

8206/18

8481/2018



पश्चिम बंगाल WEST BENGAL



G 996867

*Handwritten notes:*  
 5-2 pm 30/7/18  
 visit  
 30/7/18  
 Dev Agent: 1197654/18  
 v.c. care no - 1603/18  
 30/7/18  
 1907/08/1197654/18  
 Additional Registrar of Assurances-IV, Kolkata

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

*Signature:* Shash  
 Additional Registrar of Assurances-IV, Kolkata

31 JUL 2018

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT IS MADE THIS 26<sup>TH</sup> DAY OF JULY, TWO THOUSAND EIGHTEEN.**

**Between**

(1) **ABUL BARKAT MISAQUL WAHHAB** alias **A.B.M. WAHHAB** son of Late Abdul Wahhab, by faith Islam, by Occupation - Business, by Nationality - Indian, residing at 60, Elliot Road, Park Street, Kolkata - 700 016, Police Station - Park Street, Post office - Park Street, having PAN No. AAIPW1802E and Aadhar Card No. 326054680786,

*Handwritten notes:*  
 Jr-250  
 Jr-150  
 2018

Stamp for Roy Chatterjee  
Advocate  
High Court, Calcutta  
2 & 3, K. S. Road, Kolkata  
10 NOV 2016  
S. CHATTERJEE  
Licensed Stamp Vendor  
C. C. Court  
2 & 3, K. S. Road, Kol-1

10/11/16  
10/11/16

10 NOV 2016

Rabul Agamul

~~10 NOV 2016~~



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
30 JUL 2018

Devendra

Mr. B. D. C. Sen

Room-2

P.O.:- Shree P.S. Shree

Service

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

GRN: 19-201819-026828216-1

Payment Mode: Online Payment

GRN Date: 30/07/2018 16:00:46

Bank: State Bank of India

BRN: IK00RWWSR5

BRN Date: 30/07/2018 16:01:18

DEPOSITOR'S DETAILS

Id No. : 19040001197654/4/2018  
(Query No./Query Year)

Name : VARA HOUSING DEVELOPERS LLP  
Contact No. : Mobile No. : +91 9830806666  
E-mail :  
Address : 23A N S ROAD KOLKATA 700001  
Applicant Name : Mr M S ROYCHOWDHURY  
Office Name :  
Office Address :  
Status of Depositor : Buyer/Claimants  
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement  
Payment No 4

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	19040001197654/4/2018	Property Registration- Stamp duty	0000-02-103-003-00	74021
2	19040001197654/4/2018	Property Registration- Registration Fees	0000-03-101-001-10	130101

Total

210622

In Words : Rupees Two Lakh Ten Thousand Twenty Six only

Handwritten signature or mark.



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA



व्यक्तिगत आयकर खाते  
Personal Income Tax Account No. 1000 2002

AAQPV3879A



एनपी नाम  
VANA HOUSING DEVELOPERS LLP

सक्रिय / नसक्रिय खाते  
Date of activation / Non-activation  
15/08/2019

आयकर विभाग, दिल्ली  
आयकर विभाग, दिल्ली  
आयकर विभाग, दिल्ली  
आयकर विभाग, दिल्ली  
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आयकर विभाग, दिल्ली





ভারত সরকার  
Government of India

মন্ত্রণালয়  
Ministry of Information & Public Relations  
সংসদ ভবন, দিল্লি  
New Delhi



7121 3431 7914

আমার অস্বাস্থ্য, আমার পরিচয়



ভারতীয় চিহ্নিতকরণ কর্তৃপক্ষ  
Unique Identification Authority of India

<p>ঠিকানা:</p> <p>সি.ও. চিহ্নিতকরণ কর্তৃপক্ষ, মন্ত্রণালয়, ১১১, টি.১১/১, বি. এল. সিটি, আলিয়ার, জালালাবাদ, দিল্লি ১১০০৫১, ভারত</p>	<p>Address:</p> <p>SI-COIC-CHICP, Ministry of Information &amp; Public Relations, New Delhi, India</p>
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7121 3431 7914



भारत सरकार  
GOVT. OF INDIA



भारत सरकार  
GOVT. OF INDIA

MAHESH AGARWAL

GOKUL AGARWAL

04/12/1970

PROBATIONER ACCOUNTANT GENERAL

ADCPA1190P

*[Signature]*





भारत सरकार  
Government of India

मंत्रालय  
विशेष सचिव  
ए. आर. डी. ऑफिस  
ए. आर. डी. ऑफिस  
ए. आर. डी. ऑफिस



3260 5468 0786

संयोजक - साधारण मालुमेन अधिकार

*Handwritten signatures and text in Hindi.*



एनयूआई अथॉरिटी ऑफ इंडिया  
Unique Identification Authority of India

पता: एनयूआई अथॉरिटी ऑफ इंडिया  
ए. आर. डी. ऑफिस - एनयूआई  
ए. आर. डी. ऑफिस - एनयूआई


3260 5468 0786



*Handwritten signatures and text in Hindi.*



वर्ग १२८१ १२८१ / PERMANENT ACCOUNT NUMBER  
AAJPW1802E



THE NAME  
ABM WAHAB

FIR OR THE FATHER'S NAME  
ABDUL WAHAB

THE DATE / DATE OF BIRTH  
22-11-1942

PRINTED SIGNATURE  
A. B. M. Wahab

*[Signature]*  
22ND NOV. 1942  
COMMISSIONER OF INCOME-TAX, W.A. - 2

HOTEL CAPELLA  
*A. B. M. Wahab*  
Proprietor



भारत सरकार  
Unique Identification Authority of India  
Government of India

एनएमआई संख्या/Enrollment No.: 1525/20244/00158

Issuance Date: 15/08/2019  
 Generation Date: 15/08/2019

To  
 वैशुल सारंग राहमान  
 Zainab Sarang Rahman  
 W/O: Naved Rahman  
 26D, Park Lane  
 Park Street  
 Kolkata Park Street  
 West Bengal - 700016  
 9836509769



आपका आधार क्रमांक / Your Aadhaar No.:

**7365 4875 9119**

मेरा आधार, मेरी पहचान



भारत सरकार  
Government of India



वैशुल सारंग राहमान  
 Zainab Sarang Rahman  
 जन्म तिथि/DOB: 14/10/1969  
 लिंग / GENDER: FEMALE



7365 4875 9119

मेरा आधार, मेरी पहचान



सूचना

- आधार पहचान का प्रयोग ई-संवर्धन सेवा के लिये।
- पहचान का प्रमाण प्रमाणित करने के लिये प्रयोग करें।
- यह एक इलेक्ट्रॉनिक दस्तावेज़ है।

आधार (Aadhaar)

- Government of India
- Issued by the Unique Identification Authority of India
- This is electronically generated proof.

- आधार देश भर में जारी है।
- आधार अधिकार में सहायता और ई-संवर्धन सेवा के लिए प्रयोग में आने वाली सेवा है।
- Aadhaar is used throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



वैशुल सारंग राहमान  
Unique Identification Authority of India

पता:  
 प्रद्योतिका नॉक्स राहमान, 26डी,  
 पार्क लैंन, पार्क स्ट्रीट, कोलकाता,  
 वेस्ट बंगाल - 700016

Address:  
 W/O: Naved Rahman, 26D, Park  
 Lane, Park Street, Kolkata  
 West Bengal - 700016

7365 4875 9119

Zainab Sarang Rahman



Zainu Sarim Rahman



ভারত সরকার  
Government of India



নাম: সায়ী  
Shraddha Wairale  
পেশা: সিস্টেম এনালিস্ট  
পঞ্জীয়ন নং / Year of Birth: 1974  
লিঙ্গ / Gender



3642 1006 3465

আধার - সাধারণ মানুষের অধিকার



ভারতীয় একমুদ্রিত পরিচয় পরিষদ  
Unique Identification Authority of India

ঠিকানা:

১০, এলিট রোড, পার্ক স্ট্রীট  
১০, প্যারিস স্ট্রীট, কোকাত, পশ্চিম  
বঙ্গ ৭০০০১৬

Address:

10, ELLIOT ROAD, Park Street  
10, Paris Street, Kolkata, West  
Bengal 700016

3642 1006 3465



1800 300 1007



uaid@uaid.gov.in



www.uaid.gov.in



Shireen Wahhab



GOVERNMENT OF JAMAICA  
Ministry of Health  
Jamaica  
8322 1112 4152



GOVERNMENT OF JAMAICA  
Ministry of Health  
Jamaica  
8322 1112 4152

आयकर विभाग  
INCOME TAX DEPARTMENT  
ZOYA RAHMAN

NAVED RAHMAN

24/04/1996

Permanent Account Number  
CGRPR2192H

*Naved*  
Signature



भारत सरकार  
GOVT. OF INDIA



✓



**भारत सरकार**  
Unique Identification Authority of India  
**Government of India**

आधार सं. / Enrollment No. / 102820244/00108

नाम / Name:  
Zara Rahman  
D/O Navod Rahman  
280, Park Lane  
Park Street  
Kolkata Park Street  
West Bengal - 700016  
9091126616

आधार सं. / Enrollment No. / 102820244/00108



आपका आधार क्रमांक / Your Aadhaar No. :  
**7090 2331 7469**  
मेरा आधार, मेरी पहचान



भारत सरकार  
उपरोक्त जानकारी आधार पर है।



नाम / Name:  
Zara Rahman  
आधार सं. / ID No. / 1208/1037  
लिंग / Gender / FEMALE



7090 2331 7469

मेरा आधार, मेरी पहचान



- आधार पहचान का इस्तेमाल केवल भारत में ही किया जा सकता है।
- आधार पहचान का उपयोग केवल भारत में ही किया जा सकता है।
- यह एक इलेक्ट्रॉनिक दस्तावेज़ है और इसे सुरक्षित रखें।

- आधार पहचान का उपयोग केवल भारत में ही किया जा सकता है।
- To establish identity, Aadhaar can be used.
- This is electronically generated letter.

- आधार पहचान केवल भारत में ही उपयोग किया जा सकता है।
- आधार पहचान केवल भारत में ही उपयोग किया जा सकता है।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



भारत सरकार  
उपरोक्त जानकारी आधार पर है।

नाम / Name:  
Zara Rahman  
आधार सं. / ID No. / 1208/1037  
लिंग / Gender / FEMALE

Address:  
D/O Navod Rahman, 280, Park Lane,  
Park Street, Kolkata,  
West Bengal - 700016

7090 2331 7469





आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

ZARA RAHMAN

NAVED RAHAMAN

12/08/1987

Permanent Account Number

CJXPR4750E

*Zara Rahman*

Signature



12/08/2018

युक्त संघर्ष के लोग/युक्त संघर्ष के लोग युक्ति से/संघर्ष

संघर्ष के लोग/युक्त संघर्ष के लोग

संघर्ष के लोग/युक्त संघर्ष के लोग

संघर्ष के लोग/युक्त संघर्ष के लोग

संघर्ष के लोग/युक्त संघर्ष के लोग

संघर्ष के लोग/युक्त संघर्ष के लोग

If this card is lost / someone is lost card or found,

please inform / return to

Income Tax PAN Services Unit, NSDL

5th Floor, Maxxi Building,

Plot No. 341, Survey No. 147/1,

Madal Colony, Near Deep Bunglow Circle,

Pune - 411 016.

Tel: 9120 2121 8000 Fax: 91 20 2721 8041

e-mail: [nsdl@pan.ernet.in](mailto:nsdl@pan.ernet.in)





भारत सरकार  
GOVERNMENT OF INDIA

विश्वविद्यालय सेवा  
विभाग / Welfare  
विभाग - अल्पकालीन सेवा  
नाम - ABOLA WADHAW  
जन्म दिनांक / Date of Birth - 1922  
पता / Mail



4079 3699 6054

आधार - साधारण मानुषेण अधिकार

*Handwritten signature*



भारतीय विश्वविद्यालय प्रमाणिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ठिकाण  
1. 18, चक्रवर्ती रोड, कोकण प्रशासक  
ऑफिस, कोकण, महाराष्ट्र  
400017

Address  
18, CHAKRABARTI ROAD, CHAK  
AVENUE S O, CHAK AVENUE  
KOKATA, WEST BENGAL  
700017



*Andul Wahab*





ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India  
Government of India

ভালিকাঙ্কির আই ডি / Enrollment No.: 1490/80010/00888

To  
দেবশীষ দাস  
Debasish Das  
16 BIPRODAS CHATTERJEE LANE  
Haora (M.Corp)  
Shibpur  
Haora Howrah  
West Bengal 711102  
9051455122

09/08/2016  
388542414



MA865424147FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

**9088 6974 8327**

আমার আধার, আমার পরিচয়



ভারত সরকার

Government of India



দেবশীষ দাস  
Debasish Das  
পিতা : দীপক দাস  
Father: Dipak Das  
জন্মতারিখ / DOB : 25/12/1974  
বুন্দন / Male



**9088 6974 8327**

আমার আধার, আমার পরিচয়

## তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা লাভ করুন।

## INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- আধার সারা দেশে মান্য।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



ঠিকানা:  
16, বিপ্রদাস চ্যাটার্জী লেন, হাওড়া  
(এম.কর্পোরেশন), হাওড়া,  
শিবপুর, পশ্চিম বঙ্গ, 711102

ভারতীয় বিশিষ্ট পরিচয় প্রমাণীকরণ  
Unique Identification Authority of India

Address:  
16, BIPRODAS CHATTERJEE  
LANE, Haora (M.Corp), Howrah,  
Shibpur, West Bengal, 711102

9088 6974 8327

- (2) **ZAINUS SANAM RAHMAN** daughter of Mr. A.B.M. Wahhab, by faith Islam, by Nationality Indian, by Occupation Professional, residing at 26D, Park Lane, Park Street, Kolkata - 700 016, Police Station - Park Street, Post office - Park Street, having **PAN No. AHBPR1548N**, having **Aadhar Card No. 736548759119**,
- (3) **SHIREEN WAHHAB** daughter of Mr. A.B.M. Wahhab, by faith Islam, by Nationality Indian, by Occupation Business, residing at 60, Elliot Road, Park Street, Kolkata - 700 016, Police Station - Park Street, Post office - Park Street, having **PAN No. AAQFW3728B**, having **Aadhar Card No. 364210063465**,
- (4) **ZOYA RAHMAN** daughter of Mr. Naved Rahman and Mrs. Zainus Sanam Rahman, by faith Islam, by Nationality Indian, by Occupation Student, residing at 60, Elliot Road, Park Street, Kolkata - 700 016, Police Station - Park Street, Post office - Park Street, having **PAN No. CGRPR2192H**, having **Aadhar Card No. 815211724042**,
- (5) **ZARA RAHMAN** daughter of Mr. Naved Rahman and Mrs. Zainus Sanam Rahman, by faith Islam, by Nationality Indian, by Occupation Student, residing at 26D, Park Lane, Park Street, Kolkata - 700 016, Police Station - Park Street, Post office - Park Street, having **PAN No. CJXPR4750E**, having **Aadhar Card No. 709023317469**,
- (6) **IMTIAZUL WAHHAB** son of Late Abdul Wahhab, by faith Islam, by Nationality Indian, by Occupation Business, residing at I/B Circus Avenue, Kolkata - 700 017, Police Station - Beniapukur, Post office - Beniapukur, having **PAN No. AAHPW9687J**, having **Aadhar Card No. 407936996054**,

collectively hereinafter referred to as the "Owners" (which expression shall mean only the Owners and each of their respective successors-in-interest, their heirs, executors, legal representatives administrators and / assigns) of the **One Part**

