Bank/Gateway:	HDFC Bank
BRN :	1934059088	BRN Date:	28/10/2022 13:41:48
GRIPS Payment ID:	281020222015179173	Payment Init. Date:	28/10/2022 13:40:48
Payment Status:	Successful	Payment Ref. No:	3003081135/4/2022

[Query No*/Query Year]

Depositor Details

Depositor's Name:	Imran Khan
Address:	Mirzabazar Paschim Medinipur , West Bengal, 721101
Mobile:	7001232967
Depositor Status:	Buyer/Claimants
Query No:	3003081135
Applicant's Name:	Mr T P Mandal
Address:	A.D.S.R. MIDNAPORE
Office Name:	A.D.S.R. MIDNAPORE
Identification No:	3003081135/4/2022
Remarks:	Sale, Development Agreement or Construction agreement Payment No 4
Period From (dd/mm/yyyy):	28/10/2022
Period To (dd/mm/yyyy):	28/10/2022

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	3003081135/4/2022	Property Registration- Stamp duty	0030-02-103-003-02	35000
2	3003081135/4/2022	Property Registration- Registration Fees	0030-03-104-001-16	7
Total				35007

IN WORDS: THIRTY FIVE THOUSAND SEVEN ONLY.

Major Information of the Deed

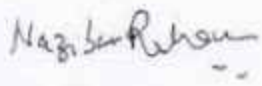
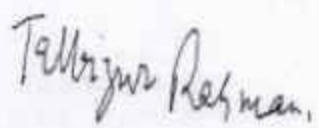
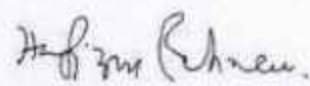
Deed No :	I-1003-04634/2022	Date of Registration	28/10/2022
Query No / Year	1003-3003081135/2022	Office where deed is registered	
Query Date	28/10/2022 1:09:24 PM	A.D.S.R. MIDNAPORE, District: Paschim Midnapore	
Applicant Name, Address & Other Details	T P Mandal Midnapur,Thana : Medinipur, District : Paschim Midnapore, WEST BENGAL, Mobile No. : 9434321485, Status :Deed Writer		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement			
Set Forth value		Market Value	
		Rs. 1,67,10,762/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 40,000/- (Article:48(g))		Rs. 7/- (Article:E)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

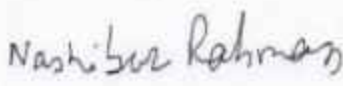
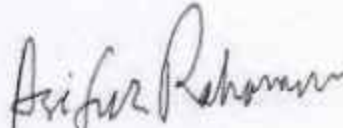
Land Details :

District: Paschim Midnapore, P.S:- Midnapore, Municipality: MIDNAPORE, Mouza: Mirjabajar, JI No: 179, Pin Code : 721101

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-2328 (RS :-721)	LR-4567	Commercial	Vastu	8.43 Dec		83,55,381/-	Property is on Road Adjacent to Metal Road,
L2	LR-2133 (RS :- 721/27,722, 728,729,730)	LR-4568	Commercial	Vastu	8.43 Dec		83,55,381/-	Property is on Road Adjacent to Metal Road,
		TOTAL :			16.86Dec	0 /-	167,10,762 /-	
	Grand Total :				16.86Dec	0 /-	167,10,762 /-	

Land Lord Details :

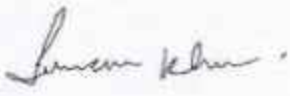
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Nazibar Rahaman Son of Late Altafur Rahaman Executed by: Self, Date of Execution: 28/10/2022 , Admitted by: Self, Date of Admission: 28/10/2022 ,Place : Office	Photo 	Finger Print 	Signature 
	28/10/2022	LTI 28/10/2022	28/10/2022	
	Baghdadabar, City:- Not Specified, P.O:- Saltora, P.S:-Saltora, District:-Bankura, West Bengal, India, PIN:- 722158 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: acxxxxxx7k, Aadhaar No: 87xxxxxxxx8790, Status :Individual, Executed by: Self, Date of Execution: 28/10/2022 , Admitted by: Self, Date of Admission: 28/10/2022 ,Place : Office			
2	Name Talbizur Altafur Rahaman, (Alias: Talbizur Alias Talbizur Rahman) Son of Late Altafur Rahaman Alias Rahaman Altafur Executed by: Self, Date of Execution: 28/10/2022 , Admitted by: Self, Date of Admission: 28/10/2022 ,Place : Office	Photo 	Finger Print 	Signature 
	28/10/2022	LTI 28/10/2022	28/10/2022	
	340q Anant Karad Road Opp To Chiplun Bazar, City:- Not Specified, P.O:- Markandi, P.S:-CHIPLUN, District:-Ratnagiri, Maharashtra, India, PIN:- 415605 Sex: Male, By Caste: Muslim, Occupation: Professionals, Citizen of: India, PAN No.:: aaxxxxxxx6n, Aadhaar No: 94xxxxxxxx6315, Status :Individual, Executed by: Self, Date of Execution: 28/10/2022 , Admitted by: Self, Date of Admission: 28/10/2022 ,Place : Office			
3	Name Hafizur Rahman Son of Late Altafur Rahman Executed by: Self, Date of Execution: 28/10/2022 , Admitted by: Self, Date of Admission: 28/10/2022 ,Place : Office	Photo 	Finger Print 	Signature 
	28/10/2022	LTI 28/10/2022	28/10/2022	
	Baghdadabar, City:- Not Specified, P.O:- Saltora, P.S:-Saltora, District:-Bankura, West Bengal, India, PIN:- 722158 Sex: Male, By Caste: Muslim, Occupation: Advocate, Citizen of: India, PAN No.:: aexxxxxxx3e, Aadhaar No: 95xxxxxxxx1076, Status :Individual, Executed by: Self, Date of Execution: 28/10/2022 , Admitted by: Self, Date of Admission: 28/10/2022 ,Place : Office			

