



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA

22 FEB 2019

109581

Sl. No.....Date..

22 FEB 2019

Name.....

Bhupendra Gupta
A Sr.

Add.....

High court, Calcutta

AMT.....

5000/-

- *Amn.*

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

ATK Realtors LLP

- *Amn.*

Designated Partner

(Syed Abir Imam)



Amn.
ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA

22 FEB 2019

Amn.
Advocate

High court at Calcutta
ENR 2 M. WB/98/2019

2014/19

3082/2019



visit
22/2/19

पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL



E 556905

E 556905

Charity: 0/300051/19

Test

Market value D. Agreem

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheet attached to this document are the part of this Document.

Visit Case No. 455 dt 22.02.19

J (1)-	250
J (2)-	300
Total	550

Additional Registrar of Assurances-IV, Kolkata

[Signature]
Registrar of Assurances-IV, Kolkata

DEVELOPMENT AGREEMENT

25 MAR 2019

510pm
22-2-19

THIS DEVELOPMENT AGREEMENT is made on this the 22nd day of February Two Thousand and Nineteen (2019);

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

GRN: 19-201819-035904420-1 Payment Mode Online Payment
GRN Date: 22/02/2019 14:10:02 Bank: HDFC Bank
BRN: 724093092 BRN Date: 22/02/2019 14:12:44

DEPOSITOR'S DETAILS

Id No. : 19040000300031/2/2019
(Query No./Query Year)

Name : A T K REALTORS LLP
Contact No. : Mobile No. : +91 9748431646
E-mail : kzar.projects@gmail.com
Address : 63 RAFI AHMED KIDWAI ROAD KOLKATA 700016
Applicant Name : Mr Bhupendra Gupta
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 2

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19040000300031/2/2019	Property Registration- Stamp duty	0030-02-103-003-02	70021 ✓
2	19040000300031/2/2019	Property Registration- Registration Fees	0030-03-104-001-16	75105 ✓
Total				145126

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

Handwritten signature



Government of West Bengal

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







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

Signature / LTI Sheet of Query No/Year 19040000300031/2019

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mrs Cecelia Margaret D Cruz 14, New Shibrampur Greenfield City, Flat No: 3C, Tower No 17, P.O:- Sarsuna, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700141	Land Lord		1113 	<i>Cecelia Margaret</i> D Cruz 22.02.19
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mrs Rosalind D Cruz Diamond City West Tower No.5, Flat No: 1C, 18, Ho - Chi - Min Sarani, P.O:- Sarsuna, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700061	Land Lord		1114 	<i>Rosalind D Cruz</i> 22.02.2019

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mrs Cabrini Bagwalla Mani Residency, 2nd Floor, Flat No: 2A, 30/2A, C. N. Roy Road, P.O:- Tiljala, P.S:- Tiljala, District:-South 24- Parganas, West Bengal, India, PIN - 700039	Land Lord		1115 	<i>Cabrini Bagwalla 22/02/2019</i>
4	Mr Angelo Robert D Cruz 14 New Shibrampur, Greenfield City, Flat No: 2B, Tower No 81, P.O:- Sarsuna, P.S:- Thakurpukur, District:-South 24- Parganas, West Bengal, India, PIN - 700141	Land Lord		1116 	<i>Angelo Robert D Cruz 22/02/2019</i>
5	Syed Abrar Imam Block/Sector: 5, Flat No: 4A, 72, Tiljala Road, P.O:- Gobinda Khatick, P.S:- Beniapukur, District:-South 24- Parganas, West Bengal, India, PIN - 700046	Represent ative of Developer [ATK Realtors LLP]		1112 	<i>Syed Abrar Imam (Syed Abrar Imam) 22-02-2019</i>

Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Bhupendra Gupta Son of Late Dhirendra Kumar Gupta 6, Old Post Office Street, P.O:- GPO, P.S:- Hare Street, Kolkata, District- Kolkata, West Bengal, India, PIN - 700001	Mrs Cecelia Margaret D Cruz, Mrs Rosalind D Cruz, Mrs Cabrini Bagwalla, Mr Angelo Robert D Cruz, Syed Abrar Imam		1119 	 22/02/2019

(Tridip Misra)

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



Government of West Bengal
Office of the A.R.A. - IV KOLKATA, District: Kolkata
W.B. FORM NO. 1504

Query No / Year	19040000300031/2019	Serial No/Year	1904002014/2019
Transaction id	0000596723	Date of Receipt	25/03/2019 1:23PM
Deed No / Year	I - 190403082 / 2019		
Presentant Name	Syed Abrar Imam		
Land Lord	Mrs Cecelia Margaret D Cruz, Mrs Rosalind D Cruz, Mrs Cabrini Bagwallia, Mr Angelo Robert D Cruz		
Developer	ATK Realtors LLP		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Additional Transaction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 75,00,000/-]		
Total Setforth Value	Rs. 0/-	Market Value	Rs. 5,94,44,096/-
Stamp Duty Paid	Rs. 5,000/-	Stamp Duty Articles	48(g)
Registration Fees Paid	Rs. 0/-	Fees Articles	
Standard User Charge	464/-	Requisition Form Fee	50/-
Remarks			

Stamp Duty Paid (Break up as below)

By Stamp					
Stamp Type	Treasury or Vendor	Treasury or Vendor Name	Stamp Serial No	Purchase Date	Amount in Rs.
Impressed	Vendor	S Chanda	109581	22/02/2019	5,000/-

Other Fees Paid (Break up as below)

By Cash		Amount in Rs.
Standard User Charge		464/-

*Total Amount Received by Cash Rs. 464/-

(Tridip Misra)
ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. -
IV KOLKATA



भारत सरकार
Government of India



रोसलिन डक्रुज
Rosalind Dcruz
जन्म तिथि/ DOB: 26/03/1972
लिंग / FEMALE



8461 7840 1480

मेरा आधार, मेरी पहचान

Rosalind Dcruz
Rosalind Dcruz



एनएनडीए
Unique Identification Authority of India

पता:
W/O शमीम खान, डायमंड सिटी
वेस्ट, टावर-५, फ्लैट-१सी, १८, हो ची
मिन्ह सारानी, बेहाला बकुलताला,
कोलकाता, सर्सुना, सातथ ईस्टी फोर
पेरगानास,
वेस्ट बंगाल - 700061

Address:
W/O Shamim Khan, DIAMOND
CITY WEST, TOWER-5, FLAT-
1C, 18, HO CHI MINH SARANI,
BEHALA BAKULTALA,
KOLKATA, Sarsuna, South
Twenty Four Parganas,
West Bengal - 700061

8461 7840 1480



1047



help@uidai.gov.in



www.uidai.gov.in

Rosalind Dcruz
Rosalind Dcruz



Rosalind D Cruz
Rosalind D Cruz



Rosalind D Cruz
Rosalind D Cruz



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

ANGELO ROBERT D'CRUZ

AUGUSTINE ROBERT D'CRUZ

05/03/1982
Permanent Account Number
AJRPD6057E

Angelo Robert Cruz
Signature



13062012

Angelo Robert Cruz





ভারত সরকার
Government of India



নাম: ডি. অরু
Angulo Robert D'ora
পিতা: অগাস্টিন রবার্ট ডি. অরু
Father: AUGUSTINE ROBERT D'ora
জন্ম বর্ষ: Year of Birth: 1982
পুরুষ / Male



9150 2196 4057

- সাধারণ মানুষের অধিকার

Angulo Robert D'ora



ভারত সরকার
Unique Identification Authority of India

ঠিকানা:
43 একবালপুর রোড, খিদিরপুর এস
এ, কোলকাতা, পশ্চিমবঙ্গ, 700023


Address:
43 EKBALPUR ROAD,
Khidderpore S.O, Khidderpore,
Kolkata, West Bengal, 700023

9150 2196 4057

1947
1800 300 1947


help@uidai.gov.in

www.uidai.gov.in

 **BAR ASSOCIATION HIGH COURT
CALCUTTA**
IDENTITY CARD

Name **BHUPENDRA GUPTA**
Advocate

Father's/Husband's Name
DHIRENDRA KUMAR GUPTA

 *Bhupendra Gupta*
HON'Y. SECRETARY Signature of the Card Holder

CARD NO. **850** DATE OF MEMBERSHIP **1-3-2002**

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

TEL - RES : **240.0669**

CH : **242-9182**

MOBILE : **9831123614**

ENROLMENT NO. **F-44/106/2001**

ENROLMENT DATE **24.01.2001**

Bhupendra

✓

INCOME TAX PAN SERVICES UNIT

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

F. No. DIT(S)/PAN/ITMN_REG

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

ABKFA4829J

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

WARD 32(2), KOLKATA



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

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

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

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

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

Income Tax Department

PKG ID-PRC / 20122017_15 / VLX 300399



WBG / 132 / 7406970010165551C1 / 201217166555

A T K REALTORS LLP

A T K REALTORS LLP
63
RAFI AHMED KIDWAI ROAD
PARK STREET
KOLKATA
WEST BENGAL - 700016
TEL. No. : 33-22266889



ATK Realtors LLP

[Signature]
Designated Partner

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



भारत सरकार
GOVERNMENT OF INDIA



सैयद अब्रार इमाम
Syed Abrar Imam
जन्मदिनांक/ DOB: 12/11/1977
पुरुष / MALE



6744 0235 7855

आधार - आधारण मानुषेर अधिकार



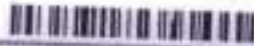
भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ठिकाना:

