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পশ্চিমবঙ্গ পশ্চিম বাংলা WEST BENGAL

Case No. E-1063/19

E 953310

A.R.A. III

8.05 P.M.  
9-114605/19

Certified that the documents in connection with the Registration of the Agreement have been duly enforced in accordance with the provisions of the Act and the rules made thereunder.

Additional Registrar of Assurances-III, Kolkata

Additional Registrar of Assurances III Kolkata  
23 JUL 2019

gwr

THIS AGREEMENT FOR DEVELOPMENT is made on this 19<sup>th</sup> day of July Two Thousand and Nineteen (2019)

1. 2501  
2. 307  
5501

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

GRN: 19-201920-004292415-1 Payment Mode Online Payment  
GRN Date: 17/07/2019 14:10:14 Bank : HDFC Bank  
BRN : 852911795 BRN Date: 17/07/2019 14:13:04

DEPOSITOR'S DETAILS

Id No. : 19030001146051/11/2019

[Query No./Query Year]

Name : ATK HOUSING AND DEVELOPMENT LLP  
Contact No. : Mobile No. : +91 9748431646  
E-mail :  
Address : 63 RAFI AHMED KIDWAI ROAD NEAR PEACE HEAVEN  
Applicant Name : Mr BHUPENDRA GUPTA  
Office Name :  
Office Address :  
Status of Depositor : Buyer/Claimants  
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement  
Payment No 11

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [ ₹ ]
1	19030001146051/11/2019	Property Registration- Stamp duty	0030-02-103-003-02	70021
2	19030001146051/11/2019	Property Registration- Registration Fees	0030-03-104-001-16	50105

Total

120126

In Words : Rupees One Lakh Twenty Thousand One Hundred Twenty Six only



Government of West Bengal

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

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

Signature / LTI Sheet of Query No/Year 19030001146051/2019

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	SHYAM SUNDAR NANGALIA , 32C,NEW ROAD,LALBEHARI SAHA SARANI, P.O:- ALIPORE, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027	Representative of Land Lord [AISHA DEVELOPERS LLP ]		3250 	AISHA DEVELOPERS LLP  (SHYAM SUNDAR NANGALIA) 19/7/19
2	SYED ABRAR IMAM , SECTOR:5,FLAT NO:4A,72,TILJALA ROAD, P.O:- GOBINDA KHATICK, P.S:- Beniapukur, District:- South 24-Parganas, West Bengal, India, PIN - 700046	Representative of Developer [ATK HOUSING & DEVELOPMENT LLP ]		3249 	ATK Housing & Development  Designated Partner (SYED ABRAR IMAM) 19/07/19
3	GOPAL DAS CHOUDHARY , 31/41,BINOVA BHAVE ROAD, P.O:- SAHAPUR, P.S:- New Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700038	Representative of Land Lord [PRAYAS H MERCHANT PVT LTD ]			FOR. PRAYAS H MERCHANT PVT. LTD.  Director Gopal Das Choudhary 19/07/19

Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Md BHUPENDRA GUPTA Son of Late DHIRENDRA KUMAR GUPTA 6, OLD POST OFFICE STREET, P.O:- G P O, P.S:- Hare Street, District:- Kolkata, West Bengal, India, PIN - 700001	SHYAM SUNDAR NANGALIA, SYED ABRAR IMAM, GOPAL DAS CHOUDHARY			 19.7.2019

  
 Anil Kumar Golden  
 ADDITIONAL REGISTRAR  
 OFFICE OF ASSURANCE  
 Additional Registrar of  
 OFFICE OF THE A.R.A.  
 III KOLKATA  
 Kolkata, West Bengal  
 19 JUL 2019

**BETWEEN 1. AISHA DEVELOPERS LLP** having **PAN-ABBFA9217F** a limited liability partnership firm constituted under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at 184 Harish Mukherjee Road Kolkata-700026 under P.O& P.S Kalighat represented by its designated partner namely **SHYAM SUNDAR NANGALIA** having **PAN-ABUPN8177A, MOBILE-9830091899**, son of Late Bhuramull Nangalia, by faith Hindu, by occupation Business, being Citizen of India and residing at 32C, New Road, Alipore, Kolkata-700027 under P.O. & P.S. Alipore hereinafter referred to as the **FIRST OWNER** and **2. PRAYASH MERCHANT PVT LTD** having **PAN AADCP7873N** a Company incorporated under the provisions of the Companies Act 1956 having its registered office at 184, Harish Mukherjee Road, Kolkata 700026 under P.O. & P.S. Kalighat represented by its Director **GOPAL DAS CHOUDHARY** having **PAN ABVPC9170D, MOBILE-9830693807**, son of Late Bhagwan Das Choudhary, by faith Hindu, by occupation Business, being Citizen of India and residing at 31/41 Binova Bhawe Road, Kolkata 700038 under P.O. Sahapur & P.S. New Alipore hereinafter referred to as the **SECOND OWNER** and both jointly and collectively referred to as the **"OWNER"**(which expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include its successors-in-office, successors-in-interest, legal representatives administrators and/or assigns) of the **FIRST PART.**

**AND**

**ATK HOUSING & DEVELOPMENT LLP** having **PAN-ABKFA5183B** a limited liability partnership firm constituted under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at 63 Rafi Ahmed Kidwai Road Kolkata-700016 under P.O. & P.S. Park Street represented by its designated partner **SYED ABRAR IMAM** having **PAN-AAHPI8261L, AADHAAR NO-674402357855, M-9831049016**, son of Late Syed Mohammad Nemet Imam, by faith Islam, by occupation Business, being Citizen of India and residing at Block 5, Flat 4A, 72 Tiljala Road Kolkata-700046 under Post Office Gobinda Khatick & Police Station Beniapukur hereinafter referred to as the **"DEVELOPER"**(which expression shall unless excluded by or repugnant to the subject or context hereof be deemed to

mean and include its successors-in-office, successors-in-interest, legal representatives and administrators of the **SECOND PART**.

**WHEREAS:**

- A) In this agreement wherever the context so permits the Owner, and Developer are collectively referred to as the 'parties' and individually as a 'party'.
- B) In pursuance and by virtue of a registered Deed of Conveyance dated 27<sup>th</sup> July 2007 registered at the office of the Additional District Sub Registrar, Sealdah North 24 Parganas in Book No. I Volume No.27 Pages 222 to 243 Being No. 612 for the year 2007, Prayash Merchant Pvt Ltd became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the Municipal Premises No. 39 Darga Road, Kolkata 700 017 P.S. Beniapukur under Ward No. 64 of Kolkata Municipal Corporation together with the buildings and structures standing thereon (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the said PREMISES).
- C) In pursuance of sale of undivided 6% share or interest (hereinafter referred to as the UNDIVIDED SHARE) by Prayash Merchant Pvt Ltd in favour of Aisha Developers LLP vide a registered Deed of Conveyance dated 5<sup>th</sup> day of March 2019 registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. I Volume No.1901-2019, Pages from 88852 to 88881 Being No. 190101683 for the year 2019 the Owner thus became jointly entitled to the said Premises and both of them have absolute right to enter into this agreement for the purpose of undertaking the development of the said Premises.
- D) The Developer is inter alia carrying on business in undertaking development of real estate and/or properties in and around the city of Kolkata and for the purpose of undertaking the development of the said Premises the parties have agreed to enter into this agreement subject to what is hereinafter appearing.

