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Additional Registrar of Assurances-II
Kolkata

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

Additional Registrar of Assurances II Kolkata

24 FEB 2022

THIS AGREEMENT FOR DEVELOPMENT is made on this 24th day of February Two Thousand and Twenty Two (2022)

050925

Sl. No.....Date.....
Name.....
Add.....
AMT.....100.....

28 JAN 2022

28 JAN 2022

BHUPENDRA GUPTA
ADVOCATE
CALCUTTA HIGH COURT



Handwritten signature or mark.

SOUMITRA CHANDA
Licensed Stamp Vendor
8/2, K. S. Roy Road, Kol-1





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

GRN Details

GRN:	192021220192229451	Payment Mode:	Online Payment
GRN Date:	24/02/2022 11:11:59	Bank/Gateway:	HDFC Bank
BRN :	1719610675	BRN Date:	24/02/2022 11:02:38
Payment Status:	Successful	Payment Ref. No:	2000604176/2/2022

[Query No*/Query Year]

Depositor Details

Depositor's Name:	KZAR DEVELOPERS LLP
Address:	63 RAFI AHMED KIDWAI ROAD KOLKATA 700016
Mobile:	9123370597
Email:	kzar.projects@gmail.com
Contact No:	9123370597
Depositor Status:	Buyer/Claimants
Query No:	2000604176
Applicant's Name:	Mr Bhupendra Gupta
Identification No:	2000604176/2/2022
Remarks:	Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000604176/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	74901
2	2000604176/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	50007
			Total	124908

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

BETWEEN

EKRAM HOTELS PRIVATE LIMITED having **CIN: U55101KA2011PTC059354, PAN: AACCE7579H**, a company incorporated under the Companies Act 1956 having its registered office at No. 56/A, Opp: Wipro Gate 5, Electronic City, Doddthogur. Begur Hobli, Post Office Electronic City and Police Station- Electronic City, Bangalore 560100, Karnataka India represented by its Director **MR. MOHAMMED TAHSEEN EKRAM** having **PAN: ALDPT8420H, AADHAAR NO: 8556-3461-3013**, son of Mohammed Ekram, by faith Islam, by occupation Business, being Citizen of India and residing at Premises No. 10 Elliot Road, 1st Floor Kolkata-700016 under Post Office and Police Station Park Street, hereinafter referred to as the **"OWNER"** (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include its successors-in-office, successors-in-interest, legal representatives administrators and/or assigns) of the **FIRST PART**

AND

KZAR DEVELOPERS LLP having **LLPIN: AAC-4432, PAN: AAOFK3041K**, a Limited Liability Partnership firm constituted under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at Premises No. 63 Rafi Ahmed Kidwai Road Kolkata-700016 under Post Office and Police Station Park Street acted through and represented by its authorized representative/authorized signatory **ABDUL SAMAD AZAD**, having **PAN: AFPPA8859R, AADHAAR NO: 8257-0133-2969**, son of Late Muzaffar Hossain, by faith Islam, by occupation Business, being Citizen of India and residing at Premises No. 32A/1B, Taltala Lane Kolkata-700016 under Post Office Park Street & Police Station Taltola, hereinafter referred to as the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include its successors-in-office, successors-in-interest, legal representatives and administrators of the **SECOND PART**).

WHEREAS:

- A) In this agreement wherever the context so permits the Owner, and Developer are collectively referred to as the 'parties' and individually as a 'party'.
- B) By a Deed of Conveyance dated 29th day of June 2020 made between 1. M/s Neeraj Estates Private Limited, a private limited company incorporated in accordance with the provisions of the Companies Act 1956, represented by its Director Ms. Shruti Ghosh and 2. M/s Tridev Estate, a partnership firm represented by its partners (a) Mrs. Sumedha Singh and (b) Megha Babaycon alias Mrs. Megha Nadir Babaycon therein called and referred to as the Vendors of the First Part and the Owner herein therein called and referred to as the Purchaser of the Second Part and duly registered in Book No. I, Volume Number.1602-2020, Page from 131481 to 131542, Being No.160203367 for the year 2020, at the Office of the D.S.R-II, South 24 Parganas West Bengal, the said Vendors for the consideration therein mentioned and on the terms conditions and covenants stated therein conveyed, transferred, assigned and assured unto and to the Purchaser All that piece or parcel of land with partly constructed area upto B+G+3½ floor, land measuring about 16 Cottahs 14 Chittaks 29 Sq.Ft. to be little more or less being municipal Premises No.7 Pramathes Barua sarani (previously known as Ballygunge Circular Road) Kolkata-700019, P.S. Ballygunge under the Kolkata Municipal Corporation more fully described in the schedule thereunder written.
- C) The Owner after purchase of the aforesaid land & building caused mutation of its name in the Records of the Kolkata Municipal Corporation and have been in occupation, possession and enjoyment of the said land & building and have been paying property taxes and other outgoings relating thereto and has been owing and possessing the same as absolute and exclusive owner thereof.
- D) The Owner is thus fully seized and possessed of All that piece or parcel of land with partly constructed area upto B+G+3½ floor, land measuring about 16 Cottahs 14 Chittaks 29 Sq.Ft. to be little more or less being municipal Premises No.7 Pramathes Barua sarani

(previously known as Ballygunge Circular Road) Kolkata-700019, P.S. Ballygunge more fully and particularly described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the "said premises" and as such the Owner have absolute right to enter into this agreement for the purpose of undertaking the development of the said Premises.

- E) The Developer is inter alia carrying on business in undertaking development of real estate and/or properties in and around the city of Kolkata and for the purpose of undertaking the development of the said Premises the parties have agreed to enter into this agreement subject to what is hereinafter appearing.

NOW THEREFORE IN CONSIDERATION OF THE PAYMENTS AND OTHER TERMS, REPRESENTATIONS, WARRANTIES AND MUTUAL COVENANTS HEREIN CONTAINED, THE SUFFICIENCY OF WHICH ARE ACKNOWLEDGED BY BOTH THE PARTIES HEREIN, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

**ARTICLE - I
DEFINITIONS**

In this Agreement unless contrary or repugnant thereto the following expression shall have the meanings:

- 1.1 **NATURE OF DEVELOPMENT** – subject to the terms and conditions of this Agreement, the Parties agree to develop the Property (specified in the First Schedule hereunder written) by constructing residential-cum-commercial or residential building/s as may be approved by the Kolkata Municipal Corporation and/or other authorities and as per the specifications and/or to convey transfer and assign the right, title and interest jointly and realize sale proceeds in the ratio as stated hereinafter.
- 1.2 **RATIO – 70:30** - The parties shall share Sale Proceeds of all saleable area including open and covered Car Parking Space and open terraces

and balconies adjoining the saleable areas in the New Building in the proportion of **70% to the Owner** and **30% to the Developer**, the respective share of Owner and Developer has been defined separately.

- 1.3 **ARCHITECT** – shall mean any person or persons, firm or firms of repute who may be appointed by the Developer for designing and planning of the proposed new building/s.
- 1.4 **COMMON FACILITIES AND AMENITIES** – shall mean and include corridors, hallways, staircase, lifts, passage-way, driveways, common lavatories, DG set of sufficient capacity, lifts pump, lighting for common spaces, pump room, tube well, overhead tank, underground reservoir, water pump and motor and other facilities as shall be provided for common use in the proposed development by the Developer.
- 1.5 **DEVELOPER** – shall mean KZAR DEVELOPERS LLP, a Limited Liability Partnership firm constituted under the provisions of the Limited Liability Partnership Act, 2008 having its registered office 63 Rafi Ahmed Kidwai Road Kolkata-700016 under Post Office and Police Station Park Street and shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include its successors-in-office, successors-in-interest, legal representatives and administrators
- 1.6 **OWNER'S SHARE** - shall mean all that the 70% of Sale Proceeds of all Saleable area in the New Building including Open and Covered Car Parking spaces, which will be determined after sanctioned plan is obtained from the appropriate authority.
- 1.7 **NEW BUILDING/BUILDINGS** - shall mean and include the building or buildings to be constructed erected and completed by the Developer in accordance with the map or plan to be sanctioned by the Kolkata Municipal Corporation on the entirety of the said property.

