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A.R.A.

AB 015726

Doc No. 2 - 1806229/2021
 Amt. Rs. 21,89,000

Certificate that the instrument is admitted to
 Register and the fee and stamp duty
 under the provisions of the Act and the
 Rules thereunder have been paid.

[Signature]
 Additional Registrar
 of Assurances, Kolkata



Additional Registrar of
 Assurances, Kolkata
 27 JUL 2021

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 19th day of July
 Two Thousand and Twenty One (2021);

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BETWEEN

SMT. TILOTTAMA KESHRI alias **TILOTAMA KESHRI** having **PAN-AIFPK1767M, AADHAAR NO-623377219368, M-9334295956**, daughter of Late Basudeb Shaw, by faith Hindu, by Occupation Business, being Citizen of India and residing at C/O. Varun Kumar, 202, Shobha Apartment, Gorakh Nath Lane, Boring Road, Phulwari, Patna, Patna G.P. Bihar-800001, under Post Office GPO Patna and Police Station Buddha Colony, represented by her Constituted Attorney **SRI. TARAK NATH GHOSH** having **PAN-ADCPG6063A, AADHAAR NO-796297235537, MOBILE-8017020202**, son of Late Madhab Chandra Ghosh, by faith Hindu, by Occupation Business, being Citizen of India and residing at P-11, Scheme VI, CIT Road, Kankurgachi Kolkata-700054 under Post Office Kankurgachi and Police Station Phoolbagan hereinafter called and referred to as the "**OWNER**", [which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrator, representatives and assigns] of the **FIRST PART**

AND

ATK HOUSING & DEVELOPMENT LLP having **PAN: ABKFA5183B, LLPIN-AAL2818** 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-AAHPI8261I, AADHAAR NO-674402357855, MOBILE-9831049016**, son of Syed Mohammad Nemet Imam, by faith Islam, by occupation Business, being Citizen of India and residing at Heritage Srijan Park Block 5 Flat 4A, 72 Tiljala Road Kolkata-700046 Post Office-Gobinda Khatick, Police Station-Beniapukur, being authorized to represent the Firm by its resolution dated 15.07.2021, 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 Prem Lal Shaw, Madan Lal Shaw, Ishwar Narayan Shaw, were the owners of land and building lying and situated at Premises No. 9 Indian Mirror Street, Kolkata-700013, by way of inheritance from their mother Smt. Sundar Bala Dasi who acquired the property vide Deed of conveyance being No. 2387 and 2483 for the year 1942.

AND WHEREAS the legal heirs of Ishwar Narayan Shaw filed a partition suit being Suit No. 1305 for the year 1954 before the Hon'ble High Court at Calcutta against the legal heirs of Prem Lal Shaw and Madan Law Shaw.

AND WHEREAS a decree of partition was passed in the aforesaid Partition Suit and as per the said decree of partition the legal heirs of Prem Lal Shaw viz; Basudeb Shaw, Bishnudeb Shaw, Arundeb Shaw and Joydeblal Shaw were allotted the property lying and situated at Premises No. 9, Indian Mirror Street, Kolkata- 700013.

AND WHEREAS Basudeb Shaw died intestate on 09.10.1978, leaving behind him surviving his widow Smt. Sushila Debi Shaw, five sons viz; Ranjit Kumar Shaw, Sanjit Kumar Shaw, Binod Kumar Shaw, Pradip Kumar Shaw, Raj Kumar Shaw and four daughters viz; Smt. Kokila Keshri, Asha Keshri, Tilottama Keshri and Nilima Saha as his legal heirs who inherited his undivided share equally in the aforesaid property, by virtue of Hindu Succession Act 1956.

AND WHEREAS a suit for partition & administration Being Suit No.299 of 1993 was filed before the Hon'ble High Court at Calcutta by the legal heirs of Basudeb Shaw i.e, Raj Kumar Shaw, Binod Kumar Shaw, Pradip Kumar Shaw, Ranjit Kumar Shaw, Sanjit Kumar Shaw, Sushila Devi Shaw, Kokila Keshari, Asha Keshari, Tilottma Keshri, Nilima Saha against Joydeblal Shaw, Arundeb Shaw and Bishnudeb Shaw for partition of properties as stated therein.

AND WHEREAS during pendency of the aforesaid suit Joydeblal Shaw died intestate on 15.10.1996 and he was substituted by his son Sanjay Shaw,

wife Gayanwanti Shaw and daughters Jyoti Vinod Kesarwani, Neena Keshri, Nandini Kesarwani, Namrata Kesari, Sonia Kesarwani, Reshmi Shaw.

