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INDIA NON JUDICIAL

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Certified that the document is admitted to registration. The signature sheets and the endroement sheets attached with the document are the part of this document.

[Signature]
District Sub-Register-III
Alipore, South 24-parganas

20 SEP 2017

DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT made at Kolkata on this
the 18th day of September **TWO THOUSAND AND SEVENTEEN**
BETWEEN

TRIMURTI VILLA PRIVATE LIMITED (PAN AADCT9398Q) a company within the meaning of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at No. 26 Shakespeare Sarani, Dimple Court, 8th floor, Suite D, Kolkata 700 017 P.S. Shakespeare Sarani, P.O. Circus Avenue and represented by its Director **SMT. KANTA AGARWAL (PAN AEXPA2210D)** wife of Sri Dayaram Agarwal working for gain at No. 26 Shakespeare Sarani, Dimple Court, 8th floor, Suite D, Kolkata 700 017 P.S. Shakespeare Sarani, P.O. Circus Avenue hereinafter referred to as the **FIRST PARTY/OWNER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **ONE PART;**

AND

ALTAMIRA PROJECTS LLP (PAN AAZFA4420H) a Limited Liability Partnership incorporated in accordance with the provisions of the Limited Liability Partnership Act 2008 having its registered office situated at No. 26 Shakespeare Sarani, Dimple Court, 8th floor, Suite D, Kolkata 700 017 P.S. Shakespeare Sarani, P.O. Circus Avenue and represented by its Designated Partner, **SRI ABHISHEK AGARWAL (PAN ACJPA3843J)** son of Sri Dayaram Agarwal working for gain at No. 26 Shakespeare Sarani, Dimple Court, 8th floor, Suite D, Kolkata 700 017 P.S. Shakespeare Sarani, P.O. Circus Avenue having been duly authorised by the other partners hereinafter referred to as the **SECOND PARTY/DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and/or those who may carry on the business of Altamira Projects LLP and their respective heirs, legal representatives, executors, administrators and assigns) of the **OTHER PART;**

WHEREAS:

- A)** In this Agreement the First Party/Owner and the Second Party /Developer wherever the context so permits are collectively referred to as the 'parties' and individually as a 'party'.
- B)** Indian Church Trustees, a body incorporated by Royal Charter dated 11th June 1929 under the provisions of Sub Section (1) of Section 6 of the Indian Church Act 1927 was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the Municipal Premises No. 67-A Ballygunge Circular Road (now known as Pramothesh Barua Sarani) Kolkata 700 019 (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the said **PREMISES**).
- C)** By a registered Deed of Lease dated 14th May 2014 and made between Indian Church Trustees therein referred to as the Lessor of the First Part and Trifurfi Villa Private Limited therein referred to as the Lessee of the Second Part and Hooghly Ink Co Ltd therein referred to as the First Confirming Party of the Third Part and Hooghly Ink Co (Bombay) Limited therein referred to as the Second Confirming Party of the Fourth Part and (1) Sri Arun Kumar Agarwala and (2) Sri Sushil Kumar Poddar therein collectively referred to as the Third Confirming Party of the Fifth Part and registered at the office of the Additional Registrar of Assurances-1, Kolkata in Book No. I CD Volume No.9 Pages 2128 to 2162 Being No. 04298 for the year 2014 the said Indian Church Trustees granted a Lease in respect of **ALL THAT** the divided and demarcated portion of the said Premises being the Southern Portion containing by estimation an area of 16 cottahs 14 chittacks and 7 sq.ft. together with the structures standing thereon (more fully and particularly

mentioned and described in **PART I of the SECOND SCHEDULE** hereunder written and hereinafter referred to as the **SOUTHERN PORTION**) unto and in favour of the said Trimurti Villa Private Limited (the Owner herein) for a term of 99 years together with the option to renew the same for a further period of 99 years at the rent and subject to the terms and conditions contained and recorded in the said Deed of Lease (hereinafter referred to as the **FIRST LEASE**).

- D)** Certain terms and conditions of the said First Lease was duly modified in terms of a Deed of Modification/Rectification dated 30th June 2014 executed by the parties to the said First Lease and the said Deed of Modification/Rectification has been duly registered at the office of the Registrar of Assurances-1, Kolkata in Book No. 1 CD Volume No.17 Pages 318 to 333 Being No. 07062 for the year 2014.
- E)** By another registered Deed of Lease also dated 14th May 2014 and made between Indian Church Trustees therein referred to as the Lessor of the First Part and Altamira Projects LLP therein referred to as the Lessee of the Second Part and Hooghly Ink Co Ltd therein referred to as the First Confirming Party of the Third Part and Hooghly Ink Co (Bombay) Limited therein referred to as the Second Confirming Party of the Fourth Part and (1) Sri Arun Kumar Agarwala and (2) Sri Sushil Kumar Poddar therein collectively referred to as the Third Confirming Party of the Fifth Part and registered at the office of the Additional Registrar of Assurances-1, Kolkata in Book No. 1 CD Volume No.9 Pages 2093 to 2127 Being No. 04297 for the year 2014 the said Indian Church Trustees granted a Lease in respect of **ALL THAT** the remaining divided and demarcated portion of the said Premises being the Northern Portion containing by estimation an area of 16 cottahs 14 chittacks and 7 sq.ft. together with the structures standing thereon (more fully and particularly mentioned and described in **PART II of the SECOND SCHEDULE**

hereunder written and hereinafter referred to as the **NORTHERN PORTION**) unto and in favour of the said Altamira Projects LLP (the Developer herein) for a term of 99 years together with the option to renew the same for a further period of 99 years at the rent and subject to the terms and conditions contained and recorded in the said Deed of Lease (hereinafter referred to as the **SECOND LEASE**).

- F)** The said First Lease and Second Lease are hereinafter for the sake of brevity referred to as the said **LEASES**.
- G)** Certain terms and conditions of the said Second Lease was also in terms of a Deed of Modification/Rectification dated 30th June 2014 executed by the parties to the said Second Lease and the said Deed of Modification/Rectification has been duly registered at the office of the Registrar of Assurances-1, Kolkata in Book No. 1 CD Volume No.17 Pages 334 to 349 Being No. 07063 for the year 2014.
- H)** By virtue of the said Leases as hereinbefore recited the Owner and the Developer thus jointly became entitled to hold the respective portions of the entirety of the said Premises for the term and extended term of the said Leases.
- I)** The parties hereto acquired the leasehold interest in respect of the said Premises with the intent and object of undertaking development of their respective portions independently of each other and as such upon an application having been made to Kolkata Municipal Corporation (KMC) the said Southern Portion which had been demised in favour of the Owner was separated and continued to remain numbered as Municipal Premises No.67-A Ballygunge Circular Road and the Northern Portion which had been demised in favour of the Developer herein was numbered as Premises No.67-A/1 Ballygunge Circular Road, Kolkata 700 019.