**And**

**VARA HOUSING DEVELOPERS LLP**, a Limited Liability Partnership, having Registration Number **AAM-6374**, having **PAN No. AAQFV4879A**, having its registered office at "Fortuna Tower", 23 A, Netaji Subhas Road, 1<sup>st</sup> Floor, Room No. 10, Kolkata 700001, Police Station - Hare Street, Post Office - GPO, represented by its **Designated Partner Sri Mahesh Agarwal** son of Sri Gokul Chand Agarwal, residing at 49A, Tollygunge Circular Road, Kolkata 700053, Police Station - New Alipore, Post Office - New Alipore, having **Pan No. ADBPA1190P**, authorized vide partners resolution dated 18<sup>th</sup> May, 2018, hereinafter referred to as the "**Developer**"



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
30 JUL 2018

(which expression shall mean and include its successors-in-interest and/or permitted assigns) of the **Other Part**:

The "**Owners**" and the "**Developer**" are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

**WHEREAS:**

A. Each of the Owners represent as follows:

- (i) the Owners are respectively the full and absolute owners of their respective several identified demarcated pieces and parcels of land, which land parcels are contiguous and continuous with/to each other, and are of "Sali" classification and varied measurements, collectively admeasuring 72.50 (Seventy Two point Five Zero) decimals more or less, equivalent to 43.865 cottahs more or less, comprised in R.S. & L.R. Dag No. 1391, appertaining to several L.R. Khatian Nos., situated at Mouza Thakdari, J.L. No. 19, Police Station New Town, Under Bidhannagar Municipal Corporation, Being Municipal Ward No. 27, District North 24 Parganas, Kolkata 700102, as described in Second Schedule herein (collectively "Subject Land", and individually/independently "Land Parcel");
- (ii) each of the concerned Owners have acquired title to their respective Land Parcels, by and under their respective Title Deeds;
- (iii) each of the Land Parcels are free from all Encumbrances and have been in the respective vacant, peaceful and physical possession of the concerned Owners;
- (iv) each of the Land Parcels are collectively contiguous, continuous and adjacent to each other, capable of being amalgamated/consolidated into and/or developed as a single plot of land.

- B. Each of the Owners being respectively desirous of commercially exploiting their respective Land Parcels, and in view of each of the Land Parcels being continuous to and/or adjoining each other, each of the Owners decided/agreed to collectively develop and/or to cause collective development of the Subject Land as a composite development, with the intent and object of generating and reaping greater profits and revenues for the mutual benefit and advantage of each of the Owners.





ADDITIONAL REGISTRAR  
OF ASSURANCES - IV, KOLKATA  
30 JUL 2018

- C. The Developer is engaged in the business of real estate development, having the infrastructure, man power and financial means, and the Owners being desirous that the Developer undertake *inter alia* the development of the Subject Land, the Parties have mutually agreed on certain terms and conditions pertaining *inter alia* to the commercial exploitation of the Subject Land and the grant in favour of the Developer by each of the Owners of several rights, interests etc. including the Development Rights in respect of the Subject Land, all in lieu of *inter alia* a mutually agreed consideration, and are thus desirous of recording the same in writing, as stated herein.

Now Therefore, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration (the sufficiency whereof is hereby mutually acknowledged), the Parties with the intent to be legally bound, hereby agree as follows:

#### **Article 1** **Definitions**

In addition to any other terms which are defined in this Agreement, and unless the context otherwise requires, each of the following terms, when used in this Agreement shall have the respective meaning assigned to them in this Article:

- 1.1 "Abutting Land" shall mean land in R.S. and L.R. Dag Nos. 1391 (Part), 1395, 1396, 1397, 1410, 1411 and 1412, Mouza Thakdari, J.L. No. 19, Police Station New Town, Under Bidhannagar Municipal Corporation, being Municipal Ward No. 27, District North 24 Parganas, Kolkata 700102.
- 1.2 "Abutting Land Owners" shall mean Owners of the Abutting land mentioned above.
- 1.3 "Agreement" shall mean this Agreement together with each of the Schedules and/or Annexures stated herein and/or attached hereto and/or incorporated herein by reference or otherwise, as the case may be, as may be amended in writing by the Parties from time to time by way of letters and/or supplemental agreements and/or addenda to the Agreement.
- 1.4 "Applicable Law(s)" shall mean and include all applicable Indian laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, orders, binding actions etc. of any Governmental Authority, tribunal, board, court, as updated or revised or amended from time to time.

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- 1.5 "Commonly Used Areas and Facilities" shall mean the access roads, commonly used areas and portions of the Project as also the commonly used facilities and infrastructure, which may be made available by the Developer to the Intending Transferee(s) to access and/or facilitate the use and enjoyment of the Project, each as determined and specifically identified by the Developer at its sole and absolute discretion.
- 1.6 "Conversion" shall mean the issuance of the certificate by the concerned competent authority in this regard, granting the approval for conversion of the land use of a particular Land Parcel from its recorded use to housing complex / commercial use.
- 1.7 "Deposits" shall mean each of the amounts levied/charged/imposed/received by the Developer from an Intending Transferee as deposits and/or as sinking funds, corpus deposits etc. by whatever name called, for the installation as also for the on-going maintenance and management of *inter alia* the electrical infrastructure, the water connections, generator, all facilities serving the Project, municipal rates and taxes, commercial surcharge, land revenue, duties, charges and other outgoings, and the proportionate costs and expenses for the maintenance and management of the Commonly Used Areas And Facilities including the proportionate share of *inter alia* the municipal rates and taxes, commercial surcharge and land revenue in respect of the Commonly Used Areas And Facilities, and further all other deposits applicable to/imposed on the Intending Transferee(s), each as determined by the Developer at its sole and absolute discretion, the frequency, quantum and heads whereof shall be determined by the Developer from time to time at its sole and absolute discretion and will be held by the Developer till the same (subject to such deductions as may be applicable) are transferred to the Organisation or made over to anybody/authority, statutory or otherwise.
- 1.8 "Developer's Event of Default" shall mean as below
- 1.8.1 the Developer fails to take any steps in respect of the Project for 6 (Six) months from date of sanction of plan and all other clearances for commencement of construction and/or work on the Project stops/is stopped by the Developer for 6 (Six) months continuously despite the Owners having fulfilled and complied with each of their obligations as stipulated herein to the satisfaction of the Developer;
- 1.8.2 the Developer has an order of bankruptcy, dissolution, liquidation or winding-up being passed against it.



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- 1.9 "Development Rights" in the context of each Land Parcel and/or the Subject Land shall mean and include all rights, titles, interests and privileges therein and the constructions thereon, which rights, interest and privileges shall include without limitation, *inter alia*, the right to:
- (a) enter into and/or access each of the Land Parcels without any hindrance, impediment, restriction, prohibition etc. for the specific purpose of developing, constructing and completing the Project, on the clear and unequivocal understanding that on and from the date of completion of the Project as certified by the architect of the Project, the Owners and the Developer shall be deemed to be in/retain joint legal physical possession of each of the aforesaid, save and except the areas if any already handed over to any Intending Transferee(s);
  - (b) commercially exploit the Subject Land by way of execution and implementation of the Project thereon, and to deal with the Project in terms of this Agreement;
  - (c) determine at its sole discretion, the scheme of development of the Project, the nature, design and components of the Project as also the mode and manner of execution and implementation thereof, on the understanding that the Project will be constructed with the basic specifications as detailed in the **First Schedule** hereunder written, on the clear and unequivocal understanding and agreement that such specifications may be altered and/or changed and/or modified and/or substituted as may be required by the Developer from time to time at its absolute discretion with any other specifications of like or more or less similar or better value and/or nature and/or type, and the decision of the Developer in this regard shall be final and binding;
  - (d) have the Subject Land surveyed, and the soil tested;
  - (e) prepare and make necessary applications to the relevant Governmental Authorities and/or other bodies/authorities and/or to revise, modify or amend such applications, with the assistance of the Owners, or as the constituted attorney of the Owners, as the case may be, as may be determined by the Developer from time to time at its sole discretion, for the smooth execution and implementation of the Project including for obtaining connections of water, electricity and all other utilities and facilities as also permits for cement, steel and other controlled building materials, if any;



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- (f) prepare and/or cause to be prepared the plans of/for the Project including the revisions, alterations, modifications etc. thereto as the Developer may deem fit and proper, and furthermore to make necessary applications for the approval, sanction, modification, revision, addition, alteration etc. of such plan(s), and to sign, execute and deliver all writings, undertakings and agreements as may be necessary in connection with the aforesaid;
- (g) appoint architects, surveyors, engineers (civil, structural, mechanical, electrical amongst others), contractors, specialists, valuers, consultants, agencies, service providers and other Person(s) in connection with the execution and implementation of the Project, on the understanding that an architect of good repute will be appointed for the Project, each of whom shall have the unhindered, unimpeded and unrestricted right to enter into and/or access each of the Land Parcels;
- (h) construct and/or lay internal roads, drainage facilities, water supply facilities, sewage disposal facilities and electricity supply lines;
- (i) determine from time to time, at its discretion, the mode, manner and calculation of the built-up area and the super built-up area of the several spaces to comprise the Project;
- (j) carry out the publicity and marketing of the Project, and the sales of every part and portion of the Project area as allocated to the Developer for its share of Developer allocation as specified in clause 4.3(ii) in such a manner as may be determined by the Developer;
- (k) sell and/or Transfer and/or create any manner of right, title or interest over/in respect of the Developers' share area comprising in the Project in pursuance of this Agreement, at such prices, on such terms and conditions and in favour of such Person(s) as the Developer may determine;
- (l) sell, convey and otherwise Transfer, dispose of, alienate, deal with, assign, lease, grant licenses etc. and/or create Third Party rights over/in/in respect of any part or portion of the Project under Developers' allocation, in such a manner as the Developer may deem fit and proper including the right to convey, Transfer, dispose of the same (in pursuance of the powers granted herein and/or in pursuance of this Agreement), and to execute all agreements, deeds, documents in respect thereof, to receive and deal with the proceeds and/or the revenues generated there from/in respect thereof, in the manner stipulated in this Agreement;





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- (m) secure the occupancy certificate, completion certificate, approvals, certificates, consents relating to fire, sewage, airport clearance, environmental clearance and all other certificates/approvals/licenses/consents required for the execution and implementation of the Project;
- (n) develop the Project under the brand name of the Developer and/or its associates/ affiliates, as the Developer may determine at its discretion, and to display and advertise the name, brand name etc. of the Developer and/or its associates/ affiliates at such parts and portions of the Subject Land, as the Developer may deem fit and proper;
- (o) establish such new entity(ies) as the Developer may determine to assume the obligations, liabilities and costs connected with the management and maintenance of the Project and/or to entrust/assign/delegate such obligations, liabilities and costs to such entity(ies) as may be determined by the Developer;
- (p) do, execute and perform such other acts, deeds, things etc. as may be required to ensure the smooth execution, implementation and completion of the Project, including those incidental and/or related to any of the rights stated herein, without any objection being raised by and/or on behalf of the Owners on any ground whatsoever or howsoever.

1.10 "Developer's Share" shall have the meaning ascribed to such term in Clause 4.3 (ii) of this agreement.

1.11 "Encumbrances" in so far it relates to each Land Parcel shall mean mortgages, pledges, equitable interests, hypothecations, encumbrances, title defects, title retention agreements, liens, charges, lispendens, liabilities, claims, demands, prohibitions, wakfs, debutors, trusts, bargadars, bhagchasis, occupants, tenancies, thika tenancies, leases, trespassers, encroachments, acquisitions, requisitions, attachments, alignments, Third Party claims etc. whatsoever or howsoever, commitments, restrictions, prohibitions or limitations of any nature including restriction on use, transfer or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, and/or any agreement, whether conditional or otherwise, to create any of the same.

1.12 "Execution Date" shall mean the date of execution of this Agreement.



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- 1.13 "Extra Charges" shall mean the extra amounts paid by and the reimbursements received from an Intending Transferee by the Developer towards any extra charges, Club Charges, Preferred Location Charges, High rise charges, generator charges together with the charges and expenses allied/related thereto, charges towards electrical infrastructure, VRV-AC charges, charges/fees towards/in lieu of having sanctioned any deviations in the construction from the sanctioned plan(s) as stipulated in the relevant statute governing the same, legal fees, legal expenses, stamp duty, registration fees etc., each as determined by the Developer at its sole and absolute discretion.
- 1.14 "Force Maejure" shall mean any delay, obstruction, interference, impediment, obstacle etc. whatsoever in the work of construction or in the performance by the Developer of any of its obligations stipulated herein, resulting from any cause which has or may reasonably be expected to have a material adverse effect on the Developer's rights or duties to perform its obligations under this Agreement including any delay, obstruction, interference etc. caused by:
- i) fire or explosion;
  - ii) natural calamity, any act of God, earthquake, lightning, flood, environmental issues and/or any other unforeseeable severe weather conditions;
  - iii) riots, civil disturbances, insurrection, enemy action, embargoes, blockades or war (declared or undeclared), civil commotion, terrorist action, litigation, bandh, armed conflict, curfew, acts of government and/or of any Governmental Authority;
  - iv) non-availability and/or irregular and/or delayed supply/availability essential inputs, water, electricity, sewerage disposal, any connection(s) from the concerned authority, etc.;
  - v) injunctions or orders or restrictions of/imposed by any government entity/ Governmental Authority;
  - vi) any prohibitory order, notice, rule or notification of/from the court and/or sanctioning authorities and/or any of the Governmental Authorities and/or statutory bodies and/or the municipal corporation/municipality and any other authority, statutory or otherwise;
  - vii) delay due to any application under any of the applicable building rules;
  - viii) delay in decisions/clearances/approvals/connections/permissions from any statutory and/or other authorities/bodies and/or by any Governmental Authority;
  - ix) any other circumstances beyond the control of the Developer and/or beyond the anticipation of the Developer.