AND WHEREAS during pendency of the aforesaid suit Raj Kumar Shaw died intestate on 31.03.2001 and he was substituted by his wife Gayatri Devi Shaw, two sons, Anand Shaw, Sandip Shaw and one daughter Shakti Rani Shaw.

AND WHEREAS the aforesaid suit was compromised and in terms of the settlement filed therein the same was decreed and as such the parties of the First Part therein became owners of 33.50%, the parties of the Second, Third and Fourth Part therein became owners of 22.17% each in respect of Premises No.9 Indian Mirror Street Kolkata-700013.

AND WHEREAS Binod Kumar Shaw died intestate on 23.12.2011 leaving behind him surviving his wife Sumitra Devi Shaw and sons Chetan Shaw, Rohit Shaw and Pankaj Shaw who inherited his undivided share equally in the aforesaid property.

AND WHEREAS Smt. Gayanvati Shaw died intestate on 20.03.2013 leaving behind her, surviving her son Sanjay Shaw, and daughters Jyoti Vinod Kesarwani, Neena Keshri, Nandini Kesarwani, Namrata Kesari, Sonia Kesarwani, Reshmi Shaw as her legal heirs who inherited her undivided share equally in the aforesaid property, by virtue of Hindu Succession Act 1956.

AND WHEREAS Smt. Sushila Devi Shaw died intestate on 21.10.2013 leaving behind her surviving four sons viz; Ranjit Kumar Shaw, Sanjit Kumar Shaw, Binod Kumar Shaw, Pradip Kumar Shaw, one son Raj Kumar Shaw predeceased her and his share inherited by his wife, two sons and one daughter and four daughters viz; Smt. Kokila Keshri, Asha Keshri, Tilottama Keshri and Nilima Saha, as her legal heirs who inherited her undivided share equally in the aforesaid property, by virtue of Hindu Succession Act 1956.

AND WHEREAS in the year 2014 a survey was done wherein land on actual measurement comprised in Premises No.9 Indian Mirror Street Kolkata-700013 was found to be 16 Cottahs 8 Chittacks and 14 Square Feet and the same was recorded by way of Boundary declaration duly registered in the Office of Additional Registrar of Assurances-III, Kolkata in Book No.I, CD Volume Number 16, Pages from 1496 to 1507 Being No.03889 for the year 2014.

AND WHEREAS in the aforesaid facts & circumstances the said Tilotama Keshri is having **3.35 %** undivided share in the land measuring an area 16 Cottahs 8 Chittacks 14 Sq.ft; lying and situated at 9, Indian Mirror Street, Kolkata-700013, Police Station- Taltola, within the limits of Kolkata Municipal Corporation, in the District of Kolkata.

AND WHEREAS the Owners with an intention to cause construction at the said premises got a building Plan Sanctioned by the Kolkata Municipal Corporation in the year 2017, for a basement plus ground plus five storied building vide building permit No.2017060020 dated 26.7.17 for an area of 26535 Sq.ft. However due to scarcity of funds the owners could not proceed with same and even after grant of the sanctioned plan, there has been no change in the nature and character of the scheduled premises and there has been no development or new construction in the scheduled premises. The 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 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 right, title and interest of the Owners of the said premises and upon being satisfied towards the lawful right, title and interest of the Owners in respect, of the property at 9 Indian Mirror Street Kolkata-700013 under P.O

Dharamtalla & P.S. Taltola, Ward No. 51 of the Kolkata Municipal Corporation and more fully and particularly described and mentioned in **FIRST SCHEDULE** hereunder written 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 of the said premises 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 herein have 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 OWNER"** herein shall mean the said Tilotama Keshri having **3.35 %** undivided share in the land measuring an area 16 Cottahs 8 Chittaks 14 Sq.ft; lying and situated at 9, Indian Mirror Street, Kolkata-700013, Police Station- Taltola, and her heirs, executors, administrators, legal representatives and or assigns.

ii. **" THE OWNERS/THE OWNERS OF THE ENTIRE PREMISES"** shall mean [1] Smt. Gayatri Devi Shaw, [2] Sri. Anand Shaw [3] Sri. Sandip Shaw, [4] Smt. Shakti Rani Shaw, [5] Smt. Sumitra Devi Shaw, [6] Sri. Chetan Shaw, [7] Sri. Pankaj Shaw, [8] Sri. Rohit Shaw, [9] Sri. Pradip Kumar Shaw, [10] Sri. Ranjit Kumar Shaw, [11] Sri. Sanjit Kumar Shaw,

