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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AK 122585

212546635/23

16 OCT 2023

ADDITIONAL REGISTRAR OF  
ASSURANCES-II, KOLKATA

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

Additional Registrar  
of Assurances in Kolkata

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this <sup>16th</sup> day of  
OCTOBER, TWO THOUSAND TWENTY THREE (2023):

BETWEEN

JUL 2023

ক্রমিক নং- 5633 ৳ 50.00

মোঃ- সীতেশী বাজার  
15/09/23

নাম- SUTANU KARMAKAR  
পদবী- Advocate  
High Court, Calcutta

স্বাক্ষর- জেলা- পূর্ব মেদিনীপুর

তারিখ- ১৫/০৯/২৩

স্বাক্ষর- শ্রী বিকাশ কুমার জালা, নাই-নং-০২/২০০৭







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



192023240259423848

GRN Details

GRN:	192023240259423848	Payment Mode:	SBI Epay
GRN Date:	14/10/2023 13:31:49	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	3828705497640	BRN Date:	14/10/2023 13:32:34
Gateway Ref ID:	CHN9504317	Method:	State Bank of India NB
GRIPS Payment ID:	141020232025942383	Payment Init. Date:	14/10/2023 13:31:49
Payment Status:	Successful	Payment Ref. No:	2002546635/6/2023

[Query No\*/Query Year]

Depositor Details

Depositor's Name: Mr ANNPEEY ESTATES PVT LTD  
Address: 267, BB GANGULY STREET, KOLKATA - 700012  
Mobile: 9831023140  
Email: ZAFARKHANBEEU@GMAIL.COM  
Period From (dd/mm/yyyy): 14/10/2023  
Period To (dd/mm/yyyy): 14/10/2023  
Payment Ref ID: 2002546635/6/2023  
Dept Ref ID/DRN: 2002546635/6/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002546635/6/2023	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2002546635/6/2023	Property Registration- Registration Fees	0030-03-104-001-16	4000021
Total				4075042

IN WORDS: FORTY LAKH SEVENTY FIVE THOUSAND FORTY TWO ONLY.



# Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



141020232025942383

## GRIPS Payment Detail

GRIPS Payment ID:	141020232025942383	Payment Init. Date:	14/10/2023 13:31:49
Total Amount:	4075042	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	3828705497640	BRN Date:	14/10/2023 13:32:34
Payment Status:	Successful	Payment Init. From:	Department Portal

## Depositor Details

Depositor's Name:	Mr ANNPEEY ESTATES PVT LTD
Mobile:	9831023140

## Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240259423848	Directorate of Registration & Stamp Revenue	4075042
Total			4075042

IN WORDS: FORTY LAKH SEVENTY FIVE THOUSAND FORTY TWO ONLY.  
DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.





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



192023240259423848

GRN Details

GRN: 192023240259423848 Payment Mode: SBI Epay  
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BRN : 3828705497640 BRN Date: 14/10/2023 13:32:34  
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## Depositor Details

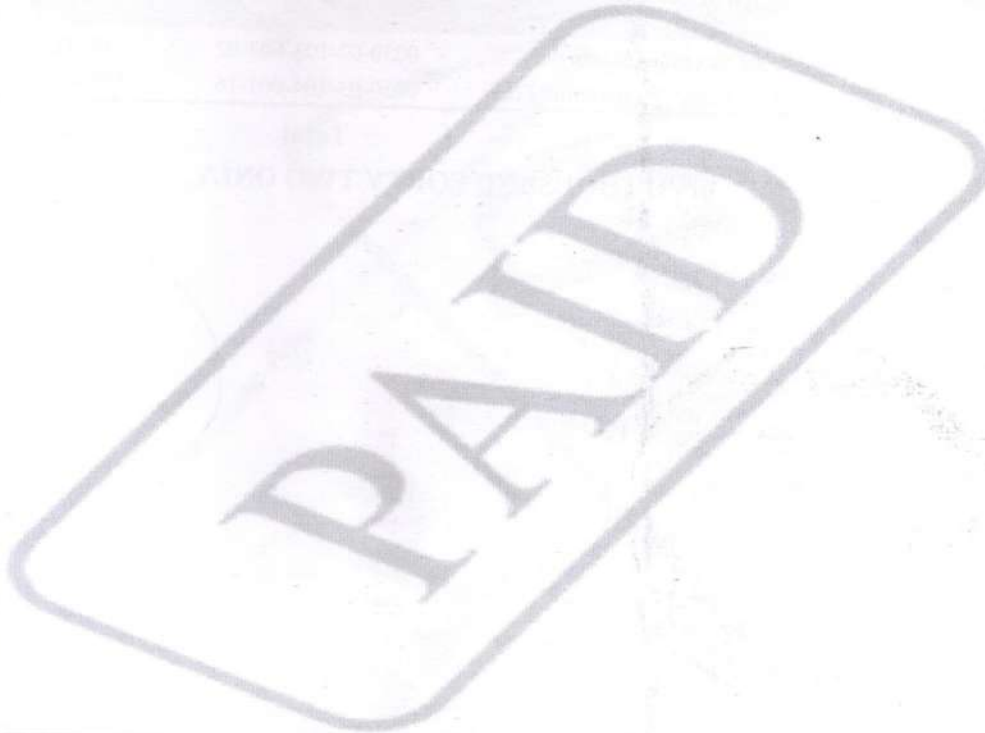
Depositor's Name:	Mr ANNPEEY ESTATES PVT LTD
Mobile:	9831023140

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Sl. No.	GRN	Department	Amount (₹)
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Total			4075042

IN WORDS: FORTY LAKH SEVENTY FIVE THOUSAND FORTY TWO ONLY.

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





1. **AMRITLAL KARAMCHAND SHAH alias AMRITLAL**, having **PAN- AKFPS0420D, (AADHAAR No.4383 8440 3505)**, Son of Late Karamchand Lalchand Shah, by faith- Jain, by occupation- Business, by nationality- Indian, residing at 27, Allenby Road, near Northern Park, P.O.+P.S.- Bhowanipore, Kolkata-700020,
2. **RASIKLAL KARAMCHAND SHAH**, having **PAN-AAHPS2082B, (AADHAAR No.4440 3792 7327)**, Son of Late Karamchand Lalchand Shah, by faith- Jain, by occupation- Business, by nationality- Indian, residing at the Imperial, North Tower, 3007, B.B. Nakashe Marg, Near A.C. Market, Tulsiwinti, Mumbai, Maharashtra-400034 presently residing at 27, Allenby Road, near Northern Park, P.O.+P.S.- Bhowanipore, Kolkata-700020,
3. **NIRMAL GULABCHAND SHAH**, having **PAN-AAUPS1198K,(AADHAAR No.- 365250424722)**, Son of Late Gulabchand Karamchand Shah, by faith- Jain, by occupation- Business, by nationality- Indian, residing at 33, Chitrakoot, Altamount Road, Cumballa Hill, Mumbai, Maharashtra - 400 026, presently residing at 27, Allenby Road, near Northern Park, P.O.+P.S.- Bhowanipore, Kolkata-700020, hereinafter called and referred to as the **"OWNERS"** (which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include their respective heirs, heiress, executors, legal representatives, administrators, successors and assigns) of the **ONE PART:**

**-AND-**



1185/148  
ADDITIONAL REGISTRAR  
OF ASSURANCE-II, KOLKATA  
16 OCT 2022



1. **KIWI REALTY PRIVATE LIMITED, CIN-U70109WB2022PTC252415 & PAN- AAJCK4028Q**, a company registered under the Companies Act, 1956, having its Registered Office at HA - 153, Salt Lake City, Sector - III, P.O. - IB Market, P.S. Bidhannagar South, Kolkata- 700 097 duly represented by **Mr. Radhe Shyam Saini**, (PAN- ATAPS2708J), (Aadhaar No. 3206-5704-9812) son of Motilal Saini, by faith Hindu, residing at Ward 1, Chandmari Road, Khetri, Jhunjhunu, Rajasthan 333503, who has been duly authorized by way of resolution of the Board of Directors to represent the Company ;
  
2. **ANNPEEY ESTATES PRIVATE LIMITED, CIN-U70200WB1999PTC089287**, a company registered under the Companies Act, 1956, having its Registered Office at 267 B.B. Ganguly Street, P.O. & P.S.- Bow Bazar, Kolkata - 700 012, represented by one of its director, **ZAFAR AHMED KHAN**, (PAN- AIHPK8406F), (AADHAAR NO. 407207225546), Son of Nasir Ahmed Khan, by faith - Muslim, by occupation- Business, by nationality - Indian, residing at 33, Belgachia Road, P.O.- Belgachia, P.S.- Tala, Kolkata- 700 037, who has been duly authorized by way of resolution of the Board of Directors to represent the Company, hereinafter jointly referred to as "**the DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its legal representatives, executors, administrators, successor and/or successors in office and assigns) of the **SECOND PART**

**WHEREAS** by an indenture of conveyance made in the year 1936, registered in the Registrar of Assurances, Calcutta one

Karamchand Lalchand, son of Lalchand purchased from one Mussammat Meher Nigar Banu, wife of Bashir Ahmed ALL THAT partly one storied and partly two storied brick built messuage hereditaments and premises and the godown with corrugated Iron roofings togetherwith the piece or parcel of revenue redeem gland thereunto belonging and on part whereof the same is erected and built containing by estimation an Area of 2 (Two) Bighas and 3 (Three) Cottahs more or less situate lying at and being Premises No. 33, Bow Bazar Street in the Town of Calcutta, being part of Block No. XVI, Holding No. 302 in the South Division of the Town of Calcutta, hereinafter referred to as the "said Property" and morefully described in the schedule there under written at or for the consideration mentioned therein paid by the said Karamchand Lalchand from his own funds. In the event of said purchase said Karamchand Lalchand became owner and possessor of the said premises No. 33, Bow Bazar Street togetherwith structure thereon, being the said premises.