NOW THEREFORE IN CONSIDERATION OF THE PAYMENTS AND OTHER TERMS, REPRESENTATIONS, WARRANTIES AND MUTUAL COVENANTS HEREIN CONTAINED, THE SUFFICIENCY OF WHICH ARE ACKNOWLEDGED BY BOTH THE PARTIES HEREIN, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

**ARTICLE - I**  
**DEFINITIONS**

In this Agreement unless contrary or repugnant thereto the following expression shall have the meanings:

- 1.1 **NATURE OF DEVELOPMENT** - subject to the terms and conditions of this Agreement, the Parties agree to develop the Property (specified in the First Schedule hereunder written) by constructing residential-cum-commercial or residential building/s as may be approved by the concerned Municipality and/or other authorities and as per the specifications more fully described in the **FIRST SCHEDULE** hereunder written and/or to convey transfer and assign the right, title and interest jointly and realize sale proceeds in the ratio as stated hereinafter.
- 1.2 **RATIO - 50:50** -The parties shall share Sale Proceeds of all saleable area including open and covered Car Parking Space and open terraces and balconies adjoining the saleable areas in the New Building in the proportion of 50% to the Owner and 50% to the Developer, the respective share of Owner and Developer has been defined separately.
- 1.3 **ALLOTTED AREA** - shall mean ALL THAT the 4800 sq. ft. (super built-up) area to comprise in various flats units apartments and car parking spaces TOGETHER WITH all that 4 CAR PARKING SPACES and together with the undivided proportionate share in all common parts and portions and together with the undivided share in the land comprised in the said premises attributable and/or allocable thereto shall form the allocation of Prayash Merchant Pvt Ltd in terms of this

agreement and to be provided out of the Owner's Allocation as hereinafter appearing.

- 1.4 **ARCHITECT** - shall mean any person or persons, firm or firms of repute who may be appointed by the Developer for designing and planning of the proposed new building/s.
- 1.5 **COMMON FACILITIES AND AMENITIES** - shall mean and include corridors, hallways, staircase, lifts, passage-way, driveways, common lavatories, DG set of sufficient capacity, lifts pump, lighting for common spaces, pump room, tube well, overhead tank, underground reservoir, water pump and motor and other facilities as shall be provided for common use in the proposed development by the Developer.
- 1.6 **DEVELOPER** - shall mean ATK Housing & Development LLP, a limited liability partnership firm constituted under the provisions of the Limited Liability Partnership Act, 2008 having its registered office 63 Rafi Ahmed Kidwai Road Kolkata-700016 under P.O. & P.S. Park Street and shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include its successors-in-office, successors-in-interest, legal representatives and administrators.
- 1.7 **DEVELOPER'S SHARE** - shall mean all that Fifty Percent of the Sale Proceeds of all Saleable area in the New Building including Open and Covered Car Parking spaces as mentioned below, which will be determined after sanctioned plan is obtained from the Kolkata Municipal Corporation.
- 1.8 **NEW BUILDING/BUILDINGS** - shall mean and include the building or buildings to be constructed erected and completed by the Developer in accordance with the map or plan to be sanctioned by Kolkata Municipal Corporation on the entirety of the said property.
- 1.9 **OWNER** - shall mean, 1. Aisha Developers LLP a limited liability partnership firm constituted under the provisions of the Limited



Liability Partnership Act, 2008 having its registered office at 184 Harish Mukherjee Road Kolkata-700025 under P.O& P.S Kalighat and 2. Prayash Merchant Pvt Ltd a Company incorporated under the provisions of the Companies Act 1956 having its registered office at 184, Harish Mukherjee road, Kolkata-700026 under P.O. & P.S. Kalighat and shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include its successors-in-office, successors-in-interest, legal representatives administrators and/or assigns.

- 1.10 **OWNERS SHARE** - shall mean all that Fifty Percent of the Sale Proceeds of all Saleable area in the new construction including open and Covered Car Parking spaces as mentioned below, which will be determined after sanctioned plan is obtained from the Kolkata Municipal Corporation.
- 1.11 **PROPERTY/ THE SAID PROPERTY** - shall mean ALL THAT piece and parcel of land containing an area of 26 Cottahs 4 Chittaks 21 square feet together with very old dilapidated brick build R.T. structures standing thereon containing a total built up area of 100 Square Mtrs. more or less situate lying at and being Premises No.39 Darga Road Kolkata-700017, P.S. Beniapukur, Addl. Dist. Sub-Registry Office Sealdah Ward No.064 of Kolkata Municipal Corporation in the town Kolkata -700017 as fully described in the First Schedule hereunder written.
- 1.12 **PLAN** - shall mean the plan or plans to be prepared by the Architect for the Development of the said property by constructing new building/s, as sanctioned by the Kolkata Municipal Corporation with any modifications and/or alterations, which may be necessary and/or required.
- 1.13 **SALEABLE SPACE** - shall mean the constructed space in the new building and/or buildings, available for independent use and occupation after making due provisions for the area required for common facilities and amenities.

- 1.14 **SPECIFICATION** - shall mean the specifications required for the purpose of construction of the said new building/s (more fully and particularly described in the **SECOND SCHEDULE** hereunder written).
- 1.15 **TRANSFER** - with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multistoried building to the purchasers thereof.
- 1.16 **TRANSFeree** - shall mean a person, firm, limited company, association of persons to whom any space in the new building has been transferred.
- 1.17 Words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa.
- 1.18 Words importing MASCULINE GENDER shall include the FEMININE GENDER and NEUTER GENDER; similarly words importing FEMININE GENDER shall include MASCULINE GENDER and NEUTER GENDER; Likewise NEUTER GENDER shall include MASCULINE GENDER and FEMININE GENDER.

## **ARTICLE - II**

### **REPRESENTATIONS AND ASSURANCES**

2.1 At or before entering into this agreement, the Owner have assured and represented to the Developer as follows:

- i) That the Owner is the absolute owner of the entirety of the said property.
- ii) The said property is free from all encumbrances, charges, liens, lispendents, attachments, whatsoever or howsoever.

- iii) That excepting the Owner nobody has any right, title, interest, claim, demand, whatsoever or howsoever, in respect of said property.
- iv) That there is no notice of acquisition or requisition received or pending in respect of the said property lying & situated at Premises No.39 Darga Road Kolkata-700017.
- v) The Owner have also given to understand that the said property do not fall under the Urban Land (Ceiling and-Regulation) Act, 1976.
- vi) The Owner have declared to the Developer that the Owner have a marketable title in respect of the said property without any claim, right, title, interest of any person thereon or therein which have been duly accepted by the Developer, and the Owner have absolute right to enter into this agreement with the Developer and the Owner hereby undertake to indemnify and keep the Developer indemnified against any Second party's claims actions and demands, whatsoever, with regard to the title and Ownership of the Owner.
- vii) That the Owner have not entered into any agreement with any person or persons/company or companies in connection with the development/sale/transfer of his right, title, interest in respect of the said property or any portion thereof prior to execution of this Development Agreement and that it is free to enter into this Agreement for Development with the present Party of the Other Part.
- viii) That no agreement for sale, transfer, lease and/or development is existing nor has the Owner have created any interest of a Second party into or upon the said premises or any part or portion thereof.

- ix) That all Arrear municipal rates taxes, R.A pending fees, statutory liabilities in respect of the said property is payable by the Owner.
- x) The premises at present is being occupied by tenants and occupants and shall be dealt by the Developer however the area and/or any payment to them shall be shared by both parties equally.

Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Developer has agreed to pay Rupees Fifty Lakhs only as and by way of refundable security deposit and to undertake development of the said premises, make payment of the advances and to incur all costs charges and expenses for undertaking development of the said premises on the terms and conditions hereinafter appearing.