[12] Smt. Kokila Keshri, [13] Smt. Asha Keshri, [14] Smt. Nilima Saha, the Owners under serial Nos. 1 to 14 herein, are collectively having **30.15%** undivided share, [15] Sri. Arun Deb Shaw, the Owner under serial No.15 is having **22.17%** undivided share, [16] Sri. Bishnudeb Shaw, the Owner under serial No.16 is having **22.17%** undivided share, [17] Sri. Sanjay Shaw [18] Smt. Jyoti Vinod Keshrwani [19] Smt. Neena Keshri, [20] Smt. Nandini Keshrwani, [21] Smt. Namrata Keshrwani, [22] Smt. Sonia Keshrwani, [23] Miss. Reshmi Shaw the Owners under serial Nos. 17 to 23 are collectively having **22.17%** undivided share, [24] Smt. Tilotama Keshri, the Owner under serial No.24 is having 3.35 % undivided share in the land measuring an area 16 Cottahs 8 Chittaks 14 Sq.ft; lying and situated at 9, Indian Mirror Street, Kolkata-700013, Police Station- Taltola, within the limits of Kolkata Municipal Corporation, in the District of Kolkata.

- iii. **"THE DEVELOPER"** shall mean and include ATK HOUSING AND DEVELOPMENT 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.
- iv. **"THE PREMISES" & "PROPERTY"** shall mean 3.35 % undivided share in All that piece and parcel of land measuring an area of 16 Cottahs 8 Chittacks 14 Square Feet situated and lying at Premises No. 9 Indian Mirror Street Kolkata-700013 under P.O. Dharamatala & P.S. Taltola, Ward No.051 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.
- v. **"THE LAND"** in entirety shall mean the revenue free and free hold land comprised in the aforesaid premises admeasuring a total area of 16 Cottahs 8 Chittacks 14 Square feet be the same a little more or less and situate lying at and forming part and portion of Premises No. 9 Indian Mirror

Street Kolkata-700013 and the land for development shall mean 3.35 % undivided share in the aforesaid land i.e. an area equivalent to 8 Chittacks 38 Square Feet lying and situated at Premises No. 9 Indian Mirror Street Kolkata-700013 under P.O. Dharamatala & P.S. Taltola, Ward No.051 of the Kolkata Municipal Corporation a more fully described in the **FIRST SCHEDULE** hereunder written.

vi. **"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.

vii. **"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. That the Owners have already got the plan sanctioned for an area measuring about 26535 Sq.ft. in the year 2017, vide building permit No.2017060020 dated 26.7.17 for a basement plus ground plus five storied building.

viii. **"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 under 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.

- ix. **"SALEABLE SPACE"** shall mean built-up and/or constructed space, being residential, commercial and 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.
- x. **"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.
- xi. **"THE TENANT"** shall mean and include the persons who are legally occupying the area in the said premises being 9 Indian Mirror Street Kolkata-700013. Particulars of the Tenants and the area under their occupation and /or possession in the said premises are given herein below under the **THIRD SCHEDULE** under the heading of the **"LIST OF TENANTS"**.
- xii. **"THE OWNERS ALLOCATION"** shall mean and include 50% of the total sanctioned built-up/covered area in the proposed building to be erected as per plan already sanctioned by the Kolkata Municipal Corporation vide building permit No.2017060020 dated 26.7.17 in the year 2017 comprising an area of about **26535 Sq.ft.**, for a basement plus ground plus five storied building, on the land comprised in the said premises/property i.e. 9 Indian Mirror Street Kolkata-700013 in accordance with building plan, 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. However if in any circumstances the aforesaid building plan expires and/or is revised as per new building rules and/or a new plan is caused then the Owners will be entitled to 30% in the additional area, if any granted and/or permitted in the new plan over and above **26535 Sq.ft.**, in the existing plan.

- xiii. **"THE DEVELOPER'S ALLOCATION"** shall mean and include 50% of the total sanctioned built-up/covered area in the proposed building to be erected as per plan already sanctioned by the Kolkata Municipal Corporation vide building permit No.2017060020 dated 26.7.17 in the year 2017 comprising an area of about **26535 Sq.ft.**, for a basement plus ground plus five storied building, on the land comprised in the said premises/property i.e. 9 Indian Mirror Street Kolkata-700013 in accordance with building plan, 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. However if in any circumstances the aforesaid building plan expires and/or is revised as per new building rules and/or a new plan is caused then the Developer will be entitled to 70% in the additional area, if any granted and/or permitted in the new plan over and above **26535 Sq.ft.**, in the existing plan.

- xiv. **"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.

