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DEVELOPMENT AGREEMENT

THIS AGREEMENT made this *29th* day of July (2022) Two Thousand and Twenty-Two

BETWEEN

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29/7/22

District Sub-Registrar-V
Registrar U/S T (2) of
Act No. 24 of 1908
Alipore, South 24 Parganas

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1 **PARTIES:**

1.1 **OWNER:**

- 1.1.1 (1) **REHAN JAVED (PAN ACSPJ7133K, Aadhaar No. 9231 2925 2682) and (2) IRFAN JAVED (PAN ACSPJ7131M, Aadhaar No. 3072 6088 5058)** both sons of Javed Akhter residing at 13/2C Palm Avenue, Post Office - Ballygunge, Police Station - Karaya, Kolkata 700019 hereinafter referred to as "the **OWNERS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective heirs executors administrators legal representatives and/or assign) of the **ONE PART; AND**

1.2 **DEVELOPER:**

- 1.2.1 **ATK STONEWORKS LLP (having LLPIN ABA-7406 and PAN ABXFA7166P)** a Limited Liability Partnership within the meaning of the Limited Liability Partnership Act, 2008 having its Registered Office at 63, Rafi Ahmad Kidwai Road, Post Office – Taltola, Police Station – Taltola, Kolkata- 700016, represented by its Designated Partner **SYED ABRAR IMAM** son of Syed Mohammed Nemet Imam residing at 72, Tiljala Road, BL-V, Flat No. 4A, Gobinda Khatick Road, Kolkata 700046, Police Station - Tiljala, Post Office - Gobinda Khatick Road (**having PAN-AAHPI8261L, Aadhaar No. 6744 0235 7855**) hereinafter referred to as "the **DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-interest and/or assigns) of the **OTHER PART;**

SECTION-I # DEFINITIONS:

- 1 **DEFINITIONS:** Unless in this Agreement there be something contrary or repugnant to the subject or context:-

- 1.1.1 "**Parties**" shall mean collectively the Owner and the Developer and "Party" means either the Owner or the Developer, as according to the context may be applicable.
- 1.1.2 "**Agreed Ratio**" shall mean the ratio of sharing or distribution in Realizations and several other matters referred to herein between the Owner and the Developer which shall be 50% (fifty percent) of the Owners and 50% (fifty percent) of the Developer.
- 1.1.3 "**Agreement**" shall mean this Agreement along with all annexures and schedules attached hereto and all instruments supplemental to or in amendment or furtherance of this Agreement, entered into by both the parties hereto in writing, in accordance with the terms contained herein;

- 1.1.4 **"Applicable Laws"** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, codes, guidelines, directions, judgments, decrees by any Governmental Body or Authority or local authority or judicial authority or statutory authority having jurisdiction, whether in effect on the date of this Agreement or thereafter.
- 1.1.5 **"Approvals"** shall mean and include any approvals, authorizations, permissions, no objection certificates, clearances, permits, sanctions, licenses, etc., in any form, whatsoever, including all renewals, revalidations, rectifications, revisions thereof and irrespective of its nomenclature which may be required under any Applicable Law from any Government Authority for sanction of Plans, construction, development, Ownership, management, operation, implementation and completion of the Building, including any Completion Certificate and any Occupancy Certificate;
- 1.1.6 **"Architect"** shall mean such person or persons and/or firm or firms who may be appointed by the Developer in consultation with the Owners from time to time at the Developer's own costs for preparation drawing and designing of the Plans and planning and supervision of the construction of the Building at the Project Land and for all other matters which are connected therewith and/or incidental thereto;
- 1.1.7 **"Building Complex"** shall mean the New Building(s) to be constructed at portion(s) of the Project Land along with the relevant Common Areas and Installations and wherever the context so permits or intends include the Project Land.
- 1.1.8 **"Building Plans"** shall mean the plan for construction of the New Buildings to be caused to be sanctioned by the Developer in the name of the Owners from the Kolkata Municipal Corporation and include all modifications and/or alterations as may be made thereto as also all extensions and/or renewals thereof.
- 1.1.9 **"Common Areas and Installations"** shall mean the areas, installations and facilities at or for the Building Complex as mentioned in the **SECOND SCHEDULE** hereto and the same shall be subject to modifications and alterations that may be made by the Developer but in no event the same shall be reduced than what is provided in the Second Schedule without the written consent of the Owners which shall not be unreasonably withheld.
- 1.1.10 **"Common Purposes"** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the Transferees thereof; collection and disbursement of the Common Expenses; the purpose of regulating mutual rights,

obligations and liabilities of the Transferees thereof; and dealing with all matters of common interest of the Transferees thereof.

- 1.1.11 "Completion of Construction"** in respect of any of the New Building or part thereof shall mean the compliance of requirements mentioned in clause 8.22 hereto.
- 1.1.12 "Developer's Realization Share"** shall mean and include **50% (fifty percent)** of the Realizations to belong to the Developer.
- 1.1.13 "Developer's Allocation"** shall mean and include the Developer's Realization Share and portions and shares of the Developer in any unsold areas as per clause 11 below and all other properties and rights of the Developer in the Project in terms hereof or in pursuance hereof.
- 1.1.14 "Encumbrances"** shall include mortgages, charges, security interest, liens, lispendens, attachments, leases, tenancies, thika tenancies, occupancy rights, uses, bankruptcy, insolvency, claims, demands, forfeitures and liabilities whatsoever or howsoever.
- 1.1.15 "Extras and Deposits"** shall mean the amounts mentioned in **FOURTH SCHEDULE** hereto subject to any variations as per Clause 10.5 hereto.
- 1.1.16 "New Building"** shall mean the one or more buildings and/or other structures that may be constructed by the Developer from time to time at the Project Land or portions thereof.
- 1.1.17 "Owner's Realization Share"** shall mean and include **50% (fifty percent)** of the Realizations to belong to the Owners.
- 1.1.18 "Owners Allocation"** shall mean and include the Owners Realization Share and portions and shares of the Owners in the unsold areas as per clause 11 hereto and all other properties and rights of the Owners in the Project in terms hereof or in pursuance hereof.
- 1.1.19 "Owners Named Representative"** shall, unless changed by an intimation in writing given to the Developer hereafter in terms of Clause 13.1.6, mean Irfan Javed.
- 1.1.20 "Parking Spaces"** shall mean the spaces at the Building Complex including at covered space, open area or under a shade at the open area or mechanized multilevel systems for parking of motor cars and/or two-wheelers.
- 1.1.21 "Pass Through Charges"** shall mean the Goods and Service Tax or any substitutes, additions or alterations thereof and any other impositions, levies or taxes (other than Income Tax) on the Transfer in favour of the Transferees.

- 1.1.22 "Project Land"** shall mean the pieces or parcels of Land admeasuring 68 Cottahs 1 Chittacks more or less with all existing rooms, structures, appendages and appurtenances situate lying at and being Premises No. 113C Matheswartala Road, Police Station Pragati Maidan (formerly Tiljala), Kolkata- 700046, morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written;
- 1.1.23 "Project"** shall mean and include (a) development of Building Complex at the Project Land in accordance with Building Plan, (b) Transfer of the Transferable Areas to the Transferees and the collection of the Realizations from the Transferees and distribution of the same amongst the parties, (c) division of unsold residual areas, if any remaining, and (d) administration of Common Purposes until handing over to the Association, all as per the terms and conditions hereof.
- 1.1.24 "Proportionate" or "Proportionately" or "Proportionate Share"** insofar as the matters of Units and/or Transferees and/or the Common Purposes are concerned, shall mean the proportion in which the total built-up area of any Unit may bear to the total built-up area of all the Units in the Building Complex,
- 1.1.25 "Real Estate Laws"** shall mean West Bengal Housing Industry Regulation Act, 2017 and include the amendments and substitutes thereof and also all rules, regulations and byelaws in respect thereof.
- 1.1.26 "Realization"** shall mean and include the sale proceeds, booking amounts, advances and other incomings received against Transfer of or otherwise in respect of the Units, Parking Spaces, other Transferable Areas and from transfer of any appurtenant rights/privileges at the Project Land from time to time including the price/consideration, transfer/nomination acceptance charges, premium, salami, rent, advance rent, prime location charges, floor rise charges or any such charges if so charged from any Transferee, interest/compensation if any received by the Developer from Transferees on any delayed payment or otherwise (other than those arising from delayed payment of Pass Through Charges and Extras and Deposits), any amount received from Transferees as compensation on cancellation of an Agreement for Sale and any other amounts on any account received; but shall not include any amounts received on account of (a) Pass Through Charges and (b) Extras and Deposits contemplated in clause 10.5 hereto.
- 1.1.27 "Shares in land"** shall mean the proportionate undivided share in the land of whole or part of the Project Land attributable to any Unit.
- 1.1.28 "Transfer"** with its grammatical variations shall include transfers primarily by sale but with possibility of leases and otherwise as decided by the

Developer Provided That in case of the Developer deciding to adopt leases or modes of transfer other than sale in respect of Units, then the Developer shall obtain the written consent of the Owners Named Representative.

- 1.1.29 "Transferable Areas"** shall mean the Units, Parking Spaces, other constructed spaces, private/reserved terraces/roofs with or without any facilities and all other areas at the Building Complex and Project Land capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include any right, benefit or privilege at the Building Complex and the Project Land capable of being commercially exploited and wherever the context so permits shall include the Shares in land.
- 1.1.30 "Transferees"** shall mean the persons to whom any Transferable Areas in the Project is Transferred or agreed to be transferred.
- 1.1.31 "Units"** shall mean the independent and self-contained residential flats and/or apartments, non-residential office spaces, commercial units, showrooms, shops and other constructed spaces capable of being exclusively held used or occupied by person/s.
- 1.2** The paragraph headings herein shall not form part of this Agreement and the same have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation of any of the terms or provisions of these presents.
- 1.3** 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.
- 1.4** Where any notice, consent, approval, permission or certificate is required to be given by any party to this Agreement such notice, consent, approval, permission or certificate must (except where otherwise expressly specified), be in writing.
- 1.5 INTERPRETATION:**
- 1.5.1** Reference to any clause shall mean such clause of this Agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this Agreement and include any parts of such Schedule.
- 1.5.2** Headings, Clause Titles, Capitalized expressions and bold expressions are given for convenience only.
- 1.5.3** Reference to the word "include" shall be construed without limitation;

1.5.4 The Schedules/Annexure and recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to be a breach of this Agreement;

1.5.5 Reference to a document, instrument or agreement (including, without limitation, this Agreement) is a reference to any such document, instrument or agreement as modified, amended, varied, supplemented or novated from time to time in accordance with the provisions.

SECTION-II # RECITALS AND REPRESENTATIONS:

2 RECITALS/REPRESENTATIONS:

2.1 RECITALS:

2.1.1 The Owners are the sole and absolute Owners and in 'khas' vacant peaceful possession of the Project Land.

2.1.2 Pursuant to discussions between the parties and the representations as hereinafter contained, the Owners and the Developer have agreed to enter into this Agreement whereby the Developer has upon being conferred by the Owners the right to do so, agreed to carry out the Project subject to terms herein contained and certain other acts, deeds and things pertaining to the Project as contained hereinafter and be entitled to the Developer's Allocation and the Owners have agreed to Transfer the proportionate Shares in Land attributable to the concerned Units to the Transferees thereof upon Completion of Construction thereof and to carry out certain other acts, deeds and things pertaining to the Project Land and be entitled to the Owners' Allocation on the terms and conditions hereinafter contained.

2.2 REPRESENTATIONS:

2.2.1 REPRESENTATIONS OF OWNER : The Owner made the following several representations and assurances to the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:

- (i) That the Owners are the sole and absolute Owners of the Project Land with good marketable title. The facts about the Owners deriving title to the Project Land are contained in the **FIFTH SCHEDULE** hereto and the same are all true and correct and all the documents and deeds connected with Project Land as per list separately signed by the parties have been disclosed to the Developer and the Developer is aware about the same.
- (ii) That the Project Land is free from all Encumbrances whatsoever or howsoever created or suffered by the Owners.