Address

एच/ओ: सैयद मोहम्मद नेमेट
इमाम, 72, तिलजला रोड,
गोबिन्दा-ली, एचएल-43, खेटिक
रोड, कोलकाता,
पश्चिम बंग - 700046

S/O: Syed Mohammed
Nemet Imam, 72, Tiljala
Road, BL-V, FL- 4A,
Gobinda Khatick Road,
Kolkata,
West Bengal - 700046



1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947,
Bangalore-560 093

Syed Abrar Imam

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SYED ABRAR IMAM
SYED MOHAMMAD NEMET IMAM
12/11/1977
Permanent Account Number
AAHPI8261L

Signature
Signature



Signature



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

CABRINI BAGWALLA
AUGUSTINE DCRUZ
24/02/1976

Permanent Account Number
AEGPD6709K

Cabrini
Signature



In case this card is lost / found, kindly inform / return to :
Income Tax PAN Services Unit, UTIISL
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.

इस कार्ड के खोने/पाने का सूचना सूचित करें/सौंपें -
आयकर पैन सेवा यूनिट, UTIISL
प्लॉट नं. 3, सेक्टर - 11, सी.बी.डी. बेलपुर,
नवी मुंबई - 400 614

Cabrini

Cabrini Bagwalla





ভারত সরকার

Government of India



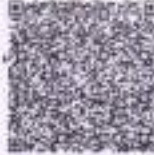
ক্যাব্রিনি বাগওয়াল
Cabrini Bagwalla

পিতা : অগুস্টিন রোবর্ট ড্রুজ

Father : Augustine Robert Druz

জন্মতারিখ / DOB: 24/02/1978

লিঙ্গ / Female



4081 4101 2169

আধার - সাধারণ মানুষের অধিকার



ভারতীয় আদার প্রাধিকারন

Unique Identification Authority of India

ঠিকানা: এমটি/৩৮ কেরাস মন্ডিন
হালওয়াল, ৪০, ইকবালপুর রোড, খিদিরপুর
কলিকাতা, কেরালারা, পশ্চিম বঙ্গ

Address: W/O. Cyrus Basil
Bagwalla, 43, EKBALPORE
ROAD, Khiddipore, Kolkata,
Khiddipore, West Bengal,
700023

4081 4101 2169

1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

Cabrini

Cabrini Bagwalla



ভারত সরকার
Government of India



বিসি: মার্গারেট ড্রুজ
Cecilia Margaret Druz
পিতা : জেমস জর্জ থমাস
Father - JAMES GEORGE THOMAS
জন্ম বর্ষ / Year of Birth : 1950
লিঙ্গ / Female



2790 5181 3169

আধার - সাধারণ মানুষের অধিকার



ককটোয় সিপিও, পশ্চিমবঙ্গ সরকার
Unique Identification Authority of India

ঠিকানা:

43 একবালপুর রোড, খিদিরপুর এন
ও, কোলকাতা, পশ্চিমবঙ্গ, 700023

Address:

43 EKBALPUR ROAD,
Khidirpore S.O, Khidirpore,
Kolkata, West Bengal, 700023

*L.M. Druz
Cecilia Margaret Druz*

2790 5181 3169

1600 301 1947

help@uidai.gov.in

www.uidai.gov.in

आयकर विभाग
 INCOME TAX DEPARTMENT

भारत सरकार
 GOVT. OF INDIA

CECELIA MARGARET DCRUZ
 JAMES GEORGE THOMAS
 13/11/1950
 Permanent Account Number
AGFPD8288G


 Signature



C. M. D' Cruz
Cecelia Margaret D' Cruz

In case this card is lost / found, kindly inform / return to /
 Income Tax PAN Services Unit, UTIISL
 Plot No. 3, Sector 11, CBD Belapur,
 New Mumbai - 400 614.

यह कार्ड खो जाने पर कृपया सूचित करें/वापस करें :
 आयकर पैन सेवा यूनिट, UTIISL
 प्लॉट नं: 3, सेक्टर 11, सी.बी.डी. बेलपुर,
 नवी मुंबई - 400 614.



BETWEEN

(1) **MRS. CECELIA MARGARET D CRUZ**, having **PAN: AGFPD8288G**, **AADHAAR NO: 279051813169**, **M-9748564807**, wife of Late Augustine Robert D Cruz, by faith-Christian, by occupation-Housewife, residing at 14, New Shibrampur, Greenfield City, Tower No.17, Flat No.3C Kolkata-700141 under Post Office and Police Station Sarsuna, (2) **MRS. ROSALIND D CRUZ**, having **PAN: AHLPD2561R**, **AADHAAR NO: 846178401480**, **M-6289039486**, daughter of Late Augustine Robert D Cruz, by faith-Christian, by occupation-Service, residing at Diamond City West being Premises No.18 Ho Chi Minh Sarani, Tower No.5, Flat No.1C Kolkata-700061 under Post Office and Police Station Sarsuna, (3) **MRS. CABRINI BAGWALLA**, having **PAN: AEGPD6709K**, **AADHAAR NO: 408141012169**, **M-9830262399**, daughter of Late Augustine Robert D Cruz, by faith-Christian, by occupation-Service, residing at Mani Residency 2nd Floor Flat No.2A, 30/2A C.N. Roy Road Kolkata-700039 under Post Office and Police Station Tiljala and (4) **MR. ANGELO ROBERT D CRUZ**, having **PAN: AJRPD6057E**, **AADHAAR NO: 915021964057**, **M-9830160156**, son of Late Augustine Robert D Cruz, by faith-Christian, by occupation-Service, residing at 14, New Shibrampur, Greenfield City, Tower No.81, Flat No.2B Kolkata-700141 under Post Office and Police Station Sarsuna hereinafter collectively referred to as the "**OWNERS**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and or assigns) of the **FIRST PART**.

AND

ATK REALTORS LLP having **PAN: ABKFA4829J**, a limited liability partnership firm constituted under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at 63 Rafi Ahmed Kidwai Road Kolkata-700016 under Post Office & Police Station Park Street represented by its designated partner **SYED ABRAR IMAM** having **PAN: AAHPI8261L**, **AADHAAR NO: 674402357855**, **M-9831049016**, son of Late Syed Mohammad Nemet Imam, by faith Islam, by occupation Business,

being Citizen of India and residing at Block 5, Flat 4A,72 Tiljala Road Kolkata-700046 under Post Office Gobinda Khatick & Police Station-Beniapukur hereinafter referred to as the "**DEVELOPER**" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its legal representatives, successors-in-interest/office, nominees and assigns) of the **SECOND PART**.

WHEREAS one Mrs. Mary Winifred Erle (since deceased) of 43 Ekbalpore Road, Kolkata- 700023 owned and possessed several immovable properties viz. premises Nos. 43, 44, 45, 46 Ekbalpore Road, 37 & 43 Dent Mission Road, 75 Diamond Harbour road and 27 Ekbalpore Lane, Kolkata - 700023, she died leaving behind her two sons viz. eldest son Redmond Percival Morris Earle and younger son Neville William Earle as her only successors and legal heirs. The said Mary Winifred Earle also left behind her last will and testaments giving and bequeathing her properties between her two sons i.e. premises Nos. 44, 45, 46, Ekbalpore Road and 43, Dent Mission Road in favour of his elder son and premises No.43, Ekbalpore Road, premises No.37 Dent Mission Road, Premises No.75, Diamond Harbour Road and premises No.27, Ekbalpore Lane, Kolkata-700023 in favour of her youngest son Neville William Earle. Redmond Percival Morris Earle was appointed as the sole executors of the said last will. Accordingly Redmond Percival Morris Earle took the probate of the said will through O.S. Suit No.109 of 1953 from the Court of the Learned 7th Sub ordinate Judge at Alipore and thus by virtue of the said probated will Neville William Earle became the absolute owner of premises Nos. 43, Ekbalpore Road , 75, Diamond Harbour Road , 37, Dent Mission Road and 27, Ekbalpore Lane. The said Neville William Earle executed a registered will on 18th February 1955 appointing therein one Sati Bhusan Dutta, an Advocate as sole executor of his last Will. Neville William Earle bequeathed his movable, immovable properties with the direction to sale the same and out of the sale proceed to pay Rs.25000/- (Rupees Twenty five thousand) only to one Miss Mary Litchford and half of the remaining amount to his sole executor and the rest half to one Mr. Herbert Cyril son of Mr. H.C.Lloyd of 62, Ekbalpore Road, Calcutta- 700023.