- xv. **"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.
- xvi. **"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.
- xvii. **"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.
- xviii. **"TIME"** shall mean the building shall be completed with all common infrastructural facilities and amenities at the premises within 30 (thirty six) months from the date of execution of the instant agreement. Apart from above 30 month, 6 month will be given as the grace period to the developer form completion of the construction and also to give completion certificate form KMC.
- xix. **"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.

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

xxi. **"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 OWNER 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 of the entire premises 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 of the said premises.

- iv. That the Owners of the said premises 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 of the said premises 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 anyone other than in favour of the Developer herein, if any signed and executed by the Owner herein with any other person prior to this agreement shall stand cancelled and are being superseded by these agreement.
- vi) That the Owners of the said premises 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 of the said premises 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.
- viii) The premises at present is being occupied by tenants and occupants and shall be dealt by the Developer.

ARTICLE - II

COMMENCEMENT

2.1 This agreement shall be in force from the date hereof and till the period mentioned herein. Time may be extended by the consent of the Owners of the said premises during the course of development and

construction of proposed new building. That such extension of time has to be in writing wherein consent of both the parties is required. The extension can be in form of letter or supplementary agreement to be executed between the parties herein. If necessary and/or required the supplementary agreement will be registered at the cost of the Developer.

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 Owner 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 Owner at the cost and expenses of the Developer and the Owner 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. That all costs, fees, charges and expenses borne by Developer shall not be adjusted with Owner's allocation and all the expenses for development of the said premises are to be borne by the Developer only.

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 Owner/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 develop, construct and provide all infrastructural facilities and amenities in the new building to be constructed at the said premises inclusive of all such essential supplies excluding individual electric connection.

4.3 The Developer shall keep the Owner/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.

4.4 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 Owner/Owners and each one them absolutely indemnified and harmless against all actions, suits, proceedings, claims or demands, costs, charges and expenses arising out the aforesaid obligations and responsibility and/or liability of the Developer.

4.5 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.

4.6 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.

4.7 The Developer will be allowed to dismantle the existing structure under the possession of the Tenant 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.

4.8 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 **PROVIDEDHOWEVER** proportion and quality of such materials shall conform to the accepted standard of I.S. Specification and the building rules regulations and/or orders in force for the time being.

4.9 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.

4.10 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.

4.11 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 Owner/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 save and except G.S.T (Goods & Services Tax) applicable on Owners Allocation. 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, switch gear and/or other electric equipments shall be borne by the Developer. It is further made clear that the old outstanding dues of electricity in respect of the said premises will be on Owner/Owners part and the Developer shall have no financial liability for the same.

4.12 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 Owner/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.

4.13 While dealing with and/or entering into any Agreements and/or dealing with commitments relating to the Developer's allocated portion (as defined herein) 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 Owner/Owners shall not be responsible or liable for any commitments that may be made by the Developer.

4.14 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 Owner/Owners indemnified for the same and all consequences. It is specifically agreed and understood that the Owner/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 Owner/Owners indemnified from all or any loss damages, costs and consequences, suffered or incurred there from.

4.15 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 Owner/Owners shall have no concern with them and not be responsible or liable for meeting any obligations in any manner whatsoever.

4.16 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 Owner/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 Owner/Owners indemnified from all or any claim, damages, payments costs and consequences suffered or incurred there from.

4.17 The Owner/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.

4.18 Disputes, if any, arising out of in respect of the said property, the same shall be resolved by the Developer.

4.19 The Developer shall have no right to obtain any Loan from any financial institutions and/or banks, by mortgaging the 'said land'.

4.20 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.

4.21 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.

4.22 That the Developer has agreed to completion of the proposed multi-storied building in accordance with the Plan already sanctioned by the Kolkata Municipal Corporation and will hand over the Owner allocation and or to the respective purchasers of the Flats and/ or commercial area. The Developer will construct the building according to the direction and Specification contained in this Agreement and also in accordance with specification given by the Municipal Corporation, if the same is not constructed accordingly, then it is the obligation of the Developer to regularize the same from the KMC authority and/or from the authorities have to authority to regularize the same. Both parties indemnifies each

other for any loss and/or damages. The adjudication of the said loss and/or damages will be the adjudicating authority as stated in this agreement.

4.23 That the Developer shall pay and bear the taxes and other statutory due in respect of the **FIRST SCHEDULE** property from the date of Agreement till completion of the building, till handing over the owner allocation.

4.24 That the Owner shall not be liable for any act above by the Developer in respect of the proposed building and the Developer will not be liable for the act of the Owner.

