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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

6-20 P.M.

6-20 P.M.
17/8/22



AB 177840

2/2414888/22

Certified that the Document is authentic
 Registration of the Signatures and
 endorsement made attached to this document
 are the per of the Encumbrance

Additional Registrar
 of Assurances - II Kolkata

Additional Registrar of Assurances - II
 Kolkata

20 AUG 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the
17th day of AUGUST, TWO THOUSAND and TWENTY TWO
 (2022) BY AND BETWEEN: 1. SRI MANUJ KHETAWAT, PAN -
 ARLPK3532H, (AADHAAR No. - 403475919070), Son of Sri Lalit
 Kumar Khetawat, 2. SRI HARSHIT KHETAWAT, PAN -
 AUBPK2669L, (AADHAAR No. - 3179-5811-7800), son of Sri

1592-19/13

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27/09/2022

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ডেডার নাম -

সংখ্যা -

স্ট্যাম্প মূল্য -

ভেদার -

50/-

MD. NURUL HAQUE
Advocate
Enrolment No. WB/199/86
26K, Kustia Road, Kolkata-39

বারগাত কোর্ট, উত্তর ২৪ পরগণা

ভেদার - শ্রী হুমায়ুন চন্দ্র সাধু

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4 MAR 2022

তারিখ -

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মোট স্ট্যাম্প মূল্য -

ড্রেজারী অফিস - বারগাত



Life Ahmad Khan



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
17 AUG 2022

Bankim Sarker
S/o - Karlik Sarker
Will - Derock, P.O. - Mamudpur
P.S. - Nainhati, Dist - 24 P.S. (M)
no. - 243166
Occupation - Advocate




Government of West Bengal

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




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

Signature / LTI Sheet of Query No/Year 19022002414888/2022

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

| Sl No. | Name of the Executant | Category | Photo | Finger Print | Signature with date |
|--------|--|-----------|---|--|--|
| 1 | Mr MANUJ KHETAWAT 19A, Sarat Bose Road, City:- Not Specified, P.O:- LALA LAJPAT ROY SARANI, P.S:- Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700020 | Land Lord |  | 4188  |  (Manuj Khetawat) 17/08/2022 |
| 2 | Mr HARSHIT KHETAWAT 19A, Sarat Bose Road, City:- Not Specified, P.O:- LALA LAJPAT ROY SARANI, P.S:-Bhawanipore, District:-South 24- Parganas, West Bengal, India, PIN:- 700020 | Land Lord |  | 4189  |  (HARSHIT KHETAWAT) 17/08/2022 |

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

| Sl No. | Name of the Executant | Category | Photo | Finger Print | Signature with date |
|--------|---|--|---|---|------------------------------------|
| 3 | Mr ZAFAR AHMED KHAN 33 BELGACHIA RD, City:- Not Specified, P.O:- BELGACHIA, P.S:- Tala, District:-South 24-Parganas, West Bengal, India, PIN:- 700037 | Representative of Developer [CENTRAL HOLDING PRIVATE LIMITED] |  | 4186  | Zafar Ahmed Khan 17/08/22 |
| 4 | Mr LALIT KUMAR KHETAWAT 19A, Saral Bose Road, City:- Not Specified, P.O:- LALA LAJPAT ROY SARANI, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 | Representative of Land-Lord [AARPEE TRADING & HOLDING S PRIVATE LIMITED] |  | 4187  | LALIT KUMAR KHETAWAT 17/08/2022 |
| Sl No. | Name and Address of identifier | Identifier of | Photo | Finger Print | Signature with date |
| 1 | Mr BANKIM SARKAR Son of Mr KARTIK SARKAR Village:- DEVOCK, P.O:- MAMUDPUR, P.S:-Naihati, District:- North 24-Parganas, West Bengal, India, PIN:- 743166 | Mr MANUJ KHETAWAT, Mr HARSHIT KHETAWAT, Mr ZAFAR AHMED KHAN, Mr LALIT KUMAR KHETAWAT |  | 4192  | Bankim Sarkar 17/08/2022 |

(Satyajit Biswas)

ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. -
II KOLKATA
Kolkata, West Bengal



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

GRN Details

GRN: 192022230099465668 Payment Mode: Online Payment (SBI Epay)
GRN Date: 17/08/2022 10:26:42 Bank/Gateway: SBIEpay Payment Gateway
BRN: 3218891172739 BRN Date: 17/08/2022 10:32:13
Gateway Ref ID: CHK1975537 Method: State Bank of India NB
Payment Status: Successful Payment Ref. No: 2002414888/3/2022

[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr CENTRAL HOLDING PVT LTD
Address: 267, B.B. GANGULY STREET, KOLKATA - 700012
Mobile: 9831023140
EMail: ZAFARKHANBEEU@GMAIL.COM
Period From (dd/mm/yyyy): 17/08/2022
Period To (dd/mm/yyyy): 17/08/2022
Payment ID: 2002414888/3/2022
Dept Ref ID/DRN: 2002414888/3/2022

Payment Details

| Sl. No. | Payment ID | Head of A/C Description | Head of A/C | Amount (₹) |
|---------|-------------------|--|--------------------|---------------|
| 1 | 2002414888/3/2022 | Property Registration- Stamp duty | 0030-02-103-003-02 | 75021 |
| 2 | 2002414888/3/2022 | Property Registration- Registration Fees | 0030-03-104-001-16 | 50021 |
| | | | Total | 125042 |

IN WORDS: ONE LAKH TWENTY FIVE THOUSAND FORTY TWO ONLY.



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

17 AUG 2022

Surendra Kumar Khetawat, both by faith- Hindu, both by occupation - Business, both by nationality - Indian, both are residing at 19A, Sarat Bose Road, P.O.- Lala Lajpat Roy Sarani, P.S.- Bhowanipore, Kolkata- 700 020, **3. M/S AARPEE TRADING & HOLDINGS (P) LTD., PAN -AACCA5974E**, a company incorporated under the Companies Act, 1956, having its Registered Office at 19A, Sarat Bose Road, P.O.- Lala Lajpat Roy Sarani, P.S.- Bhowanipore, Kolkata- 700 020, represented by its director **LALIT KUMAR KHETAWAT, PAN - AFCPK5724N, (AADHAAR No. 703939144580)**, son of Late Prahlad Rai Khetawat, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at 19A, Sarat Bose Road, P.O.- Lala Lajpat Roy Sarani, P.S.- Bhowanipore, Kolkata- 700 020, hereinafter called and referred to as the "**OWNERS**"(which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include their respective heirs, heiress, executors, legal representatives, administrators, successors and assigns) of the **ONE PART.**

AND

CENTRAL HOLDING PRIVATE LIMITED, PAN- AACCC0885G, a company registered under the Companies Act, 1956, having its Registered Office at 267 B.B. Ganguly Street, P.O. & P.S.- Bow Bazar, Kolkata - 700 012, represented by one of its director, **ZAFAR AHMED KHAN, PAN- AIHPK8406F, (AADHAR NO.- 407207225546)**, Son of

Nasir Ahmed Khan, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at 33, Belgachia Road, P.O.- Belgachia, P.S.- Tala, Kolkata- 700 037, who has been duly authorized by way of resolution of the Board of Directors to represent the Company, hereinafter jointly referred to as "**THE DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its legal representatives, executors, administrators, successor and/or successors in office and assigns) of the **SECOND PART**.

WHEREAS:

- A. One Shyama Prosad Sil, son of Umesh Chandra Sil by way of registered Indenture of Sale dated 22.09.1971 duly registered in the Office of the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 291, Pages 21 to 23 being No. 3762 for the year 1980 sold, conveyed and transferred two premises viz. ALL THAT undivided half share in the land measuring 4 Cottahs and 13 Chittaks of rent free land be the same a little more or less with a brick-built one storied structures standing thereon which contains a number of shop rooms all let out to different tenants and togetherwith the structure standing on the Northern side of Bipin Behari Ganguly and is known and numbered as Municipal Premises No. 169/A, Bipin Behari Ganguly Street which premises is a part and Holding No. 96, Block No. II in the North Division of Calcutta and ALL THAT undivided half share in the land

measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith one brick build pucca Two storied building and togetherwith two out houses one on the Northern and another on the Eastern side of the aforesaid land, the entire block known and numbered as Municipal Premises No. 169/B, Bipin Bihari Ganguly Street and which Municipal Premises is a part of the Holding No. 96, Block No. II, in the North-Division of the town of Calcutta within Police Station - Muchipara and within jurisdiction of the Registrar of Assurances of the town of Calcutta in favour of Rana Kishore Chandra, since deceased.

- B.** The said Rana Kishore during his life by way of Court Sale made by the Sheriff of Calcutta dated 07.11.1973 which was confirmed on 24.07.1974 in Suit No. 1465 of 1961 by the Hon'ble High Court in its ordinary Civil Jurisdiction also purchased another undivided half share in the land measuring 4 Cottahs and 13 Chittaks of rent free land be the same a little more or less with a brick-built one storied structures standing thereon at Municipal Premises No. 169/A, Bipin Behari Ganguly Street which premises is a part and Holding No. 96, Block No. II in the North Division of Calcutta and undivided half share in the land measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith one brick build pucca two storied building and togetherwith two out houses as Municipal Premises No. 169/B, Bipin Bihari Ganguly Street both in the town of Calcutta within Police Station Munchipara.

C. In the event aforesaid two sale deeds said Rana Kishore Chandra became absolute owner and person in possession in respect of ALL THAT 4 Cottahs and 13 Chittaks of rent free land be the same a little more or less with a brick-built one storied structures standing thereon at Municipal Premises No. 169/A, Bipin Behari Ganguly Street, Calcutta Municipal Corporation Ward No. 67 Calcutta - 700 012, and land measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith brick-built pucca two storied building standing thereon at as Municipal Premises No. 169/B, Bipin Bihari Ganguly Street Calcutta Municipal Corporation Ward No. 67 Calcutta - 700 012, in total Land of the said two premises comes to measuring 21 Cottahs of rent free land be the same a little more or less togetherwith structures standing thereon, hereinafter collectively referred to as the "said Premises" and morefully and particularly described in the First Schedule hereunder Written. It is pertinent to mention herein that although in the said Court Sale was made by the Sheriff of Calcutta dated 07.11.1973 which was confirmed on 24.07.1974 in Suit No. 1465 of 1961 by the Hon'ble High Court in its ordinary Civil Jurisdiction the total land area was mentioned as One Bigha One Cottah and One Chhittak equivalent to 21 Cottahs 1 Chhitaks but on perusal of the all deeds and documents the total land area is considered as 21 Cottahs only. But it is fact neither Court Sale or said Indenture of Sale dated 22.09.1971 no map was annexed with the said two documents, as such it was not

possible to know actual physical measurement of the said Two Premises.

- D.** The said Rana Kishore Chandra being Hindu and governed by Dayabhaga School of Hindu while thus seized, possessed and sufficiently entitled to **ALL THAT** 4 Cottahs and 13 Chittaks of rent free land be the same a little more or less with a brick-built one storied structures standing thereon at Municipal Premises No. 169/A, Bipin Behari Ganguly Street and land measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith one brick build pucca two storied building and another brick-built two out houses standing thereon at as Municipal Premises No. 169/B, Bipin Bihari Ganguly Street in total Land measuring **21 (Twenty One) Cottahs** of rent free land be the same a little more or less togetherwith structures standing thereon lying at and being Premises No. 169/A and 169/B, Bipin Bihari Ganguly Street, P.S.- Munchipara, Calcutta Municipal Corporation Ward No. 67 Calcutta - 700 012, died intestate on 13.10.1986 leaving behind his surviving his widow wife namely Smt. Bela Rani Chandra, his Four Sons namely Susanta Chandra, Prasanta Chandra, Supravat Chandra and Subrata Chandra and two daughters namely Smt. Shibani Chandra and Smt. Indrani Chandra as his legal heirs and successors, who inherited the property left behind by said Rana Kishore Chandra.
- E.** In the event of thus happened said Smt. Bela Rani Chandra, Susanta Chandra, Prasanta Chandra, Supravat Chandra, Subrata Chandra, Smt. Shibani Chandra and Smt. Indrani Chandra

became absolute joint owners and persons in possession having each of them 1/7th Share in the said landed property viz. ALL THAT 4 Cottahs and 13 Chittaks of rent free land be the same a little more or less with a brick-built one storied structures standing thereon at Municipal Premises No. 169/A, BipinBehari Ganguly Street and land measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith one brick build pucca two storied building and another brick-built two out houses standing thereon at as Municipal Premises No. 169/B, Bipin Bihari Ganguly Street togetherwith structures standing thereon lying at and being Premises No. 169/A and 169/B, Bipin Bihari Ganguly Street, P.S.- Munchipara, the then Calcutta Municipal Corporation Ward No. 67 at present Kolkata Municipal Corporation Ward no. 048, the then Calcutta and presently Kolkata - 700 012 and thereafter said Smt. Bela Rani Chandra, Susanta Chandra, Prasanta Chandra, Supravat Chandra, Subrata Chandra, Smt. Shibani Chandra and Smt. Indrani Chandra applied for mutation and upon consideration of right, title, interest and possession the concerned authority of Kolkata Municipal Corporation mutated the names of said Smt. Bela Rani Chandra, Susanta Chandra, Prasanta Chandra, Supravat Chandra, Subrata Chandra, Smt. Shibani Chandra and Smt. Indrani Chandra as owners in respect of Premises No. 169/A, B.B. Ganguly Street under Assessee No. 110480300786 and also Premises No. 169/B, B.B. Ganguly Street under Assessee No. 110480300798.

