

013517/21 NC-3527/21


I 13455/2021



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

H 264704

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


District Sub-Register-III
2/2 pore, 13 South 24-parganas

**DEVELOPMENT AGREEMENT WITH
DEVELOPMENT POWER OF ATTORNEY**

**THIS AGREEMENT FOR DEVELOPMENT WITH
DEVELOPMENT POWER OF ATTORNEY is made on
13th day of December, Two Thousand and Twenty
One (2021).**

BETWEEN

Inwawal Haque
Ajwal Haque
Shiveen Munir
Shairat Munir Haque

KALIM INFRASTRUCTURE (P) LTD.

Abdullah Kalim
Director

Abd Gashor Alaw

(1) **IMRANUL HAQUE (PAN : ABOPH8095F) (AADHAAR NO:7849 9949 9045)** son of Late. Munirul Haque, by faith - Islam, by occupation- Business, by Nationality -Indian, re siding at 2A, Ibrahim Road, Post Office-Khidirpur, Police Station-Ekbalpore, Kolkata :- 700023 (2) **RIZWANUL HAQUE, (PAN: ABOPH8096G) (AADHAAR NO: 4536 4718 6061)** Son of Late Munirul Haque, by faith -Islam, by occupation-Business, by Nationality Indian, (3) **SHIREEN MUNIR, (PAN :CLCPM8139D) (AADHAAR NO: 9124 3431 1783)** Daughter of Late Munirul Haque, by faith -Islam, by occupation - Housewife, by Nationality - Indian (4) **SHAISTA MUNIR HAQUE (PAN : AJPBH6768A) (AADHAAR NO : 3090 2691 4128)** , Daughter of Late Munirul Haque, by faith -Islam, by occupation - Medical Practitioner, by Nationality - Indian all 2, 3 and 4 are residing at premises No. 69/3, Dr. Sudhir Basu Road, Post Office-Khidirpur, Police Station-Ekbalpore, Kolkata - 700023, hereinafter jointly called and referred to as the **"OWNERS/FIRST PARTIES"** (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 **ONE PART**.

AND

(1) **M/S KALIM INFRASTRUCTURE PRIVATE LIMITED (PAN AAECK3582C)** a company incorporated under the companies Act, 1956, having its registered office at 63, Rafi Ahmed Kidwai

Director

KALIM INFRASTRUCTURE (P) LTD.

KALIM INFRASTRUCTURE (P) LTD.

Director

Road, Post Office - Park Street, Kolkata -700016, represented by its Directors **FIRDOUS KALIM (PAN ALKPK8786E) (AADHAAR NO.9254 5534 9513)** son of Late Md. Kalimuddin, by faith - Islam, by occupation - Business, by Nationality - Indian, residing at 84/9, Ripon Street, Post Office - Park Street, Police Station - Park Street, Kolkata-700016 and **(2) MD. GAUHAR ALAM, (PAN-AHWPA3962A) (AADHAAR NO.519378140699)** son of Md. Zakir, by faith-Islam, by Nationality - Indian, by occupation - Businessman, residing at 3D/H/6, Bangali Shah Warsi Lane, Post Office-Khidirpur, Police Station-Ekbalpore, Kolkata-700023, hereinafter jointly called and referred to as **“DEVELOPER/ SECOND PARTY”** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, executors, legal representatives, administrators and assigns) of the **OTHER PART.**

WHEREAS one Brindaban Chandra Dutta purchased the holding and premises No. 22, Circular Garden Reach Road in an auction sale held in Title Execution Case No. 253 of 1898 arising out of Title Suit No. 83 of 1989 by the Learned 1st Sub-Ordinate Judge at Alipore and by virtue of the said purchase Brindaban Chandra Dutta become the sole and absolute owner of the premises.

AND WHEREAS the said Brindaban Chandra Dutta died intestate leaving behind him surviving his two sons namely

Firdous Kalim

KALIM INFRASTRUCTURE (P) LTD.

Firdous Kalim
Director

Monmotha Nath Dutta and Promotha Nath Dutta as his heirs and legal representatives who inherited the said premises in equal shares.

AND WHEREAS the said Monmotha Nath Dutta died intestate leaving behind him surviving his wife Smt. Parul Bala Dutta and Sri Rabindra Nath Dutta as his heirs and legal representatives. The heirs of Monmotha Nath Dutta inherited the share of Monmotha Nath Dutta in equal shares.

AND WHEREAS Promotha Nath Dutta filed Title Suit No. 103 of 1968 before the Learned 7th Court of Sub-Ordinate Judge at Alipore against Parul Bala Dutta and Rabindra Nath Dutta for partition of the said premises. Ultimately the said Suit was decreed on compromise in final form on 7th September, 1968. As per terms of compromise decree Rabindra Nath Dutta was allotted ALL THAT piece or parcel of land together with rear portion of two storied building and structures containing an area of 6 (six) cottahs 9 (nine) chittacks 5 (five) sq. ft. more or less situated at and being the premises No.22, Circular Garden Reach Road within the Town of Calcutta with the right to use the 8' wide common passage in front portion leading to the main Road and also 4' wide space used as passage on the Southern Side leading to the main Road with other properties subject to payment of Rs.200/- to his mother Smt. Parul Bala Dutta till her life and also for enjoyment of two rooms till her life.

KALIM-INFRASTRUCTURE (P) LTD.

Director

AND WHEREAS by an indenture dated August 16th, 1976 made between Sri Rabindra Nath Dutta and Smt. Parul Bala Dutta collectively mentioned therein as the Vendors of the One Part and Sri Biswanath Sen and Smt. Subha Sen therein described as the purchaser of the Other Part, at the consideration mentioned therein the said Rabindra Nath Dutta and Parul Bala Dutta sold, transferred, conveyed, granted, assigned and assured unto and in favour of Biswanath Sen and Subha Sen ALL THAT piece or parcel of land together with rear portion of two stored building and structures standing thereon containing an area of 6 (six) cottahs 9 (nine) chittacks 5 (five) sq. ft. more or less situated at and being the premises No. 22, Circular Garden Reach Road, P.S. - Watgunge, Sub-Registry Office at Alipore, District - South 24 Parganas within the Town of Calcutta with the right to use the 8' feet wide common passage in front portion leading to the main road and also 4' feet wide space used passage on the Southern Side leading to the main road morefully and particularly mentioned in the Map annexed hereto. The said Indenture was registered with Sub-Registrar of Assurance at Calcutta and entered in Book No. I, Volume No. 137, Pages 204 to 214, Being No. 3208 for the year 1976.

AND WHEREAS the said Sri Biswanath Sen and Smt. Subha Sen mutated their names in the Assessment Book of Calcutta Municipal Corporation wherein the said premises was re-numbered as the premises No.22B, Circular Garden Reach Road (Presently known as Karl Marx Sarani).

AND WHEREAS by a registered Deed of Indenture dated 29th day of February, 2008 registered in the office of the District Sub-Registrar-I, Alipore, South 24 Parganas, recorded in Book No.I, volume No.47, Being No.596 for the year 2008 the said (1) Biswanath Sen and (2) Smt. Subha Sen jointly sold, conveyed, transferred, assigned and assured premises No.22B, Circular Garden Reach Road, P.S.-Watgunge, within the Town of Calcutta ALL THAT the piece or parcel of land together with rear portion of old dilapidated two storied building and structures standing thereon containing an area of 6 (six) cottahs 9 (nine) chittacks 5 (five) square feet upto and in favour of (1) Munirul Haque and (2) Akhtari Begum the deceased father mother First Parties herein the said premises being premises No.22B, Circular Garden Reach Road now known as Karl Marx Sarani, P.S. -Watgunge, within the limits of the Kolkata Municipal Corporation Ward No.77, Assessee No.110771100820 more fully mentioned and described in the **FIRST SCHEDULE** hereunder.

AND WHEREAS thus the said Munirul Haque and Akhtari Begum jointly seized and possessed of and otherwise sufficiently entitled to ALL THAT the piece or parcel of land together with rear portion of two storied building and structures standing thereon containing an area of 6 (six) cottahs 9 (nine) chittacks 5 (five) square feet more or less (and mutated their names in the Assessment Book of Kolkata Municipal Corporation) being premises No. 22B, Circular Garden Reach Road, now known as Karl Marx Sarani, P.S. - Watgunge, Kolkata -700023.