AND WHEREAS the said Neville Willium Earle breathed his last on 18th July, 1958, at the residence of R.P.M. Earle, keeping his Original Will in the custody of his elder brother R.P.M. Earle. The sole executor of Neville Willium Earle tried his level best to procure the said Registered original will from the possession of R.P.M. Earle but failed and ultimately renounced his executorship. Thereafter MR.HERBERT CYRIL LLOYD, one of the legatees of the last will of Neville Willium Earle, applied for grant of letter of administration before the Learned District Delegate, 24 Parganas and the same was registered as Case No.37 of 1964 and the same was renumbered as original suit No. 8 of 1967 and ultimately dismissed for default. Thereafter Herbert Cyril Lloyd bequeathed all his Estate , Present and future, which he possessed under the Will of Neville Willium Earle as one of the legatees in favour of One Mr. Augustine Robert 'D' Cruz before his death on 4th November , 1978.

AND WHEREAS the said Augustine Robert 'D' Cruz after the death of Herbert Cyril Lloyd applied for the probate of the will bequeathed in favour of him and learned Court of Additional District Judges 11th bench at Alipore was pleased to grant probate of the same in favour of Augustine Robert 'D' Cruz on 29.6.83. Subsequently the said Augustine Robert 'D' Cruz made an application afresh for obtaining letter of administration of the estate of Neville Willium Earle upon obtaining leave to call for the certified copy of the registered will of the said Neville Willium Earle which was kept in the safe custody of the learned Court in connection with the O.S. Case No. 8 of 1967 and the said application was mentioned as O.S. Case No. 5 of 1981 of the Learned Court of Additional District Judge, 11th bench at Alipore and after various proceeding the said O.S. Case No. 5 of 1981 was decreed in favour of the said Augustine Robert 'D' Cruz on 5th February, 2002. An appeal was preferred against the said decree by Sri Gobardhan Seal and others in the High Court at Calcutta being F.A. No.363 of 2002. The appeal was dismissed by His Lordship Mr. Justice A.N.Roy. The said Appellant filled an application for restoration of the said appeal in the self same Hon'ble Court under CAN No.4195 of 2003. The said application was heard by His Lordship Mr.

Justice A.N.Roy and His Lordship Mr. Justice Indira Bhattacharya and they were pleased to pass the following order the application for restoration is thus dismissed. And thereby Augustine Robert D Cruz became absolute owner in respect of the properties lying and situate at premises No.43 Ekbalpore Road, 37, Dent Mission Road, 27, Ekbalpore Lane and 75, Diamond Harbour Road etc. with building standing thereon.

AND WHEREAS Augustine Robert D Cruz became the absolute owner in respect of Premises No.27 Ekbalpore Lane Calcutta and seized and possessed of the same by recording his name in the records of the Kolkata Municipal Corporation.

AND WHEREAS the said Augustine D Cruz died intestate on 24/10/2012 leaving behind him his wife Cecelia Margaret D Cruz, one son Angelo Robert D Cruz and two daughters namely Rosalind D Cruz and Cabrini Bagwalla, who after demise of the said Augustine Robert D Cruz inherited his right, title and interest in respect of the aforesaid property and became joint owners and got their names recorded in the records of the Kolkata Municipal Corporation as owners thereof.

AND WHEREAS the said owners are seized and possessed of All that piece and parcel of land measuring an area of 35 Cottahs together with one single storied structure measuring about 7200 square feet situated at Premises No.27 Ekbalpore Lane Kolkata-700023 under P.O. Kidderpore, P.S. Ekbalpore, District South 24 Parganas, Ward No.78 of the Kolkata Municipal Corporation, more fully and particularly mentioned and described in the schedule written hereunder and hereinafter referred to as the "said Property/Premises" are desirous to develop the said property for commercial exploitation and have resolved to develop the said property through a reputed Promoter/Developer company having sound financial and infrastructural competency and credibility in the field of developing of land and/or premises in the city.

AND WHEREAS the said owners have approached the within named Developer being one of the known high ranking real estate developer and promoter in the city to undertake development of the said premises/property on joint venture basis and the developer having accepted to take on such development project, the Owners have agreed to allow and permit the Developer to develop the said premises/property by demolishing old building/structures and constructing new multistoried building in accordance with law entirely at the costs, expenses, risks and responsibility of the Developer under the terms, conditions, stipulations, covenants and consideration herein after appearing.

AND WHEREAS the Developer in the mean time made searches regarding the title of the Owners and made itself satisfied towards the lawful right, title and interest of the Owners in respect, of the property and upon scrutiny and verification of documents as referred to above, also satisfied itself about the title of the Owners pertaining to the said property and has discussed with the Owners regarding the terms, conditions and covenants upon which the development of the said property can be undertaken and after such discussion the Developer has agreed to develop the said property by utilizing land space with maximum commercial exploitation for mutual benefit and profits of both Owners and Developer in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation and parties have as such agreed to enter into this Joint Venture Agreement on the terms, conditions, covenants and consideration hereinafter appearing.

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

ARTICLE-I
DEFINITIONS

- A) In this agreement unless it be contrary or repugnant to the subject or context the following words and/or expressions shall mean as follows:

- i) **"THE OWNERS"** shall mean 1. Cecelia Margaret D Cruz 2. Rosalind D Cruz 3. Cabrini Bagwalla 4. Angelo Robert D Cruz named above and their heirs, executors, administrators, legal representatives and or assigns.
- ii) **"THE DEVELOPER"** shall mean and include ATK Realtors LLP, a limited liability partnership firm constituted under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at Premises No. 63, Rafi Ahmed Kidwai Road, Kolkata-700016 under Post Office and Police Station Park Street, and includes its legal representatives, successors-in-interest/office, nominees and assigns.
- (iii) **"THE PREMISES" & "PROPERTY"** shall mean All that piece and parcel of land measuring an area of 35 Cottahs together with one single storied structure measuring about 7200 sqaure feet situated at Premises No.27 Ekbalpore Lane Kolkata-700023 under P.O. Kidderpore, P.S. Ekbalpore, District South 24 Parganas, Ward No.78 of the Kolkata Municipal Corporation and more fully and particularly described and mentioned in **FIRST SCHEDULE** hereunder written or howsoever else the said premises were or are or shall be known numbered called or distinguished.
- iv) **"THE LAND"** in entirety shall mean the revenue free and free hold land comprised in the aforesaid premises admeasuring a total area of 35 Cottahs be the same a little more or less and situate lying at and forming part and portion of Premises No.27 Ekbalpore Lane Kolkata-700023 more fully described in the **FIRST SCHEDULE** hereunder written.
- v) **"ARCHITECT"** shall mean any qualified person or persons or reputed firm or firms of architect to be nominated and appointed

by the Developer as Architect or Architects can act as an Architect of the building to be constructed and infrastructural facilities and amenities to be developed and provided on the land comprised in said premises at the cost and expenses of the Developer.