- (iii) That the Owners are in khas vacant and peaceful possession of the Project Land and the same has been duly secured by boundary walls on all sides.
- (iv) That the Owners have caused its name to be mutated in the records of the Kolkata Municipal Corporation in respect of the Project Land.
- (v) To the best of the knowledge there is no injunction, status quo, impediment, obstruction, restriction or prohibition in the Owners entering upon this Agreement and/or in the development and transfer of the Project Land nor is there any notice or proceeding affecting the same.
- (vi) To the best of the knowledge there is no notice of acquisition or requisition or alignment received or pending in respect of the Project Land or any part thereof and the Project Land or any part thereof does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976.
- (vii) To the best of the knowledge the Project Land or any part thereof has not been attached or forfeited and/or is liable to be attached or forfeited under any laws or order or decree of any authority or Court of Law or due to Income Tax, Foreign Exchange, Money Laundering or any other Statutory Dues or Public Demand and there is no notice or proceeding against the Owners in connection therewith.
- (viii) That all the original documents of title (list separately signed by the parties) in respect of the Project Land are in the custody of the Owners and the same have not been deposited with anyone nor seized by any authority nor used as security or collateral security or bond or otherwise in respect of any activity or transaction whatsoever.
- (ix) That there is no pending agreement or contract with any other person in connection with the Project Land or any part thereof or its development/sale/transfer nor have executed any power of attorney in favour of any person nor have otherwise dealt with the Project Land or any part thereof prior to execution of this Agreement.
- (x) That the Owners is not aware of any legal proceedings filed or pending by or against the Owners and/or its Directors in respect of the Project Land nor have the Owners and/or its Directors have extended any security and/or guarantee which are likely to affect the Project Land in any manner whatsoever.
- (xi) That there is no notice or proceeding of winding up or bankruptcy or insolvency proceedings or under the Securitization and Reconstruction

of Financial Assets and Enforcement of Security Interest Act, 2002 or the Companies Act or Bankruptcy & Insolvency Code or before the Debts Recovery Tribunal or before any Court or Tribunal filed or pending against the Owners.

(xii) That there is no water body, kal, karkhana, factory at the Subject Property or any part thereof.

(xiii) That subject to the terms hereof, there is no difficulty in the compliance of the obligations of the Owners hereunder.

2.2.2 REPRESENTATIONS OF DEVELOPER: The Developer has represented, assured and warranted the Owners for the purpose of entering upon this Agreement and the transaction envisaged herein, inter alia, as follows:-

- (i) The Developer has inspected the said Project Land and all the title deeds and documents connected therewith provided to it by the Owners and is satisfied about the possibility of development of the same into the Building Complex.
- (ii) The Developer is carrying on the business of construction and development of real estate and has infrastructure, expertise and resources in this field and has adequate finance to successfully complete the Project.
- (iii) The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist. There is no impediment, obstruction, restriction or prohibition in the Developer entering upon this agreement and/or in agreeing to develop the Said Project Land in terms hereof.
- (iv) Subject to the terms hereof, there is no difficulty in compliance of the obligations of the Developer hereunder.

2.3 The parties are now entering upon this Agreement to put into writing all the terms and conditions agreed between them in connection with the Project and the respective rights and obligations of the parties in respect of the same as hereinafter contained.

SECTION-III # WITNESSETH:

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

3 AGREEMENT AND CONSIDERATION:

- 3.1 The Owners hereby grant to the Developer exclusive rights, interest and authority in respect of the Project Land to develop the same by constructing the Building Complex thereon and to Transfer the Transferable Areas therein in the manner hereinstated and to be entitled to share the Realizations amongst the Owners and the Developer on the terms and conditions hereinafter contained. It is clarified that the Owners shall receive their share of the Realizations as consideration for Transfer of the proportionate share in the land to the Transferees.
- 3.2 With effect from the date hereof and as long the Developer fulfils its obligations, the Developer shall have the sole and exclusive rights, authorities and entitlements to (a) develop and construct or cause to be constructed the Building Complex at the Project Land and (b) administer the Project in the manner and until the period as morefully contained herein and (c) Transfer the Transferable Areas in the manner hereinstated and (d) the Developer' Allocation and (e) all other properties benefits and rights of the Developer hereunder **And** the Owners shall be entitled (a) to the Owner's Allocation and (b) all other properties benefits and rights of the Owners hereunder on and subject to the terms and conditions hereinafter contained.
- 3.3 The Building Complex shall be constructed or caused to be constructed by the Developer at its own costs and expenses. The Owners hereby agree to sell and transfer the shares in land attributable to the Transferable Areas in favour of the concerned Transferees and the consideration for the same shall be the Owners Realization Share. It is clarified that the Transfer of the proportionate share in the land shall be completed upon construction of the Transferable Areas or at such other time as the parties hereto may by mutual consent agree and the consideration for the same and any other right, title or interest thereunder transferred by the Owners shall be the Realization forming part of the Owners' Realization Share.
- 3.4 Upon Completion of Construction, the Transferable Areas then remaining as not Transferred or agreed to be transferred, such residual areas may be allocated to the parties respectively and to be held by the respective allottees thereof as morefully provided for in Clause 11 hereto.
- 3.5 The agreement and the rights of the Developer cannot be revoked and shall be and remain valid, and subsisting at all times and cannot be unilaterally cancelled by the Owners except only in accordance with any specific terms and conditions mentioned herein.

4 LAND RELATED OBLIGATIONS OF OWNER :

- 4.1 **ATTRIBUTES REQUIRED FOR SAID LAND:** The Owners shall be responsible to cause and ensure the availability of the Project Land towards the development and Transfer in terms hereof. The Owners shall comply with and meet the following criteria and requirements:

- 4.2 Marketable Title:** To maintain the title of the Owners to the said premises and not to create any encumbrances, mortgages, charges, liens, lispendens, attachments, leases, tenancies, occupancy rights, uses, debutters, trusts, claims and liabilities whatsoever on the said premises hereafter save in terms hereof and save as regards monetization of the Owners Share. Any objection or claim of any person in respect of the title of the Owners in respect Project Land shall be dealt with and settled and cleared by the Owners at its own cost. The Owner agrees to answer and comply with all Requisitions on title that may be raised from time to time by any Transferee which the Developer cannot satisfy.
- 4.3 Boundary Wall and Direct Access:** The Project Land is secured by boundary walls with proper entry/exit gates. The Owners shall, if required, repair the boundary walls wherever damaged.
- 4.4 Mutation:** The Owners have caused to be mutated its name in the records of the Kolkata Municipal Corporation in respect of the Project Land.
- 4.5 Error/Defect:** In case any errors, defects, discrepancies, omissions, inconsistencies and/or mis-description in mutation or amalgamation or in any other recording is detected in the records of the said Kolkata Municipal Corporation, B.L.& L.R.O. or any other Appropriate Authorities including as regards the area of land and/or the nature of recorded use for the purpose of development envisaged herein or otherwise, the parties shall jointly cause the same to be incorporated/corrected with mutual consent and co-operation at their joint cost. The time taken for the same shall be added to the time stipulations of the Developer as contained in clause 8.19 herein below.
- 4.6 Municipal and Statutory Dues:** The Owners shall at its own costs and expenses, bear and pay the municipal and all other rates taxes land revenue and other dues and outgoings in respect of the Project Land till the date of execution of this Agreement including all expenses on account of general revaluation relating to period prior to the date of execution of this Agreement.

5 TITLE DEEDS & OTHER DOCUMENTS:

- 5.1** Simultaneously with the execution of this Agreement, all original documents of title forming part of the chain of title relating to the Project Land, as per mutually agreed list ("Title Deeds") shall be kept in the joint locker to be operated jointly by one representative of the Owners and one representative of the Developer.
- 5.2** Both the Developer and the Owners, individually and severally, shall be entitled to take and/or conduct inspection of the Title Deeds or provide production thereof before Appropriate Authorities, banks, etc. after giving prior notice in writing to the other Party with the reasoning of its requirement for the same.

- 5.3 Upon every request of the Developer and/or the Owners from time to time made, the parties shall jointly provide inspection and production of the original title deeds to Owners and/or the Developer and/or any Appropriate Authority and/or Transferees and also provide copies or extracts therefrom. The expression "Financers" used in this agreement shall mean banks or financial institutions only who may be providing loans/ advances / finances to the Transferees.
- 5.4 The Developer shall be entitled from time to time and at all times for inspection of the original title deeds to any Financers and to return the same to the Joint Locker upon inspection of the same.
- 5.5 Upon Completion of Construction of the Project, the original Title Deeds shall be handed over to the Association in the manner if required under the Real Estate Laws.

6 ENTRY :

- 6.1 With effect from the date of execution of this Agreement, the Developer shall have the full free and unfettered right to enter upon the Project Land for the purpose of survey, soil testing, planning and preparation of plans, inspection and other initial works pertaining to the proposed development.
- 6.2 With effect from the date of sanction of Building Plans, the Developer shall have the full, free and unfettered right to enter upon the Project Land and carry out all development activities and to keep the same secured by appointing its security personnel.
- 6.3 It is hereby expressly agreed by and between the parties hereto that the possession of the Project Land shall not be given or intended to be given to the Developer under any circumstances whatsoever including in part performance as contemplated by Section 53A of the Transfer of Property Act 1882 read with Section 2(47)(v) of the Income Tax Act 1961. The possession, juridical or otherwise, of the Project Land shall remain vested in the Owners until such time the Completion of Construction of the Building Complex and thereafter such possession shall be jointly held by the Owners and Developer save the areas delivered to the Transferees or those that may be separately allocated amongst the parties.

7 PLANNING OF THE PROJECT:

- 7.1 **PLANNING:** The planning and layout for the development of the Project Land including, inter alia, the decision on one or more Building Complex and the size and height each thereof, the design, concept and layout of the Building Complex and also of landscaping, plantation, walkways, driveways at the Project Land, the number and area and type of use of Units and other Transferable Areas in one or more New Buildings and other portions of the Project Land with sharing of all/any

facilities/infrastructure shall be done by the Developer with the approval of the Owners.

- 7.2 SURVEY AND SOIL TESTING:** The Developer shall at its own costs and expenses carry out necessary survey and soil testing and other preparatory works in respect of the Project Land.
- 7.3 BUILDING PLANS:**
- 7.3.1 PREPARATION AND APPROVAL:** The Developer shall cause to be prepared the proposed Building plans and send a copy of the Building Plans to the Owners. The Owners shall within 15 days of receiving the proposed plans offer their suggestions, if any, thereon to the Developer which shall be considered by the Developer and shall finally leave the same for the consideration of the Architect whose decision on the same shall be final but in doing so, the Developer shall ensure that the maximum F.A.R and Sanctionable areas as per the prevalent building rules are available for construction at the said Premises. The Developer shall, subject to force majeure and subject to their being no delay or default in compliance of the relevant obligations of the Owners contained herein, within 9 (Nine) Months with a further grace period of 3 months, from the date of execution of this Agreement apply for and obtain sanction of the Building Plans from the Kolkata Municipal Corporation in respect of the New Buildings. Soon after sanction of the Building Plans, the Developer shall forward copies of the sanctioned Building Plans to the Owner.
- 7.3.2 MODIFICATIONS AND ALTERATIONS:** The Developer shall be entitled from time to time to cause modifications and alterations to the sanctioned plans or revised sanctioned plans in such manner and to such extent as the Developer may deem fit and proper **Provided That** in case due to any such modification or alteration the total aggregate carpet area of all Units or of the Common Areas and Installations or the number of car parking spaces sanctioned gets reduced, the Developer shall obtain the consent of the Owners Named Representative in respect thereof, which consent shall not be unreasonably withheld.
- 7.3.3 METRO F.A.R.:** The Developer shall be obliged to apply for additional F.A.R. on account of Metro Corridor and include the same in the planning and preparation of Building Plans. The entire additional Metro Fees payable to Kolkata Municipal Corporation attributable to such sanction of additional FAR on account of Metro Corridor shall be borne and paid by the Developer and the Owners equally. The construction cost and all other costs attributable to such additional FAR shall be borne by the Developer, however the Owners shall reimburse the cost of construction @ 2700 per square for 50% of such additional FAR. Once sanctioned, the additional FAR shall automatically form part of the Building Complex and the Project.