4.25 The developer, however, shall be solely responsible for any incident and/or accident that take place during the progress of construction of the proposed building and the Owner shall not be held responsible for the same and further the Developer shall not make any deviation and/or alteration of the said building and if such deviation or construction, if at all made, in such case the Developer shall be solely responsible for all consequences thereof without holding the Owner responsible for the same, and if at all such deviation is made then it will be the responsibility of the Developer to get it regularize the same from KMC authority.

4.26 The Developer shall handover its allocation to its prospective buyers and/or purchasers only after handing over peaceful possession of the Owners allocation to the respective Owners.

ARTICLE-V

OWNER'S OBLIGATIONS

5.1 The Owner/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/tenants will be solely dealt by the

Developer. The Developer shall provide the shifting of occupiers/tenants after the sanctioned plan is granted by the Municipal Authority.

5.2 The Owner/Owners shall either herself/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 Owner/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 Owner/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 Owner/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 Developer shall not during the currency of this agreement or pending completion of the project within the time stipulated herein 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 right, title and interest of the said premises or any part thereof on in any way connected therewith at their own costs and expenses.

5.6 The Owner/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 Owner/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 Owner/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 Owner/Owners is/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 Owner/Owners immediately on demand by the Developer. However to be more specific the Owner/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 Owner/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, that the said terms and condition of the deed of conveyance will be Signed/executed by the Owner/Owners, subject to approval by the owners advocate.

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.

6.5 Any document given by the developer to be signed by the Owner/Owners with regard to the Schedule property will be subject to approval by the owners advocate. It is further clarified that all the costs and expenses for any further documentation and/or its presentation and registration before appropriate authority shall be borne by the Developer.

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 Owner/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 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 in respect of respective allocations in the said property 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 of the said premises 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 of the said premises 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 Owner/Owners and for such matters, the Owner/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 Owner/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 Owner/Owners, one copy of the sanctioned plan and/or 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. That the Developer will not be entitled to claim and/or ask for any amount against the construction and/or for the amenities installed on the First Schedule for the construction of the new building as agreed herein.

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 Owner/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 Owner/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/individual, firm, concerned, company and/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 Owner/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 Owner/Owners herein and the Developer.

8.12 Each party shall be responsible and liable for their respective share of taxes, including G.S.T (Goods and Services Tax) 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 Owner/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 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 30 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 30 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
TERMINATION

11.1 That the time is essence of the contract, if the construction does not completes within the time line as agreed herein the parties will be at liberty to cancel the instant agreement.

11.2 The aggrieved party shall give 3 months notice for cancellation of the instant agreement to the opposite party stating all the reasons for such cancellation.

11.3 It is further agreed that if any of the condition is not complied with and/or failed to comply with the terms and conditions, parties will be at liberty to cancel the instant agreement.

ARTICLE-XII**DISPUTE AND JURISDICTION**

12.1 Any and all dispute differences between the Parties here to arising out of or in connection with this Agreement or its performance, including the interpretation, breach, termination or invalidity thereof shall be referred to arbitration in accordance with the provisions of Arbitration and Conciliation

Act, 1996 as amended from time to time. The arbitral tribunal shall comprise of a panel of three arbitrators. The Owners and the Developer shall each appoint 1 (One) arbitrator, and these 2 (Two) arbitrators shall jointly appoint a 3rd (Third) arbitrator, who shall act as the Presiding Arbitrator of the arbitration tribunal. These at and venue of arbitration shall be Kolkata, and all proceedings of the arbitration shall be in the English language. The arbitration award shall be final and binding on the Parties. Only the courts in Kolkata shall have exclusive jurisdiction in relation to any proceedings arising out of arbitration including but not limited to, proceedings for interim relief. When any dispute is under arbitration, except for the matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their respective obligation under this Agreement. The costs of the arbitration including the fees of the arbitrators shall be borne by both the Parties equally. It is however agreed and clarified that, each Party shall bear and pay its own costs, expenses, fees, disbursements and other charges of its lawyers, counsels, in connection with the arbitration proceedings.

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

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT 3.35 % undivided share in piece or parcel of land measuring an area 16 Cottahs 8 Chittacks 14 Sq. ft. (3.35 % undivided share equivalent to 8 Chittacks 38 Square Feet) lying and situated at Premises No. 9, Indian Mirror Street, Kolkata-700013, under Police Station-Taltola, within the limit of Kolkata Municipal Corporation ward No.051, in the district of Kolkata butted and bounded as follows:

ON THE NORTH by : Premises No.59, Lenin Sarani;
 ON THE SOUTH by : Indian Mirror Street;
 ON THE EAST by : Premises No.60, Lenin Sarani and
 ON THE WEST by : Partly by the Premises No.7 and partly by the
 Premises No.7A, Indian Mirror Street.

