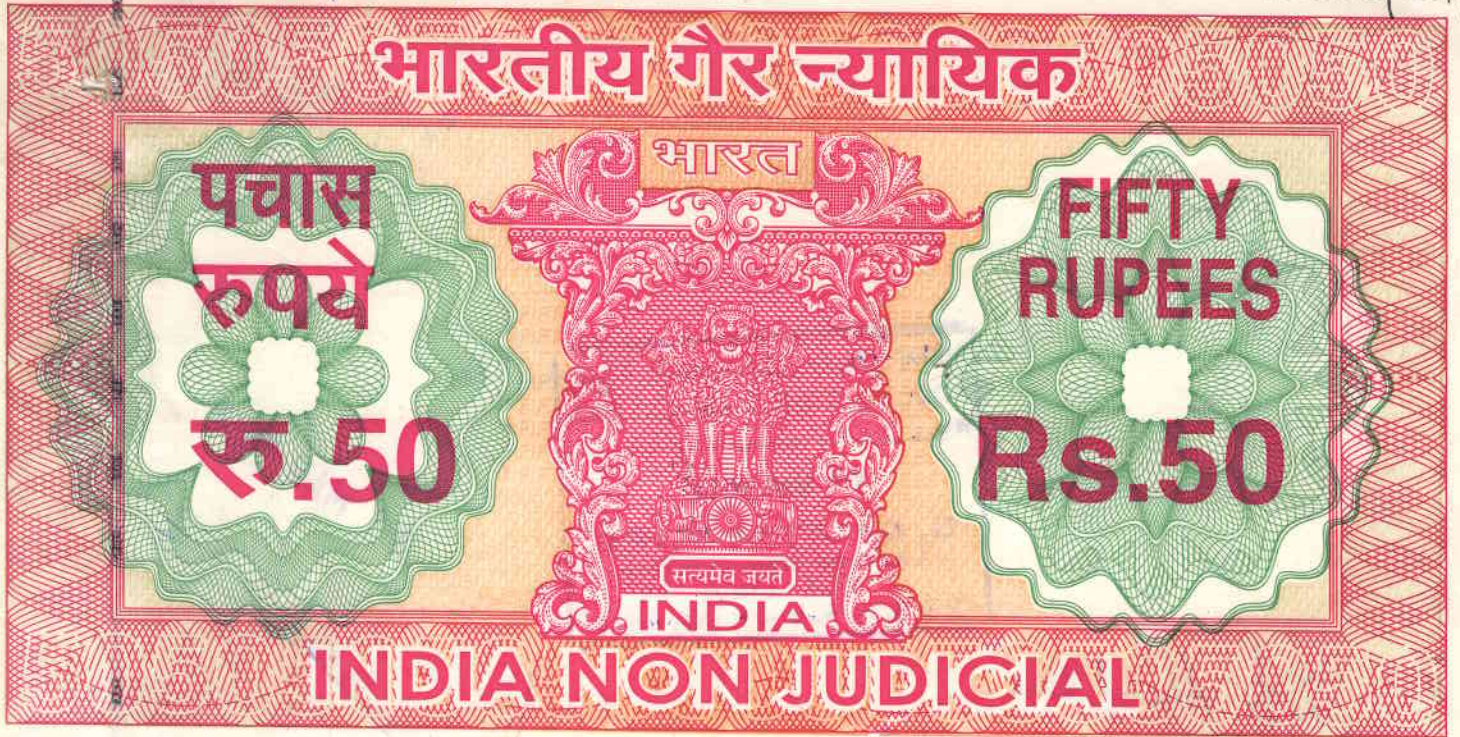


11950/2014

12305/2014

भारतीय गैर न्यायिक



पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL



Mr. 815 3860 N 862732

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

Additional Registrar of Assurances-II, Kolkata

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this the 24th day of **SEPTEMBER, 2014 (Two Thousand Fourteen)**

BETWEEN

1. **FARID MIRZA, PAN - AKDPM9102G**, son of Late Abid Mirza, by faith - Muslim, by occupation- Business, (2) **FARIA MIRZA, PAN - AKJPM0084H**, wife of Farid Mirza, by faith Muslim, by occupation Housewife, both residing at - 10/11, Mitra Lane, P.S. - Jorasanko, Kolkata - 700 007, hereinafter called and referred to as "**the OWNERS/FIRST PARTIES**" (which term or

28/6/14
24/9/14
Assurances II
Kolkata

33/5/14

24/9/14

24/9/14

M 96/18

NAME... Mr. Niraj D. Haldar
ADD... Hinghly Court, Calcutta
RS...
11 MAR 2014
S. CHATTERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kol-1

11 MAR 2014

1. Zafar Ahmed Khan



e - 7329

BEEU REALTY PRIVATE LIMITED

Zafar Ahmed Khan

DIRECTOR



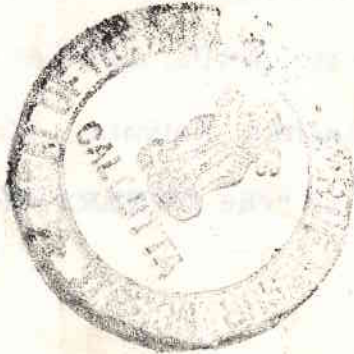
e - 7330

1. Javed Mirza



e - 7331

Javed Mirza



(FARIA MIRZA)
Identified by me

Abhishek Kumar Shaw
8/0 Laxman Shaw
G. P. M. Basti 4th Lane
Shibpur West - 711102
Service.

Additional Registrar of Companies - Kolkata
24 SEP 2014



Government Of West Bengal
Office Of the A.R.A. - II KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 12305 of 2014
(Serial No. 11950 of 2014 and Query No. 1902L000028690 of 2014)

On 24/09/2014

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

Presented for registration at 18.05 hrs on :24/09/2014, at the Private residence by Zafar Ahmed Khan ,Claimant.