F. That said Smt. Shibani Chandra while thus seized, possessed and sufficiently entitled to 1/7th share in the ALL THAT 4 Cottahs and 13 Chittaks of rent free land be the same a little more or less with a brick-built one storied structures standing thereon at Municipal Premises No. 169/A, Bipin Behari Ganguly Street and land measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith one brick build pucca two storied building and togetherwith two out houses standing thereon at as Municipal Premises No. 169/B, Bipin Bihari Ganguly Street in total Land measuring 21 (Twenty One) Cottahs of rent free land be the same a little more or less togetherwith structures standing thereon lying at and being Premises No. 169/A and 169/B, Bipin Bihari Ganguly Street, P.S.- Munchipara, the then Calcutta Municipal Corporation Ward No. 67 at present Kolkata Municipal Corporation Ward no. 048, the then Calcutta and presently Kolkata - 700 012 under Assessee No. 110480300786 and under Assessee No. 110480300798 respectively by way of two deeds of Gift dated 12.03.1987 being Deed Nos. 2760 for the year 1987 and 2777 for the year 1987 gifted, conveyed and transferred her 1/7th share in the **ALL THAT** 4 Cottahs and 13 Chittaks of rent free land be the same a little more or less with a brick-built one storied structures standing thereon at Municipal Premises No. 169/A, Bipin Behari Ganguly Street and land measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith one brick build pucca two storied building and togetherwith two out houses standing thereon at as Municipal

Premises No. 169/B, Bipin Bihari Ganguly Street in total Land measuring 21 (Twenty One) Cottahs of rent free land be the same a little more or less togetherwith structures standing thereon lying at and being Premises No. 169/A and 169/B, Bipin Bihari Ganguly Street, P.S.- Munchipara, the then Calcutta Municipal Corporation Ward No. 67 at present Kolkata Municipal Corporation Ward no. 048, the then Calcutta and presently Kolkata - 700 012 under Assessee No. 110480300786 and under Assessee No. 110480300798 in favour of her two brothers Sri Susanta Chandra and Sri Prasanta Chandra.

- G. In the event as aforesaid the said Susanta Chandra and Prasanta Chandra became the absolute joint owners and persons in possession in respect of 3/7th share in respect of the **ALL THAT** 4 Cottahs and 13 Chittaks of rent free land be the same a little more or less with a brick-built one storied structures standing thereon at Municipal Premises No. 169/A, Bipin Behari Ganguly Street and land measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith one brick build pucca two storied building and two out houses building standing thereon at as Municipal Premises No. 169/B, Bipin Bihari Ganguly Street in total Land measuring 21 (Twenty One) Cottahs of rent free land be the same a little more or less togetherwith structures standing thereon lying at and being Premises No. 169/A and 169/B, Bipin Bihari Ganguly Street, P.S.- Munchipara, the then Calcutta Municipal Corporation Ward No. 67 at present Kolkata Municipal Corporation Ward no. 048, the then Calcutta and presently

Kolkata - 700 012 under Assessee No. 110480300786 and under Assessee No. 110480300798.

- H.** By way of Deed of Gift dated 10.05.2002, duly registered in the Office of the Addl. Registrar of Assurances-II, Kolkata and recorded in Book No.- I, Volume No. 3, Pages from 1 to 14, being No. 3229 for the year 2002, said Bela Rani Chandra gifted, conveyed and transferred ALL THAT undivided 1/7th share of interest right, title in the Shop Room measuring 225 Sq. Ft. lying at Premises No. 169/A, Bipin Bihari Ganguly Street, P.S.- Munchipara, Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012 in favour of said Subrato Chandra out of said entire premises as owner of the M/s. R.K. Chandra & Sons.
- I.** By way of another Deed of Gift dated 10.05.2002, duly registered in the Office of the Addl. Registrar of Assurances-II, Kolkata and recorded in Book No.- I, Volume No. 3, Pages from 1 to 14, being No. 3230 for the year 2002, said Supravat Chandra, Susanta Chandra, Shibani Chandra, Prasanta Chandra, Indrani Chandra nee Pal jointly gifted, conveyed and transferred ALL THAT undivided 5/7th share of interest right, title in the Shop Room measuring 225 Sq. Ft. built up area lying at Premises No. 169/A, Bipin Bihari Ganguly Street, P.S.- Munchipara, Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012 in favour of said Subrato Chandra out of said entire premises as owner of the M/s. R.K. Chandra & Sons.
- J.** In the event of said two gift deeds the said Subrata Chandra became absolute sole owner and person in possession in respect of

said Shop Room measuring 225 Sq. Ft. built up area lying at Premises No. 169/A, Bipin Bihari Ganguly Street, P.S.- Munchipara, Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012 (hereinafter referred to as the "said Shop Room") including 1/7th share in 4 Cottahs and 13 Chittaks of rent free land be the same a little more or less with a brick-built one storied structures standing thereon at Municipal Premises No. 169/A, Bipin Behari Ganguly Street and 1/7th share land measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith one brick build pucca two storied building and two out houses standing thereon at as Municipal Premises No. 169/B, Bipin Bihari Ganguly Street in total Land measuring 21 (Twenty One) Cottahs of rent free land be the same a little more or less togetherwith structures standing thereon lying at and being Premises No. 169/A and 169/B, Bipin Bihari Ganguly Street, P.S.- Munchipara, Kolkata Municipal Corporation Ward no. 048, Kolkata - 700 012.

- K.** That the said Sri Susanta Chandra and said Prasanta Chandra while thus seized, possessed and sufficiently entitled to ALL THAT 3/7th share in said two premises viz. Premises No. 169/A, BipinBehari Ganguly Street and 3/7th share in premises No. Premises No. 169/B, Bipin Bihari Ganguly Street under the then Calcutta Municipality Assessee No. 110480300786 and under Assessee No. 110480300798 by way of Deed of Sale dated 10.05.2002, duly registered in the Office of the Addl. Registrar of Assurances- II, Kolkata and recorded in Book No. - I, being Deed

No. 2097 for the year 2003 making said Shibani Chandra as confirming Party sold, conveyed and transferred **ALL THAT** undivided 1/7th share in 6 Cottahs and 2 Chittaks of rent free land be the same a little more or less with a brick-built one storied structures standing thereon except shop room measuring 225 Sq. Ft. Built Up Area at Municipal Premises No. 169/A, Bipin Behari Ganguly Street P.S.- Munchipara, formerly Calcutta Municipal Corporation Ward no. 67 at present Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012 and 1/7th share land measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith one brick build pucca two storied building and togetherwith two out houses on the northern and another eastern side of the land standing thereon at as Municipal Premises No. 169/B, Bipin Bihari Ganguly Street P.S.- Munchipara, formerly Calcutta Municipal Corporation Ward no. 67 at present Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012 in favour of Messers R.N.R. Development & Consultant Private Limited upon consideration mentioned therein. Said Bela Rani Chandra, Supravat Chandra and Indrani Chandra nee Pal while thus jointly seized, possessed and sufficiently entitled to **ALL THAT** 3/7th share Premises No. 169/A, Bipin Behari Ganguly Street and 3/7th share in Premises No. 169/B, Bipin Bihari Ganguly Street lying under Assessee No. 110480300786 and under Assessee No. 110480300798 by way of Deed of Sale dated 10.05.2002, duly registered in the Office of the Addl. Registrar of Assurances- II, Kolkata and recorded in Book

No. - I, being Deed No. 2096 for the year 2003 sold, conveyed and transferred **ALL THAT** undivided 1/7th share in 6 Cottahs and 2 Chittaks of rent free land be the same a little more or less with a brick-built one storied structures standing thereon except shop room measuring 225 Sq. Ft. Built Up Area at Municipal Premises No. 169/A, Bipin Behari Ganguly Street P.S.- Munchipara, formerly Calcutta Municipal Corporation Ward no. 67 at present Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012 and 1/7th share land measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith one brick build pucca two storied building and togetherwith two out houses on the northern and another eastern side of the land standing thereon at as Municipal Premises No. 169/B, Bipin Bihari Ganguly Street P.S.- Munchipara, formerly Calcutta Municipal Corporation Ward no. 67 at present Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012, in favour of Messers R.N.R. Development & Consultant Private Limited upon consideration mentioned therein. That said Subrata Chandra while thus seized, possessed and sufficiently entitled to **ALL THAT** 1/7th share including said Shop Room measuring 225 Sq. Ft. built up area lying at Premises No. 169/A, Bipin Behari Ganguly Street and 1/7th share in the Premises No. 169/B, Bipin Bihari Ganguly Street under Assessee No. 110480300786 and under Assessee No. 110480300798 respectively by way of Deed of Sale dated 10.05.2002, duly registered in the Office of the Addl. Registrar of Assurances- II, Kolkata and recorded in Book No. - I, being Deed No. 2098 for the

year 2003 sold, conveyed and transferred **ALL THAT** undivided 1/7th share in 6 Cottahs and 2 Chittaks of rent free land be the same a little more or less with a brick-built one storied structures standing thereon except shop room measuring 225 Sq. Ft. Built Up Area at Municipal Premises No. 169/A, Bipin Behari Ganguly Street P.S.- Munchipara, formerly Calcutta Municipal Corporation Ward no. 67 at present Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012 and 1/7th share land measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith one brick build pucca two storied building and togetherwith two out houses on the northern and another eastern side of the land standing thereon at as Municipal Premises No. 169/B, Bipin Bihari Ganguly Street P.S.- Munchipara, formerly Calcutta Municipal Corporation Ward no. 67 at present Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012, in favour of Messers R.N.R. Development & Consultant Private Limited upon consideration mentioned therein. Thereafter said Subrata Chandra by way of Deed of Conveyance dated 07.05.2010 duly registered in the Office of the A.R.A.- II, Kolkata, being Deed No. 4415 for the year 2010 sold, conveyed and transferred **ALL THAT** One Shop Room measuring 225 Sq. Ft. Built Up Area a little more or less on the Ground Floor lying at Premises No. 169/A, B.B. Ganguly Street, Kolkata- 700 012 togetherwith proportionate share of land and common amenities in favour of Sri Binay Singh upon consideration mentioned thereon. It is mentioned that clarified herein that although in the previous deeds and documents it has

been found that the land measuring 4 Cottahs and 13 Chittaks lying at premises No. 169A, B.B. Ganguly Street but during execution and registration of the aforesaid three deeds being Deed Nos. 2096/2003, 2097/2003 and 2098/2003 upon the physical measurement it is found that land measuring about 6 Cottahs 2 Chhittaks lying in Premises No. 169A, B.B. Ganguly Street and Land measuring 16 Cottahs 3 Chhittaks lying in Premises No. 169B, B.B. Ganguly Street, i.e. in total landed area comes to **22 Cottah 5 Chhittaks** and as such said three deeds was executed and registered on the basis of the total physical landed area i.e. **22 Cottahs 5 Chhittaks** lying in said Premises Nos. 169A and 169B, B.B. Ganguly Street **except** shop room measuring **225 Sq. Ft.** Built Up Area equivalent **5 Chhitaks** of landed area at Municipal Premises No. 169A, Bipin Behari Ganguly Street.

- L. In the event as aforesaid by virtue of the aforesaid three sale Deeds the said Messers R.N.R. Development & Consultant Private Limited became absolute Owner and person in possession in respect of **ALL THAT 5/7th share** in the 5 Cottahs and 13 Chittaks of rent free land be the same a little more or less together with a brick-built one storied structures standing thereon except shop room measuring 225 Sq. Ft. Built Up Area at Municipal Premises No. 169/A, Bipin Bihari Ganguly Street P.S.-Munchipara, the then Calcutta Municipal Corporation Ward no. 67, presently K.M.C. Ward No. 048, Kolkata - 700 012, morefully and particularly mentioned in the "Part - I" of the Second Schedule and **5/7th share** land measuring 16 Cottahs 3 Chhitaks

of rent free land be the same a little more or less togetherwith one brick build pucca two storied building and togetherwith two out houses on the northern and another eastern side of the land standing thereon at as Municipal Premises No. 169/B, Bipin Bihari Ganguly Street P.S.- Munchipara, the then Calcutta Municipal Corporation Ward no. 67, presently K.M.C. Ward No.- 048, Kolkata - 700 012, morefully and particularly mentioned in the "Part - II" of the Second Schedule in total **5/7th share** in total Land measuring 22 (Twenty Two) Cottahs equivalent to **15 (Fifteen) Cottahs 11 (Eleven) Chhitaks 20 (Twenty) Sq. Ft.** of rent free land be the same a little more or less togetherwith structures standing thereon lying at and being Premises No. 169/A and 169/B, Bipin Bihari Ganguly Street, P.S.- Munchipara, presently Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012, hereinafter collectively referred to as the "**said Property**" and morefully and particularly described in the Second Schedule hereunder Written.