- J)** The parties later on decided to cause the entirety of the said Southern Portion and Northern Portion to be developed as one Property and for the aforesaid purpose granted subleases in favour of each other in respect of undivided 2% of their respective portions by virtue of two registered Deeds of Sub Lease both dated 15th December 2015 being Deed No. 1-018432 for the year 2015 and Deed No. 1-018433 for the year 2015.
- K)** Consequent to grant of such Sub Leases the parties caused the said Northern Portion and the said Southern Portion to be amalgamated and upon such amalgamation the said Premises has now been numbered as Municipal Premises No.67-A/1 Ballygunge Circular Road, Kolkata 700 019 (hereinafter referred to as the said PREMISES).
- L)** The parties have caused their respective names to be mutated in the records of Kolkata Municipal Corporation under Assessee No. 110690809552.
- M)** It has been agreed by and between the parties that the said Premises will be developed by the Developer and for the aforesaid purpose the Developer caused a map or plan to be sanctioned by Kolkata Municipal Corporation being Building Permit No. 2017080030 dated 28th June 2017 (hereinafter referred to as the said **PLAN**) whereby the parties have become entitled to undertake construction of a new building at the said premises comprising of basement, ground plus 19 upper floors comprising of various self contained flats units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other.

N) The Owner has agreed to grant the exclusive right of development in respect of the its undivided half share or interest into or upon the said Premises unto and in favour of the Developer herein with the intent and object that the Developer shall be entitled to undertake construction of a new building at the said Premises in accordance with the said Plan subject to the terms and conditions hereinafter appearing.

NOW THEREFORE IN CONSIDERATION OF THE ABOVE RECITALS AND THE MUTUAL COVENANTS AND PROMISES HEREIN CONTAINED THE PARTIES HAVE AGREED as follows:

ARTICLE I - DEFINITIONS

1.1 In this agreement unless the context so permits the following expressions shall have the meanings assigned to them as under:

- i) **ARCHITECT** shall mean such person or persons, firm or firms, who may be appointed by the Developer for designing and planning of the said Project.
- ii) **CONSENTS** shall mean the planning permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for the carrying out, completion use and occupation of the Development.
- iii) **DEVELOPMENT AGREEMENT** shall mean this Agreement.
- iv) **DEVELOPER** shall mean the said **ALTAMIRA PROJECTS LLP** and shall mean and include the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and their respective heirs, legal representatives, executors, administrators and assigns.

- v) **DEVELOPER'S OBLIGATIONS** shall mean the obligations assumed by the Developer, brief details will appear from the Third Schedule hereunder written.
- vi) **DEVELOPMENT COSTS** shall mean the amounts to be incurred by the Developer for undertaking development of the Premises, brief details will appear from the Fourth Schedule hereunder written.
- vii) **DEVELOPER'S SHARE** shall mean 75% (seventy five percent) of the net revenue accruing consequent to sale and transfer of the various flats units apartments constructed spaces and car parking spaces forming part of the development.
- viii) **ENDUSERS** shall mean the various persons who shall acquire a Flat/Unit in the said new building to be constructed at the said premises.
- ix) **GROSS RECEIPTS/REVENUE** shall mean the total revenue generated consequent to sale and transfer of the various flats units apartments constructed spaces and car parking spaces forming part of the development.
- x) **NET RECEIPTS/REVENUE** shall mean the net amount available for distribution between the parties in terms of this agreement after deducting from the gross receipts the amounts which may be incurred on account of promotion, brokerage, municipal rates and taxes, electricity charges, guarding charges and other miscellaneous amount.

- xi) **NORTHERN PORTION** shall mean the divided and demarcated portion of the said premises being the Northern Portion which is presently held by the Developer consequent to the Second Lease (more fully and particularly mentioned and described in Part II of the Second Schedule hereunder written)
- xii) **OWNER** shall mean the Party hereto of the First Part and shall mean and include its successor and/or successors in office/interest and assigns.
- xiii) **OWNER'S SHARE** shall mean 25% (twenty five percent) of the net revenue accruing consequent to sale and transfer of the various flats units apartments constructed spaces and car parking spaces forming part of the development.
- xiv) **OWNER'S EXCLUDED AREA** shall mean ALL THAT a room admeasuring 100 sq.ft. situated on the south western corner of the said Premises which shall continue to remain as the exclusive property of the Owner and shall not form part of the Development.
- xv) **PROJECT** shall mean the proposed new building to be constructed on the said Premises in accordance with the plan.
- xvi) **PLAN** shall mean the plan sanctioned by the authorities concerned being Building Permit No. 2017080030 dated 28th June 2017 and shall include any modifications made thereto from time to time and sanctioned by the authorities concerned.
- xvii) **PREMISES** shall mean **ALL THAT** the Municipal Premises No. 67-A/1 Ballygunge Circular Road, Kolkata 700 019 (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written)

- xviii) **PROFESSIONAL TEAM** shall mean the Architects, Structural Engineers, Quantity Surveyors, Mechanical and/or Electrical Engineers, Surveyors and/or such other professional engaged and/or contracted by the Developer from time to time.

- xix) **SOUTHERN PORTION** shall mean the divided and demarcated portion of the said premises being the Southern Portion which is presently held by the Owner consequent to the First Lease (more fully and particularly mentioned and described in Part I of the Second Schedule hereunder written)

- xx) **SERVICES** shall mean the supply to and the installations on the Premises of electricity, water, gas, telecommunications, lavatories, drainage and other services.

ARTICLE II - INTERPRETATIONS

2.1 In this Agreement:

2.1.1 **Covenants** - where any part to this Agreement for the time being comprises of two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising the party jointly and severally.

A covenant expressed to be made with more than one party is a covenant made separately with each of those parties

2.1.2 **Gender and number** - Words importing one gender include all other genders, words importing the singular includes the plural and vice versa.

- 2.1.3 **Headings** - The clause, paragraphs and schedules headings do not form part of this document and are not to be taken into account in its construction or interpretation.
- 2.1.4 **Reference to statutes**-unless expressly stated to the contrary any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under that statute and any general reference to a statute includes any regulations or orders made under that statute.
- 2.1.5 **Interpretation of 'this Development Agreement'** - where the context so allows, the expression "this Development Agreement" includes any documents supplemental to or collateral with this document or entered into in accordance with this document.
- 2.1.6 **Reference to clauses and schedules** - any reference in this document to a clause, sub-clause, paragraph, sub paragraphs or Schedules without further designation is to be construed as a reference to the clause, sub clause, paragraph, sub Paragraphs or Schedules to this document so numbered.