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

Execution is admitted on 24/09/2014 by

1. Farid Mirza, son of Late Abid Mirza , 10/11, Mitra Lane, Kol, Thana:-Jorasanko, District:-Kolkata, WEST BENGAL, India, Pin :-700007, By Caste Muslim, By Profession : Business
2. Faria Mirza, wife of Farid Mirza , 10/11, Mitra Lane, Kol, Thana:-Jorasanko, District:-Kolkata, WEST BENGAL, India, Pin :-700007, By Caste Muslim, By Profession : House wife
3. Zafar Ahmed Khan
Director, Beeu Realty Pvt Ltd, 267, B B Ganguly Street, Kol, District:-Kolkata, WEST BENGAL, India, Pin :-700012.
, By Profession : Business

Identified By Abhishek Kumar Shaw, son of Laxman Shaw, 9, P M Basti 4th Lane, Shibpur, P.O. :-711102, District:-Howrah, WEST BENGAL, India, By Caste: Hindu, By Profession: Service.

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

On 25/09/2014

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-6,15,38,648/-

Certified that the required stamp duty of this document is Rs.- 75021 /- and the Stamp duty paid as: Impresive Rs.- 50/-

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

On 29/09/2014

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 : 5, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 27510.00/-, on 29/09/2014



(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

29/09/2014 12:55:00

EndorsementPage 1 of 2



**Government Of West Bengal
Office Of the A.R.A. - II KOLKATA
District:-Kolkata**

**Endorsement For Deed Number : I - 12305 of 2014
(Serial No. 11950 of 2014 and Query No. 1902L000028690 of 2014)**

(Under Article : B = 27489/- ,E = 21/- on 29/09/2014)

Deficit stamp duty

Deficit stamp duty Rs. 75021/- is paid , by the draft number 231397, Draft Date 22/09/2014, Bank : State Bank of India, BEPIN BEHARI GANGULY ST, received on 29/09/2014

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II



(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

29/09/2014 12:55:00

EndorsementPage 2 of 2

(which term or expression shall unless repugnant to or excluded by the context mean and include their heirs, executors, legal representatives and assigns) of the **ONE PART** :

A N D

BEEU REALTY PVT. LTD., PAN AAFCB5723M, a company registered under Indian Companies Act, having its registered office at Premises No.267, B.B. Ganguly Street, Kolkata - 700012, duly represented by its Director **ZAFAR AHMED KHAN**, son of Nasir Ahmed Khan, by faith- Muslim, by occupation- Business, hereinafter called and referred to as the "**DEVELOPER / SECOND PARTY**" (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor in office, legal representatives, administrator and assign) of the **OTHER PART**;

WHEREAS by a Conveyance bearing date the 08th September 1924 and made between Shiva Nath Biswas as surviving Executor of the last will and Testament of Smt. Kumudini Dassi, therein called the Vendor of the One part and the said Golam Hossain Ariff therein called as the Purchaser of the other part and registered by the Registrar of Assurance of Calcutta in Book No. 1, Volume No. 104, Pages 215 to 220, being No. 3963 for 1924 the messuage parcel of land hereditaments and premises then numbered as No. 15 Market Street in the town Calcutta fully described therein was for the consideration therein mentioned conveyed unto the said Golam Hossain Cassim Ariff absolutely and forever.

AND WHEREAS the said Premises No. 15 Market Street was subsequently numbered 18A, 18B and 18C Free School Street.

AND WHEREAS in or about July 1936 the said Premises Nos. 18A, 18B, and 18C, Free School Street was numbered as 2A, 2B, and 2C, Free School Street now known as Mirza Ghalib Street.



Additional Registrar of
Land Revenue, Kolkata
24 SEP 2014

AND WHEREAS the said Golam Hossain Cassim who was in his lifetime and at the time of his death a Mohamedan governed by the Hanafi School of Mahamedan Law died on or about 1st January 1937 leaving various properties amongst others the said premises No. 2A, 2B and 2C Free School Street (Mirza Ghalib Street) and also leaving a will dated 10th June 1933 where he appointed his wife the said Aisha Ariff and his two sons the said Ibrahim Golam Hossain Ariff and Ismail Golam Hossain Ariff the executrix and executors and trustees.

AND WHEREAS by the said Will after providing for payment of his funeral and testamentary expenses and debts, the said Golam Hossain Cassim Ariff directed his executors and executrix and trustees to make over his properties to his heirs according to the Hanafi School of Mahomedan Law.

AND WHEREAS the probate of the said Will was granted to the said executors and executrix by the High Court of Judicature at Fort Willam in Bengal on the 3rd August 1939.

AND WHEREAS the said Golam Hossain Cassim Ariff left a son the said Ibrahim Golam Hossain Ariff by his predeceased first wife Karimunnesa Begum and three other sons namely Ismail Golam Hossain Ariff, Ahmed Golam Hossain Ariff and Azam Golam Hossain Ariff by his second wife of said Golam Hossain Ariff.

at the time of his death under the Hanafi School of Mahomedan Law.

AND WHEREAS by a mortgage bearing date the 26th March 1938 and between the said Ibrahim Golam Hossain Ariff in his personal capacity and the Mortgage registered at Calcutta in Book No. 1, Volume 29 Pages 234 to 241 being No. 1221 for 1938 the said Ibrahim Golam

Hossain Ariff in consideration of Rs. 20,000/- (Rs. Twenty Thousand) paid to him by the mortgage and granted among other properties his undivided share in the said messuage parcel of land hereidtements and premises Nos. 2A, 2B, and 2C Free School Street not known as Mirza Ghalib Street to the moratgage subject to a provision therein contained for redemption of the said premises on payment per annum and other monies therein mentioned.