- vi) **"THE BUILDING PLAN"** shall mean the map or plan for the proposed construction of multistoried building(s) at the said premises for commercial as well as residential use required to be sanctioned by the Kolkata Municipal Corporation in accordance with provisions of the Kolkata Municipal Corporation Act, 1980 as amended till date and the Building Rules framed there under subsequent modification /amendment in the said plan with prior sanction of the said sanctioning authority in accordance with law.
- vii) **"THE NEW BUILDING/PROPOSED BUILDING"** shall mean and include the proposed construction of one New Building for residential as well as commercial purpose as may be permitted by law in force consisting of ground and upper floors and all other areas constructed or otherwise all car parking spaces and any or all saleable areas to be developed and erected and/or available for sale in or upon the said land comprised as per the building plan to be sanctioned by the Kolkata Municipal Corporation and the other authorities concerned.
- viii) **"SALEABLE SPACE"** shall mean built-up and/or constructed space, being residential, commercial and car parking spaces in the proposed building available for independent use enjoyment and occupation together with the provisions for common areas, path/drive ways and common facilities and amenities and the space required thereof.
- ix) **"COMMON PORTIONS, FACILITIES & AMENITIES"** shall mean and include all the common areas and installations i.e be comprised in the proposed building and at the premises, i.e.

corridors, staircases, landings, lobbies, pathways, lift shaft, driveways, boundary walls, durwans/security guards room, main gate, side spaces, park ways, underground reservoirs, overhead tanks with means of access, water distribution system overhead lift room, electric meter room, pump room, outer wall of the main building, tap water lines, rain water pipe lines, waste water pipe lines, sewerage lines, lift, and other service areas and facilities whatsoever required for the establishment location, enjoyment, provisions, maintenance and/or management of the building and/or the common facilities and amenities or any of them thereon as the case may be.

x) **"THE OWNERS ALLOCATION"** shall mean and include 45% of the total sanctioned built-up/covered area of the proposed building to be erected on the land comprised in the said premises/property in accordance with building plan to be sanctioned by the Kolkata Municipal Corporation with all common facilities, amenities, fittings, fixture, paints etc. in fully complete and habitable conditions as per specifications as set out hereunder together with undivided, proportionate, share and interest in the land pertaining to the above said building and said premises and proportionate right to use and enjoy the common areas, facilities, amenities, spaces, passages, parts and portions including roof of the above said building and other amenities and facilities to be attached with and attributable to the said Owners allocation.

xi) **"THE DEVELOPER'S ALLOCATION"** shall mean the remaining 55% of the total sanctioned built-up/covered area of the proposed building to be erected on the land comprised in the said premises/property in accordance with building plan to be sanctioned by the Kolkata Municipal Corporation with all common facilities, amenities, fittings, fixture, paints etc., in fully complete and habitable conditions as per specifications as set out hereunder

together with undivided, proportionate, share and interest in the land pertaining to the above said building and said premises and proportionate right to use and enjoy the common areas, facilities, amenities, spaces, passages, parts and portions including roof of the above said building and premises and other amenities and facilities to be attached with and attributable to the said Developer's Allocation.

- xii) **"COMMON EXPENSES"** shall mean and include all expenses to be incurred by the flat/ unit/ room Owners proportionately for the management, maintenance, preservation and protection of the building, common infrastructures, installations, fittings and fixture and the premises after obtaining completion/occupancy certificate from the Kolkata Municipal Corporation.
- xiii) **"PROPORTIONATE SHARE"** shall mean with all its cognate variations shall mean such ratio, the covered area of any flat/Unit or Units/flats be in relation to the covered area of all the flats/units in the proposed new building.
- xiv) **"UNIT/FLAT"** shall mean any flat, commercial or residential other covered area in the proposed new building which is capable of being exclusively owned, used and/or enjoyed by any unit Owners and which is not the common portions.
- xv) **"UNIT/FLAT OWNERS"** shall mean any person who acquires and holds and/or owns any unit/flat/commercial space in the new building and shall include the Owners and the Developer, for the unsold units held by them, from time to time.
- xvi) **"TIME"** shall mean the building shall be completed with all common infrastructural facilities and amenities at the premises

within 60 (sixty) months from the date of execution of this instant development agreement.

- xvii) **"SOCIETY"** shall mean the Society or Association to be formed for the purpose of maintenance of the new building and the premises and for collecting and defraying the common expenses provided that until such Association/ Society is formed the Developer would be entitled to manage and/or maintain new building, and the premises and all its common areas, facilities and amenities and to collect the common expenses and maintenance charges at such rate as may be mutually agreed upon by the Owners and the Developer. Developer must assist information of Society/Owners Association and take a commitment from their respective nominated prospective buyers of flats/units about their concurrence to such formation of Society/Association and adherence to the rules and regulations and bye-laws of such Society/Association.
- xviii) **"SPECIFICATIONS"** shall mean the specifications for completing the new building as stated in the **SECOND SCHEDULE** hereto.
- xix) **"TRANSFER"** with its grammatical variations shall include a transfer by possession and by any other means adopted for effecting what its understood as a transfer of space in a multi storied building to the purchasers thereof and will include the meaning of the said terms as defined in the Income Tax Act.
- xx) **"TRANSFeree"** shall mean the person, firm, limited company, Association of persons to whom any space in the proposed building has been transferred after completion of construction in all respect in accordance with building plan to be sanctioned by the Kolkata Municipal Corporation but does not include agreement for sale holder.

- B) **THE OWNERS HAVE REPRESENTED TO THE DEVELOPER** as follows:
- i) There is no excess vacant land at the said premises within the meaning of the Urban land (Ceiling and Regulations) Act, 1976.
 - ii) That the Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said premises and the structures standing thereon mentioned herein above and the Owners shall retain possession of the said property until the said premises/ property is fully developed by the Developer on the terms, conditions and consideration agreed hereunder.
 - iii) That the entirety of the said premises mentioned herein above is in actual and physical possession of the Owners.
 - iv) That the Owners have not received any notice for acquisition or requisition of the said premises mentioned herein above or any part or portion thereof under any of laws for the time being in force, Neither the premises, nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of law or due to Income Tax, Revenue or any other public demand.
 - v) That the Owners have not entered into any Agreement for Sale, Lease, Development or otherwise for transfer and/or development of the said premises mentioned herein above or any part or portion thereof in favour of any one other than in favour of the Developer herein.

- vi) That the Owners are not aware of any impediment affecting the said premises mentioned herein above whereby they are in any way barred from entering into this Agreement.
- vii) That the Owners are fully and sufficiently entitled to deal with develop and/or dispose land and proposed and thus they are competent to enter into this Joint Venture Development Agreement.

ARTICLE - II
COMMENCEMENT

- 2.1 This agreement shall be in force from the date hereof and subsequently time may be extended by the consent of the Owners during the course of development and construction of proposed new building.

FORCE MAJURE

- 2.2 This agreement shall cease to operate only in the event of complete transfer and registration of all the Developer's allocated saleable space in the new proposed building by the Developer in the manner as provided herein which shall be preceded by construction and delivery of possession of the Owners' allocation.

ARTICLE-III
DEVELOPER'S RIGHT & REPRESENTATION

- 3.1 The Owners hereby grant subject to what has been herein under provided exclusive right and authority to the Developer to develop the said property/premises fully described in the Schedule written hereunder and to construct multi storied New building (s) and infrastructural facilities and amenities at the said premises at their own costs and risks in accordance with the plan or plans as to be sanctioned by the Kolkata Municipal Corporation and/or by any

other appropriate authority with or without any amendment and/or modification.

- 3.2 All applications, plans and other papers and documents as may be required by the Developer for obtaining necessary sanction of plan/revised plan from the Kolkata Municipal Corporation, shall be prepared or caused to be prepared through reputed and competent Architect (s) to be appointed at the sole discretion of the Developer and shall be submitted by the Developer on behalf of the Owners at the cost and expenses of the Developer and the Owners shall sign and execute all such plans and applications, other papers and documents as and when necessary and the Developer shall pay and bear all fees charges and expenses required to be paid or deposited for obtaining sanction of plan and development of the said premises including Architect's to bear any cost whatsoever.
- 3.3 That save and except the areas comprised in Owners allocation the Developer shall have full rights to execute any agreement for sale in respect of flats and other saleable spaces to be comprised the Developer's allocation and to receive advance, earnest or part payment money against the said flats and saleable spaces but cannot handover the flat till the possession of Owners Allocation is given to the Land Owners.

ARTICLE-IV

DEVELOPER'S OBLIGATIONS

- 4.1 In consideration of Owners having allowed and permitted and/or agreeing to allow and permit the Developer herein to realize and/or recover the developer's investment to be made in promoting and developing the said premises/property with profits out of and from the Developer's Allocation the Developer shall at their own costs, expenses, risk and responsibility develop the said premises and

erect and construct the new building in accordance with the building plan and/or plans sanctioned by the Kolkata Municipal Corporation under the provisions of the Kolkata Municipal Corporation Act, 1980 and the Building Rules framed there under as amended up to date.

- 4.2 The Developer shall pay a sum of Rs.27500000/- (Rupees Two Crores seventy Five Lakhs) only as and by way of interest free security deposit in the following manner: a) At or before the time of execution of this agreement Rs.7500000/- (Rupees Seventy Five Lakhs) only. B) Balance sum of Rs.20000000/- (Rupees Two Crores) only on sanction plan by Kolkata Municipal Corporation. The aforesaid deposit shall be refundable by the Owner to Developer at the time of delivery of Owners Allocation in complete habitable condition
- 4.3 The Developer shall develop, construct and provide all infrastructural facilities and amenities at the said premises inclusive of all such essential supplies excluding individual electric connection.
- 4.4 The Developer shall keep the Owners indemnified against all actions, suits, proceedings, claims or demands, costs, charges and expenses arising out of the acts and conduct of the Developer in the matter of development and/or demolition and/or construction over the said premises in any manner whatsoever or arising out of this agreement and in the matter of and arising out of deviation and/or violation of the Municipal Laws and/or any-statutory Central or Local Acts and Rules and Regulations framed there under.
- 4.5 The Developer shall be solely and absolutely liable and/or responsible for the costs, charges and expenses of any nature or

sort to be incurred for the development of said premises, demolition of existing structures, and construction of new building(s) and infrastructural facilities amenities in terms of this agreement and the Developer firmly undertakes to keep the Owners and each one of them absolutely indemnified and harmless against all actions, suits, proceedings, claims or demands, costs, charges and expenses arising out of the aforesaid obligations and responsibility and/or liability of the Developer.

