



## পশ্চিমবঙ্গ পশ্চিম বংগাল WEST BENGAL

AR 357016

11/21/2023

11/12/2023 / 2023 Certified that the document  
2016124 / 2023 Registration. The signature sheets and the  
endorsement sheets attached with the  
document are the part of this document.

## AGREEMENT FOR DEVELOPMENT

District Sub-Registrar-IV  
Registrar U/S 7 (2) of  
Registration 1908  
Alipore, South 24 Parganas

11. DEC (1972) *Adm*

**THIS AGREEMENT FOR DEVELOPMENT** made on this the 11  
day of December, 2023 (Two Thousand and Twenty Three) of the  
Christian era

8 DEC 2023

No 12670

₹ 100/- Date.....

Name : Alomgir Fakir

Address : Pendirkhati, maheshtala  
KOL-66.

Vendor .....

Alipore Collectorate, 24 Pgs. (South)

**SUBHANKAR DAS**

STAMP VENDOR

Alipore Police Court, KOL-27



District Sub-Registrar-IV  
Registrar U/S 7 (2) of  
Registration 1908  
Alipore South 24 Parganas

11 DEC 2023

**BETWEEN**

**PRIMARK GRMENTS PRIVATE LIMITED**, having Pan No. AAFCP4805Q a company incorporated under the Companies Act, 1956, having its registered office at V-19A, S.A. Farooque Road, Police Station - Nadial, formerly Metiabruz, Kolkata-700018 duly represented by its one of its directors **ALAMGIR FAKIR** (Aadhaar No. 7038 4776 4400) (Pan No. AADPF8986B) son of Late Jaynal Abedin Fakir, by faith- Muslim, by occupation - Business, by nationality - Indian, residing at Padirhati, Santoshpur Road, Police Station - Rabindranagar, Kolkata-700066 hereinafter called and referred to as the "**OWNERS**" (which terms and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, successors, successors-in-office, administrators, legal representatives and assigns) of the **ONE PART**

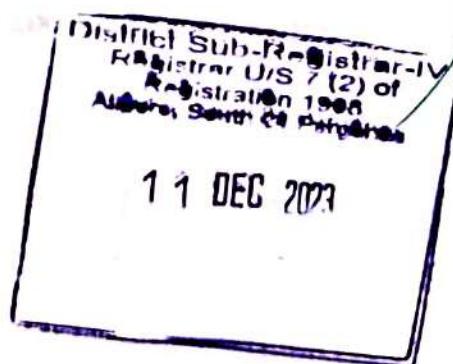
**AND**

**KAIZER REALTY LLP**, Limited Liability Partnership Firm, registered under the Registrar of Companies, Kolkata having its registered office at 23, Circus Avenue, P.S. Karaya, Kolkata-700017 having Pan No. ABAFK8680M duly represented by one of its partner Mr. GOLAM KIBRIYA, (Aadhaar No. 4535 0621 8508) (Pan No. CQAPK6942F),

FOR JBB P/L

RECEIVED

RECEIVED AT THE STATE REGISTRATION DEPT.  
THE STATE REGISTRATION DEPARTMENT GOVERNMENT OF  
THE STATE OF JHARKHAND ON THE DATE OF 11/12/2023  
BY MR. CHANDRABHAGA DAS, DISTRICT SUB-REGISTRAR OF  
REGISTRATION DEPT. OF JHARKHAND. INFORMATION CONTAINED  
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ARE NOT TO BE USED AS EVIDENCE IN ANY COURT OF LAW.



son of Golam Mursheed by faith – Muslim, by occupation – Business, by nationality – Indian, residing at Tower No.1, Flat No. 14F, South City, 375, Prince Anwar Shah Road, Jodhpur Park, Kolkata-700068 hereinafter called and referred to as the "**DEVELOPER**" (which terms and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, successors, successors-in-office, administrators, legal representatives and assigns) of the **OTHER PART**.