AND WHEREAS it is alleged that the said Ibrahim Golam Hossain Ariff purported to leave a Will which has not been proved and the validity whereof is not admitted.

AND WHEREAS on the 12th February 1941 the said Dorothy Jane Ariff filed a suit in the Calcutta High Court being Suit No. 213 of 1941 against the said Aisha Ariff and the other parties of the 1st and 2nd parts for administration of the estate of the said Golam Hossain Cassim Ariff deceased and if necessary of the estate of Ibrahim Golam Hossain Ariff deceased, for discovery, accounts, directions. For administrations of the said estates, for Receiver, Injunction, Costs and other reliefs.

AND WHEREAS by a decree made in the said suit on the 2nd December 1941, it was inter alia declared that (1) the said Aisha Ariff was entitled to 1/22th share in the estate of the said Golam Hossain Cassim Ariff deceased (2) that the said Ismail Golam Hossain Ariff. Ahmed Golam Hossain Ariff and Azam Golam Hossain Ariff were each entitled to 7/32th share therein and (3) that the estate of Ibrahim Golam Hossain Ariff was entitled to the remaining 7/32th share therein.

AND WHEREAS by the said decree it was inter alia further declared that the said Dorothy Jane Ariff was entitled to 9/72th share and the said Amina Ariff and Jamilla Ariff to 24/72th share each and

the said Ismail Golam Hossain Ariff, Ahmed Golam Hossain Ariff and Azam Golam Hossain Ariff deceased.

AND WHEREAS by the said decree the said Stanley Kissen Sawdey was inter alia appointed the Receiver of the estate of the said Golam Hossain Cassim Ariff deceased and Ibrahim Golam Hossain Ariff deceased and of the rents, issues and profits thereof with all the powers provided in the Civil Procedure Code 1908.

AND WHEREAS by and order bearing date the 27th April 1942 made in the said Suit No. 213 of 1941 the said Stanley Kissen Sawday as such Receiver was given liberty to sell the said premises Nos. 2A, 2B and 2C Free School Street now known as Mirza Ghalib Street for Rs, 1,55,000/- (Rupees One Fifty Five Thousand) only and the said Receiver was directed to furnish security for a sum of Rs. 1,50,000/- (Rupees One Lacs Fifty Thousand) only before any part of the sale proceeds was received by him as such Receiver as aforesaid.

AND WHEREAS pursuant to liberty given to him the said Receiver Stanley Kissen Sawday contracted and agreed with the Purchasers for absolute sale to them of the said messuage parcel of land hereditaments and premises Nos. 2A, 2B and 2C, Free School Street, (now known as Mirza Ghalib Street) Calcutta free from all encumbrances at or for the said sum of Rs. 1,55,000/- (Rupees One Lacs Fifty Thousand) only and on the 8th day of July 1942 received from the Purchasers the sum of Rs. 15,500/- (Rupees Fifteen Thousand Five Hundred) only as and by way of earnest and in part payment of the said purchaser money.

AND WHEREAS subject to due administration of the estates of the said Golam Hossain Cassim Ariff deceased and Ibrahim Golam Hossain Ariff deceased the parties of the first part are the absolute and sole

beneficial owners of and otherwise well and sufficiently entitled to the said messuage parcel of land hereditaments and premises Nos. 2A, 2B, and 2C Free School Street now known as Mirza Ghalib Street in the town Calcutta particularly described in the schedule hereunder written and intended to be hereby granted conveyed and transferred for an absolute and indefeasible estate of inheritance in free simple in possession of an estate equivalent thereto free from all encumbrances.

AND WHEREAS Aisha Ariff and others are the only persons who are entitled to any share in the estate of Golam Hossain Cassim Ariff deceased and Ibrahim Golam Hossain Ariff deceased and Ibrahim Golam Hossain Ariff deceased and there is no other person is so entitled.

AND WHEREAS by an order bearing the date 12th Day of January 1943 made in the said suit No. 213 of 1941 on the application of the said Receiver and on notice to all parties to the said suit and the said and second part do execute and register a Conveyance along with the said Receiver upon being asked by him and that in the event of the said Aisha Ariff and others and Aisha Ariff and Ismail Golam Hossain Ariff or any of them failing or neglecting or refusing to do so the said receiver be at liberty to execute and register the conveyance on behalf of the part including the minors refusing or neglecting to sign or register the same.

AND WHEREAS by the said order it was inter alia further ordered that the said Mortgage and do join in this conveyance and convey his right title and interest in the said messuages parcel of land hereditaments and premises to the Purchaser and in the event of his refusing or neglecting to do so the said Receiver be at liberty to execute and register the said conveyance on his behalf. In pursuance of the said

orders dated 27th April 1942 and 12th January 1943 and the said agreement and in consideration of the premises, the Vendors namely (1) Aisha Ariff (2) Ismail Golam Hossain Ariff and Azam Golam Hossain Ariff (3) Dorothy Jane Ariff (4) Aminia Ariff and (5) Stanley Kissen Sawday receiver appointed in suit No. 213 of 1941 - second and Hazi Anisur Rahman sold the above mentioned properties Nos. 2A, 2B, and 2C Mirza Ghalib Street, P.S. formerly Taltala at present New Market, Calcutta - 700 087, to Sri Indu Bhusan Dutta, Saila Bhusan Dutta, Sudhangshu Bhusan Dutta, Durga Bhusan Dutta Dutt, Brojendra Bhusan Dutt, Dwijendra Bhusan Dutt and Dwipendra Bhusan Dutt all sons of Kanai Lal Dutta on 17th March 1943 which was duly entered in Book No. 1, Volume No: 25, pages 189 to 203, being No. 661 for the year 1943 for the total consideration written in the above indenture free from all encumbrances.