ARTICLE III - REPRESENTATIONS AND WARRANTIES BY THE OWNER

- 3.1 At or before the execution of this Agreement the Owner has assured and represented to the Developer as follows:
- i) **THAT** the said First Lease is valid and subsisting.

- ii) **THAT** the said Southern Portion is free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever.
 - iii) **THAT** the Owner is legally competent to enter into this agreement and that there is no legal bar or impediment in the Owner entering into this agreement
 - iv) **THAT** there is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act 1976 comprised in the Southern Portion and/or Premises
 - v) **THAT** all municipal rates taxes and other outgoings payable in respect of the said Southern Portion has been paid and/or shall be paid by the Owner upto the date of execution of this agreement
 - vi) **THAT** this agreement has been duly approved by the shareholders of the Owner
- 3.2 Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Developer has agreed to enter into this agreement and ~~to~~ undertake development of the said Premises

**ARTICLE IV -ASSURANCES AND WARRANTIES BY THE
DEVELOPER**

- 4.1 At or before the entering into this Agreement the Developer has assured and represented to the Owners as follows:
- i) **THAT** the said Second Lease is valid and subsisting.

- ii) **THAT** the said Northern Portion is free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever.
- iii) **THAT** the Developer is legally competent to enter into this agreement and that there is no legal bar or impediment in the Developer entering into this agreement
- iv) **THAT** all municipal rates taxes and other outgoings payable in respect of the said Northern Portion has been paid and/or shall be paid by the Developer.
- v) That the Developer has adequate financial resources to undertake the development of the said Premises.
- vi) That the Developer has an experienced professional team at its command comprising of Engineers, skilled workers and other professionals who are competent to undertake the development of the said Premises.
- vii) **ACKNOWLEDGES** that the said Excluded Area being a room admeasuring 100 sq.ft. situated on the south western corner of the said Premises which shall continue to remain as the exclusive property of the Owner and shall not form part of the Development

4.2 Relying on the aforesaid representations and believing the same to be true the Owners have agreed to allow the Developer to undertake the development of the said Premises subject to the terms and conditions hereinafter appearing.

ARTICLE V – COMMENCEMENT AND DURATION

- 5.1 This agreement has commenced and/or shall be deemed to have commenced on and with effect from 11th day September 2017 (hereinafter referred to as the **COMMENCEMENT DATE**)
- 5.2 Unless terminated in the manner as hereinafter appearing this Agreement shall remain in full force and effect until the said Project is completed in all regards.

ARTICLE VI – GRANT OF DEVELOPMENT RIGHT

- 6.1 It has been agreed by and between the parties hereto that subject to the terms and conditions herein contained the Owner has agreed to grant the exclusive right of development to the extent of its right title interest into or upon the said Premises excepting the said Excluded Area unto and in favour of the Developer herein and in connection therewith the Developer shall perform and observe its obligations set out in the Fourth hereunder written

ARTICLE VII – LICENSE

- 7.1 Immediately after execution of this Agreement or so soon thereafter, the Developer and/or any person authorised by it shall be entitled to enter upon the said Premises and at the cost of the Developer shall be entitled to and is hereby authorised :
- i) To undertake other preliminary works for the purpose of undertaking development of the said Premises
 - ii) To do all acts deeds and things as may be necessary and/or required for the purpose of undertaking the development of the said Premises.

- 7.2 It is hereby made expressly clear that the possession of the said Southern Portion is not being given nor intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act 1972 read with Section 2 (47)(v) of the Income Tax Act 1961 and possession of the said Southern Portion shall always continue to remain vested with the Owner during the continuance of this agreement

ARTICLE VIII - PERMISSIONS

- 8.1 For the purpose of undertaking development of the said Premises, the Developer shall be entitled to apply for and obtain all permissions consents approvals and/or consents which are needed and/or required and the Owner agrees and undertake to sign and execute deeds documents and instruments as may be necessary and/or required from time to time.
- 8.2 The Developer shall be entitled to and the Owner hereby consents to the Developer modifying and/or altering the said Plan in accordance with the prevailing building rules so long as such modification and/or alteration is beneficial for the said project.
- 8.3 This Agreement shall not operate or be deemed to operate as a demise of the Southern Portion or any part thereof and the Developer or any person claiming through or under it shall not be entitled to any estate, right, title or interest in respect of the Southern Portion until such time the development is completed.

ARTICLE IX - PROFESSIONAL TEAM AND BUILDING CONTRACTOR

- 9.1 The Developer shall take all necessary action to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the Building Contract, any sub-

contracts or agreements with the Developer and the appointments of the members of the Professional Team and the Developer shall itself diligently observe and perform its obligations under the same.

9.2 Without the price consent of the Owner (which shall not be unreasonably withheld) the Developer shall not :

- i) do or omit to do any act or thing which would entitle the Building Contractor or any member of the Professional Team to terminate the Building Contract or its appointment respectively or dismiss any member of the Professional Team or the Building Contractor or appoint another professional or contractor in addition to, or in substitution for, any of them.
- ii) make any addition, variation, alteration or modification to the terms of appointment of any member of the Professional Team or to the Building Contract or to any contract between sub-contractors or suppliers and the Developer or to any other contracts entered into by the Developer in relation to the Development.
- iii) discharge or release (or agree so to do) the Building Contractor, any sub-contractor or supplier or any member of the Professional Team or other persons from, or waive any of, their obligations or liabilities under their respective contracts or treat, or allow to be treated, any such agreements or contracts as determined or discharged other than by performance, or enter, into any other contract in relation to the carrying out of the Development.
- iv) The Developer shall, at the request of the Owner, co-operate in any manner reasonably requested by the Owner in taking proceedings against the Building Contractor and any of the Professional Team.

ARTICLE X - THE DEVELOPMENT

- 10.1 After execution of this Agreement or so soon thereafter, the Developer shall immediately commence and proceed diligently to execute and complete the Development ;
- i) in a good and workmanlike manner with such materials and/or specifications as may be recommended by the Architect free from any latent or inherent defect (whether of design, workmanship or materials) to the [reasonable] satisfaction of the Owner; and
 - ii) in accordance with the Approved Plans, the Planning Permission and all planning permissions which may be granted for the Development, the consents, any relevant statutory requirements and building regulations, the requirements of any statutory or other competent authority and the provisions of this Agreement;

ARTICLE XI- TOTAL DEVELOPMENT COSTS

- 11.1 The Developer shall incur all developments costs including all costs, fees and expenses wholly and exclusively expended or incurred by the Developer, including, without limitation, the items listed in the Fourth Schedule hereunder written:

ARTICLE XII - CONSTRUCTION AND COMPLETION

- 12.1 The Developer shall immediately after the execution of this Agreement or so soon thereafter shall be entitled to commence the work of construction of the said Project in accordance with the said Plan (hereinafter referred to as the START DATE)