**WHEREAS** one Ananta Kumar Dutta and others were well seized and possessed of **ALL THAT** piece and parcel of bastu land measuring 10 Cottahs 08 Chittaks together with brick built structure standing thereon which included four premises nos. namely (i) **ALL THAT** piece and parcel of bastu land measuring about 02 Cottahs 10 Chittaks together with 450 square feet brick built tile sheds residential structure standing thereon lying and situate at premises No. 70C, Tiljala Road, Kolkata-700046, (ii) **ALL THAT** piece and parcel of bastu land measuring about 03 Cottahs 07 Chittaks together with 500 square feet brick built tiles shed residential structures standing thereupon lying and situate at premises no. 85/1B, Dr. Bires Guha Street, formerly known as 85/1B, Dilkhusa Street, Kolkata-700046, (iii) **ALL THAT** piece and parcel of bastu

land measuring about 02 Cottahs 04 Chittaks together with 425 square feet brick built tiles shed residential structures standing thereon lying and situate at premises no. 85C, Dr. Biresh Guha Street, formerly known as 85C, Dilkhusha Street, Kolkata-700046 and (iv) **ALL THAT** piece and parcel of bastu land measuring about 02 Cottahs 03 Chittaks together with 425 square feet brick built tiles shed residential structures standing thereon lying and situate at premises no. 85D, Dr. Biresh Guha Street, formerly known as 85D, Dilkhusha Street, Kolkata-700046 and all four premises situate within the jurisdiction of Beniapukur Police Station at present within Ward no. 64 of Kolkata Municipal Corporation, Borough-I, within the jurisdiction of Additional District Sub-Registrar, Sealdah, Collectorate Holding no. XII, Sub-Division "A", Division - IV, Dihi Panchannagram in the District of South 24 Parganas more fully and particularly described in the First Schedule hereunder written and hereinafter for brevity referred to as the "**Said Property**".

**AND WHEREAS** while thus seized and possessed of the said property measuring 10 Cottahs 08 Chittaks together with brick built structure standing thereon and every part thereof the said erstwhile the said Ananta Kumar Dutta and others sold and transferred **ALL THAT** piece and parcel of bastu land measuring more or less 02

Cottahs 10 Chittaks together with brick built structure standing thereon lying and situate at Premises No. 70C, Tiljala Road, Kolkata-700046 in favor of Messrs Nirex Industries Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at no 70C Tiljala Road, Kolkata-700046, by way of a Deed of Sale registered on 11.04.1984, at the office of Sub-Registrar, Sealdah, South 24 Parganas and recorded in Book No-I, Volume No-II, Pages 70 to 80, Being No-254 for the Year 1984 free from all encumbrances together with delivery of possession.

**AND WHEREAS** while thus seized and possessed of the said property measuring a total of 10 Cottahs 8 Chittaks of land with structure and every part thereof the said erstwhile owners Ananta Kumar Dutta & others sold and conveyed **ALL THAT** piece and parcel of bastu land measuring more or less 3 Cottahs 07 Chittaks along with brick built structure standing thereon situate and lying at premises no. 85/1B, Dilkhusha Street, Kolkata-700046, now known as 85/1B, Dr. Bires Guha Street, Kolkata-700046 in favor of Messrs Nirex Industries Private Limited by way of a Deed of Sale registered on 10.04.1984 at the office of Sub-Registrar, Sealdah, South 24 Parganas and recorded in Book No-I, Volume No-7, Pages 232 to

241, Being No-258 for the Year 1984, free from all encumbrances together with deliver of possession.

**AND WHEREAS** while thus seized and possessed of the said property measuring a total of 10 Cottah 8 Chittaks of land with structure and every part thereof the said erstwhile owners Ananta Kumar Dutta & others sold and conveyed **ALL THAT** piece and parcel of bastu land measuring more or less 2 Cottahs 4 Chittaks together with brick built structure standing thereon situate and lying at premises no. 85C, Dilkhusha Street, now known as 85C, Dr. Bires Guha Street, Kolkata-700046 in favor of the said Messrs Nirex Industries Private Limited by way of Deed of Sale registered on 11.04.1984 at the office of Sub-Registrar, Sealdah, South 24 Parganas and recorded in Book No-I, Volume No-6, Pages 245 to 258, Being No-252 for the Year 1984 free from all encumbrances together with delivery of possession.

**AND WHEREAS** while thus seized and possessed of the said property measuring a total of 10 Cottah 8 Chittaks of land with structure and every part thereof the said erstwhile owners Ananta Kumar Dutta and others sold and conveyed **ALL THAT** piece and parcel of bastu land measuring more or less 2 Cottahs 3 Chittaks together with brick built structure standing thereon situate and lying

at premises no. 85D, Dilkhusa Street, now known as 85D, Dr. Bires Guha Street, Kolkata-700046 in favor of the said Messrs Nirex Industries Private Limited by way of a Deed of Sale registered on 11.04.1984 at the office of Sub-Registrar, Sealdah, South 24 Parganas and recorded in Book No-I, Volume No-10, Pages 216 to 226, Being No-253 for the Year 1984, free from all encumbrances together with delivery of possession.