4	Name Nashibur Rahman Son of Late Altafur Rahman Executed by: Self, Date of Execution: 28/10/2022 , Admitted by: Self, Date of Admission: 28/10/2022 ,Place : Office	Photo 	Finger Print 	Signature 
	28/10/2022	28/10/2022	28/10/2022	
158 C Karya Road, City:- Not Specified, P.O:- Circus Avenue, P.S:-Beniapukur, District:-Kolkata, West Bengal, India, PIN:- 700017 Sex: Male, By Caste: Muslim, Occupation: Retired Person, Citizen of: India, PAN No.:: adxxxxxx4k,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 28/10/2022 , Admitted by: Self, Date of Admission: 28/10/2022 ,Place : Office				
5	Name Saheedur Rahman Son of Late Altafur Rahman Executed by: Self, Date of Execution: 28/10/2022 , Admitted by: Self, Date of Admission: 28/10/2022 ,Place : Office	Photo 	Finger Print 	Signature 
	28/10/2022	28/10/2022	28/10/2022	
158 C Karaya Road Circus Avenue, City:- Not Specified, P.O:- Circus Avenue, P.S:-Beniapukur, District:-Kolkata, West Bengal, India, PIN:- 700017 Sex: Male, By Caste: Muslim, Occupation: Private Service, Citizen of: India, PAN No.:: acxxxxxx1m,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 28/10/2022 , Admitted by: Self, Date of Admission: 28/10/2022 ,Place : Office				
6	Name Asifur Rahaman (Presentant) Son of Late Altafur Rahaman Executed by: Self, Date of Execution: 28/10/2022 , Admitted by: Self, Date of Admission: 28/10/2022 ,Place : Office	Photo 	Finger Print 	Signature 
	28/10/2022	28/10/2022	28/10/2022	
Baghadabar, City:- Not Specified, P.O:- Saltora, P.S:-Saltora, District:-Bankura, West Bengal, India, PIN:- 722158 Sex: Male, By Caste: Muslim, Occupation: Cultivation, Citizen of: India, PAN No.:: bwxxxxxx1g,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 28/10/2022 , Admitted by: Self, Date of Admission: 28/10/2022 ,Place : Office				

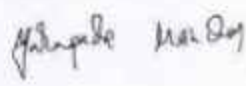
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Globe Construction Mirzabazar, City:- Not Specified, P.O:- Midnapur, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India PIN:- 721101 , PAN No.:: awxxxxxx8m,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Imran Khan Son of Late Mujibur Rahaman Khan Date of Execution - 28/10/2022, , Admitted by: Self, Date of Admission: 28/10/2022, Place of Admission of Execution: Office	Photo 	Finger Print 	Signature 
	Oct 28 2022 2:02PM	LTI 28/10/2022	28/10/2022	
Mirzabazar, City:- Not Specified, P.O:- Midnapur, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721101, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: AWxxxxxx8M,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of Globle Construction (as Proprietor)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Tarapada Mandal Son of Late Kedar Nath Mandal Nutanbazar, City:- Not Specified, P.O:- Midnapur, P.S:-Medinipur, District:- Paschim Midnapore, West Bengal, India, PIN:- 721101			
	28/10/2022	28/10/2022	28/10/2022
Identifier Of Nazibar Rahaman, Talbizur Altafur Rahaman, Hafizur Rahman, Nashibur Rahman, Saheedur Rahman, Asifur Rahaman, Imran Khan			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Nazibar Rahaman	Globle Construction-1.405 Dec
2	Talbizur Altafur Rahaman	Globle Construction-1.405 Dec
3	Hafizur Rahman	Globle Construction-1.405 Dec
4	Nashibur Rahman	Globle Construction-1.405 Dec
5	Saheedur Rahman	Globle Construction-1.405 Dec
6	Asifur Rahaman	Globle Construction-1.405 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Nazibar Rahaman	Globle Construction-1.405 Dec
2	Talbizur Altafur Rahaman	Globle Construction-1.405 Dec
3	Hafizur Rahman	Globle Construction-1.405 Dec
4	Nashibur Rahman	Globle Construction-1.405 Dec
5	Saheedur Rahman	Globle Construction-1.405 Dec
6	Asifur Rahaman	Globle Construction-1.405 Dec

Land Details as per Land Record

District: Paschim Midnapore, P.S:- Midnapore, Municipality: MIDNAPORE, Mouza: Mirjabajar, JI No: 179, Pin Code : 721101

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2328, LR Khatian No:- 4567	Owner:লজিবর রহমান, Gurdian:আলতাফর , Address:বাগডোবর , Classification:উদ্বাস্ত, Area:0.00700000 Acre,	Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 2133, LR Khatian No:- 4568		Seller is not the recorded Owner as per Applicant.

On 28-10-2022**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

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

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

Presented for registration at 12:45 hrs on 28-10-2022, at the Office of the A.D.S.R. MIDNAPORE by Asifur Rahaman , 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 1,67,10,762/-

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

Execution is admitted on 28/10/2022 by 1. Nazibar Rahaman, Son of Late Altafur Rahaman, Baghadabar, P.O: Saltora, Thana: Saltora, , Bankura, WEST BENGAL, India, PIN - 722158, by caste Hindu, by Profession Retired Person, 2. Talbizur Altafur Rahaman, Alias Talbizur Alias Talbizur Rahman, Son of Late Altafur Rahaman Alias Rahaman Altafur, 340q Anant Karad Road Opp To Chiplun Bazar, P.O: Markandi, Thana: CHIPLUN, , Ratnagiri, MAHARASHTRA, India, PIN - 415605, by caste Muslim, by Profession Professionals, 3. Hafizur Rahman, Son of Late Altafur Rahman, Baghadabar, P.O: Saltora, Thana: Saltora, , Bankura, WEST BENGAL, India, PIN - 722158, by caste Muslim, by Profession Advocate, 4. Nashibur Rahman, Son of Late Altafur Rahman, 158 C Karya Road, P.O: Circus Avenue, Thana: Beniapur, , Kolkata, WEST BENGAL, India, PIN - 700017, by caste Muslim, by Profession Retired Person, 5. Saheedur Rahman, Son of Late Altafur Rahman, 158 C Karaya Road Circus Avenue, P.O: Circus Avenue, Thana: Beniapur, , Kolkata, WEST BENGAL, India, PIN - 700017, by caste Muslim, by Profession Private Service, 6. Asifur Rahaman, Son of Late Altafur Rahaman, Baghadabar, P.O: Saltora, Thana: Saltora, , Bankura, WEST BENGAL, India, PIN - 722158, by caste Muslim, by Profession Cultivation

Indetified by Mr Tarapada Mandal, . . Son of Late Kedar Nath Mandal, Nutanbazar, P.O: Midnapur, Thana: Medinipur, . Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by profession Deed Writer

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

Execution is admitted on 28-10-2022 by Imran Khan, Proprietor, Globle Construction (Partnership Firm), Mirzabazar, City:- Not Specified, P.O:- Midnapur, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721101

Indetified by Mr Tarapada Mandal, . . Son of Late Kedar Nath Mandal, Nutanbazar, P.O: Midnapur, Thana: Medinipur, . Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by profession Deed Writer

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7.00/- (E = Rs 7.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 7/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/10/2022 1:41PM with Govt. Ref. No: 192022230151791741 on 28-10-2022, Amount Rs: 7/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1934059088 on 28-10-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,000/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 35,000/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 14556, Amount: Rs.5,000.00/-, Date of Purchase: 28/10/2022, Vendor name: Soumen Kumar De

2. Stamp: Type: Court Fees, Amount: Rs.10.00/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 28/10/2022 1:41PM with Govt. Ref. No: 192022230151791741 on 28-10-2022, Amount Rs: 35,000/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1934059088 on 28-10-2022, Head of Account 0030-02-103-003-02



Ashim Das

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. MIDNAPORE

Paschim Midnapore, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1003-2022, Page from 97466 to 97515
being No 100304634 for the year 2022.



Digitally signed by ASHIM DAS
Date: 2022.11.02 15:57:52 +05:30
Reason: Digital Signing of Deed.

(Ashim Das) 2022/11/02 03:57:52 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. MIDNAPORE
West Bengal.

(This document is digitally signed.)