- 7.4 APPROVALS FOR SANCTION AND DEVELOPMENT:** The Developer at its own cost, shall in its own name or in the names of the Owners apply for and obtain all permissions, clearances, no objection certificates and other approvals required for sanction of the Building Plans and carrying out the development at the Project Land, including those required from Pollution Control Authority, Airport Authority, Fire Service Authorities, Police Authorities, Municipal Authorities any other Statutory Authorities and shall be entitled to gift portions of the Project Land to Kolkata Municipal Corporation in connection with sanction of plans. Copies of Clearances shall be forwarded by the Developer to the Owners within 15 days of being required by the Owners. The Developer shall also obtain necessary full Completion Certificate in respect of the New Building from the Kolkata Municipal Corporation and may prior thereto obtain partial completion certificates from time to time in respect of portions thereof.
- 7.5 SIGNATURE AND SUBMISSION:** The Owners shall sign, execute, submit and deliver all applications, undertakings, declarations, affidavits, plans, gift deeds to Kolkata Municipal Corporation, boundary declarations, undertakings, letters and other documents and do all acts-deeds and things as may be required by the Developer in connection with the application and/or obtaining the sanction of the Building Plans and for obtaining any sanctions and/or approvals required to be obtained by the Developer and/or for commencing or carrying out the Development at the Project Land and for obtaining any utilities and permissions thereat at the cost of the Developer and subject to there being no liabilities being cast on the Owners.
- 8. CONSTRUCTION OF THE PROJECT:**
- 8.1 DEMOLITION:** After sanction of the Building Plans, the Developer shall be entitled from time to time to demolish all existing buildings and structures at the Project Land as per its planning and requirement. The Developer shall continue usage of the existing constructions or such parts thereof as may be required for its project office, storage, administration, security and other related purposes. As and when the Developer demolish any existing buildings and structures the net surplus/deficit realized/payable from the disposal of the debris etc., shall be shared by the parties equally.
- 8.2 GOOD CONSTRUCTION:** The Developer shall construct erect and carry out the development at the Project Land or cause the same in a good and workman like manner with good quality of materials with the specifications mutually agreed and accepted between the parties and mentioned in the **THIRD SCHEDULE** hereto (or equivalent substitutes in quality/value thereof) and upon due compliance of the Building Plans and laws affecting the same and without creating any financial or other liability on the Owners. The Developer shall have the sole and complete rights and obligations in respect of all aspects of development and construction subject to the terms hereof. The Owners shall not be responsible for any accident or

mishap at the project site during construction and the Developer shall keep the Owners indemnified for any loss costs and consequences if suffered by the Owners due to such accident or mishap.

- 8.3 REAL ESTATE LAWS:** The Developer shall comply with all necessary requirements under the Real Estate Laws and required to be complied with by a Developer of a building. The Owners shall co-operate and assist the Developer in respect thereof and shall also comply with all necessary requirements under the Real Estate Laws required to be complied with by a landowner and/or as and being the Owners hereunder, at the cost of the Developer.
- 8.4 TEAM:** The entire team of people required for the execution of the Project shall be such person as may be selected and appointed by the Developer in its sole discretion. The Architect for the Building Complex shall be selected by the Developer in consultation with the Owners. All persons employed by the Developer for the purpose of construction such as architects, contractors, labourers, caretakers etc., shall be the persons under the appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc. or their acts in any manner whatsoever and shall have no responsibility towards the architect and/or contractors labourers caretaker etc. or for the compliance of the provisions of labour laws, payment of wages, payment of P.F., E.S.I. etc., maintenance of records of labourers etc. and all the responsibilities in this regard shall be that of the Developer and the Owners shall be kept protected and harmless against any action, if taken against the Owners for non-compliance or violation of the said requirements.
- 8.5** The construction of the Building Complex shall be caused to be completed by the Developer in all respects including Common Areas, Installations and Facilities and essential services including drainage/sewerage, water and electricity connections and electrification of such Common Areas, Installations and Facilities.
- 8.6** The Developer shall also be entitled for itself and on behalf of the Owners, as the case may be, to handle, deal with and/or to look after all matters, disputes, litigations, cases, issues that may arise out of the activities of the Developer while developing the Said Project Land and construction of the Building Complex thereat, at its own cost and expenses, as also those arising with the Intending Transferees; if any owing to such activities.
- 8.7** The Developer will not, at any cost, burden the Owners with any payments and outgoings to be made by the Developer as a result of any litigation and/or dispute arising out of the activities of the Developer while carrying out its obligations.
- 8.8** During the period of construction of the Building Complex, the Owners may, without interfering or obstructing any work at site, undertake periodical inspection of the Building Complex, assisted by an Engineer, if felt necessary.

Suggestions/observations, if made on such inspection, shall be communicated to the Developer, who shall discuss the same with the Architect and implement, if feasible.

- 8.9** The Developer shall abide by all laws, by-laws, rules and regulations of the appropriate Government and local bodies relating to development of the Said Project Land and to be observed by it under this Agreement and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, by-laws, rules and regulations.
- 8.10** The Developer shall keep the Building Complex fully and comprehensively insured as per the requirement of laws applicable.
- 8.11** In case there are any obligation for post completion defect or deficiency in the construction and completion of the Building Complex under the Real Estate Laws, the same shall be complied with by the Developer at its own costs and expenses.
- 8.12 UTILITIES:** The Developer shall at its own costs and expenses be entitled to utilize the existing available and/or modify or alter or apply for and obtain new connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities (whether temporary or permanent) from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the proposed Project.
- 8.13 COMMON AREAS AND INSTALLATIONS:** The Developer shall identify the Common Areas and Installations in the Project Land meant jointly or individually for the Building Complex and/or the Project Land as a whole and also for all or some of the Transferees and/or Transferable Areas. The Developer shall be entitled to:-
- 8.13.1** Allow or permit only provisional and/or partial use of any of the Common Areas and Installations until completion of construction of the Project or until such earlier time as the Developer may deem fit and proper;
- 8.13.2** Provide for separate entrances and other Common Areas and Installations for different groups of Transferees
- 8.14 AREAS:** The carpet area shall be as per applicable Real Estate Laws and shall be provided by the Developer and the built-up and super built-up area (if any) in respect of all the Units and other Transferable Areas in the Project shall be such as be determined by the Developer.
- 8.15 MANAGEMENT, CONTROL & AUTHORITY:** With effect from the date of execution of this Agreement, the Developer shall have exclusive and unobstructed right to administer the Project till formation of the Association or such earlier time

as the Developer may desire subject to the terms hereof. The Owners hereby agree and confirm that the Developer shall have all the authority to carry out the planning and development of the Project including the following:-

- 8.15.1 To set up site office, put up the hoardings/boards, bring out brochures and commence the preparatory works for Transfer of the proposed Project at the Developer's cost.
 - 8.15.2 To display the board/hoardings of its group companies and the Owners at the Project Land and the Building Complex.
 - 8.15.3 To apply for and obtain all permissions, approvals and clearances from any Appropriate Authority for all or any of the purposes connected with the planning or development or Transfer of the Building Complex from the Government or any other person.
 - 8.15.4 To represent the Owners before all Appropriate Authorities and Government and also all electricity, water, drainage, sewerage, technology driven and other service providers.
 - 8.15.5 To pay various fees, costs and charges to the concerned authorities as may be necessary for the purpose of carrying out the development work on the Project Land and to claim refund of such deposits so paid and to give valid and effectual receipts in connection with the refund of such deposits in its own name or in the name of the Owners or in the joint names, as may be required.
 - 8.15.6 To obtain necessary partial and/or full Completion/Occupancy Certificate from the Kolkata Municipal Corporation.
- 8.16 The Owners shall have no obligation or liability in respect of the formation of Association.
 - 8.17 **NAME:** The name of the Project shall be such as the Developer and the Owners may mutually decide.
 - 8.18 **CO-OPERATION:** For all or any of the purposes contained hereinabove and required by the Developer, the Owners shall render all reasonable assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time promptly and without any delay, failing which the time periods for construction by the Developer shall stand extended by the periods of delay on the part of the Owners subject to such co-operation or assistance being required by the Developer in writing.

8.19 TIME & COSTS FOR PLANNING AND CONSTRUCTION:

8.19.1 TIME: Subject to the Owners not being in default in compliance of its obligations hereunder and subject to Force Majeure, the Developer shall :

8.19.2 Cause sanction of building plans to be sanctioned within 9 (nine) months with a further grace period of 3 months, from the date of execution of this agreement;

8.19.3 Cause the Completion of Construction of the Project as sanctioned within 48 (Forty Eight) months, from the date of sanction of Building Plans.

8.20 There shall be an extended period of 9(nine) months beyond the time stipulations mentioned above. Provided that the total grace period for sanction under clause 8.19.2 above and for completion of construction under clause 8.19.3 shall not cumulatively exceed 9 months in aggregate.

8.21 In addition to the above it is expressly agreed and provided that in case of there being any dispute or litigation or claim pertaining to the Ownership or title of the Project Land , then until resolution of such dispute or litigation or claim, the time for compliance of its obligations by the Developer shall not be counted and ipso facto stand added to the time granted to the Developer subject to a notice of such dispute or litigation pertaining to the Ownership or title of the Project Land, being served upon the Owners within 15 days of happening of such event .

8.22 COMPLETION OF CONSTRUCTION: The Developer shall be deemed to have constructed and completed any constructed area in the Building Complex if the Developer has obtained the Full Completion Certificate in respect thereof from the Appropriate Authority and provided reasonable ingress and egress and obtained temporary or permanent water, electricity and drainage connections at the Building Complex.

8.23 COSTS AND EXPENSES: All fees costs and charges payable for sanction, modification, alteration and/or revision of Building Plans and obtaining Approvals connected therewith and all costs of construction, completion and development of the Building Complex at the Project Land shall be borne and paid exclusively by the Developer.

8.24 ADDITIONAL/FURTHER CONSTRUCTION: Upon sanction of the Building Plans, the Developer shall, if so and as is thereafter possible/permissible to be caused to be sanctioned and constructed, be entitled (and not obliged) to apply for sanction of additional/further constructions (including any incremental parking space) beyond those sanctioned under the Building Plans and beyond those on account of Green Building/ Metro Corridor. In case such additional area is sanctioned, the same shall form part of the Transferable Areas. The sanction fee and cost of sanction of the same shall be borne and paid by the Owner and the

Developer in the Agreed Ratio and the costs of construction of this additional area shall be borne and paid by the Developer and the time taken due to Additional/further construction shall be added to the time stipulated for sanction and construction hereunder.

9. TRANSFER AND MANNER:

9.1 TRANSFER: The Transfer of all Transferable Areas in the Project (save as provided in Clause 11 hereto) shall be under the control and management of the Developer as per the terms hereof. The parties shall Transfer the Transferable Areas to the Transferees wherein the proportionate shares in the land attributable to the concerned Transferable Areas shall be Transferred or agreed to be Transferred by the Owners in the manner hereinafter provided and the constructed areas and all other rights, title or interest shall be Transferred or agreed to be so done by the Developer and the Owners collectively in the manner hereinafter provided.

9.2 MANNER OF TRANSFER: The parties agree to the following terms and conditions in respect of the Transfer:-

9.2.1 Rate and Price for Transfer: The minimum rates at which the Developer shall take booking for Transfer of any Unit, Parking Space and/or any Transferable Areas shall be such as finalized by the parties by mutual consent of the Developer and the Owners Named Representative in writing before the commencement of bookings in the Project and any downward revision of the same by the Developer shall require the prior written consent of the Owner's Named Representative which consent shall not be unreasonably withheld. After the sanction of the Building Plans the parties shall record in writing the said rates of booking finalized between them.