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. Transformer and other connected electrical equipment/parts will be installed in the premises for the supply of electricity in the newly constructed Buildings at the said premises.

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:** In one block/Tower, two Lift should will installed (one lift of Eight passenger and another lift of Four passenger). The Mark/Make of the lift will be of "KONE and/or MITSUBISHI" and/or of any similar make.

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.

THIRD SCHEDULE


LIST OF TENANTS

SLNO.	Name of Tenant	Area Under Occupation in Sqft	Monthly Rent In Rs.
1	Mr. ChandransuMondal	316	
2	Mr. BhaskarMondal	316	
3	Mr. Rajeswar Sharma	162.20	
4	Mr. Om Prakash Shaw	206	
5	Mr. Manish Shaw	350	
6	Mr. Amar Sardar	203	
7	Mr. Yogender Kumar Shaw	182	

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

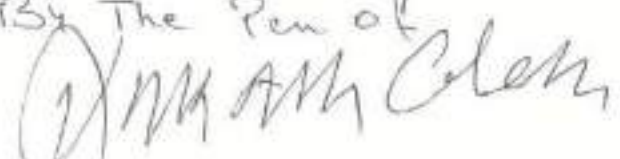
SIGNED, SEALED AND DELIVERED by the PARTIES at Kolkata in the presence of:

WITNESSES:

1. 
8/2, U.S. Key Rd.
Kolkata-1

2. Animesh Ghosh
6, Old Post Office St
Kolkata-1

Constituted Attorney of
Tilottama Keshri

By The Pen of


SIGNATURE OF THE OWNER

ATK Housing & Development LLP
Syed. Akbar Imam
Designated Partner

SIGNATURE OF THE DEVELOPER

Drafted by me:



(BHUPENDRA GUPTA)

Advocate

High Court at Calcutta

Enrolment No.WB/98/2001

SPECIMEN FORM FOR TEN FINGERPRINTS



Dhanu Anand

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

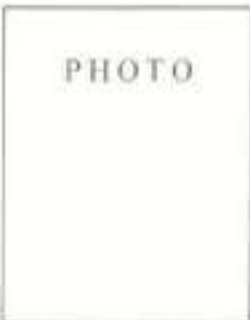


Syed Ahsan Javed

	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					



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



Animesh Ghosh





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

GRN Details

GRN: 192021220033629361 Payment Mode: Online Payment
GRN Date: 20/07/2021 11:26:14 Bank/Gateway: HDFC Bank
BRN : 1503168156 BRN Date: 20/07/2021 11:07:09
Payment Status: Successful Payment Ref. No: 2001096239/10/2021
[Query No*/Query Year]

Depositor Details

Depositor's Name: A T K HOUSING & DEVELOPMENT LLP
Address: 63 RAFI AHMED KIDWAI ROAD KOLKATA 700016
Mobile: 9123370597
Email: kzar.projects@gmail.com
Depositor Status: Buyer/Claimants
Query No: 2001096239
Applicant's Name: Mr SOUMITRA CHANDA
Address: A.R.A. - III KOLKATA
Office Name: A.R.A. - III KOLKATA
Identification No: 2001096239/10/2021
Remarks: Sale, Development Agreement or Construction agreement Payment No 10

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001096239/10/2021	Property Registration- Stamp duty	0030-02-103-003-02	2000
2	2001096239/10/2021	Property Registration- Registration Fees	0030-03-104-001-16	4
			Total	2004

IN WORDS: TWO THOUSAND FOUR ONLY.



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

GRN Details

GRN:	192021220033331941	Payment Mode:	Online Payment
GRN Date:	19/07/2021 15:48:49	Bank/Gateway:	HDFC Bank
BRN :	1502410425	BRN Date:	19/07/2021 15:07:34
Payment Status:	Successful	Payment Ref. No:	2001096239/5/2021

[Query No*/Query Year]

Depositor Details

Depositor's Name:	A T K HOUSING & DEVELOPMENT ELP
Address:	63 RAF AHMED KIDWAI ROAD KOLKATA 700016
Mobile:	9123370597
E-Mail:	kzar.projects@gmail.com
Depositor Status:	Buyer/Claimants
Query No:	2001096239
Applicant's Name:	Mr SOUMITRA CHANDA
Identification No:	2001096239/5/2021
Remarks:	Sale, Development Agreement or Construction agreement Payment No 5

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001096239/5/2021	Property Registration- Stamp duty	0030-02-103-003-02	4970
2	2001096239/5/2021	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	4991

IN WORDS: FOUR THOUSAND NINE HUNDRED NINETY ONE ONLY.