- 12.2 Unless prevented by circumstances beyond the control of the Developer the said Project shall be constructed erected and completed in all regards within a period of 5 (five) years from the date of execution of this Agreement with a grace period of 12 (twelve) months (hereinafter referred to as the COMPLETION DATE) and time for completion is and shall always be treated as the essence of the contract
- 12.3 For the purpose of completion of the said new building shall be deemed to have been completed if certified so by the Architect for the time being. The Owner acknowledges that various permissions are required for the purpose of obtaining completion certificate which is likely to delay the occupation of the new building.
- 12.4 The Developer shall cause the New Building to be constructed erected and completed with good quality materials and/or specifications as is normally used in construction of a first class business as may be recommended by the Architect for the time being.
- 12.4 The Developer hereby undertakes to keep the Owner indemnified against all actions suits costs proceedings and claims that may arise out of the Developer's action with regard to the development of the said Premises and/or in the matter of construction and/or for any defect therein.
- 12.5 If the event of any accident or mishap takes place during construction whether due to negligence or otherwise of the Developer, the Architect or their labourers or contractors, the same shall be on account of the Developer and the Owner shall be fully absolved of any liability or claims thereof or therefrom.

**ARTICLE XIII - DEVELOPER'S WARRANTIES AND
ACKNOWLEDGEMENT**

13.1 The Developer warrants and represents to the Owners that :

- i) to the best of its knowledge and belief, all information known to the Developer at the date of this Agreement which is, or might be considered, material to the Owner's decision to enter into this Agreement has been fully disclosed and produced to the Owner:
- ii) the Developer has used and will continue to use all reasonable skill and care in relation to the Development, to the co-ordination management and supervision of the Building Contractor and the Profession Team, to selection and preparation of all necessary performance specifications and requirements and to the design of the Development for the purposes for which it is to be used or specified.
- iii) That the said new building to be constructed at the said Premises shall be free from any design defect and fit for the purpose for which it is to be used; and the Premises is fit for the carrying out of the Development :

13.2 The Developer acknowledges that ;

- i) nothing in this Agreement shall be construed as affecting, diminishing, relieving or excusing, in any way whatsoever, the Developer or Building Contractor and the Professional Team from the responsibility for the design, supervision and construction of the Development in a good and workmanlike manner so as to render it suitable for the purposes intended and in accordance with the provisions of this Agreement; and

- ii) no approvals, consents, proposals, comments, inspections and testing with regard to the Approved Plans or the Development which may be given, made or carried out from time to time by the Monitoring Surveyors or the Owner or anyone acting on its behalf shall in any way affect in any way affect or diminish the responsibility of the Developer.

ARTICLE XIV - MARKETING AND REVENUE SHARING

- 14.1 It has been agreed between the parties hereto that the Developer shall be entitled to retain for itself 75% of such net receipts (hereinafter referred to as the **DEVELOPER'S SHARE**) and the remaining 25% of such net receipts shall be made over by the Developer to the Owner (hereinafter referred to as the **OWNER'S SHARE**)
- 14.2 All agreements to be entered into with the intending purchasers /endusers shall be entered into in the name of the Developer and the Developer shall be entitled to receive realize and collect all amounts payable by the intending purchasers and to grant effectual receipts and/or discharges therefore. If required the Owner shall be a Confirming Party in all such agreements and in any event by virtue of the Power of Attorney to be granted by the Owner in favour of the Developer or its nominee and/or nominees, such attorney shall be entitled to sign for and on behalf of and in the name of the Owner.
- 14.3 The said net receipts will be deposited by the Developer in a separate account to be opened with a nationalized bank or any other bank which shall be maintained by the Developer.

- 14.4 Each of the Owner and the Developer shall be liable to make payment of any amount which may become payable on account of GST and other statutory outgoings which may become payable on account of the respective share .
- 14.5 The parties hereto shall hold periodical meeting for the purpose of determining the price and the terms and conditions on which the various flats units apartments constructed spaces are to be sold and transferred and as far as possible all decisions taken shall be faithfully recorded.
- 14.6 The parties may from time to time amongst themselves decide distribution of the net receipts in the proportion as above in such manner as may be mutually agreed upon between themselves, in writing.
- 14.7 The books of accounts and other related papers relating to the said Project shall be kept by the Developer at its office at its office at No. 26 Shakespeare Sarani, Dimple Court, Kolkata 700 017 or at such other place as the Developer in its absolute discretion may deem fit and proper and the Owner or any person authorised by it shall be entitled to take inspection of such books of accounts upon giving adequate notice to the Developer.

ARTICLE XV - EXTRA PAYMENTS

- 15.1 The Developer shall be entitled to receive realize and collect from each of the endusers various amounts on account of :
- i) proportionate share of CESC Transformer charges/HT Services;
 - ii) proportionate share of Generator connection to the flat;

- iii) proportionate share on account of recreational facilities to be provided for in the said housing project for the benefit of the flat Owners;
- iv) Any amount which may become payable in accordance with Rule 25 of KMC Act for flats forming part of the Owner's Allocation;
- v) Such charges as may be determined for formation of the Holding Organisation and/or Association of Flat owners;
- vi) By way of maintenance charges estimated for one year;
- vii) By way of municipal rates and estimated for one year
- viii) Sinking Fund

(hereinafter referred to as the EXTRA PAYMENTS)

15.2 The said Extra Payments shall not form part of the net receipts and the unadjusted amount shall be made over by the Developer to the Holding Organisation upon its formation.

ARTICLE XVI - MAINTENANCE OF THE COMMON PARTS AND PORTIONS FORMING PART OF THE SAID PROJECT

16.1 The Developer in consultation with the owner shall be entitled to frame necessary rules and regulations for the purpose of regulating the user of the various Flats units, apartments and Car Parking spaces forming part of the said project and each of the persons intending to and/or acquiring a Flat/ unit, apartment and Car Parking space in the said project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and

shall also be liable to contribute the proportionate share on account of the maintenance charges to the Developer/FMC till such time the Holding Organization is formed.

ARTICLE XVII - HOLDING ORGANISATION

- 17.1 After completion of the said Project or so soon thereafter the Developer shall cause a Society/Syndicate/Association/Company to be formed for the purpose of taking over of the maintenance and management of the common parts and portions and also for the purpose of rendition of the common services and each of the persons acquiring Flats, units, apartments and Car Parking spaces in the said new building and/or project shall be bound to become a member of such Holding Organisation.
- 17.2 The Developer undertakes to hold the sinking fund collected from intending purchasers in the form of fixed deposits and be liable to transfer the same in favour of the Society /Syndicate /Association /Company as and when the same is formed and becomes functional.
- 17.3 In the event of the control of the common parts and portions and the obligation of rendition of common services being entrusted by the Developer to any Facility Management Company (hereinafter referred to as the **MANAGEMENT COMPANY**) each of the persons acquiring a Flat/Unit/Apartment and Car Parking spaces in the said new building and/or project shall be liable to make payment of the proportionate share of the maintenance charges to such Management Company without raising any objection whatsoever or howsoever.

