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AR 252892

Q-1615242/24

27/6/24
2:13 pm

Additional Registrar of
Assurances-IV, Kolkata

THIS AGREEMENT FOR DEVELOPMENT is made on this 27th day of
June, Two Thousand and Twenty Four (2024)

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

Rehana Khan

Additional Registrar of
Assurances-IV, Kolkata

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

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BHUPENDRA GUPTA
ADVOCATE
CALCUTTA HIGH COURT

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



27 JUN 2024



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



260620242009496350

GRIPS Payment Detail

GRIPS Payment ID:	260620242009496350	Payment Init. Date:	26/06/2024 20:52:30
Total Amount:	74941	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	6188873811636	BRN Date:	26/06/2024 20:53:08
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr KZAR BUILDCON LLP
Mobile: 9123370597

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192024250094963518	Directorate of Registration & Stamp Revenue	74941
Total			74941

IN WORDS: SEVENTY FOUR THOUSAND NINE HUNDRED FORTY ONE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.





27 JUN 2024



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



192024250094963518

GRN Details

GRN:	192024250094963518	Payment Mode:	SBI Epay
GRN Date:	26/06/2024 20:52:30	Bank/Gateway:	SBIePay Payment Gateway
BRN :	6188873811636	BRN Date:	26/06/2024 20:53:08
Gateway Ref ID:	241789473580	Method:	HDFC Retail Bank NB
GRIPS Payment ID:	260620242009496350	Payment Init. Date:	26/06/2024 20:52:30
Payment Status:	Successful	Payment Ref. No:	2001615242/2/2024

[Query No*Query Year]

Depositor Details

Depositor's Name:	Mr KZAR BUILDCON LLP
Address:	63 RAFI AHMED KIDWAI ROAD KOLKATA 700016
Mobile:	9123370597
Period From (dd/mm/yyyy):	26/06/2024
Period To (dd/mm/yyyy):	26/06/2024
Payment Ref ID:	2001615242/2/2024
Dept Ref ID/DRN:	2001615242/2/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001615242/2/2024	Property Registration- Stamp duty	0030-02-103-003-02	74920
2	2001615242/2/2024	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	74941

IN WORDS: SEVENTY FOUR THOUSAND NINE HUNDRED FORTY ONE ONLY.



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BETWEEN

(1) MRS. REHANA KHAN, (PAN-AAJPP9468Q), wife of Nawab Allahuddin Ahmed Khan, by faith-Islam, by Nationality-Indian, by occupation-Home Maker, resident of Amin Villa Palace, Post Office-Loharu, Police Station-Loharu, District-Loharu, Haryana-127201, **(2) MRS. AFSANA MARWAH, (PAN-AAOPM1920M)**, wife of Major S. P. Marwah, by faith-Islam, by Nationality-Indian, by occupation-Home Maker, resident of 297, Forest Lane, Nebsarai, Sainik Farm, Post Office-Saket, Police Station-Nebsarai, New Delhi-110068, **(3) MRS. FAIZANA KHAN, (PAN-AASPK9632D)**, wife of Farrukh Khan, by faith-Islam, by Nationality-Indian, by occupation-Home Maker, resident of Rahat Manzil, Marris Road, Post Office-Civil Lines, Police Station-Civil Lines, Aligarh, Uttar Pardesh-202001, **(4) MRS. FARHAT SALAHUDDIN, (PAN-DHNPS7093L)**, wife of Farook Salahuddin, by faith-Islam, by Nationality-Indian, by occupation-Home Maker, resident of 175, Patliputra Colony, Post Office-Patliputra, Police Station-Patliputra, Patna, Bihar-800013, **(5) MRS. ALMAS HUSSAIN, (PAN-ABCPH0038G)**, wife of Syed Manzer Hussain, by faith-Islam, by Nationality-Indian, by occupation-Home Maker, resident of 2A, Akshara Petals, 19B, Broad Street, Post Office-Ballygunge, Police Station-Karaya, Kolkata-700019 hereinafter referred to as the **"OWNERS"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successors and assigns) of the **ONE PART**

AND

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KZAR BUILDCON LLP, (LLPIN-ACD-9529), 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, Kolkata-700016 represented by its Designated Partner **ARQAM SAMI, (PAN-NLIPS2373N)**, son of Md Samiuddin, by faith-Islam, by occupation-business, residing at Premises No. 24B, Abdul Halim Lane, Post Office Park Street & Police Station-Taltola, Kolkata-700016, hereinafter referred to as "**DEVELOPER/ PROMOTER**" (which term or expression shall until and unless excluded by or repugnant to the context and meaning thereof, shall be deemed to mean and include it's successors-in-office, and/or heirs, successors, executors, administrators, representatives, agents and assigns) of the **SECOND PART**.

WHEREAS:

A) By virtue of a registered Deed of Conveyance dated 24th June, 1946, Miss Marie Denis (formerly known as Mosellè David), Miss Diana David and Miss Esther David, as vendors, sold, conveyed and transferred ALL THAT the piece and parcel of land measuring about 12 Cottahs, 5 Chittaks and 12 Sq. ft. be little more or less together with 2 storied brick built and 3 storied building situated therein being the then municipal premises No. 57 (formerly No. 53), Elliot Road, Police Station Park Street, Kolkata-700016, Ward No. 61 (more fully described in the-First Schedule hereunder written) hereinafter referred to as the "said Property" to (1) Mr. Golam Kabir and (2) Nawabzadi Zaibunnessa on valuable

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consideration and the said Deed was registered before the Registrar at Calcutta and recorded in Book No. 1, Volume No. 62, Pages 136 to 149, Being No. 2221 for the year 1946.

B) After purchasing the aforesaid property, said Golam Kabir and Nawabzadi Zaibunnessa constructed two more floors in the existing structures situated therein. Another structure of ground plus three was added subsequently.

C) The aforesaid building consists of several flats and/or units and the same are let out to several tenants and accordingly, the entire property is under the occupation of the respective tenants therein.

D) Golam Kabir and Nawabzadi Zaibunnessa had five daughters, namely Mrs. Rehana Khan, Mrs. Afsana Marwah, Mrs. Faizana Khan, Mrs. Farhat Salahuddin and Mrs. Almas Hussain.

E) Nawabzadi Zaibunnessa, during her life time, bequeathed her shares in respect of the aforesaid property to her aforesaid five daughters in the year 2001 and accordingly, their names have been duly mutated in the record of the Kolkata Municipal Corporation jointly with said Golam Kabir.

F) Said Golam Kabir also died on 18th February, 2016 and accordingly, his right title and interest also devolved upon his said five daughters being the present Owners hereof, who jointly inherited the aforesaid property and mutated their names in the record of the Kolkata Municipal Corporation.