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- 1.15 "**Governmental Authority**" shall mean: (a) any national, state, city, municipal or local government, governmental authority/ regulatory authority; and/or (b) any agency or instrumentality of any of the authorities referred to in (a) above; and/or (c) any non-governmental regulatory or administrative authority, body or other organization, to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organization have the force of law; and/or (d) any competent court or tribunal; and/or.
- 1.16 "**Intending Transferee**" shall mean any Person intending to acquire: (a) any manner/ nature of right, title or interest in any identified unit/constructed space at the Project; and/or (b) the permission to park vehicle(s) at vehicle parking space(s) at the Project as identified by the Developer.
- 1.17 "**Land Parcel**" shall have the meaning ascribed to such term in **Recital A (i)** of this Agreement.
- 1.18 "**Organisation**" shall mean the entity caused to be formed by the Developer as and when determined by the Developer, the nature, composition, constituents, structure etc. whereof shall be determined by the Developer, which entity shall be entrusted *inter alia* with the maintenance, management, upkeep and administration of the Project and such other roles, responsibilities and obligations as may be determined by the Developer.
- 1.19 "**Outgoings**" shall mean all the rates, taxes, property taxes, assessments, land revenue and all other outgoings by whatsoever name called, payable in respect of each of the Land Parcels, each together with interest and penalty thereon, if any.
- 1.20 "**Owners' Authorised Representatives**" shall have the meaning ascribed to such term in **Clause 9.2.1** of this Agreement.
- 1.21 "**Owners' Event of Default**" shall mean as below:
- 1.21.1.1 any of the Owners fail to fulfill any of their obligations stipulated in this Agreement to the satisfaction of the Developer within the respective time period(s) stipulated for the same;
  - 1.21.1.2 on it being ascertained that any part or portion of any Land Parcel is not free from Encumbrance(s) and/or the title thereof is not clear and/or marketable and/or the same suffers from any defect, issue etc. as ascertained by the Developer;



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- 1.21.1.3 failure of the Owners to carry out the Title Rectification within the Rectification Period to the complete satisfaction of the Developer;
  - 1.21.1.4 any of the Owners commit any default or breach of any of the covenants and/or undertakings contained in this Agreement and/or of any provision of this Agreement, whether by way of any acts of omission or commission;
  - 1.21.1.5 any misrepresentation made by any of the Owners;
  - 1.21.1.6 any wilful misconduct by any of the Owners;
- 1.21.2 any of the Owners has:
- 1.21.2.1 a liquidator or provisional liquidator appointed over its assets or undertaking or any part of them; and/or
  - 1.21.2.2 ceased to pay its debts or suspended payment generally or become or be unable to pay its debts as and when they become due and payable; and/or
  - 1.21.2.3 entered into or resolved to enter into an arrangement, composition or compromise with, or assignment for the benefit of its creditors generally, or any class of creditors, or proceedings are commenced to sanction such an arrangement, composition or compromise other than for the purposes of a bona fide scheme of reconstruction or amalgamation with the prior written consent of the Developer,
- 1.22 "Owners' Share" shall have the meaning ascribed to such term in Clause 4.3 (i) of this Agreement.
- 1.23 "Person(s)" shall mean any individual, sole proprietorship, unincorporated association, body corporate, corporation, company, firm, partnership, limited liability company, limited liability partnership, joint venture, Governmental Authority, trust, hindu undivided family, union, association, or any other entity or organization, and where permitted, that person's respective successors, permitted assigns and permitted transferees.
- 1.24 "Project" shall mean the development comprising of one or more of such several components as may be determined by the Developer at its sole and absolute discretion, proposed to be carried out by the Developer on the Subject Land (the proportion and/or area of each component as also the manner and phases of construction of the same to be determined by the Developer).





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- 1.25 "Rectification Period" shall have the meaning ascribed to such term in **Clause 10.3** of this Agreement.
- 1.26 "Sales & Marketing Expenses" shall mean 4% (Four percent) of the total Sale Proceeds.
- 1.27 "Sale Proceeds" shall mean the amounts received by the Developer from an Intending Transferee in lieu of Transfer/alienation of any part or portion of the Project (Developer's Allocation) together with the amounts, if any, received from the Intending Transferee towards the permission granted to park vehicles, but the term shall not mean or include:
- a) the Deposits;
  - b) the Extra Charges;
  - c) the Taxes;
  - d) any amounts received towards/as fees for nomination, transfer, assignment etc.;
  - e) payment of any taxes, fees, duties, costs, expenses or any other charges by whatever name called;
  - f) brokerage, and sales and marketing expenses;
  - g) any amount refunded/paid and/or agreed to be refunded/paid to any Intending Transferee on any account whatsoever or howsoever after adjustment of the brokerage and marketing expenses if any on such amount, notwithstanding and without prejudice to the obligation of the Owners to also so refund/pay any amount to an Intending Transferee.
- 1.28 "Security" shall have the meaning ascribed to such term in **Clause 5.1** of this Agreement.
- 1.29 "Security Deposit" shall have the meaning ascribed to such term in **Clause 5.1** of this Agreement.
- 1.30 "Subject Land" shall have the meaning ascribed to such term in **Recital A (i)** of this Agreement.
- 1.31 "Taxes" shall mean each of the amounts levied/charged/received from/upon any Intending Transferee towards Goods and Service Tax, Service tax, sales tax, works contracts tax, value added tax etc. and/or any other fees, taxes, cesses, assessments, duties, levies, impositions etc. by whatever name called, whether applicable at present or levied in the future, with retrospective effect or otherwise, and shall mean and include the increments thereof.



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- 1.32 **"Third Party"** shall mean any Person that/who is not a signatory to this Agreement.
- 1.33 **"Title Deeds"** shall mean and refer to all the documents represented by the concerned Owners as evidencing their respective ownership, right, title and interest over and in respect of their respective Land Parcels including those as identified by the Developer, with the documents where under each of the Owners have acquired freehold title to their respective Land Parcels being detailed in the **Second Schedule** hereunder written.
- 1.34 **"Title Rectification"** shall have the meaning ascribed to such term in **Clause 10.3** of this Agreement.
- 1.35 **"Transfer"** (including with correlative meaning, the terms **"Transferred"** and **"Transferability"**) shall mean to transfer, sell, assign, Encumbrance on/in/over, place in trust, exchange, gift or transfer by operation of law or in any other manner.

## **Article 2** **Interpretations**

In this agreement save and except as otherwise expressly provided:

- 2.1 All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read construed as agreeing with the required word pronoun.
- 2.2 The division of this agreement into headings is for the convenience of the reference only and shall not modify or effect the interpretation or construction of this agreement or any of its provisions.
- 2.3 When calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the last day of such period is not a business day, the period in question shall end on the next business day.
- 2.4 All reference to section numbers refers to the sections of this agreement all reference to schedule hereunder written.
- 2.5 The word "Herein", "Hereof", "Hereunder", "Hereafter" and "Hereto" and words similar import refer to this agreement as a whole and not to any particular Article or section thereof.



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- 2.6 Any reference to any act of Parliament or State Legislature in India with general or specific shall include any modification, extension or enactment of it for the first time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction anytime issued under it.
- 2.7 Any reference to any agreement, contract plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novat.
- 2.8 The words "directly or indirectly" mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and "direct" or "indirect" shall have the correlative meanings;
- 2.9 An obligation of a Party to do something shall include an obligation to ensure that the same shall be done, and an obligation on the part of a Party not to do something shall include an obligation not to permit, suffer or allow the same to be done;
- 2.10 All approvals/consents to be granted by any of the Parties under this Agreement and/or any mutual agreements to be arrived at between the Parties, shall be in writing;
- 2.11 For the purposes of this Agreement, the "knowledge" of the Owners of a fact, matter, circumstance or thing, shall include facts, matters or things which the Owners' knew of or ought reasonably to have known of, following due enquiry.

### **Article 3**

#### **Grant of Development Rights**

- 3.1 In lieu of the consideration recorded herein, on and from the applicable Effective Date each of the Owners confirm the grant, Transfer, assurance and assignment in favour of the Developer of the sole and exclusive Development Rights in respect of each of their respective Land Parcels comprising the Subject Land together with all benefits, privileges and rights appurtenant thereto further together with.
- 3.2 In lieu of the consideration recorded herein and subject to fulfilment and performance by the Owners of all their obligations to the satisfaction of the Developer, the Developer accepts the aforesaid grant and Transfer of the Development Rights in respect of each of the Land Parcels and agrees to undertake the development of the Project at its own cost and expense.
- 3.3 It is further clarified and understood that on and from the applicable Effective Date:



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- 3.3.1 the Owners did not retain any right to Transfer and/or deal with their respective Land Parcels and/or the Subject Land other than in the manner stipulated herein and/or as mutually agreed to in writing between the Parties;
- 3.3.2 the Developer became entitled to commence the work of construction to the extent the same is permissible under Applicable Law on any one or more of the Land Parcels as the Developer may determine; and
- 3.3.3 the Developer became entitled to enter into and/or access each of the Land Parcels without any hindrance, impediment, restriction, prohibition etc. for the specific purpose of developing, constructing and completing the Project, on the clear and unequivocal understanding that on and from the date of completion of the Project, as certified by the architect of the Project, the Owners and the Developer shall be deemed to be in/retain joint legal physical possession of each of the aforesaid, save and except the areas if any already handed over to any Intending Transferee(s).
- 3.4 The Owners hereby agree and undertake that the grant and Transfer of the Development Rights to the Developer are on an irrevocable basis, free and clear of all Encumbrances.
- 3.5 The Owners shall, without any demur or delay or cavil, co-operate with the Developer and do all acts, deeds, things etc. that may be required or deemed desirable by the Developer to give effect to the provisions of this Agreement, including but not limited to, signing and submitting any plans, applications, consents, proposals, permissions etc. to various Governmental Authorities and/or other bodies/authorities, to enable the Developer to *inter alia* exercise its Development Rights with respect to each of the Land Parcels and/or the Subject Land.
- 3.6 It is agreed that the Developer shall implement and execute the Project itself and/or through the agencies of/by Third Parties nominated by the Developer and/or Person(s) identified by the Developer, on the account of and at the cost of the Developer.

#### **Article 4** **Consideration**

- 4.1 The consideration in lieu whereof the Owners have granted and Transferred the Development Rights to, unto and in favour of the Developer is: (i) the Developer agreeing to undertake the construction and completion of the Project





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at its own cost and expense; and (ii) the receipt (subject to and in accordance with the terms hereof), by the Owners from the Developer, of the Owners' Share in the manner stipulated herein.

4.2 The consideration in lieu whereof the Developer has accepted the grant and Transfer of the Development Rights from the Owners and has agreed to commercially exploit the Subject Land *inter alia* by undertaking the construction and completion of the Project at its own cost and expense, is the receipt by the Developer of the Developer's Share.

4.3 Subject to the provisions of Article 5 hereto,

(i) **41% (Forty One percent)** of the constructed area, proportionate to the area constructed on the Subject land, together with proportionate undivided 41% share in the land, common areas and facilities, Roof/ Terrace, Car Parking spaces (open and covered) shall belong collectively to the Owners ("Owners' Share");

And

(ii) **59% (fifty nine percent)** of the constructed area, proportionate to the area constructed on the Subject land, together with proportionate undivided 59% share in the land, common areas and facilities, Roof/ Terrace, Car Parking spaces (open and covered) shall belong collectively to the Developer ("Developer's Share");

it being unequivocally agreed and understood between the Parties that all amounts to be received, deposited, reimbursed etc. by any Intending Transferee on account of Extra Charges, Taxes and Deposits shall be received by the Developer in its own name and the Owners will have **No Share** in same and will never claim the said amounts received on those account from the developer. Any area allocated to the Owners directly in their names will be subjected to Extra Charges, Taxes and Deposits as prevailing on any other intending Transferee.

#### Article 5

##### Refundable Interest Free Security Deposit

5.1 In order to secure due performance by the Developer of its obligations, the Developer has deposited and/or has agreed to deposit with the Owners a sum of **Rs. 1,35,00,000/- (One Crore Thirty-Five Lacs)** as mutually agreed to between the Parties as and by way a refundable interest free security deposit ("**Security Deposit**"). The Security Deposit has been secured by the Owners by way of the



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unhindered, unimpeded and unrestricted right of the Developer and/or its nominee(s), designates(s), representative(s) etc. to enter into and/or access the entirety of each of the Land Parcels, and shall further be secured by the Owners by depositing the original title deeds along with all other documents in relation to their land ownership and title ("**Security**").

5.2 Subject to and without prejudice to the other provisions of this Agreement, the Security Deposit shall be held by the Owners free of interest, and shall be refunded by the Owners' in the following manner:

i) **100% (Hundred percent)** of the Security Deposit shall be paid / refunded by the Owners to the Developer at the time of Completion of the project development work and on receiving the completion certificate from the project Architect.

and the Owners shall not and hereby covenant and undertake not to make and/or set up and/or raise any claim or demand or action contrary thereto, it being clarified that the above adjustments shall cease immediately on repayment of the entire Security Deposit to the satisfaction of the Developer.

5.3 The **Owner No. 6 herein Mr. Imtiazul Wahhab** son of Late Abdul Wahhab has requested the Developer to remit, transfer and pay a part of his Security Deposit amount i.e. **Rs 19,00,000/- (Indian Rupees Nineteen Lacs Only)** out of total security deposit receivable by him of **Rs. 20,00,000/- (Indian Rupees Twenty Lacs Only)** on account of this Development Agreement in favour of his brother **Mr. Abul Barkat Misaqul Wahhab alias A.B.M. Wahhab** son of Late Abdul Wahhab and the balance amount of **Rs. 1,00,000/- (Indian Rupees One Lac only)** in his favour in full satisfaction of payment of the total security deposit consideration amount of **Rs. 20,00,000/- (Indian Rupees Twenty Lacs only)** and the said Owner No. 6 shall have no objection to the same, receipt whereof the owner no. 6 doth hereby as also by the Memo of Receipt hereunder written, admit and acknowledge of the said payment of the same and every part thereof.