**AND WHEREAS** in the event of thus happened said Karamchand Lalchand while thus seized, possessed and sufficiently entitled to as absolute sole owner in respect of said property, being ALL THAT partly one storied and partly two storied brick built messuage hereditaments and premises and the godown with corrugated Iron roofings together with the piece or parcel of revenue redeem gland there unto belonging and on part whereof the same is erected and built containing by estimation an Area of 2 (Two) Bighas and 3 (Three) Cottahs more or less situate lying at and being Premises No. 33, Bow Bazar Street in the Town of Calcutta, being part of Block No. XVI, Holding No. 302 in the South Division of the Town of Calcutta made an Indenture dated 15.09.1953, duly registered in the Office of the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 85, Pages from 234 to 239, being No. 3444 for the year 1953, wherein said



Karamchand Lalchand was mentioned as Settlor and the Owner/Owner Nos. 1 and 2 herein alongwith their brother Gulabchand Karamchand were mentioned as Trustees. In the said Indenture dated 15.09.1953 it was mentioned that each of the owner/owner Nos. 1 and 2 along with said Gulabchand Karamchand having a vested right or interest in 1/3<sup>rd</sup> share in the said property subject to discharging the obligations as regards creating fund to the extent of Rs. 25, 000/- (Rupees Twenty Five Thousands) only for the marriage of the two unmarried daughters of said Karamchand Lalchand and sisters of owner/owner Nos. 1 and 2 herein and said Gulabchand Karamchand, namely Krishna Kumari and Malati and also divide the residual income in four equal share, in which one share of income would have the wife of said Karamchand Lalchand and mother of the owner/owner Nos. 1 and 2 and said Gulabchand Karamchand namely Gulab Bai for her natural life in lieu of maintenance.

**AND WHEREAS** as per the said conditions as mentioned in the said Indenture dated 15.09.1953 the owner/owner Nos. 1 and 2 along with said Gulabchand Karamchand discharged their obligations as regards to create fund for marriage of their two unmarried sisters and their said two sisters had been married long ago. Furthermore their mother namely Gulab Bai alias Gulabbai Karamchand Shah also died on 23.10.1991 and thereupon the conditions of the said Trust had been fulfilled and/or ceased to exist. So the owner Nos. 1 and 2 and their brother Gulabchand Karamchand, since deceased became absolute joint owners of the said property.

**AND WHEREAS** in the event of charged the obligations as per the indenture dated 15.09.1953 and death of said Gulab Bai alias Gulabbai Karamchand Shah the Amritlal Karamchand, being the Owner No. 1, Rashiklal Karamchand, being the Owner No. 2 and

**Gulabchand Karamchand**, since deceased became absolute owners and persons in possession having each of them  $1/3^{\text{rd}}$  share in respect of said Property viz. ALL THAT partly one storied and partly two storied brick built messuage hereditaments and premises and the godown with corrugated Iron roofings together with the piece or parcel of revenue redeem gland thereunto belonging and on part whereof the same is erected and built containing by estimation an Area of 2 (Two) Bighas and 3 (Three) Cottahs more or less situate lying at and being Premises No. 33, Bow Bazar Street in the Town of Calcutta, being part of Block No. XVI, Holding No. 302 in the South Division of the Town of Calcutta. It is clarified that after expiry of death of one of the Freedom Fighter namely Bipin Behari Ganguly the name of the said Bow Bazar Street had been renamed as Bipin Behari Gnaguly Street by the then Government. So the name of the premises became 33, B.B. Ganguly Street.

**AND WHEREAS** in the event of thus happened while said Gulabchand Karamchand seized, possessed and sufficiently entitled to ALL THAT undivided  $1/3^{\text{rd}}$  share in the partly one storied and partly two storied brick built messuage hereditaments and premises and the godown with corrugated Iron roofings together with the piece or parcel of revenue redeem gland thereunto belonging and on part whereof the same is erected and built containing by estimation an Area of 2 (Two) Bighas and 3 (Three) Cottahs more or less situate lying at and being formerly Premises No. 33, Bow Bazar Street at present Premises No. 33, B.B. Ganguly Street in the Town of Calcutta, being part of Block No. XVI, Holding No. 302 in the South Division of the Town of Calcutta, died intestate on 02.06.2020 leaving behind his only son NirmalGulabchand Shah, being the Owner No. 3 herein as his sole legal heir and successor, who inherited the share in the said property left behind by said Gulabchand Karamchand Shah. It is mentioned



herein that the wife of said Gulabchand Karamchand Shah predeceased (i.e. on 25.10.2013) of her husband namely Gulabchand Karamchand. Thereafter present owners applied for mutation and upon consideration of deed, documents and continuous possession of the owners the concerned authority of the K.M.C. mutated the names of the owners in respect of the said property viz. **ALL THAT** partly one storied and partly two storied brick built messuage hereditaments and premises and the godown with corrugated Iron roofingtogetherwith the piece or parcel of revenue redeem gland thereunto belonging and on part whereof the same is erected and built containing by estimation an Area of 2 (Two) Bighas and 3 (Three) Cottahs more or less situate lying at and being Premises No. 33, Bow Bazar Street in the Town of Calcutta, being part of Block No. XVI, Holding No. 302 in the South Division of the Town of Calcutta presently K.M.C. at present Premises No. 33, B.B. Ganguly Street, under Kolkata Municipal Corporation Ward No. 046, P.S.- Bow Bazar, Kolkata- 700 012 as owners under Assessee No. 110460400302.

**AND WHEREAS** in the event of thus happened the Owners herein became absolute joint owners and persons in possession having each of them 1/3<sup>rd</sup> share in respect of the afore mentioned property **ALL THAT** partly one storied and partly two storied brick built messuage hereditaments and premises and the godown with corrugated Iron roofingtogetherwith the piece or parcel of revenue redeem gland thereunto belonging and on part whereof the same is erected and built containing by estimation an Area of 2 (Two) Bighas and 3 (Three) Cottahs more or less situate lying at and being formerly Premises No. 33, Bow Bazar Street in the Town of Calcutta, being part of Block No. XVI, Holding No. 302 in the South Division of the Town of Calcutta presently K.M.C. Premises No. 33, B.B. Ganguly Street, under Kolkata Municipal Corporation Ward No. 046, P.S.- Bow Bazar, Kolkata- 700

012 under Assessee No. 110460400302, hereinafter referred to as the "said Property" and morefully described in the "**Schedule**" hereunder Written.

**AND WHEREAS** the owner Nos. 1 and 2 is the uncle (deceased father's brother) of the owner No. 3 and all along the owner Nos. 1 and 2 have been managing and protecting said property from since last 60 years and at their own pockets they have been paying KMC Taxes as well as expensing to protect and secure the said property particularly, filing and contesting the writ Petition for 11years for saving the property from Government acquisition, and any other legal charges there to and as such as per desire of the father of the owner No. 3 and also on his own discretion the owner No. 3 is agreed to reduce his share to **28.33%** instead of  $1/3^{\text{rd}}$  share and owner Nos. 1 and 2 will get an enhanced share of **35.835%** each in the **said property**. This new sharing ratio shall apply for the owners share in the newly constructed area as well as the non-adjustable amount and the refundable amount.

**AND WHEREAS** the owners herein having jointly decided for development of the "**said property**" and construction of new building thereon approached the Developer above named for the purpose of the said construction.

**AND WHEREAS** the Owners proposed to the Developer to enter into an agreement for Development of **ALL THAT** Premises No. 33, Bow Bazar Street in the Town of Calcutta, being part of Block No. XVI, Holding No. 302 in the South Division of the Town of Calcutta presently K.M.C. Premises No. 33, B.B. Ganguly Street, under Kolkata Municipal Corporation Ward No. 046, P.S.- Bow Bazar, Kolkata- 700 012 under Assessee No. 110460400302, together with old structures thereon containing an area of **2 (Two) Bighas and 3 (Three) Cottahs**, hereinafter referred to as "the said property" and morefully described



in the schedule hereinafter written on the following terms and conditions on which the Developer having vast experience in the development works has also agreed on the following terms and conditions:-

**AND WHEREAS** the Developer has also carried out its independent searches at the applicable Registry offices based on the documents as made available at such offices for any encumbrances on the title of the said property and based on the documents submitted by the owners and its searches as aforesaid and upon being satisfied about the same, has decided and agreed to enter into this Agreement on the terms and conditions herein contained.