AND WHEREAS by a Deed of Conveyance dated 23rd day of October, 2011 registered in the office of the A.D.S.R. Alipore, South 24 Parganas and recorded in Book No. I, CD volume No. 36, pages from 4193 to 4212 Being No. 07845 for the year 2011, the aforesaid Munirul Haque and his wife Akhtari Begum jointly sold, conveyed, transferred, assigned and assured ALL THAT piece and parcel of undivided land measuring about an area of 3 (three) cottahs 4 (four) chittacks 25 (twenty live) sq.ft. together with 80 years old dilapidated two storied building (1000 sq.ft.) and structures standing thereon out of total area of 6 (six) cottahs 9 (nine) chittacks 5 (five) sq.ft. lying and situated at premises No. 22B, Karl Marx Sarani, Police Station - Watgunge, Kolkata - 700023 in favour of (i) Md. Hasinuddin (ii) Shafiqunnisa, (iii) Md. Aminuddin, (iv) Md. [Matinuddin, (v) Md. Mojibur Rahaman, (vi) Md. Shamim Ahmed, (vii) Md. Wasim Raja and (viii) Md. Hasibuddin all of 39B, Zakaria Street, Police Station - Jorasanko, Kolkata - 700073 at consideration mentioned therein.

AND WHEREAS by a registered deed of conveyance dated 23rd day of October, 2011, registered in the office of ADSR Alipore South 24 Parganas and recorded in Book No.I, CD volume No. 36, Pages from 4213 to 4233 Being No.8022 for the year 2011 the aforesaid (i) Md. Hasinuddin, (ii) Shafiqunnisa, (iii) Md. Aminuddin, (iv) Md. Matinuddin, (v) Md. Mojibur Rahaman, (vi) Md. Shamin Ahmed, (vii) Md. Wasim Raja and (viii)Md. Hasibuddin all of 39B, Zakaria Street, Police Station -

Jarasanko, Kolkata - 700073 jointly, sold conveyed, transferred, assured and assigned ALL THAT piece and parcel of undivided land measuring about an area of 2 (two) cottahs 3 (three) chittacks 20 (twenty) sq. ft. together with 80 years old dilapidated two stored building and structures standing thereon out of total area of 4 cottahs 6 chittacks 40 (forty) sq.ft. lying and situated at premises No. 22A, Karl Marx Sarani, Police Station - Watgunge, Kolkata - 700023 at a consideration mentioned therein.

AND WHEEAS by virtue of the aforesaid 2 nos. of purchase deed, one dated 29th day of February, 2008 and another dated 23rd day of October, 2011, thus they became the co-owners in respect of premises No. 22A, Karl Marx Sarani, Police Station - Watgunge, Kolkata - 700023 measuring an area of 2 (two) cottahs 3 (three) chitaks and 20 (twenty) sq.ft. and also in respect of premises No. 22B, Karl Marx Sarani, Police Station - Watgunge, Kolkata - 700023, measuring an area 3 (three) cottahs 5 (five) chittacks totaling 5 (five) cottahs 8 (eight) chittacks 20 (twenty) sq. ft.

AND WHEREAS the entire premises No. 22A and 22B, Karl Marx Sarani, Police Station - Watgunge, Kolkata - 700023 was amalgamated by the Kolkata Municipal Corporation renumbered as 22A, Karl Marx Sarani, Police Station-Watgunge, Kolkata-700023.

Signature

KALIM INFRASTRUCTURE (P) LTD.

Director

Signature

AND WHEREAS the aforesaid Akhtari Begum predeceased her husband died on 23rd day of January, 2020 and the said Munirul Haque died on 7th day of March, 2021 leaving behind them 2(two) sons namely (i) Imranul Haque and (ii) Rizwanul Haque and 2 (two) married daughters namely (iii) Shireen Munir and (iv) Sharista Munir Haque as jointly surviving legal heirs to the property being premises No.22A, Karl Marx Sarani, Police Station- Watgunge, Kolkata-700023.

AND WHEREAS the owners seized and possessed of and otherwise sufficiently entitled to ALL THAT piece and parcel of land measuring about 5 (five) cottahs 8 (eight) chittacks, 20 (twenty) sq. ft. lying and situated at premises No. 22A, Karl Marx Sarani, Police Station - Watgunge, Kolkata - 700023, morefully described in the schedule 'A' hereunder written.

AND WHEREAS the Developer approached the owners with a proposal for construction of a multi storied building on the scheduled mentioned property according to modern amenities, design and architecture at his cost after demolition of the existing old building.

AND WHEREAS the Developer have agreed to pay a sum of Rs.1,50,00,000/- only as an adjustable advance amount to the owners and shall be realized by the Developer after disposing or selling proportionate F.A.R. constructed area of the owner's allocation.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows;

ARTICLE - I DEFINITION

Unless in these presents it is repugnant to or inconsistent with.

1. **OWNERS** : shall (1) **IMRANUL HAQUE (PAN : ABOPH8095F) (AADHAAR NO:7849 9949 9045)** son of Late. Munirul Haque, by faith -Islam, by occupation- Business, by Nationality -Indian, re siding at 2A, Ibrahim Road, Kolkata :- 700023 (2) **RIZWANUL HAQUE, (PAN: ABOPH8096G) (AADHAAR NO: 4536 4718 6061)** Son of Late Munirul Haque, by faith -Islam, by occupation-Business, by Nationality Indian, (3) **SHIREEN MUNIR, (PAN :CLCPM8139D) (AADHAAR NO: 9124 3431 1783)** Daughter of Late Munirul Haque, by faith - Islam, by occupation - Housewife, by Nationality - Indian (4) **SHAISTA MUNIR HAQUE (PAN : AJBPH6768A) (AADHAAR NO : 3090 2691 4128)** , Daughter of Late Munirul Haque, by faith - Islam, by occupation - Housewife, by Nationality - Indian all 2, 3 and 4 are residing at premises No. 69/3, Dr. Sudhir Basu Road, Police Station -- Ekbalpore, Kolkata - 700023.

1.2. **DEVELOPER:** shall mean **KALIM INFRASTRUCTURE PVT. LTD.** a company registered under the Companies Act, 1956, having its registered office at 63, Rafi Ahmed Kidwai Road, Second Floor, Post Office and Police Station- Park Street, Kolkata - 700016, represented by its Director **FIRDOUS KALIM** son of

late Md. Kalimuddin, by faith - Islam, by occupation -Business, by Nationality - Indian, residing at premises No. 84/9, Ripon Street, within Post Office and Police Station -Park Street, Kolkata - 700016 and (2) MD. GAUHAR ALAM, son of Md. Zakir , by faith -Islam, by Nationality - Indian, by occupation - Businessman, residing at 3D/H/6, Bangali Shah Warsi Lane, P.S.-Ekbalpur, Kolkata - 700023.

1.3. ADVOCATE: Shall mean Ajoy Shankar Sanyal, having his office at 8, Old Post Office Street, Ground Floor, Kolkata-700001.

1.4. ARCHITECT : Shall mean any Architect appointed by the Developer.

1.5. SAID PLOT/PREMISES : ALL THAT pieces or parcels land containing an area of 5 cottahs 8 chittacks 20 sq. ft. be the same a little more or less situate lying at and being premises No. 22A, Karl Marx Sarani, within the Municipal Limits of the Town of Kolkata within Watgunge Police Station, Kolkata - 700023, more fully described in the schedule 'A' hereunder written.

1.6. OWNERS SHARE/ALLOCATION : shall mean and include 50% sanction of the new building to be constructed.

1.7. DEVELOPER SHARE/ALLOCATION : shall mean and include 50% sanction area of the said building (excluding owners' share).

1.8. COMMON FACILITIES/PORCTIONS : shall mean and include path, corridors, roof, underground septic tank, staircase, passage, lift well, drive ways, toilets and other space landings, motor, lifts, pumps, electrical installations, drainage, pipelines, entry and exist including all facilities whatsoever required for the enjoyment maintenance and/or management of the building or buildings in common by all the flat owner/occupiers in the said premises together with the proportionate right, title and interest in the land including common facilities and amenities in the said schedule 'A' property.