2.2 At or before the execution of this Agreement the Developer has assured and covenanted with the joint owners as follows:

- i) That the Developer has adequate financial resources for undertaking the development of the said Premises,
- ii) That the Developer has an experienced professional team at its command comprising of Engineers, skilled workers and other professionals who are competent to undertake the development of the said Premises,
- iii) Is prima facie satisfied as to the title of the joint owners,
- iv) Acknowledges that various parts and portions of the building situated at the said Premises is presently in occupation of various persons (hereinafter referred to as the OCCUPANTS),
- v) Acknowledges that a complaint has been filed by one Razia Begum before the Wakf Commissioner.

**ARTICLE - III**  
**COMMENCEMENT**

- 3.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from the        day of July 2019. (hereinafter referred to as the COMMENCEMENT DATE).
- 3.2 This Agreement shall remain in full force and effect until completion of the said project unless determined and/or terminated in the manner hereinafter stated or unless agreed to between the parties in writing.

**ARTICLE - IV**  
**GRANT OF DEVELOPMENT RIGHT**

- 4.1 In consideration of the mutual covenants herein contained and on the part of the parties hereto to be paid performed and observed and in future consideration of the Developer having agreed to incur all costs charges and expenses for undertaking development of the said premises the Owner have agreed to grant the exclusive right of development in respect of the said premises unto and in favour of the Developer to enable the Developer to undertake development of the said premises by way of constructing a new building and/or buildings in accordance with the plan to be sanctioned by the concerned Authorities with or without amendment and/or modification thereon made or cause to be made by the Developer hereto.
- 4.2 All applications, plans and other papers documents as may be required by the Developer for the purpose of obtaining necessary sanction from the Appropriate Authorities shall be prepared and submitted by the Developer on behalf of the Owner at his own costs and expenses after making necessary alterations and/or modifications thereof having been mutually approved in consultation with the Owner. The Developer shall pay and bear all fees including Architect's fees charges and expenses required to be paid or deposited for exploration of the said property and has agreed to indemnify and keep indemnified the Owner.

- 4.3 Nothing in these presents shall be construed a demise or assignment or conveyance in law by the Owner for the said property or any part thereof to the Developer or creating any right, title or interest in respect thereof to the Developer, unless so mentioned, other than an exclusive license to the Developer to commercially exploit the same in terms hereof and to deal with the entire sale proceeds, as aforesaid, in the new building/s and the development in the manner hereinafter stated.

#### **ARTICLE - V**

##### **OCCUPANTS**

- 5.1 It has been agreed between the parties hereto that the Owner and the Developer shall jointly negotiate with the occupants for the purpose of obtaining vacant possession of the various parts and portions in their respective occupation and all costs charges and expenses in connection therewith shall have to be borne by the Owner and the Developer in equal proportion.
- 5.2 In the event of any space which may have to be allocated to any of the Occupants the same shall be provided out of the Owners Allocation and Developers Allocation in equal proportion.
- 5.3 All negotiations and/or agreements to be entered into with all of any of the occupants shall be jointly carried out and/or entered into by the Developer and the Owner and the concerned occupant.

#### **ARTICLE - VI**

##### **PLAN**

- 6.1 Immediately after the execution of this Agreement the Developer shall prepare or cause to be prepared a map or plan by its Architect for the purpose of undertaking construction of a new building at the said Premises.
- 6.2 While preparing the said Plan the Developer shall ensure that maximum possible FAR is utilized and that the same conforms to Kolkata Municipal Corporation Building Rules including construction of Green Building.

- 6.3 Before submission of the said Plan for sanction the Developer shall make over a copy thereof to the Owner and the Owner shall be entitled to give its observations in respect thereof within a period of thirty days from the date of receipt of copy of the said Plan and in the event of the Owner giving any suggestions and the same is found to add value to the new building then such changes shall be incorporated and after incorporating the changes suggested by the Owner the Developer shall cause the said plan to be submitted for sanction to the concerned authorities and the sanction fee and other amounts required to be paid for sanction of the said plan shall be paid borne and discharged by the Developer.
- 6.4 The Developer shall indemnify and keep indemnified the Owner against all losses, damages, costs, charges, expenses that may be incurred or suffered by the Owner on account of or arising out of any breach of any of the terms of these presents or any laws, rules, regulations or due to any accident or mishap during the progress of construction or due to any claim made by the Third Party in respect of such construction or otherwise howsoever.
- 6.5 The Developer shall take necessary steps for getting electricity connection, apportionment of Municipal tax, installation of generator. The costs of such facilities shall be paid and/or borne by the Purchasers of the respective units in proportionate to the respective shares in the space in the said premises.

**ARTICLE - VII**  
**OBLIGATIONS**

7. The Developer shall :
- i) The Developer shall pay a sum of Rs. 5000000/- (Rupees Fifty Lakhs) Only as and by way of refundable security deposit at or before the time of execution of this agreement
- ii) The Developer further clarifies that all expenses to be incurred and other incidental and consequential expenses on account of

making marketable title of the aforesaid property including documentary expenses will be borne by both the parties.

- iii) Take such steps as are necessary to divert all pipes, wires, cables or other conducting media in under or above the property or any adjoining or neighbouring property and which need to be diverted as a result of the development.
- iv) Install all electricity, gas, water, telecommunications, services and surface and water drainage system to the property and shall ensure that the same connect directly to the mains.
- v) Remain responsible for due compliance with all statutory requirements under The West Bengal Housing Industry Regulation Act, 2017, Goods and Services Tax 2017 and all other Acts, Rules and Enactments 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 Owner, its officers and/or agents saved, harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.
- vi) Remain responsible for any accident and/or mishap taking place while undertaking, constructing, erecting and completing the said new building and/or buildings in accordance with the said plan and has agreed to keep the Owner, its officers, saved harmless and fully indemnified from and against all costs, charges, claims, actions suits and proceedings.
- vii) Take all necessary steps and/or obtaining all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts, deeds and things required by West Bengal Housing Industry Regulation Act, 2017, Goods and Services Tax 2017 and any other statute and comply with the lawful requirements of all the Authorities



- viii) Incur all costs, charges and expenses for the purpose of constructing, erecting and completing the said new building/s in accordance with the said plan.
- ix) Make proper provision for security of the said property during the course of development.
- x) Not allow any person to encroach nor permit any encroachment by way of person and/or persons into or upon the said property or any part or portion thereof.
- xi) Not expose the Owner to any liability and shall regularly and punctually make payment of the fees and/or charges of the architect, engineer and other consultants as may be necessary and/or required for the purpose of construction, erection and completion of the said new building/s.
- xii) 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 of 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.
- xiii) The Developer alone (to the exclusion of the Owner) shall be responsible and liable for payment of any wages or compensation or other moneys payable to any workmen, contractor of the Developer for any workmen, contractor of the Developer for any work, dispute, accident or injury to such persons in the course of the proposed development on the said Property. The Developer and/or its contractors shall comply with all labour laws including ESIC, Provident Fund and Insurance payments and settle disputes and claims in the event of death or injury to any persons on site engaged during development of the said property.

**ARTICLE - VIII**  
**LICENSE TO ENTER UPON THE SAID PREMISES**

8.1 Immediately after the plan is sanctioned, the Developer at such time as the Developer in its absolute discretion may deem fit and proper, shall be entitled, as a Licensee of the Owner, to enter upon the said Premises for the purpose of undertaking the work of construction erection and completion of the said new building in accordance with the said Plan it being expressly agreed that prior thereto the Developer without in any way causing any disturbance, hindrance or annoyance to the joint owners or any one of them shall be entitled to enter upon the said Premises for the purpose of undertaking preliminary works such as:

1. Carrying out survey of the said Premises
2. Causing the soil to be tested
3. To undertake all other preliminary work for the purpose of undertaking development of the said Premises

IT BEING made expressly clear that the possession of the said Premises is not being given nor intended to be given by the joint Owner to the Developer in part performance as contemplated by Section 53A of the Transfer of Premises Act 1972 read with Section 2 (47)(v) of the Income Tax Act 1961, it being expressly agreed and declared that juridical possession of the said Premises shall always vest in the Owners until such time the development is completed in all regards.