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G) The entire property is let out to different tenants and since all the tenants therein are very old tenants, the rental income thereof is also very meager and, as such, the present Owners desire to get the aforesaid property developed by constructing a multi-storied building thereon.

H) The Owners entered into a Development Agreement dated 23rd day of March 2019 with one A.M. Construction hereinafter referred to as the "1st Developer" (a sole proprietorship concern, represented by its proprietor Mohammad Samiuddin) duly registered in the office of the Additional Registrar of Assurance-II, Kolkata in Book No. I, Volume No. 1902-2019, Page from 39670 to 39732, Being No. 190201083 for the Year 2019 hereinafter referred to as the "1st Development Agreement" whereby and where under the Owners have engaged, appointed, authorized, allowed, permitted and empowered the Developer therein inter alia to act as Developer of the said premises for development thereof on joint venture basis by carrying out lawful work of demolition of old building/structures and undertaking lawful work of construction of a new multistoried building in accordance with the Building Plan entirely at the costs, expenses, risks and responsibility of the Developer under the terms, conditions, stipulations, covenants and consideration stated therein.

I) The Owners thereafter executed a General Power of Attorney dated 23rd day of March 2019 duly registered in the office of the Additional Registrar of Assurance-II, Kolkata in Book No. I, Volume No. 1902-2019,

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Page from 39733 to 39765, Being No. 190201084 for the Year 2019- hereinafter referred to as the "1st General Power of Attorney" thereby appointing the 1st Developer as their Attorney for obtaining sanction plan of the proposed building or other necessary permission from the office of the Kolkata Municipal Corporation and/or other statutory and/or non-statutory authorities and to do or execute the construction of the said proposed building at the said premises.

J) Pursuant to and in terms of the said Development Agreement the said 1st Developer obtained sanction of Building Plan bearing B.P. No-2023060003 dated-05/04/23 from the office of the Kolkata Municipal Corporation under provisions of the Kolkata Municipal Corporation Act, 1980 as amended till date and Building Rules framed there under for construction of one G+XII floor building and its common amenities and facilities appertaining thereto on the land comprised in the said premises. However due to health conditions of Mr. Mohammad Samiuddin, Sole Proprietor of AM Construction and scarcity of required resources the said 1st Developer could not commence the construction of the said new building at the said premises and expressed his intention for cancellation of the 1st Development Agreement and revocation of the 1st General Power of Attorney.

K) The said "1st Development Agreement" was cancelled on 27th day of June 2024 duly registered in the office of the Additional Registrar of Assurance-IV, Kolkata in Book No. _____, Volume No. _____, Page

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from _____ to _____, Being No. 8952 for the Year 2024 and "1st General Power of Attorney" was revoked on 27th day of June 2024 duly registered in the office of the Additional Registrar of Assurance-IV Kolkata in Book No. I, Volume No. _____, Page from _____ to _____, Being No. 8959 for the Year 2024.

L) The present Developer/Promoter expressed its intention for developing the aforesaid property in accordance with already sanctioned building plan bearing B.P. No-2023060003 dated-05/04/23 and on being approached by the Developer, the Parties of the First Part being the Owners in respect of the aforesaid property agreed to get the same developed on area allocation basis as mentioned hereinafter.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. The Owners are desirous of authorizing, empowering and appointing and hereby appoint the Developer herein to develop the said premises of the Owners herein as per the development program of the Developer on certain terms and conditions which have been mutually agreed and recorded as follows.

2. The Developer shall be entitled to develop the said premises in accordance with already sanctioned building plan bearing B.P. No-2023060003 dated-05/04/23, demolition of all existing structures and construction of new building thereon as per aforesaid building plan sanctioned by the Kolkata Municipal Corporation and in accordance with

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the terms of this agreement. The Developer will develop the said premises at its own cost subject to compliance of the obligations towards the Owners as stated hereafter.

3. The demolition of the old structures shall be carried out by appointment of demolition contractor by the Developer who will demolish the same and the contractor shall be paid out of the net proceeds thereof and rest shall be retained by the Developer.

4. **DEFINITIONS** : As used throughout this Agreement the following terms shall have the respective meanings set forth below: -

4.1 **DEVELOPER** : shall mean the aforesaid Developer or its successors-in-interest.

4.2 **OWNERS** : shall mean the aforesaid Owners of the Said Premises and include their respective successors who would get the Owners' Allocation in terms hereof.

4.3 **SAID PREMISES** : shall mean All THAT piece and parcel of land measuring about 12 Cottahs, 5 Chittaks and 12 Sq. ft. be little more or less together with 2 storied brick built building situated therein being the municipal premises No. 57 (formerly No. 53), Elliot Road, Police Station Park Street, Kolkata-700016 within the municipal limits of the Kolkata Municipal Corporation, Ward No. 61, being the subject matter of this Development Agreement and more specifically described in the FIRST SCHEDULE hereunder written.

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4.4 **LAND** : shall mean the land comprised in the Said Premises as fully described in the First Schedule hereunder written.

4.5 **PLAN** : shall mean the **Building Plan/Permit No.-2023060003** dated-05/04/23sanctioned by the Kolkata Municipal Corporation for the construction of G+XII storied building over the Scheduled Property including the elevation, designs, drawing as prepared by the Architect with variations therein, if any.

4.6 **BUILDING** : shall mean newly constructed multi storied building to be erected by the Developer on the Said Land in terms of the sanctioned plan **bearing Building Plan/Permit No.-2023060003** dated-05/04/23and in pursuance of this agreement including all the service and utility areas open and covered land.

4.7 **BUILT UP AREA** : shall mean the built up plinth area of any floor or unit including the thickness of internal walls and partitions and also including the thickness of the entire wall if it is exclusively surrounding the Unit and 50% thereof wherever it is shared in common with any other units.

4.8 **PROPORTIONATE** : shall mean the proportion or ratio which any particular built up area or Unit bears to the total built up area with reference to the common parts, portions, service and maintenance area or facilities and benefits at the said building complex or the land comprised in the Said Premises.

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4.9 **COMMON PARTS AND AMENITIES** : shall mean all the common parts and portions including the facilities and benefits and intended to be used and enjoyed in common by the unit holders at the said building for the beneficial use and enjoyment of the different units including those described under the THIRD SCHEDULE hereunder written.

4.10 **COMMON EXPENSES** : shall mean the costs and expenses of installation, running and maintaining the common "amenities for the upkeep maintenance improvement etc. of the same as may be decided and/or assured by the Developer with the consent of the Owners.

4.11 **COMPLEX** : shall mean the residential complex comprising of building, service and utility areas to be developed by the Developer herein at the said Premises.