1.9 SALEABLE SPACE : Shall mean all the space in the building to be constructed on the said plot excluding owners allocation as referred to above and available for independent use and occupation at the owners in title allocation and including all open and covered spaces and the proportionate share of the land and common space and facilities and the spaces required therefore in the said building.

1.10. BUILDING : Shall mean and include a building to be constructed on the plot of land as per sanction plan.

1.11. BUILDING PLAN : Shall mean such building plan sanctioned by the Kolkata Municipal Corporation being Building Permit No.2017090046 dated 22.08.2017, Borough No.IX for construction of the building on the said plot morefully described in the FIRST SCHEDULE hereunder written, together with all its amendments

Rajiv Kumar Hazra

KALIM INFRASTRUCTURE (P) LTD.
[Signature]
 Director

and modification as may from time to time made by the Developer on the basis of sanction plan.

1.12. BUILT UP AREA : Shall mean and include the inner measurement of the residential unit at the floor level including the projection and balconies if any, as increased by thickness of the walls.

1.13. SUPER BUILT UP AREA : For the purpose of determination of the saleable/super built up area the total constructed space in a particular flat/unit together with the proportionate share in the common part/portion of building and the premises shall be taken into account and the same will be determined in construction with the Architect for the time being of the said building and the decision of the said Architect will be final.

1.14. PROPORTIONATE OR PROPORTIONATELY : Shall mean the proportion which the super built up area or any Unit bears to 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 based on area rental income or user, then the same shall be shared on the basis of area rental income or user of the respective units by the Co-owner respectively.

1.15. TITLE DOCUMENTS : Shall mean all the documents referred to hereinabove and all documents of the title in respect of the said Schedule 'A' property.



1.16. TRANSFER : With its grammatical variations shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of flat and/or space in the multi storied building to purchaser thereof and will include the meaning of the said term as defined in the Income Tax Act, 1961 and the Transfer of Property Act. 1961.

1.17. TRANSFEREE : Shall mean a person or persons to whom any flat and/or space in the said multi storied building will be agreed to be transferred, by delivery or possession in accordance with the Sale Deed.

1.18. 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.

1.19. UNIT : Shall mean the Flat and/or space in the building available for independent use and occupation after making the due provision for common facilities and the space required thereof.

1.20. ROOF: Shall mean and include the roof of the entire building belongs to the respective parties herein, as per and according to their respective allocations, and shall accommodated the space required for installation of overhead water tank, staircase, covered spaces at the top of the building required.

Signature

KALIM INFRASTRUCTURE (P) LTD.

Director

Signature

1.21. COST OF COMMON FACILITIES : Shall mean and include the cost of operating, up keeping and, maintaining the common services and facilities of the said building and all include all taxes, charges, salaries premium and other expenses payable in respect thereof or incidental thereto as fully described in the THIRD SCHEDULE hereunder written.

1.22 The developer agrees to pay the owners a total sum of Rs.1,50,00,000/- (Rupees One Crore and Fifty Lacs) only as non-refundable advance amount at the time of execution of this development agreement.

1.23 That the aforesaid non-refundable advance of Rs.1,50,00,000/- (Rupees One Crore and Fifty Lacs) only paid by the developer to the owners shall be realized by the developer after disposing selling proportionate F.A.R. constructed area of the owners allocation at market rate equivalent to the said sum of Rs.1,50,00,000/-.

ARTICLE -II OWNERS OBLIGATION

2.1. The Owners/First Parties herein, hereby declare that they are the exclusive owners and now seized and possessed of or otherwise well and sufficiently entitled to the said Schedule 'A' property thereto without any disturbance hindrance in any manner whatsoever.

2.2. The Owners/First Parties herein do hereby declare that the said schedule 'A' property is free from all encumbrances,

Signature

Signature

charges, liens, lispendens, attachments, acquisition or requisition whatsoever and/or howsoever and the Owners/First Party herein has good title over the said Schedule 'A' property and is not impediment under the Urban Land (ceiling and Regulation) Act, 1976.

2.3 That the Owners/First Parties herein, do hereby declare and agreed that the Owners/First Party herein has not encumbered the said schedule 'A' property by any grant, lease, mortgage, charge or encumber in any manner whatsoever nature may be or shall not encumber the said schedule 'A' property during the said period of this agreement.

2.4 That the Owners/First Parties herein do hereby agrees to deliver peaceful and vacant possession of the aforesaid land and existing structures from the date of execution of these presents to the Developer herein for the purpose of construction of building as described in the schedule 'A' property.

2.5. That the Owners/First Parties herein, do hereby already handover all the photo copies of Deeds and documents to the Developer and also agreed to execute Registered General Power of Attorney in favour of the Developer for the purpose of registration of flats pertaining to the Developer Allocation.

2.6. That the Owners/First Parties herein, is hereby giving exclusive right to the Developer commercially exploit the constructed area of the Developer' Allocation as per terms and conditions contained in this Agreement and hereby authorised

Signature

KALIM INFRASTRUCTURE (P) LTD.

Signature

Director

the Developer to enter into Agreement for Sale, lease, transfer, mortgage and to dispose of the Developer's Allocation with proportionate share of land of newly constructed a building.

2.7. That the Owners/First Parties herein undertakes not to revoke the Development Power of Attorney upto the said period and which will be executed in favour of the Developer/Second Party herein to act as Attorney of the Owners/First Parties herein, in respect of all proceedings and work in connection with new construction at the said property for the proposed building and also agree not to revoke the Power of Attorney.

2.8. That the Owners/First Parties herein, do hereby categorically declared that the Developer/ Second Party herein shall construct the building exclusively at its own cost, arrangement and expenses and also obtaining loans and/or finance from any bank and the financial institute and the Developer shall have liberty to receive any amount from the purchaser/ purchasers on the basis of this Agreement and on the strength of the Development Power of Attorney stated herein above conferred to including the sale proceed of commercial Space/Room/Shops/Flats/ Units/Garages within the Developer' Allocation which shall being to the Developer in which the trustee/First Party herein shall have no claim in all material time in future.

ARTICLE- III

DEVELOPER' RIGHTS, OBLIGATIONS AND DECLARATION

3.1. The Developer/Second Party herein hereby agreed to complete the multi storied building over the said Schedule 'A'

Signature of Director

KALIM INFRASTRUCTURE (P) LTD.

Director

Signature of Director

property lawfully, as per and according the Architectural plan as made or caused to be made by the Architect appointed by the Developer/Second Party herein.

3.2. The Developer/Second Party herein shall be entitled to obtain loans and/or finance from any bank and the financial instituted by virtue of this Agreement as its own individual loan or otherwise, but in the manner, neither the Owners/First Parties herein nor the said Schedule 'A' property, shall be affected or made responsible or liable for the said loan.

3.3. The Developer/Second Party herein, do hereby agreed to deliver possession of Owners Allocation, in complete habitable conditions, with all amenities and facilities, in the proposed new building/buildings at the said schedule 'A' property, without any fail or delay within a period of three years from the date of execution of this Agreement.

3.4. The Developer/Second Party herein shall be solely and absolutely liable and responsible for any incident and/or accident or any matter, complain, objection or litigation, which if arise, during and regarding the said construction of the propose new between at the said Schedule 'A' property, by any private individual, body of persons, concerned state authority. Police authority, Municipal Authority, Court or Tribunal, as the case may be and the Developer shall be solved the above stated matter at its own costs and expenses and the Trustees/first

property lawfully, as per and according the Architectural plan as made or caused to be made by the Architect appointed by the Developer/Second Party herein.

3.2. The Developer/Second Party herein shall be entitled to obtain loans and/or finance from any bank and the financial instituted by virtue of this Agreement as its own individual loan or otherwise, but in the manner, neither the Owners/First Parties herein nor the said Schedule 'A' property, shall be affected or made responsible or liable for the said loan.

3.3. The Developer/Second Party herein, do hereby agreed to deliver possession of Owners Allocation, in complete habitable conditions, with all amenities and facilities, in the proposed new building/buildings at the said schedule 'A' property, without any fail or delay within a period of three years from the date of execution of this Agreement.