8.2 The said new building shall be constructed erected and completed with such materials and/or specifications (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written) and unless otherwise agreed upon and unless prevented by circumstances beyond its control the Developer shall construct erect and complete the new building within a period of 36 months from the date of sanction of the said plan.

**ARTICLE - IX**  
**SALES AND ALLOCATION OF SALE PROCEEDS**

- 9.1 It has been agreed between the parties hereto that after providing for the said Constructed Area to be allocated to the Occupants in terms of this agreement it has been agreed between the Owner and the Developer that the remaining of the total constructed area and/or saleable space forming part of the development shall be sold by the Developer in consultation with the Owner from time to time to various intending Purchasers, the amount received on booking and/or sale pertaining to Owner's area shall be handed over to the FIRST Owner forthwith without any abatement or deduction on account of construction cost or any account whatsoever. The remaining amount shall be utilized by the Developer towards construction and/or such other purpose as may be decided by the Developer at its sole discretion.
- 9.2 The Developer shall prepare a monthly account of all sales made, amount received from the Purchasers and amount paid to the Owner during the month and submit the same to the FIRST Owner within the 5<sup>th</sup> date of the succeeding month.
- 9.3 The Developer shall not make any booking at the rate lower than the rate agreed with the FIRST Owner for the purpose.

**ARTICLE - X**  
**OWNER OBLIGATIONS**

- 10.1 The Owner have agreed:
- i) That the Owner shall handover possession of the aforesaid property on as it is basis for the purpose of the development to

the Developer who shall hold the same in trust who shall engage his security guards to safeguard the aforesaid property.

- ii) The Owner also gives consent to Developer to make its office room in the aforesaid property.
- iii) To extend all co-operation with the Developer in all respect for development of the aforesaid property in terms of this Agreement.
- iv) To sign and execute necessary document or documents as may be found necessary including any declaration as may be required from time to time by the Developer for obtaining required permissions, approvals and/or sanctions to enable them to undertake the construction of the new buildings in accordance with the sanctioned plan.
- v) To execute a Registered General Power of Attorney in favour of the Developer or its nominee or nominees to enable the Developer to obtain the sanction and/or revalidation and/or modification of the sanctioned plan, if necessary in the proposed buildings/building complex from the Appropriate Municipal Authority and to do such other acts, deeds and things which are necessary and/or required towards the construction work of the proposed building/buildings/ complex and also for implementing the terms and conditions of this Development Agreement.

**ARTICLE - XI**  
**DEFAULT AND REMEDIES**

11. Unless prevented by circumstances beyond its control if the Developer shall not commit any default and/or breaches of any of the terms and conditions herein contained and on the part of the Developer to be

paid performed and observed or in the event of the Developer failing to complete the said new Building and/or Buildings within the completion date as herein before recited then and that event without prejudice to any of the risk claims contentions, which the Owner may have against the Developer, the Developer shall be liable and has agreed to pay to the Owner a compensation for delay at such rate as may be mutually agreed and in case of failing to arrive at a consensus figure at such rate as may be decided by the Arbitrators.

#### **ARTICLE - XII PROJECT DECISIONS**

12. The Developer shall, in the best interest of the project and based on techno-commercial feasibility, be empowered to take binding decisions in respect of matters including, but not limited to the following:

- i) Nature of Development : Residential or mix-use;
- ii) Materials to be used for the Project;
- iii) Name of the Project will be fixed mutually as agreed between the parties.
- iv) The Developer and the owners have mutually agreed that the Owners shall bear @ Rs. 120.00 (Rupees one hundred twenty) only per square feet on Owners Allocation towards expenses on account marketing and sales promotion of the project.
- v) The Developer and Owners have further agreed to pay commission @ 2% to the brokers towards sale of flat pertaining to their respective allocations.

#### **ARTICLE - XIII PROCEDURE**

13.1 The Owner shall execute and register a Power of Attorney in favour of the Developer and/or its representative/s as may be required for the purpose of obtaining necessary permission approvals and sanctions from different Authorities in connection with the development of the

said property and construction of the new building/s and also for pursuing and following up the matter with the various statutory authorities like Urban Land (Ceiling and Regulation) Act, 1976, Fire Department, West Bengal Promoter Act etc. and other statutory authorities.

- 13.2 Immediately upon the Developer's obtaining the sanction plan for construction of the New Building for development of the said property, the Developer shall be entitled to demolish the existing structure. The Developer shall bear and pay all the Municipal taxes and other taxes related to the said property immediately from the date of signing of this agreement and till the date of completion of the aforesaid project. The Developer shall indemnify and keep indemnified the Owner from and against non-payment thereof.

#### **ARTICLE -XIV BUILDING**

- 14.1 The Developer shall at its own costs and efforts construct erect and complete the New Building/s at the said property in accordance with the sanctioned plan as per the specification described in the **SECOND SCHEDULE** hereunder written with first class materials as may be certified by the Architect and the same shall be completed within the said completion date.
- 14.2 Subject to aforesaid the decision of the Architect regarding the quality of the materials shall be final and binding between the parties hereto and the said New Building/s will be constructed erected and completed in accordance with the specification details whereof are mentioned in the **SECOND SHCHEDULE** hereunder written.
- 14.3 The Developer shall install and erect in the said New Building/s at its own costs lift/lifts and generator of sufficient capacity as may be required for the purpose of running water pump, lift, lighting common spaces/staircases, tube well, water tanks of sufficient capacity overhead/underground reservoir, electrification. Till permanent electric connection is obtained, a temporary electric connection shall be provided and other facilities as are required to be provided in a

residential and/or multi storied building in the said locality having self contained apartment or commercial units for sale on Ownership basis therein, or as may be mutually agreed.

- 14.4 The Developer shall make all payments towards deposit to CESC and HT/LT line charges for cable restoration, transformer, generator, meters and sub-meters and other charges on account of various facilities and amenities provided in the said development and/or the said property, hereinafter referred to as 'EDC' (Extra Development Cost) it being expressly agreed that all such charges shall in the first instance be paid and borne by the Developer and the Developer may realize the proportionate charges from the purchasers and the same shall be to the account of the Developer alone.
- 14.5 The Developer shall at its own costs and expenses and without creating any financial and other liability on the Owner construct and complete the New Building/s and various units and/or apartments therein in accordance with the sanctioned building plan/any amendment thereto or modification thereof made or caused to be made by the Developer and to obtain completion certificate.
- 14.6 All costs charges and expenses including Architect's / structural engineer's fees shall be discharged by the Developer and the Owner shall bear no responsibility in this context.
- 14.7 The Owner shall not cause any obstruction or interference in the Developer continuing with the construction erection and completion of the said New Building and the development of the said property.

#### **ARTICLE - XV**

#### **COMMON FACILITIES**

- 15.1 That on completion of the aforesaid project, if any area remain unsold in such case both the Owner and the Developer shall be liable for payment of the Municipal Taxes, maintenance charges and other outgoings in respect of the same in their respective ratio. It is, however, made clear that in case the Developer initially required to incur the said expenses, the same will be adjusted out of the Sale Proceeds on completion of the sale of the said unsold area.

- 15.2 The Owners shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said new building or buildings.