#### Article 6

##### Representations and Assurance by the Owners

6.1 Each of the Owners while repeating, reiterating and confirming each of the representations and warranties enumerated in elsewhere of this Agreement, further represent, undertake and warrant the following, it being acknowledged by each of the Owners that the Developer considers the accuracy of the representations and warranties to be an important and integral part of this



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Agreement, and the Developer has entered into this Agreement in reliance thereof:

- i) that the owners are the absolute owners of the entirety of the Subject Land having a marketable title in the respect thereof.
- ii) that expecting the said owners nobody else has any right, title, interest claim or demand whatsoever or howsoever into or upon the Subject Land.
- iii) that the owners have full power and authority to enter into this agreement to develop, to sell, transfer and/or deal with the Subject Land and the owner/s have not entered into any agreement for sale, transfer lease and/or development, nor has created any third party's interest into or upon the Subject Land or any part of the portion thereof.
- iv) that the entirety of the Subject Land is held and/or owned by the concerned Owners in compliance with all applicable land laws including but not limited to the applicable land ceiling limits prescribed under the several statutes, and further the title of each of the concerned Owners to their respective Land Parcels comprising the Subject Land, is free, clear and marketable; and
- v) that each of the concerned Owners are in compliance in all respects with all the terms and conditions contained in each of their respective concerned Title Deeds, and the applicable stamp duty on each of such documents has been duly paid, with each of such documents having been duly registered with the registrar of competent jurisdiction pursuant to the applicable requirements under the Indian Registration Act, 1908; and
- vi) that save and except the concerned respective Owners, no other Person and/or Third Party has any manner of right or title or interest or claim or demand over or in respect of any of the Land Parcels comprising the Subject Land and/or any part or portion thereof and further none of the Owners have in any manner created any Third Party right or title or interest or Encumbrance therein/thereon, or entered into any agreement, contract etc. in respect thereof; and
- vii) that no part or portion of any of the Land Parcels is nor ever was the subject of any acquisition and/or alignment by any Governmental Authority and/or anybody and/or authority, statutory or otherwise, and further none of the Owners nor their respective predecessors-in-interest/ title have/had



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received any notice of acquisition and/or alignment in respect of any part or portion of their respective Land Parcels comprising the Subject Land; and

- viii) that each of the respective Land Parcels are free from any land charge and all the Outgoings, rates and taxes and the Owners covenant and undertake to make payment of the rates and taxes payable on the subject land upto the date of plan sanction, and each of the Owners shall keep the Developer fully safe, harmless and indemnified in respect thereof; and
- ix) that there is no manner of boundary dispute in respect of any of the Land Parcels and that each of the concerned Owners have respectively been in and continue to be in continuous peaceful, vacant and physical possession of their respective Land Parcels, without any hindrance or impediment; and
- x) that no part or portion of any of the Land Parcels was or is subject to any attachment under the provisions of the Public Demand Recovery Act, 1913 and/or under the Income Tax Act, 1961 and/or under any statute (central or state or local) for the time being in force; and
- xi) that there are no legal or other proceedings pending in respect of any part or portion of any of the Land Parcels, nor have any of the Owners/their respective predecessors-in-interest/title received any written threat of any such proceeding(s), and there are no unfulfilled or unsatisfied judgments, injunctions or attachments, court orders, debts, notices etc.; and
- xii) that none of the Land Parcels are subject to any covenants, restrictions, stipulations, easements, options, rights of pre-emption, adverse estate, right or interest, licenses, grants, exceptions or reservations or other such rights (whether legal or equitable), the benefit of which is vested in or is intended to vest in Third Parties or is subject to any other rights or arrangement in favour of any Third Party (whether in the nature of a public or private right or obligation), and further there is no agreement to create the same; and
- xiii) that compliance is being made and has at all times been made and shall be continued to be made with all Applicable Laws, statutes, by-laws, permits, obligations, statutory instruments and requirements with respect to each of the Land Parcels, its ownership, rights, title and interest, occupation, possession and use; and
- xiv) that there is no order of any court or of any other statutory authority prohibiting development, sale and/or Transfer and/or alienation of any part or portion of any of the Land Parcels and that there are no outstanding or





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pending actions, disputes, claims or demands of any description whatsoever or howsoever in relation to the Subject Land including but not limited in respect of the title of/to each of the Land Parcels and/or the use thereof; and

- xv) that each of the Owners shall comply with all Applicable regulatory requirements, standards, guidelines and codes of practice in connection with the performance of their obligations under this Agreement, and further shall not do or permit anything to be done which may cause or otherwise result in a breach of this Agreement or cause any detriment to the transaction stated herein; and
- xvi) that each of the Owners will comply with, abide by and adhere to all the provisions of the Real Estate (Regulation and Development) Act, 2016 and/or the West Bengal Housing Industry Regulation Act, 2017 and the rules and/or regulations in respect thereof and/or made thereunder, each together with any and all modifications, amendments etc. thereto (whether subsisting as on the Execution Date or enacted thereafter) as and when applicable.
- xvii) that there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, suits, claims, actions, governmental or other investigations, complaints, grievances, inquiries, orders, judgments or decrees of any nature made, existing or pending before any court, tribunal, statutory or governmental body, department, board or agency in respect of and/or over any part or portion of any of the Land Parcels; and
- xviii) that each of the Owners have a clear and unencumbered right to develop and deal with, Transfer, sub-lease, assign, alienate, encumber their respective right and interest in/over/in respect of their respective Land Parcels and every part and portion thereof and the structures to be constructed thereon in such a manner as the Developer may determine, without payment of any premium/consideration to any authority/body, Third Party, Person etc.; and
- xix) that none of the Owners shall do any act, deed or thing whereby the Owners or the Developer are in any manner prevented from performing their respective obligations herein and/or which may affect the proposed development of the Project; and
- xx) that each of the representations and warranties contained herein and/or recorded anywhere in this Agreement are true and correct and shall survive and subsist at all times and are not/shall not be diluted or qualified by any due diligence exercise that might have been/shall be conducted or undertaken by the Developer.



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Relying on the aforesaid representations and believing the same to be true and acting on good faith thereof the Developer has prima-facie accepted the title of the Owners, but in the event of any such representations being found to be incorrect and/or false then and in that event in shall be the obligation of the Owners to cause the same to be remedied and/or rectified entirely at their own effort and cost.

**Article 7**  
**Developers Representation**

7.1 The Developer has represented and warranted to the Owners that the developer carrying on business of construction and development of real estate and has sufficient infrastructure and expertise in the field and adequate financial capacity to undertake the work of development.

**Article 8**  
**Development of the Project**

8.1 For the purpose of undertaking development of the Project, the Developer shall be entitled to:

- i) appoint its own professional team; and
- ii) consume the entire floor area ratio that may be made available for the entirety of the Subject Land provided that if any additional floor area becomes available due to Green Building due to Government policies or municipal rules, then subject to the Developer opting to consume/use such additional floor area ratio (which decision of the Developer shall be final and binding on the Owners) such additional floor area ratio shall be shared between the Owners (collectively on the one hand) and the Developer (on the other hand) in the ratio of 41:59 respectively subject however to the Owners compulsorily paying a sum of Rs. 20,00,000/- (Indian Rupees Twenty Lacs only) for same in 2 installments i.e. (1) Rs. 5,00,000/- (Indian Rupees Five Lacs Only) at the time of sanction of Green Building by the sanctioning authority and balance (2) Rs. 15,00,000/- (Indian Rupees Fifteen Lacs Only) at the time of Completion of Project as certified by the project Architect towards entire cost / fees for availing such additional floor area ratio to the Developer, whereupon the Developer will bear the cost of construction and development in the terms of this Agreement.



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- 8.2 In the event of any defect in the construction or any defect in the materials used which is brought to the notice of the Developer by the Intending Transferee within a period of 1 (one) year from the date on which any unit/space is handed over by the Developer to the Intending Transferee, then the Developer shall at its own costs and at the earliest undertake necessary remedial steps for rectification and/or replacement of the same provided that the liability of the Developer to undertake remedial steps for rectification and/or replacement of any materials, specifications shall arise only in cases where the defect is established as having been caused due to the fault of the Developer. In the event that there is any dispute specifically in relation to any alleged defect or deficiency in the materials provided by the Developer, the said dispute shall be referred to the architect of the Project whose decision in relation to the same shall be final and binding.
- 8.3 It has been agreed and understood between the Parties that the right granted to enter the Subject Land will not be construed as delivery of possession under Section 53A of the Transfer of Property Act, 1882, read with Section 2(47)(v) and (vi) of the Income Tax Act, 1961, it being further clarified that the legal physical possession of the Subject Land shall remain and continue to vest and remain with the concerned Owner(s) until the date of completion of 70% (seventy percent) of the Project, on which date the legal physical possession of the each of the aforesaid shall vest jointly with the Owners and the Developer, save and except the areas if any already handed over to any Intending Transferee(s).
- 8.4 It is further clarified that upon earlier termination of this Agreement only due to reasons attributable because of "Owners' Event of Default" as described in Article 1 (Definition) under Clause no. 1.21, non-fulfilment of owners obligations and responsibility and wrong representation and assurance by the owner, in such event the Developer shall continue to be the absolute owner of all improvements on the Subject Land and the Owners shall not be entitled to demolish, remove or otherwise interfere with or restrict the use of the improvements on any portion of the Subject Land unless the Owners acquire all the rights, title and interest in such improvements by paying the Developer the market value for such improvements as determined by the Developer.



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## Article 9 Authority

### 9.1 Authority in favour of the Developer

9.1.1 In order to facilitate the Developer to undertake the Project and/or for speedy construction, erection, completion and implementation of the Project, and to, *inter alia*:

- (a) exercise the Development Rights;
- (b) exercise the rights granted under Article 8 hereinabove;
- (c) gift in favour of any Government Authorities and statutory Authorities, over/in respect of (maximum up to width of 2.50 metres throughout the frontage of the entire plot):
  - (i) any part or portion of the Subject Land and/or the Project; and/or
  - (ii) an undivided share in any part or portion of the land comprised in each of the Land Parcels,

then without prejudice to and in addition to each of the other powers, rights and authorities granted by each of the Owners in favour of the Developer, each of the Owners hereby and hereunder appoint the Developer, as their respective constituted attorney and authorized representative, *inter alia* for each of the aforesaid purposes in respect of each of their respective Land, and unconditionally grant to unto and in favour of the Developer the irrevocable powers stated in the **Third Schedule** hereunder written, and further the concerned Owners have on the Execution Date granted several irrevocable powers in favour of the Developer and/or its nominee(s) by way of a separate power(s) of attorney, each with the intent and purpose that such powers shall be effective and operational on and from the Effective Date as applicable, and each of the Owners shall be bound by each of the acts done, executed and performed by the Developer in pursuance of such powers, and further each of the Owners hereby ratify and confirm and agree to ratify and confirm to be bound by all and whatsoever the Developer shall do or cause to be done in exercise of all the powers granted under these presents and/or in pursuance hereof, it being further agreed and understood that the grant of the aforesaid powers by the Owners shall not in any manner derogate from and/or absolve the Owners of any of their several obligations. The Developer undertakes that No F.A.R. in favor of the Owners will be lost due to gift in favor of any Government authorities and statutory authorities over /in respect of (maximum up to width of 2.50 meters throughout the frontage of the entire plot) in relation to the subject mentioned in Article 9.1.1 (c).





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- 9.1.2 Each of the Owners hereby agree to execute and register further requisite documents, including specific power(s) of attorney as may be required by the Developer from time to time.
- 9.1.3 Each of the Owners acknowledge and accept that on and from the Effective Date, as applicable, and further by virtue of this Agreement, the Developer has acquired a substantial interest and right in each of the respective Land Parcels of the concerned Owners, and thus, each of the powers granted in favour of the Developer including those under these presents as also under the abovementioned and several other powers of attorney that may be executed from time to time, being coupled with interest and consideration, are and shall at all times remain irrevocable.
- 9.1.4 It is further agreed and understood that the powers granted by the Owners to the Developer shall not absolve the Owners from their respective liability and responsibility to make, file and obtain necessary sanctions, permissions etc., save those which are exclusive responsibility of the Developer, and to do, execute and perform such acts, deeds and things as may be requested from time to time by the Developer, as also to fulfil and perform each of their several obligations and duties as stipulated in this Agreement.
- 9.1.5 It is further clarified and understood that despite the grant of the aforesaid authorities in favour of the Developer, the Owners shall, as and when requested by the Developer, themselves sign, execute and register/lodge for registration such deeds, documents, applications, etc. as may be requested from time to time by the Developer.

## **9.2 Owners' Authorised Representatives**

- 9.2.1 Each of the Owners have authorized and empowered **Abul Barkat Misaqul Wahhab alias A.B.M. Wahhab** son of Late Abdul Wahhab, by faith Islam, by Occupation - Business, by Nationality - Indian, residing at 60, Elliot Road, Park Street, Kolkata - 700016 (collectively, "**Owners' Authorised Representatives**") to take all decisions etc. for and on behalf of each of the Owners, each of which decisions shall be final, conclusive and binding on each of the Owners.
- 9.2.2 The Owners' Authorised Representatives shall also be present, as and when requested by the Developer, for the execution and registration of any deeds, documents, applications etc.



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9.2.3 Any notice given to any of the Owners' Authorised Representatives shall be deemed to have been given/issued to the Owners.

9.2.4 The Owners shall be entitled to replace the Owners' Authorised Representatives by a notice in writing, duly received by the Developer, provided that all the acts, deeds, things etc. done, executed and performed by the outgoing Owners' Authorised Representatives shall continue to bind each of the Owners.

#### **Article 10** **Title of the Land Parcel(s)**

10.1 The entering into the transaction stated herein and/or the conduct of the due-diligence investigations shall not derogate from the rights of the Developer under this Agreement, nor from any future claims of the Developer in respect of any defects, issues etc. or the failure of the Owners to meet any obligation under this Agreement.

10.2 In the event at any time any of the Parties hereto become aware of any Encumbrance to and/or defect in the title of and/or any other issue pertaining to any of the Land Parcels and/or in the event any Encumbrance(s) and/or defect(s) in the title of any Land Parcel and/or any other issue is ascertained by the Developer, the concerned Party shall immediately inform any of the Owners' Authorised Representatives or the Developer, as the case may be, of the same.

10.3 In the event the Developer is of the opinion that any Encumbrance to/over and/or title defect and/or any other defect, issue etc. in any of the Land Parcels severally or materially affects the rights and/or interests of the Developer, the Parties shall mutually discuss the mode, manner and the time period within which such Encumbrance and/or defect and/or issue is to be resolved/rectified by the Owners at the cost and expense of the Owners, such that the rights and interests of the Developer to/over the Subject Land as also the right of the Developer to develop and deal with the Project is and remains unhindered and without any Encumbrance. The Owners shall resolve/rectify such Encumbrance(s) and/or defects to the satisfaction of the Developer ("**Title Rectification**") within the aforesaid mutually agreed time period ("**Rectification Period**").

10.4 In the event the Owners fail and/or neglect to carry out the Title Rectification within the Rectification Period, the Developer shall be entitled, as the constituted attorney and agent of each of the Owners, to do, execute and



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perform at the cost, expense, risk and liability of the Owners, such acts, deeds and things for and behalf of each of the Owners, to carry out such Title Rectification including but not limited to executing and registering necessary deeds and documents, and on and from the Execution Date, each of the Owners appoint the Developer as their respective constituted attorney and authorized representative, *inter alia* for the aforesaid purpose in respect of each of their respective Land Parcels, and unconditionally grant to unto and in favour of the Developer the irrevocable powers in respect thereof. Each of the Owners shall be bound by each of the acts done, executed and performed by the Developer in pursuance of these powers, and further each of the Owners, ratify and confirm and agree to ratify and confirm and to be bound by all and whatsoever the Developer shall do or cause to be done in pursuance of the aforesaid powers.

### **Article 11 Documentation**

- 11.1 The Developer shall have the right to enter into, sign, execute, register and deliver all documents, deeds, etc. for the sale/Transfer etc. of any space, area, unit, open or covered area(s), etc. and/or for granting any manner of right or interest in/to and/or the permission to use any space or area (open or covered) for his Allocation, each in its own name, in such a manner as the Developer may determine at its sole and absolute discretion.
- 11.2 The format and contents of each of the agreements, deeds, documents etc. pertaining to the Transfer/alienation of any part or portion of the Project shall be such as determined by the Developer.

### **Article 12 Management and maintenance of the Project**

- 12.1 It is agreed that the Developer shall manage, maintain and administer the Project until formation of the Organisation, and after formation of the Organisation, the management and maintenance of the Project shall be entrusted to the Organisation subject to and in accordance with the terms in respect thereof as stipulated by the Developer.