3.4. The Developer/Second Party herein shall be solely and absolutely liable and responsible for any incident and/or accident or any matter, complain, objection or litigation, which if arise, during and regarding the said construction of the propose new between at the said Schedule 'A' property, by any private individual, body of persons, concerned state authority. Police authority, Municipal Authority, Court or Tribunal, as the case may be and the Developer shall be solved the above stated matter at its own costs and expenses and the Trustees/first

party shall not be responsible and liable in any manner whatsoever.

ARTICLE - IV

CONSIDERATION PROCEDURE

4.1. That in consideration of the Owners Allocation stated in this agreement and/or consideration of any mentioned in the Owners Allocation, the Developer are entitled to get the remaining constructed area of the building and proportionate share of the land as Developer' Allocation together with right to transfer the same to the including purchaser or purchasers.

4.2. That the Developer/Second Party herein will demolish the existing structures at its own cost and will take the debris in its own account for which the Trustees/ First Party herein shall not raise any claim.

4.3. That the Developer will pay the all taxes and charges for the said Schedule 'A' property from the date of execution of this agreement and till the date of handing over trustees' Allocation to the Owners/First Parties herein, while thereafter the parties herein or their respective transferees shall pay their respective proportionate amount of the said property tax.

ARTICLE - V

DEALINGS OF SPACE IN THE BUILDING

5.1. The Developer shall at its own costs, construct and complete the building at the said Schedule 'A' property in accordance with

Asad Hayat

KALIM INFRASTRUCTURE (P) LTD.

Asad Hayat

Director

the Architectural Plan and due modification, if any, with such materials and with such specification as may be recommended by the Architect / Engineer, from time to time, appointed by the Developer/ Second Party herein.

5.2 That the Developer/Second Party herein shall install erect and shall provide underground reservoirs and overhead reservoirs, electric wiring, sanitary fittings and other facilities as are required to be provided in respect of each self contained flats or rooms of the said proposed building at the said schedule 'A' property.

5.3 The Developer /Second Party herein will be entitled to sell the commercial Room/Space/Flats/Car parking space on in respect of developer's share of allocation together with undivided impartible share in the said schedule 'A' property.

ARTICLE - VI

COMMON FACILITIES

6.1 The Developer/Second Party herein shall pay and bear all property taxes and other dues and outgoings including any penalty or fine, in respect of the proposed new building, arise and accruing due on and from the date of execution of this agreement for the said new building and all the respective occupiers will pay the dues proportionately according to their respective allotted and/or transferred area in the said new building.



6.2 The Owners/First Parties herein and the Developer/ Second Party herein or intending purchasers (transferees) as nominated, shall punctually and regularly pay for their respective allocations, the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the Owners/First Parties herein and the Developer/Second Party herein.

6.3 The Owners/First Parties herein, do hereby further declare that they shall not do any act, deed or thing or cause any obstruction and/or create any third party interest in the said schedule 'A' property whereby the Developer/ Second Party herein shall be prevented from construction and completion of the said proposed new building/ s at the said Schedule 'A'.

ARTICLE - VII

COMMON RESTRICTION

7.1 The Owners/First Parties allocation after possession in the proposed building shall be subject to the same restriction and use as it is applicable to the Developer' Allocation respective possession in the building which are as follows.

7.2 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.



7.3 The Neither party shall demolish any wall or other structural addition or alteration therein without the previous written consent from the Municipal Authority concern in this behalf.

7.4 Neither party shall transfer or permit to transfer their respective allocation unless the proposed transferred shall have given a written undertake 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.

7.5 Party of the other part 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 or any of the said laws and regulations.

7.6 The respective allottee or their transferee shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respect 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.

7.7 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 cause in any manner in the free movement of use in the corridors and other places of common use in the building.

7.8 Neither party nor their transferee 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 armless and indemnified from and against the consequences of any breach.

7.9 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 be building or in the compounds corridors or any other portion or portions of the building.

7.10 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 -VIII
OWNERS' DUTY AND INDEMNITY

8.1 The Owners/First Parties herein do hereby agree and covenant with the Developer/Second Party herein not to use cause any interference or hindrance in any manner during the lawful construction and throughout the existence of this agreement of the said new building at the said Schedule 'A' property and if any such interference or hindrance is caused by the Owners/First Parties herein or their heirs, agents, servants, representatives causing hindrance or impediments to such construction the Owners/First Parties herein will be liable to repay entire amount invested by the Developer/Second Party herein alongwith damages over the amount invested by the Developer/Second Party herein and the rates of interest will be settled by the parties amicable. In that case the decision of Developer/Second Party herein for calculating the total invested amount shall be final subject to production of valid lawful vouchers and bills, it is also further agreed that if the Developer/Second Party herein is prevented for making construction due to any litigation cropped up regarding the title of the Owners/First Parties herein in the said Schedule VA' property then the Owners/First Parties herein will be liable to pay damages to the Developer/Second Party herein.

8.2 The Owners/First Parties herein or their legal representatives will have no right/authority power to terminate

and/or determinate this agreement within the stipulated period for construction of the proposed building as well as till the date of disposal of all the flats/units of the Developer' Allocation.

ARTICLE IX

DEVELOPER' DUTY AND INDEMNITY

9.1 That the Developer/ Second Party herein, do hereby indemnify the trustees/first party herein against any Third Party claim in respect of the said development work.

9.2 If any untoward incident happens during construction of the proposed new building or during demolition of the old building the Owners/First Parties herein shall have no liability of responsibility for such incidents and the Developer/Second Party herein will meet all such consequences and the Developer/Second Party herein shall keep the Owners/First Parties herein indemnified against any or all actions, suits, claims or Court Cases of whatsoever nature may be.

9.3 That the Owners/First Parties herein shall have no responsibility for monetary transaction or monetary activity of the Developer/Second Party herein with intending purchaser, supplier, etc. to be made by the Developer in connection with the Developer' Allocation in the said project.

9.4 If the Owners/First Parties herein, suffer any loss, damage, injury or liability arising out of or caused due to any act or

[Handwritten Signature]
[Handwritten Signature]

omission done or caused to be done on the part of the Developer/Second Party herein, with regard to the said construction of multi storied building at the said Schedule 'A' Property, in that event the Developer herein shall be liable to pay damages and compensation to the trustees/first party herein.

9.5 If the Owners/First Parties herein or the said schedule 'A' property, suffers any loss, damage, injury or liability, arising out of or caused due to any act or omission done or caused to be done on the part of the Developer/Second Party herein, with regard to the said construction of the said proposed multi storied building at the said Schedule 'A' property then in that even the Developer/Second Party herein shall be liable in any all, fines, penalties, damages and compensations to the trustees/first party herein.

ARTICLE - X

FORCE MAJEURE

10. The parties hereto shall not be considered to be liable for any obligation herein under to the extent that the FORCE MAJEURE and shall be suspended from the obligation during the FORCE MAJEURE i.e. any act beyond the control of the Parties herein.

ARTICLE XI

JURISDICTION

13. The High Court at Calcutta and its appropriate subordinate Court shall have the jurisdiction to entertain and determine all

KALIM INFRASTRUCTURE (P) LTD.
Director

Sujal Hoya

actions and proceedings including specific performance arising out of these presents between the parties hereto.

ARTICLE XII
POWER OF ATTORNEY

BE IT KNOWN TO ALL CONCERNED that. **(1) IMRANUL HAQUE (PAN : ABOPH8095F) (AADHAAR NO:7849 9949 9045)** son of Late. Munirul Haque, by faith -Islam, by occupation- Business, by Nationality -Indian, re siding at 2A, Ibrahim Road, Kolkata :- 700023 **(2) RIZWANUL HAQUE, (PAN: ABOPH8096G) (AADHAAR NO: 4536 4718 6061)** Son of Late Munirul Haque, by faith -Islam, by occupation-Business, by Nationality Indian, **(3) SHIREEN MUNIR, (PAN :CLCPM8139D) (AADHAAR NO: 9124 3431 1783)** Daughter of Late Munirul Haque, by faith - Islam, by occupation - Housewife, by Nationality - Indian **(4) SHAISTA MUNIR HAQUE (PAN : AJBPH6768A) (AADHAAR NO : 3090 2691 4128)** , Daughter of Late Munirul Haque, by faith - Islam, by occupation - Housewife, by Nationality - Indian all 2, 3 and 4 are residing at premises No. 69/3, Dr. Sudhir Basu Road, Police Station -- Ekbalpore, Kolkata - 700023, hereinafter jointly and severally referred to as the CO-OWNER(S) do hereby nominate constitute appoint in its names and on its behalf KALIM INFRASTRUCTURE PVT. LTD. represented by its Director FIRDOUS KALIM son of late Md. Kalimuddin, by faith - Islam, by occupation -Business, by Nationality - Indian, residing at premises No. 84/9, Ripon Street, within Post Office and Police

Station -Park Street, Kolkata - 700016 and (2) MD. GAUHAR ALAM, son of Md. Zakir , by faith -Islam, by Nationality - Indian, by occupation - Businessman, residing at 3D/H/6, Bangali Shah Warsi Lane, P.S.-Ekbalpur, Kolkata - 700023, as its Lawful constituted Attorney to act for its names and on CO-OWNER(S) behalf and to execute, exercise and perform all and every acts, deeds, matters, things as mentioned hereinafter foliows:-

1. To enter into-hold and defend possession of the said land every part thereof and also to manage, maintain an administer .the said land and every part thereof. To look after the said and to "control all the areas for the Development of said land and construction of a Multi-storied building thereon as per sanctioned Plan which to be approved by the concerned Authority.