- 1.8 **OWNER** - shall mean EGRAM HOTELS PRIVATE LIMITED having CIN: U55101KA2011PTC059354, PAN: AACCE7579, a company incorporated under the Companies Act 1956 having its registered office at No. 56/A, Opp: Wipro Gate 5, Electronic City, Doddthogur. Begur Hobli, Post Office Electronic City and Police Station- Electronic City, Bangalore 560100, Karnataka India and shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include its successors-in-office, successors-in-interest, legal representatives administrators and/or assigns.
- 1.9 **DEVELOPERS SHARE** - shall mean all that 30% of the Sale Proceeds of all Saleable area in the new construction including open and Covered Car Parking spaces, which will be determined after sanctioned plan is obtained from the appropriate authority.
- 1.10 **PROPERTY/ The Said Property** - shall mean All that piece or parcel of land with partly constructed area upto B+G+3½ floor, land measuring about 16 Cottahs 14 Chittaks 29 Sq.Ft. to be little more or less being municipal Premises No.7 Pramathes Barua sarani (previously known as Ballygunge Circular Road) Kolkata-700019, P.S. Ballygunge as fully described in the First Schedule hereunder written.
- 1.11 **PLAN** - shall mean the plan or plans to be prepared by the Architect for the Development of the said property by constructing new building/s, as sanctioned by the concerned authority with any modifications and/or alterations, which may be necessary and/or required.
- 1.12 **SALEABLE SPACE** - shall mean the constructed space in the new building and/or buildings, available for independent use and occupation after making due provisions for the area required for common facilities and amenities.
- 1.13 **SPECIFICATION** - shall mean the specifications required for the purpose of construction of the said new building/s (more fully and particularly described in the **SECOND SCHEDULE** hereunder written).

- 1.14 **TRANSFER** - with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multistoried building to the purchasers thereof.
- 1.15 **TRANSFeree** - shall mean a person, firm, limited company, association of persons to whom any space in the new building has been transferred.
- 1.16 **ESCROW ACCOUNT** - is to be opened wherein all receivables and / or Sale proceeds out of the units in the proposed project is to be accumulated. All disbursement of Owner's share and Developers share are to be carried out from the Escrow account.
- 1.17 **EXTRA DEVELOPMENT COST (EDC)/UTILITY** -shall mean the amounts mentioned in **PART-I** of the **THIRD SCHEDULE** hereto.
- 1.18 **DEPOSITS** shall mean the amounts mentioned in **PART-II** of the **THIRD SCHEDULE** hereto.
- 1.19 **REALIZATIONS** - shall mean and include the amounts received on any account whatsoever against or in respect of the Building Complex including the Transfer of or otherwise in respect of the Units, Parking Spaces, Appurtenances and/or other Transferable Areas and include the part or full consideration, any amounts on account of Nomination/Transfer Charges, Floor Rise Escalation and PLC, interest, cancellation charges, forfeiture amounts and/or compensation received from any Transferee, **but shall not include** any amount received on account of EDC/Utility, GST, TDS and Deposits.
- 1.20 Words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa.

ARTICLE - II
REPRESENTATIONS AND ASSURANCES

2.1 At or before entering into this agreement, the Owner have assured and represented to the Developer as follows:

- i) That the Owner is the absolute owner of the entirety of the said property.
- ii) The said property is free from all encumbrances, charges, liens, lispendens, attachments, whatsoever or howsoever.
- iii) That excepting the Owner nobody has any right, title, interest, claim, demand, whatsoever or howsoever, in respect of said property.
- iv) That there is no notice of acquisition or requisition received or pending in respect of the said property lying & situated at Municipal Premises No.7 Pramathes Barua sarani (previously known as Ballygunge Circular Road) Kolkata-700019, P.S. Ballygunge.
- v) The Owner have also given to understand that the said property do not fall under the Urban Land (Ceiling and Regulation) Act, 1976.
- vi) The Owner have declared to the Developer that the Owner have a marketable title in respect of the said property without any claim, right, title, interest of any person thereon or there in which have been duly accepted by the Developer, and the Owner have absolute right to enter into this agreement with the Developer and the Owner hereby undertake to indemnify and keep the Developer indemnified against any Second party's claims actions and demands, whatsoever, with regard to the title and Ownership of the Owner.
- vii) That the Owner have not entered into any agreement with any person or persons/company or companies in connection with

the development/sale/transfer of its right, title, interest in respect of the said property or any portion thereof prior to execution of this Development Agreement and that it is free to enter into this Agreement for Development with the present Party of the Other Part.

- viii) That no agreement for sale, transfer, lease and/or development is existing nor has the Owner have created any interest of a Second party into or upon the said premises or any part or portion thereof.
- ix) That all Arrear municipal rates taxes, statutory liabilities in respect of the said property is payable by the Owner upto the date of Development agreement thereafter it will be paid by the Developer till the date of completion of the project.

Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Developer has agreed to pay Rupees Three Crores only by way of interest free refundable security deposit and to undertake development of the said premises, make payment of the advances and to incur all costs charges and expenses for undertaking development of the said premises on the terms and conditions hereinafter appearing.

2.2 At or before the execution of this Agreement the Developer has assured and covenanted with the owners as follows:

- i) That the Developer has adequate financial resources for undertaking the development of the said Premises and as such the premises cannot be mortgaged for construction finance or any other finance.
- ii) That the Developer has an experienced professional team at its command comprising of Engineers, skilled workers and other

professionals who are competent to undertake the development of the said Premises.

- iii) Is prima facie satisfied as to the title of the owner.
- iv) The developer shall complete the construction of the said property within a period of 2 years from the date of grant of sanction plan with a grace period of 6 months and such sanction plan shall be obtained by the Developer within 6 months from the date of execution of this agreement.

ARTICLE - III COMMENCEMENT

- 3.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from 24.02.2022 (hereinafter referred to as the COMMENCEMENT DATE).
- 3.2 This Agreement shall remain in full force and effect until completion of the said project, unless determined and/or terminated in the manner hereinafter stated or unless agreed to between the parties in writing.

ARTICLE - IV GRANT OF DEVELOPMENT RIGHT

- 4.1 In consideration of the mutual covenants herein contained and on the part of the parties hereto to be paid performed and observed and in future consideration of the Developer having agreed to incur all costs charges and expenses for undertaking development of the said premises the Owner have agreed to grant the exclusive right of development in respect of the said premises unto and in favour of the Developer to enable the Developer to undertake development of the said premises by way of constructing a new building and/or buildings in accordance with the plan to be sanctioned by the Kolkata Municipal

Corporation with or without amendment and/or modification thereon made or cause to be made by the Developer hereto.

- 4.2 All applications, plans and other papers documents as may be required by the Developer for the purpose of obtaining necessary sanction from the Kolkata Municipal Corporation shall be prepared and submitted by the Developer on behalf of the Owner at its own costs and expenses after making necessary alterations and/or modifications thereof having been mutually approved in consultation with the Owner. The Developer shall pay and bear all fees including Architect's fees charges and expenses required to be paid or deposited for exploration of the said property and has agreed to indemnify and keep indemnified the Owner.
- 4.3 Nothing in these presents shall be construed a demise or assignment or conveyance in law by the Owner for the said property or any part thereof to the Developer or creating any right, title or interest in respect thereof to the Developer, unless so mentioned, other than an exclusive license to the Developer to commercially exploit the same in terms hereof, as aforesaid, in the new building/s and the development in the manner hereinafter stated. Entire Sale proceeds to be received in an Escrow Account and from there respective funds will be transferred to owner and developer as per their share.

ARTICLE V

PLAN

5.1 Immediately after the execution of this Agreement the Developer shall prepare or cause to be prepared a map or plan by its Architect for the purpose of undertaking construction of a new building at the said Premises.

5.2 While preparing the said Plan the Developer shall ensure that maximum possible FAR is utilized and that the same conforms to Kolkata Municipal Corporation Building Rules.

5.3 Before submission of the said Plan for sanction the Developer shall make over a copy thereof to the Owner and the Owner shall be entitled to give its observations in respect thereof within a period of thirty days from the date of receipt of copy of the said Plan and in the event of the Owner giving any suggestions and the same is found to add value to the new building then such changes shall be incorporated and after incorporating the changes suggested by the Owner the Developer shall cause the said plan to be submitted for sanction to the Kolkata Municipal Corporation and the sanction fee and other amounts required to be paid for sanction of the said plan shall be paid borne and discharged by the Developer.

5.4 The Developer shall indemnify and keep indemnified the Owner against all losses, damages, costs, charges, expenses that may be incurred or suffered by the Owner on account of or arising out of any breach of any of the terms of these presents or any laws, rules, regulations or due to any accident or mishap during the progress of construction or due to any claim made by the Third Party in respect of such construction or otherwise howsoever.