AND WHEREAS the said Fani Bhusan, Moni Bhusan, Brojendra Bhusan, Dwijendra Bhusan, Dwipendra Bhusan, Saila Bhusan, Sudhansu Bhusan, Durga Bhusan and Indu Bhusan mutated their respective names in the Calcutta Municipal Corporation after purchasing the said property and thus became the absolute owners seized and possessed of and sufficiently entitled to ALL THAT the said Premises Nos. 2A, 2B and 2C Mirza Ghalib Street, P.S. formerly Taltala at present New Market, Calcutta - 700 087 more fully described in the schedule hereinafter written.

AND WHEREAS Fani Bhusan, Saila Bhusan, Sudhansu Bhusan, Durga Bhusan & Indu Bhusan all deceased their legal heirs namely :-

1. Sri Sachin Kumar Dutt, son of late Sudhagshu Bhusan Dutt
2. Sri Somen Kumar Dutta, son of late Moni Bhusan Dutt

3. Sri Sandip Kumar Dutta, son of late Moni Bhusan Dutt
4. Smt. Mira Dutta, Wife of late Durga Bhusan Dutta
5. Sri Samar Kumar Dutta, son of late Durga Bhusan Dutta
6. Sri Sakti kumar Dutta, son of late Durga Bhusan Dutta
7. Sri Sajal Dutta, son of Late Durga Bhusan Dutta
8. Sri Sanjoy Dutta, son of Late Durga Bhusan Dutta
9. Sri Sachi Pati Dutt, son of Late Fani Bhusan Dutt
10. Sri Kanta Pati Dutt, son of Late Fani Bhusan Dutt
11. Sri Ramapati Dutt, son of Late Fani Bhusan Dutt
12. Smt. Minati Dutt, wife of Late Umapati Dutt
13. Smt. Ananya Datta daughter of Late Umapati Dutt
14. Smt. Angana Datta daughter of Late Umapati Dutt Dutt

became the absolute owners of the said property at 2A, 2B & 2C, Free School Street now known as 2A, 2B & 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, Calcutta - 700087 with existing owners namely:-

Brojendra Bhusan Dutt, Dwipendra Bhusan Dutt and Dwijendra Bhusan Dutt

AND WHEREAS in the event of thus happened the then owners of said property at 2A, 2B & 2C, Free School Street now known as 2A, 2B & 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata - 700087 containing an area of 18 cottahs 4 chittaks more or less together with very old structures thereon were having their proportionate share holding in the said property which are as under:-

1. Sri Sachin Kumar Dutt is the owner of 25% share in said property at 2A, 2B, 2C, Mirza Ghalib Street, Calcutta - 700087

2. Sri Brojendra Bhusan Dutt, is the owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087.
3. Sri Dwipendra Bhusan Dutt, is the owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087.
4. Sri Dwijendra Bhusan Dutta, is the owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087.
5. Sri Somen Kumar Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087.
6. Sri Sandip Kumar Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087.
7. Sri Mira Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087.
8. Sri Samar Kumar Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087.
9. Sri Sakti Kumar Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087.
10. Sri Sajal Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087.
11. Sri Sanjoy Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087.
12. Sri Sachi Pati Kumar Dutt, is the owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087.
13. Sri Kanta Pati Kumar Dutt, is the owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087.

14. Sri Rama Pati Kumar Dutt, is the owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghālib Street, Calcutta - 700087.
15. Smt. Minati Dutt, is the owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087.
16. Smt. Ananya Datta, is the owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087.
17. Smt. Angana Datta, is the owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087.

AND WHEREAS by way of a registered indenture dated 12th May, 1999 executed and registered in the office of the Additional Registrar of Assurances II, Kolkata, by said owners of said 2A, 2B & 2C, Free School Street now known as 2A, 2B & 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata - 700087 containing an area of 18 cottahs 4 chittaks more or less together with very old structures thereon namely(1). Sri Sachin Kumar Dutt being the then owner of 25% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087 (2). Sri Brojendra Bhusan Dutt, being the then owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (3). Sri Dwipendra Bhusan Dutt, being the then owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (4). Sri Dwijendra Bhusan Dutta, being the then owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (5). Sri Somen Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (6). Sri Sandip Kumar Dutta, being the then owner of 5% share in

said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (7). Sri Mira Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (8). Sri Samar Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (9). Sri Sakti Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (10). Sri Sajal Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (11). Sri Sanjoy Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (12). Sri Sachi Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (13). Sri Kanta Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (14). Sri Rama Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (15). Smt. Minati Dutt, being the then owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (16). Smt. Ananya Datta, being the then owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (17). Smt. Angana Datta, being the then owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, jointly sold, conveyed and transferred ALL THAT undivided 50% share of premises nos. 2A & 2B Mirza Ghalib Street, P.S. Taltala, K.M.C. ward no. 46, Kolkata - 700087 containing an area of 9 cottahs 2 chittaks more or less together with covered area of 11640 Sq. Ft. thereon in favour of Sri

Farid Mirza son of Abid Mirza, Smt. Faria Mirza wife of Farid Mirza being the First Parties/Owners nos. 1 & 2. The said indenture dated 12th May, 1999 made in favour of the First Party/owners nos. 1 & 2 has been executed and registered in the office of the Additional Registrar of Assurances - II Kolkata on 12th May, 1999 has been numbered as Deed No. 09262 for the Year 2014 on payment of the deficit stamp duty and registration fee.

AND WHEREAS in the event of thus happened the Owners/First Parties became joint Owners and persons in possession in respect of **ALL THAT** undivided 50% share of land measuring 9 cottahs 2 chittaks more or less equivalent to **4 (Four) Cottahs 9 (Nine) Chittaks** together with 50% of the covered area of brick built partly two storied and partly three storied fully tenanted more than 100 years old dilapated dwelling house structure measuring 11640 Sq. Ft. equivalent to **covered area of brick built measuring 5820 Sq.Ft.**, lying at premises nos. 2A & 2B Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata - 700087.