2. To sign, execute and submit all development Plans, documents, statements, papers, undertaking Declarations as may be required for necessary sanction, Modification and/or alteration of Development plans by the local Municipal and other appropriate authorities.

3. To appear and represent Co- Owner(s) before any necessary Authorities including the Calcutta Metropolitan Developments Authority, Fire Brigade, West Bengal Police, the Competent Authority under the Urban Land (Ceiling and Regulations) Act, 1976 and Government of West Bengal in connection with the sanction, modification and/or alteration of Development plans etc. of the aforesaid land.

4. To pay fees, obtain sanction, modification and such other orders and permissions from the necessary Authorities as to expedient for sanction, modification and/or alterations of Development Plans and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary Authorities and to appoint Engineers, Architect and other Agents and sub-contractors for the aforesaid purpose as the said Attorney shall think fit and proper.

5. To receive the excess amount of fees, if any, paid for the purpose of sanction modification and/or alteration of the Development plans to any Authority or Authorities.

6. To develop the said premises by making construction of such type of building thereon as the said Attorney may deem fit and proper and for that purpose to take down, demolish and/or remove any house, building and / or structure of whatsoever nature on the said premises, if any as CO-OWNER(S) said Attorney shall think fit and proper.

7. To apply for and obtain electricity, gas, water, sewerage drainage, telephone or other connection or any other utility to the said premises and/or to make alteration therein and to close down and/or have disconnect the name and for that purpose 15 sign, execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things as may be deemed fit and proper by the said Attorney.

8. To apply for and obtain building materials from the concerning Authorities for construction of the said premises as aforesaid.

9. To utilities or shift or have connected the existing electricity connection if any in the said premises in such manner as the said Attorney may deem fit and proper.

10. To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said premises or any part thereof and similarly to receive all incoming receivable for and on account of the said premises or any part thereof including the rent and/or license fees from the occupants thereof if any.

11. To appear and represent the CO-OWNER(S) before all Authorities for fixation and/or finalization of the normal Valuation of the said premises and for that purpose to sign, execute and submit necessary papers and documents and to do all other acts, deeds and things as the said Attorney may deem fit and proper.

12. To negotiate with others for sale of the Flat/Flats, Floors, in the proposed building on the said premises along with proportionate share of land except the proportionate share which will be kept reserved for the CO-OWNER(S) as per agreement deed at any terms and conditions as the said Attorney shall think fit and proper.

13. To collect advance or part payment or full consideration from the intending purchasers of flats/along with the, proportionate share of land on its behalf except the portions which will be kept reserved for us as per said Agreement, and the said Attorney shall appropriate the sale-proceeds.

14. To advertise in different newspapers and display hoarding in different places, engage Agency or Agencies for selling of flats/along with the proportionate share of land in out/ by them as the said Attorney shall think fit and proper;

15. To file and submit declaration, statements, application and/or returns to the competent Authority or any other necessary Authority or Authorities in connection with the matters herein contained.

16. To sell transfer, flats commercial Room, Shops and Car Parking Space of the proposed buildings along with the proportionate share of land, which is lying there at the said allocated portion of the Developer represented by its Attorney at CO-OWNER(S) premises or any part thereof on such terms and conditions as its said Attorney-shall think fit and proper.

17. To take steps for Registration of Flats/Appurtenances of the allocated portions of the Developer along, with the proportionate share of land represented by CO-OWNER(S) Attorney under the West Bengal Housing Co-operative Society

Act or the Apartment Ownership Act or any other law or laws as the case may be.

18. To present any deed or deeds of sale conveyance, or conveyances of other documents for registration and when executed by them in CO- OWNER(S) name and on CO-OWNER(S) behalf the Addl. District Sub - Registrar and District Registrar, Registrar of Assurance having authority for and to have its registered according to law and to do all other acts and deeds in respect of the aforesaid property or portion of it which the said attorney shall consider necessary for the transferring and/or conveying the said property or portion of it to such purchaser or purchasers as fully and effectually in all respect as the CO-OWNER(S) could do the same itself, except the owners portion.

19. To conveyance present, enforce defend answer and oppose all actions and other legal proceedings in respect of the said premises or any part thereof including relating to acquisition and/or requisition and/or in respect of the said premises or any part thereof in which the said estate is now of any time hereinafter to interested or concerned and if think fit to compromise settle refer to Arbitration abandon submit to Judgment or become non-suited in any such action or proceeding or1 aforesaid before any Court Civil or Criminal, Revenue including the Rent Controller.

20. To file and defend suits, case, appeals and applications of whatsoever nature for and on CO-OWNER(S) behalf or to be

instituted preferred by or against any person or persons in respect of the said premises and also to present and proceeds writ applications in respect thereof.

21. To compromise suit appeals or other legal proceedings in any Court Tribunal or other Authority whatsoever and to sign and verify applications therefore.

22. To sign, declare and/or affirm any plant written, statements, petition, Affidavit, Verification, Vakalatnama, Warrant or Attorney, appeal or any other documents or papers in any proceedings or in any way connected therewith.

23. To deposit and withdraw fee documents and manage in and from any Court or Courts and/or any other person-or persons or Authority and give valid receipts and discharge therefore.

24. To effect mutation and amalgamation of premises in the office of the Kolkata Municipal Corporation and to do all acts on their behalf at Premises No.22A, Karl Marx Sarani, Police Station-Watgunge, Kolkata-700023, within the local limits of The Kolkata Municipal Corporation in Ward No-077, which is fully described in the Schedule herein below.

25. To for all or any of the purpose hereinbefore stated to appear and represent it's before all Authorities having

jurisdiction and to sign, execute and submit plan, papers and documents and obtain the proposed/revised plan building/ site plan and to receive the completion Certificate from the competent authority.

26. To sign verify and file applications for execution of decree or order of any Court and to sign submit and obtain proposed/revised Site/building plan from the Authority and to obtain the completion Certificate from the concerned. Authority.

27. To withdraw and receive documents or money from any Court Office either in execution of decree or otherwise and to do all acts that may necessary in connection with any of such case. AND GENERALLY to act as, CO-OWNER(S): Attorney in relation to all matters touching CO-OWNER(S) said land and building and its behalf to do all instruments, acts, matters, Deed and things as fully and effectually CO-OWNER(S) would do and personally presents.

SCHEDULE 'A' ABOVE REFERRED TO
(DESCRIPTION OF LAND)

ALL THAT pieces or parcels land containing an area of 5 cottahs 8 chittacks 20 sq. ft. be the same a little more or less situate lying at and being premises No.22A, Karl Marx Sarani, Kolkata - 700023 within the Municipal Limits of the Town of Kolkata within Watgunge Police Station, together with a messuage or one

storied brick built dwelling house tenements hereditaments and other one storied and two storied corrugated structures and other erections appurtenances standing thereon together with all rights of ways and easements butted and bounded.

ON THE NORTH : Premises No.21/1B Karl Marx Sarani, Kolkata-700023.

ON THE EAST : 86A, Manshatala Lane, Kolkata-700023.