ARTICLE XVIII - TITLE DEEDS

18.1 Each of the parties shall be entitled to keep in their respective custody their respective title deeds in respect of the Southern Portion and Northern Portion and the other party shall be entitled to take inspection and make excerpts thereof and upon formation of the Holding Organisation the same shall be made over to the said Holding Organisation.

ARTICLE XIX - FORCE MAJEURE

19.1 The Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer to be performed and observed if it is prevented by any of the conditions herein below :

- i. Fire
- ii. Natural calamity
- iii. Tempest
- iv. Local problem and/or local disturbance.
- v. Any prohibitory order from the court, Kolkata Municipal Corporation and other authorities.
- vi. Any other unavoidable circumstances beyond control of the Developer

ARTICLE XX - OWNER'S OBLIGATIONS

20.1 The Owner has agreed :

- i) To co-operate with the Developer in all respect for development of the said Property in terms of this agreement.

- ii) To sign and execute all deeds documents and instruments as may be necessary and/or required from time to time as may be necessary and/or required to enable the Developer to undertake construction of the said Project in accordance with the Plan which may be sanctioned
- iii) The Owner will execute a registered power of attorney in favor of the Developer or its nominee and/or nominees to enable the Developer to do all acts deeds and things which are necessary and/or required towards construction work and the Owner shall also execute a General Power of Attorney in favour of the Developer or its nominee and/or nominees for implementation and/or giving effect to this Agreement

20.2 The Owner has agreed that without the consent of the Developer in writing the Owner shall not cancel and/or revoke the said Power of Attorneys

ARTICLE XXI (DEVELOPER' INDEMNITY)

21.1 The Developer hereby undertakes to keep the Owner indemnified and indemnify the Owner 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 Project.

21.2 The Developer hereby undertakes to keep the Owner indemnified and indemnifies the Owner against all actions suits costs proceedings and claims that may arise out of the Developer's action with regard to the development of the said Premises and/or in the matter of construction of the said Project and/or for any defect therein.

21.3 If any accident or mishap takes place during construction until completion of the Project whether due to negligence or otherwise any act of the Developer, the Architect or their labourers or contractors, the same shall be on account of the Developer and the Owner shall be fully absolved of any liability or claim thereof or there from

21.4 The Developer hereby undertakes that without prior written permission of the Owner the Developer shall not assign and/or transfer the benefits of this Development Agreement to any one whatsoever.

ARTICLE XXII- BREACHES

22.1 None of the parties shall be entitled to cancel and/or rescind this agreement and in the event of any default by any of the parties (hereinafter referred to as the DEFAULTING PARTY) the other party shall be entitled to sue the Defaulting Party for specific performance of this agreement and for other consequential reliefs.

ARTICLE XXIII - NEGATIVE COVENANTS

23.1 The Owner as and by way of negative covenants have assured and covenanted with the Developer as follows:

- i) Not to sell transfer alienate and/or encumber the said Southern Portion
- ii) Not to create any interest of any third party into or upon the said Southern Portion or any part or portion thereof
- iii) Not to do any act deed or thing which may be contrary to or in violation of any of the terms and conditions herein contained

- iv) To do all acts deeds and things as may be necessary and/or required from time to time

ARTICLE XXIV - MISCELLANEOUS

24.1 The parties have agreed that Shri R.L. Gaggar, Solicitor & Advocate of No. 6 Old Post Office Street, Kolkata 700 001 shall be appointed as the Common Solicitor and all deeds documents and instruments as drafted by him shall be acceptable by both the parties and the fees of Mr. Gaggar shall be borne by the Developer.

24.2 It is hereby made expressly clear that in the event of any of the Owners acquiring any adjacent and/or contiguous lands and/or causing the remaining part or portion of the said total Property to be developed then and in that event the same will be utilized for the purpose of ingress and egress and shall be undertaken by the Developer on such terms and conditions as may be mutually agreed upon.

24.3 TAXES – The parties agree and assure each other that each of the parties will make payment of their respective share on account of Service Tax, GST and all other statutory outgoings and have agreed to keep each other saved harmless and fully indemnified in this regard.

24.4 **RELATIONSHIP OF THE PARTIES –**

- i) This Agreement does not create nor shall it in any circumstances be taken as having created a partnership between the parties.

- ii) All contracts and agreements entered into by the Developer pursuant to this Agreement shall be contracts or agreements between the Developer as principal and the respective third parties and the Owner shall have no obligation or liability under them except to sign and execute such deeds documents and instruments for the purpose of conferring a legal title.

24.5 **NON WAIVER** - any delay tolerated and/or indulgence shown by the Developer in enforcing the terms and conditions herein mentioned or any tolerance shown shall not be treated or constructed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of the Developer.

24.6 **ENTIRE AGREEMENT** - this agreement supersedes all document and/or writing and/or correspondence exchanged between the parties hereto. Any addition alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the parties unless the same is recorded in writing and signed by both the parties

24.7 **ADDRESS FOR SERVICE**

24.7.1 A notice to the Owner shall be delivered or sent to the Owner at its addresses given in this Agreement or given in any notice given by the Owner to the Developer

24.7.2 A notice to the Developer should be delivered or sent to the Developer at the address of the Developer given in this Agreement or given in any notice given by the Developer to the Owner

24.7.3 All notice, demands or other communications required to be given shall be in writing and delivered personally or sent by prepaid first class post with recorded delivery, or by fax addressed to the intended recipient at its address set out in this agreement or to such other address or telefax number as any party may from time to time duly notify to the others. Any such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by fax) on the next following business day in the place or receipt (of if given by registered post with acknowledgement due) two days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such telefax was duly dispatched to a current telefax number of the addressee.

24.8 No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy

24.9 Time shall be the essence as regards the provisions of this agreement, both as regards the time and period mentioned herein and as regards any times or periods which may, by agreement between the parties be substituted for them

- 24.10 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 24.11 Save as hereinbefore provided, termination of this agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.
- 24.12 All municipal rates taxes and other outgoings including Khazana (hereinafter referred to as the RATES & TAXES) payable in respect of the said Property upto the date of execution of the said Agreement shall be paid borne and discharge by the Owners and thereafter it shall be the obligation and responsibility of the Developer to make payment of all municipal rates and taxes till completion of the said housing project.
- 24.13 The Agreement (together with schedules, if any) the entire agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto
- 24.14 This agreement shall be binding on the parties hereto and their respective successors and assigns
- 24.15 In the event of any ambiguity or discrepancy between the provisions of this agreement and the articles, then it is the intention that the provisions of this agreement shall prevail and accordingly the

parties shall exercise all voting rights and other rights and powers available to them so as to give effect to the provisions of this Agreement and shall further, if necessary, procure any required amendment to the Articles.

24.16 Nothing contained in this agreement shall be deemed to constitute a partnership between the parties hereto nor shall constitute any party the agent of the other for any purpose

24.17 Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

ARTICLE XXV - DISPUTE RESOLUTION AND JURISDICTION

25.1 The parties as far as possible shall amicably try and resolve all disputes and differences which may arise. However, in the event of any such disputes and/or differences being incapable of being resolved amicably then and in that event the parties shall refer such disputes and differences either during the continuance of this agreement or upon termination thereof including determination of any liability shall be referred to arbitration to the sole arbitration of a person in whom both parties have full trust and confidence and the same shall be deemed to be a reference within the meaning of the Arbitration & Conciliation Act, 196 or any other statutory modification or enactment thereto for the time being in force.

- 25.2 None of the parties shall be entitled to initiate any legal proceedings without first referring the matter to arbitration.
- 25.3 The Arbitrators shall have summary power and shall be entitled to lay down their own procedure
- 25.4 The Arbitrators shall be entitled to pass interim awards and/or directions
- 25.5 It shall not be obligatory on the part of the Arbitrators to follow the principles laid down under the Indian Evidence Act
- 25.6 The parties hereto assure and covenant with each other that they have full trust and confidence in the Arbitrators and agree to abide by all their directions and/or awards and not to challenge or dispute the same in any manner whatsoever
- 25.7 Courts at Kolkata alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents.

**THE FIRST SCHEDULE ABOVE REFERRED TO
(PREMISES)**

ALL THAT the piece and parcel of land containing by estimation an area of 1 Bigha 13 cottahs 12 chittacks and 14 sq.ft. (more or less) comprising of Southern Portion and the Northern Portion together with two storied building (Ground plus one upper floor) each floor measuring 3000 Sq.ft. of covered area (more or less) standing thereon situate lying at and being Municipal Premises No.67-A/1 Ballygunge Circular Road, P.S. Karaya under Ward No. 69 and butted and bounded as follows:

ON THE NORTH : Partly by multistoried building known as Balaka
And partly by Bishop's College Chapel Lawn

- ON THE SOUTH : By passage leading to premises of Gillanders Properties
- ON THE EAST : Partly by office and staff quarters of Bishop's College and partly by Premises of Gillanders properties
- ON THE WEST : By (Ballygunge Circular Road, now known as A J C Bose Road to Rainey Park) Promothesh Barua Sarani)

**THE SECOND SCHEDULE ABOVE REFERRED TO
PART I - SOUTHERN PORTION**

ALL THAT the divided and demarcated of the said Premises being the Southern Portion containing by estimation an area of 16 cottahs 14 chittacks and 7 sq.ft. together with the structures standing thereon

PART II - NORTHERN PORTION

ALL THAT the divided and demarcated of the said Premises being the Northern Portion containing by estimation an area of 16 cottahs 14 chittacks and 7 sq.ft. together with the structures standing thereon

THE THIRD SCHEDULE ABOVE REFERRED TO
DEVELOPER'S OBLIGATIONS

The Developer shall be entitled to and is hereby authorized:

- i) apply for and obtain all consents, approvals, sanctions and/or permissions as may be necessary and/or required for undertaking development of the said Premises.
- ii) take such steps as are necessary to divert all pipes, , cables or other conducting media in, under or above the Premises or any adjoining or neighboring Properties and which need to be diverted for undertaking the development work.

- iii) install all electricity, gas, water, telecommunications, and surface and foul water drainage to the Premises and shall ensure that the same connects directly to the mains.
- iv) serve such notice/notices and enter into such agreement /agreements with statutory undertakers or other companies as may be necessary to install the services
- v) give all necessary or usual notices under any statute affecting the demolition and clearance of the Premises and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said Premises and pay all costs, fees and outgoings incidental to or consequential on, any such notice and indemnify and keep indemnified the Owner from and against all costs, charges, claims, actions, suits and proceedings.
- vi) 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 Owner saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings
- vii) remain responsible for any accident and/or mishap caused by any act of the Developer while undertaking development of the said Premises in accordance with the Plan which may be sanctioned by authorities concerned and has agreed to keep the Owners and each one of them saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.

- viii) comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of development.
- ix) comply or procure compliance with, all statutes and any enforceable codes of practice of the Municipal Corporation and/or Municipality or other authorities affecting the Property or the development
- x) take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts, deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Premises.
- xi) incur all costs, charges and expenses for the purpose of constructing, erecting and completing the warehouses and other structures in accordance with the Plan to be sanctioned by the authorities concerned
- xii) make proper provision for security of the said Project Property during the course of development
- xiii) not to allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Premises or any part or portion thereof
- xiv) 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 agents as may be necessary and/or required for the purpose of construction, erection and completion of the said project
- xv) To remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the warehouses and other structures in accordance with the Plan which may be sanctioned and to pay perform and observe all

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

THE FOURTH SCHEDULE ABOVE REFERRED TO
(TOTAL DEVELOPMENT COSTS)

The Developer shall be responsible for incurring :

- i) The proper costs of obtaining planning permissions in respect of the development (including fees of the architects surveyors or consultants relating thereto) together with planning and building regulation fees, fees payable to statutory undertakers and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any legislature of similar nature
- ii) The proper costs of investigations, surveys, and tests in respect of soil, drains, structures and rights of light
- iii) The proper costs to be incurred and/or payable to architects, surveyors, engineers, quantity surveyors or others engaged in respect of the development
- iv) The proper costs and expenses payable to for marketing and/or selling the Development including any advertising, research and other marketing costs
- v) all rates, water rates, or any other outgoings or impositions lawfully assessed in respect of the property or on the Owner or occupiers of it in respect of the Development and all costs of maintaining and repairing the Development in so far as in all such cases the responsibility therefore is not assumed by or recoverable from any third party.
- vi) All other sums properly expended or incurred by the Developer in relation to carrying out the completion of the Development
- vii) All proper costs and interests and other finance costs payable by the Developer for undertaking development

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

SIGNED AND DELIVERED BY
THE FIRST PARTY/OWNER
At Kolkata in the presence

TRIMURTI VILLA PVT. LTD.

Kanta Agarwal
Director

1
(Signature of Kanta Agarwal)
6-01-2011
Kolkata

2
(Signature of Kanta Agarwal)
6-01-2011
Kolkata

SIGNED AND DELIVERED BY
THE SECOND PARTY/DEVELOPER
At Kolkata in the presence

ALTAMIRA PROJECTS LLP

(Signature of Abhishek Agarwal)
Designated Partner
(Abhishek Agarwal)












1
(Signature of Abhishek Agarwal)
6-01-2011
Kolkata

2
(Signature of Abhishek Agarwal)
6-01-2011
Kolkata

DRAFTED AND PREPARED
IN MY OFFICE:

Ajay Gaggar
AJAY GAGGAR
ADVOCATE HIGH COURT
CALCUTTA
Enrolment No.1160/2003

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants/ presentants						
1	 Karan Aggarwal						
		Little	Ring	Middle (Left Hand)	Fore	Thumb	
							
		Thumb	Fore	Middle (Right Hand)	Ring	Little	
2	 Karan						
		Little	Ring	Middle (Left Hand)	Fore	Thumb	
							
		Thumb	Fore	Middle (Right Hand)	Ring	Little	
3							
		Little	Ring	Middle (Left Hand)	Fore	Thumb	
		Thumb	Fore	Middle (Right Hand)	Ring	Little	
4							
		Little	Ring	Middle (Left Hand)	Fore	Thumb	
		Thumb	Fore	Middle (Right Hand)	Ring	Little	

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ABHISHEK AGARWAL

DAYARAM AGARWAL

13/12/1977

Permanent Account Number

ACJPA3843J

Signature



10042010

इस कार्ड को खोले / यदि यह कृपया लुप्त हो जाये / तब
आयकर सेवा केंद्र पर ध्यान देकर, एनएसडीएल
मिडिले स्ट्रीट, बानेर, पुणे,
जहाँ टेलिफोन एक्सचेंज के पास है।
बानेर, पुणे - 411045

If this card is lost / someone's lost card is found,
please inform / return to:

Income Tax PAN Services Unit, NSDL,
3rd Floor, Sapphire Chambers,
Near Baneer Telephone Exchange,
Baneer, Pune - 411 045

Tel: 91-20-2721 3000, Fax: 91-20-2721 8081
e-mail: unit@nsdl.co.in

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

TRIMURTI VILLA PRIVATE
LIMITED



16/08/2011

Permanent Account Number

AADCT9398Q

30812215

TRIMURTI VILLA PVT. LTD.

Kanta Agarwal
Director

इस कार्ड के साथ अपने प्रत्येक टैक्स रिटर्न को भेजिए
आयकर विभाग कार्ड, आयकर की धारा
1 की शर्तों के अंतर्गत, मुद्रांक नं. 283/2011/29, 3
मॉडल कॉलोनी, नया दूर भंगुवा चौक,
पुणे - 411 016.

If this card or loss of someone's lost card is found,
please inform / return to:
Income Tax PAN Services Unit, NSDI
5th Floor, Market Street,
Plot No. 341, Survey No. 9979,
Model Colony, Near Deep Hingulaw Chowk,
Pune - 411 016.

Tel: 01-20-2221 8080, Fax: 01-20-2221 8081
e-mail: inac@nsdi.co.in

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ALTAMIRA PROJECTS LLP



28/02/2014

Permanent Account Number

AAZFA4420H

17022014

ALTAMIRA PROJECTS LLP

[Signature]
Designated Partner

इस कार्ड से जुड़े / यदि इस कार्ड का उपयोग किसी / कानून
जापकन के लिए किया है, तो कृपया इसे
2-41 सड़क, नवी दिल्ली, पिन कोड 110 007 / 8
कोड का उपयोग करें और कृपया इसे सुरक्षित रखें
दुर्गा - 411 016

If this card is lost / someone's lost card is found,
please inform / return to
Income Tax PAN Service Unit, NSDL,
5th Floor, Maxis Sterling,
Plot No. 241, Survey No. 9973,
Model Colony, Near Deep Hazratpur Chowk,
Pune - 411 016

Tel: 91-20-2721 8081, Fax: 91-20-2721 8081
e-mail: info@nsdl.co.in

आयकर विभाग INCOME TAX DEPARTMENT		भारत सरकार GOVT. OF INDIA
KANTA AGARWAL RAMPAL AGARWAL 15/01/1948 <small>Permanent Account Number</small> AEXPA2210D <i>Kanta Agarwal</i> <small>Signature</small>		

Kanta Agarwal

इस कार्ड में दोषों / त्रुटियों / कृपया सूचित करें / कृपया :
 आयकर सेवा केंद्रों, एनएसडी, एनएसडी
 तीसरी मंजिल, सफ़ायर चैंबर,
 बॉम्बे टेलिफोन एक्सचेंज के करीब,
 बॉम्बे, पुणे - 411 045

*If this card is lost / someone's lost card is found,
 please inform / return to:*
 Income Tax PAN Services Unit, NSDL,
 3rd Floor, Sapphire Chambers,
 Near Bamber Telephone Exchange,
 Bamber, Pune - 411 045

Tel: 91-20-2721 4080, Fax: 91-20-2721 4081
 e-mail: taxin@nsdl.co.in



भारत सरकार
GOVERNMENT OF INDIA



अभिषेक आगरवाल
Abhishek Agarwal
पिता : दयाराम आगरवाल
Father : DAYARAM AGARWAL
जन्म वर्ष / Year of Birth : 1977
पुंस / Male



8812 2999 6864

आधार - साधारण मानुषेअर अधिकार



भारतीय विशिष्ट परिचय प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ठिकाना:
ईईम कला, फ्लॉट - २, २६,
शेक्सपियर सरानी, सर्कुस एवेन्यु
ए.ए.३, कोलकाता, पश्चिमबंगाल,
७०००१७

Address:
5 TH FLOOR, FLAT - 2, 26,
SHAKESPEARE SARANI,
Circus Avenue S.O, Circus
Avenue, Kolkata, West
Bengal 700017.