5.5 The Developer shall take necessary steps for getting electricity connection, apportionment of Municipal tax, installation of generator. The costs of such facilities shall be paid and/or borne by the Purchasers of the respective units in proportionate to the respective shares in the space in the said premises.

ARTICLE VI OBLIGATIONS

6.1 The Developer shall :

- i) The Developer shall pay a sum of Rs.3,00,00,000/- (Rupees Three Crores) only as and by way of interest free refundable security deposit in the following manner: i) Rs.50,00,000/- at the time of execution and registration of the Development Agreement and ii) Balance sum of Rs.2,50,00,000/- at the time of grant of sanction plan from the Kolkata Municipal Corporation. The said interest free

refundable deposit shall be reimbursed in the following manner:

- a) A sum of upto Rs.2,00,00,000/- (Rupees Two Crores) shall be reimbursed in installments of 20% of sale proceeds of the Owners allocated share of 70%, arising out of initial sale proceeds of units in the proposed project until and/or unless fully realised.
 - b) Balance sum of Rs.1,00,00,000/- (Rupees One Crore) shall be returned by the Owner to the Developer at the time of issuance of completion certificate by K.M.C & possession letter by the Developer
- ii) The Developer further clarifies that if any expenses and other incidental and consequential expenses is to be incurred on account of making marketable title of the aforesaid property, including documentary expenses, the same shall be borne by the Owner.
 - iii) Take such steps as are necessary to divert all pipes, wires, cables or other conducting media in under or above the property or any adjoining or neighboring property and which need to be diverted as a result of the development.
 - iv) Install all electricity, gas, water, telecommunications, services and surface and water drainage system to the property and shall ensure that the same connect directly to the mains.
 - v) Remain responsible for due compliance with all statutory requirements under the Real Estate (Regulation and Development) Act 2016, West Bengal Real Estate (Regulation and Development) Rules 2016, Central Goods and Services Tax Act 2017 and all other Acts, Rules and Enactments whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the plan and has agreed to

keep the Owner, its officers and/or agents saved, harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.

- vi) Remain responsible for any accident and/or mishap taking place while undertaking, constructing, erecting and completing the said new building and/or buildings in accordance with the said plan and has agreed to keep the Owner, its officers, saved harmless and fully indemnified from and against all costs, charges, claims, actions suits and proceedings.
- vii) Take all necessary steps and/or obtaining all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts, deeds and things required by Real Estate (Regulation and Development) Act 2016, West Bengal Real Estate (Regulation and Development) Rules 2016, Central Goods and Services Tax Act 2017 and any other statute and comply with the lawful requirements of all the Authorities
- viii) Incur all costs, charges and expenses for the purpose of constructing, erecting and completing the said new building/s in accordance with the said plan.
- ix) Make proper provision for security of the said property during the course of development.
- x) Not allow any person to encroach nor permit any encroachment by way of person and/or persons into or upon the said property or any part or portion thereof.
- xi) Not expose the Owner to any liability and shall regularly and punctually make payment of the fees and/or charges of the architect, engineer and other consultants as may be necessary and/or required for the purpose of construction, erection and completion of the said new building/s.

- xii) To remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the said new building and/or buildings in accordance of the plan and to pay perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid performed and observed.
- xiii) The Developer alone shall be responsible and liable for payment of any wages or compensation or other moneys payable to any workmen, contractor of the Developer for any workmen, contractor of the Developer for any work, dispute, accident or injury to such persons in the course of the proposed development on the said Property. The Developer and/or its contractors shall comply with all labour laws including ESIC, Provident Fund and Insurance payments and settle disputes and claims in the event of death or injury to any persons on site engaged during development of the said property.

ARTICLE VII

LICENSE TO ENTER UPON THE SAID PREMISES

7.1 Immediately after the plan is sanctioned, the Developer at such time as the Developer in its absolute discretion may deem fit and proper, shall be entitled, as a Licensee of the Owner, to enter upon the said Premises for the purpose of undertaking the work of construction erection and completion of the said new building in accordance with the said Plan it being expressly agreed that prior thereto the Developer without in any way causing any disturbance, hindrance or annoyance to owner shall be entitled to enter upon the said Premises for the purpose of undertaking preliminary works such as:

1. Carrying out survey of the said Premises
2. Causing the soil to be tested

3. To undertake all other preliminary work for the purpose of undertaking development of the said Premises

IT BEING made expressly clear that the possession of the said Premises is not being given nor intended to be given by the Owner to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act 1882 read with Section 2 (47)(v) of the Income Tax Act 1961, it being expressly agreed and declared that juridical possession of the said Premises shall always vest in the Owner until such time the development is completed in all regards.

7.2 The said new building shall be constructed erected and completed with such materials and/or specifications (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written) and unless otherwise agreed upon and unless prevented by circumstances of force major the Developer shall construct erect and complete the new building within a period of 24 months from the date of grant of sanction plan with a grace period of 6 months.

ARTICLE -VIII

SALES AND ALLOCATION OF SALE PROCEEDS

8.1 It has been agreed between the parties hereto that the total constructed area and/or saleable space forming part of the development shall be sold by the Developer in consultation with the Owner from time to time to various intending Purchasers. The entire receivables/realizations will be accepted in a ESCROW account and then will be transferred as per the JDA in their respective ratios.

8.2 The Developer shall prepare a monthly account of all sales made, amount received from the Purchasers and amount paid to the Owner during

the month and submit the same to the Owner within the 5th date of the succeeding month and this will be applicable for the ESCROW account as well.

8.3 The Developer shall not make any booking at the rate lower than **Rupees Sixteen Thousand** being the rate agreed with the Owner for the purpose. However if any circumstances the flats/units are sold at a rate lower than the agreed rate the same shall be decided amicably in writing. Escalation will be at Rs 100 per floor and car parking charges at Rs 15 lacs per car park minimum.

8.4 The Owner shall execute and register all sale agreements / Deed of Conveyances with the intending Purchasers and the Developer shall join the same as Confirming Party.

ARTICLE -IX OWNER OBLIGATIONS

9.1 The Owner have agreed:

- i) That the Owner shall handover possession of the aforesaid property on as it is basis for the purpose of the development to the Developer who shall hold the same in trust who shall engage his security guards to safeguard the aforesaid property.
- ii) The Owner also gives consent to Developer to make its office room in the aforesaid property and the same shall be simultaneously demolished on completion of the project.
- iii) To extend all co-operation with the Developer in all respect for development of the aforesaid property in terms of this Agreement.

- iv) To sign and execute necessary document or documents as may be found necessary including any declaration as may be required from time to time by the Developer for obtaining required permissions, approvals and/or sanctions to enable them to undertake the construction of the new buildings in accordance with the sanctioned plan.

- v) To execute a Registered Specific Development Power of Attorney in favour of the Developer or its nominee or nominees to enable the Developer to obtain the sanction and/or revalidation and/or modification of the sanctioned plan, if necessary in the proposed buildings/building complex from the Appropriate Municipal Authority and to do such other acts, deeds and things which are necessary and/or required towards the construction work of the proposed building/buildings/ complex, and also for implementing the terms and conditions of this Development Agreement.

ARTICLE -X
DEFAULT AND REMEDIES

10.1 The Developer shall not commit any default and/or breaches of any of the terms and conditions herein contained and on the part of the Developer to be paid performed and observed or in the event of the Developer failing to complete the said new Building and/or Buildings within the completion date as herein before recited then and that event without prejudice to any of the risk claims contentions, which the Owner may have against the Developer, the Developer shall be liable and has agreed to pay to the Owner a compensation of Rs.5,00,000/- (Rupees Five Lakhs) only per month for a maximum period of 3 months. After expiry of grace period of 3 month the Developer & Owner will mutually decide future course of action, which will be in favour of the owner. In

case mutual agreement is not arrived, the matter will be referred to an Arbitrator who shall be mutually appointed. All costs and legal expenses of this arbitration shall be borne by the developer.

ARTICLE -XI
PROJECT DECISIONS

11.1 The Developer shall, in the best interest of the project and based on techno-commercial feasibility, be empowered to take binding decisions in respect of matters including, but not limited to the following:

- i) Nature of Development: Residential and/or commercial after mutual consent.
- ii) Materials to be used for the Project- as per annexure attached.
- iii) Name of the Project will be fixed mutually as agreed between the parties.
- iv) The Developer and the owner have mutually agreed that out of the sales revenue so deemed to be received 4% of the same will be utilized towards brokerage, marketing and sales promotion of the project which is to be shared as per JV ratio.