- M.** In the event while thus said Messers R.N.R. Development & Consultant Private Limited seized, possessed and sufficiently entitled to said property viz. **ALL THAT 5/7th share** in the 5 Cottahs and 13 Chittaks of rent free land be the same a little more or less together with a brick-built one storied structures standing thereon except shop room measuring 225 Sq. Ft. Built Up Area at Municipal Premises No. 169/A, Bipin Bihari Ganguly Street P.S.- Munchipara, K.M.C. Ward No. 048, Kolkata - 700 012 and **5/7th share** land measuring 16 Cottahs 3 Chhitaks of rent free land be

the same a little more or less togetherwith one brick build pucca two storied building and togetherwith two out houses on the northern and another eastern side of the land standing thereon at as Municipal Premises No. 169/B, Bipin Bihari Ganguly Street P.S.- Munchipara, K.M.C. Ward No.- 048, Kolkata - 700 012, in total **5/7th share** in total Land measuring 22 (Twenty Two) Cottahs equivalent to **15 (Fifteen) Cottahs 11 (Eleven) Chhitaks 20 (Twenty) Sq. Ft.** of rent free land be the same a little more or less togetherwith structures standing thereon lying at and being Premises No. 169/A and 169/B, Bipin Bihari Ganguly Street, P.S.- Munchipara, presently Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012, by way of registered Deed of Conveyance dated 29.07.2011, duly registered in the Office of the A.R.A.- II, Kolkata and recorded in Book No.- I, CD Volume No. 41, Pages from 3637 to 3651, being No. 10796 for the year 2011 sold, conveyed and transferred said property **ALL THAT 5/7th share** in the 5 Cottahs and 13 Chittaks of rent free land be the same a little more or less together with a brick-built one storied structures standing thereon except shop room measuring 225 Sq. Ft. Built Up Area at Municipal Premises No. 169/A, Bipin Bihari Ganguly Street P.S.- Munchipara, K.M.C. Ward No. 048, Kolkata - 700 012 and **5/7th share** land measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith one brick build pucca two storied building and togetherwith two out houses on the northern and another eastern side of the land standing thereon at as Municipal Premises No. 169/B, Bipin Bihari

Ganguly Street P.S.- Munchipara, K.M.C. Ward No.- 048, Kolkata - 700 012, in total **5/7th share** in total Land measuring 22 (Twenty Two) Cottahs equivalent to **15 (Fifteen) Cottahs 11 (Eleven) Chhitaks 20 (Twenty) Sq. Ft.** of rent free land be the same a little more or less togetherwith structures standing thereon lying at and being Premises No. 169/A and 169/B, Bipin Bihari Ganguly Street, P.S.- Munchipara, presently Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012 in favour of the Owners herein upon consideration mentioned therein.

- N.** In the event of thus happened the owners herein became absolute joint owners and persons in possession in respect of **ALL THAT 5/7th share** in the 5 Cottahs and 13 Chittaks of rent free land be the same a little more or less together with a brick-built one storied structures standing thereon except shop room measuring 225 Sq. Ft. Built Up Area at Municipal Premises No. 169/A, Bipin Bihari Ganguly Street P.S.- Munchipara, K.M.C. Ward No. 048, Kolkata - 700 012 and **5/7th share** land measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith one brick build pucca two storied building and togetherwith two out houses on the northern and another eastern side of the land standing thereon at as Municipal Premises No. 169/B, Bipin Bihari Ganguly Street P.S.- Munchipara, K.M.C. Ward No.- 048, Kolkata - 700 012, in total **5/7th share** in total Land measuring 22 (Twenty Two) Cottahs equivalent to **15 (Fifteen) Cottahs 11 (Eleven) Chhitaks 20 (Twenty) Sq. Ft.** of rent free land be the same a little more or less togetherwith

structures standing thereon lying at and being Premises No. 169/A and 169/B, Bipin Bihari Ganguly Street, P.S.- Munchipara, presently Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012, under Assessee No. 110480300786 and under Assessee No. 110480300798 respectively hereinafter Collectively referred to as the "**said Property**" and morefully and particularly described in the Second Schedule hereunder written.

- O.** The owners herein having jointly decided for development of the "**said property**" and construction of new building thereon approached the Developer abovenamed for the purpose of the said construction.
- P.** The Owners proposed to the Developer to enter into an agreement for Development of **5/7th share** in total Land measuring 22 (Twenty Two) Cottahs equivalent to **15 (Fifteen) Cottahs 11 (Eleven) Chhitaks 20 (Twenty) Sq. Ft.** of rent free land be the same a little more or less togetherwith structures standing thereon lying at and being Premises No. 169/A and 169/B, Bipin Bihari Ganguly Street, P.S.- Munchipara, presently Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012, hereinafter referred to as "the said property" and morefully described in the schedule hereinafter written on the following terms and conditions on which the Developer having vast experience in the development works has also agreed on the following terms and conditions:-

NOW THIS INDENTURE WITNESSETH and it is hereby mutually agreed and declared by and between the parties hereto as follows:-

1. **DEFINITION:** In these presents, unless it be contrary or repugnant to the subject or context, the under mentioned terms or expression shall have meaning respectively assigned to them as hereafter mentioned:

1.1. **"OWNERS"** shall mean and include **1. SRI MANUJ KHETAWAT**, Son of Lalit Kumar Khetawat, **2. SRI HARSHIT KHETAWAT**, Son of Surendra Kumar Khetawat, both by faith- Hindu, both by occupation - Business, both by nationality- Indian, both are residing at 19A, Sarat Bose Road, P.O.- Lala Lajpat Roy Sarani, P.S.- Bhowanipore, Kolkata- 700 020, **3. M/S AARPEE TRADING & HOLDINGS (P) LTD.**, a company incorporated under the Companies Act, 1956, having its Registered Office at 19A, Sarat Bose Road, P.O.- Lala Lajpat Roy Sarani, P.S.- Bhowanipore, Kolkata- 700 020, represented by its director **LALIT KUMAR KHETAWAT**, son of Late Prahlad Rai Khetawat, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at 19A, Sarat Bose Road, P.O.- Lala Lajpat Roy Sarani, P.S.- Bhowanipore, Kolkata- 700 020 and their respective heirs, executors, administrators, legal representatives and/or assigns.

1.2. **"DEVELOPER"** shall mean and include **CENTRAL HOLDING PRIVATE LIMITED**, a company registered under

the Companies Act, 1956, having its Registered Office at 267 B.B. Ganguly Street, P.O. & P.S.- Bow Bazar, Kolkata - 700 012, represented by one of its director, **ZAFAR AHMED KHAN**, Son of Nasir Ahmed Khan, by faith - Muslim, by occupation- Business, by nationality - Indian, residing at 33, Belgachia Road, P.O.- Belgachia, P.S.- Tala, Kolkata- 700 0377 and its successor or successors-in-office and/or assigns.

1.3. **SAID PREMISES** shall mean and include **ALL THAT** Premises No. 169/A, Bipin Bihari Ganguly Street P.S.- Munchipara, K.M.C. Ward No. 048, Kolkata - 700 012 containing an area of 5 Cottahs 13 Chhittaks togetherwith structures and Premises No. 169/B, Bipin Bihari Ganguly Street P.S.- Munchipara, K.M.C. Ward No.- 048, Kolkata - 700 012, containing an area of 16 Cottahs 3 (Eleven) Chhitaks, morefully described in the First Schedule hereunder written.

1.4. **"SAID PROPERTY"** shall mean and include **ALL THAT 5/7th share** in the 5 Cottahs and 13 Chittaks of rent free land be the same a little more or less together with a brick-built one storied structures standing thereon except shop room measuring 225 Sq. Ft. Built Up Area at Municipal Premises No. 169/A, Bipin Bihari Ganguly Street P.S.- Munchipara, K.M.C. Ward No. 048, Kolkata - 700 012 and **5/7th share** land measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith one

brick build pucca two storied building and togetherwith two out houses on the northern and another eastern side of the land standing thereon at as Municipal Premises No. 169/B, Bipin Bihari Ganguly Street P.S.- Munchipara, K.M.C. Ward No.- 048, Kolkata - 700 012, in total **5/7th share** in total Land measuring 22 (Twenty Two) Cottahs equivalent to **15 (Fifteen) Cottahs 11 (Eleven) Chhitaks 20 (Twenty) Sq. Ft.** of rent free land be the same a little more or less togetherwith structures standing thereon lying at and being Premises No. 169/A and 169/B, Bipin Bihari Ganguly Street, P.S.- Munchipara, presently Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012, more fully described in the Second Schedule hereunder written.

1.5. **"SAID LAND"** shall mean and include the Land comprised in the **"said Property"**, more fully described in the Schedule hereunder written.

1.6. **"UNITS"** shall mean and include various office units, residential flats, showrooms, constructed spaces, servant quarters, parking spaces to be comprised in the new building and/or buildings and to be for residential cum commercial purposes and to be ultimately held and/or owned by various persons on ownership basis.

1.7. **"OCCUPANTS"** shall mean and include the tenants and also various occupants in occupation various parts and portions of the **"said property"**.

1.8. **"DEVELOPMENT WORK"** shall mean and include construction of the proposed new residential/commercial building at or upon the land comprised in the **"said Property"** and the same after evicting the occupants upon proper arrangement of alternative residence/shop rooms/office of the existing occupants at the cost and expenses of the Developer and recovering vacant possession of the **"said Property"**.

1.9. **NEW BUILDING** shall mean and include the new building or buildings to be constructed erected and completed by the Developer in accordance with the map or plan to be sanctioned by the authorities concerned with such modifications and/or alterations as may be deemed necessary by the Architect of the New Building comprising of various flats, units, showrooms, apartments, constructed spaces and car parking spaces capable of being held and/or enjoyed independent of each other.

1.10. **CONSENTS** shall mean the planning permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for the carrying out, completion use and occupation of the Development and the New Building and/or Buildings

1.11. **"SANCTIONED PLAN"** shall mean and include the Plan to be obtained from the Kolkata Municipal Corporation duly sanctioned for construction of the proposed building as also include the renewed, revised and/or modified and/or

other Plans, elevation, designs, maps, drawings and other specifications.

- 1.12. **"OWNERS' ALLOCATION"** shall mean and include **42% (Forty Two) percent** of the total Units of the newly constructed building in respect of owners' share in the said premises as described in the second schedule of this Agreement without any responsibility to give area for re-accommodation of existing tenants as per the provision contained in the **Article 7** hereunder. Furthermore owners' allocation shall be made equitably and on pro-rata basis i.e. 21% at the front portion and 21% at the back portion of each and every floors of the building except the Ground Floor. In the Ground Floor the existing tenants who were running their respective business at the front side of the existing building will have to be re-accommodated at the front side of the newly constructed building and the said area as would be required will be deducted from the developer's allocation. Thereafter the remaining portion in the Ground Floor will be divided between the owners and developer as per their respective ratio after taking into consideration the area accommodated to the tenants has been deducted from the developer's allocation from the front portion.
- 1.13. **"DEVELOPER'S ALLOCATION"** shall mean and include **58% (Fifty Eight) percent** of the total Units of the newly constructed building in respect of owners' share in the said premises as described in the second schedule of this Agreement without any responsibility to give area for re-accommodation of existing tenants as per the provision contained in the **Article 7**

hereunder. Furthermore owners' allocation shall be made equitably and on pro-rata basis i.e. 29% at the front portion and 29% at the back portion of each and every floors of the building except the Ground Floor. In the Ground Floor the existing tenants who were running their respective business at the front side of the existing building will have to be re-accommodated at the front side of the newly constructed building and the said area as would be required will be deducted from the developer's allocation. Thereafter the remaining portion in the Ground Floor will be divided between the owners and developer as per their respective ratio after taking into consideration the area has been deducted from the developer's allocation from the front portion.

1.14. **INTENDING PURCHASERS/ENDUSERS** shall mean the persons intending to acquire the various flats, units, showrooms, apartments, constructed spaces and car parking spaces forming part of the development on Ownership basis

1.15. The owners and the developer would get therein respective allocation from Basement and all other floors according to their ratio which may be changed after measuring absolute F.A.R. during sanctioning the building plan by the absolute authority of Kolkata Municipal Corporation, by the way of execution of supplementary agreement to this present Development Agreement.

1.16. **"COMMON PARTS"** shall mean and include the common parts and areas of the building including entrance,

corridors, lobbies, landing, stairs, passages, ways, undergone and overhead water reservoirs, water pipes, water Pump and motor, Lift, Lift well, Lift machine room and the sewerage and drainage connection pipes and other common areas, and spaces as may be meant for the common use and the same for the beneficial use and enjoyment of the units at the proposed new Building but shall not include the roof and the open spaces on the Ground floor level of the new building.

1.17. **"SALE PROCEED"** shall mean and include the amounts of the consideration as may be received and collected by the Developer from the intending buyers for and on account of sale on ownership basis in respect of the Units of the said proposed new building along with undivided proportionate share or interest in the **"said Land"** and the common parts and Same with or without right of Parking Cars but shall not include the amounts of deposits, service tax, VAT and other rates and taxes.

1.18. **"ARCHITECT"** shall mean the Architect and/or Engineer, who may be retained and/or appointed by the Developer for designing, planning and supervising the said development work as also construction of the proposed building as per the sanctioned plan as also the Municipal laws and the building Rules.

1.19. **PROFESSIONALTEAM** shall mean the Architects, Structural Engineers, Mechanical and/or Electrical

Engineers, Surveyors and/or such other professional engaged and/or contracted by the Developer from time to time

1.20. **PRE DEVELOPMENT COSTS** shall mean the aggregate of all costs charges and expenses including all fees payable to Architects, Engineers and other Agents, sanction fee, legal expenses and all amounts incurred by the Developer prior to the Start Date.