AND WHEREAS the First Party are the Owners being lawfully seized and possessed of or being otherwise well and sufficiently entitled to **ALL THAT** undivided 50% share of land measuring 9 cottahs 2 chittaks more or less equivalent to **4 (Four) Cottahs 9 (Nine) Chittaks** together with 50% of the covered area of brick built partly two storied and partly three storied fully tenanted more than 100 years old dilapated dwelling house structure measuring 11640 Sq. Ft. equivalent to **covered area of brick built measuring 5820 Sq.Ft.**, lying at premises nos. 2A & 2B Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata - 700087, morefully and specifically described

in the schedule given herein below and hereinafter referred to as the said premises.

AND WHEREAS the Owners/first parties being desirous of developing the said premises by having a multi storied building constructed thereupon and whereas the Developer herein coming to know of the intention of the owners herein has approached the owners herein with a request for the construction of the multi storied building at the said premises in accordance with a building plan to be approved of and sanctioned by the K.M.C.

AND WHEREAS the owners herein have agreed to the proposal of the developer herein. The Owners have agreed to develop the said premises through the developer herein in accordance with the sanctioned building plan subject to the expressed terms and conditions mentioned herein below.

NOW THIS AGREEMENT WITNESSES and it is hereby agreed by and between the parties herein as follows:

ARTICLE - I : DEFINITIONS

1) In these presents unless there is something in the context repugnant to or inconsistent therewith;

1.1. **Owners** : shall mean (1) **FARID MIRZA**, son of Late Abid Mirza, (2) **FARIA MIRZA**, wife of Farid Mirza, and their respective heirs executors, administrators, representatives and assigns.

1.2. **Developer** : shall mean **BEEU REALTY PVT. LTD.**, having its registered office at Premises No.267, B.B. Ganguly Street, Kolkata - 700012.

1.3. **Premises** : shall mean undivided 50% share of land measuring 9 cottahs 2 chittaks more or less equivalent to **4 (Four) Cottahs 9 (Nine) Chittaks** together with 50% of the covered area of brick built partly two storied and partly three storied fully tenanted more than 100 years old dilapated dwelling house structure measuring 11640 Sq. Ft. equivalent

to **covered area of brick built measuring 5820 Sq.Ft.**, lying at premises nos. 2A & 2B Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata - 700087. morefully and particularly mentioned and described in the first schedule hereunder written.

1.4. **Building** : shall mean and include the proposed multistoried building to be constructed at the said undivided 50% share of land measuring 9 cottahs 2 chittaks more or less equivalent to **4 (Four) Cottahs 9 (Nine) Chittaks** together with 50% of the covered area of brick built partly two storied and partly three storied fully tenanted more than 100 years old dilapated dwelling house structure measuring 11640 Sq. Ft. equivalent to **covered area of brick built measuring 5820 Sq.Ft.**, lying at premises nos. 2A & 2B Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata - 700087..

1.5. **Common Facilities** : shall include corridors, Hallways, Pump room, overhead water tank, driveways common lavatories, stairways, passage under ground water reservoir, water pump and other facilities which may be mutually agreed upon between the parties and required for the establishment location enjoyment, provisions, maintenance and/or management of the building.

1.6. **Saleable Space** : shall mean the space in the building available for independent use and occupation after making due provisions for common facilities and amenities and the space required therefore.

1.7. **Owners Allocation** : shall mean the 55% of the F.A.R. of the sanctioned plan duly issued by the Kolkata Municipal Corporation in respect of the proposed building to be allotted to the owners as part of owners allocation and also together with proportionate undivided share in the land and in the common areas and facilities, amenities and/or common space attached to the

said building. The 60 % area of the ultimate roof / terrace shall be the exclusive property of the owners.

1.8. **Developer's Allocation** : shall mean 45% of the F.A.R. of the sanction plan duly issued by the Kolkata Municipal Corporation in respect of the proposed new building together with proportionate undivided share in the land and in the common areas and facilities, amenities and/or common space attached to the said building. The 40 % area of the ultimate roof / terrace shall be the exclusive property of the developer.

1.9. **The Architect** : shall mean such persons who may be appointed by the Developer to supervise the construction of the proposed building at the said premises and shall also be responsible for any defect in the construction.

1.10. **Building Plan** : would mean such plan for the construction the building as may be sanctioned by the Kolkata Municipal Corporation and duly approved by the owners for construction of the proposed building.

1.11. Word imparting masculine gender shall include feminine and neuter genders likewise word importing feminine gender shall include masculine and neuter genders similarly neuter gender shall include masculine and feminine genders.

1.12. Words importing singular shall include plural and vice versa.

ARTICLE - II : COMMENCEMENT

This agreement shall be deemed to have commenced on and with effect from 24th day of September, Two Thousand Fourteen.

ARTICLE - III : OWNERS' RIGHTS AND PRESENTATION :

The owners are now absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises and shall retain symbolical possession until the premises is fully developed.

Prof. Ahmad Khan

Javed Mirza
Javed Mirza

1.1 The said premises is free from all encumbrances and the owners have marketable title in respect of the said premises.

1.2 The owners shall get their names mutated in the records of the Kolkata Municipal Corporation as soon as the said original deeds are delivered to the owners.

ARTICLE - IV : SPECIAL CONDITION :

The Developer shall have authority to deal with any person or persons or enter into agreement for sale and take any advance or premium money for selling out the Developer's Allocated portions on ownership basis.

ARTICLE - V : DEVELOPER'S RIGHTS :

1.1 The Owners hereby grant, subject to what has been hereunder provided exclusive right to the developer to build upon the said premises in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation with or without any amendment and/or modification thereto made or caused to be made by the parties thereto.