ARTICLE -XII
PROCEDURE

12.1 The Owner shall execute and register a Power of Attorney in favour of the Developer and/or its representative/s as may be required for the purpose of obtaining necessary permission approvals and sanctions from different Authorities in connection with the development of the said property and construction of the new building/s and also for pursuing and following up the matter with the various statutory authorities like Urban Land (Ceiling and Regulation) Act, 1976, Fire Department, West Bengal Promoter Act etc. and other statutory authorities.

12.2 Immediately upon the Developer's obtaining the sanction plan for construction of the New Building for development of the said property, the

Developer shall be entitled to demolish the existing structure, if any. The Developer shall bear and pay all the Municipal taxes and other taxes related to the said property immediately from the date of signing of this agreement and till the date of completion of the aforesaid project. The Developer shall indemnify and keep indemnified the Owner from and against non-payment thereof.

ARTICLE – XIII **BUILDING**

13.1 The Developer shall at its own costs and efforts construct erect and complete the New Building/s at the said property in accordance with the sanctioned plan as per the common amenities and facilities & specification described in the **SECOND SCHEDULE** hereunder written with first class materials as may be certified by the Architect and the same shall be completed within the said completion date.

13.2 Subject to aforesaid the decision of the Architect regarding the quality of the materials shall be final and binding between the parties hereto and the said New Building/s will be constructed erected and completed in accordance with the specification details whereof are mentioned in the **SECOND SHCEDULE** hereunder written.

13.3 The Developer shall install and erect in the said New Building/s at its own costs lift/lifts and generator of sufficient capacity as may be required for the purpose of running water pump, lift, lighting common spaces/staircases, tube well, water tanks of sufficient capacity overhead/underground reservoir, electrification. Till permanent electric connection is obtained, a temporary electric connection shall be provided and other facilities as are required to be provided in a residential and/or multi storied building in the said locality having self contained apartment or commercial units for sale on Ownership basis therein, or as may be mutually agreed.

13.4 The Developer shall make all payments towards deposit to CESC and HT/LT line charges for cable restoration, transformer, generator, meters and sub-meters and other charges on account of various facilities and amenities provided in the said development and/or the said property, hereinafter referred to as 'EDC' (Extra Development Cost) it being expressly agreed that all such charges shall in the first instance be paid and borne by the Developer and the Developer may realize the proportionate charges from the purchasers and the same shall belong to the account of the Developer alone.

13.5 The Developer shall at its own costs and expenses and without creating any financial and other liability on the Owner construct and complete the New Building/s and various units and/or apartments therein in accordance with the sanctioned building plan/any amendment thereto or modification thereof made or caused to be made by the Developer and to obtain completion certificate.

13.6 All costs charges and expenses including Architect's / structural engineer's fees shall be discharged by the Developer and the Owner shall bear no responsibility in this context.

13.7 The Owner shall not cause any obstruction or interference in the Developer continuing with the construction erection and completion of the said New Building and the development of the said property.

ARTICLE – XIV COMMON FACILITIES

14.1 That on completion of the aforesaid project and receipt of completion certificate (CC), if any area remain unsold in such case both the Owner and the Developer shall be liable for payment of the Municipal Taxes, maintenance charges and other outgoings in respect of the same in their respective ratio. It is, however, made clear that in case the Developer initially required to incur the said expenses, the same will be reimbursed out of the Sale Proceeds on completion of the sale of the said unsold area.

14.2 The Owners shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said new building or buildings.

ARTICLE – XV
FORCE MAJEURE

15.1 Notwithstanding anything contained under this Agreement, neither the Developer nor the Owner shall be responsible for any delay or any breach if such delay or breach is caused by reason of any change of Laws Rules, Regulations or any Restrictions imposed by any Government or other Authority including any Judicial Authority, or by reason of war, civil commotion or total non-availability of any manpower or natural calamity or any Act of God or due to any other similar reason beyond the reasonable control of the Developer or the Owner as the case may be.

15.2 The delay occurring due to any Force Majeure event shall be excluded for computing the timelines stipulated in this Agreement. The Developer shall be entitled to corresponding extension of time for the days lost due to the factors stated above.

ARTICLE – XVI
OWNER'S INDEMNITY

16.1 The Owner hereby undertake that the Developer shall be entitled to the development of the aforesaid property without any interference and/or disturbance by the Owner **PROVIDED** the Developer performs or fulfills all the terms and conditions herein contained and on its part to be observed and performed.

ARTICLE -XVII
DEVELOPER'S INDEMNITY

- 17.1 The Owner shall be entitled to depute and/or keep at the site one of their employees / authorized representative who shall be responsible to the Owner till such time the project is completed **PROVIDED HOWEVER** such employee / representative shall not in any way interfere with the progress of the work at the said property. However even if the owner keeps an authorised representative the developer will in no way be freed from its responsibilities and duties.
- 17.2 The Developer hereby undertakes to keep the Owner indemnified and indemnify the Owner against all Second party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the said building.
- 17.3 The Developer hereby undertakes to keep the Owner indemnified and indemnifies the Owner against all actions suits costs proceedings and claims that may arise out of the Developer's action with regard to the development of the said property and/or in the matter of construction of the said building and/or for any defect therein.
- 17.4 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise of the Developer, the Architect or their labour or contractors, the same shall be on account of the Developer and the Owner shall be fully absolved of any liability or claim thereof or there from.
- 17.5 The Developer hereby undertakes that without prior written permission of the Owner the Developer shall not assign and/or transfer this Development Agreement to anyone whosoever.

ARTICLE XVIII
BREACHES

18.1 If after the plan is sanctioned and the Developer has commenced the work of construction, if the Developer fails to complete the said new building within the time as aforesaid i.e. within a period of 24 months from the date of grant of sanction plan with a grace period of 6 months, then and in that event the Owner shall be entitled to undertake the Remaining Works and to complete the same either by itself or through some other Developer and in such an event the Developer shall be liable to reimburse the Owner for all costs charges and expenses incurred in connection therewith.

ARTICLE -XIX
DEFECT IN CONSTRUCTION AND DEFECT LIABILITY PERIOD

19.1 In case of any defect including Structural Defect in the building or part thereof constructed on the said property, whether detected while the work is in progress or within such time after completion, as prescribed by Real Estate (Regulation and Development) Act 2016, West Bengal Real Estate (Regulation and Development) Rules 2016, and other statutes the Developer shall take immediate steps to rectify the defects at its cost to the satisfaction of the Owner/Purchaser.

19.2 The responsibility herein shall not cover defects, damage or malfunction resulting from (a) misuse (b) unauthorized modifications or repairs done by the purchaser or their nominee / agent, (c) cases of force majeure (d) failure to maintain the amenities / equipments (e) accident and (f) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms.

ARTICLE - XX
MISCELLANEOUS

20.1 The Owner and the Developer have entered into this Agreement purely as a contract and nothing contained therein shall be deemed to be construed as a 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.

20.2 It is understood that from time to time to facilitate the development of the said property by the Developer, various deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owner, and various applications and other documents may be required to be signed or made by the Owner relative to which specified provisions may not have been mentioned herein, the Owner herein undertake to do all such acts deeds matters and things that may be reasonably required to be done in the matter and the Owner may execute any such additional Power(s) of Attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertake to sign and execute all such additional applications and documents as the case may be **PROVIDED THAT** all such acts deeds matters and things do not in any way infringe on the rights of the Owner as and/or go against the spirit of this Agreement.

20.3 Any notice required to be given by any of the parties hereto shall be served at the address of the parties given herein unless any of the parties notify change of address, in writing, and such notice shall be deemed to have been served upon the other party if sent by pre-paid registered with acknowledgement due to at the aforesaid addresses.

20.4 Nothing in these presents shall be constructed as demise or assignment or conveyance in law by the Owner of the said property or any part thereof to the Developer or as creating any right title or interest in respect thereof in the Developer other than in exclusive license to the Developer to commercially exploit the same in terms hereof.

20.5 An association of the Owners/prospective purchasers of the apartments etc. comprised in the said property shall be formed and both the Developer and Owner shall cause each of the Apartment/unit Owner/Purchaser to whom they would transfer their respective right, title and interest of the Apartment to join the Association. The Association of Owners' of the Apartment, the Board of Management thereof shall be entitled to delegate the day to day function of the Association.