4.12 **DEVELOPMENT PROGRAMME** : shall mean, development, construction in accordance with already sanctioned building plan bearing B.P. No.-2023060003 dated-05/04/23 and installation of common facilities and amenities and sale of saleable spaces to be carried out by the Developer at the complex in terms hereof.

4.13 **SPECIFICATIONS** : shall mean the specifications according to which the construction shall be carried out at the said Premises, described under the SECOND SCHEDULE hereunder written.

4.14 **UNIT/FLAT** : shall mean the part or portions of the building as are capable of being held used and enjoyed independently.

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4.15 **UNIT HOLDER** : shall mean a person, persons or party entitled to use and enjoy any unit or units for the time being whether conveyance has been made or not.

4.16 **MASCULAR** : shall include the feminine and vice versa.

4.17 **SINGULAR** : shall include the plural and vice versa.

4.18 **OWNERS' ALLOCATION** : shall mean as follows :-

i) On completion of construction of the said Multistoried building in all respect by the Developer at its own cost in and upon the said property, the Owners shall be entitled to ALL THAT 5 (five) self contained flats, each containing an area of 1000 sq. ft. (carpet area) amounting to total of 5000 Sq Ft (Carpet Area) to be comprised in Flat No.8B on the 8th floor, Flat No.9B on the 9th floor Flat No.10B on the 10th floor, Flat No.11B on the 11th floor and Flat No.12B on the 12th floor together with 5 (Five) **Covered Car Parking spaces** on the ground floor of the proposed building as per the plan already sanctioned by The Kolkata Municipal Corporation, which is to be constructed TOGETHER WITH undivided proportionate share in the land and common areas and facilities, the common portions amenities and facilities provided in the building. Be it noted that the aforesaid allocation of the Owners will be demarcated by Red Border in the copy of the sanction building plan.

ii) Over and above the same, the Owners shall also be entitled to an area of 16,000 sq. ft. for providing accommodation to the existing tenants and car parking space as the case may be in the

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Faizan Khan *Imai Sita Chandra*
Almas Hussain



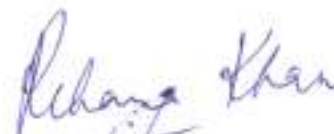
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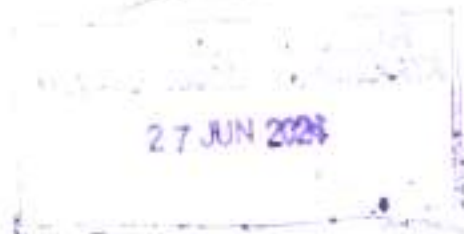
new building and if any excess area, over and above the said 16000 sq.ft. is required to be provided to the tenant, the same shall be provided out of Developer's allocation in the proposed building without holding Owners liable for the same.

4.19 DEVELOPER'S ALLOCATION : shall mean ALL THAT the remaining self contained flats situated on different floors after meeting the owners allocation as mentioned in Article 4.18 i) & ii) and remaining Covered Car Parking spaces on the ground floor of the proposed building as per the plan to be sanctioned by The Kolkata Municipal Corporation, which is to be constructed TOGETHER WITH undivided proportionate share in the land and common areas and facilities, the common portions amenities and facilities provided in the building.

5. THE OWNERS HAVE REPRESENTED TO THE DEVELOPER AS FOLLOWS :-

- i) That the Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises mentioned hereinabove.
- ii) That the right title and interest of the Owners in the said Premises mentioned hereinabove is free from all encumbrances, mortgages, charges, liens, lispendens, attachments, uses, debutters, trusts, leases, bargadar, vesting, acquisition, requisition, alignment, claims, demands and liabilities whatsoever or howsoever, save and except the existing tenants in respect of the said entire property and the Owners have a marketable title to the same.


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- iii) That the Owners have not received any notice for acquisition or requisition of the said Premises mentioned hereinabove or any part or portion thereof under any laws for the time being in force.
- iv) 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 cancelled the "1st Development Agreement" with A.M. Construction and revoked the "1st General Power of Attorney" granted to the erstwhile Developer and have not entered into any Agreement for Sale, Lease, Development or otherwise for transfer and/or development of the said Premises mentioned hereinabove or any part or portion thereof in favour of anyone other than in favour of the present Developer herein.
- vi) That the Owners are fully and sufficiently entitled to deal with, develop and/or dispose off Owner's share of the said Premises mentioned hereinabove and thus enter into this Agreement.

6. **COMMENCEMENT :**

6.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from the day of execution of this Agreement (hereinafter referred to as the "**Commencement Date**")

6.2 Unless determined by both the parties by mutual consent, this Agreement shall remain in full force and effect until such time the proposed Building is completed and the allocations of the respective parties herein completely allotted after obtaining completion certificate.

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from the Kolkata Municipal Corporation, delivery of possession of the owner's allocation as per terms and conditions of these presents and the Developer completely transferred all their allocation to their nominees or customers and the same shall be deemed to terminated on fulfillment of rights and obligations of the parties and in terms of the termination clause mentioned in Article- 12 of this Agreement.

7. OWNERS' RIGHT & REPRESENTATION :

7.1 The Owners are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Premises and shall retain symbolic possession during the time of construction work as per sanctioned plan by the Kolkata Municipal Corporation with standard building materials.

7.2 The said premises is free from all encumbrances and the Owners have a marketable title in respect of the premise save and except the existing tenancies of the tenants in respect of the entire building.

7.3 The Owners shall deliver or hand over all copies of all the documents relating to the said property which are in possession and control of the Owners at the time of execution of these presents to the Developer.

8. DEVELOPER'S RIGHT & REPRESENTATION :

8.1 The Owners hereby grant subject to what has been herein under provided exclusive right to the Developer to develop the said Premises and construct building at the said premises in accordance with building plan

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bearing B.P. No.-2023060003 dated-05/04/23 sanctioned by the Kolkata Municipal Corporation with or without any amendment and/or modification.

8.2 All applications, plans and other papers and documents as may be required by the Developer for obtaining necessary sanction of revised plan if any from the Kolkata Municipal Corporation, shall be prepared and 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 revised building plan and development of the said premises in accordance thereof and the Owners shall have no responsibilities to bear any cost, whatsoever.

8.3 That save and except the Owners' allotted portion (i.e. as per article 4.18 i) & ii) the Developer has sole right to execute any agreement for sale, transfer and convey the Developer's allocation for residential purposes according to its own choice.

9. DEVELOPER'S OBLIGATIONS :

9.1 The Developer prior to execution of the Development Agreement has already settled with all the existing tenants and obtained respective NOC's from them for commencing the work of construction at the said premises. The tenants have been given alternate accommodations to be occupied and used by them during the course of construction of the proposed new building at the said premises. The Developer shall relocate

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the said tenants in the proposed new building after completion of the project in all aspects.