1.2 All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer on behalf of the owners and the owners shall sign and execute all such plans, applications, other papers and documents as and when necessary and all costs and expenses for sanction of plan including architect's fees charges and expenses required to be paid or deposited for construction of the said premises shall be borne exclusively by the Developer.

1.3 That the owners and the developer upon mutual understanding shall engage labour contractor for carrying out the demolition work of the existing structure at the said premises in a most skilful manner with all precautionary safety measures without causing any damages, injury or other mischief to

other building and/or place and/or loss of life and/or causing injury to any person. After demolition of the existing structure upon the said premises the proceeds of debris, salvage thereof shall belong to the owners and developers at the ratio of 60 : 40 . The developer shall tackle all the affairs with the local police station and local club, if there be any and also shall be liable to pay all compensation to the persons suffering any injury fatal or otherwise and shall also be liable to pay all damages to owners of the any building suffering any damage during the demolition of the existing building.

1.4 That the developer shall carry the construction work of proposed new building at its own costs in a most skilful manner with all precautionary safety measures without causing any damages, injury or other mischief to other building and/or place and/or loss of life and/or causing injury to any person. The developer shall be liable to pay all compensation to the persons suffering any injury fatal or otherwise and shall also be liable to pay all damages to owners of the any building suffering any damage during the construction of the new proposed building.

1.5 That the Developer shall be at liberty to sell out on ownership basis its share of area allocated herein in the proposed building to person or persons and the owners shall have no right to interfere into or object to the same. The Owners shall execute and register deeds of conveyance with the intending purchaser/purchasers at the request of the developer without any hindrance.

1.6 That the Developer shall be entitled to enter into agreement for sale and receive consideration amount in respect of its share of area in the proposed new building with the incoming purchaser/ purchasers.

ARTICLE - VI : CONSIDERATION

1. The Developer have agreed to build the said ground plus five storied building at his own costs and expenses and the owners shall not be required to

contribute any sums towards, the construction of the said building or otherwise. In consideration thereof the Developer shall have the right to dispose of its allocated portion in terms of this agreement.

- 1.1 The Developer shall pay a sum of Rs. 50,00,000/- (Rupees Fifty Lacs) to the owners as adjustable security deposit. On execution of this agreement the developer shall pay a sum of Rs.25,00,000/- (Rupees Twenty Five lacs) only to the owners as part payment of security deposit. The balance of Rs.25,00,000/- (Rupees Twenty Five lacs) only shall be paid after the names of the owners herein is mutated in the Assessment Department of the Kolkata Municipal Corporation. It is agreed by the Developer that if the owners require further amount for vacating the existing tenant of the said premises in that event the developer shall pay the amount as and when required by the owners. It is agreed by the owners that the security amount shall be re-funded to the developer without any interest at the time of taking possession of their allocated portion in the new building. The area equivalent to the amount of the security deposit as per the then market rate shall be kept as a lien with the developer till said amount is refunded to the developer by the owners. The developer shall simultaneously release the area on receiving the amount from the owners and shall not claim any extra amount for the same.
- 2.2 The developer has agreed to make and shall remain bound to make and bear the following amongst other several necessary expenses as consideration for this development agreement and such consideration for all practical purposes will be deemed to be apparent consideration.

2.3 The Developer shall deal with all the problems arising from the Kolkata Municipal Corporation local anti-socials and Police Station in this respect.

2.4 The Developer shall pay : -

- a) Costs, charges and expenses incurred for construction erection and completion of the said new building at the said premises.
- b) Costs, charges and expenses on account of causing the plan of the proposed building plan and map prepared for the purpose of obtaining sanction of sewerage connection and water connection to be sanctioned by the Kolkata Municipal Corporation.
- c) Costs, charges and expenses incurred for installation of sewerage, drainage electric cables and other connections in the building.
- d) Fees payable to architect and the engineers and also fees payable to the Kolkata Municipal Corporation for the purpose of obtaining necessary permission or sanction of the building plan and plans for sewerage drainage and water connection.

ARTICLE - VII : POSSESSION & DEALINGS OF EXISTING TENANTS

The Developer with the assistance of the owners herein shall negotiate with the tenants and obtain vacant possession of the portions of the premises in possession of the tenants entirely at the cost of and expenses of the Developer herein. If the tenants are re-accommodated they shall be accommodated within the portion allocated to the owners at the proposed new building. The amount incurred by the developer for obtaining vacant possession of the portions of the premises in possession of the tenants shall be refunded by the owners. The developer shall make provisions for shifting the tenants and bear the expenses for the same till the tenants are re-accommodated in the new building.

The existing tenants shall be re-accommodated on the ground floor of the new building.

ARTICLE - VIII: SPACE ALLOCATION

1. It is agreed by the developer that after obtaining the sanctioned plan duly issued by the Kolkata Municipal Corporation in respect of the proposed building at the said premises, the area to be allocated to the owners shall be demarcated before the start of the construction work of the new building and a supplementary agreement shall executed for the same.

It is further agreed by the parties herein that after re-accommodating the existing tenants on the ground floor of the new building if any extra area is found to be lying vacated in the ground floor, in that event the said area/space in the ground floor shall be allocated to the owners and the developer in 55:45 ratio respectively.

1.1 The Developer shall allocate the owners in the newly constructed building at the said premises after re-accommodating the existing Tenants therein at the developer's own costs and expenses in accordance with the sanctioned building plan together with the right to use all common areas and facilities amenities and/or common space attached to the said building as a whole.

3.2 The Developer shall put the owners in possession of the owners' allocation upon completion of the building.

3.3 The owners shall be entitled to transfer or otherwise deal with the owners' allocation in the new building. The Developer will complete the owners' allocation within the time period as mentioned hereinafter and make over possession of the Owner's Allocation to the owners. On completion of the proposed building, the owners agree to sign and execute deed of conveyance

with the incoming purchaser / purchasers in respect of the Developer's Allocated portion.