### **Article 13 Other terms and conditions**

- 13.1 Each of the Owners confirm that none of the Owners have any objection on any ground whatsoever or howsoever to the Developer developing the **Abutting Land with the Abutting Land Owners**, or to the understanding that may be



arrived at between the Developer and the Abutting Land Owners in respect of development of the Abutting Land, and the Developer will ensure that the Abutting Land Owners cause no obstruction or hindrance in the development of the Project, and thus each of the Owners covenant and undertake not to set up/make/initiate any action, claim, demand etc. contrary to the aforesaid, it being clarified that the Owners shall not be entitled to any part or portion of the revenues, sale proceeds etc. that may be generated from the development of the Abutting Land.

#### **Article 14**

#### **Mutual Representations and warranties**

14.1 Each Party hereby represents and warrants to the other Parties as under:

14.1.1 it is respectively duly organized and validly existing under the laws of India, and respectively has the full power and authority to enter into this Agreement and to perform its respective obligations under this Agreement; and

14.1.2 the execution and delivery of this Agreement and the performance by each Party of its respective obligations under this Agreement has been duly and validly authorized, and if called upon, each Party(ies) shall provide copies of all documents in support thereof to the other Party(ies); and

14.1.3 this Agreement constitutes a legal, valid and binding obligation of each Party enforceable against it in accordance with its terms; and

14.1.4 the execution, delivery and performance by each Party of this Agreement and the acts and transactions contemplated hereby do not and will not, with or without the giving of notice or lapse of time or both, violate or conflict with or require any consent under or result in a breach of or default under:

- i) Applicable Law; and/or
- ii) any order, judgment or decree applicable to it; and/or
- iii) any term, condition, covenant, undertaking, agreement or other instrument to which it is a party or by which it is bound; and/or
- iv) any provision of its respective memorandum and articles of association, if any, or any other similar constitutional documents.





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**Article 15**  
**Developers Obligation**

15.1 The Developer shall:

- 15.1.1 Take all the necessary steps for obtaining all permissions clearance and sanctions and as may be required/necessary and shall do all the acts, deeds and things required by the statute, and to comply with the lawful requirements of all the authorities for the development of the Subject Land.
- 15.1.2 Shall construct the said proposed building on the subject land, strictly as per according to the rules and regulations of the Bidhannagar Municipal Corporation and the building plan sanctioned there for.
- 15.1.3 Remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the plan and has agreed to keep the Owners saved harmless and fully indemnifies from and against all cost, charges, claims, actions, suits and proceedings.
- 15.1.4 Remain responsible for any accident and/or mishap taking place at the subject land and also while constructing, erecting and completing the new buildings and/or buildings and has agreed to keep the owners, saved harmless and full indemnified from and against all costs, charges, claims, actions, suits and proceedings.
- 15.1.5 Incur all cost, charges and expenses for the purpose of constructing, erecting and completing the development of the subject land in accordance with the sanctioned plan.
- 15.1.6 Not allow any person to encroach nor permit any encroachment by any person and or/persons into or upon the subject land or any part or portion thereof.
- 15.1.7 Not expose the owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the architect, engineer and other consultants as may be necessary and/or required for the purpose of construction, erection and completion of the said new building/s.
- 15.1.8 To remain solely liable and/or responsible for all acts, deeds, matter and things for undertaking construction of the said new building and/or buildings in accordance of the plan and to pay perform and observe all

1. The Board of Directors of the Company has considered the proposal of the Government of West Bengal for the appointment of the Additional Registrar of Assurances - IV, Kolkata.

2. The Board has approved the proposal and has authorized the Managing Director to sign the necessary orders in this regard.

3. The Board has also approved the proposal for the appointment of the Additional Registrar of Assurances - IV, Kolkata on a full-time basis.

4. The Board has also approved the proposal for the appointment of the Additional Registrar of Assurances - IV, Kolkata on a part-time basis.

5. The Board has also approved the proposal for the appointment of the Additional Registrar of Assurances - IV, Kolkata on a contract basis.

6. The Board has also approved the proposal for the appointment of the Additional Registrar of Assurances - IV, Kolkata on a temporary basis.

7. The Board has also approved the proposal for the appointment of the Additional Registrar of Assurances - IV, Kolkata on a casual basis.

8. The Board has also approved the proposal for the appointment of the Additional Registrar of Assurances - IV, Kolkata on a special basis.

9. The Board has also approved the proposal for the appointment of the Additional Registrar of Assurances - IV, Kolkata on a special basis.



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the terms, conditions, covenants and obligations on the part of the developers to be paid performed and observed.

- 15.1.9 It shall comply with all applicable laws and shall complete the development and construction of the building strictly in accordance with the building plan.
- 15.1.10 The Developer alone (to the exclusion of the Owners) shall be responsible and liable for the payment of any wages or compensation or other money payable to any workmen, Contractor of the Developer for any work, dispute, accident, or injury to such persons in the course of the proposed development on the Subject Land. The developer and/or its contractors shall comply with all Labour Laws including ESIC, Provident Fund and Insurance payments and settle disputes and claims in event of death or injury to any person on site engaged during development of the Subject Land
- 15.1.11 That the developer shall mutate the names of the owners herein with respect to the subject land and thereafter amalgamate the said premises of the subject land into one single Premise at the cost of the owners.
- 15.1.12 The owners shall execute a registered Power of Attorney in favour of Developer's representative/s to construct new building, building/s on the subject land and also for the mutation, conversion and other necessary permission / approvals from competent authorities of various departments including right to sell Developers allocation in the proposed Building.
- 15.1.13 To comply with, abide by and adhere to all the provisions of the Real Estate (Regulation and Development) Act, 2016 and/or the West Bengal Housing Industry Regulation Act, 2017 and the rules and/or regulations in respect thereof and/or made thereunder, each together with any and all modifications, amendments etc. thereto (whether subsisting as on the Execution Date or enacted thereafter) as and when applicable.
- 15.1.14 The Developer hereby agrees and covenant with the owners not to transfer and/or assign its development rights under this agreement to a third party (save and except its Group companies or associates) without the consent in writing of the owners.



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**Article 16**  
**Time of Completion**

- 16.1 It is further agreed between the parties that the Developer, subject to circumstances amounting to Force Majeure and/or circumstances/events beyond the control of the Developer, endeavour to develop 100% (hundred percent) of the Project, within a period of 5 (five) years from the date of execution of this Agreement, subject to a grace period of 6 (six) months thereafter;

**Article 17**  
**Space Allocation**

- 17.1 In consideration of the above, it has been agreed by and between the parties hereto that the total saleable area in the said new building to be constructed, erected and completed in proportion to the area of the subject land comprising of various apartments, units, commercial, space, if any, and other constructed space, car parking spaces, shall be divided into two parts namely the Owner's Allocation and Developer's Allocation as per Article 4.
- 17.2 The Owner and Developer shall be entitled to enter into agreements for sale, transfer and/or long-term lease in respect of their allocation, but it shall be obligatory on the part of the owners and developer respectively to remain responsible whereby intending purchaser of their respective allocation shall be liable to contribute various amounts on account of Taxes, Deposit & Extra charges. In the event if the owners deciding to retain for themselves, any of the flats, units, apartments, constructed spaces and car parking spaces then and in that event, owners shall be liable to pay and contribute the proportionate amount on account of Taxes, Deposit & Extra charges as mentioned herein above, for such area retained by them to the Developer as applicable for any other intending purchaser.
- 17.3 The parties hereto shall subsequently provide such Supplementary Agreement(s) as may be deemed necessary, for the purpose of specifying the allocation of the parties hereto or for clarifying any other issues by and between the parties. The scheme of Space allocation will be worked out between the Owners and Developer in consultation with each other.



30-7-2019

**Article 18**  
**Owners Obligations**

18.1 The Owners have agreed:

- 18.1.1 To provide the developer with all the title related documents, as and when required by the developer for verification of the same, before the various authorities against the proper receipt thereof.
- 18.1.2 The owners have further agreed, that subsequent to obtaining the sanction plan, execution of Supplementary Agreement between Owners and Developer, recording their respective allocation space in the proposed development of the subject land only.
- 18.1.3 To cooperate with the Developer in all respect for Development of the subject land in terms of this agreement.
- 18.1.4 For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the new building and/or buildings in accordance with the sanctioned plan.
- 18.1.5 To execute one or more Registered Power of Attorney, in favour of the Developer or its representatives as may be required for the Development of the subject land and also to sale developer's allocation in terms of this agreement.
- 18.1.6 The Developer and/or its consultants and/or representatives/s shall have the free right of ingress and egress into the property for various statutory sanctions, survey or any other purpose related to development of the property.
- 18.1.7 To comply with, abide by and adhere to all the provisions of the Real Estate (Regulation and Development) Act, 2016 and/or the West Bengal Housing Industry Regulation Act, 2017 and the rules and/or regulations in respect thereof and/or made there under, each together with any and all modifications, amendments etc. thereto (whether subsisting as on the Execution Date or enacted thereafter) as and when applicable.

18.2 The Owners have further agreed by way of negative covenants:

- 18.2.1 Not to cause any interference or hindrance in the Development and Marketing of the Subject Land by the Developer.



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- 18.2.2 Not to do any act, or deed or thing whereby the Developer is prevented from selling, assigning or disposing of any portion of the Developer's Allocation.
- 18.2.3 Not to let go, grant lease, mortgage or charge or in any way transfer or encumber the Subject land.
- 18.2.4 That they shall be liable and responsible for any claim and/or demand of whatsoever nature, arising out of the ownership/titles to the Subject Land.

#### **Article 19 Procedure**

- 19.1 Simultaneously upon execution and registration of this agreement, the owners shall execute a registered Power of Attorney in favour of the Developer and/or its representative/s for the purpose of obtaining necessary permission and development of the subject land and also the right to sell the Developer's Allocation area.
- 19.2 It is agreed between the Owners and Developer that during the construction period after the plan sanction, the developer shall only be liable for making the payment of all the Municipal rates & taxes and all other outgoings including the Land Khazna in respect of all the owners.

#### **Article 20 Building**

- 20.1 The Developer shall at its own costs and efforts shall construct, erect and complete the New Building to be constructed for the development of the subject land, in accordance with the sanctioned plan and further as per the specification agreed upon.
- 20.2 The Developer shall be authorized in the name of the Owners in so far as necessary to apply for and obtain quota entitlement and other allocation of / for cement , steel, bricks and other building materials and to similarly apply for and obtain temporary and permanent connection of water, electricity and power, drainage, sewage and /or gas to the proposed new building and other inputs and facilities required for the construction or for the better enjoyment of the building for which purpose the Owner shall execute in favour of the Developer or its representative/s a Power of Attorney shall remain in force until the Completion Certificate issued by the Concerned Authority.



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**Article 21**  
**Indemnity**

21.1 In addition to and without prejudice to the indemnity obligations of the Owners as enunciated/stipulated anywhere in this Agreement, each of the Owners hereby jointly and severally agree to indemnify, defend and hold harmless the Developer against and in respect of any and all liabilities, losses, costs, damages, commissions and/or expenses (together with reasonable attorney's fees and disbursement), which may be suffered or sustained by the Developer by reason of: (i) the non-performance and non-observance of any of the terms or conditions of this Agreement by any of the Owners; and/or (ii) acts of willful negligence or intentional misconduct by any of the Owners; and/or (iii) breach of the provisions of this Agreement by any of the Owners; and/or (iv) any representation and/or warranty by any of the Owners found to be misleading or untrue or any breach by any of the Owners of any representation and/or warranty contained in this Agreement; and/or (v) any Third Party demand or claim or action in respect of any part or portion of the Subject Land; and/or (vi) any Encumbrance on and/or defect in the title and/or any issue or any claim or demand or legal proceeding in respect of/to any part or portion of the Subject Land; and/or (vii) acquisition and/or requisition and/or attachment and/or vesting of any part or portion of any Land Parcel; and/or (viii) failure by/of any of the Owners to fulfill their obligations under any Applicable Law and/or under this Agreement and/or on account of any claims, damages, payments, charges expenses or recoveries of any kind whatsoever in respect of the Subject Land; and/or (ix) any inter se disputes between/amongst any of the Owners on any ground whatsoever or howsoever.



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- 21.2 It is clarified that the invocation of indemnity by the Developer against any one or more of the Owners shall not absolve the other Owners from their respective liability(ies) towards the Developer.
- 21.3 Developer shall remain liable and responsible for due compliance of/with all statutory requirements, whether local, state or central in respect of the construction, development and completion of the Project and/or for any accident and/or mishap which may take place while undertaking the construction and completion of the Project (save and except any accident and/or mishap caused due to any internal work permitted by the Developer to be carried out by any Intending Transferee, for which such Intending Transferee shall be and shall remain liable and responsible), and the Developer shall keep the Owners safe, harmless and indemnified from and against all costs, charges and losses that may be sustained or incurred by the Owners in respect thereof.
- 21.4 The Developer hereby undertakes to keep the Owners indemnified and indemnify the owners against all third-party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the Said Building.
- 21.5 The Developer hereby undertakes to keep the Owners indemnified and indemnifies the Owner against all actions suit costs, proceedings and claim that may arise out of the developer's action with regard to the development of the subject land and/or in the matter of construction of the said building and/or for any defect therein.

#### **Article 22**

##### **Miscellaneous**

- 22.1 The Owner shall be entitled to depute and/or keep at the site one of its employee / authorized representative who shall be responsible to the Owner till such the project is completed. However, such employee / representative of the owners, shall not in any way interfere with the progress of the work at the subject land and the owners shall only be responsible for any payment/fees to such employee/representative.
- 22.2 The Owners and Developer have entered into this Agreement purely as a contract and nothing contained therein shall be deemed to construe a partnership between the Developer and the Owners.

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30 JUL 2018

- 22.3 In case, if at any time any of the Owner chose to market and/or sale their allocation through the Developers in such case the Owners shall be responsible and liable to pay Brokerage and Sales & Marketing reimbursement to the Developer calculated @ 4% of sale consideration received against Owners Allocation.
- 22.4 Any such notice required to be given by any of the parties here to shall be served at the address of the parties given herein unless any of the parties notify change of address in writing and such notice shall be deemed to have been served upon the other party if sent by pre-paid registered post with acknowledgement due to at the aforesaid address.
- 22.5 After the completion of the project, the Owners of all the apartment units shall form an Association, and all the parties hereto shall cause each of the Apartment / Unit Owners to whom they would transfer their respective rights, title and interest out of their respective allocation are, to compulsory become a member of such Association after formation of the Owners Association, the Board of Management thereof shall be entitled to delegate the day to day function of the Association and/or shall entitled to appoint any agency / agencies for maintenance purpose.
- 22.6 The Owners hereby assures the Developer that no portion of the area to be allocated to the Owners as per Article 4 will be sold/transferred or encumbered by the Owners before refund of Security Deposit paid to the respective Owners by the Developer, subject to payment of Sales and Marketing Cost (as applicable), and at a price not below the then sale price of the project as advised by the Developer in writing to the owners.
- 22.7 Whether or not the transaction contemplated by this Agreement are completed in accordance with the terms hereof, the parties hereto agree to hold in confidence and shall not disclose in any manner to any third party or use for any purpose other than that for which it is disclosed any information relating to the marketing strategies, customers, finance, advertisement and others business policies of the other party.