9.2.2 Publicity: The Developer shall have exclusive rights in respect of the advertisement and signages to be placed at the Project Land and the Building Complex. The Developer shall be entitled to advertise for Transfer of the Project in all media. The Developer shall negotiate and settle the costs and other terms with marketing and publicity agents and use its brands and logo in publicity materials and media. One brand and logo of the Owners that may be provided by the Owners shall be printed in the brochures and in all places including digital media where the logos of the Developer are placed in any signages of the Project which is displayed/appears.

9.3 Marketing Agents: The marketing of the Project shall be done by the Developer directly or through Marketing Agents, brokers, sub-brokers and other agents selected, appointed or discontinued by the Developer in consultation with the Owner.



- 9.2.4 Bookings and Allotments:** The Developer shall accept bookings and make allotments, in respect of any Unit, Parking Space or other Transferable Areas in favour of any Transferees and to cancel revoke or withdraw the same if the situation so warrants according to the Developer at the agreed rates and prices.
- 9.2.5 Signature to Agreements and Deeds:** The agreements and final Transfer deeds or deeds relating to Transfer of the Units, Parking Spaces and other Transferable Areas shall be executed by the authorized signatory of both the Owners and the Developer and the Developer may execute the Agreements on behalf of the Owners pursuant to clause __ hereto. The sale deeds shall be executed by both the Owners and the Developer in favour of any Transferee only upon receiving the entire consideration payable by such Transferee and permission to occupy the said Unit shall only be given to the Transferees after Completion Certificate being issued by KMC in respect of such areas.
- 9.2.6 Approval of drafts:** The draft format of such agreements and final Transfer deeds shall be sent by the Developer to the Owners Named Representative for their approval and the Owners shall approve the same within 2 weeks of receiving the draft subject to no liabilities being foisted upon the Owners beyond those contemplated herein.
- 9.2.7 Possession to Transferees:** The Developer shall deliver possession of the Transferable Areas (except unsold areas, if any, allocated to the Owners) directly to the Transferees thereof.
- 9.3 ADVOCATES:** All documents of transfer or otherwise shall be such as be drafted by Samyakk Attorneys, of 85A Sarat Bose Road, 3rd Floor, Kolkata-700026.
- 9.4 MARKETING AND BROKERAGE COSTS:** The marketing and publicity with related advertisements shall be done by the Developer. The parties have mutually fixed the cost of Marketing and Brokerage at a maximum sum equivalent to 4% (Four Percent) of the Realization to be jointly borne and paid by the Owner and the Developer in the Agreed Ratio and the Owner's share of such costs shall be adjusted from the Owner's share of the Realization. It being agreed any costs and expenses on account of Marketing and Brokerage over and above 4% (Four Percent) of the Realization shall be borne by the Developer. It being agreed that in respect of the allocated areas to the Owners, if any, the Owners shall only be liable to pay marketing cost @ 2% on the value as shall be mutually agreed between the parties.
- 9.5 INTEREST ETC. TO TRANSFEREES ETC.:** If any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Project, otherwise than due to delay or default on the part of the Developer or the Owner in

compliance of their respective obligations towards them in accordance with the agreements to be entered with the Transferees, the same shall be payable by the parties in the Agreed Ratio. In case any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Project, owing to delay or default on the part of the Owners, in compliance of its obligations towards them, in accordance with the agreements to be entered with the Transferees, the same shall be payable by the Owners exclusively. In case any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Project, owing to delay or default on the part of the Developer in compliance of its obligations towards them in accordance with the agreements to be entered with the Transferees, the same shall be payable by the Developer exclusively.

9.6 LOANS BY TRANSFEREES: The Transferees shall be entitled to take housing loans for the purpose of acquiring specific Units and Transferable Areas from banks, institutions and entities granting such loans. The Owners and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents etc. as be required in this regard by such banks, institutions and entities Provided That there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Project/Project Land except the Unit and appurtenances under Transfer and save those occasioned due to cancellation of the agreement with the Transferee.

9.7 FINANCE AND MORTGAGE:

That the Developer shall invest and arrange required finances for construction and Completion of the said Building Complex from its own resources

10. REALIZATIONS, EXTRAS AND DEPOSITS AND DISTRIBUTION AND SECURITY DEPOSIT:

10.1 The Owners shall be entitled to its share of the Realizations as per the Agreed Ratio and the Developer shall be entitled to (a) its share of the Realizations as per the Agreed Ratio and (b) the entirety of all Extras and Deposits.

10.2 MODUS OF DISTRIBUTION: The Developer shall be entitled to receive the Realizations (including booking amounts, earnest money, part payments and consideration), Pass Through Charges, Extras & Deposits and other amounts on any account receivable from the Transferees and other persons in respect of the Project. All Extras & Deposits shall be taken separately by the Developer in the name of the Developer alone. All Realizations and Pass Through Charges shall be deposited in a Specified Bank Account of the Developer operable by the authorized signatory of the Developer and the Owner's Named Representative. Amount permitted to be withdrawn from the said Specified Bank Account, as per Real Estate Laws, shall be transferred to another bank account of the Developer (**Special Bank Account**), under the joint signature of the Parties hereto, and the Balance

Amount shall be transferred to an Escrow Account as per RERA, under the Joint Signature of the Parties hereto. There shall be standing irrevocable instructions to the bank holding the Special Bank Account about transfer of the funds therein to the respective bank accounts of the Owners and the Developer, on a periodical basis as the Parties may mutually agree. Neither the joint signatory shall be changed nor shall instructions, given jointly, be changed without the prior written consent of the Owner. The transfer of the funds therein to the respective bank accounts of the Owner and the Developer, shall be in the following order:-

- 10.2.1 The entire Pass Through Charges shall be transferred to a specified bank account of the Developer for the Developer to comply with the formalities.
- 10.2.2 4% (four percent) of the total Realizations to be remitted to bank account of the Developer. This amount shall be towards the marketing and brokerage costs in terms of clause 9.4 hereto subject of subsequent accounting and settlement by and between the parties periodically.
 - 10.2.2.1 48% (forty eight percent) of the total Realizations to the bank account of the Owners subject to deduction of TDS, if any.
 - 10.2.3 48% (forty eight percent) of the total Realizations to the bank account of the Developer.
- 10.3 It is clarified that the distribution as per Clause Nos. 10.2 above shall be subject to the provisions of the laws for the time being in force including the Real Estate Laws. The bank account from which it is permitted under the Real Estate Laws to withdraw amounts shall be treated as Special Bank Account for the purpose of Clause 10.2 above.
- 10.4 The Developer shall every month submit the statements of the Special Bank account along with any other accounts as mutually agreed to the Owner to make the accounting transparent and the Owner shall be entitled to check, cross check and/or verify such statements.
- 10.5 **EXTRAS AND DEPOSITS:** All Extras and Deposits as per the **FOURTH SCHEDULE** hereto that may be agreed to be charged by the Developer directly from any Transferee shall be taken and deposited by the Developer separately in its separate bank accounts. The quantum of Extras and Deposits to be charged by the Developer shall be fixed mutually by the Developer and the Owners Named Representative. The residue remaining with the Developer on account of Deposits shall, upon formation of the Association in respect of the Project, be handed over to such Association by the Developer after adjusting the dues and arrears receivable by the Developer.

- 10.6 ACKNOWLEDGMENTS:** The Developer shall be and is hereby authorized to issue receipts on behalf of itself and the Owners for the amounts so received which shall fully bind both the Owners and the Developer.
- 10.7 ACCOUNTS:** The Developer shall maintain proper separate accounts pertaining to all the transactions relating to Transfer of the Project and the Extras, Deposits and other amounts received by the Developer in connection therewith.
- 10.8 MONTHLY REPORTS:** The Developer shall send to the Owners monthly reports pertaining to Transfer of Transferable Areas by the Developer and in respect of receipts & disbursements relating to the same. The Owner shall be entitled to check and verify the same.
- 10.9 ERRORS AND OMISSIONS:** All payments made by the parties to each other shall be subject to any errors or omissions and the consequent accounting and settlement when detected.
- 10.10 RECORDS AND INSPECTION:** The records of Transfer of the Project shall be kept at the place of business of the Developer. For the purpose of accounting and settlement, the parties shall make all necessary entries and adjustments in their respective books of accounts in respect of their respective shares arising from the Transfer of the Project.
- 10.11 FINAL ACCOUNTS:** After fulfillment of this Agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this Agreement shall be made and finalized by the parties.
- 10.12 ACCEPTANCE OF ACCOUNTS:** The accounts as on any given date shall be deemed to be final and accepted (save for any errors or omissions on the face of the record) if no objection from any party is received in respect thereon within **15 (fifteen) days** of receipt thereof by the Owner.
- 10.13 ADDITIONAL BANK ACCOUNTS:** In case the Developer so requires, one or more additional bank accounts may be opened in the same or any other bank for which the signatory on behalf of the Owners who shall be a joint signatory shall sign and submit necessary documents and provide all necessary co-operation.
- 10.14 FINALITY OF MODUS OF DISTRIBUTION:** The modus of distribution mentioned above shall not be challenged or disputed by the Owners or the Developer without the prior mutual written consent of the Developer and the Owners Named Representative and in case the same is required to be changed, the principles contained in **Clause 10.2** shall be implemented in any alternative modus mutually agreed to by and between the parties hereto.
- 10.15 OWNER' LIABILITIES TOWARDS EXTRAS AND DEPOSITS:** The Owners shall not be liable to make any contribution on account of Extras and Deposits in

respect of the Transferable Areas that are agreed to be sold/transferred in as much as the same would be collected from the Transferees thereof. The Owners shall however pay the Extras and Deposits in respect of unsold and/or separate areas identified and allocated to the Owners and payment for the same shall be made at the rates as shall be mutually agreed between the parties. On the date of Completion of Construction if there be unsold residual Units which remain unallocated, then the share of the Owners in the Extras and Deposits pertaining thereto shall be decided as per the Agreed Ratio. The maintenance charges if applicable for the unsold residual areas shall if required to be paid by the Owners and the Developer shall be done by them by mutual consent in writing and the Owners shall not be liable to pay the same for its share/portion unless the Developer is also liable to pay the same for its share/portion.

10.16 SECURITY DEPOSIT: The Developer shall pay to the Owner a sum of Rs. 5,00,00,000/- (Rupees Five crore only) as and by way of refundable security deposit as follows:

- (i) Rs.2,00,00,000/- (Rupees Two Crore) only at or before the execution hereof (the receipt whereof the Owners doth hereby as also by the receipt and memo hereunder written admit and acknowledge).
- (ii) Rs. 1,50,00,000/- (Rupees One Crore Fifty lakhs) within 6 months from the date of execution of this agreement and together with handing over possession.
- (iii) Rs. 1,50,00,000/- (Rupees One Crore Fifty lakhs) only upon receipt of the sanctioned plans in respect of the Project Land from the Kolkata Municipal Corporation and approval by banks/financial institution for home loan.

10.16.1 The Security Deposit shall ordinarily be interest free.

10.17 REFUND OF SECURITY DEPOSIT: The Owner shall refund the Security Deposit to the Developer as follows: The Owners shall refund the sum of Rs. 5,00,00,000/- (Rupees Five crore only) within 30 days of communication of receipt of Full Completion Certificate in respect of the New Building.

10.18 In case the Owners fails to refund the Security Deposit or any part thereof in the manner stated in clause 10.17 within 60 days hereto then the un-refunded amount shall bear interest @12% per annum for the period of delay.

11. UNSOLD AREAS, IF ANY, ON COMPLETION :

11.1 In case upon expiry of 6 (six) months from the date of Completion of Construction of the Building Complex, there be or remains unsold Transferable Areas (for which no agreement is entered with any Transferee), the parties may, upon notice in writing given by either party to the other requiring separate allocation and within

15 (fifteen) days of delivery of such notice, by mutual consent of the Developer and the Owners Named Representative divide and allocate separate areas out of such unsold areas (hereinafter referred to as "the Residual Areas") and the following terms and conditions shall apply in connection therewith:-

11.1.1 The Owners and the Developer would be allocated and be entitled to identified units or portions of the Residual Areas as per the Agreed Ratio.