भारत सरकार
Government of India


Tarak Nath Ghosh
DOB: 17/09/1981
MALE



7962 9723 5537

मेरा आधार, मेरी पहचान


भारत सरकार
Unique Identification Authority of India

Address:
S/O: Madhab Chandra Ghosh,
P-11, SCHEME-VI, C I T ROAD,
Kankargachi, Kolkata,
West Bengal - 700054

7962 9723
5537

 1947  help@uaid.gov.in  www.uaid.gov.in

Am Ghosh

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

TARAK NATH GHOSH
MADHAB CHANDRA GHOSH
15/08/1959



Permanent Account Number

ADCPG6063A



Tarak Nath Ghosh
Signature

Tarak Nath Ghosh

INCOME TAX PAN SERVICES UNIT

(Managed by NSDL e-Governance Infrastructure Limited)

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

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



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

ABKFA5183B

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

WARD 32(2), KOLKATA

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

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

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

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

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

Income Tax Department

PKG ID-PRC / 24122017_07 / VLX 300300



WBQ / 132 / 7406970010185451C1 / 24121778219

ATK HOUSING & DEVELOPMENT LLP

ATK HOUSING & DEVELOPMENT LLP

03

RAFI AHMED KIDWAI ROAD

PARK STREET

KOLKATA

WEST BENGAL - 700016

TEL No. : 33 - 22266889



ATK Housing & Development LLP
Syed Abrar Khan
Designated Officer



Syed Abrar Imam



भारत सरकार
GOVERNMENT OF INDIA



সিদ্দিক আব্রার ইমাম
Syed Abrar Imam
জন্মতারিখ/ DOB: 12/11/1977
লিঙ্গ / GENDER: MALE



6744 0235 7855

आधार - आधारण मानुषेर अधिकार



आधार प्रमाणिक पत्र
AUTHENTICATED AUTHORITY OF INDIA

ঠিকানা:

Address

S/O: সিদ্দিক মোহাম্মদ নেমেট
ইমাম, 72, তিলজা রোড,
গোবিন্দ-কী, এডভান্স-43, গোবিন্দ
খটিক রোড, কোলকাতা,
পশ্চিম বঙ্গ - 700046

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



1007
1800 300 3047

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1047
Bangalore-560 071

Syed Abrar Imam

Major Information of the Deed

Deed No :	I-1903-05926/2021	Date of Registration	27/07/2021
Query No / Year	1903-2001096239/2021	Office where deed is registered	
Query Date	03/07/2021 7:49:48 PM	1903-2001096239/2021	
Applicant Name, Address & Other Details	SOUMITRA CHANDA 8/2, K S ROY ROAD,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9830696813, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
	Rs. 48,15,801/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,020/- (Article:48(g))	Rs. 25/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Kolkata, P.S:- Taltola, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Indian Mirror Street, , Premises No: 9, , Ward No: 051 Pin Code : 700013

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Commercial use	8 Chatak 38 Sq Ft		48,15,801/-	Property is on Road
Grand Total :				.9121Dec	0 /-	48,15,801 /-	




Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Smt TILOTTAMA KESHRI, (Alias: TILOTAMA KESHRI) Daughter of Late BASUDEB SHAW , 202, SHOBHA APARTMENT, GORAKH NATH LANE, City:- , P.O:- GPO PATNA, P.S.-BUDHA COLONY, District:-Patna, Bihar, India, PIN:- 800001 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: A1xxxxx7M, Aadhaar No: 62xxxxxxxx9368, Status :Individual, Executed by: Attorney, Executed by: Attorney



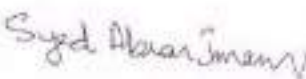
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	ATK HOUSING & DEVELOPMENT LLP ,, City:- Kolkata, , P.O:- PARK STREET, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016 , PAN No.:: ABxxxxx3B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative



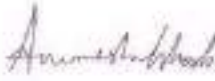
Attorney Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri TARAK NATH GHOSH Son of Late MADHAB CHANDRA GHOSH Date of Execution - 19/07/2021, , Admitted by: Self, Date of Admission: 19/07/2021, Place of Admission of Execution: Office	 Jul 19 2021 5:35PM	 LTI 19/07/2021	 19/07/2021
, P-11, SCHEME VI, CIT ROAD, City:- , P.O:- KANKURGACHI, P.S:-Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN:- 700054, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx3A, Aadhaar No: 79xxxxxxxx5537 Status : Attorney, Attorney of : Smt TILOTTAMA KESHRI				