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

9.3 The building to be erected, constructed and completed by the Developer shall consists 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. Under no circumstances, irrespective of any ground of whatsoever, the Developer shall not be entitled to claim or demand any payment of whatsoever nature from the Owners in respect of erection, construction and completion of the said Owners' allocated portion / portions.

9.4 The Developer shall construct and complete the 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. The Developer shall remain responsible and liable for fulfillment of the terms and obligations contained herein.

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9.5 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 temporary and residential connections of water, sewerage, electricity 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 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 shall be borne by the concerned Unit Owners and the Developer shall have no responsibility for the same.

9.6 The Developer, after execution of this Agreement, shall be responsible and liable for payment of and/or meeting all costs, charges, fees, levies and expenses of the building materials, all permissions and NOCs from appropriate authorities, 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 persons 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

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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.

9.7 While dealing with and/or entering into any Agreements and/or dealing with commitments relating to the Developer's allocated portion (as defined hereinbefore) 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 on any ground whatsoever.

9.8 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, 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

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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 therefrom.

9.9 Notwithstanding anything contained or stated herein, all labourers, 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.

9.10 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 put 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 therefrom.

9.11 The Owners shall not be answerable or liable for any mode, part or nature of construction or for any material to be used in course of or

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relating to erection construction and completion of the Building or any part thereof.

9.12 The Developer has fully satisfied with the marketable title of the aforesaid property.

9.13 To commence the construction of the proposed building within 6 months from the date of execution of the instant development agreement or from the date of obtaining the vacant possession of the entire property, whichever is later, and to complete the construction of the proposed building within 30 (thirty) months from the date of obtaining vacant possession of the entire property. If however, the Developer is unable to complete the construction within the aforesaid period in such case the same will be extended for a further period of six months. The commencement and completion are the essence of the contract. In case the Developer is unable to complete the construction of the proposed building within the aforesaid extended period in such case, the Owners shall be entitled to cancel this agreement and appoint other Developer for construction of the same.

9.14 The Developer shall be duty bound to complete the Owners' allocated portion in all respect including permanent domestic water and sewerage connection but the Unit Owners shall pay for individual electric meter connection for each Unit/Flat which shall be arranged by the Developer at an extra cost and make the same fully habitable for user as per law within the said 30 (Thirty) months from the date of obtaining vacant possession of the said premises or extended period as aforesaid,

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which unless prevented by Force Majeure reasons at the said premises without default or deviation, save and except for the reasons mentioned hereinabove. But if the Developer fails to complete the construction and handing over the Owners' allocation within the aforesaid stipulated time, in such case the Owners and the Developer shall mutually resolve the matter among themselves failing which go for Arbitration as per Article 17.

9.15 The Developer will obtain completion certificate / occupancy certificate from the Kolkata Municipal Corporation and all relevant approvals/NOC's from appropriate authorities.

9.16 That the Developer shall construct security kiosk at the gate together with a common TOILET and BATHROOM on ground floor for servants, guards, etc.

9.17 Any defect, deficiency, fault, imperfection or inadequacy in quality of material and workmanship if detected, the Owners/First Party shall intimate the Second Party/Developer in writing within 36 months from the date of receipt of the possession of the flat or as prescribed by WB RERA otherwise no claim or demand for rectification or correction or upgradation shall be entertained by the Second Party/Developer. In case any defect, deficiency, fault, imperfection or inadequacy in quality of material and workmanship is detected within such period the Developer/Second Party shall rectify and cure the same within one month from the date of receipt of such letter at their own cost and expenses, however, the Developer/Second Party shall remain responsible to maintain the apartment for a period of Two years or until the owners'

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association is formed whichever is earlier, provided the maintenance charges as stipulated herein is paid by the respective apartment owners.

10. OWNERS' OBLIGATIONS :

10.1 The Owners herein shall 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.

10.2 To provide the Developer with appropriate powers as are or may be required in connection with sanction, construction, erection completion of the newly proposed 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 electrically or as may require from time to time, in accordance with law and/or otherwise concerning negotiations for transfer of flats to the intending purchasers of Developer's share thereof and all cost and expenses in that respect shall be borne by the Developer and in this respect the Owners hereby appoint ARQAM SAMI, Designated Partner of KZAR BUILDCON LLP, herein as their Attorney to do all the acts, deeds and things for completion of the newly proposed building in and upon the aforesaid premises.

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10.3 The owners shall be entitled to realize the rents from the respective tenants thereof till the demolition of the existing structure and after that the Owners will continue to receive the rents from the respective tenants during the period they are provided with alternate accommodation.

10.4 Not to cause any obstruction, hindrance or interference in the bonafide construction, erection and completion of the new multistoried building on the said Premises.

10.5 The name of the apartment shall be finalised by the Owner.

10.6 Not to create any mortgage and to enter into any other agreement with any other person or persons in respect of the said property during the continuation of this Development Agreement.

10.7 That the owner has allowed the Developer to install the Hoarding of its firm's name in the terrace of the building facing the road side even after the completion of the building.

11. **DEFAULT :**

11.1 In the event of any default on the part of the Second Party /Developer in not completing construction within 30 (Thirty) months and/or within the grace period of 6 Months as the case may be, and if the second party causes delay after the grace period then in that case the second party shall be liable to pay damages at the rate of Rs. 4000/- (Rupees four thousand) only per day during the period of default or delay until the same is remedied. None of the parties shall be entitled to cancel and/or rescind this agreement and in the event of any default on the part

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of either party, the other party shall be entitled to sue the party in default for specific performance of this agreement and for other consequential reliefs.

12. TERM AND TERMINATION :

12.1 TERM OF AGREEMENT : Developer's services pursuant to this Agreement shall commence as of the Effective Date of Commencement and shall end, unless this Agreement shall be earlier terminated as provided in this Agreement, on the Expiration Date.

12.2 EVENTS OF DEFAULT : Subject to the other provisions of this Agreement dealing with termination, if at any time during the term of this Agreement any of the events set forth in this Article-11 ("Event of Default") occurs and continues beyond the applicable grace period, if any, the non defaulting Party may, at its option, terminate this Agreement by giving notice to the other Party specifying a date, not earlier than thirty (30) days after the giving of such notice, when the Agreement shall terminate. In addition to its right of termination, the non defaulting Party shall be entitled to pursue all other remedies available to it under applicable law as a result of such Event of Default. Events of Default by Owners, Developer, or either Party, are as follows:

- a) Failure by a Party to pay any fees, expenses, or any other amounts due to the other Party pursuant to this Agreement and such failure is not cured within three (3) months following written notice thereof from the non defaulting Party;

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b) Material breach of any representation, warranty, or covenant in this Agreement, or a default in the performance of any obligation hereunder, which is not cured within three (3) months following written notice thereof from the non defaulting Party;

c) Failure of either Party to perform, keep or fulfil any of the other covenants, undertakings or obligations set forth in this Agreement, if (i) such failure has or could have a material adverse affect on the execution of construction and development work or the rights and duties of either Party hereto, and (ii) such failure is not cured within three (3) months after written notice specifying such failure is received by the defaulting party from the non defaulting Party;

d) Notwithstanding anything contained in this Agreement to the contrary, all time periods specified herein with respect to the termination of this Agreement shall be extended whenever necessary to avoid the imposition of penalty due to non-compliance of any provisions of this agreement.