11.1.2 The location of the respective identified areas of the parties comprised in the Residual Areas shall be identified on *paripassu* basis and the areas so identified for the Owners shall belong to the Owners together with the appurtenant Shares in Land and Common Areas and Installations and the areas so identified for the Developer shall belong to the Developer together with the appurtenant Shares in Land and Common Areas and Installations.

11.1.3 All other areas agreed to be transferred or transferred prior to separate identification shall continue to be transferred jointly by the Owners and the Developer on the relevant terms and conditions mentioned in this Agreement.

11.1.4 In case, while demarcating and identifying the respective allocations of the parties as aforesaid, it is found that the areas in any of the Transferable Areas cannot be allocated exactly, then the party receiving less area shall be paid by the party receiving more area a mutually agreed monetary compensation therefor based on valuation thereof at the relevant time.

11.1.5 The Developer shall subject to clause 10, above, deliver the identified separate Owner's Allocation to the Owners and retain the Developer's Allocation for its own use or the use of its Transferees thereof. Unless the Owners takes possession within **15 (fifteen) days** upon receiving the Notice from the Developer to take possession as aforesaid, they shall be deemed to have taken possession of such notified areas on expiry of such notice period of **15 (fifteen) days**.

11.1.6 The brokerage in respect of Transfer of the respective allocations of the parties as aforesaid shall be payable by the respective allottee parties.

11.2 Transfer of the Residual Areas: The Owners and the Developer shall be entitled to deal with and dispose of, their respective separately identified allocation forming part of the Residual Areas to such persons and at such price/consideration as they may respectively deem fit and proper **Provided However That:-**

11.2.1 After the identification of the allocation of the Owner in the Residual Areas, the Owners shall be entitled to execute Agreements for Sale and other deeds and documents in favour of the Transferees of the Residual Areas comprised in the Owners Allocation and if necessary, register the same. If requested by the

Owners, the Developer shall join as a party in such documents without claiming any additional consideration or money. The dealings of the Owners with regard to the Owners Allocation shall not in any manner fasten or create any additional financial or monetary liabilities upon the Developer.

- 11.2.2** The Developer shall not transfer or sale the commercial units on the ground and first floor without prior permission from the Owners. The Owners shall retain the first right of refusal for such transfer or sale of such commercial units. Where the Owners does not exercise the above right of pre-emption within 15 days from the date of receipt of offer then in that event Developer shall be at liberty to exercise its right of transfer of such commercial units.
- 11.2.3** The Owners do hereby accord his consent and authorization to the Developer to enter into the agreements and contracts with the prospective Transferees in respect of the Residual Areas comprised in the Developer's Allocations or any part thereof without making the Owners a party thereto. However, if so required by the Developer, the Owners shall, notwithstanding the consent and authorization above, and without claiming any consideration or money, join in as confirming party to all such agreements and contracts.
- 11.2.4** Neither party shall make any commitment or enter upon any term which is or may be repugnant to or contrary to those contained or otherwise affects or prejudices the scope of the respective rights and obligations of the parties hereto herein;
- 11.2.5** Neither party shall execute and register the sale deeds for completion of sale or transfer in respect of any part of the Building Complex till the Developer decides the same but not contrary to the other terms hereof;
- 11.2.6** Any transfer by any party shall be at its own respective risks and consequences;
- 11.2.7** The rate for transfer shall be decided by the parties by mutual consent at the time of allocation and both parties shall adhere to the same subject to 3% leverage.
- 11.2.8** The sale of the Units may be done on carpet or built-up or super built-up or other basis as the Owners and Developer may mutually from time to time decide for the entire or any part of the Building Complex.
- 11.2.9** Subject to the other provisions hereof all amounts and consideration receivable by the Developer under any agreements, contracts and deeds in respect of the Residual Areas comprised in the Developer's Allocation shall be to the account of and shall be received realised and appropriated by the Developer exclusively and the Owners shall have no concern therewith.

- 11.2.10** Subject to the other provisions hereof, all amounts and consideration receivable by the Owners under any agreements, contracts and deeds in respect of his portions of the Owners Allocation shall be received realised and appropriated by Owners exclusively and the Developer shall have no concern therewith.
- 11.2.11** The Owners shall cause to be paid by the intending Transferees of the Owners Allocation, the Extras and Deposits in favour of Developer.
- 11.2.12** The parties may appoint one or more common marketing agents to be decided by the parties mutually.
- 11.3** The Residual Areas (if any) that may be allocated to the parties respectively shall be held by the respective allottees thereof and any Transfer in respect thereof shall be governed by the provisions contained in Clause 11 hereto. It is however clarified that the consideration for the transfer of shares in land attributable to the Residual Areas of the Developer shall be the construction cost of the Residual Areas of the Owners.
- 11.4** Save as aforesaid all other terms and conditions of this Agreement shall apply *mutatis mutandis*.

12. COMMON PURPOSES AND MAINTENANCE IN-CHARGE:

- 12.1 COMMON PURPOSES:** Each of the Owners and the Developer and all Transferees of their respective allocations shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer and adopted for or relating to the Common Purposes of managing, maintaining, administering, up-keep and security of the Project and in particular the Common Areas and Installations in consultation with the Owners. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer of their respective allocations or any part thereof, the Owners and the Developer shall respectively necessarily incorporate all rules, regulations restrictions and conditions framed by the Developer in consultation with the Owner as aforesaid.
- 12.2 MAINTENANCE IN-CHARGE:** The Developer shall upon Completion of Construction of the Project form one or more Maintenance Company and/or Association for the Common Purposes and till then, the Developer or its nominee shall be in charge for the Common Purposes. It is expressly agreed and understood that so long as the Developer or its nominee be the Maintenance In-charge, the Owners and/or their nominees or transferees shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred. Further the Developer shall not be bound to continue with such responsibility of administration of the Common Purposes beyond **6 (six) months** from the Completion of Construction of the Building Complex but it being made clear that in no event the

Owners shall be made liable for maintenance and for violation any applicable law with regard to maintenance and/or handing over of the Project.

- 12.3** Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Developer shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions as the Developer may deem fit and proper in consultation with the Owners. All charges of such agencies and organizations shall be part of the Common Expenses.
- 12.4** Notwithstanding any formation of Association or handover of charge to it, neither the Association nor the members thereof or any Transferee shall be entitled to frame any rule or regulation or decide any condition which may affect any right or privilege of the parties hereto.

13. COVENANTS BY THE OWNERS :

- 13.1** The Owners doth hereby covenant with the Developer as follows:-

- 13.1.1** That with effect from the date of execution hereof, the Owners shall neither deal with, transfer, let out or create any Encumbrance in respect of the Project Land or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.
- 13.1.2** That the Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer.
- 13.1.3** That the Owners shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.
- 13.1.4** That the Owners shall not cause any interference or hindrance in the sanction/modification/addition/alteration of Building Plans in terms hereof, construction and development at the Project Land by the Developer and/or Transfer of the Developer's Allocation and not to do any act deed or thing whereby any right of the Developer hereunder may be affected.
- 13.1.5** That for all or any of the purposes contained in this Agreement, the Owners shall render all reasonable assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time.

13.1.6 The acts of the Owners Named Representative in all matters referred to herein shall bind the Owners. Mr. Irfan Javed, representative of the Owners may be changed by an instruction in writing given to the Developer.

13.2 COVENANTS BY THE DEVELOPER: The Developer doth hereby covenant with the Owners as follows:-

13.2.1 That the Developer doth hereby agree and covenant with the Owners not to do any act deed or thing whereby any right or obligation of the Owners hereunder may be affected or the Owners is prevented from making or proceeding with the compliance of the obligations of the Owner shereunder.

13.2.2 That the Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.

13.2.3 That the Developer is an LLP within the control and management of Mr. Azad Tanwir Kalim. Mr. Azad Tanwir Kalim as Designated Partner shall on behalf of the Developer, represent the Developer to the Owners till completion of the Building Complex and the Developer shall not permit change of such representation or any transfer of the existing ownership of Mr. Mr. Azad Tanwir Kalim and his family/entity to any person or entity other than those within or held by the family of Mr. Azad Tanwir Kalim and the stake of the group company of Mr. Mr. Azad Tanwir Kalim and family in the Developer LLP shall not be diluted or reduced under any circumstances till the completion of the Building Complex without prior approval in writing of the Owners. The approval as mentioned in this Clause if so required by the Developer may be refused at the sole discretion of the Owners.

13.2.4 That the Developer shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Owners Named Representative. However the obligations of the Developer hereunder shall not be affected thereby.

13.3 GST AND TDS ETC.:

13.3.1 The parties shall respectively discharge statutory compliances in respect of TDS (Tax Deducted at Source) or Income Tax related compliances as well as GST (Goods and Service Tax) in respect of their respective rights, benefits and obligations under or arising out of this Agreement. As for the Transferable Areas other than the Residual Areas, the Developer shall be solely responsible for the compliances of collection and deposit of GST. If

there be any statutory requirement which obliges the Owners to register or pay, then the Owners shall comply with same.

13.3.2 Save as paid or payable by the Transferees, the Owners will bear the Pass Through Charges or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force pertaining to the share (as per Agreed Ratio) of the Owners in unsold Units and other constructed areas on the date of issuance of Completion Certificate. Similarly, save as paid by the Transferees, the Developer will bear the Pass Through Charges or any other tax and imposition levied by the State Government, Central Government or any other authority or body or if so applicable under any law for the time being in force pertaining to the share of the Developer (as per Agreed Ratio) in unsold Units and other constructed areas on the date of issuance of Completion Certificate.

14. **FORCE MAJEURE:** Notwithstanding anything elsewhere to the contrary contained in this Agreement, neither of the parties hereto shall be considered to be in default in performance of their respective obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the Force Majeure and time for performance shall remain suspended during the duration of the Force Majeure. "**Force Majeure**" shall mean (a) Acts of God i.e. fire, draught, flood, earthquake, storm, lightning, pandemic, epidemics; (b) Explosions or accidents, air crashes; (c) Civil commotion, insurgency, war or enemy action or terrorist action; (d) Change in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by court of law, Arbitrator, Government which results in stoppage of work and is not due to the fault of party invoking Force Majeure;

If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure then such Party shall inform the other Party in writing there about (unless such notice is impossible to be given according to the nature of Force Majeure event) within 15 (Fifteen) days of the commencement of the event of Force Majeure specifying the nature and extent of the circumstances giving rise to the event/s of force majeure. Similar notice in writing shall also be given upon cessation of the Force Majeure event.

The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of force majeure shall use all reasonable endeavors, if possible, to bring the event of force majeure to a close.

15. POWERS OF ATTORNEY:

15.1 The Owners shall with the execution of this Agreement execute and/or register one or more Powers of Attorney in favour of the Developer and/or the Developer's nominated persons being namely Mr. Syed Abrar Imam granting all necessary powers and authorities required by the Developer to effectuate and implement this Agreement

15.2 If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned herein, the Owners shall grant the same to the Developer and/or its nominees at the latter's costs and expenses.

15.3 AUTHORITY AND ADDITIONAL POWERS: It is understood that to facilitate the Project, various acts deeds matters and things not herein specified may be required to be done by the Developer for which the Developer may need the authority of the Owners for making or signing of various applications and other documents relating to which specific provisions may not have been mentioned herein. The Owners hereby undertakes to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owners also undertakes to sign and execute all such additional applications and other documents as may be reasonably required as the case may be on the written request made by the Developer.

15.4 The said power or powers of attorney to be so granted by the Owners to the Developer and/or its nominee/s shall form an integral part of this Agreement and the Owners shall not be entitled to modify or alter the same without the prior written consent of the Developer.