**NOW THIS INDENTURE WITNESSETH** and it is hereby mutually agreed and declared by and between the parties hereto as follows:-

1. **DEFINITION:** In these presents, unless it be contrary or repugnant to the subject or context, the under mentioned terms or expression shall have meaning respectively assigned to them as hereafter mentioned:
  - 1.1. **Act of 2016:** shall mean Real Estate (Regulation and Development) Act, 2016 (RERA).
  - 1.2. **NON-ADJUSTABLE ADVANCE:** means a sum of Rs.20,00,00,000/- (Rupees Twenty Crores only) only which will be paid by the Developer to the Owner simultaneously with execution of this agreement, in consideration of the Owner granting the Developer the Development Rights.
  - 1.3. **"OWNERS"** shall mean and include (1) **AMRITLAL KARAMCHAND SHAH alias AMRITLAL**, Son of Late

Karamchand Lalchand Shah, by faith- Jain, by occupation- Business, by nationality- Indian, residing at 27, Allenby Road, near Northern Park, P.O.+P.S.- Bhowanipore, Kolkata - 700 020, **2. RASIKLAL KARAMCHAND SHAH**, Son of Late Karamchand Lalchand Shah, by faith- Jain, by occupation- Business, by nationality- Indian, residing at the Imperial, North Tower, 3007, B.B. Nakashe Marg, Near A.C. Market, Tulsiwinti, Mumbai, Maharastra-400034, **3. NIRMAL GULABCHAND SHAH**, Son of Late Gulabchand Karamchand Shah, by faith- Jain, by occupation- Business, by nationality- Indian, residing at 33, Chitrakoot, Altamount Road, Cumballa Hill, Mumbai, Maharashtra - 400 026 and their respective heirs, executors, administrators, legal representatives and/or assigns.

- 1.4. **"DEVELOPER"** shall mean and include **KIWI REALTY PRIVATE LIMITED**, CIN - U70109WB2022PTC252415 & PAN - AAJCK4028Q, a company registered under the Companies Act, 1956, having its Registered Office at HA - 153, Salt Lake City, Sector - III, P.O. - IB Market, P.S. Bidhannagar South, Kolkata - 700 097 duly represented by MR. Radheshyam Saini, (Aadhaar No. 3206-5704-9812) son of Motilal Saini, by faith Hindu, residing at Ward 1, Chandmari Road, Khetri, Jhunjhunu, Rajasthan 333503, who has been duly authorized by way of resolution of the Board of Directors to represent the Company & **ANNPEEY ESTATES PRIVATE LIMITED**, CIN- U70200WB1999PTC089287 & PAN- AAECA1318G, a company registered under the Companies Act, 1956, having its Registered Office at 267 B.B. Ganguly Street, P.O. & P.S.- Bow Bazar, Kolkata - 700 012, represented by one of its



director, ZAFAR AHMED KHAN, (AADHAAR NO.407207225546), Son of Nasir Ahmed Khan, by faith - Muslim, by occupation- Business, by nationality - Indian, residing at 33, Belgachia Road, P.O.- Belgachia, P.S.- Tala, Kolkata- 700 037, who has been duly authorized by way of resolution of the Board of Directors to represent the Company, hereinafter jointly referred to as "the DEVELOPER" and its successor or successors-in-office and/or assigns.

- 1.5. **"SAID PROPERTY"** shall mean and include the Land & **ALL THAT** Premises No. 33, Bow Bazar Street in the Town of Calcutta, being part of Block No. XVI, Holding No. 302 in the South Division of the Town of Calcutta presently K.M.C. Premises No. 33, B.B. Ganguly Street, under Kolkata Municipal Corporation Ward No. 046, P.S.- Bow Bazar, Kolkata- 700 012 under Assessee No. 110460400302, together with old structures thereon containing an area of **2 (Two) Bighas and 3 (Three) Cottahs,,** more fully and particularly described in the First Schedule hereunder written.
- 1.6. **"SAID LAND"** shall mean and include the Land comprised in the **"said Property"**, more fully described in the First Schedule hereunder written.
- 1.7. **"UNITS"** shall mean and include the several residential flats, servant quarters, parking spaces and other spaces of the newly constructed building, which would be available for independent use and occupation.

- 1.8. **"OCCUPANTS"** shall mean and include the tenants and also various occupants in occupation of the portions of the **"said property"**.
- 1.9. **"DEVELOPMENT WORK"** shall mean and include construction of the proposed new residential/commercial building at or upon the land comprised in the **"said Property"** and the same after evicting the occupants upon proper arrangement of alternative residence/shop rooms/office of the existing occupants at the cost and expenses of the Developer and recovering vacant possession of the **"said Property"**.
- 1.10. **"SANCTIONED PLAN"** shall mean and include the Plan to be obtained from the Kolkata Municipal Corporation duly sanctioned for construction of the proposed building as also include the renewed, revised and/or modified and/or other Plans, elevation, designs, maps, drawings and other specifications.
- 1.11. **OWNERS' ALLOCATION** shall mean 20,000 Sq Ft super built up area of Residential flats which shall be roughly equal to 20% of the total constructed area including car/ two wheeler parking space and proportionate right over roof and common areas/common facilities / common amenities attached thereto. The mode of allocation shall be decided by the parties after the sanction of plan.
- 1.12. **"DEVELOPER'S ALLOCATION"** shall mean 80% of the total constructed area including car/ two-wheeler parking space and proportionate right over roof and common areas/common facilities / common amenities attached



thereto. The mode of allocation shall be decided by the parties after the sanction of plan.

- 1.13. **ADJUSTABLE AMOUNT:** means a sum of Rs. 20,00,00,000/- (Rupees Twenty Crores only) only free from any interest which will be paid within 3 (three) months from the date of execution of this agreement by the developers to the owners.
- 1.14. **"COMMON PARTS"** shall mean and include the common parts and areas of the building including entrance, corridors, lobbies, landing, stairs, passages, ways, undergone and overhead water reservoirs, water pipes, water Pump and motor, Lift, Lift well, Lift machine room and the sewerage and drainage connection pipes and other common areas, and spaces as may be meant for the common use and the same for the beneficial use and enjoyment of the units at the proposed new Building but shall not include the roof and the open spaces on the Ground floor level of the new building.
- 1.15. **"SALE PROCEED"** shall mean and include the amounts of the consideration as may be received and collected by the Developer from the intending buyers for and on account of sale on ownership basis in respect of the Units of the said proposed new building along with undivided proportionate share or interest in the **"said Land"** and the common parts and Same with or without right of Parking Cars but shall not include the amounts of deposits, goods and service tax, and other rates and taxes.
- 1.16. **"ARCHITECT"** shall mean the Architect and/or Engineer, who may be retained and/or appointed by the Developer for designing, planning and supervising the said development

work as also construction of the proposed building as per the sanctioned plan as also the Municipal laws and the building Rules.

- 1.17. **NEW BUILDING(S):** Shall mean structure or erection or part thereof intended to be used for residential/commercial purpose or for the purpose of any business, occupation profession or trade or for any other related purposes.
- 1.18. **"TRANSFER"** with its grammatical variations shall include transfer of possession by sale and by any other means adopted for affecting what is understood as a transfer of saleable space in a New building to purchasers thereof;
- 1.19. **"TRANSFeree"** shall mean a person to whom any saleable space in the building has been transferred;
- 1.20. **"MASCULINE GENDER"** shall include feminine gender and vice versa;
- 1.21. **"SINGULAR NUMBER"** shall include plural number and vice-versa.
- 1.22 **LEGAL CONSULTANT:** Mr. Debjyoti Manna, Advocate having office at Hastings Chambers, Room No.U, Ground Floor, 7C, Kiran Shankar Roy Road, Kolkata-70001 shall be legal consultant of the project.

## **2. DATE OF COMMENCEMENT:**

- 2.1 This agreement shall be deemed to have commenced on and with effect from the date of execution of the this Agreement and shall remain valid and binding till the completion of the said Development work and/or construction of the said proposed new



building as also sale and disposal of the Units of the proposed new building as per provisions hereafter stated, provided however the validity of the agreement shall remain valid till the dispute, if any, is met out by the Developer being solely responsible for meeting out the same.

2.2 Time Limit: -The total development work must be completed within 42 (Forty Two) months from date of demolition of old structure or getting sanction plan whichever is later. On obtaining sanction of the building plan, the developer shall immediately demolish the existing building by vacating or re-accommodating the existing tenants.

**3. OWNERS' REPRESENTATIONS:** The Owners do and each of them doth hereby declare and confirm to have made the under-mentioned various representations and assurances to the Developer.

3.1. The Owners are the joint the Owners in respect of the "**said property**", more fully described in the **First Schedule** hereunder written and that the "said Property" is in possession and occupation of the occupants.

3.2. The "**said Property**" is free from all encumbrances, mortgages, charges, liens, lispendences, claims, demands, liabilities, acquisitions, liabilities, acquisition, requisitions, alignments, attachments, and debater and trusts whatsoever save and except the occupants respectively in occupants respectively in occupation of portions of the "**said Property**".

3.3 The "**said Property**" and/or "**said Land**" is not adversely affected by the provisions of the Urban Land (Ceiling & Regulation) Act 1976, already verified and satisfied by the Developers.

3.4 There is no restrain order of the any Court of Law nor there any other impediment of any nature for development of the "**said Property**" and/or construction of new building at or upon the Land comprised in the "**said Property**".

3.5 The Owners hereby declare that there is/are no other Owner or owner or any other lawful claimants in respect of the said property, and possession of the same is lying with them. In the event the developer has to compensate the allottees in case of any loss caused to him due to defective title of the said property, the Owners undertakes to keep the Developer saved, harmless and indemnified against all such loss by taking over and discharging the same.

3.6 The Owners shall co-operate with the Developer in every possible manner and do all such things as and when required for furtherance and successful completion of the said project including rendering of full assistance and co-operation to the Developer in obtaining sanction/revision of the site plan as well as building plans, loans for the said project from any financial or banking institutions etc. at the Developer's sole costs and risks but subject to the Developer's undertaking to complete the said developmental work within the stipulated time strictly in accordance with the plan and specification of construction.