**ARTICLE - XVI**  
**FORCE MAJEURE**

- 16.1 Notwithstanding anything contained under this Agreement, neither the Developer nor the Owner shall be responsible for any delay or any breach if such delay or breach is caused by reason of any change of Laws Rules, Regulations or any Restrictions imposed by any Government or other Authority including any Judicial Authority, or by reason of war, civil common, or total non-availability of any manpower or natural calamity or any Act of God or due to any other similar reason beyond the reasonable control of the Developer or the Owner as the case may be.
- 16.2 The delay occurring due to any Force Majeure event shall be excluded for computing the timelines stipulated in this Agreement. The Developer shall be entitled to corresponding extension of time for the days lost due to the factors stated above.

**ARTICLE - XVII**  
**OWNER'S INDEMNITY**

- 17 The Owner hereby undertake that the Developer shall be entitled to the development of the aforesaid property without any interference and/or disturbance by the Owner **PROVIDED** the Developer performs or fulfills all the terms and conditions herein contained and on its part to be observed and performed.

**ARTICLE - XVIII**  
**DEVELOPER'S INDEMNITY**

- 18.1 The Owner shall be entitled to depute and/or keep at the site one of their employees / authorized representative who shall be responsible



- to the Owner till such time the project is completed **PROVIDED HOWEVER** such employee / representative shall not in any way interfere with the progress of the work at the said property.
- 18.2 The Developer hereby undertakes to keep the Owner indemnified and indemnify the Owner against all Second party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the said building.
- 18.3 The Developer hereby undertakes to keep the Owner indemnified and indemnifies the Owner against all actions suits costs proceedings and claims that may arise out of the Developer's action with regard to the development of the said property and/or in the matter of construction of the said building and/or for any defect therein.
- 18.4 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise of the Developer, the Architect or their labour or contractors, the same shall be on account of the Developer and the Owner shall be fully absolved of any liability or claim thereof or there from.
- 18.5 The Developer hereby undertakes that without prior written permission of the Owner the Developer shall not assign and/or transfer this Development Agreement to anyone whosoever.

#### **ARTICLE - XIX**

#### **BREACHES**

- 19.1 It is hereby expressly agreed and declared by and between the parties hereto that if the Developer shall fail to cause the said Occupants or any one of them to vacate the various parts and portions in their respective occupation or shall commit breach of any of the terms and conditions of this agreement then and in that event this agreement shall cease to have any right under this agreement or in respect of the said premises excepting that the Owner shall be liable to refund the amount of security deposit received without any interest.
- 19.2 If after the plan is sanctioned and the Developer has commenced the work of construction if the Developer shall fail to complete the said new building within the time as aforesaid i.e. within a period of 36

months together with additional grace period of 6 months from the date of sanction of the said Plan then and in that event the Owner shall be entitled to undertake the Remaining Works and to complete the same either by itself or through some other Developer and in such an event the Developer shall be liable to reimburse the Owner for all costs charges and expenses incurred in connection therewith without any interest

#### **ARTICLE - XX**

##### **DEFECT IN CONSTRUCTION AND DEFECT LIABILITY PERIOD**

- 20.1 In case of any defect including Structural Defect in the building or part thereof constructed on the said property, whether detected while the work is in progress or within such time after completion, as prescribed by West Bengal Housing Industry Regulation Act, 2017 and other statutes the Developer shall take immediate steps to rectify the defects at its cost to the satisfaction of the Owner/Purchaser.
- 20.2 The responsibility herein shall not cover defects, damage or malfunction resulting from (a) misuse (b) unauthorized modifications or repairs done by the Owner or their nominee / agent, (c) cases of force majeure (d) failure to maintain the amenities / equipments (e) accident and (f) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms.

#### **ARTICLE - XXI**

##### **MISCELLANEOUS**

- 21.1 The Owner and the Developer have entered into this Agreement purely as a contract and nothing contained therein shall be deemed to be construed as a partnership between the Developer and the Owner or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitute an Association of persons.
- 21.2 It is understood that from time to time to facilitate the development of the said property by the Developer, various deeds matters and things not herein specified may be required to be done by the Developer and

for which the Developer may need the authority of the Owner, and various applications and other documents may be required to be signed or made by the Owner relative to which specified provisions may not have been mentioned herein, the Owner herein undertake to do all such acts deeds matters and things that may be reasonably required to be done in the matter and the Owner shall execute any such additional Power(s) of Attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertake to sign and execute all such additional applications and documents as the case may be **PROVIDED THAT** all such acts deeds matters and things do not in any way infringe on the rights of the Owner as and/or go against the spirit of this Agreement.

- 21.3 Any notice required to be given by any of the parties hereto shall be served at the address of the parties given herein unless any of the parties notify change of address, in writing, and such notice shall be deemed to have been served upon the other party if sent by pre-paid registered with acknowledgement due to at the aforesaid addresses.
- 21.4 Nothing in these presents shall be constructed as demise or assignment or conveyance in law by the Owner of the said property or any part thereof to the Developer or as creating any right title or interest in respect thereof in the Developer other than in exclusive license to the Developer to commercially exploit the same in terms hereof **PROVIDED HOWEVER** the Developer shall be entitled to borrow money from any Bank or Banks excluding Owners share without creating any financial liability on the Owner or affecting its interest in the said property and it being expressly agreed and understood that in no event the Owner shall be responsible and/or be made liable for payment of any dues of such Bank or Banks and for that purpose the Developer shall keep the Owner indemnified against all actions suits proceedings and costs charges and expenses in respect thereof **IT BEING EXPRESSLY AGREED AND UNDERSTOOD** by and between the parties hereto that in the event of such borrowing the party borrowing any amount shall alone be liable and/or responsible for repayment thereof and the other party will not be liable and/or responsible for the same. The borrowed fund if any shall be

- exclusively used for the purpose of development and construction of the Said Property.
- 21.5 An association of the Owner of the apartments etc. comprised in the said property shall be formed and both the Developer and Owner shall cause each of the Apartment Owner to whom they would transfer their respective right, title and interest of the Apartment to join the Association. The Association of Owners' of the Apartment, the Board of Management thereof shall be entitled to delegate the day to day function of the Association.
- 21.6 This Agreement is personal to the parties hereto and none of the parties shall be entitled to transfer and/or assign the benefits of this Agreement to any other person and/or persons without the consent of the other party, in writing.
- 21.7 Whether or not the transactions contemplated by this Agreement are completed in accordance with the terms hereof, the Parties hereto agreed to hold in confidence and shall not disclose in any manner to any Second party or use for any purpose other than that for which it is disclosed any information relating to the marketing strategies, customers, finance, advertisement, and other business policies of the other party.

The foregoing shall not apply if:-

- i) Such information is in the public domain through no fault of the disclosing party;
  - ii) Such information was in possession of the receiving party prior to its disclosure and which was not previously obtained from the disclosing party; or
  - iii) Such information was furnished to the receiving party by a Second party as a matter of right without restriction on disclosure.
- 21.8 If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of

law, such term or provision or part thereof shall, to that extent, be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected. All Agreements/Deeds, if any executed prior to this Agreement containing any clause in contrary to those specified under this Agreement shall be deemed to be cancelled and of no effect to that extent.

- 21.9 The signatory executing this Agreement on behalf of the Owner and Developer represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of the Owner and Developer, in accordance with the authorization given by the respective Companies and this Agreement is binding on both the Owner and Developer in accordance with its terms.
- 21.10 Upon completion of the building, if there remains any unsold portion in the New Building, the Owner and the Developer shall share such unsold portion in proportion of their respective share. After such allocation each of the parties shall be the absolute owner of their respective area and each one of them shall be at liberty to deal with the same in its absolute discretion. In case any party decides to enter any Agreement for Sale with any intending Purchaser, the other party shall cooperate in all respect and if required, shall join in such agreement as "Confirming Party".