13. COMMON OBLIGATIONS :

13.1 On and from the date of completion of the building in accordance with law, 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 their respective allocations all rates, taxes, levies, fees charges, impositions and

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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 their respective proportionate part of share of service charges for the common areas and facilities and until formation of an Association of the Flat Owners of the said premises, the Developer shall be entitled to collect and provided 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 the responsible for any deviation, violation and/or breach thereof in any manner.

d) **TAXATION AND LEVIES** : The Developer shall be responsible and liable to bear all cost incurred during the construction work (except the property tax) and all taxes and levies from the effective date of commencement till termination of the Agreement.

14. **MISCELLANEOUS :**

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ADDITIONAL REGISTRAR
KOLKATA
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14.1 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.

14.2 The land upon which the said building shall be erected and constructed and appurtenant thereto as also the common areas facilities to be provided for and/or at the said building shall always remain common, impartible, indivisible and undivided.

14.3 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.

14.4 The Developer shall similarly be entitled to deal with its allocated portion together with the undivided proportionate part or share of the land as well as common areas and facilities in accordance with law. The Developer cannot deliver possession of any portion of the newly constructed building in favour of any proposed purchaser before delivery of possession of the owners' allocation to the Owners, complete in all respects.

14.5 Without first providing the Owners' allocated portion complete in all respects and useable under the law as well as completion of the common area and facilities as per specification provided in these presents or otherwise as may be mutually agreed in writing, the Developer shall not be permitted to and/or be entitled to grant and/or give possession or

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ADDITIONAL REGISTRAR
OF ASSURANCES IV, KOLKATA
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permit possession of by whatever name called of its allocated portion mentioned herein above or any part thereof in any manner whatsoever or to create any encumbrances and/or charges or lispendences thereto.

14.6 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 and the Owners shall only execute Indenture of Conveyance (s) unto and in favour of the Developer and/or its nominee or nominees as the case may be subject to the terms and conditions provided herein.

14.7 Subject to the above restrictions and conditions contained herein the Developer shall be entitled to enter into any contract or agreement relating to his allocated portions or any part thereof on such terms and conditions 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 nominee or nominees of the Developer 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 and paid and borne by the Developer and/or its nominee or nominees, as the case may be.

14.8 This Agreement shall always be treated as an Agreement by and between "Principal" to "Principal". The Owners and the Developer have

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entered into this Agreement purely as a Contract and nothing contained herein shall be deemed to construed or constitute as Partnership between the Owners and the Developer or an Association or persons. Nothing in these presents, shall be construed as a sale, demise or assignment or conveyance in lieu of the said premises or any part thereof to the Developer by the Owners or as creating any right title or interest in respect thereof in favour of the Developer other than an exclusive permission and right in favour of the Developer to develop the same thereunder subject to the terms and conditions of these presents.

14.9 It is also agreed and accepted between the parties hereto that the Owners shall have the right of periodical checking during the time of construction in and upon the Premises for observation and supervision of the constructional work of the new proposed building to be constructed as per the sanctioned building plan.

14.10 All the dues, arrears or outstanding in respect of the said Premises on account of The Kolkata Municipal Corporation taxes, levies shall be paid by the Owners till the completion of the building and after the said completion the Developer or their nominee or nominees shall pay their respective taxes and levis to the Kolkata Municipal Corporation.

14.11 It is understood that from time to time to facilitate the construction of the building by the Developer's 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 shall

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OF ASSURANCES-IV, KOLKATA

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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.

14.12 The Developer shall be entitled to demolish the existing structure after obtaining the sanctioned building Plan from the Kolkata Municipal Corporation and shall dispose off the salvage to any person at its discretion for which the Owners shall have no objection.

14.13 It is clarified that all works of development shall be done by the Developer at its own costs and expenses for and on behalf of themselves and/or their nominee/nominees in respect of the Developer's Area and for and on behalf of the Owners in respect of the Owners' Area.

14.14 Till such time the Association or body is not formed, the premises shall be managed and maintained by the Developer and the cost thereof would be borne and paid by the Owners and the Developer or their respective nominees in their respective 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.

14.15 Each party shall be responsible and liable for their respective share of taxes and impositions relating to their respective allocations.

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14.16 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 respective 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 has been obtained, shall absolve the Developer of its obligation to deliver the Owners' area to the Owners under this Agreement as long as it is in accordance with the specification (The Second Schedule) laid down in this agreement.

15. FORMATION OF ASSOCIATION :

15.1 Immediately after the building is complete or even before the completion of the complex at any time that it may be found convenient, an association of the unit holders will be formed. Such association shall be formed for the purpose of looking after the maintenance upkeep of the building and the said premises and for collection and disbursement of the maintenance charges and other outgoings in respect of the building and the said Premises.

15.2 Upon formation of such association, the work of maintenance collection and disbursement will be taken over by the association.

15.3 Formation and preparing of the rules by-laws and regulations of such association will be done mutually.

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15.4 All expenses for formation of such Association shall be equally borne by the Unit Owners.

16. **FORCE MAJEURE :**

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 MAJEURE" which shall mean and include flood, earth quake, riot, war, storm, tempest, civil commotion, strike, lock out, labour unrest, and/or any other acts of 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 MAJEURE".

17. **ARBITRATION :**

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 by reference to the arbitration of two independent Arbitrators, one to be appointed by each party who shall jointly appoint an Umpire at the commencement of the reference and the Award of the Arbitrators or the Umpire shall be final and conclusive and binding on the subject as between the parties and this clause shall be deemed to be a submission within the meaning of the Arbitration and Conciliation Act, 1996 and its statutory modifications and/or re-enactments thereof in force from time to time.