- 4.6 The Developer shall keep the said premises free from all encumbrances, charges, liens or claims save and except, creating encumbrance in the form of entering into agreement for sale with prospective buyers to be nominated by them in respect of flats /units/ salable spaces to be comprised in the Developer's Allocation.
- 4.7 Immediately after the execution of this Agreement the Developer shall at its own cost and expenses prepare or cause to be prepared a plan for construction and erection of a new residential cum commercial building at the said premises and the Developer shall submit the same before the Kolkata Municipal Corporation for sanction.
- 4.8 The Developer will be allowed to dismantle the existing structure at its own cost, risks and responsibility and the Developer will have the right to sale of the dismantled material and enjoy the sold value.
- 4.9 The Developer shall use and/or cause to be used such standard building materials as shall be specified by the licensed building surveyor or registered Architect of the Building **PROVIDED HOWEVER** proportion and quality of such materials shall confirm

to the accepted standard of I.S. Specification and the building rules regulations and/or orders in force for the time being.

4.10 The building shall be erected constructed and completed by the Developer and shall consist, of the specification provided in **SECOND SCHEDULE** hereunder written and all flats/units as well as common areas and facilities shall consist of and be provided with materials, fixtures, fittings, and facilities as per specification hereunder written.

4.11 The Developer shall construct and complete the New building under its direct supervision and control and with the best workmanship and like manner and shall comply with all statutory, regulations, building rules and statutory stipulations from time to time to be imposed or as would, be made applicable and the Developer shall remain responsible and liable for fulfillment of the terms and obligations contained herein.

4.12 All costs, charges, fees, levies, impositions, statutory payments, taxes and expenses of whatever name called for erection, construction and completion of the said building, its materials, fittings and fixtures in all respect including connections of water, sewerage, electricity and other connections in accordance with law and other amenities for the building shall be paid and borne by the Developer and the Owners have no responsibility and/or liability towards payment of any dues, liabilities, costs, charges and expenses by whatever name called relating to and/or liability towards payment of any dues, liabilities, costs, charges and expenses by whatever name called relating to and/or arising there from in any manner of whatsoever nature. However to avoid any future doubts, it is made clear that the costs, deposit and charges for individual and separate electricity meters for the respective flat/unit and proportionate costs and expenses for the main 440

volt connection and installation of transformer, if required, switch gear and/or other electric equipments shall be borne by the concerned unit Owners and the Developer shall have no financial liability for the same. It is further made clear that the old outstanding dues of electricity in respect of the said premises will on Owners part and the Developer shall have no financial liability for the same.

- 4.13 The Developer shall be responsible and liable for payment of and/or meeting all costs, charges, fees, levies and expenses of the building material all permissions, licenses, quota as and other requirements for erections, construction and completion of the building in totality, under no circumstances the Owners shall be responsible or liable for payment of any amount of whatsoever nature or on any account either to the Developer or to any other person or otherwise for erection, construction and completion of the said newly proposed building or any part thereof or on any other account or for any other acts, deeds, obligations and things by whatever name called that may be done executed or performed by the Developer. The Developer shall at its own costs and expenses, cause to be required for supply of standard building materials so as to ensure the progress of erection, construction and ultimate completion of the building within the time specified herein.
- 4.14 While dealing with and/or entering into any Agreements and/or dealing with commitments relating to the Developer's allocated portion (as defined herein before) or any part thereof, the Developer shall fully comply with observe, fulfill and perform the requirements under the law and while incorporate and ensure fulfillment and compliance of all restrictive conditions and covenants contained herein, save and provided hereinafter, the

Owners shall not be responsible or liable for any commitments that may be made by the Developer.

- 4.15 In the event of any loss or injury or damages being caused of any nature or in any manner whatsoever including injury and/or damage to any person or persons or property of or any loss of life due to construction process, the Developer shall be solely liable and responsible for the same and the consequences arising therefore in all respect and shall at all point of time keep the Owners indemnified for the same and all consequences. It is specifically agreed and understood that the Owners shall not be responsible and/or liable either for any act or mode and manner of construction, defects, deviations, damages or any proceedings if initiated by any person(s) and/or authority relating to and or arising out of erection, construction or completion of the said newly proposed building or any part thereof. All actions, proceedings and consequences arising there from shall be attended to, defended, prosecuted and complied with and faced by the Developer at its own costs and expenses and shall keep the Owners indemnified from all or any loss damages, costs and consequences, suffered or incurred there from.
- 4.16 Notwithstanding anything contained or stated herein, all labours, workers, supervisors and other employees or persons by whatever definition employed, engaged, deputed, appointed or required for erection, construction and completion of the building shall be regarded as the Developer's employees or workmen and the Owners shall have no concern with them and not be responsible or liable for meeting any obligations in any manner whatsoever.
- 4.17 The Developer shall be solely responsible for and make and pay all payments, wages, dues, contributions, entitlements contractual and/or statutory obligations and requirements of the workmen,

supervisors, workers, labours, employees, Architects and others by whatever name called or described appointed, deputed or engaged or required or on site for the erection, construction and Completion of the said newly proposed building and every part thereof and the Owners shall under no circumstances be deemed to be the employer and no responsibility and/or liability will shift upon them and the Developer shall keep the Owners indemnified from all or any claim, damages, payments costs and consequences suffered or incurred there from.

- 4.18 The Owners shall not be answerable or liable for any mode, part or nature of construction or for any materials to be used in course of or relating to erection construction and completion of the building or any part thereof provided standard materials.
- 4.19 Disputes, if any, arising out of in respect of the said property, the same shall be resolved by the Developer at the cost of the Owners.
- 4.20 The Developer shall have no right to obtain any Loan from any financial institutions and/or banks, by mortgaging the 'said land'.
- 4.21 It is mutually agreed amongst the parties herein that, before placing the Architects Drawing of the Building Plan for sanction by the Kolkata Municipal Corporation, the Owner Allocation will be clearly demarcated with the written consent of the Owners herein.
- 4.22 The Developer will not cause to demolish any part of the old existing building and/or structure contained in the 'said land', before obtaining the building sanctioned plan from the Kolkata Municipal Corporation. Also, the Developer will not entry into any agreement and/or agreement for sale with any third party before obtaining the building sanctioned plan from the Kolkata Municipal Corporation.

ARTICLE-V
OWNERS OBLIGATIONS

- 5.1 The Owners shall hand over to the Developer peaceful and vacant khas possession of the said premises/property in its entirety immediately after execution of the instant agreement. However shifting and reshifting of the existing occupiers/trespassers will be solely dealt by the Developer subject to them being accommodated in owners allocation. The Developer shall provide the shifting of occupiers/trespassers after the sanctioned plan is granted by the Municipal Authority.
- 5.2 The Owners shall either themselves or through their lawfully constituted attorney or attorneys to be nominated by the Developer sign and execute all plans, drawings, specifications, elevations, forms, applications and all other papers and verify and affirm required affidavits and declarations as may be required from time to time for all or any permissions, consent sanction or license required under the law in connection with or relating to or arising out of construction erection and completion of the said building or as may be required from time to time in accordance with law.
- 5.3 Simultaneously with the execution of this agreement Owners shall provide the Developer with appropriate registered power which relate to couple of interest and to be guided under section 202 to 205 of the Indian Contract Act and Section 32 to 35 of the Indian Registration Act as and or may be required in connection with sanction, construction, erection completion of the new building and to appear for and represent the Owners before all concerned authorities and to make sign and execute applications, declarations and other relevant papers and documents to appropriate authorities for obtaining all quotas, entitlements, permits, licenses and other allocations of building materials and/or

for temporary and permanent connections of water, sewerage and electrical etc. or as may required, from time to time, in accordance with law and/or otherwise concerning negotiations and to enter into agreement for sale for transfer of flats, and other spaces to the intending purchasers after handing over the owners area thereof and to sign and present for registration of Deed of Conveyance relating to Developers Allocation before the concerned authorities and all cost and expenses in respect of execution and registration of such Power of Attorney shall be borne by the Developer and in this respect the Owners hereby appoint, the Developer as their Lawfully Constituted Attorney to do all the acts, deeds and things for completion of the newly proposed building at the aforesaid premises and to sell (not before the handing over of owners allocation) transfer and convey flats and other saleable spaces in the proposed new building to be comprised in the Developer's Allocation and execute deed of conveyance (s) in favour of prospective buyers pertaining thereto and present and cause registration thereof before competent registering authority.