20.6 This Agreement is personal to the parties hereto and none of the parties shall be entitled to transfer and/or assign the benefits of this Agreement to any other person and/or persons without the consent of the other party, in writing.

20.7 Whether or not the transactions contemplated by this Agreement are completed in accordance with the terms hereof, the Parties hereto agreed to hold in confidence and shall not disclose in any manner to any Second party or use for any purpose other than that for which it is disclosed any information relating to the marketing strategies, customers, finance, advertisement, and other business policies of the other party.

The foregoing shall not apply if:-

- i) Such information is in the public domain through no fault of the disclosing party;
- ii) Such information was in possession of the receiving party prior to its disclosure and which was not previously obtained from the disclosing party; or
- iii) Such information was furnished to the receiving party by a Second party as a matter of right without restriction on disclosure.

20.8 If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part thereof shall, to that extent, be deemed not to form part of this Agreement but the validity and enforceability of the remainder of

this Agreement shall not be affected. All Agreements/Deeds, if any executed prior to this Agreement containing any clause in contrary to those specified under this Agreement shall be deemed to be cancelled and of no effect to that extent.

20.09 Upon completion of the building, if there remains any unsold portion in the New Building, the Owner and the Developer shall share such unsold portion in proportion of their respective share. After such allocation each of the parties shall be the absolute owner of their respective area and each one of them shall be at liberty to deal with the same in its absolute discretion. GST liability arising out of the aforesaid allocations is to be met by the respective parties. In case any party decides to enter any Agreement for Sale with any intending Purchaser, the other party shall cooperate in all respect and if required, shall join in such agreement as "Confirming Party".

ARTICLE - XXII DOCUMENTATION

22.1 The parties have agreed that Shri Bhupendra Gupta, Advocate of 6 Old Post Office Street Kolkata-700001 will be the Advocate for this project. The Owner shall have liberty to appoint another Advocate of their choice for representation on their behalf.

22.2 Shri Bhupendra Gupta, Advocate will prepare or cause to be prepared the draft of the agreements for sale and other documents for sale and transfer of the saleable spaces in the proposed project.

ARTICLE - XXIII
ARBITRATION

- 23.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents and/or the said property or determination of any liability either during subsistence of this Agreement or after expiry thereof shall be referred to the sole arbitrator, to be appointed by both the Owner and the Developer herein and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being thereto in force.
- 23.2 The Arbitrator will have summary powers and will be entitled to set up his own procedure and the Arbitrator shall have power to give interim awards and/or directions.
- 23.3 The parties agree and covenant with each other that they will have full trust and faith in the Sole Arbitrator and agreed to abide by all the award and/or directions and not to challenge or dispute the same in any manner, whatsoever, or howsoever.
- 23.4 District Court at Alipore alone shall have jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties hereto.

ARTICLE - XXIV
NEGATIVE COVENANTS

- 24.1 As and by way of negative covenants the Owner have further agreed:
- i) Not to enter into any agreement for sale, transfer, lease and/or development nor create any interest of a Second party into or upon the said Land save and except the constructed area, open and covered car parking and other saleable area forming part of Owners Allocation or share.

- ii) Not to do any act deed or thing whereby the Developer is prevented from undertaking development of the said Land.
- iii) To do all acts deeds and things to facilitate development of the said Land.

ARTICLE XXV

DISTRIBUTION OF REALIZATIONS, EXTRAS, DEPOSITS

25.1 **RATIO IN REALIZATIONS:** The Realizations arising in respect of the Transfer of the Transferable Areas shall belong to the Owner and the Developer in the Agreed Ratio respectively and to be shared and distributed between them in the manner agreed to by and between the parties.

25.2 **DEPOSITS :** The EDC/Utility Deposits receivable from the Transferees shall be received by and be held by the Developer alone and shall not be distributed between the parties and shall be transferred to the Maintenance In-charge upon Building Complex Completion.

25.3 **MODUS OF DISTRIBUTION OF REALIZATIONS:** All Realizations (including part payments) received with or without TDS and/or GST in respect of the Transferable Areas shall be deposited in a separate bank account (hereinafter referred to as "ESCROW ACCOUNT") under the joint signature of one of the Owner's representative and the Developer's authorized representative. There shall be a mandate or standing irrevocable instructions to the bank holding the Escrow Account about remittance of the funds therein to the respective bank accounts of the Owner and the Developer as follows:-

- (i) The GST(if any forming part of the funds deposited in the Escrow Account) to be remitted in a bank account of the Developer for compliances to be made by the Developer;
- (ii) 67.2 % of the total Realizations to be remitted to the bank account/s of the Owner after deduction of 2.8% out of the 4% being the landlords share on account of marketing and brokerage

- (iii) 28.8 % of the total Realizations to be remitted to bank account of the Developer after deduction of 1.2% out of the 4% (four percent) on account of marketing and brokerage.
- (iv) The aforesaid amounts so deducted on account of marketing and brokerage to be remitted in a bank account of the Developer and shall be utilized accordingly and accounts to be furnished to the Owner.
- (v) The parties shall fulfill the statutory compliance in respect of TDS as required under the laws for the time being in force

25.4 **EDC/UTILITY & DEPOSITS:** All EDC as per **PART-I** of the **THIRD SCHEDULE** hereto that may be charged from any Transferee shall not form part of the Realizations. In case the Developer desires to add or alter the EDC, the same shall be decided upon by the parties by mutual consent in writing. All Deposits as per **PART-II** of the **THIRDSCHEDULE** hereto that may be agreed to be charged by the Developer directly from any Transferee shall be taken and deposited by the Developer separately in its separate bank account. In case the Developer desires to add or alter the Deposits, the Developer shall take consent of the Owner in respect thereof in writing which shall not be unreasonably withheld. The Developer shall not charge any EDC and Deposits which are contrary to the prevalent laws. The residue remaining with the Developer on account of Deposits shall be handed over by the Developer to the Maintenance In-charge upon the Building Complex Completion after adjusting the dues and arrears receivable by the Developer.

FIRST SCHEDULE AS REFERRED TO ABOVE

All that piece and parcel of land with partly constructed area upto B+G+3½ floor, land measuring about 16 Cottahs 14 Chittaks 29 Sq.Ft. to be little more or less being municipal Premises No.7 Pramathes Barua sarani (previously known as Ballygunge Circular Road) Kolkata-700019, P.S. Ballygunge in Ward No. 69 at present Borough – VIII under the Kolkata Municipal Corporation, (1) Basement measuring about 475.806 Sq. Mtr. (5123 Sq. Ft.) (2) Ground floor measuring about 376.293 Sq. Mtr. (4052 Sq. Ft.), (3) First Floor measuring about 396.823 Sq. Mtr. (4273 Sq. Ft.) (4) Second Floor measuring about 387.271 Sq. Mtr. (4170 Sq.ft), (5) Third Floor measuring about 387.271 Sq. Mtr. (4170 Sq. ft.), and (6) Fourth Floor measuring about 387.271 Sq. Mtr. (4170 Sq. ft.) (only foundation Dhalai work (R.C.C. frame work only upto foundation level and thereafter no any construction work has been done any further)(no roof) having cemented flooring, which is butted and bounded as follows:-

ON THE NORTH : By 5, Ballygunge Circular Road;

ON THE SOUTH : By Rowland Road;

ON THE EAST : By Ballygunge Circular Road;

ON THE WEST : By 5, Ballygunge Circular Road.

Road Zone: (A.J.C Bose Rd – Rainy Park)

SECOND SCHEDULE AS REFERRED TO ABOVE

(COMMON AMENITIES AND FACILITIES & SPECIFICATION)

(COMMON AMENITIES AND FACILITIES)

The staircases, lifts, staircase lobbies, lift lobbies, ground floor lobbies, fire escapes and common entrances and exits of the building/s;

Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating system, water conservation and renewable energy (if required);

The sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;

All facilities and amenities as may be provided;

Lift machine rooms;

Landscaped areas;

Transformers and CESC Utility Areas;

Fire fighting system as per fire department recommendations.

Facility Managers' Office, Association Room, Store Rooms, Security Guards Change Room, common toilets (if applicable);

Driveways and pathways (except areas earmarked by the Developer as car parking spaces).