## **ARTICLE -XXII INDEMNITY**

22. The Parties hereto shall keep each other fully indemnified and harmless against any claim, loss, liability, cost, action or proceedings, that may arise against either party on account of any willful act or omission on the part of the other party or on account of any failure on the part of either party to discharge its liabilities/obligations herein save and except in case of FORCE MAJEURE.

**ARTICLE - XXIII**  
**DOCUMENTATION**

- 23.1 The parties have agreed that Shri Bhupendra Gupta, Advocate of 6 Old Post Office Street Kolkata-700001 will be the Advocate for this project.
- 23.2 Shri Bhupendra Gupta, Advocate will prepare or cause to be prepared the draft of the agreements for sale and other documents for sale and transfer of the Owner's allocation as well as the Developer's allocation with the intent and object that there will be uniformity in agreements to be entered into with intending purchasers by both the Owner and the Developer.

**ARTICLE - XXIV**  
**ARBITRATION**

- 24.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents and/or the said property or determination of any liability either during subsistence of this Agreement or after expiry thereof shall be referred to the joint arbitrator to be appointed by both the Owner and the Developer herein and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being thereto in force.
- 24.2 The Arbitrators will have summary powers and will be entitled to set up their own procedure and the Arbitrator shall have power to give interim awards and/or directions.
- 24.3 It would not be obligatory on the part of the Arbitrators to give any speaking award.
- 24.4 The parties agree and covenant with each other that they have full trust and faith in the Arbitrators and agreed to abide by all the award and/or directions and not to challenge or dispute the same in any manner, whatsoever, or howsoever.

24.5 Courts at Kolkata alone shall have jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties hereto.

**ARTICLE - XXV**  
**NEGATIVE COVENANTS**

- 25.1 As and by way of negative covenants the Owner have further agreed :
- i) Not to enter into any agreement for sale, transfer, lease and/or development nor create any interest of a Second party into or upon the said premises save and except the constructed area, open and covered car parking and other saleable area forming part of Owners Allocation or share.
  - ii) Not to do any act deed or thing whereby the Developer is prevented from undertaking development of the said premises.
  - iii) To do all acts deeds and things to facilitate development of the said premises.

**FIRST SCHEDULE AS REFERRED TO ABOVE**

ALL THAT the piece and parcel of land containing an area of 26 Cottahs 4 Chittaks 21 square feet together with very old dilapidated brick build R.T. structures standing thereon containing a total built up area of 100 Square Mtrs. more or less situate lying at and being Premises No.39 Darga Road Kolkata-700017, P.S. Beniapukur, Addl. Dist. Sub-Registry Office Sealdah Ward No.064 of Kolkata Municipal Corporation in the town Kolkata -700017 and butted and bounded

**ON THE NORTH** : By 39/1B,38/C & 37/1M Darga Road

**ON THE EAST** : By 40 Darga Road

**ON THE WEST** : By Darga Road

**ON THE SOUTH** : By Tal Bagan Lane

**SECOND SCHEDULE AS REFERRED TO ABOVE****(SPECIFICATION)**

<b><u>STRUCTURE</u></b>	
Foundation	RCC Substructure on Piles
Super Structure	RCC framed structure with ductile detailing
Walls	Fly Ash/Red brick / ACC blocks
<b><u>WALL FINISHING</u></b>	
Exterior	Glass, Granite, Tiles, Stones / Textured Paints/ as per Architect's Design
Interior	Plaster of Paris /Wall putty
Toilets	Ceramic Tiles on the wall up to ceiling heights
Kitchen	Ceramic Tiles Dado up to 2' from the platform
<b><u>FLOORING</u></b>	
Master Bedroom	Wooden Flooring
Bedrooms	Vitrified Tiles
Living & Dining	Vitrified Tiles
Kitchen	Anti Skid Ceramic Vitrified Tiles
Toilets	Anti skid Ceramic Vitrified Tiles
Floor Lobby	Marble / Vitrified Tiles
Entrance Lobby at ground	Imported Marble
Stair Case	Marble / Vitrified Tiles/ stones
<b><u>OTHER FINISHES</u></b>	
Kitchen Counter	Granite counter top with honed edges
	Stainless Steel Sink
	Provision for Chimney



<b><u>DOOR &amp; WINDOWS</u></b>	
Doors	Quality Wooden Frames with Flush Doors
	Brass / Stainless Steel Locks& Hinges
	Night Catch & Eyepiece
Windows	Fully Glazed Aluminum/UPUC window
<b><u>ELECTRICAL</u></b>	
	Provision for adequate light and fan points
	Provision for TV& Telephone Points in all the Bedrooms & Living/Dining and geyser point in all toilets.
	Adequate 5 amp/15 amp points in all the areas as per requirement Concealed Copper Wiring with Modular Switches
<b><u>PLUMBING</u></b>	
	Superior quality Sanitary / Basin & CP Fittings
	Provision for Geyser Pipe lines in all the Toilets
	Concealed Plumbing & Pipe Works
<b><u>ELEVATORS</u></b>	
	3 LIFTS (2 passenger including one stretcher lift & 1 Service lift of reputed make)
<b><u>AIR CONDITIONING</u></b>	
	Outdoor Unit Space
	Waste line
	Electrical Point
<b><u>SECURITY &amp; SAFETY</u></b>	

	CCTV monitoring for all common areas
	Modern Fire Fighting System
	Refuge Platform
	Video Intercom/EPBX system connected with Reception, Security and other Apartments
<b><u>GENERATOR</u></b>	
	Backup for Common Areas , Services & Apartments
<b><u>AMENITIES</u></b>	
	The Club – Fully Equipped
	Gym
	Indoor Games Room – PoolTable
	Swimming Pool on the Podium
	Community Hall
	Landscape Garden & Jogging Track
	Children Play Area
	Rain Water Harvesting System
	Hassle Free Car Parking

**REFUNDABLE SECURITY DEPOSIT**

**RECEIVED** with thanks from the above named developer a sum of **Rs.5000000/- (Rupees Fifty Lakhs)** as security deposit in respect of the said land in presence of the following witnesses.

Date	In Favour of	Cheque No	Bank	Branch	Amount
19-7-2019	RTGS AISHA DEVELOPERS LLP 2 ANR	000002	HDFC Bank	MARQUIS STREET	5000000/-
<b>TOTAL RUPEES FIFTY LAKHS ONLY</b>					5000000/-

Witnesses:-

1. 

2. Animesh Chakraborty

AISHA DEVELOPERS LLP



Partner

**SIGNATURE OF THE LAND**

**OWNER**

For, PRAYASH MERCHANT PVT. LTD.



  
Director

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals on the day month and year first written above.

**SIGNED SEALED AND DELIVERED BY THE  
OWNER AT KOLKATA IN PRESENCE OF:**



2. Animesh Ghosh

AISHA DEVELOPERS LLP  
  
 (SHYAM SUNDAR MANGALIKA)  
 Partner  
 For, PRAYASH MERCHANT PVT. LTD.  
  
 (GOPAL DAS HOUDHARY)  
 Director  
 (OWNER)

**SIGNED SEALED AND DELIVERED BY THE  
DEVELOPER AT KOLKATA IN PRESENCE OF:**

1. 