The Foregoing shall not apply if:

- i. Such information is in the public domain through no fault of disclosing party.





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- ii. Such information was in possession of the receiving party prior to its disclosure and which was not previously obtained from the disclosing party.
  - iii. Such information was furnished to the receiving party by the third party as a matter of right without restriction on disclosure.
- 22.8 If any agreement or provision in this Agreement shall be held to be illegal or unenforceable in whole or in part, under any enactment or rule of law, such term or provision or part thereof shall mean to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder if this Agreement shall not be affected. All Agreements / Deeds if any, executed prior to this agreement containing any clause in contrary to those specified under this Agreement shall be deemed to be cancelled and of no effect to that extent.
- 22.9 The signatory executing this Agreement on behalf of the Owner and Developer, represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of the Owners and Developer, in accordance with the authorization given by the respective parties and this Agreement is binding on all the parties in accordance with its terms.
- 22.10 The Owners after completion of the said project and distribution of their respective stock as per Article 4 and shall punctually and regularly pay for their respective allocation areas, the said Taxes and other outgoings to the concerned association/organisation and all the parties shall keep others indemnified against all actions, demands, costs charges, expenses and proceedings, whatsoever directly or indirectly initiated against or suffered by or paid by any of them as the case may be in consequence upon default by the Owners and the Developer in their behalf.
- 22.11 This Agreement constitutes and sets forth the entire agreement between the Parties, and without prejudice to each of the several acts, deeds and things already done, executed and performed on and from the applicable Effective Date, this Agreement supersedes all earlier understandings (written or otherwise) between the Parties in respect of the Subject Land, it being further clarified that all documents executed in writing in pursuance hereto and/or simultaneously hereto, whether registered or unregistered, shall be deemed to form and comprise an integral and inseparable part of this Agreement.
- 22.12 No modification or amendment to this Agreement shall be valid or binding unless made in writing and duly executed by each of the Parties.

DEPARTMENT OF ASSURANCE, KOLKATA

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**ADDITIONAL REGISTRAR  
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- 22.13 All the terms and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors-in-interest and permitted assigns of each of the Parties.
- 22.14 In the event of there being any breach or default by either party, the other party will have right to seek Specific Performance of this Agreement and shall also be entitled to claim any loss, damage, costs and expenses occasioned by such breach or default.
- 22.15 Each of the Parties agree that having due regard to all the circumstances, the covenants contained herein are reasonable and necessary for the protection of the Parties.

### **Article 23**

#### **Governing Law, Jurisdiction and Alternate Dispute Resolution**

- 23.1 This Agreement shall be governed by and construed in accordance with the laws of India, and the courts at Kolkata and those having territorial jurisdiction over the Subject Land shall have the sole and exclusive jurisdiction for all matters pertaining to and/or arising from this Agreement.

### **Article 24**

#### **Arbitration**

- 24.1 All disputes and differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/ or the Subject Land or determination of any liability shall be referred to arbitration and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act 1996 or any other statutory modification or enactment for the time being in force. In connection with the said arbitration, the parties have agreed and declared as follows:
- (a) The Arbitration Tribunal shall have summary powers and will be entitled to lay down their own procedure.
  - (b) The Arbitration Tribunal will be at liberty to give interim orders and/or directions.
  - (c) The Arbitration Tribunal shall be entitled to rely on oral submissions made by the parties and to pass awards and/or directions based on such oral submissions.
  - (d) The Arbitration Tribunal will be at liberty to award compensation without being liable to assign any reason therefore and the parties have



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agreed not to challenge the authority of the Arbitrators in awarding such compensation.

- (e) The parties agree to abide by all their directions and/or awards and not to challenge the same in any manner whatsoever or howsoever.

**First Schedule**  
**[Specification of the Project]**

Structure	Earthquake resistant RCC framed construction with infill brick walls.
Flooring	Vitrified tiles of Reputed brand.
Walls	Plaster of Paris
Bedrooms	Vitrified Tiles flooring of Reputed brand.
Kitchen	Vitrified flooring, Walling of Ceramic Tiles upto 2ft height, black top counter
Bathrooms	Flooring of Ceramic Tiles, Walling of Ceramic Tiles upto door/ 7ft height, White colour sanitary wares in toilet of Reputed brand.
Doors	Flush Doors (main door with Godrej Lock or equivalent)
Windows	Aluminium casement
Electrical	Copper concealed wiring with modular switches of Reputed brand.
Plumbing	Concealed pipes

**Facilities & Amenities:** To be decided by the Project Architect at the time of Architectural Planning as per the requirement and suitability of the Project.



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## Second Schedule

## [Title Deeds]

Land situate at Mouza Thakdari, J.L. No. 19, R.S. 216, Touzi No. 145, District 24 Parganas (North), Police Station New Town (Rajarhat), Additional District Sub-Registrar Rajarhat, previously Additional District Sub-Registrar Bidhannagar, under Bidhannagar Municipal Corporation, municipal ward no. 27, Kolkata 700 102.

SL No.	Owner	R.S. & L.R. Dag No.	Ownership Area (Decimal)	Registry Office	Date of Registry	Deed No.	Deeds Detail
1.	ABUL BARKAT MISAQUL WAHHAB alias A.B.M. WAHHAB	1391	12.2019	District Registrar, Barasat, North 24 Parganas	28th September, 1995	6463 of 1995	Book No. I, Volume No. 117, Pages 376 to 383, L.R. Khatian Nos. 18 & 1032, Mouza - Thakdari, P.S. Rajarhat, ADSR Bidhannagar, J.L. No. 19, R.S. 216, Touzi 145, Dist. 24 PGS (North)
				Additional Registrar of Assurances ("A.R.A") - IV, Kolkata	6th June, 2018	190406113 /2018	Book No. I, CD Volume No. 1904-2018, Pages 247766 to 247787, L.R. Khatian No. 834/2, Mouza - Thakdari, P.S. Rajarhat, ADSR Bidhannagar, J.L. No. 19, R.S. 216, Touzi 145, Dist. 24 PGS (North)
By Virtue of Inheritance from Deceased Wife, L.R. Khatian No. 402/3. Link Deed No. 6462 of 1995							
2.	ZAINUS SANAM RAHMAN	1391	12.2019	District Registrar, Barasat, North 24 Parganas	28th September, 1995	6664 of 1995	Book No. I, Volume No. 121, Pages 291 to 297, L.R. Khatian Nos. 18 & 1032, Mouza - Thakdari, P.S. Rajarhat, ADSR Bidhannagar, J.L. No. 19, R.S. 216, Touzi 145, Dist. 24 PGS (North).
				A.R.A. - IV, Kolkata	6th June, 2018	190406121 /2018	Book No. I, CD Volume No. 1904-2018, Pages 247678 to 247699, L.R. Khatian No. 834/2, Mouza - Thakdari, P.S. Rajarhat, ADSR Bidhannagar, J.L. No. 19,





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							R.S 216, Touzi 145, Dist. 24 PGS (North)
3.	SHIREEN WAHHAB	1391	12.2019	District Registrar, Barasat, North 24 Parganas	28th September, 1995	6665 of 1995	Book No. I, Volume No. 121, Pages 298 to 304, L.R. Khatian Nos. 18 & 1032, Mouza - Thakdari, P.S. Rajarhat, ADSR Bidhannagar, J L No. 19, R.S 216, Touzi 145, Dist. 24 PGS (North).
By Virtue of Inheritance from Deceased Mother, L.R. Khatian No. 402/3. Link Deed No. 6462 of 1995							
4.	ZOYA RAHMAN	1391	12.2019	A.R.A. - IV, Kolkata	6th June, 2018	190406115 /2018	Book No. I, CD Volume No. 1904-2018, Pages 247722 to 247743, L.R. Khatian No. 288/2, Mouza - Thakdari, P.S. Rajarhat, ADSR Bidhannagar, J L No. 19, R.S 216, Touzi 145, Dist. 24 PGS (North).
5.	ZARA RAHMAN	1391	12.2019	A.R.A. - IV, Kolkata	6th June, 2018	190406122 /2018	Book No. I, CD Volume No. 1904-2018, Pages 247655 to 247677, L.R. Khatian No. 402/3, Mouza - Thakdari, P.S. Rajarhat, ADSR Bidhannagar, J L No. 19, R.S 216, Touzi 145, Dist. 24 PGS (North).
				A.R.A. - IV, Kolkata	6th June, 2018	190406117 /2018	Book No. I, CD Volume No. 1904-2018, Pages 247700 to 247721, L.R. Khatian No. 288/2, Mouza - Thakdari, P.S. Rajarhat, ADSR Bidhannagar, J L No. 19, R.S 216, Touzi 145, Dist. 24 PGS (North).
6.	IMTIAZUL WAHHAB	1391	11.4899	A.R.A. - IV, Kolkata	6th June, 2018	190406114 /2018	Book No. I, CD Volume No. 1904-2018, Pages 247744 to 247765, L.R. Khatian No. 64/1, Mouza - Thakdari, P.S. Rajarhat, ADSR Bidhannagar, J L NO. 19, R.S 216, Touzi 145, Dist. 24 PGS (North).



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**Third Schedule**  
**[Power of Attorney]**

1. To defend possession of each of the Land Parcels comprising the Subject Land and every part thereof, and also to manage, maintain and administer the Project and all the building(s), improvement(s), structure(s) to be constructed thereon and every part thereof.
2. To ward off, prohibit, and if necessary, proceed in/before the appropriate forum of law against trespassers and/or encroachers, if any, and to take appropriate legal steps.
3. To have the soil tested and to measure/survey each of the Land Parcels comprising the Subject Land.
4. To appoint and engage architects, engineers, specialists, consultants, valuers, surveyors, contractors, agencies, service providers, etc. and other Person or Persons as may be required from time to time, and to revoke his/their/its appointment and re-appoint any other Person in his/their/its place and stead for the aforesaid purposes, and to settle and pay their fees and/or compensation.
5. To apply, sign, prepare or cause to be prepared plans for construction of building(s) on any Land Parcel comprising the Subject Land together with any modifications /amendments /revisions /alterations from time to time, to submit the same before the concerned authorities including but not limited to the concerned municipality/ Bidhannagar municipal corporation and/or panchayat, as the case may be, and to have the same sanctioned and modified and/or amended and/or revised and/or altered, and for the aforesaid purpose to sign, execute, deliver and submit all applications, papers, documents, statements, affidavits, forms, undertakings, declarations etc. as may be necessary and/or required from time to time.
6. To sign, appear and represent each of the Owners before any and/or all authorities (statutory or otherwise) and/or any government and/or semi-government authorities, revenue authorities, including but not limited to the concerned municipality/municipal corporation/panchayat, HIDCO, Block Land & Land Reforms Office, Collector, Additional Collector Survey Authorities, Town Planning Authorities, Development Trust & Authority, West Bengal Fire Services, police, the pollution control board and/or the environment department and all licensing authorities and/or any other statutory authority and/or any other authorities appointed under the law for the time being in force, for any matter connected with any of the Land Parcels comprising the Subject Land, and further to apply for and obtain any approvals, sanctions, permissions, etc. and for the aforesaid purpose to sign, execute,



Additional Registrar on  
Assurances-IV, Kolkata  
30-7-2018

submit and deliver all letters, applications, agreements, documents, undertaking, forms, affidavits and papers as may be necessary or required from time to time.

7. To pay the fees, obtain sanctions and/or approvals and/or consents and such other orders and/or permissions from the concerned authorities as may be necessary and/or expedient for the sanction and/or modification, alteration etc. of the building plan, to receive refund of the excess amount of fees, if any paid for the same, and also to apply for and obtain from the concerned authorities, the occupancy certificate(s) and/or the completion certificate(s).
8. To submit and take delivery of the Title Deeds and all papers and documents as be required by any of the necessary authorities including but not limited to for any of the aforesaid purposes.
9. To apply for and obtain electricity, gas, water, sewerage, drainage, tube-well, generator, lift and/or connections of any other facility and/or utility in and/or to the Subject Land and/or the Project and/or to make alterations therein, and to close down and/or to have the same disconnected, and for such purpose to sign, execute, submit and deliver all deeds, papers, applications, documents and plans, and do all others acts, deeds and things as may be deemed fit and proper by the Developer.
10. To obtain and/or give right of way, access, right to lay drains, water mains, electric cables, telephone, fax lines and telegraph cables etc., underground and over-head (as the case may be) on such terms and conditions as may be determined by the Developer at its sole and absolute discretion, and for such purpose to obtain and give, sign, execute and deliver all deeds, undertakings, writings, etc. as may be necessary or required from time to time.
11. To ask, demand, sue for recovery and receive, of and from all Persons and/or Governmental Authorities and/or bodies/authorities (statutory or otherwise), any claims or demands or actions or rights or otherwise, of or relating to or concerning any of the Land Parcels comprising the Subject Land and/or the proposed development thereof howsoever.
12. To file, initiate, prosecute, enforce, defend, oppose etc. all suits, writ petitions, actions, demands, legal proceedings (whether civil or criminal), appeals etc. in any court of law and/or tribunal and/or any quasi-judicial authority and/or any other forum in any manner concerning any of the Land Parcels comprising the Subject Land, including acquisition/requisition/vesting of any part or portion of the Subject Land, and if deemed fit by the Developer, to make a counter claim and/or compromise and/or settle and/or abandon each of such suits, writ petitions, actions, legal proceedings etc. upon such terms and conditions as the Developer may deem fit and

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registration and admit execution of all papers, deeds, documents, contracts, agreements, assurances, applications, declarations and all other documents in

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ADDITIONAL REGISTRAR  
OF ASSURANCE, KOLKATA  
30 JUL 2018

proper and/or to refer any dispute to arbitration as the Developer may deem fit and proper, and further to depose, give evidence and make submissions for and on behalf of each of the Owners in each of such legal proceedings etc.