(Specifications as regards constructions of and fittings and fixtures to be provided in the Units and Common Areas)

A. Structure:-

- a. Foundation: RCC Pile Foundation
- b. Building: Reinforced Concrete Cement (RCC) framed structure with columns, beams and slabs. Earthquake resistant.

B. Elevators:-

- a. Two Nos. of Automatic Lift of (8/10 passenger) each of reputed company.

C. Flooring:-

- a. All premium quality imported Italian marble slab flooring in the dining, drawing bed rooms and superior quality tiles of Kajaria, Orient, Johnson or equivalent make on the walls and floors of bathroom. All kitchens and bathrooms floors to be properly water proofed along with the roof.

D. Doors & Windows:-

- a. Windows – large French type Aluminum/UPVC (Fenesta or Similar) matching with the elevation

- b. Teak wood panel doors and frames for all rooms with decorative main doors fitted with Yale/Hettich/Hafele night latch on main door with a brass handle. All other doors to have Yale/Hettich/Hafele or equivalent locks and fittings of high quality.

E. Wall Finish and Interiors:-

- a. Cement putty finish on all interior walls.
- b. Common areas will be painted with Acrylic Emulsion Paint.
- c. All Lobbies with decorative ceiling and Imported/ Italian marble/ Granite/ Stone paneled lift façade and flooring.
- d. Anti-termite, treatment on land and building plinth

F. Electrical:-

- a. Copper wiring throughout in concealed conduits with provision for adequate light points, TV, Telephone Sockets with MCB's with premium quality switches of Schnieder, Crabtree or equivalent. Electronic tripping device in each flat to avoid shocks (ELCBS).
- b. Best quality copper wiring with A/C points in all the bedrooms, sitting & dining.

G. Kitchen:-

- a. Granite top cooking platform with one stainless steel sink with/ without drain-board and 2 ft. height premium quality vitrified tiles of Kajaria, Johnson, Orient or equivalent above platform with black/green marble/granite flooring.
- b. Hot and cold water line in the Kitchen
- c. Exhaust fans in Kitchen

H. Bathroom:-

- a. Premium quality Jaguar/ Roca/Kohler fittings in all the bathrooms
- b. Light coloured Roca/Kohler sanitary ware
- c. Hot and cold water line in all the bathrooms.

- d. Facilities for exhaust fans in bathrooms
- e. Geyser points in all bathrooms &
- f. 1 washing machine point per flat.

I. General Facilities:-

- a. Intercom facility in each flat (with closed circuit T.V.) for communication between main lobby, gate and flats
- b. DTH/Cable connection in all bedrooms and drawing room (At extra cost)
- c. Generator Back-up of TIL/Volvo/Perkins/ Jackson or equivalent in full to each flat to be made available with automatic changeover and overload protection three phase type (at extra cost)
- d. Well Developed Common Roof with Landscaping
- e. Water proofing of the roof
- f. Deep Tube-well and corporation supply with adequate UG reservoir for drinking and fire fighting water along with iron removal and filtration unit
- g. Driveway – Greenery, flowerpots/creepers. Floors with heavy duty tiles/ stone
- h. Provisions for 2 Telephone lines in each flat
- i. Decorative Boundary wall with proper landscaping and as per specification of the Architect
- j. Mechanical/ Covered/ Pit/ Open parking on the ground floor.

THE THIRD SCHEDULE ABOVE REFERRED TO:**EXTRAS AND DEPOSITS****PART-I****(EXTRAS)**

1. The Developer shall charge the Transferees the following amounts as Extras:
 - (a) Proportionate share of the costs charges and expenses for procuring transformer, electricity connection for the Project
 - (b) Costs, charges, expenses for common generator and its accessories and providing for supply of power therefrom to the Units during power failure
 - (c) Costs and charges for Mutation and Apportionment of the Units in the records of the Kolkata Municipal Corporation and expenses for formation of Association
 - (d)** Towards the fees and/or legal charges of the Advocates for preparation of Agreements and the Sale Deeds
- 1.1 The Developer shall also charge the following amounts
 - (a) Proportionate share of any costs charges and expenses for setting up or providing any additional or extra common area or installation in variation and/or addition to those mentioned in the **SECOND SCHEDULE** hereinabove written.
 - (b) All stamp duty, registration fees and allied expenses on execution and registration of the proposed Agreement and of the sale deed or deeds and other documents to be executed and/or registered in pursuance thereof.
 - (c) Security Deposit and the expenses as may be required by CESC Limited or other electricity provider for individual meter in respect of the Units directly with CESC Limited or other provider and proportionate share of the security deposit in respect of the common meters in respect of the Common Areas and Installations.
 - (d) Goods and Service Tax (GST), or any other statutory charges/levies by any name called, if applicable and payable on construction of the Units or on the transfer thereof and/or on

any amount or outgoing (including Maintenance Charges) payable by the Transferees in respect of the Units.

- (e) All taxes, levies, betterment fees, development charges etc., under any statute rules and regulations on the said Premises and/or the Units and/or the Building or on the construction or transfer of the Units envisaged hereunder payable by the Transferees wholly if the same relates to the Units and otherwise proportionately.

PART-II

(DEPOSITS)

1. The Developer shall take from the Transferees the following Deposits :
 - (a) Towards Deposit, free of interest, to remain in deposit with the Developer to meet therefrom, in the event of default by the Transferees, in making payment of the maintenance charges and proportionate liability towards the other Common Expenses or any other outgoing relating to the Units
 - (b) Towards Deposits, free of interest, to remain in deposit with the Developer till mutation of the Units in the name of the Transferees is effected in the records of the Kolkata Municipal Corporation and in the event any arrear Municipal tax is payable for the period from the date of possession till such mutation, the Developer shall meet the same from the said deposit

REFUNDABLE SECURITY DEPOSIT

RECEIVED with thanks from the above named developer a sum of **Rs. 50,00,000/- (Rupees Fifty Lakhs)** only as security deposit in respect of the said land in presence of the following witnesses.

Date	In Favour of	Pay Order No.	Bank	Branch	Amount
24.02.2022	EKRAM HOTELS PRIVATE LIMITED	004035	HDFC Bank	New Market	50,00,000.00
<u>TOTAL RUPEES FIFTY LAKHS ONLY</u>					

Witnesses:-

1. Animesh Chugh
6, Old Post Office St
Kol - 1
2. Wasim Jaji
H8, Gindan Abbas Lane.
Kol - 24.

EKRAM HOTELS PVT. LTD.

Director

SIGNATURE OF THE LAND

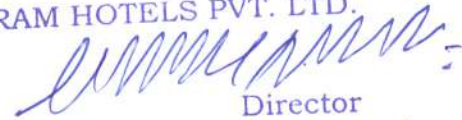
OWNER

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

**SIGNED SEALED AND DELIVERED BY THE
OWNER AT KOLKATA IN PRESENCE OF:**

1. Animesh Chosh
6, Old Post Office St
Kol - 1
2. Hasinisi
48, Gaudan Abbas Lane
Kol - 29.

EKRAM HOTELS PVT. LTD.



Director

(OWNER)

**SIGNED SEALED AND DELIVERED BY THE
DEVELOPER AT KOLKATA IN PRESENCE OF:**

1. Animesh Chosh
2. Hasinisi

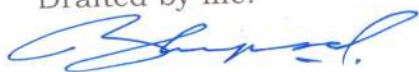
KZAR DEVELOPERS LLP



Authorised Signatory

(DEVELOPER)

Drafted by me:



(BHUPENDRA GUPTA)

Advocate











HIGH COURT AT CALCUTTA

Enrolment No. WB/98/2001










SPECIMEN FORM FOR TEN FINGERPRINTS



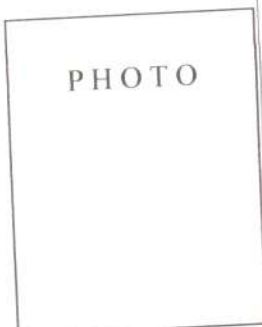
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	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
						

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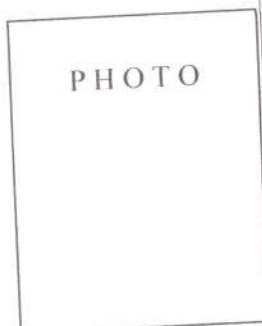


	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
						
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
						

M. M. M. M. M.



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



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



EKRAM HOTELS (P) LTD.