ON THE SOUTH : Portion of premises No.23, Karl Marx Sarani and portion of 24, Karl Marx Sarani, Kolkata-700023.

ON THE WEST : Karl Marx Sarani, Kolkata-700023.

THE SCHEDULE 'B' ABOVE REFERRED TO
(OWNER'S ALLOCATION)

ALL THAT saleable 50% built up area and/or constructed space of the newly construed building allocated to the Owners as referred to hereinafter in the building to be constructed together with undivided share in the common parts and facilities together with undivided proportionate share in the common parts and facilities and in the roof after providing for the Developer allocation share.

THE SCHEDULE 'C' ABOVE REFERRED TO
(DEVELOPER ALLOCATION)

ALL THAT remaining saleable 50% built up area and/or constructed space of the newly construed building allocated to

S. J. and Hegde

[Signature]

the Developer as referred to hereinafter in the building to be constructed together with undivided share in the common parts and facilities together with undivided proportionate share in the common parts and facilities and in the roof after providing for the owner's allocation share.

THE SCHEDULE 'D' ABOVE REFERRED TO
CONSTRUCTION, SPECIFICATION AND NATURE OF
FITTINGS OF THE APARTMENT



1. Stair-case on all the floors;
2. Stair case landing on all the floors and the stair case room on the roof.
3. Roof, common passages, on the ground, floor, passage, leading to the stair case from the main entrance.
4. Water pump, motor, water tanks on the roof and water reservoir in the ground floor, water pipes outside the flats and other common plumbing installations in the building rain water pipe and the septic tank.
5. Electrical wiring in all common place outside flats and all electrical fittings excluding those installed for any particular unit.
6. Drainage and sewers lines outside the flats.



7. Pump room, electric meter room or the place actually where the electric meters and the pump have been installed.
8. Boundary walls, main gate, parapet walls.
9. All other places, installations fittings and equipments herein not specifically mentioned but the use of which is mean for the benefit and enjoyment of all the flat Trustee and/or majority of the flat Trustee.
10. Such other common areas, equipments installations fixtures fittings and spaces in or about the said building as are necessary for passage to the user and occupancy of the flat and maintenance of the common service facilitation after construction of the building.

THE 'E' SCHEDULE ABOVE REFERRED TO

1. The expenses of maintaining and repairing the main structures and in particular thereof furtherance, other walls and rain water pipes waste pipe sewer line, water lines water tanks etc. of the building and electric line for common lights.
2. The cost of the cleaning and lighting the passage, staircase etc. and the other common part of the building.
3. The cost of maintenance and decoration of the exterior or the building including the boundary walls parapet walls

including painting and colouring of the outer walls of the building.

4. The salary of chowkidars, sweepers, electricians, plumbers and other employees and expenses, which are common in nature.
5. The costs of maintaining and the working of the pump and common lights.
6. Local and other taxes and outgoings and also ground rents.
7. All expenses of common service and in connection with common areas and facilities including maintenance, upkeeping repairing and replacement thereof.
8. Insurance premium of the building against earth quake fire etc.
9. Such further and other expenses as are necessary or incidental for the maintenance and upkeep to the building.

THE 'F' SCHEDULE ABOVE REFERRED TO

The building is designed on R.C.C. column foundations having partly ground plus there floors and partly three floors. The entire construction is all phases will be treated with water proofing compound.

All bed rooms, living rooms and verandah would be finished with silver gray case insitu mosaic with 6' skirting. Toilets and kitchen would be finished with marvel with 6-0" light



glass tiles skirting, entire stair case would be finished with grey cast in situ mosaic with 6' skirting pado.

All interior walls would be finished with plaster of pans, exterior walls would be painted with suitable water proof paints, all doors will be pressed phenol bounded commercial flush door, only bath room doors will be PVC doors door frame will be off first class sal wood, main doors will be provided with eye pipe hole and night latch, Doors and windows will be painted with first class enamel paint all doors will have aluminium tower bolts, aluminium hand loc and door stoppers.

All windows would be steel window as per I.S.S. with grill fitted with glass panel, galvanized iron handle and stay.

Kitchen will have R.C.C. cooking platform with black stone finish, black stone sink will be provided with 1 tap.

Each flat will have one W.C. pan 18' and with lowdown cistern in addition to one wash basin shower and towel road and other is English type commode with shower and towel road concealed wiring in all flats, 1 fan, 2 lights and 1 plug point in each bad room , living room will have 2 fans 3 lights and 2 plug points only. Electric call bell point only at the main doors.

Roof will be finished with like terracing with water proofing compound special fittings finished will be provided as per customer's choice at an extra cost.

All materials to be used will be standard quality material.

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands on the day, month and year first above written.

WITNESSES:

1.
Md. Giffan
8/0 Lala Md. Enayal
Khan. 37/5A/4/2/1.
West Gumbur Ch. Kol. 23

1. *Tamamul Haque*
2. *Biswas Haque*
3. *Shireen Minir*
4. *Shaista Minir Haque*

**SIGNATURE OF THE OWNERS/
FIRST PARTIES**

KALIM INFRASTRUCTURE (P) LTD.
[Signature]
Director

2.

Md Gaurdas Khan

**SIGNATURE OF THE
DEVELOPER/SECOND PARTY**

Drafted by me:

A. S. Sanyal

(AJAY SANKAR SANYAL)

Advocate
High Court, Calcutta
8, Old Post Office Street, Ground Floor,
Kolkata-700001
Enrolment No. *F/418/389/1989*

MEMO OF CONSIDERATION

RECEIVED of and from the within-named Developer the within-mentioned sum of Rs.1,50,00,000/- (Rupees One Crore Fifty Lakhs) only towards non-refundable security deposit as per particulars below: -

Sl. No.	Date	Cheque No.	Bank	Amount (Rs.)
1.	17.11.2021	025312	IDBI Bank	16,50,000/-
2.	17.11.2021	025313	IDBI Bank	16,50,000/-
3.	17.11.2021	025314	IDBI Bank	8,50,000/-
4.	17.11.2021	025315	IDBI Bank	8,50,000/-
5.	07.12.2021	104563	IDBI Bank	30,00,000/-
6.	07.12.2021	104564	IDBI Bank	30,00,000/-
7.	07.12.2021	104565	IDBI Bank	15,00,000/-
8.	07.12.2021	104566	IDBI Bank	15,00,000/-
9.	07.12.2021	Cash paid to Imranul Haque		2,50,000/-
10.	07.12.2021	Cash paid to Rizwanul Haque		2,50,000/-
11.	07.12.2021	Cash paid to Shireen Munir		2,50,000/-
12.	07.12.2021	Cash paid to Shaista Munir Haque		2,50,000/-
Total:				1,50,00,000/-

(Rupees One Crore Fifty Lakhs) only

WITNESSES:

1. Md. Habibur S/o
Late Md. Enayak
Kno 37/5a/14/2/1. G. S. Road
2. St. No. 23





















1. Imranul Haque
2. Rizwanul Haque
3. Shireen Munir
4. Shaista Munir Haque

SIGNATURE OF THE FIRST PARTIES

SPECIMEN FORM FOR TEN FINGER PRINTS

 <p><i>Imran Haque</i></p>	<p><i>Imran Haque</i></p>	 Little	 Ring	 Middle	 Fore	 Thumb	
		(Left Hand)					
		 Thumb	 Fore	 Middle	 Ring	 Little	
		(Right Hand)					
 <p><i>Rizwan Haque</i></p>	<p><i>Rizwan Haque</i></p>	 Little	 Ring	 Middle	 Fore	 Thumb	
		(Left Hand)					
		 Thumb	 Fore	 Middle	 Ring	 Little	
		(Right Hand)					
 <p><i>Shireen Muir</i></p>	<p><i>Shireen Muir</i></p>	 Little	 Ring	 Middle	 Fore	 Thumb	
		(Left Hand)					
		 Thumb	 Fore	 Middle	 Ring	 Little	
		(Right Hand)					
 <p><i>Shaista Muir Haque</i></p>	<p><i>Shaista Muir Haque</i></p>	 Little	 Ring	 Middle	 Fore	 Thumb	
		(Left Hand)					
		 Thumb	 Fore	 Middle	 Ring	 Little	
		(Right Hand)					