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18. **JURISDICTION :**

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

THE FIRST SCHEDULE ABOVE REFERRED TO :**(The said Premises)**

ALL THAT the piece and parcel of land measuring about 12 Cottahs, 5 Chittaks and 12 Sq.ft. be little more or less together with 2 storied brick built, residential building situated therein having 9000 sq. ft area on each floor being the municipal premises No. 57 (formerly No. 53), Elliot Road, Police Station Park Street, Kolkata-700016 within the municipal limits of the Kolkata Municipal Corporation, Ward No. 61 along with easement right with all rights of easements and appurtenances attached thereto which butted and bounded as follows:-

- ON THE NORTH** : Premises No. 47, Elliot Road;
- ON THE SOUTH** : Elliot Road;
- ON THE EAST** : Premises No. 59, Elliot Road;
- ON THE WEST** : Premises No. 55, Elliot Road.

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THE SECOND SCHEDULE ABOVE REFERRED TO :**(Specifications of the Work Schedule)**

SPECIFICATION, THE BRAND NAME OR MANUFACTURE'S NAME OF THE MATERIALS, FIXTURES AND FITTINGS TO BE USED AND/ OR FITTED IN THE PROPOSED BUILDING.

1. **FOUNDATION** : R.C.C Work 1:2:4: work (1 cement: 2 stone dust: 4 graded stone aggregate nominal size) in columns, beams, lintels, slabs, lofts, chajjas, shelves, staircase, etc., including centering and shuttering and rendering the exposed surface in cement mortar 1:4 (1 cement: 4 fine sand) steel for R.C.C.

2. **MATERIAL** : Iron Bars -MS TATA/I.S.I Marked Bars.

Cement - Portland 53 Grade

Quality. Sand- Full Course.

Stone Chip - 20 mm size.

3. **EXTERNAL FINISH** : External Wall shall be Wall Putty with Weather Coat Paint. (colour shall be chosen by the First Party).

4. **INTERNAL FINISH** : Brick shall be of 1st Class and shall be

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finish with Wall Putty.

5. **BRICK WORK** : Bricks work in cement mortar in super structure in 1: 6 (1 cement: 6 sand). Half bricks masonry in cement mortar (1:4/1 cement and badarpur sand) with 1" x 1/16" hoop iron at every third course, 2" thick brick tiles work shall be in 1:3 mix, cement, badarpur sand) with 1"x1/6" hoop iron at every third course in steps in cement mortar 1:3 (1 cement badarpur sand). Every External wall shall be 10" and every interior wall shall be 5". All the wall shall be finished with netting.
6. **PLASTER** : 3/4" thick plaster in cement mortar 1:5 (1 cement 5 Jammu sand) inside and rough plaster outside shall be done.
7. **FLOORING** : Flooring will be Double Charged Vitrified Tiles of Kajaria Brand with 4" skirting both side.
8. **STAIR CASE** : Stair case will be Brown marble flooring and Stair Case Landing will be done by heavy aluminum design

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channel cases. Decorative Light will be on every stair case. Landing space shall be granite.

9. **DOORS & FRAME** : Frame shall be 4" x 3" Sal wood frame. Decorative main door, all others are flush doors of Century Ply Brand, anodized brass fittings tower bolt and handles and Godrej locks shall be fixed to doors with handles. Eyes and chain shall be provided on the main door. Flexible Iron Gate of good quality on the main Door of each flat.
10. **WINDOWS/GRILL** : M.S. server Box square bar of 1/2" in windows 4' Height and 6' to 8' width and Black Colour aluminum sliding (Thickness 1.6 mm) fixing of Alex Brand with tainted glass (Thickness 5mm).
11. **PAINTS** : External exposed surface of windows and grill will be finished with Black Japan paints.
12. **WATER** : Through Kolkata Municipal Corporation.

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13. **SANITARY**

: Colour sanitary work with round oval height basin towel rod, toilet paper holder, shower hot and cold water mixer, tape hooks, etc., looking full length with 2" height with frame glass over wash basin and cupboard will be fixed in the bathrooms under the wash basin. All fittings will be Jaguar or equivalent. Concealed Stop cocks to be provided in each toilet. Rain water pipes of 4" dia CI pipes including all fittings and lead joints as also the entire CPVC pipes lines, overhead RCC tanks coated with food grade epoxy shall also be provided and also sanitary works in the bathroom which will be in colour and with hot and cold water arrangement shall be provided in the bathrooms. Sanitary ware will be of Parryware make.

14. **KITCHEN**

: Spacious cooking platform, (18" x 6") with R.C.C and Granite Stone finished platform, SS Sink along with One Jaguar Sink Cock, 6' feet's heights all

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over the wall of the Kitchen finished with Highlighter tiles (15" X 10") and one C.P. Tap Fixture will be of Jaguar Brand. Exhaust fan shall also be provided. Flooring shall be anti skid Tiles of Kajaria Brand and Gas Pipe Line.

15. **TOILET/BATHROOM** : Glaze Wall Tiles (15" X 10") upto 6' height, Hot and Cold connection with a fitting of Three Wall Mixture, one Shower point with Shower fittings, One Geyser Point, Two C.P. Tap all fittings of Jaguar Brand, one Wash Basin of Parryware Brand, One Indian/Western Commode (size 24") with Cistern of Parryware. Flooring shall be anti skid Tiles of Kajaria Brand.
16. **ELECTRICAL** : Electrical load as per requirement to be obtained from C.E.S.C. All conceal electrical wiring with Havells wires. Modular Switches of Havells Brand, Light points, light plugs power points, call bell points, switches visitors call

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bell, phone, foot lights, light points telephone lines, intercom/conduit telephone, Cable T.V. point and Internet Point etc. to be laid as per drawings. 1" dia PVC proconduit pipe of 16 gauge to be used for all electrical lines and Havells wire to be used for power and light points. The distribution board and main board with circuit breaker shutters to be provided. Provision to be made for 3 phase (minimum 11 KW load) wiring and also for all floors, gates lights and canopy lights and outside lighting to be done as shown in drawing, every Room shall have AC Point.

17. **ROOF** : Roof Tiles of Kajaria Brand with water proof Treatments.
18. **ELEVATOR** : Kone or Otis lifts or other reputed and reliable company capacity of 6 Passengers.
19. **FIRE NORMS** : Necessary provisions for fire fighting as per building rules.
20. **GENERATOR** : Adequate back up for each apartment

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and 100% back up for common facilities.

21. **CCTV** : Standard quality CCTV arrangement.

NOTE:

1. All materials to be used in works shall confirm to Indian Standard Specification or other equivalent standard.
2. All the works shall be carried out in proper workman like manner under the guidance and supervision of a qualified and experienced Civil Engineer or a reputed and experienced Architect appointed by the Developer.
3. The Building shall have good aesthetic view.
4. The Open Space around the Building shall be finished with Kota Marbles.
5. Anti Sliding Tiles in a Kitchen and Toilet will be provided.