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	SYED ABRAR IMAM (Presentant) Son of SYED MOHAMMAD NEMET IMAM Date of Execution - 19/07/2021, , Admitted by: Self, Date of Admission: 19/07/2021, Place of Admission of Execution: Office	 Jul 19 2021 5:35PM	 LTI 19/07/2021	 19/07/2021
, HERITAGE SRIJAN PARK, 72, Tiljala Road, City:- , P.O:- GOBANDA 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.:: AAxxxxxx1L, Aadhaar No: 67xxxxxxxx7855 Status : Representative, Representative of : ATK HOUSING & DEVELOPMENT LLP (as PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Animesh Ghosh Son of A K Ghosh , Villi - Bahirkunja, City:- , P.O:- Bahirkunja, P.S:-Nodakhali, District:- South 24-Parganas, West Bengal, India, PIN:- 743318	 19/07/2021	 19/07/2021	 19/07/2021
Identifier Of Shri TARAK NATH GHOSH, SYED ABRAR IMAM			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt TILOTTAMA KESHRI	ATK HOUSING & DEVELOPMENT LLP-0.912083 Dec



On 19-07-2021

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

Presented for registration at 17:15 hrs on 19-07-2021, at the Office of the A.R.A. - III KOLKATA 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 48,15,801/-

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

Execution is admitted on 19-07-2021 by SYED ABRAR IMAM, PARTNER, ATK HOUSING & DEVELOPMENT LLP. , City:- Kolkata, , P.O:- PARK STREET, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016

Identified by Animesh Ghosh, , Son of A K Ghosh, , Vill - Bahirkunja, P.O: Bahirkunja, Thana: Nodakhali, , South 24-Parganas, WEST BENGAL, India, PIN - 743318, by caste Hindu, by profession Service

Executed by Attorney

Execution by Shri TARAK NATH GHOSH, , Son of Late MADHAB CHANDRA GHOSH, , P-11, SCHEME VI, CIT ROAD, P.O: KANKURGACHI, Thana: Phool Bagan, , South 24-Parganas, WEST BENGAL, India, PIN - 700054, by caste Hindu, by profession Business as the constituted attorney of Smt TILOTTAMA KESHRI , TILOTAMA KESHRI 202, SHOBHA APARTMENT, GORAKH NATH LANE, P.O: GPO PATNA, Thana: BUDHA COLONY, , Patna, BIHAR, India, PIN - 800001 is admitted by him

Identified by Animesh Ghosh, , Son of A K Ghosh, , Vill - Bahirkunja, P.O: Bahirkunja, Thana: Nodakhali, , South 24-Parganas, WEST BENGAL, India, PIN - 743318, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 25/- (E = Rs 21/- ,M(b) = Rs 4/-) and Registration Fees paid by by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/07/2021 3:51PM with Govt. Ref. No: 192021220033331941 on 19-07-2021, Amount Rs: 21/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1502410425 on 19-07-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by by online = Rs 4,970/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/07/2021 3:51PM with Govt. Ref. No: 192021220033331941 on 19-07-2021, Amount Rs: 4,970/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1502410425 on 19-07-2021, Head of Account 0030-02-103-003-02



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

On 26-07-2021

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 25/- (E = Rs 21/- ,M(b) = Rs 4/-) and Registration Fees paid by by online = Rs 4/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/07/2021 11:28AM with Govt. Ref. No: 192021220033629361 on 20-07-2021, Amount Rs: 4/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1503168156 on 20-07-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by online = Rs 2,000/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB (online on 20/07/2021 11:28AM with Govt. Ref. No: 192021220033629361 on 20-07-2021, Amount Rs: 2,000/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1503168156 on 20-07-2021, Head of Account 0030-02-103-003-02



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

On 27-07-2021

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. 7,020/- and Stamp Duty paid by Stamp Rs 50/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 4061, Amount: Rs.50/-, Date of Purchase: 03/05/2021, Vendor name: Soumitra Chanda



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2021, Page from 266990 to 267042
being No 190305926 for the year 2021.



Digitally signed by PROBIR KUMAR
GOLDER
Date: 2021.08.05 12:37:12 +05:30
Reason: Digital Signing of Deed.

(Probir Kumar Golder) 2021/08/05 12:37:12 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
West Bengal.

(This document is digitally signed.)

004061

Sl. No.....Date.....

Name.....

Add.....

AMT.....50.....

03 MAY 2021

03 MAY 2021

BHUPENDRA GUPTA
ADVOCATE
CALCUTTA HIGH COURT



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



Additional Registrar of
Assurances, Kolkata
19.05.2021



Address: Registrar of
Assessment - Kolkata
74, 1st Floor