3.7. The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the



buildings on the said property by any manner if the proposed project is otherwise undertaken and/or carried on by the Developer as per the agreed terms and conditions and in accordance with the Plan. However, the Owner shall always have the right to call for records relating to the sale of flat/ garage/ office/ commercial unit in terms of this Agreement.

3.8 The Owners hereby agree and covenant with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any flat/ garage/ office/ commercial unit in terms of this Agreement.

3.9 The Owners hereby agree and covenant with the Developer not to let out, grant, transfer, assign, lease, mortgage and/or create charge in any portion or portions of the said property by their own way save and except at the instance of the Developer and shall co-operate in all respect with the Developer in disposing of any flat/ garage/ office/ commercial unit in the said Project.

3.10. The Owners shall at the instance of the Developer cause to produce for inspection, verification or for other purposes all original papers/documents in respect of the said property which are otherwise relevant for the said project as and when required for successful execution of the said project. However, the Owner shall, for all purposes and times, remain as the sole custodian of those original papers/documents, till the completion of the project. As per the applicable laws, the title documents pertaining to the said property may however be made over to the Developer for the cause of their handing over to the Flat Owner's Association once the Project is completed in all respect and all the flats/units/spaces are sold out.

#### **4. DEVELOPMENT WORK:**

4.1. The Owners have duly appointed and/or hereby appoint the above named Developer and/or Builders and further entrusted to the Developer herein the exclusive right to undertake and carry out development of the "**said Property**" and construction of the proposed residential/commercial building thereat as per the sanctioned plan and on the terms herein recorded.

4.2. The Developer hereby accepts their appointment as the builders and/or Developer in the respect of the "**said Property**" and further agree to undertake carryout development of the "**said Property**" and construction of the proposed residential building at or upon the "**said Land**" and the same in manner and within the time and on the terms and conditions herein recorded.

#### **5. DEVELOPER'S OBLIGATION:**

5.1. In the consideration of the premises and subject to the provisions contained in these presents, the Developer hereby jointly agree to undertake and carry out the development of the "**said Property**" and/or construction of the said proposed residential/ commercial building at or upon the "**said Land**" comprised in the "**said Property**" after evicting all the occupants there at and recovering vacant possession thereof and the same in accordance with the sanctioned plan and as per municipal laws and building rules.

5.2. The Developer herein shall be responsible to arrange from their own sources all necessary finances and/or funds and/ or moneys as may from time to time be necessary or required for completing and/or carrying out the development of the "**said Property**" and/or construction of the said residential building at or

upon the "**said Land**" and in this respect, the owners shall not in any manner be liable or responsible.

5.3. The Developer shall at their own costs and expenses duly apply for and obtain the sanctioned plan in the name of the owners from the Kolkata Municipal Corporation as also obtain all necessary permission, clearances, approvals and No objection from the concerned departments as may be required for carrying out and completing the development of the "**said Property**" and/or construction of the said proposed residential building at or upon the "**said Land**" as per provision of Municipal Laws and Building Rules.

5.4. The Developer shall carry out and/or complete the said development work and/or construction of the said residential/commercial building by use of standard quality building materials, sanitary and electric fitting and the same as per the specification mentioned in the **Second Schedule** hereunder written and also as may be approved and recommended by the Architect. It is made clear that no sub-standard materials shall be used for completing the construction of the said proposed new building.

5.5. The Developer herein shall solely be responsible for the structural stability of the proposed new building and for the soundness of the construction thereof and be liable for all claims and actions, which may arise due to deviation from the sanctioned plan and/or infringement or violation of the municipal laws or other state laws.

5.6. The Developer herein shall, prior to commencement of the development work and/or construction of the proposed building at



or upon the "**said land**" , duly recover the vacate and peaceful possession of the said property by evicting all the said occupants and the same in accordance with law.

5.7. The Developer shall keep the owners indemnified and harmless against all third-party claims and actions arising out of any act of commission or omission on the part of the Developer in relation to the development of the "**said Plot of Land**" and/or construction of the said proposed new building, including any accidental injuries or death of any person at the site during the construction work.

5.8 The Developer shall at their own cost duly apply for and obtain electricity, water, sewerage and drainage connection at the proposed building and shall also obtain necessary occupation certificate from Kolkata Municipal Corporation as be required under the Municipal laws.

5.9. The Developer shall positively complete the development of the "**said Property**" and/or the "said Land" and/or construction of the proposed new building within 42 months from the date of issuance of the sanctioned plan and the Developer being able to recover vacate possession of the "**said Property**" by evicting all the occupants thereof as also obtaining of all required permission, clearances and no-objection, unless prevented by acts of God and/or force majeure reasons and/or acts beyond the control of the Developer.

5.10. That it would be sole responsibility of the Developer to arrange with the existing tenants/occupiers for shifting or re-shifting or vacating the said property for construction of the new

building thereon. If the existing tenants/occupiers of the said premises intend to surrender and handover his/their occupied portion on payment of money then it would be the sole option and responsibility of the Developer to take the same on payment of money to them and said area to be surrendered and handed over on payment of money will go in favour of the developer.

5.11. That the Developer will be responsible for getting the said premises vacated from the existing tenants and/or occupiers for the purpose of commencing construction. It is provided here that the area as would be required for the purpose of re-accommodation of the existing tenants in the newly constructed building the said area would go from the developer's allocation.

5.12. That the Developer herein shall exclusively be in charge and possession of the "**said Property**" commencing from the date of this Agreement and also to deal with the occupants and further take appropriate steps for evicting the occupants and recovering vacant possession of the "said property".

5.13. The Developer herein shall, on and from the date hereof, be in charge and possession of the "**said Property**" and be responsible for the safety and security thereof.

5.14 The Developer shall register the project under the Act of 2016 at its own costs and expenses and shall comply with all the provisions under the said Act and in the event for non compliance of any provision by the Developer, the Owners suffer any loss or damage, the Developer shall keep the Owners indemnified against such loss or damage. It is hereby agreed that the Owners shall

have right of compensation as per the provisions of RERA, in case of any default made by the Developer.

**6. OWNERS' OBLIGATIONS/COVENANTS:**

6.1. The owners herein shall bear and pay the Municipal corporation taxes and all other rates, taxes and outgoing on account and in respect of the "**said Property**" for the period up to this Agreement.

6.2. The Owners shall render their best co-operation and assistance to the Developer in the matter of obtaining of the Sanctioned Plan for construction of the New Building on the "**said Property**" as also commencing, carrying out and completing the development of the "**said Property**" and/or construction of the said building thereat, as may from time to time be necessary or required.

6.3. The owner shall not do nor permit anyone to do or commit any act deed matter or thing, which may in any manner cause obstruction and/or interference to the Developer carrying out and completing the development of the "**said Property**" and/or construction of the said proposed building at or upon the "**said Land**".

6.4. It is recorded that on or before the execution of this Agreement, the Owners have duly made over to the Developer the Xerox copies of the Title Deeds and documents in respect of the said property. The Owners will exhibit them to authorities as and when required. The Developers verified the documents and are satisfied and have no issues regarding the title of the property.



6.5. The owners shall sign execute and deliver all necessary papers, application, plans, sketches, maps, designs and other documents as may from time to time be required by the Developer for obtaining necessary sanctions, permission, approvals and/or No Objection Certificates from appropriate government authorities and/or departments including the obtaining of necessary Sanctioned Plan in the name of the Owners and also for carrying out the construction of the building and/or development of the **"said Property"**.

6.6. The owners shall from time to time sign execute and deliver all applications, papers, documents and declarations as may be required to enable the Developer to apply for and obtain telephone, gas, electricity, internet, telex, sewerage, water, drainage connections and other public utility and essential services in or upon the said proposed building.

6.7. That immediately after execution of the instant agreement the Owners will execute and register a Power of Attorney in favour of the Developer authorizing and/or empowering the Developer to do all the acts as would be required for the purpose of proceeding with and/or completing the entire constructional work including obtaining completion certificate from the authority of the Kolkata Municipal Corporation and/or other authorities as would be required.

## **7. CONSTRUCTION WORK:**

7.1 The construction of the said building shall be as per the Municipal Laws and/or the building rules, regulations and byelaws framed there under and the same strictly in accordance with the sanctioned plan.

7.2. The Developer herein shall at their discretion retain and appoint such Architect, Engineer and Contractor for carrying out the said development work and/or construction of the proposed new building, as the Developer shall at their discretion think proper. The Developer herein shall however solely be responsible for payment of all remuneration and/or fees of the Architects, Engineers and Contractors as also for payment of salaries, wages, and/or remuneration of the masons, Mistries, supervisors, chowkidars and darwans as also other staff and employees, who may be retained, appointed and/or employed by the Developer for carrying out the said development work and/or construction of the proposed building thereat.

7.3. The work of development of the **"said Property"** and/or construction of the proposed building by the Developer shall be by use of the best quality building materials and the same as per the recommendations of the Architects and also as per the specification mentioned in the Second Schedule hereunder written.

7.4. All costs charges and expenses for and on account of carrying out and/or completing the development of the **"said property"** and/or construction of the new proposed building at the "said Land" shall be paid, incurred, borne and discharged by the Developer including cost of vacating the tenant / occupiers if any and in this respect, the Owners shall not in any manner be liable or responsible.

7.5 The right of the developer on the roof of the New proposed Building(s) and the right to raise further constructions on the Said

Property that may be allowed by appropriate authorities at any time in future shall be exclusively reserved with the developer.

7.6 The developer shall be entitled to construct the building/s in accordance with the sanctioned plan thereof without any hindrance or obstruction from the Owner or any person claiming through or under trust for it.

7.7 The developer shall at their own cost be entitled to make any variation and/or modifications in the said plan and/or specifications and/or construction of the building(s) subject to the permission as may be given to be done from time to time by the appropriate/ concerned authority or other appropriate authorities or under any statute or under the advice of any Architect without foisting any liability upon the Owner.

#### **8. MARKETING AND SALE OF PROJECT:**

8.1 The Developer shall cause required publicity for marketing of the proposed new building including sale of the several units and other saleable spaces thereof.

8.2 the costs as may be incurred by the Developer on account of publicity and marketing of the project of the proposed new building and sale of units and other saleable spaces thereof would be borne by the Developer only.

#### **9. ALLOCATION OF SALE PROCEEDS:**

9.1. The Developer would sell, transfer or otherwise dispose of all the units and saleable spaces, being 80% of the proposed new building as per Developer's allocation in favour of the intending buyers, either on ownership basis or otherwise and the same at



such consideration price and on such terms and considerations as the Developer shall from time to time decide.

9.2 Only after the receipt of Completion Certificate from the appropriate authority, The Developer with consent and mutual agreement of the Owners would sell, transfer or otherwise dispose of all the units and saleable spaces, being 20% of the proposed new building as per Owners' allocation in favour of the intending buyers either on ownership basis or otherwise at such consideration as Owners shall decide from time to time.

9.3. For the sale or otherwise disposal of the units and saleable spaces of the proposed new building, the Developer shall be entitled to enter into Agreements and/or contracts for their 80% share with the intending buyers and also to receive earnest moneys, part payments and consideration amounts, which the owners hereby agree and confirm.

9.4. The parties hereto hereby further agree that the Developer herein shall at all times be entitled to install and/or affix hoardings, signage's, bill-boards etc. at the "said Property" and/or the "said Land" and/or the proposed building either of their own and/or their brands.

#### **10. CONSIDERATION:**

10.1. In the consideration of the premises and in consideration of the appointment of the Developer as the builder and also in view of the Developer being allowed to develop the "**said property**" and to construct the said building as per this agreement, the Developer hereby agree to bear and pay the entire costs and expenses of

carrying out completing the development work in respect of the **"said Property"** and construction of the proposed new building.

10.2. In consideration of the Owners having allowed the Developer to develop the "said Property" and to construct the said proposed new building as per this Agreement, it is agreed and made clear that the owners shall not be responsible to bear and pay the costs of the development of the **"said property"** and/or construction of the said building and shall further be entitled to the "Owners' Allocation", out of the sale proceeds of the units and spaces of the said building.

10.3. In consideration of the Developer bearing the costs charges and expenses for the development of the "said Property" and/or construction of the proposed new building as aforesaid, the Developer shall be entitled to the Developer' Allocation, out of the sale proceeds of the units and spaces of the proposed new building, without being liable to pay the value and/or costs and/or consideration on account of the undivided proportionate share in respect of the **"said Land"** comprised in the **"said Property"**.

#### **11. RATES, TAXES AND MAINTENANCES:**

11.1. The owners herein shall bear and pay the Municipal Corporation taxes, Municipal Surcharges and all other rates taxes and outgoings whatsoever concerning or relating to the "said Property" for the period upto the date of this Agreement.

11.2. On and after the date of this Agreement, the Developer herein shall bear and pay the Municipal Corporation taxes, Municipal Surcharge and all other rates taxes and outgoings whatsoever concerning or relating to the "said Property" and/or the

"Said Land" till the Developer complete construction of the said building and makes over possession of the units and spaces of the proposed new building to the buyers.

11.3. On and from the date of completion of the proposed new building as also delivery of possession of the several units/saleable spaces of the proposed new building to the buyers and/or transferees, the buyers/transferees shall be responsible to bear and pay the Municipal Corporation taxes, Municipal surcharges and all other rates, taxes and outgoing as also to pay the monthly maintenance and service charges on account of their respective units and spaces.

11.4. On and from the date of completion of the construction of the said proposed new building, the Developer shall be responsible to look after, manage and administer the day to day maintenance of the proposed new building as also maintenance of the common parts, areas, amenities and facilities at the building till the formation of an Association/ incorporation of a Company for the purpose.

11.5. After completion of construction of the said proposed new building, the Developer shall cause formation of an Association or society or Limited company to be floated and/or incorporated for the purpose of managing and maintaining of the common facilities, common areas and amenities at the said building complex. The Developer shall also be responsible to frame the rules, regulations and byelaws of such management Association/ Syndicate/ Company.

11.6. On and from the date of completion of construction of the said building complex, as also delivery of possession of the several



units and saleable spaces of the proposed building in favour of the buyers and/or transferees and further formation of the proposed Association or society or Limited company for maintenances of the common parts, areas and facilities at the building complex, the Developer shall make over all original title deeds and documents in respect of the "said Property" to the said Association or society or Limited company to hold the same in their custody in the interest and for the benefit of the buyers/transferees of the several units and spaces of the building complex.

**12. MISCELLANEOUS:**

12.1. The Owners and the Developer have entered into this Agreement purely on principal basis and nothing stated herein shall be deemed or construed to be a partnership and/or joint venture between the Developer and the Owners nor shall the parties hereto constitute an Association of persons.

12.2. Nothing in these presents shall be construed as a sale, transfer or assignment or conveyance in law by the owners of the "said Property" or any part thereof to the Developer, or as creating any right title or interest in respect thereof in favour of the Developer, save the exclusive right to undertake development as per this Agreement.

12.3. The proposed building complex to be erected by the Developer at or upon the "said land" comprised in the "said Property" shall be named with such name as may be decided by the Developer.

12.4. The owners and Developer hereby agree and undertake to sign and execute all other deeds and documents for smooth

implementation of this Agreement and development of the "said property" as and when so required.

**13. DOCUMENTATION:**

13.1. All agreements, contract, deeds, documents for the sale or otherwise disposal of the units and other saleable spaces of the building complex shall be identical containing the similar terms and condition as may be approved and confirmed by the Developer and Owners mutually amongst them.

**14. ARBITRATION AND CONCILLATION:**

14.1. In case of any dispute or difference or misunderstanding by and between the parties hereto concerning or relating to or arising out of this agreement and/or interpretation of this agreement or any of the clause herein recorded, the parties would hold joint meetings and make all possible efforts to conciliate and/or settle such dispute and/or differences and/or misunderstanding mutually amongst them.

14.2. In the event the parties hereto being not able to amicably clarify the confusions and/or misunderstanding and/or to mutually resolve the disputes and/or differences by holding joint conciliation meeting as provided herein above, all disputes and differences by and between the parties hereto concerning or relating to or arising out of this Agreement or with regard to interpretation of this Agreement or any of the clause herein recorded and/or the respective claims of the parties, the same shall be referred to the sole Arbitrator to be nominated by the parties for final adjudication as per the provisions of the Arbitration and Conciliation Act, 1996.

## **15. JURISDICTION:**

15.1. The Hon'ble High Court at Calcutta shall exclusively have the jurisdiction to entertain try and determine all matters concerning or arising out of this Agreement.

### **THE FIRST SCHEDULE ABOVE REFERRED TO**

#### **"Said Property"**

**ALL THAT** Bastu Land measuring an area of 2 (Two) Bighas and 3 (Three) Cottahs more or less together with about 86 years old One 1 storied brick built messuage hereditaments dwelling house comprised of 4 Bed Rooms, 2 Kitchen Rooms, 2 Baths and Privies 1 Hall Room and 1 Veranda having covered area about 5500 Sq. Ft. and one two storied brick built messuage hereditaments dwelling house comprised of 9 Bed Rooms, 6 Kitchen Rooms, 4 Baths and Privies 2 Hall Room and 1 Veranda, having 4500 Sq. Ft. in the Ground Floor and 4500 Sq. Ft on the first floor, being cemented floor, in total area about 14500 Sq. Ft. and 1 godown with corrugated Iron roofings comprised of several rooms and 3 bath and privy measuring total area of 3000 Sq. Ft. a little more or less, having cemented floor, and also path ways, drive way, boundary wall etc. together with the piece or parcel of revenue redeem gland thereunto belonging and on part whereof the same is erected and built containing by estimation an Area situate lying at and being formerly Premises No. 33, Bow Bazar Street in the Town of Calcutta, being part of Block No. XVI, Holding No. 302 in the South Division of the Town of Calcutta at present K.M.C. Premises No. 33, B.B. Ganguly Street, under Kolkata Municipal Corporation Ward No. 046, P.S. - Bow Bazar, Kolkata- 700 012 (Road Zone: Chitta Ranjan Avenue—Bentink St.) as owners under Assessee No. 110460400302, which is clearly shown in the annexed site plan being delineated by RED colour which site plan is part and parcel



of this deed, which is butted and bounded as follows:-

ON THE NORTH BY	B.B. Ganguly Street
ON THE SOUTH BY	Partly by 31, B.B. Ganguly Street and Partly by 54, Metcalfe Street.
ON THE EAST BY	Partly by 34, B.B. Ganguly Street and Partly by 3 Bow Street
ON THE WEST BY	Premises No. 32, B.B. Ganguly Street

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(SPECIFICATIONS)**

BUILDING/ELEVATION	Designed on a Earthquake resistance RCC Frame structure with brick wall construction with suitable foundation depending on soil conditions. Walls of AAC Blocks.
EXTERIOR WALLS	: 8" AAC Block Wall finished with cement plaster and weather coat Paint finish (make ICI/Asian Paint)/ Toughen glass facade for commercial unit.
INTERIOR WALLS	: 4" AAC Block walls finished with cement plaster putty/and also final paint only for commercial units.
STAIRCASE & LOBBY	: Wide staircase, elegantly designed lobby and corridors with kota/granite stone/vitrified tiles. All common walls in lobby/staircase will be painted
FLOORING	: 2'X2' Branded Vitrified tiles in Living Drawing Dining areas and vitrified tiles in all bedrooms and commercial units.
BALCONY	: Branded Vitrified tile flooring with M.S. Railing.

- KITCHEN : No door in the kitchen. Polished granite top platform with stainless steel sink, glazed tiles dado upto 2 feet height above the platform. Anti-skid tile flooring in the kitchen.
- BATHROOM : Anti skid tiles on the floor and glazed tiles on walls upto door height.
- Western style white sanitary fitting of reputed make JAGUAR. Hot and cold water points for shower area. CP Fittings of reputed make JAGUAR or equivalent.
- WINDOWS : Sliding anodized UPVC/alUMINIUM windows 5 mm with toughened glass.
- DOORS & FRAMES : Main Door – Wooden door frames. main entrance flush door with ISI marked lock.  
Internal Door – Internal flush door with mortise lock/rolling shutter for commercial units(if required).
- ELECTRICALS : a) Copper concealed wiring of Havells/Anchor/similar brand.  
b) ISI marked Semi-Modular switches with MCB & DB.  
c) AC Points: In all Master bedrooms.  
d) Geyser point in all bathrooms.  
e) Exhaust fan outlet in kitchen and all toilets.  
f) Calling Bell point at main door.  
g) Required Electrical load and its infrastructure for commercial units
- LIFTS : Branded elevators of KONE or equivalent

FIRE SAFETY	: Modern fire fighting systems as per WBFES norms.(If Needed)
WATER SUPPLY	: Water supply through Filtration plant.
HARDWARE	: Good quality C.P. fittings of JAGUAR or equivalent
DG POWER BACKUP	: 24 Hours power backup for common area & emergency power back up for flats (As per charges applicable, depending upon unit size).
SEPTIC TANK:	One septic Tank
COMMON PASSAGE	Common Passage with Floor Tiles

OTHER FACILITIES in addition to the specifications given above for better clarification

1. Lift with all equipments: Owned by the Developer however other R.C.C. and construction work will be done by the contractor.
2. Staircases on all floors:
3. Internal road/passage.
4. Electrical wiring and meters.
5. Staircases and landing on all floors.
6. Drainage, sewerage and septic chambers.
7. Boundary Walls, main gates
8. Common passage and lobby on the ground floor:
9. Letter boxes with name in the lobby on the ground floor:
10. Water pump, water tank, the water pipes and other common plumbing installations.
11. Such other common parts, areas, equipments, installations, fixtures, fittings and spaces in or about the said multi storied building as are necessary for the use and occupancy of the unit /unit in common and as are specified by the Developer expressly to be the common part after construction of building including the ultimate roof and/or terrace.



**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 SEALED AND DELIVERED**

by the **OWNERS** at Kolkata

*Ante owner Sec*  
*Rasim - owner Sec*  
*Sumit Gulaband Shah*  
 \_\_\_\_\_  
**OWNERS**

**SIGNED SEALED AND DELIVERED**

by the **DEVELOPER** at Kolkata

**ANNPEEY ESTATES PVT. LTD.**

*Zaf Ahmed Khan*  
**Director**

**KIWI REALTY PRIVATE LIMITED**

*Radheshyam Sain*

**DEVELOPER** Authorized Signatory

**WITNESSES:**

1. *Chetan*  
*Chetan Anrithal Shah*  
 27 Allenby Road  
 Kolkata - 700020

DRAWN BY-

*Sutarn Karmakar*

Advocate  
 High Court, Calcutta.

F-345/06

② *Arindrajit Chowdhury*  
 275, B.B. Ganguly Street  
 Kolkata - 700012.

**RECEIVED** the within mentioned sum of Rs.20,00,00,000/- (Rupees Twenty Crores) only, as part payment towards non-adjustable advance in terms of this agreement from the within named Developer abovenamed being agreed with the terms and conditions of this agreement in the following manner: -

**MEMO OF CONSIDERATION**

UTR No.	Date	In favour of	Amount (Rs.)
<b>Paid by KIWI REALTY PRIVATE LIMITED</b>			
ICICR42023101300506359	13.10.2023	Owner-1	2100000.00
ICICR42023101300527762	13.10.2023	Owner-1	4500000.00
ICICR42023101300528256	13.10.2023	Owner-1	4550000.00
ICICR42023101300528575	13.10.2023	Owner-1	4600000.00
ICICR42023101300529238	13.10.2023	Owner-1	4650000.00
ICICR42023101300528759	13.10.2023	Owner-1	4700000.00
ICICR42023101300529104	13.10.2023	Owner-1	4750000.00
ICICR42023101300528970	13.10.2023	Owner-1	4800000.00
ICICR42023101300529503	13.10.2023	Owner-1	4850000.00
ICICR42023101300529905	13.10.2023	Owner-1	3071980.00
		<b>TDS</b>	430020.00
ICICR42023101300506727	13.10.2023	Owner-2	2100000.00
ICICR42023101300532649	13.10.2023	Owner-2	4500000.00
ICICR42023101300531170	13.10.2023	Owner-2	4550000.00
ICICR42023101300531325	13.10.2023	Owner-2	4600000.00
ICICR42023101300533878	13.10.2023	Owner-2	4650000.00
ICICR42023101300530816	13.10.2023	Owner-2	4700000.00
ICICR42023101300538931	13.10.2023	Owner-2	4750000.00
ICICR42023101300539124	13.10.2023	Owner-2	4800000.00
ICICR42023101300539272	13.10.2023	Owner-2	4850000.00
ICICR42023101300539453	13.10.2023	Owner-2	3071980.00
		<b>TDS</b>	430020.00
ICICR42023101300507157	13.10.2023	Owner-3	2100000.00
ICICR42023101300536573	13.10.2023	Owner-3	4500000.00
ICICR42023101300536728	13.10.2023	Owner-3	4550000.00

ICICR42023101300536881	13.10.2023	Owner-3	4600000.00
ICICR42023101300537030	13.10.2023	Owner-3	4650000.00
ICICR42023101300537157	13.10.2023	Owner-3	4700000.00
ICICR42023101300537371	13.10.2023	Owner-3	4750000.00
ICICR42023101300537596	13.10.2023	Owner-3	3806040.00
		<b>TDS</b>	339960.00
Paid by <b>ANNPEEY ESTATES PRIVATE LIMITED</b>			
437043	16.10.2023	Owner-1	28668000.00
437044	16.10.2023	Owner-2	28668000.00
437045	16.10.2023	Owner-3	22664000.00
		<b>Total:</b>	<b>20,00,00,000.00</b>

(Rupees twenty crores ) only

**WITNESSES:**

*Chetan*

1) Chetan Amritlal Shah

2) Prindrajit Chowdhury

*Rajesh Chandra*  
*Rajesh Chandra*  
*Chetan*

**OWNERS**

*Actual amount*  
*Rajesh Chandra*  
*Chetan*



# SPECIMEN FORM FOR TEN FINGERPRINTS

Signature of the  
executants and/or  
purchaser Presents

1.



LITTLE



RING



MIDDLE



FORE



THUMB

(LEFT HAND)



THUMB



FORE



MIDDLE



RING



LITTLE

(RIGHT HAND)

2.



LITTLE



RING



MIDDLE



FORE



THUMB

(LEFT HAND)



THUMB



FORE



MIDDLE



RING



LITTLE

(RIGHT HAND)

3.



LITTLE



RING



MIDDLE



FORE



THUMB

(LEFT HAND)



THUMB



FORE



MIDDLE



RING



LITTLE

(RIGHT HAND)

4.



LITTLE



RING



MIDDLE



FORE



THUMB

(LEFT HAND)



THUMB



FORE



MIDDLE



RING



LITTLE

(RIGHT HAND)



	Thumb	First finger	Middle finger	Ring Finger	Small finger
LEFT HAND					
RIGHT HAND					

Name- RADHESHYAM SAINI

Signature-

KIMI REALTY PRIVATE LIMITED

Radheshyam Saini

~~Director~~ / Authorised Signatory



	Thumb	First finger	Middle finger	Ring Finger	Small finger
LEFT HAND					
RIGHT HAND					

Name- ZAFAR AHMED KHAN

Signature-

ANNPEEY ESTATES PVT. LTD.

Zafar Ahmed Khan

Director

-----  
DATED THIS      DAY OF                      2023  
-----

**-BETWEEN-**

AMRITLAL KARAMCHAND SHAH  
alias AMRITLAL & ANR.

**OWNERS**

**-AND-**

KIWI REALTY PRIVATE LIMITED &  
ANR.

**DEVELOPER**

**DEVELOPMENT AGREEMENT**



### Major Information of the Deed

Deed No :	I-1902-14596/2023	Date of Registration	16/10/2023
Query No / Year	1902-2002546635/2023	Office where deed is registered	
Query Date	05/10/2023 11:50:11 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	TAPAS KUMAR MAITY Village And Post Office Mohammadpur, WEST BENGAL,, Thana : Bhagwanpur, District : Purba Midnapore, WEST BENGAL, PIN - 721601, Mobile No. : 9874112262, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 40,00,00,000/-]		
Set Forth value	Market Value		
	Rs. 45,80,39,508/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,071/- (Article:48(g))	Rs. 40,00,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: Kolkata, P.S:- Bowbazar, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Bipin Bihari Ganguly Street, Road Zone : (Chitta Ranjan Ave. Crossing -- Bentink St. Crossing) , , Premises No: 33, , Ward No: 046, Holding No:302 Pin Code : 700012



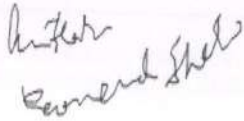


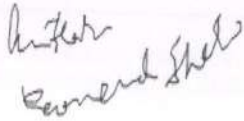


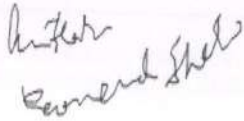


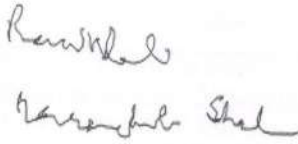


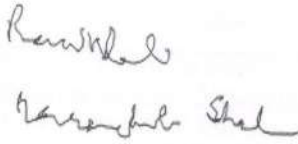


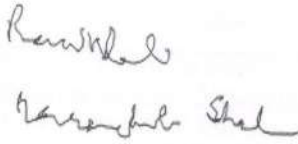
Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	58.95 Dec		33,53,78,325/-	Property is on Road Adjacent to Metal Road,
L2	(RS :- )		Semi-Commerci al use	12 Dec		11,60,59,683/-	Property is on Road Adjacent to Metal Road,
		<b>TOTAL :</b>		<b>70.95Dec</b>	<b>0 /-</b>	<b>4514,38,008 /-</b>	
		<b>Grand Total :</b>		<b>70.95Dec</b>	<b>0 /-</b>	<b>4514,38,008 /-</b>	

### Structure Details :



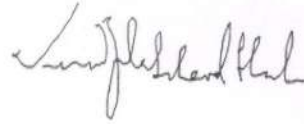
Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	5500 Sq Ft.	0/-	22,27,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 5500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 86 Years, Roof Type: Pucca, Extent of Completion: Complete					

	On Land L1, L2	9000 Sq Ft.	0/-	36,45,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 4500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 86 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 4500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 86 Years, Roof Type: Pucca, Extent of Completion: Complete					
S3	On Land L1, L2	3000 Sq Ft.	0/-	7,29,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 3000 Sq Ft., Semi Commercial Use, Cemented Floor, Age of Structure: 86 Years, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		17500 sq ft	0 /-	66,01,500 /-	

#### Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr> </thead> <tbody> <tr> <td> <b>AMRITLAL KARAMCHAND SHAH, (Alias: AMRITLAL )</b>  Son of Late KARAMCHAND LALCHAND SHAH  Executed by: Self, Date of Execution: 16/10/2023  , Admitted by: Self, Date of Admission: 16/10/2023 ,Place : Office </td><td>   16/10/2023 </td><td>   Captured  LTI  16/10/2023 </td><td>   16/10/2023 </td></tr> </tbody> </table> <p>27, ALLENBY ROAD, NEAR NORTHERN PARK, City:- , P.O:- BHOWANIPORE, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AKxxxxxx0D, Aadhaar No: 43xxxxxxxx3505, Status :Individual, Executed by: Self, Date of Execution: 16/10/2023 , Admitted by: Self, Date of Admission: 16/10/2023 ,Place : Office</p>	Name	Photo	Finger Print	Signature	<b>AMRITLAL KARAMCHAND SHAH, (Alias: AMRITLAL )</b> Son of Late KARAMCHAND LALCHAND SHAH Executed by: Self, Date of Execution: 16/10/2023 , Admitted by: Self, Date of Admission: 16/10/2023 ,Place : Office	 16/10/2023	 Captured LTI 16/10/2023	 16/10/2023
Name	Photo	Finger Print	Signature						
<b>AMRITLAL KARAMCHAND SHAH, (Alias: AMRITLAL )</b> Son of Late KARAMCHAND LALCHAND SHAH Executed by: Self, Date of Execution: 16/10/2023 , Admitted by: Self, Date of Admission: 16/10/2023 ,Place : Office	 16/10/2023	 Captured LTI 16/10/2023	 16/10/2023						
2	<table border="1"> <thead> <tr> <th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr> </thead> <tbody> <tr> <td> <b>RASIKLAL KARAMCHAND SHAH</b>  Son of Late KARAMCHAND LALCHAND SHAH  Executed by: Self, Date of Execution: 16/10/2023  , Admitted by: Self, Date of Admission: 16/10/2023 ,Place : Office </td><td>   16/10/2023 </td><td>   Captured  LTI  16/10/2023 </td><td>   16/10/2023 </td></tr> </tbody> </table> <p>IMPERIAL, NORTH TOWER, 3007, B.B. NAKSHE MARG, NEAR A.C. MARKET, TULSIWINTI, MUMBAI,, City:- , P.O:- TULSIWINTI, P.S:-SHIVAJI NAGAR, District:-Mumbai, Maharashtra, India, PIN:- 400034 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AAxxxxxx2B, Aadhaar No: 44xxxxxxxx7327, Status :Individual, Executed by: Self, Date of Execution: 16/10/2023 , Admitted by: Self, Date of Admission: 16/10/2023 ,Place : Office</p>	Name	Photo	Finger Print	Signature	<b>RASIKLAL KARAMCHAND SHAH</b> Son of Late KARAMCHAND LALCHAND SHAH Executed by: Self, Date of Execution: 16/10/2023 , Admitted by: Self, Date of Admission: 16/10/2023 ,Place : Office	 16/10/2023	 Captured LTI 16/10/2023	 16/10/2023
Name	Photo	Finger Print	Signature						
<b>RASIKLAL KARAMCHAND SHAH</b> Son of Late KARAMCHAND LALCHAND SHAH Executed by: Self, Date of Execution: 16/10/2023 , Admitted by: Self, Date of Admission: 16/10/2023 ,Place : Office	 16/10/2023	 Captured LTI 16/10/2023	 16/10/2023						



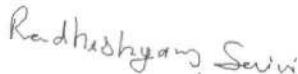


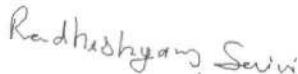


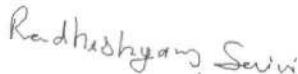


Name	Photo	Finger Print	Signature
<b>Mr NIRMAL GULABCHAND SHAH</b> Son of Late GULABCHAND KARAMCHAND SHAH Executed by: Self, Date of Execution: 16/10/2023 , Admitted by: Self, Date of Admission: 16/10/2023 ,Place : Office		 Captured	
16/10/2023		LTI 16/10/2023	16/10/2023
33, CHITRAKOOT, ALTAMOUNT ROAD, CUMBALLA HILL, MUMBAI, MAHARASHTRA, City:- , P.O:- CUMBALLA HILL, P.S:-BANDRA, District:-Mumbai, Maharashtra, India, PIN:- 700026 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AAxxxxxx8K, Aadhaar No: 36xxxxxxxx4722, Status :Individual, Executed by: Self, Date of Execution: 16/10/2023 , Admitted by: Self, Date of Admission: 16/10/2023 ,Place : Office			



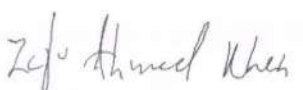
#### Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<b>KIWI REALTY PRIVATE LIMITED</b> HA-153, SALT LAKE CITY, SECTOR-III,, City:- , P.O:- IB MARKET, P.S:-South Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700097 , PAN No.:: AAxxxxxx8Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative
2	<b>ANNPEEY ESTATES PRIVATE LIMITED</b> 267, Bipin Bihari Ganguly Street, City:- Kolkata, P.O:- BOWBAZAR, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700012 , PAN No.:: AAxxxxxx8G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

#### Representative Details :

SI No	Name,Address,Photo,Finger print and Signature															
1	<table><tr><th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr><tr><td><b>Mr RADHE SHYAM SAINI</b> Son of MOTILAL SAINI Date of Execution - 16/10/2023, , Admitted by: Self, Date of Admission: 16/10/2023, Place of Admission of Execution: Office</td><td></td><td> Captured</td><td></td></tr><tr><td></td><td>Oct 16 2023 9:00PM</td><td>LTI 16/10/2023</td><td>16/10/2023</td></tr></table>	Name	Photo	Finger Print	Signature	<b>Mr RADHE SHYAM SAINI</b> Son of MOTILAL SAINI Date of Execution - 16/10/2023, , Admitted by: Self, Date of Admission: 16/10/2023, Place of Admission of Execution: Office		 Captured			Oct 16 2023 9:00PM	LTI 16/10/2023	16/10/2023	<p>1, CHANDMARI ROAD, KHETRI, JHUNJHUNU, RAJASTHAN, City:- , P.O:- JHUNJHUNU, P.S:-BISAU, District:-Jhunjhunun, Rajasthan, India, PIN:- 333503, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ATxxxxxx8J, Aadhaar No: 32xxxxxxxx9812 Status : Representative, Representative of : KIWI REALTY PRIVATE LIMITED (as AUTHORISED SIGNATORY)</p>		
Name	Photo	Finger Print	Signature													
<b>Mr RADHE SHYAM SAINI</b> Son of MOTILAL SAINI Date of Execution - 16/10/2023, , Admitted by: Self, Date of Admission: 16/10/2023, Place of Admission of Execution: Office		 Captured														
	Oct 16 2023 9:00PM	LTI 16/10/2023	16/10/2023													



Name	Photo	Finger Print	Signature
<b>Zafar Ahmed Khan</b> <b>(Presentant)</b> Son of Nasir Ahmed Khan Date of Execution - 16/10/2023, , Admitted by: Self, Date of Admission: 16/10/2023, Place of Admission of Execution: Office	 Oct 16 2023 8:59PM	 Captured LTI 16/10/2023	 16/10/2023
33, Belgachia Road,, City:- , P.O:- Belgachia, P.S:-Tala, District:-South 24-Parganas, West Bengal, India, PIN:- 700037, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: aixxxxxx6f, Aadhaar No: 40xxxxxxxx5546 Status : Representative, Representative of : ANNPEEY ESTATES PRIVATE LIMITED (as director)			

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr TAPAS KUMAR MAITY</b> Son of Mr KANAI LAL MAITY City:- Contai, P.O:- MAHAMMADPUR, P.S:-Bhagwanpur, District:-Purba Midnapore, West Bengal, India, PIN:- 721601	 16/10/2023	 Captured 16/10/2023	 16/10/2023
Identifier Of AMRITLAL KARAMCHAND SHAH, Mr RADHE SHYAM SAINI, Zafar Ahmed Khan, RASIKLAL KARAMCHAND SHAH, Mr NIRMAL GULABCHAND SHAH			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	AMRITLAL KARAMCHAND SHAH	KIWI REALTY PRIVATE LIMITED-9.825 Dec,ANNPEEY ESTATES PRIVATE LIMITED-9.825 Dec
2	RASIKLAL KARAMCHAND SHAH	KIWI REALTY PRIVATE LIMITED-9.825 Dec,ANNPEEY ESTATES PRIVATE LIMITED-9.825 Dec
3	Mr NIRMAL GULABCHAND SHAH	KIWI REALTY PRIVATE LIMITED-9.825 Dec,ANNPEEY ESTATES PRIVATE LIMITED-9.825 Dec

**Transfer of property for L2**

Sl.No	From	To. with area (Name-Area)
1	AMRITLAL KARAMCHAND SHAH	KIWI REALTY PRIVATE LIMITED-2 Dec,ANNPEEY ESTATES PRIVATE LIMITED-2 Dec
2	RASIKLAL KARAMCHAND SHAH	KIWI REALTY PRIVATE LIMITED-2 Dec,ANNPEEY ESTATES PRIVATE LIMITED-2 Dec
3	Mr NIRMAL GULABCHAND SHAH	KIWI REALTY PRIVATE LIMITED-2 Dec,ANNPEEY ESTATES PRIVATE LIMITED-2 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	AMRITLAL KARAMCHAND SHAH	KIWI REALTY PRIVATE LIMITED-916.66666700 Sq Ft,ANNPEEY ESTATES PRIVATE LIMITED-916.66666700 Sq Ft
2	RASIKLAL KARAMCHAND SHAH	KIWI REALTY PRIVATE LIMITED-916.66666700 Sq Ft,ANNPEEY ESTATES PRIVATE LIMITED-916.66666700 Sq Ft
3	Mr NIRMAL GULABCHAND SHAH	KIWI REALTY PRIVATE LIMITED-916.66666700 Sq Ft,ANNPEEY ESTATES PRIVATE LIMITED-916.66666700 Sq Ft

**Transfer of property for S2**

Sl.No	From	To. with area (Name-Area)
1	AMRITLAL KARAMCHAND SHAH	KIWI REALTY PRIVATE LIMITED-1500.00000000 Sq Ft,ANNPEEY ESTATES PRIVATE LIMITED-1500.00000000 Sq Ft
2	RASIKLAL KARAMCHAND SHAH	KIWI REALTY PRIVATE LIMITED-1500.00000000 Sq Ft,ANNPEEY ESTATES PRIVATE LIMITED-1500.00000000 Sq Ft
3	Mr NIRMAL GULABCHAND SHAH	KIWI REALTY PRIVATE LIMITED-1500.00000000 Sq Ft,ANNPEEY ESTATES PRIVATE LIMITED-1500.00000000 Sq Ft

**Transfer of property for S3**

Sl.No	From	To. with area (Name-Area)
1	AMRITLAL KARAMCHAND SHAH	KIWI REALTY PRIVATE LIMITED-500.00000000 Sq Ft,ANNPEEY ESTATES PRIVATE LIMITED-500.00000000 Sq Ft
2	RASIKLAL KARAMCHAND SHAH	KIWI REALTY PRIVATE LIMITED-500.00000000 Sq Ft,ANNPEEY ESTATES PRIVATE LIMITED-500.00000000 Sq Ft
3	Mr NIRMAL GULABCHAND SHAH	KIWI REALTY PRIVATE LIMITED-500.00000000 Sq Ft,ANNPEEY ESTATES PRIVATE LIMITED-500.00000000 Sq Ft



**Endorsement For Deed Number : I - 190214596 / 2023**

**On 16-10-2023**

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

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

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

Presented for registration at 12:56 hrs on 16-10-2023, at the Office of the A.R.A. - II KOLKATA by Zafar Ahmed Khan

**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 45,80,39,508/-

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

Execution is admitted on 16/10/2023 by 1. AMRITLAL KARAMCHAND SHAH, Alias AMRITLAL , Son of Late KARAMCHAND LALCHAND SHAH, 27, ALLENBY ROAD, NEAR NORTHERN PARK, P.O: BHOWANIPORE, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700020, by caste Hindu, by Profession Business, 2. RASIKLAL KARAMCHAND SHAH, Son of Late KARAMCHAND LALCHAND SHAH, IMPERIAL, NORTH TOWER, 3007, B.B. NAKSHE MARG, NEAR A.C. MARKET, TULSIWINTI, MUMBAI,, P.O: TULSIWINTI, Thana: SHIVAJI NAGAR, , Mumbai, MAHARASHTRA, India, PIN - 400034, by caste Hindu, by Profession Business, 3. Mr NIRMAL GULABCHAND SHAH, Son of Late GULABCHAND KARAMCHAND SHAH, 33, CHITRAKOOT, ALTAMOUNT ROAD, CUMBALLA HILL, MUMBAI, MAHARASHTRA, P.O: CUMBALLA HILL, Thana: BANDRA, , Mumbai, MAHARASHTRA, India, PIN - 700026, by caste Hindu, by Profession Business

Indetified by Mr TAPAS KUMAR MAITY, , , Son of Mr KANAI LAL MAITY, P.O: MAHAMMADPUR, Thana: Bhagwanpur, , City/Town: CONTAI, Purba Midnapore, WEST BENGAL, India, PIN - 721601, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 16-10-2023 by Mr RADHE SHYAM SAINI, AUTHORISED SIGNATORY, KIWI REALTY PRIVATE LIMITED, HA-153, SALT LAKE CITY, SECTOR-III,, City:- , P.O:- IB MARKET, P.S:-South Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700097

Indetified by Mr TAPAS KUMAR MAITY, , , Son of Mr KANAI LAL MAITY, P.O: MAHAMMADPUR, Thana: Bhagwanpur, , City/Town: CONTAI, Purba Midnapore, WEST BENGAL, India, PIN - 721601, by caste Hindu, by profession Law Clerk

Execution is admitted on 16-10-2023 by Zafar Ahmed Khan, director, ANNPEEY ESTATES PRIVATE LIMITED, 267, Bipin Bihari Ganguly Street, City:- Kolkata, P.O:- BOWBAZAR, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700012

Indetified by Mr TAPAS KUMAR MAITY, , , Son of Mr KANAI LAL MAITY, P.O: MAHAMMADPUR, Thana: Bhagwanpur, , City/Town: CONTAI, Purba Midnapore, WEST BENGAL, India, PIN - 721601, by caste Hindu, by profession Law Clerk

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 40,00,021.00/- ( B = Rs 40,00,000.00/- ,E = Rs 21.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 40,00,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/10/2023 1:32PM with Govt. Ref. No: 192023240259423848 on 14-10-2023, Amount Rs: 40,00,021/-, Bank: SBI EPay ( SBIEPay), Ref. No. 3828705497640 on 14-10-2023, 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 50.00/-, by online = Rs 75,021/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 5633, Amount: Rs.50.00/-, Date of Purchase: 15/09/2023, Vendor name: B K Jana

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/10/2023 1:32PM with Govt. Ref. No: 192023240259423848 on 14-10-2023, Amount Rs: 75,021/-, Bank: SBI EPay (SBlePay), Ref. No. 3828705497640 on 14-10-2023, Head of Account 0030-02-103-003-02

*img*

**Satyajit Biswas**

**ADDITIONAL REGISTRAR OF ASSURANCE**

**OFFICE OF THE A.R.A. - II KOLKATA**

**Kolkata, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2023, Page from 524179 to 524230  
being No 190214596 for the year 2023.



Digitally signed by SATYAJIT BISWAS  
Date: 2023.11.06 12:51:21 +05:30  
Reason: Digital Signing of Deed.

(Satyajit Biswas) 06/11/2023

ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - II KOLKATA  
West Bengal.