13. To sign, execute, verify, affirm, file, submit, serve etc. all statements, affidavits, applications, undertakings, complaints, petitions, written statement, memo of appeal etc. and all and any other papers, deeds, documents as may be necessary to be executed for and/or on behalf of each of the Owners in pursuance of the powers granted herein.
14. To sign, issue, deliver, serve, receive and accept all notices, writ of summons, letters and correspondence as may be required from time to time in connection with all or any of the matters contained herein and/or in this Agreement.
15. To negotiate and sell and/or Transfer and/or convey and/or assign and/or lease and/or let and/or deal with any part or portion of any of the Land Parcels comprising the Subject Land and/or any undivided share and/or interest in therein and/or any building(s)/improvement(s) etc. which may be constructed thereon and/or any part or portion thereof and/or any of the several areas/spaces (open and/or covered) thereat, in accordance with the terms of this Agreement, on such terms and to such Persons as the Developer may deem fit and proper, and to receive and appropriate the entirety of the consideration in lieu thereof and/or for such other purpose as may be deemed fit by the Developer.
16. To do, execute and perform all acts, deeds and things pertaining to Title Rectification of any of the Land Parcels comprising the Subject Land.
17. To sign, execute, enter into, modify, cancel, alter, draw, approve, present for registration and admit the execution of all papers, deeds, documents, contracts, agreements, conveyance deeds, leases, grants, gifts, assurances, applications, declarations and all other documents in connection with any of the Land Parcels comprising the Subject Land and/or any part or portion thereof, *inter alia*, for the sale, Transfer, lease, license, assignment in/over/in respect of any of the Land Parcels comprising the Subject Land and/or any part or portion thereof and/or any undivided share and/or interest therein and/or any building(s)/improvement(s) etc. which may be constructed thereon and/or any part or portion thereof and/or any of the several areas/spaces (open and/or covered) thereat, in accordance with the terms of this Agreement, on such terms and to such Person(s) as the Developer may deem fit and proper, and/or for such other purpose as may be deemed fit by the Developer.
18. To sign, execute, enter into, modify, cancel, alter, draw, approve, present for registration and admit execution of all papers, deeds, documents, contracts, agreements, assurances, applications, declarations and all other documents in



IN WITNESS WHEREOF, I have hereunto set my hand and seal at Kolkata, this 30th day of July, 2018.

Signature of the Additional Registrar of Assurances, Kolkata



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connection with the Subject Land in accordance with the terms of this Agreement, on such terms and to such Identified Person(s) as the Developer may deem fit and proper.

19. To sign, execute, deliver, enter into, present for registration and admit execution of all papers, deeds, documents, contracts, agreements, conveyance deeds, declarations and all other documents in connection with rectification of the title of any of the Land Parcels comprising the Subject Land.
20. To hand over and/or deliver the various parts and/or portions of any of the Land Parcels comprising the Subject Land and/or the Project and/or the building(s)/improvement(s) to be constructed on any of the Land Parcels comprising the Subject Land including the units, parking spaces, etc. therein, to such Person(s), in terms of this Agreement, as the Developer may at its absolute discretion deem fit and proper.
21. To ask for, receive and recover from the Intending Transferee(s) all consideration, charges, service charges and other charges and sums of moneys in respect of any part or portion of any of the Land Parcels comprising the Subject Land and/or the Project and/or the building(s)/improvement(s) to be constructed on any of the Land Parcels comprising the Subject Land and/or the spaces thereon/therein in any manner whatsoever, and also on non-payment thereof, to enter upon and restrain and/or take legal steps for the recovery thereof as the Developer may deem fit and proper.
22. To appear and represent each of the Owners before all authorities for fixation and/or finalization of the land revenue and/or valuation of each of the Land Parcels comprising the Subject Land, and for such purpose to sign, execute, submit and deliver necessary papers and documents, and to do, execute and perform all other acts, deeds and things as the Developer may deem fit and proper.
23. To make necessary representations including filing of complaints and appeals before all the concerned authorities including the courts of competent jurisdiction for/regarding the fixation of the land revenue and/or valuation of each of the Land Parcels comprising the Subject Land and/or the rateable value of the new building(s) to be constructed thereon, and to file appeals, applications and other proceedings in any court, forum or tribunal.
24. To do, execute and carry out all acts, deeds, matters and things as may be found necessary and expedient for the purpose of effective development of each of the Land Parcels comprising the Subject Land and/or the Project and/or dealing with each of the Land Parcels comprising the Subject Land and/or the constructions thereon.



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25. To appear and represent each of the Owners before any Notary Public, Registrar of Assurances and/or any other Registrar having jurisdiction over the Land Parcels comprising the Subject Land, Metropolitan Magistrate, oath commissioner(s), any other officers and/or government body(ies)and/or department(s), and to make submissions for and on behalf of each of the Owners.
26. For the better doing and more effectually executing the powers and authorities aforesaid or any of them, to retain, employ and appoint advocates, pleaders, mukhtars, agents etc., to terminate their appointment from time to time and to appoint others.
27. To do all acts, deeds and things concerning the authorities granted herein and/or in/under this Agreement in respect of each of the Land Parcels comprising the Subject Land.
28. To make representations and warranties for and on behalf of each of the Owners in respect of the Owners and each of the Land Parcels comprising the Subject Land including restating and reiterating the representations and warranties made by the Owners in/under this Agreement.
29. To appoint substitute or substitutes and delegate the powers and authorities granted hereby in part or in whole and to revoke any of such appointments.



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Government of West Bengal  
Directorate of Registration & Stamp Revenue  
FORM-1564  
Miscellaneous Receipt

Visit Commission Case No / Year	1904001603/2018	Date of Application	26/07/2018
Query No / Year	19040001197654/2018		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Applicant Name of QueryNo	Mr M S ROYCHOWDHURY		
Stampduty Payable	Rs.75,021/-		
Registration Fees Payable	Rs.1,35,105/-		
Applicant Name of the Visit Commission	Mr M S ROYCHOWDHURY		
Applicant Address	60, ELIOT ROAD, PARK ST		
Place of Commission	60, ELIOT ROAD, PARK ST		
Expected Date and Time of Commission	26/07/2018 4:00 PM		
Fee Details	J1: 250/-, J2: 150/-, PTA-J(2): 0/-, Total Fees Paid: 400/-		
Remarks			



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OF ASSURANCES IN KOLKATA  
30 JUL 2018



Government of West Bengal

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

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

Signature / LTI Sheet of Query No/Year 19040001197654/2018

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr ABUL BARKAT MISAQUL WAHHAB Alias Mr ABM WAHHAB 60, Elliot Road, Park Street, Kolkata – 700 016, P.O:- PARK STREET, P.S:- Park Street, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700016	Land Lord		4720 	A. B. M. Wahhab 30.7.18
2	Mrs ZAINUS SANAM RAHMAN 26D, Park Lane, Park Street, Kolkata – 700 016, P.O:- PARK STREET, P.S:- Park Street, Kolkata. District-Kolkata, West Bengal, India, PIN - 700016	Land Lord		4721 	Zainus Sanam Rahman 30.7.18





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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mrs SHIREEN WAHHAB 60, Elliot Road, Park Street, Kolkata – 700 016, P.O:- PARK STREET, P.S:- Park Street, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700016	Land Lord		4422 	 30/11/18
4	Miss ZOYA RAHMAN 60, Elliot Road, Park Street, Kolkata – 700 016, P.O:- PARK STREET, P.S:- Park Street, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700016	Land Lord		4723 	 30/07/18
5	Miss ZARA RAHMAN 26D, Park Lane, Park Street, Kolkata – 700 016, P.O:- PARK STREET, P.S:- Park Street, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700016	Land Lord		4424 	 30/07/18



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
30 JUL 2018

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
6	Mr IMTIAZUL WAHHAB 1/B Circus Avenue, Kolkata – 700 017, P.O.- BENIAPUKUR, P.S.- Beniapukur, Kolkata, District-Kolkata, West Bengal, India, PIN - 700017	Land Lord		4425 	 30/7/18
7	Mr MAHESH AGARWAL 49A, Tollygunge Circular Road, Kolkata 700053, P.O:- NEW ALIPORE, P.S:- New Alipore, District-South 24-Parganas, West Bengal, India, PIN - 700053	Represent ative of Developer [VARA HOUSING DEVELOP ERS LLP]		4717 	 30/7/18
Sl No.	Name and Address of Identifier	Identifier of		Signature with date	
1	Mr DEBASISH DAS Son of Mr DIPAK DAS 16, BIPRODAS CHATTERJEE LANE, SHIBPUR, HOWRAH, P.O:- SHIBPUR, P.S:- Shibpur, Howrah, District-Howrah, West Bengal, India, PIN - 711102	Mr ABUL BARKAT MISAQUL WAHHAB, Mrs ZAINUS SANAM RAHMAN, Mrs SHIREEN WAHHAB, Miss ZOYA RAHMAN, Miss ZARA RAHMAN, Mr IMTIAZUL WAHHAB, Mr MAHESH AGARWAL.		 30/7/18	

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



**ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA**

**30 JUL 2018**

**SPECIMEN FORM FOR TEN FINGERPRINTS**



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					

Signature A. B. M. Wahab



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					

Signature Zainab Samam Rahman



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					

Signature Muhsen Wahab



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
30 JUL 2018

**SPECIMEN FORM FOR TEN FINGERPRINTS**



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					

Signature *Rahman*



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					

Signature *Kara Rahman*



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					

Signature *Rahman*





ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA

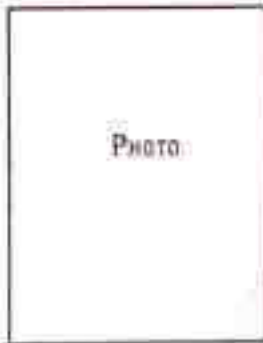
30 JUL 2018

**SPECIMEN FORM FOR TEN FINGERPRINTS**



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					

Signature *Abulhasan*



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					

Signature \_\_\_\_\_



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					

Signature \_\_\_\_\_



**ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA**  
30 JUL 2018

In Witness Whereof each of the Parties hereto have set and subscribed their respective hands and seals on the day and the year first hereinbefore written.

Executed and Delivered by the Owners:  
at Kolkata in the presence of:

*A.B.M. Wahhab*

**ABUL BARKAT MISAQUL WAHHAB**  
alias A.B.M. WAHHAB  
(Owner No. 1)

*Zainus Sanam Rahman*

**ZAINUS SANAM RAHMAN**  
(Owner No. 2)

*Shireen Wahhab*

**SHIREEN WAHHAB**  
(Owner No. 3)

*Zoya Rahman*

**ZOYA RAHMAN**  
(Owner No. 4)

*Zara Rahman*

**ZARA RAHMAN**  
(Owner No. 5)

*Imtiazul Wahhab*

**IMTIAZUL WAHHAB**  
(Owner No. 6)



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA

30 JUL 2018

Executed and Delivered by the Developer  
at Kolkata in the presence of:

VARA HOUSING DEVELOPERS LLP



Designated Partners/Authorised Signatory

---

VARA HOUSING DEVELOPERS LLP  
(Developer)

Witness:

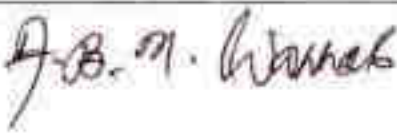




1. 

2. 



Memo of Receipt

Received by each of the within named Owners from the within named Developer, a sum of Rs. 1,35,00,000/- (One Crore Thirty-Five Lacs) being the entirety of the Refundable Security Deposit in terms of this Development Agreement and these presents, as follows:

Owner Name	Amount	Mode	Signature
ABUL BARKAT MISAQUL WAHHAB alias A.B.M. WAHHAB	25,00,000/-	Cheque No. "000007", dated 19.07.2018, drawn on Kotak Mahindra Bank Ltd.	
ZAINUS SANAM RAHMAN	25,00,000/-	Cheque No. "000008", dated 19.07.2018, drawn on Kotak Mahindra Bank Ltd.	
SHIREEN WAHHAB	25,00,000/-	Cheque No. "000009", dated 19.07.2018, drawn on Kotak Mahindra Bank Ltd.	
ZOYA RAHMAN	20,00,000/-	Cheque No. "000010", dated 19.07.2018, drawn on Kotak Mahindra Bank Ltd.	
ZARA RAHMAN	20,00,000/-	Cheque No. "000011", dated 19.07.2018, drawn on Kotak Mahindra Bank Ltd.	
IMTIAZUL WAHHAB	1,00,000/-	Cheque No. "000012", dated 19.07.2018, drawn on Kotak Mahindra Bank Ltd.	






ADDITIONAL REGISTRAR  
OF ASSURANCES - M. KOLKATA  
30 JUL 2018

<p>ABUL BARKAT MISAQUL WAHHAB alias A.B.M. WAHHAB on behalf of Owner no. 6 Mr. Imtiazul Wahhab as per clause 5.3 of this agreement.</p>	<p>19,00,000/-</p>	<p>Cheque No. "000013", dated 19.07.2018, drawn on Kotak Mahindra Bank Ltd.</p>	<p>A.B.M. Wahhab</p>
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Witnesses:

1.   
1 Row St  
KOL 700016
2.   
16, B D. C. Road, Shubpur, Howrah - 711002

  
Mani Sarkar  
Advocate  
High Court, Calcutta  
14.7.2018



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
30 JUL 2018

### Major Information of the Deed

Deed No :	I-1904-08481/2018	Date of Registration	31/07/2018
Query No / Year	1904-0001197654/2018	Office where deed is registered	
Query Date	24/07/2018 8:28:21 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	M S ROYCHOWDHURY 4, K S ROY ROAD, KOLKATA 700001, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9836301234, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,35,00,000/-]		
Set Forth value	Market Value		
	Rs. 7,44,23,924/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,421/- (Article 48(g))	Rs. 1,35,105/- (Article: E, E, B, M(a), M(b), I)		
Remarks:	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assessment slip. (Urban area)		

### Land Details :

District: North 24-Parganas, P.S.- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Thakdari, Mouza: Thakdari, Ward No: 27

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1391	LR-64/1	Bastu	Bastu	2.4554 Dec		25,21,505/-	Property is on Road
L2	LR-1391	LR-834/2	Bastu	Bastu	5.0018 Dec		51,34,575/-	Property is on Road
L3	LR-1391	LR-402/3	Bastu	Bastu	4.7437 Dec		48,69,623/-	Property is on Road
L4	LR-1391	LR-288/2	Bastu	Bastu	2.5009 Dec		25,67,287/-	Property is on Road
L5	LR-1391	LR-834/2	Bastu	Bastu	9.701 Dec		99,58,516/-	Property is on Road
L6	LR-1391	LR-834/2	Bastu	Bastu	5.0908 Dec		52,25,938/-	Property is on Road
L7	LR-1391	LR-402/3	Bastu	Bastu	7.1111 Dec		72,99,867/-	Property is on Road
L8	LR-1391	LR-288/2	Bastu	Bastu	12.2019 Dec		1,25,25,504/-	Property is on Road
L9	LR-1391	LR-402/3	Bastu	Bastu	7.1111 Dec		72,99,867/-	Property is on Road
L10	LR-1391	LR-288/2	Bastu	Bastu	5.0908 Dec		52,25,938/-	Property is on Road
L11	LR-1391	LR-64/1	Bastu	Bastu	11.4899 Dec		1,17,94,903/-	Property is on Road
		<b>TOTAL :</b>			<b>72.4994Dec</b>	<b>0 /-</b>	<b>744,23,924 /-</b>	
		<b>Grand Total :</b>			<b>72.4994Dec</b>	<b>0 /-</b>	<b>744,23,924 /-</b>	