2. K. S. K. R.

Col-1

2. Animesh Ghosh  
 G, old Post office Street  
 Kol-1

ATK Housing & Development LLP  
  
 Designated Partner  
 (SYED ABRAR IMAM)  
 (DEVELOPER)

Drafted by me:



(BHUPENDRA GUPTA)

Advocate

HIGH COURT AT CALCUTTA

Enrolment No. WB/98/2001

# SPECIMEN FORM FOR TEN FINGERPRINTS



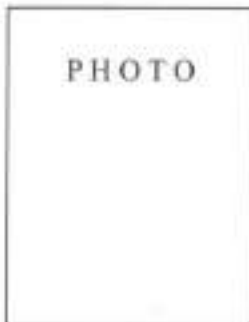
	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
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	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

 **भारत सरकार**  
**GOVERNMENT OF INDIA**

 **गोपाल दास चौधरी**  
**Gopal Das Choudhary**  
8th May / Year of Birth : 1942  
पुरुष / Male



**6768 5808 2634**

**आधार - साधारण मानुषेअ अधिकार**

*Handwritten signature*

निर्देश संख्या ११००१	(PERMANENT ACCOUNT NUMBER)	
	<b>ABVPC9170D</b>	
	नाम (NAME)	
	<b>GOPAL DAS CHOUDHARY</b>	
	पिता का नाम (FATHER'S NAME)	
	<b>BRAGWAN DAS CHOUDHARY</b>	
	जन्म तिथि (DATE OF BIRTH)	
	<b>01-12-1948</b>	
हस्ताक्षर (SIGNATURE)		
	आयकर अधिनियम, १९६१	
	COMMISSIONER OF INCOME-TAX, W.B. - II	





ভারতীয় নিখিঁট পরিচয় প্রাধিকরণ  
**ভারত সরকার**  
 Unique Identification Authority of India  
 Government of India

নিখিঁট আই ডি/Enrollment No.: 1204/12054/00111

12092011  
 In  
 Shyam Sundar Nangala  
 Shyam Sundar Nangala  
 C/O Rajul Nangala  
 32C New Road  
 Alipor Kolkata  
 Alipor Kolkata  
 West Bengal 700027  
 9830061899

12092011



LH019555060IN



আপনার আধার সংখ্যা/ Your Aadhaar No. :

**7129 4139 7614**

আমার - সাধারণ মানুষের অধিকার



ভারত সরকার  
 GOVERNMENT OF INDIA



Shyam Sundar Nangala  
 Shyam Sundar Nangala  
 তার মতা / Your sex : মতা  
 পুংল / Male



**7129 4139 7614**

*Signature*

আমার - সাধারণ মানুষের অধিকার



**आयकर विभाग**  
**INCOME TAX DEPARTMENT**


**भारत सरकार**  
**GOVT. OF INDIA**

**SHYAM SUNDAR NANGALIA**  
**RHURAMULL NANGALIA**

**16/06/1949**  
Permanent Account Number  
**ABUPN8177A**

  
Signature





*Shyam*

**एन.एन.डी. के 004 / 005 का प्रयोग सुविधा पूर्व / शीघ्र**  
**अनुमति के बिना प्रयोग, पत्र पर ही करें**  
**किसी भी भी, अनाधिकार प्रयोग**  
**आपके प्रतिकार प्रतिकार के अधिकार**  
**बिना, पत्र - 411 005**

**If this card is lost / someone's has used it / found**  
**please inform / report to**  
**Income Tax Field Services Unit, NSIR,**  
**3rd Floor, Registrar Chambers,**  
**New Delhi, Telephone Exchange,**  
**New Delhi - 110 001**

**Tel: 91-26-2721 0001 Fax: 91-26-2721 8001**  
**e-mail: nsir@nsir.gov.in**

# INCOME TAX PAN SERVICES UNIT

(Managed by NSDL e-Governance Infrastructure Limited)  
5th Floor, Mantri Sterling, Plot No. 341, Survey No. 997/8, Model Colony,  
Near Deep Bungalow Chowk, Pune - 411 016.

F. No. DIT(S)/PAN/ITMN\_REG



The Income Tax Department takes pleasure in informing that the Permanent Account Number (PAN) allotted to you is :

**ABKFA5183B**

and the PAN card is enclosed herewith. For filing the return of income, please contact :

**WARD 32(2), KOLKATA**

We wish to inform you that quoting of PAN on return of income and challans for payment of taxes is necessary to ensure accurate credit of taxes paid by you and faster processing of return of income. Please quote PAN in all communications with department as it helps to improve taxpayer services.

We may inform that it is mandatory to quote PAN in several transactions specified under the Income Tax Act, 1961. For details of such transactions, reference is invited to rule 114B of the Income Tax Rules, 1962 read with section 139 A of the Income Tax Act, 1961.

In the unlikely event of more than one PAN being allotted, this fact should be brought to the notice of your Assessing Officer, as possessing or using more than one PAN is against the law and may attract penalty of upto Rs. 10,000/-.

Any error in the data printed on your PAN Card may be brought to the notice of IT PAN Services Unit at the address given above or on the reverse of the PAN Card.

Income Tax Department maintains a website - [www.incometaxindia.gov.in](http://www.incometaxindia.gov.in) and Aayakar Sampark Kendra (Phone - 1800 - 180 - 1961) for providing information and services to citizens. This site contains detailed information on PAN also.

Income Tax Department

PKG ID:PRC / 24122017 07 / VLX 300300

WBG / 132 / 7406970010185451C1 / 24121778219

A T K HOUSING & DEVELOPMENT LLP

A T K HOUSING & DEVELOPMENT LLP

63

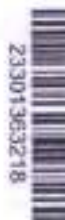
RAFI AHMED KIDWAI ROAD

PARK STREET

KOLKATA

WEST BENGAL - 700016

TEL No. : 33 - 22266869



ATK Housing & Development LLP  
*[Signature]*  
Designated Partner

(This being a computer-generated letter, no signature is required)

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

SYED ADRAR IMAM  
SYED MOHAMMAD NEMET IMAM  
12/11/1977  
Permanent Account Number  
AAHP18261L

*Imam*  
Signature



*Imam*


**भारत-सर्वकार**  
**GOVERNMENT OF INDIA**



**সৈয়দ আবরার ইমাম**  
**Syed Abrar Imam**  
**জন্ম তারিখ/ DOB: 12/11/1977**  
**পুরুষ / MALE**



6744 0235 7855

আধার - সাধারণ মানুষের অধিকার


**भारतीय विशिष्ट पहचान प्राधिकरण**  
**UNIQUE IDENTIFICATION AUTHORITY OF INDIA**

ঠিকানা:	Address
S/O: সৈয়দ মোহাম্মদ মোমেন ইমাম, 72, তিজলা রোড, গৌবিন্দা-কী, ওল্ড-43, গৌবিন্দা খাটিক রোড, কোলকাতা, পশ্চিম বঙ্গ - 700046	S/O: Syed Mohammed Nemet Imam, 72, Tijala Road, Bl-V, Fl- 4A, Gobinda Khatick Road, Kolkata, West Bengal - 700046



 1800 300 1847    
  [help@uidai.gov.in](mailto:help@uidai.gov.in)    
  [www.uidai.gov.in](http://www.uidai.gov.in)    
 P.O. Box No. 1847, Bengaluru-560 001