Plot No. 56/A,
Opp. Wipro Gate No.5,
Electronic City,
Bangalore-560 100.

CIN: U55101KA2011PTC059354

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF EKRAM HOTELS PRIVATE LIMITED HELD ON 22ND DAY OF FEBRUARY, 2022 AT 10, ELLIOT ROAD, KOLKATA - 700016

The Chairman informed the Board that the Company has decided to enter into joint ventures for development of land/property situated at 7, Pramatosh Barua Sarani, (previously known as Ballygunge Circular Road), Kolkata - 700019 and suggested the board to authorize someone to sign and complete all the paper work and enter into agreement.

After discussion it was:-

RESOLVED THAT Mr. Mohammed Tahseen Ekram (DIN No. 03441520), be and is hereby singly authorised to enter into an agreement or joint venture with any developer for joint development of piece and parcel land with partly constructed area up to B + G + 3½ floor, land measuring about 16 Cottahs 14 Chittacks 29 Sq. Ft. to be little more or less being municipal Premises No. 7, Pramatosh Barua Sarani, (previously known as Ballygunge Circular Road), Kolkata - 700019, P.S. -Ballygunge in Ward No. 69 at present Borough - VIII under the Kolkata Municipal Corporation on such terms and conditions as he may consider most appropriate and in the best interest of the company.

RESOLVED FURTHER THAT Mr. Mohammed Tahseen Ekram (DIN No. 03441520), be and is hereby singly authorized to execute on behalf of the company such documents and papers as may be required for such joint venture for development of the land/premises and to appear before such authorities as may be necessary for giving effect to the said deal and to attend to all matters incidental thereto.

RESOLVED FURTHER THAT Mr. Mohammed Tahseen Ekram (DIN No. 03441520) is also singly authorized to do all such acts deeds and things as may be deemed necessary to give effect to the above resolution.

Specimen Signature of Mr. Mohammed Tahseen Ekram:

EKRAM HOTELS PVT. LTD.

Signature

Director

RESOLVED FURTHER THAT a certified true copy of the resolution signed by any one of the director of the Company may be forwarded to the concerned authorities."

Certified True Copy

For Ekram Hotels Private Limited

EKRAM HOTELS PVT. LTD.

Director

Shabnam Ekram
DIN No. 03441533

Director

For Ekram Hotels Private Limited

EKRAM HOTELS PVT. LTD.

Director

Mohammed Tahseen Ekram
DIN No. 03441520

Director

आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

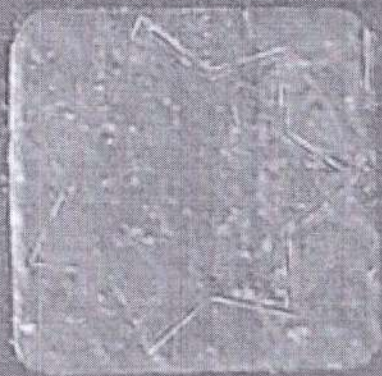
GOVT. OF INDIA

EKRAM HOTELS PRIVATE LIMITED

27/06/2011

Permanent Account Number

AACCE7579H



19072011

EKRAM HOTELS PVT. LTD.

Dir

बोर्ड ऑफ़

पंजीकृत विदेशी भारतीय नागरिक (ओ.सी.आई.) निम्नलिखित सुविधाओं का हकदार होगा:

- 1 भारत आने हेतु अनेक बार प्रवेश सहित बहुपयोगी आजीवन वीजा।
- 2 भारत में किसी भी अंतराल तक रहने के लिए एक आर आर ओ / एक आर ओ के पंजीयन से छूट।
- 3 अनिवासी भारतीयों की तरह, कृषि / बागान के लिए सम्पत्ति के अधिग्रहण को छोड़कर, आर्थिक, वित्तीय और शैक्षिक कार्यों में समानता।

REGISTERED O.C.I. IS ENTITLED TO THE FOLLOWING BENEFITS:

- 1 Grant of multiple entry, multi-purpose life long visa to visit India;
- 2 Exemption from registration with FRRO / FRO for any length of stay in India; and
- 3 Parity with NRIs in economic, financial and educational fields except in matters relating to acquisition of agricultural / plantation properties.

विदेशी भारतीय नागरिक योजना की अन्य जानकारी हेतु संपर्क करें:

गृहमंत्रालय का वेबसाइट : www.mha.nic.in

For other information on O.C.I. Scheme

Visit MHA's website : www.mha.nic.in

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सावधानी

- 1 यह प्रमाणपत्र भारत सरकार की सम्पत्ति है। जारी करनेवाले प्राधिकारी की ओर से इस प्रमाणपत्र के बारे में, इसे वापस करने सहित कोई भी सूचना प्राप्त होने पर, उसका तुरन्त अनुपासन किया जाए।
- 2 इस प्रमाणपत्र में कोई परिवर्तन न किया जाए या किसी भी प्रकार से इसे क्षतविक्षत भी न किया जाए।
- 3 यह प्रमाणपत्र गुप्त हो जाने या खोती हो जाने पर उसकी सूचना मिखाट के भारतीय मिशन को और यदि धारक भारत में हो तो ओ.सी.आई. प्रकोन्ट, नागरिक अनुभाग, विदेश प्रभाग, गृहमंत्रालय, जैसलमेर हाऊस, मन्सिंह रोड, नई दिल्ली -110011 को तुरन्त दी जाए।

CAUTION

- 1 This certificate is the property of the Government of India. Any communication received by the holder from the Issuing Authority regarding this certificate including demand for its surrender should be complied with immediately.
- 2 This certificate must not be altered or mutilated in any way.
- 3 Loss, theft or destruction of this certificate should be immediately reported to the nearest Indian Mission abroad or to the O.C.I. cell, Citizenship Section, Foreigners Division, Ministry of Home Affairs, Jaisalmer House, Mansingh Road, New Delhi-110011 if, the holder is in India.



पिता / कायूनी अधिकारक का नाम / Name of Father / Legal Guardian

MOHAMMED EKRAM

माता का नाम / Name of Mother

NOOR JEHAN EKRAM

पता / Address

13714 PALM STREET

CERRITOS

CA 90703

पासपोर्ट नं. / Passport No.

437843643

जारी करने की तिथि / Date of Issue

02/01/2008

जारी करने का स्थान / Place of Issue

LOS ANGELES

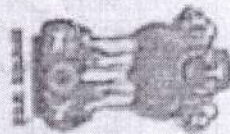
को भी कोई प्रमाणपत्र धारक का दिखने योग्य पहचान चिह्न / Visible Distinguishing Mark of OCI Certificate Holder

NONE

फाइल नं. / File No.

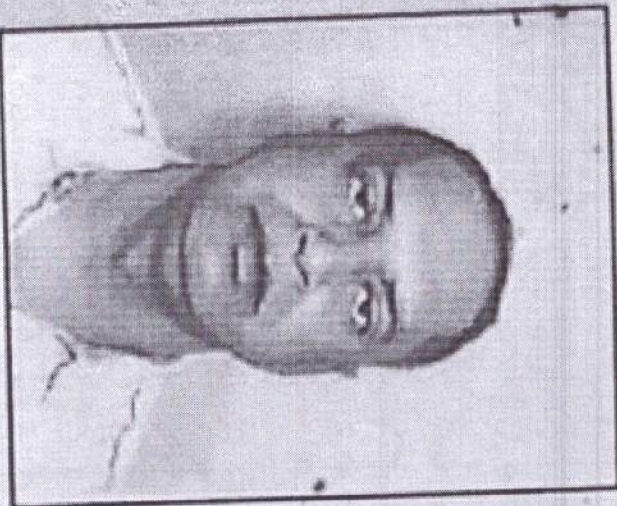
USAS00509509

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भारत सरकार

GOVERNMENT OF INDIA



Mohammed Tahseen

Ekram

DOB: 30/05/1968

MALE

8556 3461 3013



MERA AADHAAR, MERI PEHACHAN

Handwritten signature

आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

MOHAMMED TAHSEEN EKRAM
MOHAMMED EKRAM

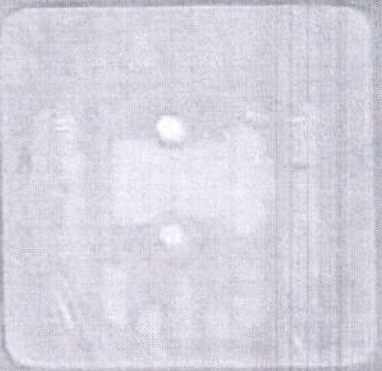
30/05/1968

Permanent Account Number

ALDPT8420H

Mohammed Ekram

Signature



Mohammed Ekram

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

KZAR DEVELOPERS LLP



08/07/2014

Permanent Account Number

AAOFK3041K

22072014




आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

ABDUL SAMAD AZAD
MUZAFFAR HOSSAIN

26/01/1960
Permanent Account Number
AFPPA8859R

Asamad Azad
Signature





ভারত সরকার
Government of India



আব্দুল সামাদ আজাদ
Abdul Samad Azad
পিতা : মোজাফ্ফার হুসৈন
Father : MOZAFFAR HOSSAIN
জন্মতারিখ / DOB : 26/01/1960
পুরুষ / Male