**AND WHEREAS** thus said erstwhile owners Ananta Kumar Dutta and others sold and conveyed all their 10 Kottah 8 chittaks of land with structure standing thereon under four premises nos. namely (i) 70C, Tiljala Road, Kolkata-700046, (ii) 85/1B, Dilkhusa Street, now known as 85/1B, Dr. Bires Guha Street, Kolkata-700046, (iii) 85C, Dilkhusa Street, 85C, Dilkhusa Street, now known as 85C, Dr. Bires Guha Street, Kolkata-700046 and (iv) 85D, Dilkhusa Street now known as 85D, Dr. Bires Guha Street, Kolkata-700046 in favor of the said company Messrs Nirex Industries Private Limited in four registered Deed of Sale free all encumbrances together with delivery of possession and by these transfer, they lost all their rights, interests and possession with regard to the said property measuring 10 Cottah 8 Chittaks of land together with structure standing thereon.

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**AND WHEREAS** after the purchase of the land measuring 10 Cottah 8 Chittaks together with structure standing thereon by the aforementioned four registered Deeds of Sale, the said company Messrs Nirex Industries Private Limited became the absolute owner and got its name mutated in the record of the Calcutta Municipal Corporation now called Kolkata Municipal Corporation after paying regular taxes and rents there from and exercising all rights of Ownership and had been in absolute possession in respect of the said property since its purchase.

**AND WHEREAS** after the purchase of the said four premises containing total bastu land measuring 10 Cottah 8 Chittaks be a same a little more or less together with structures thereupon, the said company Messrs Nirex Industries Private Limited adopted a resolution on 22.03.1995, with the Board of Directors' meeting to sell, transfer, convey, assure and assign the said property in favor of Messrs Chinar Polymers Private Limited, a company incorporated under the Companies Act, 1956 at an agreed consideration free from all encumbrances together with the delivery of possession of the said property.

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**AND WHEREAS** accordingly the said Messrs Nirex Industries Private Limited sold, transferred and conveyed the said property being the said four premises mentioned above by way of a Deed of Sale executed, presented and registered on 6<sup>th</sup> day of November, 1995 presented by P.N. Wattal at the office of the Registrar of Delhi and subsequently it was authenticated by the Collector, District Registration Cell, South 24 Parganas, West Bengal and the same was recorded in Book No-I, Volume No-1362, Pages 144 to 160, Being No-3025 for the Year 1995 in favor of Messrs Chinar Polymers Private Limited free from all encumbrances together with delivery of possession.

**AND WHEREAS** thus the said Messrs Chinar Polymers Private Limited purchased the said four premises namely (i) **ALL THAT** piece and parcel of bastu land measuring about 02 Cottahs 10 Chittaks together with brick built tile shed residential structures standing thereon lying and situate at Premises No. 70C, Tiljala Road, Kolkata-700046 by virtue of a registered Deed of Sale Being No-254 for the year 1984, (ii) **ALL THAT** piece and parcel of bastu land measuring about 03 Cottahs 07 Chittaks together with brick built tiles shed residential structures standing thereupon lying and situate at Premises No. 85/1B, Dr. Bires Guha Street, formerly known as

85/1B, Dilkhusha Street, Kolkata-700046 by virtue of a registered Deed of Sale Being No-258 for the Year 1984, (iii) **ALL THAT** piece and parcel of bastu land measuring about 02 Cottahs 04 Chittaks together with brick built tiles shed residential structures standing thereon lying and situate at Premises No. 85C, Dr. Bires Guha Street, formerly known as 85C, Dilkhusha Street, Kolkata-700046 by virtue of a registered Deed of Sale Being No-252 for the Year 1984 and (iv) **ALL THAT** piece and parcel of bastu land measuring about 02 Cottahs 03 Chittaks together with brick built tiles shed residential structures standing thereon lying and situate at Premises No. 85D, Dr. Bires Guha Street, formerly known as 85D, Dilkhusha Street, Kolkata-700046 by virtue of a registered Deed of Sale Being No-253 for the Year 1984, totaling an area of 10 Cottahs 8 Chittaks from the said company Messrs Nirex Industries Private Limited together with delivery of possession and became sole and absolute owner from all encumbrances mutating its name with the Kolkata Municipal corporation after paying taxes and rents in favor of the Government of West Bengal and at the office of Kolkata Municipal Corporation.