BAR ASSOCIATION HIGH COURT  
CALCUTTA

IDENTITY CARD

Name **BHUPENDRA GUPTA**

Address

Father or Mother's Name

**DHIRENDRA KUMAR GUPTA**



*Bhupendra Gupta*  
HONY SECRETARY

*Bhupendra Gupta*  
Secretary of  
the Court House

CARD NO. 350 DATE OF MEMBERSHIP 1.3.2002

RESIDENCE 28/1, Shakespeare Sarani  
Flat No.23, Kolkata - 700017

TEL. RES. 240-0669

CH. 242-9182

MOBILE 9831123614

ENROLMENT NO. E-64/106/2001

ENROLMENT DATE 24.01.2001

## Major Information of the Deed

Deed No :	I-1903-03646/2019	Date of Registration	23/07/2019
Query No / Year	1903-0001146051/2019	Office where deed is registered	
Query Date	16/07/2019 1:52:18 PM	A.R.A. - III KOLKATA, District. Kolkata	
Applicant Name, Address & Other Details	BHUPENDRA GUPTA HARE STREET, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9831123614, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 50,00,000/-]		
Set Forth value	Market Value		
	Rs. 15,00,19,782/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 50,105/- (Article:E, E, B, M(a), M(b), I)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S.- Beniapukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Darga Road/CIT Sch VIII, Road Zone : (Sundari Mohan Avenue -- No.4 Bridge On Road) , , Premises No: 39, , Ward No: 064 Pin Code : 700017

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	26 Katha 4 Chatak 21 Sq Ft		13,87,69,782/-	Property is on Road
<b>Grand Total :</b>				<b>43.3606Dec</b>	<b>0 /-</b>	<b>1387,69,782 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	15000-Sq Ft	0/-	1,12,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 15000 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>15000 sq ft</b>	<b>0 /-</b>	<b>112,50,000 /-</b>	

### Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>AISHA DEVELOPERS LLP</b> , 184,HARISH MUKHERJEE ROAD, P.O:- KALIGHAT, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700026 , PAN No.: ABBFA9217F, Status : Organization, Executed by: Representative, Executed by: Representative

2	<b>PRAYASH MERCHANT PRIVATE LIMITED</b> 184, HARISH MUKHERJEE ROAD, P.O:- KALIGHAT, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700025 , PAN No.:: AADCP7873N, Status :Organization, Executed by: Representative, Executed by: Representative
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**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>ATK HOUSING &amp; DEVELOPMENT LLP</b> 63, RAFI AHAMED KIDWAI ROAD, P.O:- PARK STREET, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016 , PAN No.:: ABKFA5183B, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>SHYAM SUNDAR NANGALIA</b> Son of Late BHURAMULL NANGALIA , 32C,NEW ROAD,LALBEHARI SAHA SARANI, P.O:- ALIPORE, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ABUPN8177A Status : Representative, Representative of : AISHA DEVELOPERS LLP (as PARTNER)
2	<b>SYED ABRAR IMAM (Presentant )</b> Son of Late SYED MOHAMMAD NEMET , SECTOR:5,FLAT NO:4A,72,TILJALA ROAD, P.O:- GOBINDA KHATICK, P.S:- Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN - 700046, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: AAHPI8261L Status : Representative, Representative of : ATK HOUSING & DEVELOPMENT LLP (as PARTNER)
3	<b>GOPAL DAS CHOUDHARY</b> Son of Late BHAGWAN DAS CHOUDHURY , 31/41,BINOVA BHAVE ROAD, P.O:- SAHAPUR, P.S:- New Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700038, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ABVPC9170D Status : Representative, Representative of : PRAYASH MERCHANT PRIVATE LIMITED (as PARTNER)

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Md BHUPENDRA GUPTA</b> Son of Late DHIRENDRA KUMAR GUPTA 6,OLD POST OFFICE STREET, P.O:- G P O, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001			
Identifier Of SHYAM SUNDAR NANGALIA, SYED ABRAR IMAM, GOPAL DAS CHOUDHARY			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	AISHA DEVELOPERS LLP	ATK HOUSING & DEVELOPMENT LLP-21.6803 Dec
2	PRAYASH MERCHANT PRIVATE LIMITED	ATK HOUSING & DEVELOPMENT LLP-21.6803 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	AISHA DEVELOPERS LLP	ATK HOUSING & DEVELOPMENT LLP-7500.00000000 Sq Ft
2	PRAYASH MERCHANT PRIVATE LIMITED	ATK HOUSING & DEVELOPMENT LLP-7500.00000000 Sq Ft

**Endorsement For Deed Number : I - 190303646 / 2019**

**On 17-07-2019**

**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 15,00,19,782/-



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

**On 19-07-2019**

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

Presented for registration at 20:05 hrs on 19-07-2019, at the Private residence by SYED ABRAR IMAM ..

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

Execution is admitted on 19-07-2019 by SHYAM SUNDAR NANGALIA, PARTNER, AISHA DEVELOPERS LLP (LLP), 184, HARISH MUKHERJEE ROAD, P.O.- KALIGHAT, P.S.- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700026

Identified by Md BHUPENDRA GUPTA, . . Son of Late DHIRENDRA KUMAR GUPTA, 6, OLD POST OFFICE STREET, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 19-07-2019 by SYED ABRAR IMAM, PARTNER, ATK HOUSING & DEVELOPMENT LLP (LLP), . 63, RAFI AHAMED KIDWAI ROAD, P.O.- PARK STREET, P.S.- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016



Indetified by Md BHUPENDRA GUPTA, , Son of Late DHIRENDRA KUMAR GUPTA, 6,OLD POST OFFICE STREET, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 19-07-2019 by GOPAL DAS CHOUDHARY, PARTNER, PRAYASH MERCHANT PRIVATE LIMITED, , 184,HARISH MUKHERJEE ROAD, P.O:- KALIGHAT, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700025

Indetified by Md BHUPENDRA GUPTA, , Son of Late DHIRENDRA KUMAR GUPTA, 6,OLD POST OFFICE STREET, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate



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

**On 20-07-2019**

**Payment of Fees**

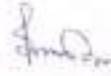
Certified that required Registration Fees payable for this document is Rs 50,105/- ( B = Rs 50,000/- , E = Rs 21/- , I = Rs 55/- , M(a) = Rs 25/- , M(b) = Rs 4/- ) and Registration Fees paid by by online = Rs 50,105/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/07/2019 2:13PM with Govt. Ref. No: 192019200042924151 on 17-07-2019, Amount Rs: 50,105/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 852911795 on 17-07-2019, 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 by online = Rs 70,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/07/2019 2:13PM with Govt. Ref. No: 192019200042924151 on 17-07-2019, Amount Rs: 70,021/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 852911795 on 17-07-2019, Head of Account 0030-02-103-003-02



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

On 23-07-2019

**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 5,000/-  
Description of Stamp

1. Stamp: Type: Impressed, Serial no 033680, Amount: Rs.5,000/-, Date of Purchase: 17/07/2019, Vendor name: Soumitra Chanda



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2019, Page from 167076 to 167131

being No 190303646 for the year 2019.



Digitally signed by PROBIR KUMAR  
GOLDER  
Date: 2019.08.19 17:22:24 +05:30  
Reason: Digital Signing of Deed.

*Handwritten signature of Probir Kumar Golder*

(Probir Kumar Golder) 8/19/2019 5:22:00 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - III KOLKATA  
West Bengal.

(This document is digitally signed.)

033680

Sl. No. .... Date .....  
Name .....  
Add .....  
AMT ..... 5000K

17 JUL 2019

BHUPENDRA GUPTA  
ADVOCATE  
CALCUTTA HIGH COURT



SOUMITRA CHANDA  
Licensed Stamp Vendor  
8/2, K. S. Roy Road, Kol-1



*[Handwritten signature]*

Additional Registrar of  
Assurances III Kolkata

19 JUL 2019

*[Handwritten signature]*  
Advocate  
High Court at Calcutta  
ENROL NO - WB/98/2001



*[Handwritten signature]*

Additional Registrar of  
Assurances, Kolkata

**19 JUL 2019**