ARTICLE - IX : POWER AND PROCEDURE

The Owners shall execute a Power of Attorney and/or give necessary authority in writing in favour of the Developer for smooth construction of the building work on the said property and/or obtaining plan for sewerage, drain water connection etc. The owners if required shall sign all necessary documents, form and papers as may be lawfully required before and during the works of construction.

ARTICLE - X : NEW BUILDING

1. The Developer shall complete the construction of the New Building within a period of 36 (thirty six) months from the date of commencement of the construction work. The Developer shall at its own costs, construct erect and complete the new building at the said premises in accordance with good and standard materials as may be certified by the architect from time to time. The Developer will be at liberty to realize the cost and expenses of construction and expenses from incoming purchaser/purchasers and the owners shall have no claim to any amount or any part thereof so realized from the incoming purchaser/purchasers of the portion allocated to the Developer.

1.1 The Developer shall install, erect in the said new building at Developer's own cost and expenses pump, water storage tanks, overhead reservoirs, electrifications permanent electric connection from the Calcutta Electric Supply Corporation (CESC) and until permanent electric connection is obtained, temporary electric connection shall be provided and other facilities as are required to be

provided in a multistoried building at Calcutta at the cost of the Developer.

- 1.2 The Owners shall pay and clear up all the arrears on account of municipal taxes and outgoings of the said premises upto the date of this agreement.

From the date of completion and allocation of the owners' portion the Corporation taxes and other taxes payable for the said property shall be borne by the owners. Upkeep repair and maintenance of the said building and other erection and/or structures and common areas including electricity water supply sanitations and other fittings and fixtures and rendering common services to the owners and occupiers of the said premises or any part or portions thereof shall be looked after and managed by the owners association, who shall mutually decide the scale of service charges.

ARTICLE: XI

As soon as the building at the said premises is completed the Developer shall obtain completion certificate from the K.M.C and give written notice to the Owners requiring the owners to take possession of the Owners' allocation in the building. Thereafter the owners shall be exclusively responsible for payment of all Municipal and property taxes, rates duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as the said rates) payable in respect of the owners allocated portion of the new building. The incoming purchaser/purchasers shall be liable to pay their Municipal taxes and rates as per the property tax bill.

Until such time, as such Association is formed, the developer shall continue to remain responsible for the maintenance of the common services

subject to the owners making payment of the proportionate share of the maintenance charges and all other outgoing payable to the developer in respect of their respective allocations with effect from the date of giving notice for delivery of the possession of the allocations of the owners by the developer.

ARTICLE: XII: DEVELOPER'S OBLIGATION

The Developer agrees and covenants with the Owners to complete the construction of the building at the said premises within 36(thirty six) months from the date of obtaining sanction plan and on getting vacant possession of the said premises, failing which the Developer shall pay a sum of Rs.10,000/- per week to the owners till the new building is completed and the allocated area of the owners are handover to them.

ARTICLE : XIII : INDEMNITY

The Developer shall deal with all the problems arising at the time of construction work at the said premises from the side of K.M.C., anti-socials, Police, local people, etc. The developer shall not involve the Owners in this respect in any way.

The Developer shall be liable to pay and borne the costs and charges levied by the K.M.C. for any deviation from the sanctioned plan and for the guard posting, if any, in respect of the new building at the said premises.

ARTICLE : XIV : MISCELLANEOUS

1. The Building to be constructed by the Developer shall be made in accordance with the specification morefully and particularly mentioned and described in the Second Schedule hereunder written.

- 1.1 The owners hereby undertake not to sale or execute any agreement with any third party in respect of the said premises during the subsistence of this agreement.
- 1.2 That if it would be possible to get sanction of additional Floor i.e. any floor in addition to G+5 storied building in the event also the developer would bear the expenses for sanction of such additional floor and the said constructed area of the additional floor would be divided between the owners and the developer at the ratio of 60:40 respectively.
- 1.3 It is agreed by the owners that if the developer decides to develop the said property togetherwith adjacent premises No. 2C, Mirza Ghalib Street in that event the developer shall take steps for inter transfer between the owners herein and the owner of the premises no. 2C, Mirza Ghalib Street in respect of a small portion of the respective premises for the purpose of amalgamation of the said three premises in the records of the Kolkata Municipal Corporation. The developer and the owners of premises No. 2A and 2B, Mirza Ghalib Street, Kolkata and premises No. 2C, Mirza Ghalib Street, Kolkata shall bear all the costs and expenses for the Deed of Conveyance, stamp Duty, registration fee and other miscellaneous charges for the sale of the small portion of the aforesaid properties in equal proportions. The expenses and charges for the amalgamation of the said properties in the records of the Kolkata Municipal Corporation shall be exclusively borne by the developer.

ARTICLE: XV : PENAL CLAUSE

Notwithstanding anything contained herein, the Developer agrees to complete the construction of the said building and make over possession

of the Owners allocation to the Owners within 36 (thirty six) months from the date of sanction of the building plan.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT undivided 50% share of land measuring 9 cottahs 2 chittaks more or less equivalent to **4 (Four) Cottahs 9 (Nine) Chittaks** together with 50% of the covered area of brick built partly two storied and partly three storied fully tenanted more than 100 years old dilapated dwelling house structure measuring 11640 Sq. Ft. equivalent to **covered area of brick built measuring 5820 Sq.Ft.**, lying at premises nos. 2A & 2B Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata - 700087. The said premises nos. 2A & 2B Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata - 700087, which is butted and bounded in the manner following:

On the North	:	By market street.
On the South	:	Premises 2C, Free School Street (Mirza Ghalib Street).
On the East	:	By Free School Street .
On the West	:	Premises 12A, Market Street

SCHEDULE - "B"

(Specification)

RCC STRUCTURE:

1. Cement to be used Branded Company.
2. T M T Bar to be used ISI Grade Fe500

PLASTER AND BRICK WORK:

- i) Outside 8" and inside 5" Brick Work
- ii) Inside and outside wall plaster
- iii) Inside wall 1 POP

FLOORING:

1. By marble Slab of approximate cost of Rs. 45 per Sq.Ft.
2. Scatting 4"
3. W.C. Pink / White Marble

DOOR AND WINDOWS:

1. Aluminum Sliding Windows with Brown Glasses.
2. Flush Door (Ply Commercial) Frame of Shawl Wood section 3" x 3".

W.C. AND KITCHEN:

1. W.C. upto 6' tiles floor with pink / white Marble
2. Kitchen tiles only 3' on front of cooking platform, with granite TOP
3. W.C. Water connection 4 points and wash basin and one Geezer point
4. Kitchen's water connection 2 points and 1 Steel Sink
5. Good quality of Shutters being painted by Red Oxide and Black Japan in respect of each and every Shops of the Ground Floor.

ELECTRICAL POINTS (CONCELLED**COPPER WIRING ONLY):**

1. Each room with 4 points and A.C. Connection and 3 pin points on the Board and provision of T.V. Connection.
2. Dining hall with 5 points with T.V. Connection
3. Electric motor Room on the Ground Floor.

4. Kitchen and W.C. 3 points each along with one 3 pin point on the Platform
5. Balcony with 1 point
6. Bell push and one T.V. point

STARECASE AND RAILING:

1. Stairs & flooring with marble
2. Railing by steel grill (Iron)

WATER STORAGE:

One roof top water storage tank with pump

SEPTIC TANK:

One septic Tank

COMMON PASSAGE:

Common Passage with Floor Tiles.

Strip Foundation as per specification the details are given in addition to the specifications given above for better clarification :

Foundation : R.C.C.

Super Structure : R.C.C. framed superstructure as per specification. Brick work 250/200mm thick brickwork of external Wall and 125mm internal wall with plaster both inside and outside and ceiling.

Lift

One number of automatic lift of reputed make of sufficient number of passenger capacity.

The Lift and its Erection will be supplied by the Developer and other

necessary works including electrical works will be done and completed by the contractor.

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

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

THIS AGREEMENT has been prepared in one original, to be registered and the original registered agreement would be in the custody of the developer and the certified copy thereof would be in the custody of the owners.

IN WITNESS WHEREOF both the parties hereto have hereunto set and subscribed their respective hands and seals to these presents on this the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of :

WITNESSES :

1. Soumitra Ghosh
Dahapukur, Barasat-
North 24 Parganas
Pin-743248

FARID MIRZA
(Farid Mirza)

FARIA MIRZA
(Faria Mirza)

SIGNATURE OF THE OWNERS/ FIRST PARTIES

2. Abhishek Kumar Shaha
9.P.M. Basti 4th Lane
Shibpur Howr 71102

BEEU REALTY PRIVATE LIMITED
Taj. Ahmed Khan
DIRECTOR

SIGNATURE OF THE DEVELOPER/SECOND PARTY

Drawn by:

Md. Nurul Haque

Md. Nurul Haque,
Advocate,
Enrolment No. WB /199/86.
26K, Kustia Road, Kolkata-39.

MEMO OF CONSIDERATION

RECEIVED the within mentioned sum of **Rs. 25,00,000/- (Rupees Twenty Five Lacs) only**, as part payment towards adjustable security deposit in terms of this agreement from the within named Developer abovenamed being agreed with the terms and conditions of this agreement in the following manner:-

1. By Cheque No. 981654 dated 23.07.2014
Drawn on SBI, B.B. Ganguly Street Branch for
Getting Bank Draft No. 230929 dated 23.07.2014
drawn on S.B.I. B.B. Ganguly Street Branch
in favour of Additional Registrar of Assurances - II,
Kolkata for payment of deficit Stamp Duty for
Deed No. 9262 of 2014, being Title Deed in favour
of the owners herein on the instance of Faria
Mirza. **Rs. 5,96,434/-**
 2. By Account Payee Cheque No. 981661, dated
19.09.2014, drawn on SBI, B.B. Ganguly Street Branch,
In favour of Faria Mirza. **Rs. 6,00,000/-**
 3. By Account Payee Cheque No. 981660, dated
19.09.2014, drawn on SBI, B.B. Ganguly Street Branch,
In favour of Farid Mirza. **Rs. 12,00,000/-**
 4. By Cash **Rs. 1,03,566/-**
- TOTAL : Rs. 25,00,000/-**

WITNESSES:

1. *Soumitra Chosh*
Dattapukur, Barasat
North 24 Parganas
Pin - 743248
2. *Abhishek Kumar Shew.*
G.P.M. Basti 4th lane
Seibpur How - 71102

FARID MIRZA
(Farid Mirza)

FARIA MIRZA
Faria Mirza
OWNERS/FIRST PARTIES



Farid Mirza

	Thumb	First finger	Middle finger	Ring Finger	Small finger
Left Hand					
Right Hand					

Name.. FARID MIRZA

Signature.. *Farid Mirza*



Faria Mirza

	Thumb	First finger	Middle finger	Ring Finger	Small finger
Left Hand					
Right Hand					

Name.. FARIA MIRZA

Signature.. *Faria Mirza*



Zafar Ahmed Khan

	Thumb	First finger	Middle finger	Ring Finger	Small finger
Left Hand					
Right Hand					

Name.. ZAFAR AHMED KHAN

Signature.. *Zafar Ahmed Khan*

BEEU REALTY PRIVATE LIMITED

Zafar Ahmed Khan

DIRECTOR

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 60
Page from 2837 to 2871
being No 12305 for the year 2014.



MR
(Dinabandhu Roy) 10-October-2014
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal