

15335/24

I-14934/24



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AR 231045

30/08/2024
 3m-2-229828/24
 Shaidul Islam

original, that the document is admitted in
 registration... The signature above the
 the instrument shall stand with the
 document as the one in effect.

Sub-Registrar #1
 Alipour, South 24-parganas
 30/08/2024

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this 30th day of August Two Thousand and Twenty Four (2024).

BETWEEN

SHAIKUL ISLAM (PAN :AAEPI6927L) (AADHAR NO. 8337 2674 7765), by faith – Islam, by occupation – Business, residing at 9, Miajan Ostagar Lane, Post Office – Jhowtala, Police Station- Karaya, Kolkata-700017, hereinafter called and referred to as the **OWNER** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**

AND

(1) KALIM VENTURE LLP. a Limited Liability Partnership firm, represented by one its designated Partner **FIRDOUS KALIM (PAN : ALKPK8786E) (Aadhaar No. : 925455349513)** son of Late Md. Kalimuddin, by faith – Islam, by occupation – Business, by Nationality – Indian, residing at 61, Ripon Street, Post Office – Park Street, Police Station –Park Street, Kolkata – 700016 and **(2) MOHAMMED SAIF YOUSUF (PAN : AEXPY1807N) (AADHAR NO. 4871 1501 3284)**, son of Md Yousuf Jamal, by faith – Islam, by occupation- Business, by Nationality- Indian, residing at Flat No. B/C/1, 26B, Dr. Suresh Sarkar Road, Post- Entally, Kolkata-700014, hereinafter jointly called and referred to as the **DEVELOPERS** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

WHEREAS :-

1. By an indenture of sale dated the 25th November made between the Trustees for the improvement of Calcutta and ABDUL AHAD registered in Book in I , Volume No. 3 Pages 187 to 189 Being No. 1879 for the year 1931 at the office of the Sub- Registrar of Sealdah the said Trustee for the improvement of Calcutta for the consideration mentioned therein granted,

conveyed, transferred and sold to the said Abdul Ahad ALL THAT piece and parcel of Revenue Free land hereditament and premises containing an area 10(ten) Cottahs 3 (three) Chittacks 32(Thirty Two) Sq. Ft. being plot No.145 of the Surplus land in Calcutta improvement Trust Scheme No. VIII-C formed out a portion of premises no.30/6 , Fazlul Haque Sarani formerly Jhowtala Road Being part of Holding No. 80 Sub-division -V DihiPanchanannagram, Thana Ballygunge , Sub-Registrar Office Sealdah, District - 24 Parganas (South).

Being seized, possessed and/ or otherwise well sufficiently entitled to ALL THAT piece and parcel of land admeasuring 10 cottah 3 chittacks and 32 square feet being premises no. 30/6 , Fazlul Haque Sarani formerly Jhowtala Road being part of Holding No. 80 Sub-division -V DihiPanchanannagram, Thana Ballygunge, Sub-Registrar Office Sealdah, District - 24 Parganas (South) the then Abdul Ahad mutated its name in the records of Municipality.

2. By an indenture dated the 8th July 1964 Abdul Ahad entered into an agreement of sale with Kali Sankar-Das for all that the said piece and parcel of Revenue Free land containing an area of 10(ten) Cottahs 3 (three) Chittacks 32 (thirty two) Sq.Ft. be the same or a little more or less situate lying at and the being the Municipal Premises No..30/6 , Fazlul Haque Sarani formerly Jhowtala Road Being part of Holding No. 80 Sub-division -V Dihi Panchanannagram, Thana Ballygunge , Sub-Registrar Office Sealdah, District - 24 Parganas (South).together with the brick built 4 storied building with boundary wall standing thereon free from all encumbrance, charges, liens and lis-pendens .

3. The said Abdul Ahad sold, conveyed and transferred the said land with structure standing thereon to the Kali Sankar Das on 5th May 1965 in the office of Sub-Registry at Sealdah registered and recorded in Book No. I, Volume No 9, Pages203 to 207, Being No.288 in the year 1965 and the Said

Kali Sankar Das after being the Owner of the said Premises being no.30/6,Fazlul Haque Sarani formerly Jhowtala Road Being part of Holding No. 80 Sub-division -V Dihi Panchanannagram, Thana Ballygunge, Sub-Registrar Office Sealdah, District - 24 Parganas (South) under municipal ward no.64 seized and possessed the said Property.

4. By Virtue of registered deed of conveyance mentioned above the said Kali Sankar Das became the absolute sole owner and occupier was seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Bastu land measuring 10(Ten) Cottahs 3(three) Chittacks 32(thirty two) Sq.Ft. with Four storied structure standing thereon and it is recorded as C.I.T Scheme No. VIII-C Plot No. 145, Division No. V ,Sub-Divn. F, Holding No.30 Dihi Panchanagram, 24 Parganas South P.S. Ballygunge Calcutta - 700017 and Municipal Premises No. 30/6, Fazlul Haque Sarani, formerly known as Jhowtala Road, Police Station – Ballugunge, under Municipal Ward No. 64, Kolkata - 700017 Which is morefully and particulary described and mentioned in the schedule hereunder written and being recorded in the municipal records and Assessed as no. 11-064-19-0030-1,

5. That on 20th day of June 1969 the Kali Sankar Das granted , transferred, conveyed and sold to Abdul Islam ALL THAT piece and parcel of Bastu land measuring 10(Ten) Cottahs 3(three) Chittacks 32(thirty two) Sq.Ft. with Four storied structure standing thereon and it is recorded as C.I.T Scheme No. VIII-C Plot No. 145, Division No. V, Sub-Divn. F, Holding No.30 Dehipanchanagram, 24 Pgs South P.S. Ballygunge Calcutta - 700017 and Municipal Premises No. 30/6, Fazlul Haque Sarani, formerly known as Jhowtala Road, Police Station – Ballugunge, under Municipal Ward No. 64,Calcutta - 700017 and the aforesaid sale document was registered in the office of Sub-Registry at Sealdah recorded in Book No.I , Volume No 8, Pages 238 to 241 Being No.153 for the year 1969 and thus Abdul Islam became the

Owner of the Schedule mentioned premise and also mutated his name before the Municipal Corporation at Calcutta

6. By virtue of sale document dated 20.6.1969 the Abdul Islam became owner thereof and is also seized, possessed and/ or otherwise well sufficiently entitled to ALL THAT piece and parcel of land admeasuring 10 cottah 3 chittacks and 32 square feet being Premises No. 30/6, Fazlul Haque Sarani, P.S. Ballygunge, Calcutta -700017 within the limit of the Calcutta Municipal Corporation, under ward No.64

7. That the Abdul Islam out of his natural love and affection for his son eldest son Shaidul Islam willingly, voluntarily and/also out of his free will and choice and sound health decided to make gift (Hiba) of ALL THAT piece and parcel of land admeasuring 10 cottah 3 chittacks and 32 square feet being Premises No. 30/6 , Fazlul Haque Sarani, P.S. Karaya , Kolkata -700017 with the limit of the Kolkata Municipal Corporation . Ward No.64 in favour of his eldest son the said Shaidul Islam with all title and interest appertaining thereto free from all encumbrances whatsoever and the said gift (Hiba) dated 24.07.2020 was registered in the office of Additional District Sub-Registrar at Sealdah and recorded in book no.1, volume no.1606-2020, pages no. 75624 to 75648 being no. 160601610 for the year 2020.

8. Thus by virtue of said Deed of Gift Shaidul Islam became the absolute owner and accordingly mutated its name in the records of Kolkata Municipal Corporation and is currently seized, possessed and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring about 10 (Ten) cottahs 3 (three) chittacks, 32 (thirty two) sq. ft. be the same little more or less along with 40 year old 4 storied tenanted structure admeasuring about 2000 Sq.Ft. Cemented Flooring situate and lying at premises No. 30/6 ,

Fazlul Haque Sarani, P.S. Karaya , Kolkata -700017 with the limit of the Kolkata Municipal Corporation under ward No.64.

9. That due to some typographical error inadvertently entered into the said Deed of Gift creating anomalies it became very imperative to cancel the said Deed of Gift and further execute another fresh document of Gift so by Deed of Cancellation dated 8th day of May registered in the office of A.D.S.R at Sealdah recorded in Book No I, Volume No.1606-2024, Pages from 47101 to 47112, Being No.160601768 for the year 2024 and simultaneously executed Deed of Gift with all rights and Title as mentioned in the previous Gift Deed registered in the office of A.D.S.R at Sealdah recorded in Book NO.I, Volume No,1604-2024 Pages from 47113 to 47129, Being No.160601765 for the year 2024

10. The First Party herein had entered into a Development Agreement with (1) Mohammed Ayub, (PAN No. AFCPM7684P), (AADHAR NO. 4647 9890 0193), son of Late Mohammed Nayeem, by faith – Islam, by occupation – Business, residing at 62, Shakespeare Sarani, Post office- Circus Avenue, Police Station- Beniapukur, Kolkata-700017 and (2) Arshad Ali (PAN No.AHSPA4570G), (AADHAR NO. 4354 9859 2348), son of Ahmed Ali, by faith – Islam, by occupation – Business, residing at 62, Shakespeare Sarani, Post office- Circus Avenue, Police Station- Beniapukur, Kolkata-700017 as Developer mentioned therein vide Development Agreement dated 07.01.2021 registered in the office of District Sub-Registrar-III at Alipore recorded in Book no,1 Volume No.1603-2021, Pages 6700 to 6740, being no160300072 for the year 2021 and simultaneously executed Development Power in favour of Mohammed Ayub and Arshad Ali registered in the office of District Sub- Registrar-III at Alipore and recorded in Book no-1 and volume no. 1603-2021, pages no. 6661 to 6685 being no. 160300075 for the year 2021.

11. That the erstwhile Developer due to unavoidable circumstance and paucity of fund decided to cancel the said development agreement dated 07.01.2021 and simultaneously development power of attorney.

12. That the Development Agreement dated 07/01/2021 is cancelled, rescind, void and never acted upon and that the deed of cancelation dated 27.08.2024 and is recorded in Book No.I, Being No.15072 for the year 2024 is executed and simultaneously Development Power Attorney is also stood cancelled, rescind and non - effective by virtue of deed of cancellation of Development power of Attorney dated 27.08.2024 and recorded in Book No. IV Being No.15073 for the year 2024 both indenture registered in the office of District Sub Registrar – III at Alipore

A. That after due consultation amongst the parties herein it was duly decided to a execute a Fresh development Agreement and Development Power of Attorney in favour of Second Parties herein being called and referred as DEVELOPER herein after.

ARTICLE – I DEFINITION

Unless it is repugnant to or inconsistent with the context of these presents:

1. **Owner:** Shall mean the aforesaid **SH Aidul Islam (PAN NO. AA EPI6927L) (AADHAR NO. 833726747765)**, by faith – Islam, by occupation – Business, residing at 9, Miajan Ostagar Lane, Post Office – Jhowtala, Police Station- Karaya, Kolkata- 700017.
2. **DEVELOPERS:** shall mean **(1) KALIM VENTURE LLP.** a Limited Liability Partnership firm, represented by one its designated Partner **FIRDOUS KALIM (PAN : ALKPK8786E)(Aadhaar No. :**

925455349513) son of Late Md. Kalimuddin, by faith –Islam, by occupation – Business, by Nationality – Indian, residing at 61, Ripon Street, Post Office – Park Street, Police Station –Park Street, Kolkata – 700016 and **(2)MOHAMMED SAIF YOUSUF (PAN NO. AEXPY1807N) (AADHAR NO. 4871 1501 3284)**, son of Md Yousuf Jamal, by faith – Islam, by occupation- Business, by Nationality- Indian, residing at Flat No. B/C/1, 26B, Dr. Suresh Sarkar Road, Post-Entally, Kolkata-700014.

3. **SAID LAND** : shall mean **ALL THAT** piece and parcel of land measuring about 10(Ten) cottahs 3 (Three) chittaks, 32 (thirty Two) sq.ft. lying and situated at premises No. being Premises No. 30/6 , Fazlul Haque Sarani, P.S. Karaya , Kolkata -700017 , **Ward No.64**, morefully described in the schedule 'A' hereunder written.
4. **ARCHITECTS** : shall mean the Architects to be appointment by the Developer or such other Architect during the material time of construction of the proposed building or process or progress thereof being appointment by the developer only.
5. **BUILDING** : shall mean multi storied building to be constructed upon the said land under the project name of "KALIM ASPIRE" in accordance with the building plan required to be sanctioned by the Kolkata Municipal Corporation with all its variations, more fully and particularly described in the SECOND SCHEDULE hereunder written.
6. **SINAGE SPACE:** shall mean and include hording of the Developers herein for the purpose of marketing of the project & branding of the Developers at the said premises no. 30/6 ,Fazlul Haque Sarani, P.S. Karaya , Kolkata -700017.

7. **COMMON EXPENSES** : shall mean and include the cost of operating, up-keeping and maintaining the building to be constructed as aforesaid as and when required in connection with common services and facilities relating to building and shall further include all taxes, charges, salaries, premiums and other expenses payable in respect thereof or incidental thereto as fully described in the FOURTH SCHEDULE hereunder written.
8. **COMMON FACILITIES /PORTIONS** shall mean –
- (i) the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
 - (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exit of building;
 - (iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces;
 - (iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
 - (v) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
 - (vi) the water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - (vii) all community and commercial facilities as provided in the real estate project;
 - (viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;

9. **CONSTRUCTED SPACE:** shall mean the space available for independent use and occupation including the space demarcated to common facilities and services as per sanctioned plan.
10. **BUILDING PLAN :** shall mean the plan inter alia touching the construction of the building and contents thereof in the shape of flats and other space including variations therein as permissible and modification thereof, if any, as well, requiring to be sanctioned by the Kolkata Municipal Corporation in the name of the owner at the cost of the developer and other statutory variation including such modifications or variations therein as may be required to be made or directed by the said Kolkata Municipal Corporation and agreed by the owner.
11. **TRANSFER :** with its grammatical variations shall include a transfer by possession and by other lawful means adopted for effecting transfer inter alia of units in the MULTI storied building to be constructed under the project and inter alia relate to transfer of the Developer's part or share of constructed area within allocation meant for the developer or their nominee or nominees, if any, in the building to be constructed or portions or portions thereof to the intending purchasers thereof.
12. **TRANSFEREES:** shall mean the Purchasers to whom any unit and/or other spaces in the said building will be transferred in accordance with law.
13. **DEVELOPMENT AGREEMENT:** shall mean this agreement dated as has been made between the owner and the developer herein in

respect of the FIRST SCHEDULE property and construction of building thereon with terms and conditions embodied herein detailed.

14. **UNITS:** shall mean Flat/Flats and Car Parking and other spaces within the building on or at the said premises , each of them being part thereof, in fact.
15. **SUPER BUILT UP AREA :** shall mean and include in relation to the said unit or any other unit, according to the context, the built up/plinth area of the concerned unit, including the thickness of the external and internal walls thereof and columns therein, (in case any wall or column be common between two units, one half of the area covering such wall or column shall be included in the area of each such unit/flat as part or portions thereof) TOGETHERWITH proportionate share respecting such unit in staircases, landings and lobbies etc.
16. **PROPORTIONATE OR PROPORTIONATELY :** shall mean the proportion which the super built up area of any Unit to be the super built up area of all the Units in the said building provided that where it refers to share of any rates and/or taxes amongst the common expenses, then such share of the whole shall be determined on the basis of any levy be area, rental income or user, then the same shall be shared on the basis of area rental include or user of the respective Units by the Co-owner respectively.
17. **SINGULAR NUMBER :** shall include plural number and vice-versa. Female Gender in this Memorandum of the Agreement shall apply both female and male as the case may be.


18. **ROOF** : shall mean and include the roof of the entire building being Premises No.30/6 , FazlulHaqueSarani, P.S. Karaya , Kolkata -700017, excluding the space required for installation of overhead water tank, staircase and lift room at the top of the building.
19. **NOTICE** shall mean and include all notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4th day of date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known addresses of the parties hereto.
20. **COMPLETION CERTIFICATE** shall mean the Completion Certificate or such other Certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.
21. **OCCUPANCY CERTIFICATE** shall mean the Occupancy Certificate or such other Certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity.
22. **SECURITY DEPOSIT** shall mean and include the amount paid to the land owner by the Developer herein as refundable and/or adjustable amount being Rs.95,00,000/-(Rupees Ninety Five lacs) only on or before the execution of these presents.


In the interpretation of this Agreement unless the context otherwise requires :

- 1B.1 A reference to a statutory provision includes a reference to any modification, consolidation or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- 1B.2 Words denoting one gender include all other genders.
- 1B.3 Words denoting singular include the plural and vice versa.
- 1B.4 Words denoting persons include firms and corporations and vice versa and also include their respective heirs, personal representatives, successors in title, or permitted assigns as the case may be.
- 1B.5 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.
- 1B.6 Any reference to an Article, Appendix, Clause, Sub-Clause, paragraph, sub-paragraph, Schedule or Recital is a reference to an article, appendix, clause, sub-clause, paragraph, sub-paragraph, schedule or recital of this Agreement.
- 1B.7 Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made to this agreement from time to time in force.
- 1B.8 Any reference to any agreement, instrument or other document (a) shall include all appendices, exhibits and schedules thereto and (b) shall be a reference to such agreement, instrument or other document as amended, supplemented, modified, suspended, restated or novated from time to time.
- 1B.9 If any period is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day.

- 1B.10 If any time limit pursuant to the provisions of this agreement falls on a day that is not a business day (i.e. a day on which licensed banks are not open for business) then that time limit is deemed to only expire on the next business day.
- 1B.11 The schedules shall have effect and be construed as an integral part of this agreement.
- 1B.12 The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- 1B.13 Any reference to writing shall include printing, typing, lithography and other means of reproducing words in visible form.
- 1B.14 The terms "hereof", "hereby", "hereto", "hereunder" and similar terms shall refer to this Agreement as a whole, and
- 1B.15 The term "including" shall mean "including without limitation".

ARTICLE – II

2.1. **OWNER'S SHARE OR ALLOCATION:** Shall mean and include 47% in the total floor area ratio in the proposed building to be constructed and specifically demarcated accordingly. 

2.2 **DEVELOPER SHARE AND ALLOCATION :** Developer's share or allocation shall mean and include 53% being the remaining total floor area ratio in the proposed building. 

2.3 That the owner and the developers would get their respective allocation in the following manner:

- a) The Owner/First Party herein shall get Floors demarcated as below:
- (i) Entire First Floor
 - (ii) Entire Second Floor but the developer herein shall adjust its 10% share out of the first party share in the second floor.

b) The Developers/Second Parties herein shall get Floors demarcated as below:

- (i) Entire Third Floor
- (ii) Entire Fourth Floor

ARTICLE –III PERMISSION TO CONSTRUCT

3.1 That in pursuance of the said agreement and subject to the mutual obligations as are hereinafter stated between the parties hereto the owners doth hereby appoint the Developer as the exclusive Developer/ Promoter for undertaking the Development of the said premises. .

ARTICLE-IV

COMMENCEMENT AND DURATIONS

4.1 The agreement shall be deemed to have commenced on and from the date of execution of this agreement and shall cancelled, terminated and/or rescind on completion of the building or on expiry of 42 months with 6 months of Additional extension only and the said additional extension shall be granted only on the basis of recommendation made in writing by the appointed Architect for completing unfinished work.

ARTICLE-V

PLANS & OTHERS

5.1 The Developers shall at its own costs have the layout plan prepared for the Owners' Allocation on the basis of the physical survey of the said premises to be carried out and have the approval from the Owner of its Allocation prior to submitting the same to the Kolkata Municipal Corporation for sanction of the building plan.

5.2 The Developers shall at its own costs cause a map or plan to be sanctioned by the Kolkata Municipal Corporation for the purpose of

construction, erection and completion of the said New Building on the said premises. However, the Developers shall be entitled to modify, change and/or alter the same and/or cause the same to be modified or altered at its own costs, if so desired by the Kolkata Municipal Corporation or any other statutory body in the interest of the project and if there be any modification in the plan then the developers shall obtain consent in writing from the owners and it shall be discretion of the owner to accord permission or not.

5.3 The owner shall sign all maps and/or plans and/or specifications and other declarations and applications as may be necessary for sanction of the plan by the Kolkata Municipal Corporation, and the said plan shall also include amendment or alteration or modification which may be made therein from time to time.

5.4 The Developer, acting on behalf of and as the Attorney of the Owner, shall from time to time submit all further plans and/or applications and other documents and papers on the advice of the Architect, and do all further acts, deeds, things as may be required or otherwise relevant for the purpose, and/or otherwise to obtain all such clearances, sanctions, permissions as shall be necessary for the construction of the building on the said premises expeditiously and without delay.

5.5 The Developer shall submit in the name of the owner all applications, plans and other papers and documents referred to hereinabove. All fees and other expenses incurred and/or to be incurred relating to preparation of the plans by the Architect, sanction fees to be charged by the Kolkata Municipal Corporation and supervision fees in the course of construction of the building by the Architect shall be borne and paid by the Developer.

5.6 The said New Building will be constructed erected and completed in accordance with the specifications detailed out in the foregoing Development Agreement.

ARTICLE-VI

OWNER'S DECLARATION, RIGHTS AND RESPONSIBILITIES

6.1 The owner hereby declare that the said premises is now seized and possessed of or otherwise well and sufficiently entitled thereto without any disturbance hindrance in any manner whatsoever.

6.2 The owner hereby declare that the said property is free from all encumbrances , charges, liens, lispens, attachments, acquisition or requisition whatsoever and/or howsoever and has good and marketable title over the said land and building and share is no impediment under the Urban Land (Ceiling and Regulation) Act, 1976.

6.3 That the owner hereby declares and agreed that he will not grant, lease mortgage, charge or encumber the First Schedule property in any manner whatsoever during the existing/ subsistence of this agreement as well as during the construction of the building without prior written consent of the Developer.

6.4 That the owner hereby agrees introduce the developer to the existing tenants if any;

6.5 That the owner hereby declare that he will be liable and responsible for litigation, if any arose due to defects regard to title in respect of the land then the Developer will be entitled to get cost of litigation from the owner, which will be incurred by the Developer during such litigation. But if any litigation is found /arose due to developer's fault then no delay shall be consider and the owner will be at liberty to take necessary steps for completion of pending work and claim compensation from the developer.

- 6.6 That the owner hereby undertake to produce all the original deeds and documents to the Developer as and when required by the Developer and the owner will deliver the attested copy of the Title Deed at the time of execution of the Agreement and also agreed to execute Registered Development Power of Attorney for the purpose of completion of the building thereon.
- 6.7 That the owner hereby giving exclusive right to the developer to exploit the same as per terms and conditions contained in this agreement and hereby authorized the Developer to enter into agreement for sale, lease, transfer, mortgage and to dispose of the Developer's Allocation.
- 6.8 That the owner hereby agreed to execute development Power of Attorney for the purpose of obtaining building sanction plan along with right to enter into an agreement with the intending purchaser and/also for execution and registration of Deed of Conveyance in favour of the intending purchaser /purchasers in respect of Developer's Allocation only and also to present before any competent Registration Authority.
- 6.9 That the owner hereby undertakes not to revoke the power of attorney, which will be executed in favour of the Developer to act as Attorney of the owner in respect of the Developer's allocation and also agree not to revoke Development Power of Attorney until or unless Deed of Conveyance in favour of the intending purchaser/s of the Developer's allocation is to be executed and registered till the Development Agreement is in force.
- 6.10 That the owner hereby and hereto without being influenced or provoked by anybody do hereby categorically declared that the Developer shall construct the building exclusively at their Company name at its own cost, arrangement and expenses and the Developer shall have liberty to receive any amount from the purchaser/ purchasers in its own name on the

basis of this Agreement of its Allocation share only and on the strength of the Power of Attorney stated herein above conferred to or by separate power in the name of the Developer or its nominated person and the sale proceed of such Units/ shall belong to the Developer in which owner shall have no claim in all material time in future.

ARTICLE – VII

DEVELOPER'S RIGHTS, OBLIGATIONS AND DECLARATION

- 7.1 The Developer hereby agrees and covenants with the owner not to sell, transfer or assign the allocation of the Owner in this agreement or any part thereof to any person whatsoever.
- 7.2 That the Developer has done their due diligence of the land is taking up project on the basis of clear and marketable title as represented by the First Party herein.
- 7.3 The developer hereby agrees and covenants with the owner not to do any act, deed or thing whereby the owner may be prevented from enjoying or selling/ assigning and/or disposing of any of the portions within the owner's allocation in the building.
- 7.4 The Developer hereby agreed to complete the multi storied building over the property as per plan to be sanctioned by the Kolkata Municipal Corporation with due modification or amendment of the sanction plan as made or caused to be made by the Architect of the Developer.
- 7.5 The Developer here in above represented and declared that he has sound financial capacity to develop the said land without incurring any financial liabilities on owner herein.

7.6 All applications, plans, papers and documents as may required by the Developer for the purpose of sanction of revised plan addition, alteration of the building plan shall be submitted by the Developer with due signature and all costs expenses and charges be paid by the Developer and also from construction of the building thereon. It is also provided that the Developer shall be entitled to get refund the entire refundable amount, which are to be paid by the Developer.

7.7 The Developer hereby agreed to deliver possession of Owner's Allocation in the proposed new building as owner allocation in favour of nominated person of the owner within 42 months from the date of execution of this agreement with 6 (six) months of additional time only. Be it specifically mentioned that in case of causing any hindrance by the Owner and for which the construction remain stopped, in that case the delivery period will also be extended for the delayed period.

7.8 It is agreed that in the event of any damage or injury arising out of accident resulting from carelessness of the workmen or others, victimizing such workmen or any other persons whatsoever or causing any harm to the property during the course of construction of the multistoried building under the development project the developer shall have all the responsibility and liability there for and shall keep the owner, their estate and effects safe and harmless agreeing to indemnify all claims, demands, rights and actions in respect of such eventualities.

7.9 The owner shall not be responsible for any Income Tax and any other taxes in respect of the income of the Developer for selling their allocations in the proposed building.

7.10 That the notice for delivery of possession of the Owner Allocation shall be delivered by the Developers in writing or through the Advocate of the Developers either by Registered Post or Courier Service or hand delivery with acknowledgement due card and the owner are bound to take possession within 30 days from the date of services of this letter. If the owner fail to take delivery of possession or neglected to do so then it will be deemed that the owner allocation already delivered and the Developer shall be entitled to transfer the Developer's Allocation without any further notice. Moreover the owner shall have to clear all the dues, if any, due is caused due to extra work other than the specification of units as mentioned in the schedule as mentioned below.

7.11 It is agreed here that during construction works the Developers would be entitled to enter into agreement for sale in respect of Developer's allocation and to receive part payment of total consideration from the intending purchaser(s) but unless the owner's allocation is not delivered to the Owner the Developer would not execute and register Formal Deeds of Conveyance using such Power of Attorney.

7.12. The Developer shall be entitled to raised funds and/or to take loan and/or finance by virtue of this agreement as its individual loan or otherwise for which the owner shall render all co-operation and assistance. Provided, however, that the above in no way prejudicially affect right, title and/or interest of the owner in respect of the owner's allocation.

7.13 That the Developer has been authorised by the land owner herein that the Developer herein can assign its right, title and interest to any third party without any permission from the first party and/or further add co-developer for completing the project if necessary.

ARTICLE – VIII
CONSIDERATION PROCEDURE

8.1 In consideration of the owner allocation stated in this Agreement and/or consideration of any mentioned in the owner allocation, the Developer is entitled to get 60% of the floor area ratio excluding owner's allocation at the proposed building and proportionate share of the land as Developer's allocation together with right to transfer the same to the intending purchaser or purchasers.

8.2 That the existing construction to be demolished by the Developers.

8.3 That the developers herein with the execution of this agreement has already paid a sum of Rs.95,00,000 (Rupees Ninety Five lacs) only as refundable / ~~adjustable~~ interest free security deposit.



ARTICLE – IX
DEALINGS OF SPACE IN THE BUILDING

9.1 The Developers shall on completion of the building put the owner nominated person in undisputed possession within the owner allocation together with the right to enjoy the common facilities and amenities with other of the units and/or spaces.

9.2 The Developers being the party of the Second Part shall be at liberty with exclusive rights and authority to negotiate for the sale of the flats together with proportionate share of land including units provided under the Developer's allocation in the premises to any prospective buyers before, after or in course of the construction work of the said building think fit and proper. It is clearly agreed and declared by the parties herein that the entire

earnest money or initial payments or part payments thereof shall be received by the Developers save and except the share of the owner allocation.

9.3 The Developers shall at his own costs, construct and complete the building at the said premises in accordance with the sanctioned plan and due modification, if any, with such materials and with such specification assure to be mentioned in the sanctioned plan of the building hereunder written and as may be recommended by the Architect/Engineer from time to time.

9.4 That the Developers shall install erect and shall provide automatic submersible pump set with censors, underground reservoirs and overhead reservoirs, electric wiring, sanitary fittings and other facilities as are required to be provided in respect of building having self contained

9.5 The Developers will be entitled to sell the units and/or space on ownership basis in respect of its 53% share of allocation together with undivided impartible share in the land to be devolved in the Developer's allocation as mutually agreed (save and except the owner aforesaid allocation in the said project). Be it mentioned that the security money deposit for the new electricity meter connection shall be paid by the owner for their own meters.

9.6 The Developers shall be entitled to fix signboards on the said property for advertisement and insertions in newspaper and other advertisement media for making the project known to the public or for any other purpose.

ARTICLE – X
COMMON FACILITIES

10.1 The Developers shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing due on and from the date of

starting of the construction of the building and prior to that owner shall pay and clear all dues and taxes in respect of the property and after handing over the possession of the Units. All the Units owner will pay the dues according to his shares.

10.2 As soon as the respective units is completed the Developers shall give written notice to the owner requiring the owner to take possession of the owner allocation in the building and after 30 (thirty) days from the date of service of such notice and at all times hereafter the owner shall be exclusively responsible for payment of Municipal and property taxes, rates, duties, dues, electric installation charges, electric charges, bill and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as the said rates') payable in respect of the owner allocation the said rates to do apportioned with reference to the saleable space in the building, if any, are levied on the building as a whole.

10.3 The owner nominated person and the Developers or intending purchasers as nominated shall punctually and regularly pay for their respective allocation the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the owner and the Developers. The owner hereby agreed that they will indemnify against all claims, actions, demands, costs, charges and expenses and proceeding instituted by any third party against the owner for owner act for the same the developer will be entitled to get damages.-

10.4 The owner hereby further declares that they or their agent or representative or any third party on their behalf shall not do any act deed or things whereby the Developers shall be prevented from construction and completion of the said buildings as per approved plan. If the Developers is

prevented then the Owner or his legal representatives shall bound to indemnify the loss and damages for that purpose with interest.

10.5 Till the units and/or spaces of the individual owner to be separated by the Kolkata Municipal Corporation the respective units and/or space owner of the said project shall bear the proportionate share of taxes of Kolkata Municipal Corporation, building maintenance charges and other outgoing charges including the owner herein in proportion to their respective area to the Developers and the mutual decision shall be final and binding upon all.

10.6 That it specifically agreed upon that the allocation of owner shall be handed over first as per the understanding made in writing.

ARTICLE XI
COMMON RESTRICTION

11.1 The owner allocation after possession in the proposed building shall be subject to the same restriction and use as it is applicable to the Developer's allocation respective possession in the building which are as follows:

11.2 Neither party shall use or permit to the use of the respective allocation in the building or any part thereto for carrying on any obnoxious illegal and immoral trade or activities not use thereto for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

11.3 The owner shall not demolish any wall or other structural addition or alteration therein without the previous written consent from the Developer or from the competent authority or from Municipal Authority concern in this behalf.

11.4 Neither party shall transfer or permit to transfer their respective allocation unless the proposed transferee shall have given a written undertaking to the effect that such transfer shall remain bound by the terms and conditions hereto and of these presents and further that such transferee shall pay all and also shall be payable in relation to the area in each of their respective possession.

11.5 Both parties shall abide by all laws, bye laws rules and regulations of the Government statutory bodies and/or local bodies as the case may and shall be responsible for any deviation and/or breach of any other said laws and regulations.

11.6 The respective allottee or their transferees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective unit/allocation in the building in good working conditions and repair and in particulars so as not to cause any damage to the building or building indemnified from the against the consequences of any breach.

11.7 No goods or other items shall be kept by either party or their transferees for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free movement of use in the corridors and other places of common use in the building.

11.8 Neither party nor their transferees shall do or cause or permit to be done any act or things which may render void any insurance of the building or any part thereof and shall keep the other occupiers of the said harmless and indemnified from and against the consequences of any breach.

11.9 Neither party nor their transferees shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds corridors or any other portion or portions of the building.

11.10 Neither party nor their transferee/s shall permit other agent with or without workman and other at all reasonable times to enter into and upon each party's allocation and each part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing maintaining rebuilding and/or for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains as and water pipes and electric wires and for any similar purpose.

ARTICLE – XII

OWNER'S DUTY AND INDEMNITY

12.1 The owner do hereby agree and covenants with the Developer not to use cause any interference or hindrance in any manner during the construction and throughout the existence of this agreement of the said building at the said premises and if any such interference or hindrance is caused by the Owner or their respective heirs, agents, servants, representatives causing hindrance or impediments to such construction as owner will to repay entire amount invested by the Developer along with damages and interest over the amount invested by the Developer and rates of interest will be settled by the parties amicable and such calculation shall be done by Architect and/or Civil Engineer. It is also further agreed that if the Developer is prevented for making construction due to any litigation cropped

up or due to any restraining order passed by the competent Court of a competent Authority concern or any statutory body.

ARTICLE – XIII

DEVELOPER'S DUTY AND INDEMNITY

13.1 That the Developer hereby indemnity the owner against any Third Party claim in respect of the said development/ Construction Work.

13.2 If any accident and/or incident happens during construction of the proposed new building or during demolition of the old building the owner shall have no liability or responsibility for such incidents and the developer will meet all such consequences and the developer keep the owner indemnified against any action, suit, claim or Court case of whatsoever nature.

13.3 That the Owner shall have no responsibility for monetary transaction or monetary activity of the developer with intending purchaser, supplier etc. to be made by the Developer in connection with the said project.

ARTICLE – XIV

TAXES & MAINTENANCE ETC.

14.1 The Developer shall pay all rates and taxes on and from the date of receipt of vacant peaceful and khas possession of the said premises by the Developer and prior to that the owner shall be responsible for due discharge of all rates, taxes and outgoing in respect of the said premises.

14.2 The respective parties shall be liable to pay and bear all taxes, rates and other services and other outgoings payable in respect of their respective

Allocations from the said Date of Possession the Owner shall be deemed to have taken possession of the Owner's Allocation for the purpose of making payment of the rates and taxes and common expenses and maintenance charges whether actual physical possession of the Owner's Allocation is taken or not by the Owner.

14.3 The owner and the Developer shall from the Date of Possession of the Owner's Allocation maintain their respective portions at their own costs in a good and tenable state of repair.

14.4 After the proposed New Building is completed and the Owner's Allocation is delivered in a habitable condition the Developer and the owner shall form an association of the Owners/ occupants of the various flats in the said building with such rules and regulations as the Developer in consultation with the owner deems necessary and the owner and the Developer or its nominee/s shall be liable and agrees to make payment of the proportionate share of the maintenance charges payable in respect thereof.

14.5 The owner shall be liable to pay charges for electricity in or relating to the owner's Allocation proportionately relating to common parts.

ARTICLE – XV

BREACH AND CONSEQUENCES

15.1 In the event of either party to this agreement committing breach of any of their obligations under this Agreement the aggrieved party shall be entitled to specific performance and also to recover damages, compensation to make good the loss sustained by the aggrieved party on account of such breach from the party committing the breach.

15.2 In the event the Developer is unable to complete the said New Building, within the said period of 42 months or the extended period of 6 months as aforesaid in such event the developer shall be liable to pay predetermined penalty and damages to be calculated @ Rs. 100/- per day for each day of delay until issue of notice to the owner notifying the completion of the Owner's Allocation in the said New Building as agreed herein above.

15.3 In the event the Developers fails to pay the compensation money for the delay in completion of the new building at the said premises as agreed to be paid to the owner in terms of this Agreement, then the Agreement shall stand terminated and amounts paid to the owner in terms of this Agreement out of which 2% percent amount shall be forfeited in favour of the Owner and the balance amount shall be refunded back to the developer and all rights that may have been conferred on the Developers in terms of this Agreement shall ipso facto stand cancelled. The Power of Attorney issued in favour of the Developer's Nominees shall also stand automatically terminated on the termination of this Agreement.

ARTICLE – XVI
FORCE MAJEURE

16.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent of their performance of relative obligations herein being prevented by the existence of force majeure, which shall remain suspended for time being, entitling them to be suspended from their such obligations during the duration of the force majeure.

16.2 Force majeure shall mean earthquake, riot war storm, tempest, civil commotion etc., which may be beyond the control of any of the parties hereto and/or human beings.

ARTICLE – XVII

JURISDICTION

17.1 The High Court at Kolkata and its subordinate Court shall have the jurisdiction to entertain and determine all actions and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the land with existing structure)

ALL THAT piece and parcel of Revenue Free Land containing an area of 10 (ten) Cottahs 3 (three) Chittacks 32 (Thirty Two) Sq. ft. be the same a little more or less together tenanted 4 storied i.e. 2000 Sq. ft. cemented floor, 40, years existing building standing thereon situated lying at municipal premises No.30/6, Fazlul Haque Sarani formerly known as Jhowtala Road, Kolkata 700017, P.S. Karaya, Ward No.064, being C.I.T. Plot No.145 Scheme No.VIII-C, Holding No.80, Division V, Sub -Division - F, Dehi Panchannagram, District - 24 Parganas (South), Road Zone : (Park Street, Ward No.64, and butted and bounded as follows: -

On the North by : By B/2/H/9, Radha Gobind Saha Lane
On the South by : By Jhowtala Road
On the East by : By 7/H/1, New Kasia Bagan Lane
On the West by : By Premises No.P-140, C.I.T. Scheme.



THE SECOND SCHEDULE ABOVE REFERRED TO

The owner herein together with intending purchaser or purchasers entitled to common user of the common area and the common parts mentioned in the indenture shall include:

1. Staircases on all the floors.
2. Staircases landing on all floors.
3. Water pumps, water tank, water pipes overhead tank on the roof and other common plumbing installations and also pump.
4. Installation of common services viz. electricity , water pipes, sewerage, rain water pipes.
5. Lighting in the common space, passage, staircase including electric meter and fittings.
6. Common electric and box.
7. Electric wiring, meter for lighting stair cases, lobbies and other common areas (excluding those as are installed for any particular floor) and space required therefore, common walls in between the unit being the flat and any other unit beside the same on any side thereof.
8. Windows, doors , grills and other fittings respecting the common areas of the premises.
9. Electrical wiring, meters (excluding those installed for any particular Unit).
10. Life, lift well and side spaces.
11. General common elements and facilities meant for the said Unit.
 - a. All private ways, curves, sidewalls and areas of the said premises.

- b. Exterior conduits, utility lines.
- c. Exterior lighting and other facilities necessary for upkeep and safety of the said building.
- d. All elevations and facilities.
- e. All other facilities or elements or any improvement outside the unit but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
- f. The foundation, corridor, lobbies, stairways entrance and exists, path ways, footings, columns, girders, beams, supports and exterior walls beyond the said UNIT side or interior load bearing walls within the building or concrete floor slabs except the roof slab and all concrete ceilings and all staircases in the said building.
- g. The ultimate roof of the building premises shall be exclusive property of the second party herein.
- h. The CCTV facility.
- i. Security room and toilet on the ground floor of the said building premises.

THE THIRD SCHEDULE ABOVE REFERRED TO

Works specification

(SPECIFICATIONS)

Structure : Building designed on RCC foundation and frame conforming to Indian Standards and NBC; with necessary structural features

to ensure that the building is earthquake resistant and immune from lightning strikes.

Roof : Water proof with sloped IPS water proof screed concrete in 1:2:4 proportion with aqua proof admixture as recommended by manufacturer with checkered tiles or water tight ceramic tiles.

Internal walls : White cement putty over cement plastering;

External Walls : Waterproof compound to be mixed during plastering of external walls.

Exterior : Acrylic paint of superior manufacturer and brand.

Doors : Wooden frame & Flush doors with veneer/laminate pasted with Godrej/Acme Locks and stainless steel fittings; doors will be of 4" x 2.5" Malaysian Sal with cover moldings. Doors to be made anti-termite, top quality hot pressed phenol bounded flush door. (eg. Green Ply or like make.)

**THE FOURTH SCHEDULE
OWNER'S ALLOCATION:**

40% Floor Area Ratio of the said new building together with undivided proportionate share in the common area. The Owner/First Party herein shall get Floors demarcated as below:

- (i) Entire First Floor
- (ii) Entire Second Floor but the developer herein shall adjust its 10% share out of the owners share in the second floor

**THE FIFTH SCHEDULE
DEVELOPERS ALLOCATION:**

60% floor area ration of the said New Building together with undivided proportionate share in the common area. The Developers/Second Parties herein shall get Floors demarcated as below:

- (i) Entire Third Floor
- (ii) Entire Fourth Floor


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 parties herein in presence of the following

WITNESSES:

1. Md. Zahed,
5, Lollin lane,
Kolkata-700016

2. Suroj Shaha
Cowies ghat Rd. Shikpur
Howrah-71102

Shaidul Islam
SIGNATURE OF THE OWNER


Prepared by me,
A.R. Hafiz
Advocate
High Court, Calcutta
F-281/333/2002

KALIM ESTATES PVT. LTD.

Director
SIGNATURE OF THE DEVELOPERS

MEMO OF CONSIDERATION

RECEIVED of and from the within named Developer the within mentioned sum of **Rs.95,00,000/- (Rupees Ninety Five Lacs) only** being the refundable and/or adjustable amount as per memo below :

MEMO

- | | |
|---|------------------|
| 1. By way of RTGS through ICICI Bank CIT Road Branch. | Rs. 50,00,000.00 |
| 2. By way of one cheque of Axis Bank | Rs. 45,00,000.00 |
| | <hr/> |
| | Rs. 95,00,000.00 |
| | <hr/> |

(Rupees Ninety Five Lacs) only

WITNESSES: -

- 1) *Md. Zahed*
5, Collin lane
Kolkata - 700016

Shaidul Islam

SIGNATURE OF THE OWNER

- 2) *Sana Sheikh*
84, Shibpur
Howrah - 71102

SPECIMEN FORM FOR TEN FINGERPRINTS



Shaiful Islam

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



Amur

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



Najib

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



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

Major Information of the Deed

Deed No :	I-1603-14934/2024	Date of Registration	30/08/2024
Query No / Year	1603-2002298281/2024	Office where deed is registered	
Query Date	28/08/2024 9:48:29 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	BHASKAR CHONGDER BC-1 Samarpally Krishnapur Kol-700102, Thana : Baguiati, District : North 24-Parganas, WEST BENGAL. PIN - 700102, Mobile No. : 9674174110, Status :Deed Writer		
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 : 95,00,000/-]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 6,42,89,350/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 95,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Karaya, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Fajlul Haque Sarani, Road Zone : (Park Street (Ward No-64) -- Nasiruddin Lane (Ward No-64)) . . Premises No: 30/6, , Ward No: 064 Pin Code : 700017

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	10 Katha 3 Chatak 32 Sq Ft	1/-	6,42,89,350/-	Property is on Road
Grand Total :				16.8827Dec	1 /-	642,89,350 /-	

Land Lord Details :



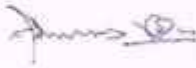



SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr SHAIDUL ISLAM Son of Mr ABDUL ISLAM Executed by: Self, Date of Execution: 30/08/2024 , Admitted by: Self, Date of Admission: 30/08/2024 ,Place : Office		 Captured	
		30/08/2024	L1 30/08/2024	30/08/2024

9, MIAJAN OSTAGAR LANE, City:- , P.O:- JHOWTALA, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700017 Sex: Male, By Caste: Muslim, Occupation: Others, Citizen of: India , PAN No.:: AAxxxxxx7L, Aadhaar No: 83xxxxxxxx7765, Status :Individual, Executed by: Self, Date of Execution: 30/08/2024 , Admitted by: Self, Date of Admission: 30/08/2024 ,Place : Office

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	KALIM VENTURE LLP 61, RIPON STREET, City:- , P.O:- PARK STREET, P.S:-ParkStreet, District:-South 24-Parganas, West Bengal, India, PIN:- 700016 Date of Incorporation:XX-XX-2XX1 , PAN No.:: AAxxxxxx6F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name FIRDOUS KALIM Son of Late MD KALIMUDDIN Date of Execution - 30/08/2024 , Admitted by: Self, Date of Admission: 30/08/2024, Place of Admission of Execution: Office	Photo  <small>Aug 30 2024 3:28PM</small>	Finger Print  <small>LTI 30/08/2024</small>	Signature  <small>30/08/2024</small>
	61, RIPON STREET, City:- , P.O:- PARK STREET, P.S:-ParkStreet, District:-South 24-Parganas, West Bengal, India, PIN:- 700016, Sex: Male, By Caste: Jain, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX3 , PAN No.:: ALxxxxxx6E, Aadhaar No: 92xxxxxxxx9513 Status : Representative, Representative of : KALIM VENTURE LLP (as PARTNERS)			
2	Name Mr MOHAMMED SAIF YOUSUF (Presentant) Son of Md YOUSUF JAMAL Date of Execution - 30/08/2024 , Admitted by: Self, Date of Admission: 30/08/2024, Place of Admission of Execution: Office	Photo  <small>Aug 30 2024 3:27PM</small>	Finger Print  <small>LTI 30/08/2024</small>	Signature  <small>30/08/2024</small>
	26/B, DR. SURESH SARKAR ROAD, City:- , P.O:- ENTALLY, P.S:-Entaly, District:-South 24-Parganas, West Bengal, India, PIN:- 700014, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX1 , PAN No.:: AExxxxxx7N, Aadhaar No: 48xxxxxxxx3284 Status : Representative, Representative of : KALIM VENTURE LLP (as PARTNERS)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr BHASKAR CHONGDER Son of Mr A Chongdar Sealdah Civil Court, City:- , P.O:- Entaly, P.S:-Entaly, District:-South 24-Parganas, West Bengal, India, PIN:- 700014		 Captured	
	30/08/2024	30/08/2024	30/08/2024
Identifier Of Mr SHAIDUL ISLAM, FIRDOUS KALIM, Mr MOHAMMED SAIF YOUSUF			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr SHAIDUL ISLAM	KALIM VENTURE LLP-16.8827 Dec

Endorsement For Deed Number : I - 160314934 / 2024

On 30-08-2024

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

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

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

Presented for registration at 14:43 hrs on 30-08-2024, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr MOHAMMED SAIF YOUSUF .

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 6,42,89,350/-

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

Execution is admitted on 30/08/2024 by Mr SHAIDUL ISLAM, Son of Mr ABDUL ISLAM, 9,MIAJAN OSTAGAR LANE, P.O: JHOWTALA, Thana: Karaya, , South 24-Parganas, WEST BENGAL, India, PIN - 700017, by caste Muslim, by Profession Others

Identified by Mr BHASKAR CHONGDER, , Son of Mr A Chongdar, Sealdah Civil Court, P.O: Entaly, Thana: Entaly, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 30-08-2024 by FIRDOUS KALIM, PARTNERS, KALIM VENTURE LLP (LLP), 61, RIPON STREET, City- , P.O:- PARK STREET, P.S:-ParkStreet, District:-South 24-Parganas, West Bengal, India, PIN:- 700016

Identified by Mr BHASKAR CHONGDER, , Son of Mr A Chongdar, Sealdah Civil Court, P.O: Entaly, Thana: Entaly, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Law Clerk

Execution is admitted on 30-08-2024 by Mr MOHAMMED SAIF YOUSUF, PARTNERS, KALIM VENTURE LLP (LLP), 61, RIPON STREET, City- , P.O:- PARK STREET, P.S:-ParkStreet, District:-South 24-Parganas, West Bengal, India, PIN:- 700016

Identified by Mr BHASKAR CHONGDER, , Son of Mr A Chongdar, Sealdah Civil Court, P.O: Entaly, Thana: Entaly, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 95,053.00/- (B = Rs 95,000.00/- , E = Rs 21.00/- , H = Rs 28.00/- , M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 95,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/08/2024 1:41PM with Govt. Ref. No: 192024250185278948 on 30-08-2024, Amount Rs: 95,021/-, Bank: SBI EPay (SBlePay), Ref. No. 1211865583133 on 30-08-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 74,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 36183, Amount: Rs.100.00/-, Date of Purchase: 15/05/2024, Vendor name: S MUKHERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/08/2024 1:41PM with Govt. Ref. No: 192024250185278948 on 30-08-2024, Amount Rs: 74,921/-, Bank: SBI EPay (SBlePay), Ref. No. 1211865583133 on 30-08-2024, Head of Account 0030-02-103-003-02

Debasish Dhar
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 1603-2024, Page from 395630 to 395672

being No 160314934 for the year 2024.



Dhar

Digitally signed by Debasish Dhar.
Date: 2024.09.05 11:01:01 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 05/09/2024

DISTRICT SUB-REGISTRAR

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

West Bengal.