16. OTHER TERMS AND CONDITIONS:

16.1 PROPERTY TAXES AND OUTGOINGS: Till the date of execution of this Agreement, all taxes and outgoings on account of municipal/property tax including pending G.R. land tax and other outgoings on the Project Land shall be borne and paid by the Owners and those arising for the period thereafter shall be borne and paid by the Owners and the Developer in the Agreed Ratio Provided That such liability of the parties shall from time to time progressively cease in respect of the portions for which Transferees become liable upon Completion of Construction.

16.2 INDEMNITY BY OWNERS : At all times hereafter the Owners hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any representation of the Owners being found to be false or misleading and also due to act, omission, default,

breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Owners.

- 16.3 INDEMNITY BY DEVELOPER:** At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owners and arising due to any representation of the Developer being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Developer.
- 16.4 NO PARTNERSHIP OR AOP:** The Owners and the Developer have entered into this Agreement purely as Principals and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an Association of Persons (AOP).
- 16.5 NOT A PRESENT TRANSFER:** Nothing in this Agreement is intended to or shall be construed as a transfer of possession of the Project Land at present in favour of the Developer.
- 16.6 WAIVERS:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. A waiver on any occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.
- 16.7 ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written oral or implied.
- 16.8 PART UNENFORCEABILITY:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.

16.9 MODIFICATIONS: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the Owners and the Developer.

16.10 EXECUTION IN DUPLICATE: This Agreement is being executed in Duplicate, one counterpart each whereof shall be retained by the Owners and the Developer (the original registered version to be retained by the Developer) and each copy whereof shall be deemed to be the original.

17. DEFAULTS AND CONSEQUENCES:

17.1 DEFAULTS OF OWNERS : In case the Owners fails and/or neglects to maintain the marketable title to the Project Land or in case the Owner fails to comply with any of its obligations mentioned in this Agreement in the manner or within the period stipulated therefor, the Developer shall give a notice, in writing, to the Owners giving time of **30 days** to remedy the default or breach and in case the Owners fails to remedy the same within such **30 days**, the Owners shall be liable to pay interest @ **9 %** per annum on the Security Deposit for the period of delay and without affecting the obligation to pay interest as above, the Developer shall be entitled to take the following recourse as the Developer shall deem fit and proper:-

17.1.1 To itself try and attempt to correct the marketable title, at the cost and expense of the Owners. The period taken for such attempt or the compliance pursuant to such attempt shall automatically be added to the time for Construction granted to the Developer under clause 8.22 hereto

17.2 DEFAULTS BY THE DEVELOPER: In case the Owners complies with and/or is ready and willing to carry out their obligations as stated herein and the Developer fails and/or neglects to construct the Project within the stipulated period including grace period then the Developer shall pay to the Owners a sum of **Rs. 20,000 per month** as pre-determined compensation. Provided That if the Developer has by then made progress in the construction work then the compensation amount shall be reduced pro-rata for the progress made until then and to be decided by arbitration. Without prejudice to its right to receive such pre-determined compensation, the Owner shall be entitled to take over the unfinished works in the Project and to complete the same at the costs and expenses of the Developer together with pre-determined damages liquidated at 25% (twenty five percent) of such costs and expenses incurred for completing the unfinished works in which event the liability to pay monthly pre-determined compensation as above shall cease. The benefits of all sanctions, licences, permissions, clearances and certificates in respect of the works taken over by the Owner shall stand assigned in favour of the Owner without any cost. In case of such takeover by the Owner, all Realizations of the Developer in respect of the Project so taken over accruing from the date of take over shall be exclusively received by the Owner and after adjusting (i) the said costs and expenses incurred by the Owner for completing the unfinished works out of the

Developer's entitlement in such Realizations and (ii) the pre-determined liquidated damages, the balance amount of the Developer's entitlement (if any) shall be paid the Developer. Upon completion of the works and accounting of the same, if it is found that the costs of construction with the said liquidated damages exceed the Developer's share of the Realization, the Developer shall pay the deficit to the Owner, including adjustment out of the un-refunded Security Deposit; and if the same are less than the Developer's share of the Realization, the surplus Realization shall be forthwith paid by the Owner to the Developer. In case the Owner has to borrow funds for completing such unfinished work, then the interest payable to the lender shall also be treated as costs of construction but the Owner shall not be entitled to damage of 25% on such interest amount, it being clarified that the Realizations shall be firstly applied for repayment of the borrowings to keep the interest component in check. Any Realization received by either party from the Transferees and required to be refunded owing to cancellation of any agreement by any Transferee, shall be refunded by the recipient parties respectively and the Developer shall be liable for its defaults pertaining to any other claims of the Transferees and or any claims as per the Real Estate Laws. Nothing contained in this clause hereinabove shall affect the other rights and remedies of the Owner in connection with the execution and implementation of the consequences of default by the Developer as mentioned hereinabove in this clause.

- 17.3 **UNILATERAL CANCELLATION:** Neither party hereto can unilaterally cancel or rescind this Agreement at any time unless such party is entitled to do so by express terms of this Agreement contained elsewhere herein upon default of the other party.
- 17.4 **CHOICE OF REMEDIES:** It is clarified that the exercise of any one or more remedy by any party shall not be or constitute a bar for the exercise of any other remedy by the concerned party at any time. Furthermore, the liability of the Owner or the Developer to pay interest at the rate and in terms of the other clauses of this Agreement shall continue for the entire duration until payment/repayment of the respective entire dues irrespective of the exercise of the other remedies by the other party and without affecting the other liabilities of the defaulting party hereunder.
- 18 **ARBITRATION:** In case of any dispute, differences or questions arising out or in the terms of this agreement and/or with regard to the interpretation, meaning or scope of this Agreement or any rights and liabilities of the parties under this Agreement or out of this Agreement or in any manner whatsoever concerning this Agreement, the parties shall endeavor to settle the dispute amicably. In case no amicable settlement is arrived, the same shall be referred to the arbitration to be adjudicated by an arbitral tribunal consisting of three Arbitrators with each party appointing one Arbitrator and the two Arbitrators so appointed, shall appoint the third Arbitrator. The arbitration shall be held according to the rules of the Arbitration and Conciliation Act, 1996, and/or statutory modification or enactment

thereto. The Award made and published by the Arbitrators shall be final and binding on the parties. The seat of Arbitration shall be held in Kolkata and the language shall be English. In connection with the said arbitration, the parties have agreed and declared as follows:

18.3.1 The Arbitration Tribunal shall have summary powers and will be entitled to lay down their own procedure.

18.3.2 The Arbitration Tribunal will be at liberty to give interim orders and/or directions.

18.3.3 The parties agree to abide by all their directions and/or awards

- 19 **JURISDICTION:** Only the Calcutta High Court and those having territorial jurisdiction over the Project Land shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.

SECTION-IV # SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

(PROJECT LAND)

ALL THAT messuages tenements hereditaments structures out-houses sheds and premises together with the piece and parcel of land thereunto belonging whereon or on part whereof the same are erected and built containing an area of 68 Cottahs 1 Chittack more or less situate lying at and being Premises No. 113C Matheswaratala Road, Police Station Pragati Maidan (formerly Tiljala), Kolkata- 700046 within Ward No. 66 of Kolkata Municipal Corporation, in the District of South 24 Parganas and butted and bounded as follows:-

ON THE NORTH : By Municipal Premises No. 114F Matheswartala Road;

ON THE SOUTH : By Park Circus Connector;

ON THE EAST : By Public Road; and

ON THE WEST : By Municipal Premises No. 113F Matheswartala Road.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished. Be it mentioned that the total area of the rooms and structures, sheds on the Project Land is 22,000 Square feet more or less.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(COMMON AREAS AND INSTALLATIONS)

- i. The staircases, lifts, staircase lobbies, lift lobbies, ground floor lobbies, fire escapes and common entrances and exits of the building/s with common lighting.
- ii. The roof/terraces, parks, play areas, etc
- iii. Installations of central services such as electricity, water and sanitation, air-conditioning system, water conservation, intercom facility, cable connection and renewable energy;
- iv. The pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- v. All common facilities as provided in the said project at the said premises.
- vi. All facilities and amenities as may be provided in the Club/Recreation Centre including the gymnasium, banquet hall, library, indoor games, etc.
- vii. Swimming Pool
- viii. Overhead and underground water reservoirs
- ix. Lift machine rooms
- x. Landscaped areas
- xi. Transformers, Generators and CESC Utility Areas
- xii. Fire-fighting system
- xiii. Facility Managers' Office, Association Room, Store Rooms, Security Guards Change Room, common toilets – all on the Ground Floor
- xiv. Driveways and pathways (not being areas earmarked by the Developer as car parking spaces).

THE THIRD SCHEDULE ABOVE REFERRED TO:**SPECIFICATIONS****Specification of construction & Fittings and Fixtures to be provided in the proposed Unit/ Flat**

<u>STRUCTURE</u>	
Foundation	RCC Substructure on Piles
Super Structure	RCC framed structure with ductile detailing
Walls	Fly Ash/Red brick / ACC blocks
<u>WALL FINISHING</u>	
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
<u>FLOORING</u>	
Master Bedroom	Vitrified Tiles
Bedrooms	Vitrified Tiles
Living & Dining	Vitrified Tiles
Kitchen	Anti Skid Ceramic Vitrified Tiles
Toilets	Anti skid Ceramic Vitrified Tiles
Floor Lobby	Marble / Vitrified Tiles / Granite
Entrance Lobby at ground	Imported Marble / Tiles / granite
Stair Case	Marble / Vitrified Tiles/ stones
<u>OTHER FINISHES</u>	
Kitchen Counter	Granite counter top with honed edges
	Stainless Steel Sink

	Provision for Chimney
<u>DOOR & WINDOWS</u>	
Doors	Quality Wooden Frames with Flush Doors
	Brass / Stainless Steel Locks & Hinges
	Night Catch & Eyepiece
Windows	Fully Glazed Aluminum/UPVC window
<u>ELECTRICAL</u>	
	Provision for adequate light and fan points
	Provision for TV & Telephone Points in 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.
<u>PLUMBING</u>	
	Superior quality Sanitary / Basin & CP Fittings
	Provision for Geyser Pipe lines in all the Toilets
	Concealed Plumbing & Pipe Works
<u>ELEVATORS</u>	
	3 LIFTS (2 passenger including one service lift all of reputable make)
<u>AIR CONDITIONING</u>	
	Outdoor Unit Space
	Waste line
	Electrical Point
<u>SECURITY & SAFETY</u>	
	CCTV monitoring for all common areas
	Modern Fire Fighting System
	Refuge Platform

	Video Intercom/EPBX system connected with Reception, Security and other Apartments
<u>GENERATOR</u>	
	Backup for Common Areas, Services & Apartments
<u>AMENITIES</u>	
	The Club – Fully Equipped
	Gym
	Indoor Games Room
	Swimming Pool
	Community Hall
	Landscape Garden
	Children Play Area
	Rain Water Harvesting System
	Hassle Free Car Parking

THE FOURTH SCHEDULE ABOVE REFERRED TO:

EXTRAS AND DEPOSITS

(Extras)

1. The Developer shall charge the Transferees the following amounts as Extras:
 - a. H.T./L.T./Transformer Charges with electric Meter Deposit
 - b. Generator Charges – As per requirement
 - c. Legal & Documentation Charges
 - d. Wiring for Cable Conenction and internet connectivity within the unit
 - e. Association formation charges
 - f. Mutation expenses
 - g. Internal Pipeline and wiring for AC within the unit
 - h. KMC Property Tax

THE THIRD SCHEDULE ABOVE REFERRED TO:**SPECIFICATIONS****Specification of construction & Fittings and Fixtures to be provided in the proposed Unit/ Flat**