8257 0133 2969

আধার - সাধারণ মানুষের অধিকার



**ভারত সরকার**
GOVERNMENT OF INDIA


**ওয়াসিম রাজা**
Wasim Raja
পিতা : ওয়াকিল খান
Father : WAKIL KHAN

জন্ম সাল: Year of Birth: 1980
পুংস্ব / Male




7393 7542 7700


আধার - সাধারণ মানুষের অধিকার


**ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ**
UNIQUE IDENTIFICATION AUTHORITY OF INDIA


ঠিকানা, এইচ ৪, গুলাম আব্বাস লেন
গার্ডেন রীচ এস. ও, কোলকাতা, পশ্চিমবঙ্গ
700024

Address: H 8, GHULAM
ABBAS LANE, Garden
Reach S.O, Garden Reach,
Kolkata, West Bengal,
700024

 1947
1800 180 1947

 help@uidai.gov.in

 www.uidai.gov.in

 P.O. Box No.1947,
Bengaluru-560 001

Wasim Raja



Major Information of the Deed

Deed No :	I-1902-01646/2022	Date of Registration	24/02/2022
Query No / Year	1902-2000604176/2022	Office where deed is registered	
Query Date	23/02/2022 8:40:47 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Bhupendra Gupta 6, Old Post Office Street, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8336832283, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4311] Other than Immovable Property, Receipt [Rs : 50,00,000/-]		
Set Forth value	Market Value		
	Rs. 15,13,06,530/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,001/- (Article:48(g))	Rs. 50,091/- (Article:E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Ballygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Pramathesh Barua Sarani, Road Zone : (A. J. C. Bose Rd -- Rainy Park) , , Premises No: 7, , Ward No: 069 Pin Code : 700019

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	16 Katha 14 Chatak 29 Sq Ft		13,55,37,045/-	Property is on Road
Grand Total :				27.9102Dec	0 /-	1355,37,045 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	25958 Sq Ft.	0/-	1,57,69,485/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 9175 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 2 Years, Roof Type: Pucca, Extent of Completion: No door and windows</p> <p>Floor No: 1, Area of floor : 4273 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 2 Years, Roof Type: Pucca, Extent of Completion: No door and windows</p> <p>Floor No: 2, Area of floor : 4170 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 2 Years, Roof Type: Pucca, Extent of Completion: No door and windows</p> <p>Floor No: 3, Area of floor : 4170 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 2 Years, Roof Type: Pucca, Extent of Completion: No door and windows</p> <p>Floor No: 4, Area of floor : 4170 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 2 Years, Roof Type: Pucca, Extent of Completion: No door and windows</p>					
Total :		25958 sq ft	0 /-	157,69,485 /-	







Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	EKRAM HOTELS PRIVATE LIMITED 56/A, Opp. Wipro Gate 5, Electronic City, City:- Not Specified, P.O:- Electronic City, P.S:-AKKUR, District:- Bangalore, Karnataka, India, PIN:- 560100 , PAN No.:: AAxxxxxx9H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :




SI No	Name,Address,Photo,Finger print and Signature
1	KZAR DEVELOPERS LLP 63, Rafi Ahamed Kidwai Road, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016 , PAN No.:: AAxxxxxx1K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr MOHAMMED TAHSEEN EKRAM Son of Mr MOHAMMED EKRAM Date of Execution - 24/02/2022, , Admitted by: Self, Date of Admission: 24/02/2022, Place of Admission of Execution: Office	Photo  Feb 24 2022 1:36PM	Finger Print  LTI 24/02/2022	Signature  24/02/2022
	10, Elliot Road, City:- Kolkata, 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.:: ALxxxxxx0H, Aadhaar No: 85xxxxxxxx3013 Status : Representative, Representative of : EKRAM HOTELS PRIVATE LIMITED (as Director)			
2	Name ABDUL SAMAD AZAD (Presentant) Son of Late MUZAFFAR HOSSAIN Date of Execution - 24/02/2022, , Admitted by: Self, Date of Admission: 24/02/2022, Place of Admission of Execution: Office	Photo  Feb 24 2022 1:36PM	Finger Print  LTI 24/02/2022	Signature  24/02/2022

32A/1B, Taltala Lane, City:- Kolkata, P.O:- Park Street, P.S:-Taltola, District:-Kolkata, West Bengal, India
PIN:- 700016, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.::
AFxxxxxx9R, Aadhaar No: 82xxxxxxxx2969 Status : Representative, Representative of : KZAR
DEVELOPERS LLP (as Authorized signatory)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr WASIM RAJA Son of Late WAKIL KHAN H8, Ghulam Abbas Lane, G.R.Rd., City:- Not Specified, P.O:- Garden Reach, P.S:- Garden Reach, District:-South 24- Parganas, West Bengal, India, PIN:- 700024			
	24/02/2022	24/02/2022	24/02/2022
Identifier Of Mr MOHAMMED TAHSEEN EKRAM, ABDUL SAMAD AZAD			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	EKRAM HOTELS PRIVATE LIMITED	KZAR DEVELOPERS LLP-27.9102 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	EKRAM HOTELS PRIVATE LIMITED	KZAR DEVELOPERS LLP-25958.00000000 Sq Ft

On 24-02-2022

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

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

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

Presented for registration at 13:28 hrs on 24-02-2022, at the Office of the A.R.A. - II KOLKATA by ABDUL SAMAD AZAD ,.

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 15,13,06,530/-

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

Execution is admitted on 24-02-2022 by Mr MOHAMMED TAHSEEN EKRAM, Director, EKRAM HOTELS PRIVATE LIMITED (Private Limited Company), 56/A, Opp. Wipro Gate 5, Electronic City, City:- Not Specified, P.O:- Electronic City, P.S:-AKKUR, District:-Bangalore, Karnataka, India, PIN:- 560100

Identified by Mr WASIM RAJA, , Son of Late WAKIL KHAN, H8, Ghulam Abbas Lane, Road: G.R.Rd., , P.O: Garden Reach, Thana: Garden Reach, , South 24-Parganas, WEST BENGAL, India, PIN - 700024, by caste Muslim, by profession Law Clerk

Execution is admitted on 24-02-2022 by ABDUL SAMAD AZAD, Authorized signatory, KZAR DEVELOPERS LLP (LLP), 63, Rafi Ahamed Kidwai Road, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016

Identified by Mr WASIM RAJA, , Son of Late WAKIL KHAN, H8, Ghulam Abbas Lane, Road: G.R.Rd., , P.O: Garden Reach, Thana: Garden Reach, , South 24-Parganas, WEST BENGAL, India, PIN - 700024, by caste Muslim, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 50,091/- (B = Rs 50,000/- ,E = Rs 7/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 84/-, by online = Rs 50,007/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/02/2022 11:13AM with Govt. Ref. No: 192021220192229451 on 24-02-2022, Amount:Rs: 50,007/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1719610675 on 24-02-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,001/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 74,901/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 50925, Amount: Rs.100/-, Date of Purchase: 28/01/2022, Vendor name: S CHANDA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/02/2022 11:13AM with Govt. Ref. No: 192021220192229451 on 24-02-2022, Amount:Rs: 74,901/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1719610675 on 24-02-2022, Head of Account 0030-02-103-003-02

fm2

Satyajit Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2022, Page from 83810 to 83867

being No 190201646 for the year 2022.



Digitally signed by SATYAJIT BISWAS
Date: 2022.03.08 18:17:06 +05:30
Reason: Digital Signing of Deed.

img

(Satyajit Biswas) 2022/03/08 06:17:06 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.

(This document is digitally signed.)

A-4

2



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
24 FEB 2022



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

24 FEB 2022