Major Information of the Deed :- I-1904-08481/2018-31/07/2018

**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<p><b>Mr ABUL BARKAT MISAQUL WAHHAB, (Alias: Mr ABM WAHHAB)</b>                      Son of Late ABDUL WAHHAB 60, Elliot Road, Park Street, Kolkata – 700 016, P.O:- PARK STREET, P.S:- Park Street, Kolkata, District-Kolkata, West Bengal, India, PIN - 700016 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of India, PAN No.: AAIPW1802E, Aadhaar No: 32xxxxxxxx0785, Status: Individual, Executed by: Self, Date of Execution: 26/07/2018                      , Admitted by: Self, Date of Admission: 30/07/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 26/07/2018                      , Admitted by: Self, Date of Admission: 30/07/2018 ,Place : Pvt. Residence</p>
2	<p><b>Mrs ZAINUS SANAM RAHMAN</b>                      Daughter of Mr. ABM WAHHAB 26D, Park Lane, Park Street, Kolkata – 700 016, P.O:- PARK STREET, P.S:- Park Street, Kolkata, District-Kolkata, West Bengal, India, PIN - 700016 Sex: Female, By Caste: Muslim, Occupation: Professionals, Citizen of India, PAN No.: AHBPR1548N, Aadhaar No: 73xxxxxxxx9119, Status: Individual, Executed by: Self, Date of Execution: 26/07/2018                      , Admitted by: Self, Date of Admission: 30/07/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 26/07/2018                      , Admitted by: Self, Date of Admission: 30/07/2018 ,Place : Pvt. Residence</p>
3	<p><b>Mrs SHIREEN WAHHAB</b>                      Daughter of Mr. ABM WAHHAB 60, Elliot Road, Park Street, Kolkata – 700 016, P.O:- PARK STREET, P.S:- Park Street, Kolkata, District-Kolkata, West Bengal, India, PIN - 700016 Sex: Female, By Caste: Muslim, Occupation: Business, Citizen of India, PAN No.: AAQPW3728B, Aadhaar No: 36xxxxxxxx3465, Status: Individual, Executed by: Self, Date of Execution: 26/07/2018                      , Admitted by: Self, Date of Admission: 30/07/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 26/07/2018                      , Admitted by: Self, Date of Admission: 30/07/2018 ,Place : Pvt. Residence</p>
4	<p><b>Miss ZOYA RAHMAN</b>                      Daughter of Mr. NAVED RAHMAN 60, Elliot Road, Park Street, Kolkata – 700 016, P.O:- PARK STREET, P.S:- Park Street, Kolkata, District-Kolkata, West Bengal, India, PIN - 700016 Sex: Female, By Caste: Muslim, Occupation: Student, Citizen of India, PAN No.: CGRPR2192H, Aadhaar No: 81xxxxxxxx4042, Status: Individual, Executed by: Self, Date of Execution: 26/07/2018                      , Admitted by: Self, Date of Admission: 30/07/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 26/07/2018                      , Admitted by: Self, Date of Admission: 30/07/2018 ,Place : Pvt. Residence</p>
5	<p><b>Miss ZARA RAHMAN</b>                      Daughter of Mr. NAVED RAHMAN 26D, Park Lane, Park Street, Kolkata – 700 016, P.O:- PARK STREET, P.S:- Park Street, Kolkata, District-Kolkata, West Bengal, India, PIN - 700016 Sex: Female, By Caste: Muslim, Occupation: Student, Citizen of India, PAN No.: CJXPR4750E, Aadhaar No: 70xxxxxxxx7469, Status: Individual, Executed by: Self, Date of Execution: 26/07/2018                      , Admitted by: Self, Date of Admission: 30/07/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 26/07/2018                      , Admitted by: Self, Date of Admission: 30/07/2018 ,Place : Pvt. Residence</p>
6	<p><b>Mr IMTIAZUL WAHHAB</b>                      Son of Late ABDUL WAHHAB 1/B Circus Avenue, Kolkata – 700 017, P.O:- BENIAPUKUR, P.S:- Beniapur, Kolkata, District-Kolkata, West Bengal, India, PIN - 700017 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of India, PAN No.: AAHPW9687J, Aadhaar No: 40xxxxxxxx6054, Status: Individual, Executed by: Self, Date of Execution: 26/07/2018                      , Admitted by: Self, Date of Admission: 30/07/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 26/07/2018                      , Admitted by: Self, Date of Admission: 30/07/2018 ,Place : Pvt. Residence</p>

Major Information of the Deed :- I-1904-08481/2018-31/07/2018.

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>VARA HOUSING DEVELOPERS LLP</b> 23 A, Netaji Subhas Road, 1st Floor, Room No. 10,, P.O:- GPO, P.S:- Hare Street, Kolkata, District -Kolkata, West Bengal, India, PIN - 700001 , PAN No. : AAQFV4879A, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Mr MAHESH AGARWAL (Presentant )</b> Son of Late GOKUL CHAND AGARWAL 49A, Tollygunge Circular Road, Kolkata 700053, P.O:- NEW ALIPORE, P.S:- New Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700053, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADBPA1190P Status Representative, Representative of : VARA HOUSING DEVELOPERS LLP (as DESIGNATED PARTNER)

**Identifier Details :**

Name & address	
Mr DEBASISH DAS Son of Mr DIPAK DAS 16, BIPRODAS CHATTERJEE LANE, SHIBPUR, HOWRAH, P.O:- SHIBPUR, P.S:- Shibpur, Howrah, District:-Howrah, West Bengal, India, PIN - 711102, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Identifier Of Mr ABUL BARKAT MISAQUL WAHHAB, Mrs ZAINUS SANAM RAHMAN, Mrs SHIREEN WAHHAB, Miss ZOYA RAHMAN, Miss ZARA RAHMAN, Mr IMTIAZUL WAHHAB, Mr MAHESH AGARWAL	

Major Information of the Deed :- I-1904-08481/2018-31/07/2018

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr ABUL BARKAT MISAQUL WAHHAB	VARA HOUSING DEVELOPERS LLP-2.4584 Dec
Transfer of property for L10		
Sl.No	From	To. with area (Name-Area)
1	Miss ZARA RAHMAN	VARA HOUSING DEVELOPERS LLP-5.0908 Dec
Transfer of property for L11		
Sl.No	From	To. with area (Name-Area)
1	Mr IMTIAZUL WAHHAB	VARA HOUSING DEVELOPERS LLP-11.4899 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mr ABUL BARKAT MISAQUL WAHHAB	VARA HOUSING DEVELOPERS LLP-5.0018 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Mr ABUL BARKAT MISAQUL WAHHAB	VARA HOUSING DEVELOPERS LLP-4,7437 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Mrs ZAINUS SANAM RAHMAN	VARA HOUSING DEVELOPERS LLP-2.5009 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Mrs ZAINUS SANAM RAHMAN	VARA HOUSING DEVELOPERS LLP-9.701 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	Mrs SHIREEN WAHHAB	VARA HOUSING DEVELOPERS LLP-5.0908 Dec
Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	Mrs SHIREEN WAHHAB	VARA HOUSING DEVELOPERS LLP-7.1111 Dec
Transfer of property for L8		
Sl.No	From	To. with area (Name-Area)
1	Miss ZOYA RAHMAN	VARA HOUSING DEVELOPERS LLP-12.2019 Dec
Transfer of property for L9		
Sl.No	From	To. with area (Name-Area)
1	Miss ZARA RAHMAN	VARA HOUSING DEVELOPERS LLP-7.1111 Dec

Major Information of the Deed -> I-1904-08481/2018-31/07/2018

## Land Details as per Land Record

District: North 24-Parganas, P.S.- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road. Thakdari, Mouza: Thakdari, Ward No: 27

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 1391(Corresponding RS Plot No:-1391), LR Khatian No:- 64/1	Owner:আবুল বরকত মিসাকুল ওয়াব, Gurdian:আবুল ওয়াব, Address:12 সংগ্রাম একজিভিসন রোড কলিকাতা----- 17, Classification:শালি, Area:0.14000000 Acre, Under Mutation
L2	LR Plot No:- 1391(Corresponding RS Plot No:- 1391), LR Khatian No:- 834/2	Owner:মিস শীয়ারী ওয়াব ,, Gurdian:আবুল বরকত, Address:দাং-60 ইপিএট রোড কলিকাতা--16, Classification:শালি, Area:0.20000000 Acre, Under Mutation
L3	LR Plot No:- 1391(Corresponding RS Plot No:- 1391), LR Khatian No:- 402/3	Owner:নাসরীন ওয়াব ,, Gurdian:আবুল বরকতমিসকুল ওয়াব, Address:60 এপিএট রোড কলিকাতা--- 16, Classification:শালি, Area:0.19000000 Acre, Under Mutation
L4	LR Plot No:- 1391(Corresponding RS Plot No:- 1391), LR Khatian No:- 288/2	Owner:জেনুস সনাম রহমান, Gurdian:নাজেদ রহমান, Address:26 - ডি পার্ক সেন কলিকাতা--- 16, Classification:শালি, Area:0.20000000 Acre, Under Mutation
L5	LR Plot No:- 1391(Corresponding RS Plot No:- 1391), LR Khatian No:- 834/2	Owner:মিস শীয়ারী ওয়াব ,, Gurdian:আবুল বরকত, Address:দাং-60 ইপিএট রোড কলিকাতা--16, Classification:শালি, Area:0.20000000 Acre, Under Mutation
L6	LR Plot No:- 1391(Corresponding RS Plot No:- 1391), LR Khatian No:- 834/2	Owner:মিস শীয়ারী ওয়াব ,, Gurdian:আবুল বরকত, Address:দাং-60 ইপিএট রোড কলিকাতা--16, Classification:শালি, Area:0.20000000 Acre, Under Mutation
L7	LR Plot No:- 1391(Corresponding RS Plot No:- 1391), LR Khatian No:- 402/3	Owner:নাসরীন ওয়াব ,, Gurdian:আবুল বরকতমিসকুল ওয়াব, Address:60 এপিএট রোড কলিকাতা--- 16, Classification:শালি, Area:0.19000000 Acre, Under Mutation
L8	LR Plot No:- 1391(Corresponding RS Plot No:- 1391), LR Khatian No:- 288/2	Owner:জেনুস সনাম রহমান, Gurdian:নাজেদ রহমান, Address:26 - ডি পার্ক সেন কলিকাতা--- 16, Classification:শালি, Area:0.20000000 Acre, Under Mutation
L9	LR Plot No:- 1391(Corresponding RS Plot No:- 1391), LR Khatian No:- 402/3	Owner:নাসরীন ওয়াব ,, Gurdian:আবুল বরকতমিসকুল ওয়াব, Address:60 এপিএট রোড কলিকাতা--- 16, Classification:শালি, Area:0.19000000 Acre, Under Mutation
L10	LR Plot No:- 1391(Corresponding RS Plot No:- 1391), LR Khatian No:- 288/2	Owner:জেনুস সনাম রহমান, Gurdian:নাজেদ রহমান, Address:26 - ডি পার্ক সেন কলিকাতা--- 16, Classification:শালি, Area:0.20000000 Acre, Under Mutation
L11	LR Plot No:- 1391(Corresponding RS Plot No:- 1391), LR Khatian No:- 64/1	Owner:আবুল বরকত মিসাকুল ওয়াব, Gurdian:আবুল ওয়াব, Address:12 সংগ্রাম একজিভিসন রোড কলিকাতা----- 17, Classification:শালি, Area:0.14000000 Acre, Under Mutation

Endorsement For Deed Number : I - 190408481 / 2018

Major Information of the Deed :- I-1904-08481/2018-31/07/2018



On 26-07-2018

**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 7,44,23,924/-

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

On 30-07-2018

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

Presented for registration at 17:02 hrs on 30-07-2018, at the Private residence by Mr MAHESH AGARWAL

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

Execution is admitted on 30/07/2018 by 1. Mr ABUL BARKAT MISAQUL WAHHAB, Alias Mr ABM WAHHAB, Son of Late ABDUL WAHHAB, 50, Elliot Road, Park Street, Kolkata - 700 016, P.O: PARK STREET, Thana: Park Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700016, by caste Muslim, by Profession Business, 2. Mrs ZAINUS SANAM RAHMAN, Daughter of Mr ABM WAHHAB, 26D, Park Lane, Park Street, Kolkata - 700 016, P.O: PARK STREET, Thana: Park Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700016, by caste Muslim, by Profession Professionals, 3. Mrs SHIREEN WAHHAB, Daughter of Mr ABM WAHHAB, 50, Elliot Road, Park Street, Kolkata - 700 016, P.O: PARK STREET, Thana: Park Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700016, by caste Muslim, by Profession Business, 4. Miss ZOYA RAHMAN, Daughter of Mr NAVED RAHMAN, 50, Elliot Road, Park Street, Kolkata - 700 016, P.O: PARK STREET, Thana: Park Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700016, by caste Muslim, by Profession Student, 5. Miss ZARA RAHMAN, Daughter of Mr NAVED RAHMAN, 26D, Park Lane, Park Street, Kolkata - 700 016, P.O: PARK STREET, Thana: Park Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700016, by caste Muslim, by Profession Student, 6. Mr IMTIAZUL WAHHAB, Son of Late ABDUL WAHHAB, 1/B Circus Avenue, Kolkata - 700 017, P.O: BENIAPUKUR, Thana: Beniapur, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700017, by caste Muslim, by Profession Business

Indetified by Mr DEBASISH DAS, Son of Mr DIPAK DAS, 15, BIPRODAS CHATTERJEE LANE, SHIBPUR, HOWRAH, P.O: SHIBPUR, Thana: Shibpur, City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711102, by caste Hindu, by profession Service

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

Execution is admitted on 30-07-2018 by Mr MAHESH AGARWAL, DESIGNATED PARTNER, VARA HOUSING DEVELOPERS LLP (LLP), 23 A, Netaji Subhas Road, 1st Floor, Room No. 10., P.O:- GPO, P.S:- Hare Street, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001

Major Information of the Deed - I-1904-08481/2018-31/07/2018

Identified by Mr DEBASISH DAS, . . Son of Mr DIPAK DAS, 16, BIPRODAS CHATTERJEE LANE, SHIBPUR, HOWRAH, P O: SHIBPUR, Thana: Shibpur, . City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711102, by caste Hindu, by profession Service



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

On 31-07-2018

**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 : 43 (g) of Indian Stamp Act 1899.

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 1,35,105/- ( B = Rs 1,35,000/- ,E = Rs.21/- ,J = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,35,105/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/07/2018 4:01PM with Govt. Ref. No: 192018190268282161 on 30-07-2018, Amount Rs: 1,35,105/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK00RWWSR5 on 30-07-2018, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 500/-, by online = Rs 74,921/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 170940, Amount: Rs.500/-, Date of Purchase: 10/11/2017, Vendor name: S Chatterjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/07/2018 4:01PM with Govt. Ref. No: 192018190268282161 on 30-07-2018, Amount Rs: 74,921/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK00RWWSR5 on 30-07-2018, Head of Account 0030-02-103-003-02



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

Major Information of the Deed :- I-1904-08481/2018-31/07/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2018, Page from 327599 to 327672  
being No 190408481 for the year 2018.



AC

Digitally signed by ASIT KUMAR  
JOARDER  
Date: 2018.08.03 16:48:57 +05:30  
Reason: Digital Signing of Deed.

(Asit Kumar Joarder) 03-08-2018 16:47:04  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
West Bengal.

(This document is digitally signed.)