THE THIRD SCHEDULE ABOVE REFERRED TO :

(Common Parts and Common Areas)

ALL THAT proportionate share in the land comprised in the said premises morefully and particularly described in the First Schedule above together with all rights, liberties, easements and appendages hereto.

* Main entrance to the said premises and the passages around the proposed Building (except the portion earmarked for car parking space).

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- * Water pipes and other plumbing installations from underground/overhead tank for supply of water and pump room.
- * Drainage and sewers and rain water pipe.
- * Paths and/or passages in the ground floor.
- * Main gate, boundary wall of the proposed building including doors thereof.
- * Such other common parts, areas, equipments, installations, fixture, fittings and spaces in and about the said proposed building as are necessary for common use for all occupants of the Units excluding the covered and open car parking space.

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REGISTRAR OF COMPANIES
KOLKATA
27 JUN 2024

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

EXECUTED AND DELIVERED by the **OWNERS** at Kolkata in the presence of:

1. Animesh Ghosh
6, Old Post Office St
Kolkata - 700001
2. Manoj Roy
34, C.A. Avenue
Kolkata - 700012

Deliana Khan
Chetan Maitra
Suzanne Khan
Fareed Sultana
Ahmed Hussain

(OWNERS)

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

1. Animesh Ghosh
2. Manoj Roy

KZAR BUILDCON LLP

A. Khan
Designated Partner

(DEVELOPER)

Drafted by me:

Bhupendra Gupta
(BHUPENDRA GUPTA)
Advocate
High Court at Calcutta
Enrolment No: WB/98/2001



ADDITIONAL REGISTRAR
OF ASSURANCES - KOLKATA
27 JUN 2024

SPECIMEN FORM FOR TEN FINGERPRINTS



<i>Rekha Khan</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



<i>Cibson Mundy</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



<i>Saigun Khan</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



<i>Naha Sularmedin</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
27 JUN 2024

SPECIMEN FORM FOR TEN FINGERPRINTS



Olivia Hanson

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

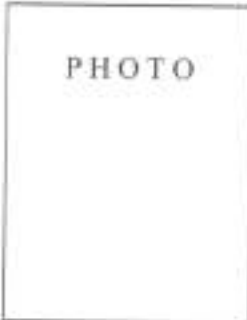


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Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	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					



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
27 JUN 2024

Major Information of the Deed

Deed No :	I-1904-08955/2024	Date of Registration	27/06/2024
Query No / Year	1904-2001615242/2024	Office where deed is registered	
Query Date	26/06/2024 8:13:19 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Bhupendra Gupta 6, Old Post Office Street, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8336832283, Status : Advocate		
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. 6,16,10,656/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,020/- (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:- Park Street, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Elliot Road, ,
Premises No: 57, , Ward No: 061 Pin Code : 700016



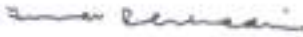


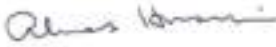
Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	12 Katha 5 Chatak 12 Sq Ft		5,46,39,594/-	Property is on Road
Grand Total :				20.3431Dec	0 /-	546,39,594 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	18000 Sq Ft.	0/-	69,71,062/-	Structure Type: Structure Tenanted.
Gr. Floor, Area of floor : 9000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 9000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		18000 sq ft	0 /-	69,71,062 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mrs REHANA KHAN (Presentant) Wife of NAWAB ALLAHUDDIN AHMED KHAN Executed by: Self, Date of Execution: 27/06/2024 , Admitted by: Self, Date of Admission: 27/06/2024 ,Place : Office		 Captured	
	27/06/2024	27/06/2024	27/06/2024	
Amin Villa Palace, City:- Not Specified, P.O:- Loharu, P.S:-LOHARU, District:-Bhiwani, Haryana, India, PIN:- 127201 Sex: Female, By Caste: Muslim, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX3 , PAN No.:: AAxxxxxx8Q, Aadhaar No: 52xxxxxxxx8726, Status :Individual, Executed by: Self, Date of Execution: 27/06/2024 , Admitted by: Self, Date of Admission: 27/06/2024 ,Place : Office				
2	Name Mrs AFSANA MARWAH Wife of Mr MAJOR S P MARWAH Executed by: Self, Date of Execution: 27/06/2024 , Admitted by: Self, Date of Admission: 27/06/2024 ,Place : Office		 Captured	
	27/06/2024	27/06/2024	27/06/2024	
297, Forest Lane, City:- Not Specified, P.O:- Saket, P.S:-Neb Sarai, District:-South, Delhi, India, PIN:- 110068 Sex: Female, By Caste: Muslim, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX5 , PAN No.:: AAxxxxxx0H, Aadhaar No: 30xxxxxxxx6148, Status :Individual, Executed by: Self, Date of Execution: 27/06/2024 , Admitted by: Self, Date of Admission: 27/06/2024 ,Place : Office				
3	Name Mrs FAIZANA KHAN Wife of Mr FARRUKH KHAN Executed by: Self, Date of Execution: 27/06/2024 , Admitted by: Self, Date of Admission: 27/06/2024 ,Place : Office		 Captured	
	27/06/2024	27/06/2024	27/06/2024	
Rahat Manzil, City:- Not Specified, P.O:- Civil Lines, P.S:-CIVIL LINES, District:-Aligarh, Uttar Pradesh, India, PIN:- 202001 Sex: Female, By Caste: Muslim, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX8 , PAN No.:: AFxxxxxx2D, Aadhaar No: 57xxxxxxxx3257, Status :Individual, Executed by: Self, Date of Execution: 27/06/2024 , Admitted by: Self, Date of Admission: 27/06/2024 ,Place : Office				

4	Name	Photo	Finger Print	Signature
	Mrs FARHAT SALAHUDDIN Wife of Mr FAROOK SALAHUDDIN Executed by: Self, Date of Execution: 27/06/2024 , Admitted by: Self, Date of Admission: 27/06/2024 ,Place : Office	 27/06/2024	 Captured LTI 27/06/2024	 27/06/2024
175, Patliputra Colony, City:- Not Specified, P.O:- Patliputra, P.S:-PATLIPUTRA, District:-Patna, Bihar, India, PIN:- 800013 Sex: Female, By Caste: Muslim, Occupation: House wife, Citizen of: India Date of Birth:XX-XX-1XX2 , PAN No.:: DHxxxxxx3L, Aadhaar No: 85xxxxxxxx1799, Status :Individual, Executed by: Self, Date of Execution: 27/06/2024 , Admitted by: Self, Date of Admission: 27/06/2024 ,Place : Office				
5	Name	Photo	Finger Print	Signature
	Mrs ALMAS HUSSAIN Wife of Mr SYED MANZER HUSSAIN Executed by: Self, Date of Execution: 27/06/2024 , Admitted by: Self, Date of Admission: 27/06/2024 ,Place : Office	 27/06/2024	 Captured LTI 27/06/2024	 27/06/2024
Akshara Petals, 19B, Broad Street, City:- Kolkata, P.O:- Ballygunge, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 Sex: Female, By Caste: Muslim, Occupation: House wife, Citizen of: India Date of Birth:XX-XX-1XX4 , PAN No.:: ABxxxxxx8G, Aadhaar No: 73xxxxxxxx9884, Status :Individual, Executed by: Self, Date of Execution: 27/06/2024 , Admitted by: Self, Date of Admission: 27/06/2024 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	KZAR BUILDCON LLP 63, Rafi Ahamed Kidwai Road, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016 Date of Incorporation:XX-XX-2XX3 , PAN No.:: ABxxxxxx7N,Aadhaar No Not Provided by UIDAI. Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> ARQAM SAMI Son of MD SAMIUDDIN Date of Execution - 27/06/2024, , Admitted by: Self, Date of Admission: 27/06/2024, Place of Admission of Execution: Office </td> <td>  Jun 27 2024 4:14PM </td> <td>  Captured LTI 27/06/2024 </td> <td>  27/06/2024 </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	ARQAM SAMI Son of MD SAMIUDDIN Date of Execution - 27/06/2024, , Admitted by: Self, Date of Admission: 27/06/2024, Place of Admission of Execution: Office	 Jun 27 2024 4:14PM	 Captured LTI 27/06/2024	 27/06/2024
Name	Photo	Finger Print	Signature						
ARQAM SAMI Son of MD SAMIUDDIN Date of Execution - 27/06/2024, , Admitted by: Self, Date of Admission: 27/06/2024, Place of Admission of Execution: Office	 Jun 27 2024 4:14PM	 Captured LTI 27/06/2024	 27/06/2024						

24B, Abdul Halim Lane, City:- Kolkata, P.O:- Park Street, P.S:-Taltola, District:-Kolkata, West Bengal, India, PIN:- 700016, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-2XX1 , PAN No.:: NLxxxxxx3N, Aadhaar No: 35xxxxxxxx0714 Status : Representative, Representative of : KZAR BUILDCON LLP (as Designated Partner)

Identifier Details :

Name	Photo	Finger Print	Signature
Animesh Ghosh Son of Late Arun Ghosh 6, Old Post Office Street, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001		 Captured	
	27/06/2024	27/06/2024	27/06/2024

Identifier Of Mrs REHANA KHAN, Mrs AFSANA MARWAH, Mrs FAIZANA KHAN, Mrs FARHAT SALAHUDDIN, Mrs ALMAS HUSSAIN, ARQAM SAMI

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs REHANA KHAN	KZAR BUILDCON LLP-4.06862 Dec
2	Mrs AFSANA MARWAH	KZAR BUILDCON LLP-4.06862 Dec
3	Mrs FAIZANA KHAN	KZAR BUILDCON LLP-4.06862 Dec
4	Mrs FARHAT SALAHUDDIN	KZAR BUILDCON LLP-4.06862 Dec
5	Mrs ALMAS HUSSAIN	KZAR BUILDCON LLP-4.06862 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mrs REHANA KHAN	KZAR BUILDCON LLP-3600.00000000 Sq Ft
2	Mrs AFSANA MARWAH	KZAR BUILDCON LLP-3600.00000000 Sq Ft
3	Mrs FAIZANA KHAN	KZAR BUILDCON LLP-3600.00000000 Sq Ft
4	Mrs FARHAT SALAHUDDIN	KZAR BUILDCON LLP-3600.00000000 Sq Ft
5	Mrs ALMAS HUSSAIN	KZAR BUILDCON LLP-3600.00000000 Sq Ft

Endorsement For Deed Number : I - 190408955 / 2024

On 27-06-2024

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.

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

Presented for registration at 14:13 hrs on 27-06-2024, at the Office of the A.R.A. - IV KOLKATA by Mrs REHANA KHAN , one of the Executants.

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 8,16,10,656/-

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

Execution is admitted on 27/06/2024 by 1. Mrs REHANA KHAN, Wife of NAWAB ALLAHUDDIN AHMED KHAN, Amin Villa Palace, P.O: Loharu, Thana: LOHARU, Bhiwani, HARYANA, India, PIN - 127201, by caste Muslim, by Profession House wife, 2. Mrs AFSANA MARWAH, Wife of Mr MAJOR S P MARWAH, 297, Forest Lane, P.O: Saket, Thana: Neb Sarai, South, DELHI, India, PIN - 110068, by caste Muslim, by Profession House wife, 3. Mrs FAIZANA KHAN, Wife of Mr FARRUKH KHAN, Rahat Manzil, P.O: Civil Lines, Thana: CIVIL LINES, Aligarh, UTTAR PRADESH, India, PIN - 202001, by caste Muslim, by Profession House wife, 4. Mrs FARHAT SALAHUDDIN, Wife of Mr FAROOK SALAHUDDIN, 175, Patliputra Colony, P.O: Patliputra, Thana: PATLIPUTRA, Patna, BIHAR, India, PIN - 800013, by caste Muslim, by Profession House wife, 5. Mrs ALMAS HUSSAIN, Wife of Mr SYED MANZER HUSSAIN, Akshara Petals, 19B, Road: Broad Street, P.O: Ballygunge, Thana: Karaya, City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Muslim, by Profession House wife

Identified by Animesh Ghosh, Son of Late Arun Ghosh, 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 Law Clerk

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

Execution is admitted on 27-06-2024 by ARQAM SAMI, Designated Partner, KZAR BUILDCON LLP (LLP), 63, Rafi Ahamed Kidwai Road, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016

Identified by Animesh Ghosh, Son of Late Arun Ghosh, 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 Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 25.00/- (E = Rs 21.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 4.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/06/2024 8:53PM with Govt. Ref. No: 192024250094963518 on 26-06-2024, Amount Rs: 21/-, Bank: SBI EPay (SBIEPay), Ref. No. 6188873811636 on 26-06-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75.020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 74,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 8911, Amount: Rs.100.00/-, Date of Purchase: 19/06/2024, Vendor name: S Chanda

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/06/2024 8:53PM with Govt. Ref. No: 192024250094963518 on 26-06-2024, Amount Rs: 74,920/-, Bank: SBI EPay (SBIEPay), Ref. No. 6188873811636 on 26-06-2024, Head of Account 0030-02-103-003-02

Semanti Sikdar

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

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2024, Page from 595784 to 595839
being No 190408955 for the year 2024.



Mohul

Digitally signed by MOHUL MUKHOPADHYAY
Date: 2024.07.31 13:42:33 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 31/07/2024
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.