- 5.4 The Owners shall not during the currency of this agreement or pending completion of the project and/or execution and registration of the deed of conveyance (s) and/or at any time in respect of the Developer's allocation till delivery of the Owners Allocation is made as per specifications and as per the terms and conditions contained herein in any manner encumber, mortgage, charge, let out or create third party interest or otherwise deal with, dispose of or enter into agreement in respect of the said premises/property or any part or portion thereof.
- 5.5 The Developer shall be liable to settle and responsible to settle pre and post agreement or disputes if any in respect of the title of the said premises or any part thereof on in any way connected therewith at their own costs and expenses.

- 5.6 The Owners shall be bound to render all necessary assistance and cooperation to the developer in negotiating with the prospective buyers/transferees and to enter into agreement for sale and/or transfer of Developer's allocation in respect of the units in the proposed building and in receiving and/or realizing the earnest money, part payment and full consideration money and shall allow the developer to recover its costs of construction and all incidental expenses and profits thereto by selling and/or using the Developer's Allocation.
- 5.7 The Owners shall keep the Developer indemnified against all actions, suits, proceeding, claims or demands, cost, charges and expenses arising out of the acts of the Owners or relating to the title of the said premises in any manner whatsoever or arising out of this agreement.

ARTICLE-VI

- 6.1 In the event the Owners are desirous of having any additional or special type of fittings other than that provided hereunder written in their allocated portion or any part thereof, the Developer shall have the same duly provided subject to the costs, charges and expenses for the said fittings and fixtures shall be separately paid and borne by the Owners immediately on demand by the Developer. However to be more specific the Owners shall be entitled to the items mentioned in the specification more fully described in the second schedule hereunder written, without any cost, value or expenses.
- 6.2 The land upon which the said building shall be erected and constructed and appurtenant thereto as also the common areas facilities and amenities to be provided for and/or at the said

building shall always remain common, impartible and undivided whereas the Owners shall be at liberty to deal with their allocated portions together with the undivided proportionate part or share of the land as well as the common areas and facilities in accordance with law.

6.3 The format of the Draft, Indenture of Conveyance, that may be required to be executed and registered by the Owners unto and in favour of the Developer and/or its nominee or nominees in respect of and/or relating to the Developer's allocated portions and/or any part thereof shall be prepared by the Developer's Advocate Mr. Bhupendra Gupta of M/s H.N.Datta & Co. 6. Old Post Office Street, Kolkata - 700001 and to be approved by the Owners and the Owners shall only execute indenture of Conveyances) unto and in favour of the Developer and/or its nominee or nominees at the cost of the Developer or its nominee/nominees as the case may be subject to the terms and conditions provided herein.

6.4 Subject to the above restrictions and conditions contained herein the Developer shall be entitled to enter into any contract or agreement relating to their allocated portions or any part thereof with intending purchasers of flats falling under developer's allocation on such terms and condition and stipulations as it may deem fit and proper in accordance with law and the Owners shall execute required Indenture, unto and in favour of the said intending purchaser or purchasers and cause the same registered in accordance with law and admit such execution registration provided however, all costs, charges and expenses of the required value of stamp duty, registration costs or incidental thereto shall be paid and borne by the Developer and/ or the, intending purchaser or purchasers as the case may be.

ARTICLE-VII
COMMON OBLIGATION

- 7.1 On and from the date of completion of the building in accordance with law and obtaining possession of Owners allocation the Owners as well as the Developer shall comply with and/or ensure compliance with the under mentioned requirements and restrictions, without any default.
- a) To pay punctually and regularly for its allocations all rates taxes, levies, fees, charges, impositions and outgoing to the concerned authorities or otherwise as may be mutually agreed upon by and between the parties hereto and/or the respective Owners and recorded in writing and the parties hereto shall keep each other duly indemnified against all claims actions demands costs charges and expenses and proceedings whatsoever directly or indirectly suffered by or be paid by either of them as the case may be consequent upon any default by the other.
- b) To pay punctually and regularly to pay their respective proportionate part of share of service charges for the common areas and facilities and until formation and registration of the said premises under provisions of the West Bengal Apartments Act and the rules framed there under, the Developer shall be entitled to collect and provide the required services thereof.
- c) To abide by all laws, rules and regulations and orders of the enactments the Government and/or local bodies or otherwise issued and/or imposed upon in accordance with law, as the case may be and shall attend to and answer and be responsible for any deviation, violation and/or breach thereof in any manner.

ARTICLE-VIII
MISCELLANEOUS

- 8.1 Simultaneously with the execution of this agreement the Owners shall hand over peaceful and vacant possession of the aforesaid premises in its entirety to the Developer and as from the date of delivery of possession of the said premises by the Owners in favour of the Developer, the possession of the said premises along with the rights of the Developer in respect of the said premises by virtue of this agreement and/or pursuance thereof shall not be obstructed or disputed or challenged or disturbed by the Owners provided the Developer is carrying on with the project in terms of this agreement.
- 8.2 It is understood that from time to time to facilitate the construction of the building by the Developer various acts, deeds matters and things not herein specified may be required to be done, executed and performed and for which the Developer shall require adequate powers and authorities from the Owners and for such matters, the Owners subject to their satisfaction shall provide all required power and authorities unto and in favour of the Developer as and when the same is or are required and called upon and to execute, sign all such additional applications and other papers and documents as may be required from time to time in accordance with law provided that those acts, deeds matters and things do not in any way infringe or prejudice the right of the Owners and or be contrary to the terms and stipulations contained in these presents or against the spirit thereof.
- 8.3 That after handing over possession of the Owners allocation the Developer shall remain liable for rectifying all defects in construction or otherwise in the Owners allocated portion and wants of proper construction in the Owners allocation or in respect

of any fittings, fixtures connections services or otherwise therein for a period of six months from the date of handing over such possession of the Owners allocation but subject to natural wear and tear.

- 8.4 The Developer shall deliver to the Owners, one copy of the sanctioned plan and revised plan if any certified by the Developer to be true copy.
- 8.5 It is clarified that all works of development shall be done, by the Developer at its own costs and expenses.
- 8.6 The consideration for the purposes herein shall be the construction costs of the Owners area to be incurred by the Developer and any further amounts if any agreed hereunder.
- 8.7 All municipal taxes and other outgoings in respect of the said premises up to the date of handing over possession of the said premises to the Developer shall be borne and paid by the Owners and thereafter shall be borne by the Developer. At the expiry of 30 [thirty] days from the date of obtaining completion certificate from the authorities, the Developer upon service to the Owners a notice of completion of the Owners allocation under the terms of this agreement, the liability of the Developer to pay the municipal taxes and other liabilities in respect of the Owners's allocation would cease to continue. It is further made clear that all Municipal Taxes (including interest and penalty) outstanding as on the date of execution of this development agreement till the date of handing over possession of the said premises to the Developer shall be borne by the Owners and the Developer shall have no financial liability for the same.

- 8.8 Within six months of the completion of the project, the Developer will assist the Owners and the other unit Owners to form an Association or body of flat Owners to be formed for the maintenance and management of the premises and the cost, of such formation and incidental thereto shall be borne by the Owners and the Developer or their respective nominees in their proportionate share.
- 8.9 The Developer shall remain liable for rectifying all defects in construction or otherwise in the Owners allocated portion and wants of proper construction in the Owners allocation or in respect of any fittings, fixtures connections services or otherwise therein for a period of six months from the date of handing over such possession of the Owners allocation but subject to natural wear and tear.
- 8.10 The Developer shall not transfer or assign this agreement or benefit thereto to any person, firm, company or corporate body and this development agreement shall not treated by any interpretation as partnership between the parties hereto which is not at all the intention of the parties.
- 8.11 Till such time the Association or body is not formed, the premises shall be managed and maintained by the Developer and the cost thereof as mutually agreed upon by the Developer and the Owners would be borne and paid by the Owners and the Developer or their nominees in their proportionate share. The rules and regulations for such management and maintenance shall be as such as may be duly agreed upon by the Owners herein and the Developer.
- 8.12 Each party shall be responsible and liable for their respective share of taxes and impositions relating to their respective allocations.