SPECIMEN FORM FOR TEN FINGER PRINTS

	<i>Handwritten signature</i>	 Little	 Ring	 Middle	 Fore	 Thumb	
		(Left Hand)					
		 Thumb	 Fore	 Middle	 Ring	 Little	
		(Right Hand)					
		 Little	 Ring	 Middle	 Fore	 Thumb	
		(Left Hand)					
 Thumb	 Fore	 Middle	 Ring	 Little			
(Right Hand)							
	<i>Handwritten signature</i>	Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
		Thumb	Fore	Middle	Ring	Little	
		(Right Hand)					
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
Thumb	Fore	Middle	Ring	Little			
(Right Hand)							
PHOTO	<i>Handwritten signature</i>						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
		Thumb	Fore	Middle	Ring	Little	
		(Right Hand)					

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

IMRANUL HAQUE
MUNIRUL HAQUE

19/04/1980
Permanent Account Number

ABOPH8095F

Imranul Haque
Signature



Imranul Haque



ভারত সরকার
Government of India



ইমরান উল হক
Imran Ul Haque
জন্মতারিখ / DOB : 19/04/1980
পুরুষ / MALE

7849 9949 9045

আমার আধার, আমার পরিচয়

Imran Haque

Issue Date : 11/08/2017



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

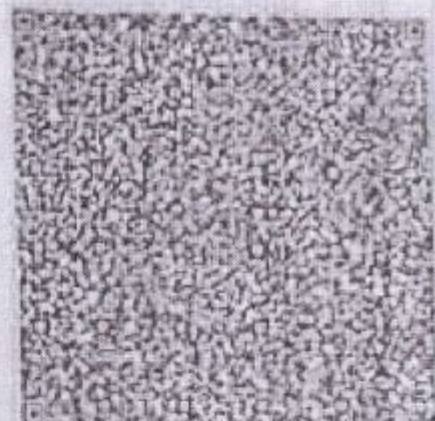
Unique Identification Authority of India



Print Date : 17/11/2020

ঠিকানা: এস/ও: মুনিরুল হক, ২এ,
ইব্রাহিম রোড, খিদিরপুর, কোলকাতা,
পশ্চিম বঙ্গ, ৭০০০২৩

Address: S/O: Munirul Haque, 2A,
IBRAHIM ROAD, Khidirpore, Kolkata,
West Bengal, 700023



7849 9949 9045



1947



help@uidai.gov.in



www.uidai.gov.in

Munirul Haque

आयकर विभाग
INCOME TAX DEPARTMENT
RIZWANUL HAQUE
MUNIRUL HAQUE
12/04/1983
Permanent Account Number
ABOPH8096G

भारत सरकार
GOVT. OF INDIA



07122030

Rizwanul Haque
Signature

Rizwanul Haque



भारतीय विशिष्ट पहचान प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India

Enrollment No. : 2730/00669/05796

To
Rizwanul Haque

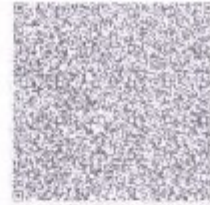
04/04/2019

C/O: Munirul Haque
69/3
DR SUDHIR BOSE ROAD
Khiddirpore
Khiddirpore, Circus Avenue, Kolkata,
West Bengal - 700023
9051807452

81212941



KA812129412FH



आपका आधार क्रमांक / Your Aadhaar No. :

4536 4718 6061

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



Rizwanul Haque
DOB: 15/04/1983
Male



4536 4718 6061

मेरा आधार, मेरी पहचान

Rizwanul Haque



Shireen Munir

ভারত সরকার
Government of India

শিরীন মুন্নির
Shireen Munir


জন্ম তারিখ / DOB: 09/09/1986
সঙ্গীতা / GENDER: FEMALE

9124 3431 1783

আমার আধার, আমার পরিচয়



Shireen Munir




आधार
आधार
आधार

आधार
Unique Identification Authority of India

ठिकाण:
आधार/डि: इमरान गोरजा, 69/3, डी
सुधीर बोसे रोड, कलकत्ता,
कोलकाता,
पश्चिम बंगाल - 700023

Address:
W/O: Imran Goreja, 69/3, DR
SUDHIR BOSE ROAD,
Khadirpore, Kolkata,
West Bengal - 700023

9124 3431 1783

 1947
help@uidai.gov.in

www.uidai.gov.in

Shireen Munir



Shaista Munir Haque

ভারত সরকার
Government of India

শেইস্তা মুন্সির হাফ
Shaista Munir Haque
জন্মতারিখ/ DOB: 06/03/1990
সঙ্গিনি / FEMALE

3090 2691 4128

আমার আধার, আমার পরিচয়




Shaista Munir Haque .


एनडीएल एनआर एनआईए
Unique Identification Authority of India

पिनकोड:
डि/३: मुनिर हक, ६९/३, टा
शहीद बोन गोरु, सिद्दिपूर,
कोलकाता,
पिनकोड बंग - ७०००२३

Address:
D/O: Munir U Haque, 69/3,
DR SUDHIR BOSE ROAD,
Khiddirpore, Kolkata,
West Bengal - 700023

3090 2691 4128

 1947
 help@uidai.gov.in
 www.uidai.gov.in

Shaista Munir Haque



KALIM INFRASTRUCTURE (P) LTD.

[Handwritten Signature]
Director

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

FIRDOUS KALIM
MOHAMMAD KALIMUDDIN

07/10/1973
Permanent Account Number
ALKPK8786E


Signature





Firdous Kalim



सत्यमेव जयते
भारत सरकार



आधार

भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India

Government of India

नामांकन क्रम / Enrollment No.: 1528/42241/03854

To

फिरदौस कलीम

Firdous Kalim

S/O: Mohammad Kalimuddin

61 Ripon Street Kokata

Park Street

Park Street

Circus Avenue Kolkata

West Bengal 700016

9830178609

18/02/2017

23765468



MD237654681FH



आपका आधार क्रमांक / Your Aadhaar No. :

9254 5534 9513

मेरा आधार, मेरी पहचान



भारत सरकार

Government of India



फिरदौस कलीम

Firdous Kalim

जन्म तिथि / DOB : 07/10/1973

पुरुष / Male



9254 5534 9513

मेरा आधार, मेरी पहचान

Firdous Kalim

সিমানা বিভাগ

INCOME TAX DEPARTMENT



ফরক ফরসা

GOVT. OF INDIA

MD GAUJAR ALAM

MOHAMMED ZAKIR HOSSAIN

10/05/1984

Perthnam Account Number

AHWP/PA3962A

md gajjar alam

Signature



md gajjar alam

ভারত সরকার
GOVERNMENT OF INDIA

গৌহর আলম
Gauhar Alam
পিতা: মদ জাকির হোসেন
Father: MD. ZAKIR HOSSAIN

জন্ম সাল/Year of Birth: 1984
পুল / Male

5193 7814 0699

আধার - সাধারণ মানুষের অধিকার

Md Gauhar Alam



ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD
পরিচয় পত্র

WB / 22 / 157 / 174786



Elector's Name নির্বাচকের নাম	Sanyal Ajoy সান্যাল অজয়
Father/Mother/ Husband's Name পিতা/মাতা/স্বামীর নাম	Ramkamal রামকমল
Sex লিঙ্গ	M পুং
Age as on 1.1.1995 ১.১.১৯৯৫-এ বয়স	38 ৩৮

Ajay Sanyal Sanyal
M

Address
6 Dr Kartick Bose Street, Calcutta.