<u>STRUCTURE</u>	
Foundation	RCC Substructure on Piles
Super Structure	RCC framed structure with ductile detailing
Walls	Fly Ash/Red brick / ACC blocks
<u>WALL FINISHING</u>	
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
<u>FLOORING</u>	
Master Bedroom	Vitrified Tiles
Bedrooms	Vitrified Tiles
Living & Dining	Vitrified Tiles
Kitchen	Anti Skid Ceramic Vitrified Tiles
Toilets	Anti skid Ceramic Vitrified Tiles
Floor Lobby	Marble / Vitrified Tiles / Granite
Entrance Lobby at ground	Imported Marble / Tiles / granite
Stair Case	Marble / Vitrified Tiles/ stones
<u>OTHER FINISHES</u>	
Kitchen Counter	Granite counter top with honed edges
	Stainless Steel Sink

	Provision for Chimney
<u>DOOR & WINDOWS</u>	
Doors	Quality Wooden Frames with Flush Doors
	Brass / Stainless Steel Locks & Hinges
	Night Catch & Eyepiece
Windows	Fully Glazed Aluminum/UPVC window
<u>ELECTRICAL</u>	
	Provision for adequate light and fan points
	Provision for TV & Telephone Points in 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.
<u>PLUMBING</u>	
	Superior quality Sanitary / Basin & CP Fittings
	Provision for Geyser Pipe lines in all the Toilets
	Concealed Plumbing & Pipe Works
<u>ELEVATORS</u>	
	3 LIFTS (2 passenger including one service lift all of reputable make)
<u>AIR CONDITIONING</u>	
	Outdoor Unit Space
	Waste line
	Electrical Point
<u>SECURITY & SAFETY</u>	
	CCTV monitoring for all common areas
	Modern Fire Fighting System
	Refuge Platform

	Video Intercom/EPBX system connected with Reception, Security and other Apartments
<u>GENERATOR</u>	
	Backup for Common Areas , Services & Apartments
<u>AMENITIES</u>	
	The Club – Fully Equipped
	Gym
	Indoor Games Room
	Swimming Pool
	Community Hall
	Landscape Garden
	Children Play Area
	Rain Water Harvesting System
	Hassle Free Car Parking

THE FOURTH SCHEDULE ABOVE REFERRED TO:

EXTRAS AND DEPOSITS

(Extras)

1. The Developer shall charge the Transferees the following amounts as Extras:
 - a. H.T./L.T./Transformer Charges with electric Meter Deposit
 - b. Generator Charges – As per requirement
 - c. Legal & Documentation Charges
 - d. Wiring for Cable Conenction and internet connectivity within the unit
 - e. Association formation charges
 - f. Mutation expenses
 - g. Internal Pipeline and wiring for AC within the unit
 - h. KMC Property Tax

(Deposits)

1. The Developer shall take from the Transferees the following Deposits :
 - a. Sinking Fund (Interest Free)
 - b. Advance Maintenance Deposit (for such period as Developer may reasonably decide) Interest Free.

THE FIFTH SCHEDULE ABOVE REFERRED TO:**(CHAIN OF TITLE)**

1. By a Deed of conveyance dated 18th January 2011 registered in the office of DSR-III, South 24 Parganas in Book No. I, CD Volume No. 1, Page 6823 to 6850 Being No. 00349 for the year 2011, Sk Alauddin Ahmed and 10 Others, the Vendors therein sold transferred and conveyed ALL THAT 50% share in Municipal Premises No. 113C Matheswartala Road, Kolkata 700046 admeasuring 68 Cottahs 1 Chittack (more or less) together with structures measuring 22000 square feet(more or less) in favour of Rehan Javed and Irfan Javed, the Owners herein, therein referred to as the Purchasers on the terms and conditions as recorded therein.
2. By another Deed of conveyance dated 4th February 2011 registered in the office of DSR-III, South 24 Parganas in Book No. I, CD Volume No. 2, Page 6651 to 6677 Being No. 00934 for the year 2011, Mst Sukurunnessa Bibi and 10 Others, the Vendors therein sold transferred and conveyed ALL THAT 50% share in Municipal Premises No. 113C Matheswartala Road, Kolkata 700046 admeasuring 68 Cottahs 1 Chittack (more or less) together with structures measuring 22000 square feet(more or less) in favour of Rehan Javed and Irfan Javed, the Owners herein, therein referred to as the Purchasers on the terms and conditions as recorded therein.
3. Thus, the Owners became the absolute owners of the said Premises and/or the Project Land.

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

SIGNED SEALED AND DELIVERED by the within named **OWNERS** at Kolkata in the presence of:

1. *Priyanka Dey*
55A Sarat Bose Road
Kolkata - 26
2. *Rajon Ku. Paul*
81, Ballygunge Gardens
Kolkata - 19

Relief

Handwritten

SIGNED SEALED AND DELIVERED by the within named **DEVELOPER** at Kolkata in the presence of:

1. *Priyanka Dey*
2. *Rajon Ku. Paul*

ATK Stoneworks LLP
Syed Abbas Imam
Designated Partner

Drafted by me

Priyanka Dey

Advocate

Priyanka Dey

Advocate

Alipore Judges Court

Enrollment No. F/1824/1189/2021

RECEIPT AND MEMO OF CONSIDERATION NO.1

RECEIVED from the within named Developer the within mentioned sum of Rs.2,00,00,000/- (Rupees Two Crore only) towards part payment of the Security Deposit payable to the Owner in terms hereof as per memo below:-

MEMO OF CONSIDERATION

S.L NO.	Demand Draft/Cheque Numbers	Date	Bank	Paid to	Amount (Rs.)
1	Cheque No. 024256	15/07/2022	Axis Bank	Irfan Javed	25,00,000/-
2	Cheque No. 024257	15/07/2022	Axis Bank	Rehan Javed	25,00,000/-
3	Cheque No. 024258	29/07/2022	Axis Bank	Irfan Javed	75,00,000/-
4	Cheque No. 024259	29/07/2022	Axis Bank	Rehan Javed	75,00,000/-
			Total =		2,00,00,000/-

(Rupees Two Crore only)

WITNESSES:

1. Beavakur Da

Rehan Javed

2. Rajan K. Raut

Chand

SPECIMEN FORM FOR TEN FINGERPRINTS



Sayed Alwan Fingar

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



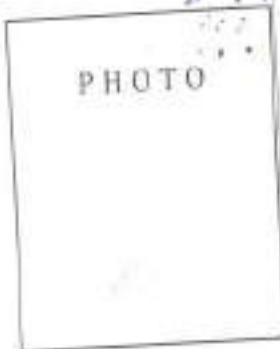
Roder Sand

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



Mohamed

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



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



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

GRN Details

GRN: 192022230085319468 Payment Mode: Online Payment (SBI Epay)
GRN Date: 28/07/2022 19:46:09 Bank/Gateway: SBIEpay Payment Gateway
BRN: 0601811387332 BRN Date: 28/07/2022 19:47:42
Gateway Ref ID: 222096420694 Method: HDFC Retail Bank NB
Payment Status: Successful Payment Ref. No: 2002303869/4/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr ATK STONEWORKS LLP
Address: 63 RAFI AHMED KIDWAI ROAD KOLKATA-700016
Mobile: 9123370597
Period From (dd/mm/yyyy): 28/07/2022
Period To (dd/mm/yyyy): 28/07/2022
Payment ID: 2002303869/4/2022
Dept Ref ID/DRN: 2002303869/4/2022

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002303869/4/2022	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2002303869/4/2022	Property Registration- Registration Fees	0030-03-104-001-15	200021
			Total	275042

IN WORDS: TWO LAKH SEVENTY FIVE THOUSAND FORTY TWO ONLY.









Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16042002303869/2022

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 REHAN JAVED 13/2C Palm Avenue, City:- P.O:- Ballygunge, P.S:-Karaya, District:- South 24-Parganas, West Bengal, India, PIN:- 700019	Land Lord			<i>Rehan Javed</i> 29/07/22
2	Mr IRFAN JAVED 13/2C Palm Avenue, City:- P.O:- Ballygunge, P.S:- Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700019	Land Lord			<i>Irfan Javed</i> 29.07.2022
3	SYED ABRAR IMAM 72 , Tiljala Road, City:- , P.O:- Gobinda Khatick Road, P.S:-Tiljala, District:-South 24- Parganas, West Bengal, India, PIN - 700048	Represent ative of Developer [ATK STONEW ORKS LLP]			<i>Syed Abrar Imam</i> 29.07.2022

Sl	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr RANJAN KUMAR ROUT Son of Late Ramakanta Rout Chandising Pur, Kakhra, City:-, P.O:- Kakhra, P.S:- BHOGRAI, District- Baleshwar, Orissa, India, PIN:- 756039	Mr REHAN JAVED, Mr IRFAN JAVED, SYED ABRAR IMAM			<i>Ranjan Ku. Rout</i> 29.07.2022

(Anupam Halder)
DISTRICT SUB-
REGISTRAR
OFFICE OF THE D.S.R. -
IV SOUTH 24-PARGANAS
South 24-Parganas, West
Bengal



Government of West Bengal
Directorate of Registration & Stamp Revenue
e-Assessment Slip

Query No / Year	2002303869/2022	Office where deed will be registered
Query Date	28/07/2022 12:46:07 PM	Deed can be registered in any of the offices mentioned on Note: 11
Applicant Name, Address & Other Details	RANJAN ROUT 85A, Sarat Bose Road, Thana : Bhawanipore, District : South 24-Parganas, WEST BENGAL, PIN - 700026, Mobile No. : 6291414185, Status : Solicitor firm	
Transaction	Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4308] Agreement [No of Agreement :- 2], [4311] Receipt [Rs : 2,00,00,000/-]	
Set Forth value	Market Value	
	Rs. 25,23,62,687/-	
Total Stamp Duty Payable(SD) Rs. 75,021/- (Article:48(g))	Total Registration Fee Payable Rs. 2,00,021/- (Article:E, E, B)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
Remarks		

Land Details :

District: South 24-Parganas, Thana: Topsia, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Matheswartala Road, Road Zone : (On Road -- On Road) , , Premises No: 113C, , Ward No: 066, Pin Code : 700046

Sch No	Plot Number	Khatian Number	Land Use ROR Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS -)		Bastu	68 Katha 1 Chatak		23,00,87,687/-	Property is on Road
Grand Total :				112.3031Dec	0 /-	2300,87,687 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	22000 Sq Ft.	0/-	2,22,75,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 22000 Sq Ft., Semi Commercial Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		22000 sq ft	0 /-	222,75,000 /-	



Land Lord Details :

SI No	Name & address	Status	Execution Admission Details :
1	Mr REHAN JAVED Son of Mr Javed Akhter,13/2C Palm Avenue, City:- , P.O:- Ballygunge, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 Sex: Male, By Caste: Muslim, Occupation: Others, Citizen of: India, PAN No. ACxxxxxx3K, Aadhaar No Not Provided by UIDAI Status: Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self
2	Mr IRFAN JAVED Son of Mr Javed Akhter,13/2C Palm Avenue, City:- , P.O:- Ballygunge, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 Sex: Male, By Caste: Muslim, Occupation: Others, Citizen of: India, PAN No. acxxxxxx1m, Aadhaar No Not Provided by UIDAI Status: Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self

Developer Details :

SI No	Name & address	Status	Execution Admission Details :
1	ATK STONEWORKS LLP .63 , Rafi Ahmad Kidwai Road, City:- , P.O:- Taltola, P.S:-Taltola, District:-Kolkata, West Bengal, India, PIN:- 700016 PAN No. ABxxxxxx6P, Aadhaar No Not Provided by UIDAI Status: Organization, Executed by: Representative	Organization	Executed by: Representative

Representative Details :

SI No	Name & Address	Representative of
1	SYED ABRAR IMAM Son of Syed Mohammad Nemet Imam72 , Tiljala Road, City:- , P.O:- Gobinda Khatick, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No. aaxxxxxx1l , Aadhaar No.: 67xxxxxxxx7855	ATK STONEWORKS LLP (as Authorized Signatory/Director)

Identifier Details :