- 8.13 The certificate of the Architect relating to completion of construction/development and quality of construction materials as well as the costs incurred therefore shall be final.
- 8.14 The notice of completion issued by the Developer by registered post or by such similar acceptable mode addressed to the Owners and sent to their last known address or addresses intimating that the Owners area completed in the manner stated herein and is ready for delivery after obtaining the completion or occupancy certificate of the concerned or municipal authorities, shall completely absolve the Developer of its obligation to deliver the Owners area to the Owners under this Agreement.

ARTICLE-IX

FORCE MAJURE

- 9.1 The parties hereto shall not be considered to be liable for any obligation herein under to the extent that the performance of the relative obligations prevented by the existence of the **FORCE MAJURE** which shall mean and include flood, earth quake, riot, war, storm, tempest, civil commotion, strike, lock out, labour unrest, restraining and/or prohibitory order of the any Court of law or Tribunal or authority established under law and/or any other acts or commission beyond the control of the Developer affected thereby and also non availability of essential materials like cement, steel, etc. and shall be suspended from the obligation during the duration of the **FORCE MAJURE**.

ARTICLE-X

TIME FOR COMPLETION & HANDOVER

- 10.1 The proposed building shall be completed within 36 months from the date of sanction of the building plan

unless and until the Developer is prevented by force majeure. The Developer shall however be entitled to, and on request, one extension of six months after the expiry of 36 months, if necessary.

- 10.2 The completion of the building shall mean the completion of construction in all respect and issuance of the Completion Certificate or Occupancy Certificate by The Kolkata Municipal Corporation.
- 10.3 The Developer shall handover the Owners Allocation to the Owners after issuance of the Completion Certificate by The Kolkata Municipal Corporation.

ARTICLE XI

DEFAULT / EXIT CLAUSE & BREACHES AND CONSEQUENCES

- 11.1 In the event the Developer fails to commence the development work within 36 months from the date of signing this instant development agreement, the Owners will have liberty to terminate the instant agreement and return the interest free refundable deposit to the Developer.

ARTICLE-XII

JURISDICTION

- 12.1 All disputes and differences between the parties arising out of the meaning construction or import of this Agreement or their respective rights and liabilities as per this agreement shall be adjudicated upon in a competent civil court of law having territorial and pecuniary jurisdiction in District South 24 Parganas and in case of breach of any of the terms, conditions, covenants contained in this agreement either of the aggrieved party hereto shall always be entitled to specifically enforce this agreement and its terms, conditions and covenants against the other party through competent civil court in accordance with law in enforce.

- 12.2 The Hon'ble High Court and the District Court at Alipore shall have the jurisdiction to entertain and determine all actions and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE OF THE PROPERTY AS REFERRED TO ABOVE
DESCRIPTION OF PREMISES/PROPERTY

All that piece and parcel of land measuring an area of 35 Cottahs together with one single storied residential structure having cemented flooring measuring about 7200 square feet lying and situated at Premises No.27 Ekbalpore Lane Kolkata-700023 under P.O. Kidderpore, P.S. Ekbalpore, District South 24 Parganas, Ward No.78 of the Kolkata Municipal Corporation and butted and bounded as follows:

On the North by	:	Ekbalpore Lane
ON the East by	:	Partly by Premises No.25 Ekbalpore Lane and partly by Premises No. 24 Gulpara
On the South by	:	Partly by Premises No.8A Rajab Ali lane and partly by Premises No.9A Rajab Ali Lane, and
On the West by	:	Partly by Premises No.27A Ekbalpore Lane, partly by Premises No.27/1 Ekbalpore Lane, partly by Premises No.27/2 Ekbalpore Lane and partly by Premises No.27/3 Ekbalpore Lane

THE SECOND SCHEDULE ABOVE REFERRED TO
SPECIFICATION OF WORK
(MANNER OF COMPLETION OF THE NEW BUILDING)

Construction to be made and equipments, fittings and fixtures to be installed and provided in the building shall be standard quality and

according to the plans and advice of the Architect and including the following:


1. **FOUNDATION:** The foundations shall be reinforced cement concrete as per structural design by qualified and enlisted structural Engineers.
2. **SUPERSTRUCTURE:** The super structure of the building shall have reinforced cement concrete framed structure with reinforced cement concrete columns, beams and slabs as per soil test report and structural design.
3. **WALLS:** Walls of the building shall be 200 mm thick brick walls on the external face and 75/125 mm thick brick internal partition walls, with cement sand mortar using first class bricks.
4. **FINISHES:** All internal surfaces to be plastered with cement and mortar and finished with plaster of Paris. All external walls to be plastered and colour painted.
5. **FLOORING:** Flooring inside all flats shall be of regular quality tiles of regular sizes. Common areas/stair cases & lobby shall be finished with Marble.
6. **DOORS:** All door frames shall be of sal wood flush doors. Doors shall be 32 mm thick with oxidized steel hinges and tower bolts, doors & lock.
Bathroom doors shall, be of synthetic material.

7. **WINDOWS:** Shall be of sliding aluminum windows with glass.
8. **TOILET FITTINGS:** All toilet to have concealed plumbing for hot & cold water to include one European W.C, and one Indian W.C and one wash and reputed make CP fittings will include concealed stop cock, 1 bibcock. 1 shower with arm , Ceramic tile on walls upto 7 ft. height to be provided.
9. **KITCHEN FITTINGS/FIXTURES:** Black stone granite finish with steel sink to be provided along with floor washing arrangement one CP Bib Cock to be fitted together with concealed plumbing, kitchens, shall have ceramic tile of 2' ft. height above the counters, kitchen flooring shall be of Tiles.
10. **ELECTRICAL INSTALLATIONS:** Concealed copper wiring using ISI marked wires unto points, switch boards, switches, distribution boards and MCB but excluding fans and light fittings. Three light points, one fan point, one TV Point in living room, one 15 Amp point in dining and toilet each two light point and one exhaust fan point in kitchen and toilet. A.C. Point in two bed rooms.
11. **WATER ARRANGEMENTS:** Underground Reservoir for **K.M.C.** Water, overhead water tank, along with submersible pump, all inter connecting plumbing valves and delivery pipe lines to be installed.
12. **LIFT:** Five passenger lift.
13. **AMENITIES & FACILITIES:** a) One cable connection point in each flat b) Intercom facility from lobby to each flat/unit c) One common toilet for general use at the ground floor.
14. Boundary wall having 5-0" height.

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

SIGNED, SEALED AND DELIVERED by the **PARTIES** at Kolkata in the presence of:

WITNESSES:


 8/2, U.S. Jay Rd,
 Cell - 1

Rosalind D'Souza
 Cassini Bagwala
 Cecilia Margaret D'Souza
 Angelo Robert D'Souza

SIGNATURE OF THE OWNERS

2. Shaim Khan

ATK Realtors LLP
 Syed Abrar Imam
 Designated Partner

SIGNATURE OF THE DEVELOPER

Drafted by me:



(BHUPENDRA GUPTA)

Advocate

High Court at Calcutta

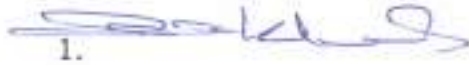
Enrolment No. WB/98/2001

REFUNDABLE SECURITY DEPOSIT RECEIPT

RECEIVED with thanks from the above named Developer a sum of **Rs.7500000/- (Rupees Seventy Five Lakhs)** only as refundable security deposit in respect of the said property/premises in presence of the following witnesses.

Date	In Favour of	Cheque No	Bank	Branch	Amount	
22-02-2019	CABRINI BAGWALLA	000405	ICICI BANK	PARK STREET	37 50 000 /-	
22-02-2019	CECELIA MARGARET D. CRUZ	000403	ICICI BANK	PARK STREET	18 75 000 /-	
22-02-2019	ANGELO ROBERT D. CRUZ	000404	ICICI BANK	PARK STREET	18 75 000 /-	
TOTAL					RUPEES SEVENTY FIVE LAKHS ONLY	7500000/-

Witnesses:-

1. 