ঠিকানা
৬ ডাঃ কার্তিক বোস স্ট্রিট, কলিকাতা।

Facsimile Signature
Electoral Registration Officer
নির্বাচননিবন্ধন অধিকারিক

For 157,-VIDYASAGAR
Assembly Constituency
১৫৭,-বিদ্যাসাগর
বিধানসভা নির্বাচন ক্ষেত্র

Place
স্থান

Date
তারিখ

CALCUTTA
কলিকাতা

08.09.95
০৮.০৯.৯৫

Major Information of the Deed

Deed No :	I-1603-13455/2021	Date of Registration	22/12/2021
Query No / Year	1603-2002552356/2021	Office where deed is registered	
Query Date	07/12/2021 5:45:37 PM	1603-2002552356/2021	
Applicant Name, Address & Other Details	Ajoy Sankar Sanyal High Court Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9831676520, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,50,00,000/-]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 1,95,49,756/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,071/- (Article:48(g))	Rs. 1,50,060/- (Article:E, E, E,)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Wattgunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Karl Marx Sarani, , Premises No: 22A, , Ward No: 077 Pin Code : 700023

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	5 Katha 8 Chatak 20 Sq Ft	1/-	1,95,49,756/-	Property is on Road
Grand Total :				9.1208Dec	1 /-	195,49,756 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Imranul Haque Son of Late Munirul Haque 2A, Ibrahim Road, City:- , P.O:- Khidirpur, P.S:-Ekbalpore, District:-South 24-Parganas, West Bengal, India, PIN:- 700023 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ABxxxxxx5F, Aadhaar No: 78xxxxxxxx9045, Status :Individual, Executed by: Self, Date of Execution: 13/12/2021 , Admitted by: Self, Date of Admission: 13/12/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 13/12/2021 , Admitted by: Self, Date of Admission: 13/12/2021 ,Place : Pvt. Residence

2	<p>Mr Rizwanul Haque Son of Late Munirul Haque 69/3, Dr. Sudhir Basu Road,, City:- , P.O:- Khidirpur, P.S:-Ekbalpore, District:-South 24-Parganas, West Bengal, India, PIN:- 700023 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: ABxxxxxx6G, Aadhaar No: 45xxxxxxxx6061, Status :Individual, Executed by: Self, Date of Execution: 13/12/2021 , Admitted by: Self, Date of Admission: 13/12/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 13/12/2021 , Admitted by: Self, Date of Admission: 13/12/2021 ,Place : Pvt. Residence</p>
3	<p>Mr Shireen Munir Daughter of Late Munirul Haque 69/3, Dr. Sudhir Basu Road, City:- , P.O:- Khidirpur, P.S:-Ekbalpore, District:-South 24-Parganas, West Bengal, India, PIN:- 700023 Sex: Female, By Caste: Muslim, Occupation: House wife, Citizen of: India, PAN No.:: CLxxxxxx9D, Aadhaar No: 91xxxxxxxx1783, Status :Individual, Executed by: Self, Date of Execution: 13/12/2021 , Admitted by: Self, Date of Admission: 13/12/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 13/12/2021 , Admitted by: Self, Date of Admission: 13/12/2021 ,Place : Pvt. Residence</p>
4	<p>Mr Shaista Munir Daughter of Late Munirul Haque 69/3, Dr. Sudhir Basu Road,, City:- , P.O:- Khidirpur, P.S:-Ekbalpore, District:-South 24-Parganas, West Bengal, India, PIN:- 700023 Sex: Female, By Caste: Muslim, Occupation: House wife, Citizen of: India, PAN No.:: AJxxxxxx8A, Aadhaar No: 30xxxxxxxx4128, Status :Individual, Executed by: Self, Date of Execution: 13/12/2021 , Admitted by: Self, Date of Admission: 13/12/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 13/12/2021 , Admitted by: Self, Date of Admission: 13/12/2021 ,Place : Pvt. Residence</p>

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<p>Ms. Kalim Infrastructure Private Limited 63, Rafi Ahmed Kldwai Road, City:- , P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016 , PAN No.:: AAxxxxxx2C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<p>Mr Firdous Kalim (Presentant) Son of Late Md Kalimuddin 84/9, Ripon Street, City:- , P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: ALxxxxxx6E, Aadhaar No: 92xxxxxxxx9513 Status : Representative, Representative of : Ms. Kalim Infrastructure Private Limited (as Director)</p>
2	<p>Md Gauhar Alam Son of Md Zakir 3D/H/6, Bangali Shah Warsi Lane,, City:- , P.O:- Khidirpur, P.S:-Ekbalpore, District:-South 24-Parganas, West Bengal, India, PIN:- 700023, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: AHxxxxxx2A, Aadhaar No: 51xxxxxxxx0699 Status : Representative, Representative of : Ms. Kalim Infrastructure Private Limited (as Director)</p>

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Ajay Shankar Sanyal Son of Late R. K. Sanyal 8, Old Post Office Street, Ground Floor, City:- , P.O:- New Secretariate Building, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001			
Identifier Of Mr Imranul Haque, Mr Rizwanul Haque, Mr Shireen Munir, Mr Shaista Munir, Mr Firdous Kalim, Md Gauhar Alam			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Imranul Haque	Ms. Kalim Infrastructure Private Limited-2.28021 Dec
2	Mr Rizwanul Haque	Ms. Kalim Infrastructure Private Limited-2.28021 Dec
3	Mr Shireen Munir	Ms. Kalim Infrastructure Private Limited-2.28021 Dec
4	Mr Shaista Munir	Ms. Kalim Infrastructure Private Limited-2.28021 Dec

Endorsement For Deed Number : I - 160313455 / 2021

On 10-12-2021

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 1,95,49,756/-



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

On 13-12-2021

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

Presented for registration at 15:35 hrs on 13-12-2021, at the Private residence by Mr Firdous Kalim ,

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

Execution is admitted on 13/12/2021 by 1. Mr Imranul Haque, Son of Late Munirul Haque, 2A, Ibrahim Road, P.O: Khidirpur, Thana: Ekbalpore, , South 24-Parganas, WEST BENGAL, India, PIN - 700023, by caste Hindu, by Profession Business, 2. Mr Rizwanul Haque, Son of Late Munirul Haque, 69/3, Dr. Sudhir Basu Road,, P.O: Khidirpur, Thana: Ekbalpore, , South 24-Parganas, WEST BENGAL, India, PIN - 700023, by caste Muslim, by Profession Business, 3. Mr Shireen Munir, Daughter of Late Munirul Haque, 69/3, Dr. Sudhir Basu Road, P.O: Khidirpur, Thana: Ekbalpore, , South 24-Parganas, WEST BENGAL, India, PIN - 700023, by caste Muslim, by Profession House wife, 4. Mr Shaista Munir, Daughter of Late Munirul Haque, 69/3, Dr. Sudhir Basu Road,, P.O: Khidirpur, Thana: Ekbalpore, , South 24-Parganas, WEST BENGAL, India, PIN - 700023, by caste Muslim, by Profession House wife

Indetified by Mr Ajay Shankar Sanyal, , , Son of Late R. K. Sanyal, 8, Old Post Office Street, Ground Floor, P.O: New Secretariate Building, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 13-12-2021 by Mr Firdous Kalim, Director, Ms. Kalim Infrastructure Private Limited (Private Limited Company), 63, Rafi Ahmed Kidwai Road, City:- , P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016

Indetified by Mr Ajay Shankar Sanyal, , , Son of Late R. K. Sanyal, 8, Old Post Office Street, Ground Floor, P.O: New Secretariate Building, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 13-12-2021 by Md Gauhar Alam, Director, Ms. Kalim Infrastructure Private Limited (Private Limited Company), 63, Rafi Ahmed Kidwai Road, City:- , P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016

Indetified by Mr Ajay Shankar Sanyal, , , Son of Late R. K. Sanyal, 8, Old Post Office Street, Ground Floor, P.O: New Secretariate Building, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate



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

On 16-12-2021

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,50,060/- (B = Rs 1,50,000/- ,E = Rs 28/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by by online = Rs 1,50,028/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/12/2021 4:47PM with Govt. Ref. No: 192021220132146131 on 09-12-2021, Amount Rs: 1,50,028/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKS1960193 on 09-12-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,071/- and Stamp Duty paid by by online = Rs 35,071/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/12/2021 4:47PM with Govt. Ref. No: 192021220132146131 on 09-12-2021, Amount Rs: 35,071/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKS1960193 on 09-12-2021, 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

On 22-12-2021

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,50,060/- (B = Rs 1,50,000/- ,E = Rs 28/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,071/- and Stamp Duty paid by Stamp Rs 5,000/-
Description of Stamp

1. Stamp: Type: Impressed, Serial no H264704, Amount: Rs.5,000/-, Date of Purchase: 09/12/2021, Vendor name: SURANJAN MUKHERJEE



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 1603-2021, Page from 425286 to 425353
being No 160313455 for the year 2021.



Dhar

Digitally signed by DEBASISH DHAR
Date: 2021.12.30 13:10:53 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2021/12/30 01:10:53 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)