Name & address
Mr RANJAN KUMAR ROUT Son of Late Ramakanta Rout Chandising Pur , Kakhra, City:- , P.O:- Kakhra, P.S:-BHOGRAI, District:-Baleshwar, Orissa, India, PIN:- 756039, Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of: India, , Identifier Of Mr REHAN JAVED, Mr IRFAN JAVED, SYED ABRAR IMAM

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mr REHAN JAVED	ATK STONEWORKS LLP-56.1516 Dec
2	Mr IRFAN JAVED	ATK STONEWORKS LLP-56.1516 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	Mr REHAN JAVED	ATK STONEWORKS LLP-11000 Sq Ft
2	Mr IRFAN JAVED	ATK STONEWORKS LLP-11000 Sq Ft



Owner and Land or Building Details as received from KMC :

Sc. No.	Property Identification by KMC	Registered Deed Details	Owner Details of Property	Land or Building Details
L1	Assessment No. : 210661001999 Premises No. : 113C Ward No. : 066 Street Name : MATHESWARTOLA ROAD	Reference Deed No. : Date of Registration : Office Where Registered :	Owner Name : IRFAN JAVED & REHAN JAVED Owner Address : 113 C.MATHESWARTOLA ROAD, KOL-46 Pin No. : 700046	Character of Premises: Total Area of Land:

Note:

1. If the given information are found incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days (i.e. upto 27-08-2022) for e-Payment . Assessed market value & Query is valid for 30 days.(i.e. upto 27-08-2022)
3. Standard User charge of Rs. 300/-(Rupees Three hundred) only includes all taxes per document upto 17 (seventeen) pages and Rs 9/- (Rupees Nine) only for each additional page will be applicable.
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
5. e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.
11. This eAssessment Slip can be used for registration of respective deed in any of the following offices:
D.S.R. - I SOUTH 24-PARGANAS, D.S.R. - I I SOUTH 24-PARGANAS, D.S.R. - III SOUTH 24-PARGANAS, D.S.R. - IV SOUTH 24-PARGANAS, A.D.S.R. SEALDAH, D.S.R. - V SOUTH 24-PARGANAS, A.R.A. - I KOLKATA, A.R.A. - II KOLKATA, A.R.A. - III KOLKATA, A.R.A. - IV KOLKATA





भारत सरकार
GOVERNMENT OF INDIA



রেহান জাভেদ

Rehan Javed

জন্মতারিখ/ DOB: 08/07/1972

পুরুষ / MALE



9231 2925 2682

আধার - সাধারণ মানুষের অধিকার



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ठिकाना:

Address

13/ 2 सी, पाम एभिनिड,
बालिगञ्ज, कोलकाता,
पश्चिम बङ्ग - 700019

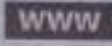
13/ 2 C, PALM
AVENUE, Ballygunge,
Kolkata,
West Bengal - 700019



1947
1800 300 1947



help@uidai.gov.in



www.uidai.gov.in

P.O. Box No. 1947,
Bengaluru-560 001

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

REHAN JAVED

JAVED AKHTER

08/07/1972

Permanent Account Number

ACSPJ7133K

Rehan Javed

Signature



13022014

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

IRFAN JAVED

JAVED AKHTER

12/04/1977

Permanent Account Number

ACSPJ7131M

Irfan Javed

Signature



13022014



ভারত সরকার
Government of India



Issue Date: 13/04/2015



ইরফান জাবেদ

Irfan Javed

জন্মতারিখ/DOB: 12/04/1977

পুরুষ/ MALE

3072 6088 5058

VID : 9197 2819 2267 6585

আমার আধার, আমার পরিচয়

इस कार्ड को खोले / पाके पर कृपया सूचित करें / सीटए-
आयकर पैन सेवा इकाई, एन एस डी एल
5 वीं मंजिल, मंत्री स्टार्लिंग, प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडल कॉलोनी, 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

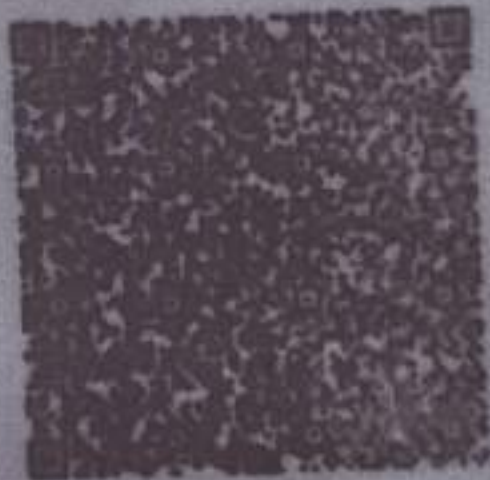


आयकर पैन सेवा इकाई, एन एस डी एल
Unique Identification Authority of India



ठिकाना:
13/2 सी, पाम एवेन्यू, बालिगुंज, कोलकाता,
पश्चिम बंग - 700019

Address:
13/2C, PALM AVENUE, Ballygunge, Kolkata,
West Bengal - 700019



3072 6088 5058

VID : 9197 2819 2267 6585



1047



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www.uidai.gov.in

Park Regency



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



पत्राची संख्या संख्या कार्ड
Passbook/Account Number Card
AAHP18261L



पत्राची संख्या
SYED AHSAN IQBAL

पत्राची संख्या
SYED MOHAMMAD HUSNAT IQBAL

पत्राची संख्या
12/11/1977

2002719

पत्राची संख्या



বাংলা সরকার



শেখ আব্দার ইমাম

Syed Abrar Imam

জন্মতারিখ/ DOB: 12/11/1977

পুরুষ / MALE



6744 0235 7855

আধার - সাধারণ মানুষের অধিকার

Major Information of the Deed

Deed No :	I-1604-09506/2022	Date of Registration	17/08/2022
Query No / Year	1604-2002303869/2022	Office where deed is registered	
Query Date	28/07/2022 12:46:07 PM	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	RANJAN ROUT 85A, Sarat Bose Road, Thana : Bhawanipore, District : South 24-Parganas, WEST BENGAL, PIN - 700026. Mobile No. : 6291414185, Status :Solicitor firm		
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 : 2,00,00,000/-]		
Set Forth value	Market Value		
	Rs. 25,23,62,687/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 2,00,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Topsia, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Matheswaram Road, Road Zone : (On Road -- On Road) , , Premises No: 113C. , Ward No: 066 Pin Code : 700046

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 :-)		Bastu	68 Katha 1 Chatak		23,00,87,687/-	Property is on Road
Grand Total :				112.3031Dec	0 /-	2300,87,687 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	22000 Sq Ft.	0/-	2,22,75,000/-	Structure Type: Structure
Gr. Floor, Area of floor :22000 Sq Ft., Semi Commercial Use, Cemented Floor, Age of Structure:0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		22000 sq ft	0 /-	222,75,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr REHAN JAVED Son of Mr Javed Akhter 13/2C Palm Avenue, City:- , P.O:- Ballygunge, P.S:-Karaya, District:-South24-Parganas, West Bengal, India, PIN:- 700019 Sex: Male, By Caste: Muslim, Occupation: Others, Citizen of: India, PAN No.: ACxxxxxx3K, Aadhaar No: 92xxxxxxxx2682, Status :Individual, Executed by: Self, Date of Execution: 29/07/2022 , Admitted by: Self, Date of Admission: 29/07/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 29/07/2022 , Admitted by: Self, Date of Admission: 29/07/2022 ,Place : Pvt. Residence
2	Mr IRFAN JAVED Son of Mr Javed Akhter 13/2C Palm Avenue, City:- , P.O:- Ballygunge, P.S:-Karaya, District:-South24-Parganas, West Bengal, India, PIN:- 700019 Sex: Male, By Caste: Muslim, Occupation: Others, Citizen of: India, PAN No.: acxxxxxx1m, Aadhaar No: 30xxxxxxxx5058, Status :Individual, Executed by: Self, Date of Execution: 29/07/2022 , Admitted by: Self, Date of Admission: 29/07/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 29/07/2022 , Admitted by: Self, Date of Admission: 29/07/2022 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	ATK STONEWORKS LLP 63 , Rafi Ahmad Kidwai Road, City:- , P.O:- Taltola, P.S:-Taltola, District:-Kolkata, West Bengal, India, PIN:- 700016 , PAN No.: ABxxxxxx6P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SYED ABRAR IMAM (Presentant) Son of Syed Mohammad Nemet Imam 72 , Tiljala Road, City:- , P.O:- Gobinda Khatick Road, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.: aaxxxxxx1l, Aadhaar No: 67xxxxxxxx7855 Status : Representative, Representative of : ATK STONEWORKS LLP (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr RANJAN KUMAR ROUT Son of Late Ramakanta Rout Chardising Pur , Kakhra, City:- , P.O:- Kakhra, P.S:-BHOGRAI, District:- Baleshwar, Orissa, India, PIN:- 756039			

Identifier Of Mr REHAN JAVED, Mr IRFAN JAVED, SYED ABRAR IMAM

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr REHAN JAVED	ATK STONEWORKS LLP-56.1516 Dec
2	Mr IRFAN JAVED	ATK STONEWORKS LLP-56.1516 Dec

Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr REHAN JAVED	ATK STONEWORKS LLP-11000.00000000 Sq Ft
2	Mr IRFAN JAVED	ATK STONEWORKS LLP-11000.00000000 Sq Ft

On 29-07-2022

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

Presented for registration at 18:30 hrs on 29-07-2022, at the Private residence by SYED ABRAR IMAM, .

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 25,23,62,687/-

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

Execution is admitted on 29/07/2022 by 1. Mr REHAN JAVED, Son of Mr Javed Akhter, 13/2C Palm Avenue, P.O: Ballygunge, Thana: Karaya, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Muslim, by Profession Others, 2. Mr IRFAN JAVED, Son of Mr Javed Akhter, 13/2C Palm Avenue, P.O: Ballygunge, Thana: Karaya, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Muslim, by Profession Others

Indetified by Mr RANJAN KUMAR ROUT, ., Son of Late Ramakanta Rout, Chandising Pur , Kakhra, P.O: Kakhra, Thana: BHOGRAI, , Baleshwar, ORISSA, India, PIN - 756039, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 29-07-2022 by SYED ABRAR IMAM, PARTNER, ATK STONERWORKS LLP, 63 , Rafi Ahmao Kidwai Road, City:- , P.O:- Taltola, P.S:-Taltola, District:-Kolkata, West Bengal, India, PIN:- 700016

Indetified by Mr RANJAN KUMAR ROUT, ., Son of Late Ramakanta Rout, Chandising Pur , Kakhra, P.O: Kakhra, Thana: BHOGRAI, , Baleshwar, ORISSA, India, PIN - 756039, by caste Hindu, by profession Law Clerk

Anupam Halder
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 02-08-2022

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,00,053/- (B = Rs 2,00,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by by online = Rs 2,00,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/07/2022 7:47PM with Govt. Ref. No: 192022230085319468 on 28-07-2022, Amount Rs: 2,00,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 0601811387332 on 28-07-2022, 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 by online = Rs. 75,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/07/2022 7:47PM with Govt. Ref. No: 192022230085319468 on 28-07-2022, Amount Rs: 75,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 0601811387332 on 28-07-2022, Head of Account 0030-02-103-003-02

Anupam Halder
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 17-08-2022

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 Fees

Certified that required Registration Fees payable for this document is Rs 2,00,053/- (B = Rs 2,00,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 35569, Amount: Rs.100/-, Date of Purchase: 20/07/2022, Vendor name: S Das



Anupam Halder
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

DATED THIS ____ DAY OF _____ 2022

BETWEEN

REHAN JAVED AND IRFAN JAVED

... OWNERS

AND

ATK STONWORKS LLP

... DEVELOPER

AGREEMENT

SAMYAKK ATTORNEYS
Advocates
85A SARAT BOSE ROAD
3RD FLOOR
KOLKATA-700026

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2022, Page from 281427 to 281480
being No 160409506 for the year 2022.



Digitally signed by ANUPAM HALDER
Date: 2022.08.22 14:49:04 +05:30
Reason: Digital Signing of Deed,

(Anupam Halder) 2022/08/22 02:49:04 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)