1.21. **TOTAL DEVELOPMENT COSTS** shall mean the aggregate of all costs, fees and expenses relating with development work only wholly and exclusively expended or incurred by the Developer as more fully described hereinafter

1.22. **"TRANSFER"** with its grammatical variations shall include transfer of possession by sale and by any other means adopted for affecting what is understood as a transfer of saleable space in a New building to purchasers thereof;

1.23. **"TRANSFeree"** shall mean a person to whom any saleable space in the building has been transferred;

1.24. **"MASCULINE GENDER"** shall include feminine gender and vice versa;

1.25. **"SINGULAR NUMBER"** shall include plural number and vice-versa.

2. ARTICLE II - INTERPRETATIONS

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

- i) Any reference to any act of Parliament/Assembly whether general or specific, and shall include any modification, extension or re-enactment of it for the time being in force and all instruments, notifications, amendments, orders, plans, regulations, bye laws, permissions or directions any time issued under it.
- ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, supplemented or novated.
- iii) An obligation of the Developer in this Agreement to do something shall include an obligation to procure that the 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
- iv) Words denoting one gender shall include other genders as well.
- v) Words denoting singular number shall include the plural and vice versa.
- vi) A reference to a statutory provision includes a reference to any notification, modification, consideration or re-enactment there after the time being in force and all statutory instruments or orders made pursuant thereto.

vii) 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 as mutually agreed upon by the parties hereto.

viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.

ix) That this Agreement shall exist during the whole process of construction, until and unless it is cancelled by both the parties, observing due process of law.

3.ARTICLE III -DATE OF COMMENCEMENT

3.1 This agreement shall be deemed to have commenced on and with effect from the date of execution as well as registration of this Agreement and shall remain valid and binding till the completion of the said Development work. This Agreement shall remain in full force and effect until such time the Project is completed in all respects unless terminated and/or determined earlier observing due process of law in the manner as hereinafter appearing.

3.2 Time Limit: - The total development work must be completed within 36 (Thirty Six) months from date of demolition of old structure or getting sanction plan whichever is later. Time is the essence of this contract.

4.ARTICLE IV -OWNERS'REPRESENTATION :The Owners do and each of them doth hereby declare and confirm to

have made the under-mentioned various representations and assurances to the Developer.

4.1. The Owners are jointly the Owners in respect of the "**said property**", more fully described in the **Schedule** hereunder written and that the "said Property" is in possession and occupation of the occupants.

4.2. The "**said Property**" is free from all encumbrances, mortgages, charges, liens, lispendens, claims, demands, liabilities, acquisitions, liabilities, acquisition, requisitions, alignments, attachments, and debater and trusts whatsoever save and except the occupants respectively in occupants respectively in occupation of portions of the "**said Property**".

4.3 The "**said Property**" and/or "**said Land**" is not adversely affected by the provisions of the West Bengal Urban Land(Ceiling & Regulation) Act 1976.

4.4. There is no restrain order of the any Court of Law nor there any other impediment of any nature for development of the "**said Property**" and/or construction of new building at or upon the Land comprised in the "**said Property**".

5. ARTICLE V -DEVELOPERS REPRESENTATIONS:

The Developer acknowledges and has assured and represented to the Owners as follows:

5.1. That the Developer has caused necessary searches and is satisfied with the title of the owners.

5.2. That the developer has adequate financial resources and a competent Professional Team to undertake the development of the said property after obtaining all clearances from the Kolkata Municipal Corporation or other statutory authorities.

6. ARTICLE VI - DEVELOPMENT WORK:

6.1. Subject to the terms and conditions herein contained and subject to the Owners performing and fulfilling the conditions precedent as hereinafter appearing and also subject to the Developer discharging its obligations in terms of this Agreement, the Developer has agreed to undertake development of the said Property and to incur all costs charges and expenses in connection therewith and the Owners in their turn have agreed to grant the exclusive right of development in respect of the said Property unto and in favour of the Developer herein, the Developer shall be entitled to and is hereby authorized and shall be entitled to :

- i) apply for and obtain all consents, approvals, sanctions and/or permissions as may be necessary and/or required for undertaking development of the said Properties
- ii) take such steps as are necessary to divert all pipes, , cables or other conducting media in, under or above the Properties or any adjoining or neighboring Properties and which need to be diverted for undertaking the development work

- iii) install all electricity, gas, water, telecommunications, and surface and foul water drainage to the Properties and shall ensure that the same connects directly to the mains
- iv) Serve such notice/notices and enter into such agreement/agreements with statutory undertakers or other companies as may be necessary to install the services
- v) Give all necessary or usual notice sunder any statute affecting the demolition and clearance of the Properties and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said Properties and pay all costs, fees and outgoings incidental to or consequential on, any such notice and indemnify and keep indemnified the Owners from and against all costs, charges, claims, actions, suits and proceedings.
- vi) Remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the Plan and has agreed to keep the Owners saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings
- vii) Remain responsible for any accident and/or mishap caused by any act of the Developer while undertaking construction and completion of the said new building and/or buildings in accordance with the said Plan which may be

sanctioned by authorities concerned and has agreed to keep the Owners saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.

viii) That the Developer shall pay and bear and shall be liable for paying every Municipal Taxes and other expenses in respect of the said property and shall clear all tax dues before construction of the new building upon the Schedule mentioned property.

ix) 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 development.

x) comply or procure compliance with, all statutes and any enforceable codes of practice of the Municipal Corporation or other authorities affecting the Properties or the development

xi) 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 requirements of all the authorities such as Urban Land Ceiling Authorities, Fire Department, CESC, Airport authorities, etc. for the development of the said Property at its own cost.

xii) incur all costs, charges and expenses for the purpose of constructing, erecting and completing the said new

building and/or buildings in accordance with the Plan to be sanctioned by the authorities concerned

xiii) make proper provision for security of the said Properties during the course of development

xiv) not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Properties or any part or portion thereof

xv) not expose the Owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction, erection and completion of the said new building

xvi) To remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the said new building and/or buildings 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 paid performed and observed

xvii) The Developer shall be entitled to create a charge and/or lien over and in respect of the Developer's Allocation only and the Owners agree to render all assistance and undertakes to sign and execute all deeds, documents and instruments as may be necessary and/or required from time to time excepting that the Owners shall in no way be responsible and/or liable for repayment of the said loan

amount or interest accrued due there on and the Developer has agreed to indemnify and keep the Owners indemnified from and against all costs, charges, claims, actions, suits and proceedings arising there from.

7. ARTICLE VII -DEVELOPER'S OBLIGATION:

7.1. In the consideration of the premises and subject to the provisions contained in these presents, the Developer hereby agrees to undertake and carry out the development of the "**said Property**" and/or construction of the said proposed residential/ commercial building at or upon the "**said Land**" comprised in the "**said Property**" on getting NOC from the existing tenants on conditions and responsibilities to re-accommodate them in the newly constructed building or getting vacant possession from them on payment of money towards their claim for vacating and/or surrendering the possession to the developer on which the owners shall not have any responsibilities. The money as would be required to be incurred would go from the Developer and the area as would be required for re-accommodation of existing tenants would go from the Developer's allocation without affecting the Owners' allocation.

7.2. The Developer herein shall be responsible to arrange from their own sources all necessary finances and/or funds and/ or moneys as may from time to time be necessary or required for completing and/or carrying out the development

of the "**said Property**" and/or construction of the said residential building at or upon the "**said Land**" and in this respect, the owners shall not in any manner be liable or responsible.

7.3. The Developer herein shall bear and pay the Municipal corporation taxes and all other rates, taxes, arrears, G.R. updates and outgoing on account including the tax liability and increase in valuation arising after amalgamation of the property and in respect of the "**said Property**" for the period up to this Agreement and will go on paying the Municipal Taxes thereafter up to completion of building.

7.4. The Developer shall carry out and/or complete the said development work and/or construction of the said residential-cum-commercial building by use of standard quality building materials, sanitary and electric fitting and the same as per the specification mentioned in the **Second Schedule** hereunder written and also as may be approved and recommended by the Architect. It is made clear that no sub-standard materials shall be used for completing the construction of the said proposed new building.

7.5. The Developer herein shall solely be responsible for the structural stability of the proposed new building and for the soundness of the construction thereof and be liable for all claims and actions, which may arise due to deviation from the sanctioned plan and/or infringement or violation of the municipal laws or other state laws.

7.6. The Developer herein shall, prior to commencement of the development work and/or construction of the proposed building at or upon the "**said land**", duly recover the vacate and peaceful possession of the said property by evicting all the said occupants/existing tenants and the same in accordance with law.

7.7. The Developer shall keep the owners indemnified and harmless against all third party claims and actions arising out of any act of commission or omission on the part of the Developer in relation to the development of the "**said Plot of Land**" and/or construction of the said proposed new building.

7.8 The Developer shall at their own cost duly apply for and obtain electricity, water, and sewerage and drainage connection at the proposed building and shall also obtain necessary occupation certificate from Kolkata Municipal Corporation as be required under the Municipal laws.

7.9. The Developer shall positively complete the development of the "**said Property**" and/or the "**said Land**" and/or construction of the proposed new building within 36 months from the date of issuance of the sanctioned plan, unless prevented by acts of God and/or force majeure reasons.

7.10. The Developer herein shall, on and from the date hereof, be in charge and possession of the "**said Property**" and be responsible for the safety and security thereof.

Accordingly, the Developer shall at their own costs post Durwans and guards and make all required arrangements for the safety and security of the "**said Property**".

7.11. That developer will take steps for the mutation of names of the owners in respect of the said property with the cost and expense of the developer and thereafter also would take steps for amalgamation the said two premises viz. 169/A and 169/B, B.B. Ganguly Street for development and the cost of the same shall be borne by Developer, then the owners would not have any objection. Said Mutation and amalgamation proceedings will be completed within **4 months** from the date of execution of this agreement and Sanctioned Plan should be procured from absolute authority of Kolkata Municipal Corporation within **8 months** from the date of completion of amalgamation. It is herein provided that the arrear Municipal Tax, expenses for mutation, all kinds of G.R. updates, SAF valuation and required expenses for amalgamation of the two properties would be paid by developer. It is pertinent to mention herein that if the Developer fails to get the Plan sanctioned within **12 months** from the date of execution of this present Development Agreement, as mentioned herein before, then thereafter, he shall be provided with a grace period for another six months and for during the said grace period of 6 (six) months without any damage and thereafter for further 6 (Six) months the Developer shall be liable to pay a sum of **Rs.**

5,00,000/- (Rupees Five Lakhs) per month as damage/delay charges to the owners herein for every month delay.

7.12 that the Developer will be responsible for getting the said premises vacated from the existing tenants/occupants and/or occupiers for the purpose of commencing construction. it is provided here that the are as would be required for the purpose of re-accommodation of the existing tenants/occupants in the newly constructed building the said area would go from the developer's allocation.

7.13. All administrative and marketing coasts which may have to be incurred for sale and marketing of the development shall be borne by the developer. It is also agreed between the parties that in all the Brochures, advertisements and Marketing papers the name of the owners shall be prominently displayed as owners of the project.

7.14. That if the Developer fails to start to construction process within the said 18 (Eighteen) months excluding 6 months of grace period from the date of execution and registration of this Development Agreement, the Owners shall pay him with the expenses he has made for partially or fully vacating the peaceful possession of the tenants/occupants/in the said property, expenses for mutation and amalgamation after adjusting the penalty, if not paid.

8. ARTICLE VIII - OWNERS' OBLIGATIONS/COVENANTS:

8.1. That it would be sole responsibility of the Developer to arrange with the existing tenants/occupiers for shifting or re-shifting or vacating the said property for construction of the new building thereon. If the existing tenants/occupiers of the said premises intend to surrender and handover his/their occupied portion on payment of money then it would be the sole option and responsibility of the Developer to take the same on payment of money to them and said area to be surrendered and handed over on payment of money will go in favour of the Developer.

8.2. The Owners shall render their best co-operation and assistance to the Developer in the matter of obtaining of the Sanctioned Plan for construction of the New Building on the "**said Property**" as also commencing, carrying out and completing the development of the "**said Property**" and/or construction of the said building thereat, as may from time to time be necessary or required.

8.3. The owners shall not do nor permit anyone to do or commit any act deed matter or thing, which may in any manner cause obstruction and/or interference to the Developer carrying out and completing the development of the "**said Property**" and/or construction of the said proposed building at or upon the "**said Land**". It is clarified and provided here that during development works the

owners would not be permitted to encumber the said property in any manner whatsoever.

8.4. It is recorded that on or before the execution of this Agreement, the Owners have duly hand over to the Developer the Xerox copies of the Title Deeds and documents in respect of the said property. The Owners will exhibit them to authorities as and when required.

8.5. The owners shall sign execute and deliver all necessary papers, application, plans, sketches, maps, designs and other documents as may from time to time be required by the Developer for obtaining necessary sanctions, permission, approvals and/or No Objection Certificates from appropriate government authorities and/or departments including the obtaining of necessary Sanctioned Plan in the name of the Owners and also for carrying out the construction of the building and/or development of the "**said Property**".

8.6. The owners shall from time to time sign execute and deliver all applications, papers, documents and declarations as may be required to enable the Developer to apply for and obtain telephone, gas, electricity, internet, telex, sewerage, water, drainage connections and other public utility and essential services in or upon the said proposed building.

8.7. That the Developer will be responsible for getting the said premises vacated from the existing tenants and/or occupiers for the purpose of commencing construction. It is

provided here that the area as would be required for the purpose of re-accommodation of the existing tenants in the newly constructed building the said area would go from the Developer's allocation.

8.8. That immediately after execution of the instant Agreement the Owners will execute and register Power of Attorney in favour of the Developer for authorizing and/or empowering the Developer to do all the acts as would be required for the purpose of proceeding with and/or completing the entire constructional work including obtaining completion certificate from the authority of the Kolkata Municipal Corporation and/or other authorities as would be required and also for empowering the Developer to sale / lease / transfer / convey the flats/car-parkings /commercial shop rooms and/or any other units out of the Developer's Allocation only, as mentioned herein above, provided that the second Power of Attorney shall be executed and registered in favour of the Developer only after procurement of the sanctioned plan from Kolkata Municipal Corporation.

8.9. The Developer herein shall exclusively be in charge and possession of the "**said Property**" only as a **Developer** commencing from the date of this Agreement and also to deal with the occupants and further take appropriate steps for evicting the occupants and recovering vacant possession of the "said property".

8.10. All administrative and marketing costs which may have to be incurred for sale and marketing of the development shall be borne by the Developer. It is also agreed between the parties that in all the Brochures, advertisements and Marketing papers the name of the Owners shall be prominently displayed as Owners of the Project.

8.11. That if the Developer fails to start the construction process within the said 18 (Eighteen) months (excluding 6 months of grace period) from the date of execution and registration of this Development Agreement, the Owners shall pay him with the expenses he has made for partially or fully vacating the peaceful possessions of the tenants/occupants in the said property, expenses for mutation and amalgamation after adjusting the penalty if not paid.

9. ARTICLE IX - CONSTRUCTION WORK:

9.1 The construction of the said building shall be as per the Municipal Laws and/or the building rules, regulations and byelaws framed there under and the same strictly in accordance with the sanctioned plan.

9.2. The Developer herein shall at their discretion retain and appoint such Architect, Engineer and Contractor for carrying out the said development work and/or construction of the proposed new building, as the Developer shall at their discretion think proper. The Developer herein shall however

solely be responsible for payment of all remuneration and/or fees of the Architects, Engineers and Contractors as also for payment of salaries, wages, and/or remuneration of the masons, Mistries, supervisors, chowkidars and darwans as also other staff and employees, who may be retained, appointed and/or employed by the Developer for carrying out the said development work and/or construction of the proposed building thereat.

9.3. The work of development of the **"said Property"** and/or construction of the proposed building by the Developer shall be by use of the best quality building materials and the same as per the recommendations of the Architects and also as per the specification mentioned in the Second Schedule hereunder written.

9.4. All costs charges and expenses for and on account of carrying out and/or completing the development of the **"said property"** and/or construction of the new proposed building at the "said Land" shall be paid, incurred, borne and discharged by the Developer and in this respect, the Owners shall not in any manner be liable or responsible.

10. ARTICLE X - LICENSE TO ENTER UPON THE SAID PROPERTY

10.1 Immediate after the Occupants have vacated the property the Owners shall allow the Developer to enter upon

the said Property as a **Developer** of the Owners for the purpose of undertaking preliminary works such as:

- i) Carrying out survey of the said Properties
- ii) To have the soil tested

10.2 To undertake all other preliminary work for the purpose of undertaking development of the said Property. It is hereby expressly agreed by and between the parties hereto that the possession of the said Property is not being given nor intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act 1972 read with Section 2 (47)(v) of the Income Tax Act 1961 and that the Owners and Developer hereby confirm that by virtue of the Developer entering upon Properties as a **Developer** the same does not amount to possession of the said property by the Developer. It is expressly agreed and declared that juridical possession of the said Property shall always vest in the Owners until such time the development is completed in all regards.

10.3 Subject to the aforesaid conditions being fulfilled by the Owners and the Developer, immediately after sanction of the said Plan and other permissions for undertaking construction is obtained by the Developer the Developer shall :-

- i) Immediately commence and/or proceed diligently to execute and complete the development and in this regard the Developer shall be entitled to demolish the existing building

and/or structures standing thereon and all debris accruing there from shall belong to the Owners after deducting there from all costs on account of demolition.

ii) Proceed diligently and execute and complete the development in a good and workmanlike manner with good quality materials details whereof will appear from the Second Schedule annexed hereto and/or as may be recommended by the Architect free from any latent or inherent defect.

i)iii) Execute and complete the development in accordance with the approved plan and shall obtain all permissions which may be necessary and/or required and shall comply with the requirements of any statutory or other

11. ARTICLE XI - ALLOCATION OF SALE PROCEEDS:

11.1. The Developer would sell, transfer or otherwise dispose of all the units and saleable spaces, being 58% of the proposed new building as per Developer's allocation in favour of the intending buyers, either on ownership basis or otherwise and the same at such consideration price and on such terms and considerations as the Developer shall from time to time decide.

11.2 The Owners on consent and mutual agreement with the Developer would sell, transfer or otherwise dispose of all the units and saleable spaces, being 42% of the proposed new building as per Owners' allocation in favour of the intending

buyers either on ownership basis or otherwise at such consideration as Owners shall decide from time to time.

11.3. It has been agreed that the amounts of the sale proceeds including earnest monies, part payments and consideration amounts, which the Developer would from time to time receive and/or realize on account and in respect of sale or otherwise disposal of the several units and saleable spaces of the proposed new building would be distributed between the owners and the Developer in the manner following:-

(a) The Owner shall be entitled to **42%(Forty Two) percent** of the total units and other saleable spaces of the proposed new building together with an undivided proportionate share in the Ownership in respect of the "said land" comprised in the "said Property", to be called "**Owners' Allocation**", in consideration of the Owner permitting the Developer to undertake at their own costs the development of the "said Property" and/or construction of the proposed building thereat.

(b) Similarly, the Developer shall be entitled to **58% (Fifty Eight) percent** of the total units and other saleable spaces of the proposed new building together with an undivided proportionate share in the Ownership in respect of the "said land" comprised in the "said Property", to be called "**Developer's Allocation**", in consideration of the Developer at their own costs undertaking the carrying out and

completing the development of the "said property" and/or construction of the proposed building thereat and also carrying out their other Obligation as per this Agreement;

11.4. In the consideration of the premises and subject to the provisions contained in these presents, the Developer hereby jointly agree to undertake and carry out the development of the "**said Property**" and/or construction of the said proposed residential/ commercial building at or upon the "**said Land**" comprised in the "**said Property**" on getting NOC from the existing tenants on conditions and responsibilities to re-accommodate them in the newly constructed building or getting vacant possession from them on payment of money towards their claim for vacating and/or surrendering the possession to the developer on which the owners would not have any responsibilities. The money as would be required to be incurred would go from the Developer and the area as would be required for re-accommodation of existing tenants would go from the Developer's allocation without affecting the owners' allocation.

12. ARTICLE XII - SECURITY DEPOSIT:

12.1. Developer shall pay to the owners a sum of **Rs. 50, 00,000/- (Rupees Fifty Lacs) only** as refundable security deposit at, on or before the execution of this Agreement which will be refunded by the owners during handover of

peaceful possession of the owners' allocation free from all encumbrances from anyway whatsoever by the Developer.

12.2. The said interest free security deposit amount mentioned herein above, shall be refunded to the Developer by the owners within the time as the parties hereto shall mutually agree and decide.

13. ARTICLE XIII -CONSIDERATION:

13.1. In the consideration of the premises and in consideration of the appointment of the Developer as the builder and also in view of the Developer being allowed to develop the "**said property**" and to construct the said building as per this agreement, the Developer hereby agree to bear and pay the entire costs and expenses of carrying out completing the development work in respect of the "**said Property**" and construction of the proposed new building.

13.2. In consideration of the Owners having allowed the Developer to develop the "said Property" and to construct the said proposed new building as per this Agreement, it is agreed and made clear that the owners shall not be responsible to bear and pay the costs of the development of the "**said property**" and/or construction of the said building and shall further be entitled to the "Owners' Allocation", out of the sale proceeds of the units and spaces of the said building.

13.3. In consideration of the Developer bearing the costs charges and expenses for the development of the "said Property" and/or construction of the proposed new building as aforesaid, the Developer shall be entitled to the Developer' Allocation, out of the sale proceeds of the units and spaces of the proposed new building.

14. ARTICLE XIV - RATES, TAXES AND MAINTENANCES:

14.1. On and after the date of this Agreement, the Developer herein shall bear and pay the Municipal Corporation taxes, Municipal Surcharge and all other rates taxes and outgoings whatsoever concerning or relating to the "said Property" and/or the "Said Land" till the Developer complete construction of the said building and makes over possession of the units and spaces of the proposed new building to the buyers.

14.2. On and from the date of completion of the proposed new building as also delivery of possession of the several units/saleable spaces of the proposed new building to the buyers and/or transferees, the buyers/transferees shall be responsible to bear and pay the Municipal Corporation taxes, Municipal surcharges and all other rates, taxes and outgoing as also to pay the monthly maintenance and service charges on account of their respective units and spaces.

14.3. On and from the date of completion of the construction of the said proposed new building, the Developer shall be responsible to look after, manage and administer the day to day maintenance of the proposed new building as also maintenance of the common parts, areas, amenities and facilities at the building till the formation of an Association/Syndicate or incorporation of a Company for the purpose.

14.4. After completion of construction of the said proposed new building, the Developer shall cause formation of an Association or Syndicate or society or Limited company to be floated and/or incorporated for the purpose of managing and maintaining of the common facilities, common areas and amenities at the said building complex. The Developer shall also be responsible to frame the rules, regulations and byelaws of such management Association/Syndicate/Company.

14.5. On and from the date of completion of construction of the said building complex, as also delivery of possession of the several units and saleable spaces of the proposed building in favour of the buyers and/or transferees and further formation of the proposed Association or society or Syndicate or Limited company for maintenances of the common parts, areas and facilities at the building complex, the Developer shall make over all original title deeds and documents in respect of the "said Property" to the said

Association or society or syndicate or Limited company to hold the same in their custody in the interest and for the benefit of the buyers/transferees of the several units and spaces of the building complex.

14.6. The Developer shall charge the Goods and Service Tax from the Owners and other external individual purchasers with accordance to the prevailing GST rules and regulations of India.

15. ARTICLE XV - MISCELLANEOUS:

15.1. The Owners and the Developer have entered into this Agreement purely on principal basis and nothing stated herein shall be deemed or construed to be a partnership and/or joint venture between the Developer and the Owners nor shall the parties hereto constitute an Association of persons.

15.2. Nothing in these presents shall be construed as a sale, transfer or assignment or conveyance in law by the owners of the "said Property" or any part thereof to the Developer, or as creating any right title or interest in respect thereof in favour of the Developer, save the exclusive right to undertake development as per this Agreement.

15.3. The proposed building complex to be erected by the Developer at or upon the "said land" comprised in the "said Property" shall be named with such name as may be decided by the Developer.

15.4. On completion of the development of the "said Property" and/or construction of the said building complex as also distribution of the sale proceeds of the several Flats, shops, Showroom, car parking and other spaces of the building complex between the owners and the Developer in proportion to their respective revenue sharing ratio mentioned in clause 9.2 above as per the terms herein recorded, this Agreement shall stand fulfilled.

15.5. The owners and Developer hereby agree and undertake to sign and execute all other deeds and documents for smooth implementation of this Agreement and development of the "said property" as and when so required.

15.6. The owners and/or their respective authorized representatives shall at all times be entitled to view and inspect the progress of the development work and/or construction of the building complex at the "said Land".

16. ARTICLE XVI - DOCUMENTATION:

16.1. All agreements, contract, deeds, documents for the sale or otherwise disposal of the units and other saleable spaces of the building complex shall be identical containing the similar terms and condition as may be approved and confirmed by the Developer and Owners mutually amongst them.

17. ARTICLE XVII - REPRESENTATIVES**17.1 APPOINTMENT OF OWNERS'S REPRESENTATIVE**

17.1. a. For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Shri Surendra Kumar Khetawat shall be deemed to be the authorized representative for and on behalf of the Owners 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 Owners in connection with the Development
- i) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement

17.2 APPOINTMENT OF DEVELOPER'S REPRESENTATIVE

For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Mr. ZAFAR AHMED KHAN shall be deemed to be the authorized representative of the Developer 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 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

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

18. ARTICLE XVIII -ARBITRATION AND CONCILLATION:

18.1 The parties as far as possible shall amicably try and resolve all disputes and differences which may arise. However, in the event of any such disputes and/or differences being incapable of being resolved amicably then and in that event the parties shall refer such disputes and differences to the arbitration of Mr. R.L. Gaggar, Solicitor & Advocate being the Advocate for the Owners and Mr. Manabendra Thakur, Advocate being the Advocate for the Developer and the said two advocates shall appoint the third and/or presiding arbitrator and the same shall be deemed to be a reference within the meaning of the Arbitration & Conciliation Act 1996 or any other statutory modification or enactment thereto for the time being in force

18.2 The Arbitrators shall have summary power and shall be entitled to lay down their own procedure

18.3 The Arbitrators shall be entitled to pass interim awards and/or directions

18.4 It shall not be obligatory on the part of the Arbitrators to follow the principles laid down under the Indian Evidence Act

18.5 The parties hereto assure and covenant with each other that they have full trust and confidence in the Arbitrators and agree to abide by all their directions and/or awards and not to challenge or dispute the same in any manner whatsoever

18.6 The Arbitrators shall speedily adjudicate the disputes and differences between the parties and shall try their best to adjudicate such disputes within a period of six months from the date of entering upon the reference.

19. ARTICLE XIX - JURISDICTION:

19.1. The Courts/Tribunals/any other concerned competent authority/forum at Calcutta shall exclusively have the jurisdiction to entertain, try, sort out and determine all matters concerning or arising out of this Agreement.

20. ARTICLE XX - FORCE MAJEURE

20.1 None of the parties shall be regarded in breach of any of the terms and conditions herein contained if it is prevented by any of the conditions herein below :

- i) Fire
- ii) Natural calamity
- iii) Tempest

- iv) Any prohibitory order from the court, Kolkata Municipal Corporation and other authorities.
- v) Any other unavoidable circumstances beyond control of the Developer, i.e. acts of God.

21. ARTICLE XXI-HOLDING ORGANISATION

21.1 After completion of the said Project or so soon thereafter the Developer shall cause a Society/Syndicate/Association/Company 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 services and each of the persons acquiring a unit/space in the said new building and/or project shall be bound to become a member of such Holding Organization.

21.2 In the event of the control of the common parts and portions and the obligation of rendition of common services being entrusted by the Developer to any Facility Management Company (hereinafter referred to as the MANAGEMENT COMPANY) each of the persons acquiring a unit/space in the said new building and/or project shall be liable and agrees to make payment of the proportionate share of the maintenance charges to such Management Company without raising any objection whatsoever or howsoever

22. ARTICLE XXII- BREACHES

22.1 In the event of the Developer failing to obtain a sanction plan within **12 months** from the date of execution of this present Development Agreement, as mentioned herein before, then thereafter, he shall be provided with a grace period for another six months and for during the said grace period of 6 (six) months without any damage and thereafter for further 6 (Six) months the Developer shall be liable to pay a sum of **Rs. 5,00,000/- (Rupees Five Lakhs) per month** as damage/delay charges to the owners herein for every month delay upto the grace period of six months as mentioned above and thereafter on completing 18 (eighteen) months from the date of execution of this agreement, the owners shall be entitled to cancel and rescind this agreement and the deposit amount of **RS. 50, 00,000/- (Rupees Fifty Lakhs only)** shall be refund to the Developer by the owners without interest, after deduction of RS. 30, 00,000/- (Rupees Thirty Lakhs only) which shall be treated as the damage charge for the grace period of six months.

22.2 The Developer shall positively complete the development of the "**said Property**" and/or the "**said Land**" and/or construction of the proposed new building within 36 months from the date of issuance of the sanctioned plan after recovering the vacate possession of the "**said Property**" by evicting all the occupants thereof as also obtaining of all required permission, clearances and no-objection, unless prevented by acts of God and/or force majeure reasons.

22.3 Save as aforesaid none of the parties shall be entitled to cancel and/or rescind this agreement and in the event of any default on the part of either party (hereinafter referred to as the Defaulting Party) the other party shall be entitled to refer all such disputes to arbitration for resolving matters and the Arbitral Forum shall be entitled to pass appropriate directions including cancellation of this Agreement and Award such damages as the Arbitral Forum may deem fit and proper.

THE FIRST SHCHEDULE ABOVE REFERRED TO:

(Said premises)

"PART -I"

ALL THAT 5 Cottahs and 13 Chittaks of rent free land be the same a little more or less with a brick-built one storied structures standing thereon at Municipal Premises No. 169/A, Bipin Behari Ganguly Street P.S.- Munchipara, Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012. Road Zone: Sealdah Flyover—College St. Crossing on Road. The said premises is clearly shown in the annexed site plan being delineated by **GREEN INK** border which site plan is part and parcel of this Deed which is butted and bounded as follows :-

| | |
|--------------|---|
| On the North | : Premises No. 169B, B.B. Ganguly Street |
| On the South | : Footpath and thereafter B.B. Ganguly Street |
| On the East | : partly by portion of premises No. 169A, B.B. Ganguly Street and partly by Premises No. 168, B.B. Ganguly Street |
| On the West | : Partly by Premises No. 169B, B.B. Ganguly |

Street and Premises No. 170, B.B. Ganguly Street

"PART -II"

ALL THAT land measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith one brick build pucca two storied building and togetherwith two out houses structure on the northern and another eastern side of the land standing thereon at as Municipal Premises No. 169/B, Bipin Bihari Ganguly Street, P.S.- Munchipara, Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012. Road Zone: Sealdah Flyover—College St. Crossing off Road. The said premises is clearly shown in the annexed site plan being delineated by **RED INK** border which site plan is part and parcel of this Deed which is butted and bounded as follows :-

- On the North : Partly by premises No. 15/A, Chuna Pukur Lane and partly by Premises No. 152, Raja Ram Mohan Sarani
- On the South : Premises No. 169A, B.B. Ganguly Street and 10 feet Common Passage for entry of Premises No.169/B, Bipin Bihari Ganguly Street.
- On the East : Partly by Premises No. 152, Raja Ram Mohan Sarani and partly by Premises No. 168, B.B. Ganguly Street
- On the West : Partly by Premises No. 8, Jagabandhu Lane

and partly by Premises No. 170, B.B. Ganguly Street

THE SECOND SCHEDULE ABOVE REFERRED TO

"Said Property"

"PART - I"

ALL THAT 5/7th share in the 5 Cottahs and 13 Chittaks equivalent to **4 Cottahs 2 Chhittaks 20 Sq. Ft.** of rent free land be the same a little more or less together with 5/7th share in the total brick-built old dilapidated one storied structures having built up area of 3126 Sq. Ft. equivalent to **2233 Sq. Ft.** lying at Municipal Premises No. 169/A, Bipin Bihari Ganguly Street, P.S.- Munchipara, K.M.C. Ward No. 048, Kolkata - 700 012. Road Zone: Sealdah Flyover—College St. Crossing on Road.

"PART - II"

ALL THAT 5/7th share land measuring 16 Cottahs 3 Chhitaks equivalent to **11 Cottahs 9 Chhitaks** of rent free land be the same a little more or less togetherwith 5/7th share in the one brick build pucca two storied building and togetherwith two out houses old dilapidated structure on the northern and another eastern side of the land standing thereon having total covered area of 14736 Sq. Ft. equivalent to **10526 Sq. Ft.** at as Municipal Premises No. 169/B, Bipin Bihari Ganguly Street P.S.- Munchipara, K.M.C. Ward No.- 048, Kolkata - 700 012. Road Zone: Sealdah Flyover—College St. Crossing off Road.

THE THIRD SCHEDULE ABOVE REFFERED TO

(SPECIFICATIONS)

RCC STRUCTURE:

1. Cement to be used Branded Company.
2. T M T Bar to be used ISI Grade Fee 500

PLASTER AND BRICK WORK:

1. Outside 8" and inside 5" Brick Work
2. Inside and outside wall plaster
3. Inside wall 1 POP

FLOORING:

1. By Tiles 2' x 2' size cost of Rs. 50 per Sq.Ft.
2. Scatting 4"
3. W.C. Pink / White Marble

DOOR AND WINDOWS:

1. Aluminum Sliding Windows with Brown Glasses.
2. Flush Door (Ply Commercial) Frame of Shawl Wood section 3" x 3"

W.C. AND KITCHEN:

1. W.C. upto 6' tiles floor with pink / white Marble
2. Kitchen tiles only 3' on front of cooking platform, with granite TOP
3. W.C. Water connection 4 points and wash basin and one Geezer point
4. Kitchen's water connection 2 points and 1 Steel Sink
5. Good quality of Shutters being painted by Red Oxide and Black Japan in respect of each and every Shops of the Ground Floor.

ELECTRICAL POINTS (CONCEALED COPPER WIRING ONLY):

1. each room with 4 points and A.C. Connection and 3 pin points on the Board and provision of T.V. Connection.
2. Dining hall with 5 points with T.V. Connection
3. Electric motor Room on the Ground Floor.
4. Kitchen and W.C. 3 points each along with one 3 pin point on the Platform
5. Balcony with 1 point
6. Bell push and one T.V. point

STAIRCASE AND RAILING:

1. Stairs & flooring with marble
2. Railing by steel grill (Iron)

WATER STORAGE:

One roof top water storage tank with pump

COMMON PASSAGE:

1. Common Passage with Floor Tiles.

Strip Foundation as per specification the details are given in addition to the specifications given above for better clarification

Foundation : R.C.C.
 Super Structure : R.C.C. framed superstructure as per specification. Brick work
 250/200mm thick brickwork of external wall and 125mm internal wall with plaster both inside and outside and ceiling.
 Lift One number of automatic lift of reputed make of sufficient number of passenger capacity.

The Lift and its Erection will be supplied by the Developer

and other necessary works including electrical works will be done and completed by the contractor.

OTHER FACILITIES in addition to the specifications given above for better clarification

1. Lift with all equipments: Owned by the Developer however other R.C.C. and construction work will be done by the contractor.
2. Staircases on all floors:
3. Internal road/passage.
4. Electrical wiring and meters.
5. Staircases and landing on all floors.
6. Drainage, sewerage and septic chambers.
7. Boundary Walls, main gates
8. Common passage and lobby on the ground floor:
9. Letter boxes with name in the lobby on the ground floor:
10. Water pump, water tank, the water pipes and other common plumbing installations.
11. Such other common parts, areas, equipments, installations, fixtures, fittings and spaces in or about the said multi storied building as are necessary for the use and occupancy of the unit /unit in common and as are specified by the Developer expressly to be the common part after construction of building including the ultimate roof and/or terrace.


IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year herein above written.

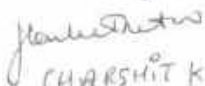
SIGNED and DELIVERED by the
Owners & Developer in presence of:
WITNESSES

(1) Bankim Chakravarty
Mairakhi, WB. 743166

(2) Basudev Pathan.
277, B.B. Ganguly St.
Kof-12

(3) Laxmikant Rajaram
73/2, N.S. Road,
Kof-700039

1. 
(Manoj Khetawat)

2. 
CHARSHIT KHETAWAT

Aarpee Trading & Holdings Pvt. Ltd.

3. 
Director

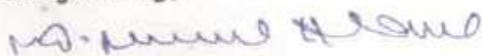
SIGNATURE OF OWNERS

CENTRAL HOLDING PVT. LTD.

Zafe Ahmed Khan

SIGNATURE OF DEVELOPER

Drafted by,



MD. NURUL HAQUE

Advocate.


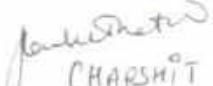

Enrollment No. WB / 199 / 86.

26K, Kustia Road, Kolkata- 700 039.

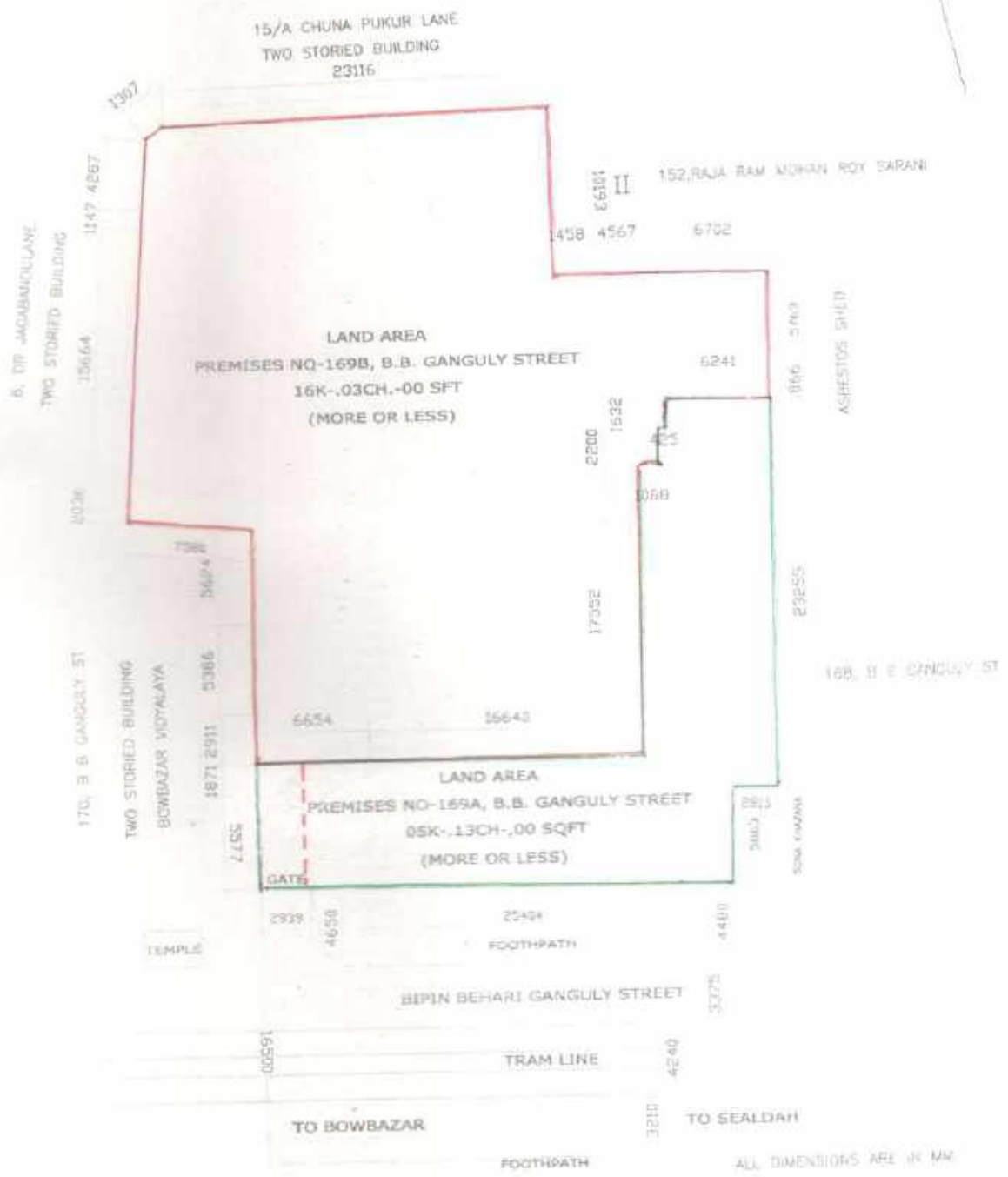
RECEIVED the within mentioned sum of **Rs. 50, 00,000/- (Rupees Fifty Lacs) only**, as payment towards refundable security deposit in terms of this agreement from the within named Developer abovenamed being agreed with the terms and conditions of this agreement in the following manner:-

1. By Ch. No. 491857 dated 12.08.2022
Drawn on SBI, B.B. Ganguly Street Branch
Paid in favour of Owner No. 1 herein **Rs. 16, 66,667/-**
 2. By Ch. No. 491858 dated 12.08.2022
Drawn on SBI, B.B. Ganguly Street Branch
Paid in favour of Owner No. 2 herein **Rs. 16, 66,666/-**
 3. By Ch. No. 491856 dated 12.08.2022
Drawn on SBI, B.B. Ganguly Street Branch
Paid in favour of Owner No. 3 herein **Rs. 16, 66,667/-**
- Total - Rs. 50, 00,000/-**

WITNESSES:

- | | |
|--------------------|---|
| 1. Bankim Sarker | 1.  (Manoj Khetawat) |
| 2. Basudev Pradhan | 2.  (HARSHIT KHETAWAT) |
| 3. Ranvir Khetawat | 3.  Aarpee Trading & Holdings Pvt. Ltd Director |

SIGNATURE OF OWNERS



CENTRAL HOLDING PVT. LTD.

Zafar Ahmed Khan

DIRECTOR

M. K. (Mansingh Kher)

Aarpee Trading & Holdings Pvt. Ltd

[Signature]

Director



Thumb- First finger Middle finger Ring Finger Small finger

| | | | | | |
|---------------|--|--|--|--|--|
| LEFT HAND | | | | | |
| RIGHT HAND | | | | | |

Name- LALIT KUMAR KHETAWAT

Aarpee Trading & Holdings Pvt. Ltd

Signature-

Director



Thumb First finger Middle finger Ring Finger Small finger

| | | | | | |
|---------------|--|--|--|--|--|
| LEFT HAND | | | | | |
| RIGHT HAND | | | | | |

Name- Manoj Khetawat

Signature-



Harshit Khetawat

Thumb First finger Middle finger Ring Finger Small finger

| | | | | | |
|---------------|--|--|--|--|--|
| LEFT HAND | | | | | |
| RIGHT HAND | | | | | |

Name- HARSHIT KHETAWAT

Signature- *Harshit Khetawat*



Zafar Ahmed Khan

Thumb First finger Middle finger Ring Finger Small finger

| | | | | | |
|---------------|--|--|--|--|--|
| LEFT HAND | | | | | |
| RIGHT HAND | | | | | |

Name- ZAFAR AHMED KHAN

Signature- *Zafar Ahmed Khan*

CENTRAL HOLDING PVT. LTD.
Zafar Ahmed Khan
DIRECTOR

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

MANUJ KHETAWAT

LALIT KUMAR KHETAWAT

21/06/1988

Permanent Account Number

ARLPK3532H

Signature



03022015

इस कार्ड के खोने / पाने पर कृपया सूचित करें। लौटाएं:
आयकर पैन सेवा इकाई, एन एस डी एल
5 वीं मंजिल, मंत्री स्टर्लिंग, प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडल कालोनी, दीप बंगला चौक के पास,
पुणे - 411 016

*If this card is lost / someone's lost card is found,
please inform / return to :*

Income Tax PAN Services Unit, NSDL
5th floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tininfo@nsdl.co.in

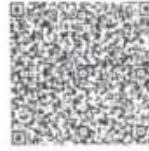
For the purpose of registration
of property (Development Agreement)



ভারত সরকার
Government of India



মনুজ খেতাবত
Manuj Khetawat
পিতা : ললিত কুমার খেতাবত
Father : Lalit Kumar Khetawat
জন্মতারিখ / DOB : 21/06/1988
পুরুষ / Male



4034 7591 9070

আধার - সাধারণ মানুষের অধিকার



ভারতীয় বিদ্যুৎ পরিচয় প্রাধিকরণ
Unique Identification Authority of India

ঠিকানা:
19A, শরত বোস রোড,
এল.আর.সারানী, এল.আর.সারানী,
কোলকাতা, পশ্চিমবঙ্গ, 700020

Address:
19A, SARAT BOSE ROAD,
L.R Sarani, Lr sarani, Kolkata,
West Bengal, 700020

4034 7591 9070

1947
1800 200 1947

✉
help@uidai.gov.in

www
www.uidai.gov.in

Manuj Khetawat

For the purpose of registration
of property (Development Agreement)

आयकर विभाग
INCOME TAX DEPARTMENT

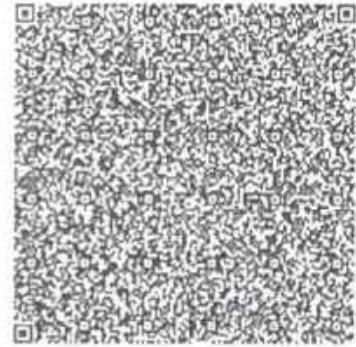


भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AUBPK2669L



नाम / Name

HARSHIT KHETAWAT

पिता का नाम / Father's Name

SURENDRA KUMAR KHETAWAT

जन्म की तारीख /

Date of Birth

19/02/1989

Harshit Khetawat

हस्ताक्षर / Signature

29082018

इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटारें:

आयकर पैन सेवा इकाई, एन एस डी एल
5 वीं मंजिल, मंत्री स्टर्लिंग,
प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडल कालोनी, दीप बंगला चौक के पास,
पुणे - 411 016.



***If this card is lost / someone's lost card is found,
please inform / return to :***

Income Tax PAN Services Unit, NSDL
5th Floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tininfo@nsdl.co.in

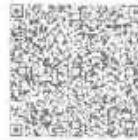
*For the purpose of
registration of property
(Development Agreement)*



ভারত সরকার
Government of India



হরষিত খেতাবজ
Harshit Khetawal
পিতা : সুরেন্দ্র কুমার খেতাবজ
Father : Surendra Kumar Khetawal
জন্মতারিখ / DOB : 19/02/1989
পুংস্ব / Male



3179 5811 7800

আধার - সাধারণ মানুষের অধিকার



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
Unique Identification Authority of India

ঠিকানা:
19 এ. সারত বোস রোড,
এল.আর.সরানী, এল.আর.সরানী,
কোলকাতা, পশ্চিমবঙ্গ, 700020

Address:
19A, SARAT BOSE ROAD,
L.R.Sarani, L.r.sarani, Kolkata,
West Bengal, 700020

3179 5811 7800

1947
1800 300 1847

1800 300 1847
help@uidai.gov.in

www
www.uidai.gov.in

for the purpose of registration
of property (Development Agreement)

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
AACCA5974E



नाम /NAME

AARPEE TRADING & HOLDINGS(P) LTD

निगमन/बनने की तिथि /DATE OF INCORPORATION/FORMATION

20-09-1991

CK Das

आयकर आयुक्त, प.बं.-XI

COMMISSIONER OF INCOME-TAX, W.B. - XI

इस कार्ड के खो / गिल जाने पर कृपया जारी करने
वाले प्राधिकारी को सूचित / वापस कर दें
संयुक्त आयकर आयुक्त(पद्धति एवं तकनीकी),
पी-7,
चीरंगी रव्वायर,
कलकत्ता - 700 069.

Aarpee Trading & Holdings Pvt. Ltd

(Signature)

Director

In case this card is lost/found, kindly inform/return to
the issuing authority :

Joint Commissioner of Income-tax(Systems & Technical),

P-7,

Chowringhee Square,

Calcutta- 700 069.

For the purpose of registration
of property (Development Agreement)

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

LALIT KUMAR KHETAWAT

PRAHLAD RAI KHETAWAT

10/04/1959

Permanent Account Number
AFCPK5724N



22062016

Signature

इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटाएं :
आयकर पेन सेवा इकाई, एनएस डीएल
5 वीं मंजिल, मंत्री स्टर्लिंग, प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडल कालोनी, दीप बंगला चौक के पास,
पुणे-411 016.

*If this card is lost / someone's lost card is found,
please inform / return to :*

Income Tax PAN Services Unit, NSDL
5th floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tininfo@nsdl.co.in

For the purpose of registration of
Property (Development Agreement)



ভারত সরকার

Government of India



ললিত কুমার ক্ষেতাবত

Lalit Kumar Khetawat

পিতা : বি.রোড খেতআউআত

Father : P.R Khetawat

জন্মতারিখ / DOB : 10/04/1959

পুরুষ / Male



7039 3914 4580

আধার - সাধারণ মানুষের অধিকার



আধার

ঠিকানা:

19এ, শরত বোস রোড,
এল.আর.সারনী, এল.আর.সারনী,
কোলকাতা, পশ্চিমবঙ্গ, 700020

Address:

19A, SARAT BOSE ROAD,
L.R.Sarani, L.r.sarani, Kolkata,
West Bengal, 700020

For the purpose of registration
of property (Development
agreement)

7039 3914 4580



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1800 300 1947



help@uidai.gov.in

WWW

www.uidai.gov.in

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

CENTRAL HOLDING PRIVATE LIMITED



15/06/1999

Permanent Account Number

AACCC0685G

04/07/99

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ZAFAR AHMED KHAN

NASIR AHMED KHAN

28/02/1976

Permanent Account Number

AIHPK8406F

Zafar Ahmed Khan

Signature



1407203



ভারত সরকার
Government of India

ভারতীয় বিনিষ্ট পরিচয় প্রাধিকরণ
Unique Identification Authority of India

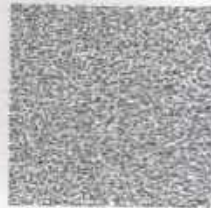
ভালিকাভুক্তির নম্বর/ Enrolment No.: 0000/00614/42518

Download Date: 15/02/2019

To
জাফর আহমেদ খান
Zafar Ahmed Khan
C/O NASIR AHMED KHAN
33
BELGACHIA ROAD
BELGACHIA
Tram Depot
Belgachia
Belgachia
Kolkata West Bengal - 700037
9831023140

Issue Date: 21/12/2019

Signature valid



আপনার আধার সংখ্যা/ Your Aadhaar No. :

4072 0722 5546

VID : 9191 3157 6014 3136

আমার আধার, আমার পরিচয়



ভারত সরকার
Government of India



জাফর আহমেদ খান
Zafar Ahmed Khan
জন্মতারিখ/DOB: 26/02/1976
পুরুষ/ MALE

Download Date: 15/02/2019

Issue Date: 21/12/2019

4072 0722 5546

VID : 9191 3157 6014 3136

আমার আধার, আমার পরিচয়



Government of India



ভূম্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়
- নিয়মিত ডিউআর সেন্ট / অফলাইন এনরোলমেন্ট / অনলাইন প্রদর্শনকার্যে ব্যবহার করে পরিচয় যাচাই করুন।
- এটা এক ইলেকট্রনিক প্রক্রিয়ায় তৈরী হয়

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- Verify identity using Secure QR Code/ Offline XML/ Online Authentication.
- This is electronically generated letter.

- জেফার মারা দেশে নামা
- জেফার আপনাকে বিভিন্ন সরকারী ও বেসরকারী পরিষেবা প্রাপ্তিতে সাহায্য করে।
- জেফার আপনার মোবাইল নাম্বার ও ইমেইল জার্বতি আপডেটে রাখুন।
- জেফার নিজের স্মার্ট ফোন রাখুন, mAadhaar App যোগা।

- Aadhaar is valid throughout the country.
- Aadhaar helps you avail various Government and non-Government services easily.
- Keep your mobile number & email ID updated in Aadhaar.
- Carry Aadhaar in your smart phone - use mAadhaar App.