2. Sham Khan

Diamond City West
Town 5-1C
18 to Chi Minh Swami
Kolkata - 700061

Cecilia Margaret D' Cruz
Keshav D' Cruz
Cabrinia Bagwalla
Angelo Robert D' Cruz

SIGNATURE OF THE OWNERS

SPECIMEN FORM FOR TEN FINGERPRINTS



Arlo Robert S'ang

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



Rosalind S'ang

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



Corbin Bagnalla

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



Cecilia Margaret S'ang

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

SPECIMEN FORM FOR TEN FINGERPRINTS



Syed Akbar Imam

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



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



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



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

Major Information of the Deed

Deed No :	I-1904-03082/2019	Date of Registration	25/03/2019
Query No / Year	1904-0000300031/2019	Office where deed is registered	
Query Date	20/02/2019 8:44:58 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Bhupendra Gupta Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9831123614, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than immovable Property, Receipt [Rs : 75,00,000/-]		
Set Forth value	Market Value		
	Rs. 5,94,44,096/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 75,105/- (Article:E, E, B, M(a), M(b), I)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Ekbalpore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Ekbalpore Lane, Premises No: 27, , Ward No: 078 Pin Code : 700023

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	35 Katha		5,48,54,096/-	Property is on Road
Grand Total :				57.75Dec	0 /-	548,54,096 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	7200 Sq Ft.	0/-	45,90,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 7200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		7200 sq ft	0 /-	45,90,000 /-	

Major Information of the Deed :- I-1904-03082/2019-25/03/2019

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mrs Cecelia Margaret D Cruz Wife of Late Augustine Robert D Cruz 14, New Shibrampur Greenfield City, Flat No: 3C, Tower No 17, P.O:- Sarsuna, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700141 Sex: Female, By Caste: Christian, Occupation: House wife, Citizen of: India, PAN No.:: AGFPD8288G, Aadhaar No: 27xxxxxxx3169, Status :Individual, Executed by: Self, Date of Execution: 22/02/2019 , Admitted by: Self, Date of Admission: 22/02/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 22/02/2019 , Admitted by: Self, Date of Admission: 22/02/2019 ,Place : Pvt. Residence
2	Mrs Rosalind D Cruz Daughter of Late Augustine Robert D Cruz Diamond City West Tower No.5, Flat No: 1C, 18, Ho - Chi - Min Sarani, P.O:- Sarsuna, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700061 Sex: Female, By Caste: Christian, Occupation: Service, Citizen of: India, PAN No.:: AHLPD2561R, Aadhaar No: 84xxxxxxx1480, Status :Individual, Executed by: Self, Date of Execution: 22/02/2019 , Admitted by: Self, Date of Admission: 22/02/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 22/02/2019 , Admitted by: Self, Date of Admission: 22/02/2019 ,Place : Pvt. Residence
3	Mrs Cabrini Bagwalla Daughter of Late Augustine Robert D Cruz Mani Residency, 2nd Floor, Flat No: 2A, 30/2A, C. N. Roy Road, P.O:- Tiljala, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700039 Sex: Female, By Caste: Christian, Occupation: Service, Citizen of: India, PAN No.:: AEGPD6709K, Aadhaar No: 40xxxxxxx2169, Status :Individual, Executed by: Self, Date of Execution: 22/02/2019 , Admitted by: Self, Date of Admission: 22/02/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 22/02/2019 , Admitted by: Self, Date of Admission: 22/02/2019 ,Place : Pvt. Residence
4	Mr Angelo Robert D Cruz Son of Late Augustine Robert D Cruz 14 New Shibrampur, Greenfield City, Flat No: 2B, Tower No 81, P.O:- Sarsuna, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700141 Sex: Male, By Caste: Christian, Occupation: Service, Citizen of: India, PAN No.:: AJRPD6057E, Aadhaar No: 91xxxxxxx4057, Status :Individual, Executed by: Self, Date of Execution: 22/02/2019 , Admitted by: Self, Date of Admission: 22/02/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 22/02/2019 , Admitted by: Self, Date of Admission: 22/02/2019 ,Place : Pvt. Residence

Developer Details :



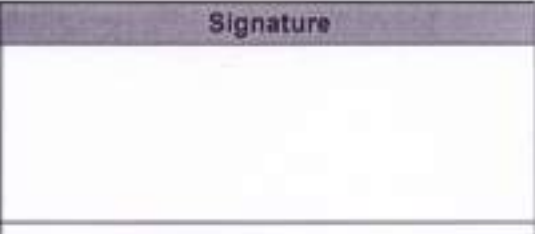
SI No	Name,Address,Photo,Finger print and Signature
1	ATK Realtors LLP 63, Rafi Ahamed Kidwai Road, P.O:- Park Street, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700046 , PAN No.:: ABKFA4829J, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Syed Abrar Imam (Presentant) Son of Late Mohammad Nemet Imam Block/Sector: 5, Flat No: 4A, 72, Tiljala Road, P.O:- Gobinda Khatick, P.S:- Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN - 700046, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: AAHPI8261L, Aadhaar No: 67xxxxxxx7855 Status : Representative, Representative of : ATK Realtors LLP (as Director)

Major Information of the Deed :- I-1904-03082/2019-25/03/2019

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Bhupendra Gupta Son of Late Dharendra Kumar Gupta 6, Old Post Office Street, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001			
Identifier Of Mrs Cecelia Margaret D Cruz, Mrs Rosalind D Cruz, Mrs Cabrini Bagwalla, Mr Angelo Robert D Cruz, Syed Abrar Imam			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mrs Cecelia Margaret D Cruz	ATK Realtors LLP-14.4375 Dec
2	Mrs Rosalind D Cruz	ATK Realtors LLP-14.4375 Dec
3	Mrs Cabrini Bagwalla	ATK Realtors LLP-14.4375 Dec
4	Mr Angelo Robert D Cruz	ATK Realtors LLP-14.4375 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mrs Cecelia Margaret D Cruz	ATK Realtors LLP-1800.00000000 Sq Ft
2	Mrs Rosalind D Cruz	ATK Realtors LLP-1800.00000000 Sq Ft
3	Mrs Cabrini Bagwalla	ATK Realtors LLP-1800.00000000 Sq Ft
4	Mr Angelo Robert D Cruz	ATK Realtors LLP-1800.00000000 Sq Ft

Endorsement For Deed Number : I - 190403082 / 2019**On 22-02-2019****Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 17:10 hrs on 22-02-2019, 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 5,94,44,096/-

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

Execution is admitted on 22/02/2019 by 1. Mrs Cecelia Margaret D Cruz, Wife of Late Augustine Robert D Cruz, 14, New Shibrampur Greenfield City, Flat No: 3C, Tower No 17, P.O: Sarsuna, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700141, by caste Christian, by Profession House wife, 2. Mrs Rosalind D Cruz, Daughter of Late Augustine Robert D Cruz, Diamond City West Tower No.5, Flat No: 1C, 18, Road: Ho - Chi - Min Sarani, , P.O: Sarsuna, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Christian, by Profession Service, 3. Mrs Cabrini Bagwalla, Daughter of Late Augustine Robert D Cruz, Mani Residency, 2nd Floor, Flat No: 2A, 30/2A, Road: C. N. Roy Road, , P.O: Tiljala, Thana: Tiljala, , South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Christian, by Profession Service, 4. Mr Angelo Robert D Cruz, Son of Late Augustine Robert D Cruz, 14 New Shibrampur, Greenfield City, Flat No: 2B, Tower No 81, P.O: Sarsuna, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700141, by caste Christian, by Profession Service

Indetified by Mr Bhupendra Gupta, , Son of Late Dharendra Kumar Gupta, 6, Road: Old Post Office Street, , P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Major Information of the Deed :- I-1904-03082/2019-25/03/2019

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

Execution is admitted on 22-02-2019 by Syed Abrar Imam, Director, ATK Realtors LLP (LLP), 63, Rafi Ahamed Kidwai Road, P.O:- Park Street, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700046

Indetified by Mr Bhupendra Gupta, , Son of Late Dharendra Kumar Gupta, 6, Road: Old Post Office Street, , P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate



Tridip Misra
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 26-02-2019

Payment of Fees

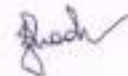
Certified that required Registration Fees payable for this document is Rs 75,105/- (B = Rs 75,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by by online = Rs 75,105/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 22/02/2019 2:12PM with Govt. Ref. No: 192018190359044201 on 22-02-2019, Amount Rs: 75,105/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 724093092 on 22-02-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by by online = Rs 70,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 22/02/2019 2:12PM with Govt. Ref. No: 192018190359044201 on 22-02-2019, Amount Rs: 70,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 724093092 on 22-02-2019, Head of Account 0030-02-103-003-02



Srijani Ghosh
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 25-03-2019

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

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

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 5,000/-
Description of Stamp

1. Stamp: Type: impressed, Serial no 109581, Amount: Rs.5,000/-, Date of Purchase: 22/02/2019, Vendor name: S Chanda



Tridip Misra
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Major Information of the Deed :- I-1904-03082/2019-25/03/2019

Major Information of the Deed :- I-1904-03082/2019-25/03/2019

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2019, Page from 151172 to 151227

being No 190403082 for the year 2019.



Digitally signed by TRIDIP MISRA
Date: 2019.03.30 12:41:01 +05:30
Reason: Digital Signing of Deed.

(Tridip Misra) 30-03-2019 12:40:52
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)