**AND WHEREAS** the said Messrs Chinar Polymers Private Limited became the absolute owners of and lawfully seized and

possessed of or otherwise well and sufficiently entitled to the said four premises without any claim, demand, attachment, encumbrances whatsoever from any corner.

**AND WHEREAS** the Board of Directors of the said Messrs Chinar Polymers Private Limited resolved on 11<sup>th</sup> November, 2010 to sell, convey, assure and assign its above mentioned property at a valuable consideration.

**AND WHEREAS** accordingly by virtue of a Deed of Conveyance dated 31.01.2011 registered in the Office of the District Sub-Registrar-III of South 24 Parganas, West Bengal and recorded in Book no. I, CD Volume number – 2, Pages from 4360 to 4403, Being no. 00755 for the year 2011, the said Messrs Chinar Polymers Private Limited sold, transferred, conveyed, assigned and assured unto and to the use of the Owner namely **PRIMARK GARMENTS PRIVATE LIMITED** free from all encumbrances, together with all liberties, privileges with all using rights of ingress and egress including all easement right, title, interest, possession.

**AND WHEREAS** thus the Owner herein became and is now the absolute owner of and lawfully seized and possessed of or otherwise well and sufficiently entitled to the said four premises more fully

described in the First Schedule hereunder written without any claim, demand, attachment, encumbrances whatsoever from any corner.

**AND WHEREAS** the present Owner doth hereby declare that the said four premises are free from all encumbrances, attachments, liens, trust and acquisition and requisition and the same are not the subject matter to any suit either disposed of or pending in any court of law. Be it mentioned that there is no order or injunction restraining the owner in any way from transferring and/or alienating the said four premises or whatsoever. The said four premises are free from all encumbrances and the Owner has absolute right and authority to enter into this agreement with the Developer for the development of the same.

**AND WHEREAS** the Owner herein decided to construct a new multistoried building thereon by demolishing the existing very old, damaged and dilapidated structures standing thereon in the said four premises for its better beneficial use of residential accommodation and/or commercial purpose and other purposes as the case may be and by knowing the intention of the Owner, the Developer being sufficiently conversant and in adequate financial position approached the Owner for making construction of a multistoried building thereof by demolishing the existing old and

dilapidated structures situated at the said four premises which are contiguous to each other and lying side by side and as such the Owner and Developer have agreed on the terms and condition as hereunder appearing.

**NOW THIS DEVELOPMENT AGREEMENT WITHNESSETH**

and it is hereby agreed by and between the parties hereto as follows:

**ARTICLE - I**

**(DEFINITIONS)**

Unless in these presents it is repugnant to or inconsistent the following words and/or expression shall mean as hereinafter mentioned.

**1.1. OWNER** shall mean the above named Owner and its executors, successors, successors-in-office, administrators, legal representatives and assigns.

**1.2. DEVELOPERS** shall mean the above named Developer and its executors, successors, successors-in-office, administrators, legal representatives and assigns.

**1.3. THE PROPERTY** shall mean the above mentioned property being **ALL THAT** piece and parcel of bastu land measuring 10

Cottahs 08 Chittaks together with brick built structure standing thereon which included four premises nos. namely (i) **ALL THAT** piece and parcel of bastu land measuring about 02 Cottahs 10 Chittaks together with 450 square feet brick built tile sheds residential structure standing thereon lying and situate at Premises No. 70C, Tiljala Road, Kolkata-700046, (ii) **ALL THAT** piece and parcel of bastu land measuring about 03 Cottahs 07 Chittaks together with 500 square feet brick built tiles shed residential structures standing thereupon lying and situate at Premises No. 85/1B, Dr. Bires Guha Street, formerly known as 85/1B, Dilkhusa Street, Kolkata-700046, (iii) **ALL THAT** piece and parcel of bastu land measuring about 02 Cottahs 04 Chittaks together with 425 square feet brick built tiles shed residential structures standing thereon lying and situate at Premises No. 85C, Dr. Bires Guha Street, formerly known as 85C, Dilkhusa Street, Kolkata-700046 and (iv) **ALL THAT** piece and parcel of bastu land measuring about 02 Cottahs 03 Chittaks together with 425 square feet brick built tiles shed residential structures standing thereon lying and situate at Premises No. 85D, Dr. Bires Guha Street, formerly known as 85D, Dilkhusa Street, Kolkata-700046 and all four premises situate within the jurisdiction of Beniapukur Police Station at present within Ward no. 64 of Kolkata Municipal Corporation, Borough-I, within the

jurisdiction of Additional District Sub-Registrar, Sealdah, Collectorate Holding no. XII, Sub-Division "A", Division - IV, Dihi Panchannagram in the District of South 24 Parganas.

**1.4. THE BUILDING** shall mean the multi-storeyed building to be constructed upon the said property in accordance with the Building Sanction Plan which will be sanctioned by the Kolkata Municipal Corporation at the costs of the Developer.

**1.5. THE UNIT** shall mean the partly or wholly constructed flat/apartment/room/Shop/Garage etc. in the building (which is agreed to be completed by the Developers) and also include a proportionate share of land and also in common portions of the said property and structures whatsoever the case may be.

**1.6. PROPORTIONATE OR PROPORTIONATE PORTION OR PORTIONATELY** shall mean the ratio between the built up area of the Unit and the total ~~constructed~~ portion within the said property.

**1.7 LAND** shall mean the land comprised in the four premises having an area measuring more or less **10 Cottahs 08 Chittaks** bastu land together with brick built tiles shed residential structures comprised within Kolkata Municipal Corporation Premises Nos. (i) 70C, Tiljala Road, Kolkata-700046, (ii) 85/1B, Dr. Bires Guha

Street, formerly known as 85/1B, Dilkhusa Street, Kolkata-700046,

(iii) 85C, Dr. Bires Guha Street, formerly known as 85C, Dilkhusa Street, Kolkata-700046 and (iv) 85D, Dr. Bires Guha Street, formerly known as 85D, Dilkhusa Street, Kolkata-700046.

**1.8. The COMMON PORTION** shall mean all the common areas and installations to comprise in the premises after the development.

**1.9. MAP/PLAN** shall mean the Building Plan to be sanctioned by the Kolkata Municipal Corporation showing the Flats, Apartments Rooms, units, Garages, Godown etc. in each floor.

**1.10. THE ARCHITECT** shall mean such Architect or Architects appointed by the Developer as architect for the building or such other architect as may be appointed by the Developer and the costs thereof will be borne by the Developer.

**1.11. SALEABLE SPACE** shall mean the space in the building available for independent use and occupation after making due provision for common areas and facilities and space required therefore.

**1.12. OWNER'S ALLOCATION** shall mean that owner shall get 50% (including proportionate share of the common areas) of

constructed areas on each floor of the proposed multi-storied building including proportionate imitable undivided share in the land underneath. The Owner shall be paid a sum of Rs.50,00,000/- (Rupees Fifty Lakh) only and the said money is adjustable against the owner's allocation.

**1.13. DEVELOPERS' ALLOCATION** shall mean that the Developer shall get 50% (including proportionate share of the common areas) of constructed areas on each floor of the proposed multi-storied building including proportionate imitable undivided share in the land underneath.

**1.14. TRANSFER WITH ITS GARMMATICAL VARIATION** shall mean adopted for effecting what is understood as a transfer of undivided share of land in multi-storied building belonging to the Developer's allocation to the purchasers thereof by execution and registering Deed of Conveyance.

**1.15. TRANSFEREE** shall mean the person or persons, firm, limited company or association of persons to whom any space in the building shall be transferred belonging to the Developer's allocation.

**1.16. SINGULAR** shall mean and include the plural and vice versa.

**1.17. MASCULINE** shall mean the feminine and vice versa.

**1.18. ADVOCATE** shall mean the Advocate or Advocates of the Developer who shall deal with all matters relating to drafting of all documents and registration of all conveyances and documents in respect of the Developer's allocation.

### **ARTICLE - II**

#### **COMMENCEMENT**

**II.1.** This Agreement shall be deemed to have commenced on and from the date of execution of this present Agreement. The construction of the new building shall be completed within 24 months from the date of obtaining the Building Sanction Plan. The sanctioned Plan including this agreement may be renewed if necessary for the purpose of completion of entire the project.

### **ARTICLE - III**

#### **OWNER'S RIGHT AND REPRESENTATIONS**

**III.1.** The Owner is absolutely seized and possessed of and for otherwise well and sufficiently entitled to enjoy and transfer the said property or any part of it.

**III.2.** That excepting the Owner nobody else has right, title and interest, claim or demand whatsoever or howsoever into or upon the said property.

**III.3.** The said property is free from all encumbrances, charges, liens, lis pendents, attachments, trusts, whatsoever or howsoever.

**III.4.** There is no excess vacant land in the said property within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976.

**III.5.** The Owner doth hereby undertake to handover the peaceful possession of the said property as per direction of the Developer for the purpose of raising a new construction at the said property by the Developer. The Owner shall handover all the original documents of the said property on the day of execution of this present Agreement.

**III.6.** The Owner further undertakes to execute one registered Power of Attorney in favour of Developer thereby conferring all powers together with right, authority to sell any flat/shop/Garage/Godown/unit and proportionate undivided share of Land under the **First Schedule** and also shall have right to give the right common user, common areas, things annexed with the **First Schedule** property for the interest and benefit of the proposed purchaser or purchasers in respect of the Developers' allocation.

**III.7.** The Developer shall have full right to register the Deed of Conveyance and any other deed or deeds in respect of the Developer's allocation.

**III.8.** The Owner and/or and its executors, successors, successors-in-office, administrators, legal representatives and assigns shall not make any dispute/objection during the period of construction and if they do so, they will be liable to pay all the demurrage charges of the Developer for hampering the construction work till that date to the Developer herein along with the market interest thereof, but the Owner's interest will not effected by any way.

**III.9.** The Owner shall clear up all taxes of Kolkata Municipal Corporation up to date of obtaining sanction plan and there be any due and payable by the Owner and those shall be adjusted from the Owner's allocation.

#### **ARTICLE - IV**

##### **BUILDING**

**IV.1.** The Developer shall at its own cost construct, erect and complete the building and the common facilities and also amenities upon the said property with good and standard quality of materials.

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**IV.2.** The Developer shall install and erect the said building at its own cost and provide motor pump, Storage Tanks, Overhead Reservoirs, Electrification, Permanent Electric Connection from the C.E.S.C. Ltd. and electrification in the building and also in the respective flats through concealed wirings and other facilities as are required to be provided in a Residential multi-storied building in Kolkata in ownership basis of otherwise according to West Bengal Apartment Ownership Act. The Owner herein shall bear the proportionate cost/charges for its respective electric meter/meters and shall also pay the proportionate charges of new cable.

**IV.3.** The Developer shall bear the entire cost of construction including Architect's fees for the building if any, water, fire and scavenging charges etc.

#### **ARTICLE - V**

##### **LEGAL PROCEEDINGS**

**V.1.** It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer to defend all actions, motions and proceedings, which may arise in respect of the development of the said property and all cost, charges and expenses incurred for that purpose shall be borne and paid by the Developer alone. The Owner shall be bound to put the signature in necessary

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papers and documents and it shall also be bound to co-operate with the Developer. If the Developer violates any terms and conditions as stipulated in this agreement or the Owner violates any terms and conditions as stipulated in this agreement, the parties are at liberty to agitate their grievances before the Arbitrator and the Arbitrator's decision will be final and binding upon the respective parties.

#### **ARTICLE - VI**

##### **DEVELOPER'S INDEMNITY**

**VI.1.** The Developer do hereby undertake to keep the Owner indemnified against all third party claim and actions arising out and any sort of act of commission of the Developer or relating to the construction of the building.

**VI.2.** The Developer doth hereby undertake to keep the Owner indemnified against all acts, suits, costs, proceedings and claims that may arise out of the Developers' actions with regard to the development of the said property and/or in the manner of construction of the said building and/or any defect therein.

#### **ARTICLE - VII**

##### **MISCELLANEOUS**

**VII.1.** The Owner and the Developer has entered into this Agreement purely on contractual basis and nothing contained herein shall be



deemed to construe as partnership between the Developer and the Owner or as a Joint Venture between the parties hereto in any manner nor shall the parties hereto constitute an Association of persons.

**VII.2.** The Owner doth hereby undertake to do all such acts, deeds, matters, and things that may be reasonably required to be done in the matter and the Owner shall execute any such additional Authorization in favour of the Developer for the purpose and the Owner also undertakes to sign and execute all such additional applications and others documents as the case may be, provided that all such acts, deeds and things do not any way infringe on the right of the Owner and/or against the spirit of this Agreement.

**VII.3.** The Developer in consultation with the Owner shall frame a scheme for the management and administration of the said building and/or common parts thereof. The Owner doth hereby agree to abide by the rules and regulations of such Management, Society, Association and Holding Organization and hereby give its consent to abide by the same.

**VII.4.** It is expressly agreed by the Owner that it will not cancel the said Agreement for Development and Power of Attorney till the sale

and disposal of the Developer's allocation. If the cancellation occurs, the Owner shall be bound to show the reasonable ground against cancellation of the Development Agreement.

**VII.5.** The name of the building and the design of the building shall be decided by the Developer.

**VII.6.** As and from the date of completion of the building the Developer and/or its transferees and the Owner and/or its transferees and successors shall each be liable to pay and bear proportionate charges on account of municipal tax and wealth tax and other taxes payable in respect of his respective areas and/or shares of the constructed areas.

**VII.7.** There is no existing Agreement regarding Development or sale of the said property and that all other arrangements if any, prior to this Agreement have been cancelled and are being suspended by this Agreement.

**VII.8.** The Developer shall demolish the exiting old dilapidated building at his cost and responsibility and all the old building materials shall belong to the Developer.

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**ARTICLE - VIII****FORCE MAJEURE**

**VIII.1.** Force Majeure (viz. flood, earth quake, pandemic deceases, riot, war, tempest, uncontrollable civil commotion and any act of God which is beyond the control of the human being) if the Developers fail to complete the construction within 24 months from the date of execution of this present Agreement of the said property, the extension of time shall be granted by the Owner as a grace period 6 (Six) months time or more for completion of the work.

**VIII.2.** Force Majeure shall mean flood, earthquake, riot, war, tempest, pandemic situation, lockdown, restricted terms and conditions of the Government, civil commotion and strike only.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** piece and parcel of bastu land measuring 10 Cottahs 08 Chittaks together with brick built structure standing thereon which included four premises nos. namely (i) **ALL THAT** piece and parcel of bastu land measuring about 02 Cottahs 10 Chittaks together with 450 square feet brick built tile sheds residential structure standing thereon lying and situate at Premises No. 70C, Tiljala Road, Kolkata-700046, (ii) **ALL THAT** piece and parcel of bastu land measuring



about 03 Cottahs 07 Chittaks together with 500 square feet brick built tiles shed residential structures standing thereupon lying and situate at premises no. 85/1B, Dr. Bires Guha Street, formerly known as 85/1B, Dilkhusa Street, Kolkata-700046, (iii) **ALL THAT** piece and parcel of bastu land measuring about 02 Cottahs 04 Chittaks together with 425 square feet brick built tiles shed residential structures standing thereon lying and situate at premises no. 85C, Dr. Bires Guha Street, formerly known as 85C, Dilkhusa Street, Kolkata-700046 and (iv) **ALL THAT** piece and parcel of bastu land measuring about 02 Cottahs 03 Chittaks together with 425 square feet brick built tiles shed residential structures standing thereon lying and situate at premises no. 85D, Dr. Bires Guha Street, formerly known as 85D, Dilkhusa Street, Kolkata-700046 and all four premises situate within the jurisdiction of Beniapukur Police Station at present within Ward no. 64 of Kolkata Municipal Corporation, Borough-I, within the jurisdiction of Additional District Sub-Registrar, Sealdah, Collectorate Holding no. XII, Sub-Division "A", Division - IV, Dihi Panchannagram in the District of South 24 Parganas which is the butted and bounded as follows:

**ON THE NORTH:** By 4' wide passage

**ON THE SOUTH:** By Dr. Bires Guha Street, Kolkata

**ON THE EAST:** By 4' wide passage

**ON THE WEST:** By 10' wide passage

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(SPECIMEN OF CONSTRUCTION)**

**FOUNDATION:** The building will be R.C.C. structure frame work on R.C.C. foundation, Footings/Isolated footings.

**BRICK WORK:** All the external wall shall be 8" thick and internal partition walls will be 5"/3".

**PLASTER:** The outside of the building will be coated with cement plaster whereas the inside wall will be coated with paris over cement plastering.

**FLOORING:** All the floors of bed rooms, living cum dining room, kitchen, balcony, toilet, stair case and landings will be marble finished.

**ROOF:** to be finished with net cement.

**WALL:** All inside walls of the Flat shall be finished with Putti. Toilet and W.C. wall would be finished with colour glaze tiles up to 6' feet height from the dados. The kitchen wall will be fitted by tiles up to 3' feet height from the cooking platform and the slab will be fitted by black stone.

**DOORS WITH FRAME:** Commercial ply doors and Aluminium sliding window with box grill.

**KITCHEN:** One black stone would be provided in the kitchen and back wall of the oven slab top would be finished with by tiles up to 3' height, one stainless steel sink of required size shall be provided in the kitchen. One bib cock will fit just with the sink.

**EXTRA WORKS:** Any extra work other than the standard specification shall be charged extra and such amount shall be deposited before the execution of work.

**IN WITNESSES WHEREOF** the Owner and the Developers hereto have hereunto set and subscribed their respective hands and signatures on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

at Kolkata in the presence of the

**WITNESSES:**

1. S. K. Arshad  
43/2/3 GURUPRASA  
HOTEL & RESTD.  
Kol - 700026.
2. S.K. Arshad  
26A, North Range  
Kolkata - 17
- 3.

PRIMARK GARMENTS PVT. LTD.

Alomgiz Arshad  
Director

**SIGNATURE OF THE OWNER**

**KAIZER REALTY LLP**

Jolani Kibria

Designated Partner

**SIGNATURE OF THE DEVELOPER**

Drafted by me,

Navaid Arshad  
Arshad  
(NAVAID ARSHAD)  
WB - 055/200/

**MEMO**

**RECEIVED** a sum of Rs 25,00,000/- (Rupees Twenty-Five Lakhs) only being booking money from the within named Developer / First Party against the above mentioned **SCHEDULE** Property in the following memo :-

Paid by DD dated 30.10.23 vide No. 505844      Rs.25,00,000/-  
drawn on ICICI Bank

**TOTAL** Rs. 25,00,000/-

(Rupees Twenty-Five Lakhs) only

**WITNESSES :**

1. *S. K. Patel*

PRIMARK GARMENTS PVT. LTD.

*Alamgir Patel*

Director

2. *Ch. Arvind Patel*

**SIGNATURE OF THE OWNER**

Thumb

1<sup>st</sup> finger Middle Finger Ring Finger Small Finger

PHOTO

left hand					
right hand					

Name .....

Signature .....

Thumb

1<sup>st</sup> finger

Middle Finger

Ring Finger

Small Finger



left hand					
right hand					

Name .....

Signature .....

PRIMARK GARMENTS PVT. LTD.

PRIMARK GARMENTS PVT. LTD.

*Alamgir Begum* color

Thumb Director

1<sup>st</sup> finger

Middle Finger

Ring Finger

Small Finger



left hand					
right hand					

Name .....

KAIZER REALTY LLP

Signature .....

*Golam Rabbani*  
Designated Partner

Thumb

1<sup>st</sup> finger

Middle Finger

Ring Finger

Small Finger



left hand					
right hand					

Name .....

Signature .....

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



192023240310938558

GRN Details

GRN:	192023240310938558	Payment Mode:	SBI Epay
GRN Date:	07/12/2023 15:11:46	Bank/Gateway:	SBIEPay Payment Gateway
BRN :	1638131960815	BRN Date:	07/12/2023 15:12:55
Gateway Ref ID:	0764645737	Method:	ICICI Bank - Corporate NB
GRIPS Payment ID:	071220232031093854	Payment Init. Date:	07/12/2023 15:11:46
Payment Status:	Successful	Payment Ref. No:	2003016124/1/2023

[Query No/\*/Query Year]

Depositor Details

Depositor's Name:	Mr Golam Kibriya
Address:	375, Prince Anwar Shah Road, Kolkata 700068
Mobile:	9674300119
Period From (dd/mm/yyyy):	07/12/2023
Period To (dd/mm/yyyy):	07/12/2023
Payment Ref ID:	2003016124/1/2023
Dept Ref ID/DRN:	2003016124/1/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003016124/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	74921
2	2003016124/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	50021
<b>Total</b>				<b>124942</b>

IN WORDS: ONE LAKH TWENTY FOUR THOUSAND NINE HUNDRED FORTY TWO  
 ONLY.