1847
1800 101 1847



aa@uidai.gov.in



www.uidai.gov.in



P.O. Box No. 1847
Kolkata-700 017

অধ্যক্ষ, মাধারন

Government of India



শ্রীমান এম এম সিদ্দী
Deputy Lt Colonel
পদ : এম এম সিদ্দী
Father : Madan Lal Siddiqui
Service / DOB : 2011/1/1965
পূর্ব / Madan

7034 0813 8607



আখার - মাধারন মানুসর অধিকার



சென்னை பன்னாட்டுத் துறைமுக அமைதி
 Chennai International Authority of India

சென்னை
 123, லட்சுமி நாயுடு வீதி,
 திருவாரூர் (தமிழ்நாடு).
 Tiruvarur, Tamil Nadu.
 712213

Address
 123, LSG NAYUDU ROAD,
 TIRUVARUR, TAMILNADU, INDIA.
 HOOGHLY, WEST BENGAL,
 712213

7034 0813 8607



1987 201 2047

http://www.ciaa.gov.in

www.ciaa.gov.in



भारत सरकार
GOVERNMENT OF INDIA



কান্তা আগরওয়াল
Kanta Agarwal
পিতা : রামপাল আগরওয়াল
Father : RAMPAL AGARWAL
জন্ম তারিখ : Year of Birth : 1948
মহিলা / Female



9797 1627 4966

আধার - সাধারণ মানুষের অধিকার

Kanta Agarwal



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:

৬র্থ তলা, ফ্ল্যাট - ২, ২৬,
শেকসপিয়ার সারানী, সার্কাস এভিনিউ
এম.ও. কোলকাতা, পশ্চিমবঙ্গ
৭০০০১৭

Address:

6TH FLOOR, FLAT - 2, 26,
SHAKESPEARE SARANI,
Circus Avenue S.O, Circus
Avenue, Kolkata, West
Bengal, 700017



1947
1800480 1947



1947@uidai.gov.in



www.uidai.gov.in



P.O. Box 15, 1947
Bangalore-560 007

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

GRN: 19-201718-007699540-1
GRN Date: 13/09/2017 17:34:41
BRN : 372626017
Payment Mode Online Payment
Bank : HDFC Bank
BRN Date: 13/09/2017 17:35:39

DEPOSITOR'S DETAILS

Name : ALTAMIRA PROJECTS LLP
Contact No. :
E-mail :
Address : 26 SHAKESPEARE SARANI 8th Floor Kolkata 700017
Applicant Name : Org ALTAMIRA PROJECTS LLP
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 3
Id No. : 16030001294428/4/2017
(Query No./Query Year)

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16030001294428/4/2017	Property Registration- Stamp duty	0030-02-103-003-02	74970
2	16030001294428/4/2017	Property Registration- Registration Fees	0030-03-104-001-16	53
Total				75023

In Words : Rupees Seventy Five Thousand Twenty Three only

Major Information of the Deed

Deed No :	I-1603-04175/2017	Date of Registration	20/09/2017
Query No / Year	1603-0001294428/2017	Office where deed is registered	
Query Date	12/09/2017 5:07:46 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	ALTAMIRA PROJECTS LLP 26, Shakespeare Sarani, Dimple Court, 8th Floor, Suite D,, Thana : Shakespeare Sarani, District : Kolkata, WEST BENGAL, PIN - 700017, Mobile No. : 8420762742, Status :Buyer/Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
	Rs. 25,47,99,115/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,020/- (Article:48(g))	Rs. 53/- (Article:E, E, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Ballygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Ballygunge Circular Road, Road Zone : (A. J. C. Bose Rd -- Rainy Park On Road) , , Premises No. 67A/1, Ward No: 69

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		1 Bigha 13 Katha 12 Chatak 14 Sq Ft		25,02,99,115/-	Property is on Road
Grand Total :					55.7196Dec	0 /-	2502,99,115 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	6000 Sq Ft.	0/-	45,00,000/-	Structure Type: Structure
Floor No: 1, Area of floor : 3000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete Floor No: 2, Area of floor : 3000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		6000 sq ft	0 /-	45,00,000/-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Trimurti Villa Private Limited 26, Shakespeare Sarani, Dimple Court, 8th Floor., P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 , PAN No.:: AADCT9398Q, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Altamira Projects LLP 26, Shakespeare Sarani, Dimple Court, 8th Floor,, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 , PAN No.:: AAZFA4420H, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mrs Kanta Agarwal Wife of Mr Dayaram Agarwal 26, Shakespeare Sarani, Dimple Court, 8th Floor, Suite-D., P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AEXPA2210D Status : Representative, Representative of : Trimurti Villa Private Limited (as Director)
2	Mr Abhishek Agarwal (Presentant) Son of Mr Dayaram Agarwal 26, Shakespeare Sarani, Dimple Court, 8th Floor, Suite-D., P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACJPA3843J Status : Representative, Representative of : Altamira Projects LLP (as Designated Partner)

Identifier Details :

Name & address	
Mr B L Sharma Son of Late M L Sharma 6 Old Post Office Street, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , Identifier Of Mrs Kanta Agarwal, Mr Abhishek Agarwal	

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Trimurti Villa Private Limited	Altamira Projects LLP-55.7196 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Trimurti Villa Private Limited	Altamira Projects LLP-6000.00000000 Sq Ft

Endorsement For Deed Number : I - 160304175 / 2017

13-09-2017

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 25,47,99,115/-



Asish Goswami
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 18-09-2017

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

Presented for registration at 16:00 hrs on 18-09-2017, at the Private residence by Mr Abhishek Agarwal ,

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

Execution is admitted on 18-09-2017 by Mrs Kanta Agarwal, Director, Trimurti Villa Private Limited, 26, Shakespeare Sarani, Dimple Court, 8th Floor,, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District-Kolkata, West Bengal, India, PIN - 700017

Identified by Mr B L Sharma, , Son of Late M L Sharma, 6 Old Post Office Street, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Execution is admitted on 18-09-2017 by Mr Abhishek Agarwal, Designated Partner, Altamira Projects LLP, 26, Shakespeare Sarani, Dimple Court, 8th Floor,, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District-Kolkata, West Bengal, India, PIN - 700017

Identified by Mr B L Sharma, , Son of Late M L Sharma, 6 Old Post Office Street, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service



Asish Goswami
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 20-09-2017

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53/- (E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 53/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/09/2017 5:35PM with Govt. Ref. No: 192017180076995401 on 13-09-2017, Amount Rs: 53/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 372626017 on 13-09-2017, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 74,970/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 51370, Amount: Rs 50/-, Date of Purchase: 12/09/2017, Vendor name: S Chanda
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 13/09/2017 5:35PM with Govt. Ref. No: 192017180076995401 on 13-09-2017, Amount Rs: 74,970/-, Bank:
HDFC Bank (HDFC0000014), Ref. No. 372626017 on 13-09-2017, Head of Account 0030-02-103-003-02



Asish Goswami

DISTRICT SUB-REGISTRAR

**OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS**

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2017, Page from 116305 to 116354
being No 160304175 for the year 2017.



Digitally signed by ASISH GOSWAMI
Date: 2017.10.10 15:49:04 +05:30
Reason: Digital Signing of Deed.

(Asish Goswami) 10/10/2017 15:48:59
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)

DATED THIS 18th DAY OF September 2017

BETWEEN
TRIMURTI VILLA PRIVATE LIMITED
.....FIRST PARTY/OWNER
AND
ALTAMIRA PROJECTS LLP
....SECOND PARTY/DEVELOPER

JOINT DEVELOPMENT AGREEMENT

GAGGAR & CO. LLP
ADVOCATES
6 OLD POST OFFICE STREET
KOLKATA 700001