ভারতীয় বিনিষ্ট পরিচয় প্রাধিকরণ
Unique Identification Authority of India

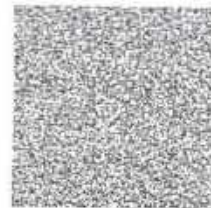


ঠিকানা:

জাফর আহমেদ খান, ৩৩, বেলগাচিয়া রোড, ট্রাম ডিপো, বেলগাচিয়া, কলকাতা, পশ্চিম বঙ্গ - ৭০০০৩৭

Address:

C/O NASIR AHMED KHAN, 33, BELGACHIA ROAD, Tram Depot, BELGACHIA, Belgachia, Kolkata, West Bengal - 700037



4072 0722 5546

VID : 9191 3157 6014 3136



ভারতের নির্বাচন কমিশন
 भारत का
 ELECTION COMMISSION OF INDIA
 IDENTITY CARD
 FKY3888179



নির্বাচকের নাম : বঙ্কিম সরকার
 Elector's Name : Bankim Sarkar
 পিতার নাম : কার্তিক সরকার
 Father's Name : Karik Sarkar
 লিঙ্গ/সেক্স : পু/ M
 জন্ম তারিখ : 12/10/1960
 Date of Birth : 12/10/1960

FKY3888179

Gen: ১৫৫, মামুদপুর, রাজেন্দ্রপুর, ঠাকুরী, উত্তর ২৪ পর্গনা- ৭৪৩১৬৬

Address: DEBOK, MAMUPUR, RAJENDRAPUR, NAIHATI, NORTH 24 PARGANAS-743166

Date: 04/03/2013

১০৬-সংসদ নির্বাচন কেন্দ্র নির্বাচন কর্মসূচী
 Facsimile Signature of the Electoral
 Registration Officer for
 106-Jagadai Constituency

নিম্ন বিবরণের ক্ষেত্রে পুনরায় ভোটার কার্ডের প্রতিলিপিত কপি
 সঙ্গে সঙ্গে নতুন ঠিকানা সম্বন্ধে জিএসসি-১০৬-১
 -কেন্দ্রের নথিতে তথ্য রাখতে হবে।
 In case of change in address mention this Card No
 in the return form by enclosing your name in the
 full at the changed address and to obtain the card
 with serial number.

Major Information of the Deed

| | | | |
|--|---|--|------------|
| Deed No. : | I-1902-09785/2022 | Date of Registration | 20/08/2022 |
| Query No / Year | 1902-2002414888/2022 | Office where deed is registered | |
| Query Date | 08/08/2022 2:06:29 PM | A.R.A. - II KOLKATA, District: Kolkata | |
| Applicant Name, Address & Other Details | BANKIM SARKAR Thana : Naihati, District : North 24-Parganas, WEST BENGAL, PIN - 743166, Mobile No. : 9046946747, Status : Advocate | | |
| Transaction | Additional Transaction | | |
| [0110] Sale, Development Agreement or Construction agreement | [4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 50,00,000/-] | | |
| Set Forth value | Market Value | | |
| | Rs. 16,50,03,721/- | | |
| Stampduty Paid(SD) | Registration Fee Paid | | |
| Rs. 75,071/- (Article:48(g)) | Rs. 50,021/- (Article:E, E, B) | | |
| Remarks | Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area) | | |

Land Details :

District: Kolkata, P.S:- Muchipara, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Bipin Bihari Ganguly Street, Road Zone : (Sealdah Flyover – College St. Crossing On Road) , Premises No: 169A, , Ward No: 048 Pin Code : 700012

| Sch No | Plot Number | Khatian Number | Land Use Proposed ROR | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details |
|--------|-------------|----------------|-----------------------|---------------------------|-------------------------|-----------------------|---------------------|
| L1 | (RS :-) | | Commercial use | 4 Katha 2 Chatak 20 Sq Ft | | 8,06,42,993/- | Property is on Road |

District: Kolkata, P.S:- Muchipara, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Bipin Bihari Ganguly Street, Road Zone : (Sealdah Flyover – College St. Crossing Off Road) , Premises No: 169B, , Ward No: 048 Pin Code : 700012

| Sch No | Plot Number | Khatian Number | Land Use Proposed ROR | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details |
|----------------------|-------------|----------------|-----------------------|-------------------|-------------------------|-----------------------|---------------------------------|
| L2 | (RS :-) | | Bastu | 11 Katha 9 Chatak | | 7,14,42,240/- | Width of Approach Road: 10 Ft., |
| Grand Total : | | | | 25.9302Dec | 0 /- | 1520,85,233 /- | |

Structure Details :

| Sch No | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details |
|--|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1 | On Land L1 | 2233 Sq Ft. | 0/- | 22,60,913/- | Structure Type: Structure |
| Gr. Floor, Area of floor : 2233 Sq Ft., Commercial Use, Cemented Floor, Age of Structure: 80 Years, Roof Type: Pucca, Extent of Completion: Complete | | | | | |

| | | | | |
|--|--------------------|-------------|----------------------|---------------------------|
| On Land L2 | 10526 Sq Ft. | 0/- | 1,06,57,575/- | Structure Type: Structure |
| Gr. Floor, Area of floor : 5900 Sq Ft., Commercial Use, Cemented Floor, Age of Structure: 80 Years, Roof Type: Pucca, Extent of Completion: Complete | | | | |
| Floor No: 1, Area of floor : 4626 Sq Ft., Commercial Use, Cemented Floor, Age of Structure: 80 Years, Roof Type: Pucca, Extent of Completion: Complete | | | | |
| Total : | 12759 sq ft | 0 /- | 129,18,488 /- | |

Land Lord Details :

| SI No | Name,Address,Photo,Finger print and Signature |
|-------|---|
| 1 | Mr MANUJ KHETAWAT Son of Mr LALIT KUMAR KHETAWAT 19A, Sarat Bose Road, City:- Not Specified, P.O:- LALA LAJPAT ROY SARANI, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ARxxxxxx2H, Aadhaar No: 40xxxxxxxx9070, Status :Individual, Executed by: Self, Date of Execution: 17/08/2022 , Admitted by: Self, Date of Admission: 17/08/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 17/08/2022 , Admitted by: Self, Date of Admission: 17/08/2022 ,Place : Pvt. Residence |
| 2 | Mr HARSHIT KHETAWAT Son of Mr SURENDRA KUMAR KHETAWAT 19A, Sarat Bose Road, City:- Not Specified, P.O:- LALA LAJPAT ROY SARANI, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AUxxxxxx9L, Aadhaar No: 31xxxxxxxx7800, Status :Individual, Executed by: Self, Date of Execution: 17/08/2022 , Admitted by: Self, Date of Admission: 17/08/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 17/08/2022 , Admitted by: Self, Date of Admission: 17/08/2022 ,Place : Pvt. Residence |
| 3 | AARPEE TRADING & HOLDINGS PRIVATE LIMITED 19A, Sarat Bose Road, City:- Not Specified, P.O:- LALA LAJPAT ROY SARANI, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 , PAN No.:: AAxxxxxx4E, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative |

Developer Details :

| SI No | Name,Address,Photo,Finger print and Signature |
|-------|--|
| 1 | CENTRAL HOLDING PRIVATE LIMITED 267, Bipin Bihari Ganguly Street, City:- Kolkata, P.O:- BOWBAZAR, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700012 , PAN No.:: AAxxxxxx5G, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative |

Representative Details :

| Sl No | Name,Address,Photo,Finger print and Signature |
|-------|--|
| 1 | Mr ZAFAR AHMED KHAN (Presentant) Son of Mr NASIR AHMED KHAN 33 BELGACHIA RD, City:- Not Specified, P.O:- BELGACHIA, P.S:-Tala, District:-South 24-Parganas, West Bengal, India, PIN:- 700037, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: Alxxxxxx6F, Aadhaar No: 40xxxxxxxx5546 Status : Representative, Representative of : CENTRAL HOLDING PRIVATE LIMITED (as DIRECTOR) |
| 2 | Mr LALIT KUMAR KHETAWAT Son of Late PRAHLAD RAI KHETAWAT 19A, Sarat Bose Road, City:- Not Specified, P.O:- LALA LAJPAT ROY SARANI, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx4N, Aadhaar No: 70xxxxxxxx4580 Status : Representative, Representative of : AARPEE TRADING & HOLDINGS PRIVATE LIMITED (as DIRECTOR) |

Identifier Details :

| Name | Photo | Finger Print | Signature |
|--|-------|--------------|-----------|
| Mr BANKIM SARKAR Son of Mr KARTIK SARKAR Village:- DEVOCK, P.O:- MAMUDPUR, P.S:-Naihali, District:-North 24-Parganas, West Bengal, India, PIN:- 743166 - | | | |
| Identifier Of Mr MANUJ KHETAWAT, Mr HARSHIT KHETAWAT, Mr ZAFAR AHMED KHAN, Mr LALIT KUMAR KHETAWAT | | | |

Transfer of property for L1

| Sl.No | From | To. with area (Name-Area) |
|-------|---|---|
| 1 | Mr MANUJ KHETAWAT | CENTRAL HOLDING PRIVATE LIMITED-2.28403 Dec |
| 2 | Mr HARSHIT KHETAWAT | CENTRAL HOLDING PRIVATE LIMITED-2.28403 Dec |
| 3 | AARPEE TRADING & HOLDINGS PRIVATE LIMITED | CENTRAL HOLDING PRIVATE LIMITED-2.28403 Dec |

Transfer of property for L2

| Sl.No | From | To. with area (Name-Area) |
|-------|---|---|
| 1 | Mr MANUJ KHETAWAT | CENTRAL HOLDING PRIVATE LIMITED-6.35938 Dec |
| 2 | Mr HARSHIT KHETAWAT | CENTRAL HOLDING PRIVATE LIMITED-6.35938 Dec |
| 3 | AARPEE TRADING & HOLDINGS PRIVATE LIMITED | CENTRAL HOLDING PRIVATE LIMITED-6.35938 Dec |

Transfer of property for S1

| Sl.No | From | To. with area (Name-Area) |
|-------|---|--|
| 1 | Mr MANUJ KHETAWAT | CENTRAL HOLDING PRIVATE LIMITED-744.33333300 Sq Ft |
| 2 | Mr HARSHIT KHETAWAT | CENTRAL HOLDING PRIVATE LIMITED-744.33333300 Sq Ft |
| 3 | AARPEE TRADING & HOLDINGS PRIVATE LIMITED | CENTRAL HOLDING PRIVATE LIMITED-744.33333300 Sq Ft |

Transfer of property for S2

| Sl.No | From | To. with area (Name-Area) |
|-------|---|---|
| 1 | Mr MANUJ KHETAWAT | CENTRAL HOLDING PRIVATE LIMITED-3508.66666700 Sq Ft |
| 2 | Mr HARSHIT KHETAWAT | CENTRAL HOLDING PRIVATE LIMITED-3508.66666700 Sq Ft |
| 3 | AARPEE TRADING & HOLDINGS PRIVATE LIMITED | CENTRAL HOLDING PRIVATE LIMITED-3508.66666700 Sq Ft |

On 17-08-2022

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

Presented for registration at 18:20 hrs on 17-08-2022, at the Private residence by Mr. ZAFAR AHMED KHAN ..

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

Execution is admitted on 17/08/2022 by 1. Mr MANUJ KHETAWAT, Son of Mr LALIT KUMAR KHETAWAT, 19A, Road: Sarat Bose Road, , P.O: LALA LAJPAT ROY SARANI, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700020, by caste Hindu, by Profession Business. 2. Mr HARSHIT KHETAWAT, Son of Mr SURENDRA KUMAR KHETAWAT, 19A, Road: Sarat Bose Road, , P.O: LALA LAJPAT ROY SARANI, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700020, by caste Hindu, by Profession Business

Identified by Mr BANKIM SARKAR, , Son of Mr KARTIK SARKAR, P.O: MAMUDPUR, Thana: Naihati, , North 24-Parganas, WEST BENGAL, India, PIN - 743166, by caste Hindu, by profession Advocate

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

Execution is admitted on 17-08-2022 by Mr ZAFAR AHMED KHAN, DIRECTOR, CENTRAL HOLDING PRIVATE LIMITED (Private Limited Company), 267, Bipin Bihari Ganguly Street, City:- Kolkata, P.O:- BOWBAZAR, P.S:- Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700012

Identified by Mr BANKIM SARKAR, , Son of Mr KARTIK SARKAR, P.O: MAMUDPUR, Thana: Naihati, , North 24-Parganas, WEST BENGAL, India, PIN - 743166, by caste Hindu, by profession Advocate

Execution is admitted on 17-08-2022 by Mr LALIT KUMAR KHETAWAT, DIRECTOR, AARPEE TRADING & HOLDINGS PRIVATE LIMITED (Private Limited Company), 19A, Sarat Bose Road, City:- Not Specified, P.O:- LALA LAJPAT ROY SARANI, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020

Identified by Mr BANKIM SARKAR, , Son of Mr KARTIK SARKAR, P.O: MAMUDPUR, Thana: Naihati, , North 24-Parganas, WEST BENGAL, India, PIN - 743166, by caste Hindu, by profession Advocate

fm

Satyajit Biswas

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA

Kolkata, West Bengal

On 19-08-2022

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 16,50,03,721/-

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 50,021/- (B = Rs 50,000/- ,E = Rs 21/-) and Registration Fees paid by by online = Rs 50,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/08/2022 10:32AM with Govt. Ref. No: 192022230099465668 on 17-08-2022, Amount Rs: 50,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 3218891172739 on 17-08-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/08/2022 10:32AM with Govt. Ref. No: 192022230099465668 on 17-08-2022, Amount Rs: 75,021/-, Bank: SBI EPay (SBlePay), Ref. No. 3218891172739 on 17-08-2022, Head of Account 0030-02-103-003-02

7/02

Satyajit Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

On 20-08-2022

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.

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 50/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 6556, Amount: Rs.50/-, Date of Purchase: 27/04/2022, Vendor name: H C SADHU

7/02

Satyajit Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2022, Page from 351943 to 352026
being No 190209785 for the year 2022.



Digitally signed by SATYAJIT BISWAS
Date: 2022.08.25 12:45:00 +05:30
Reason: Digital Signing of Deed.

(Satyajit Biswas) 2022/08/25 12:45:00 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.

(This document is digitally signed.)