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Signature
 Additional Registrar of Assurances-IV, Kolkata

Additional Registrar of Assurances-IV, Kolkata

29 JAN 2024

THIS AGREEMENT FOR DEVELOPMENT is made on this 29th day of January Two Thousand and Twenty Four (2024)

Identified by me
 (WASIM MIRZA)
 Son of Late Wasim Mirza
 118, Eastern Avenue, Lane
 Kolkata - 700014

BETWEEN

1) SHEIKH NASIRUDDIN, son of Sheikh Zahooruddin, by faith Islam, by occupation Business, being Citizen of India and residing at Premises No. 153, Park Street, 2nd Floor, Flat No.7, Kolkata-700017 under P.O. Circus Avenue & P.S. Beniapukur and **2) SHABNAM NASEER**, wife of Sheikh Nasiruddin, by faith Islam, by occupation Business, being Citizen of India and residing at Premises No. 153, Park Street, 2nd Floor, Flat No.7, Kolkata-700017 under P.O. Circus Avenue & P.S. Beniapukur hereinafter collectively referred to as the "**OWNER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**

AND

KZAR CITYLIGHTS LLP, 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 P.O. & P.S. Park Street represented by its designated partner **MISBAHUDDIN RASOOL**, son of Gholam Rasool, by faith Islam, by occupation Business, being Citizen of India and residing at Premises No. 52 Bright Street, Flat No.1D, 1st Floor Kolkata-700017 under P.O. Circus Avenue & P.S. Karaya, 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) By a Deed of Conveyance dated 3rd day of August 2023 made between 1) Sekhar Nath Mullick and 2) Somenath Mullick therein jointly and severally referred to as the Vendors of the First Part and the Owner herein therein referred to as the Purchasers of the Second Part and duly registered in Book-I, Volume No. 1904-2023, Page from 582736 to 582774, Being No. 190412267 for the year 2023, at the Office of the Additional Registrar of Assurance-IV, Kolkata, 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 Purchasers All that the piece and parcel of land, with two storied brick-built dilapidated structure standing thereon and land appurtenant thereto containing an area a little more or less 14 (fourteen) Cottahs 14 (fourteen) Chittacks and 0 (Zero) Sq. ft. together with covered constructed area more or less for residential use only 8587 Sq. ft. on the Ground Floor and 8726 Sq. ft. on the First Floor along with Tin Shed area of 795 Sq. ft. more or less along with vacant land appurtenant thereto, having cemented floor, lying and situated at 15, Bal Mukund Makkar Road and in Kolkata Municipal Corporation records also known as 15 Bal Mukund Mackar Road, Ward No.041, Assessee No.110410100149, Kolkata-700007, within Police Station Jorasanko, Post Office Burrabazar morefully described in the schedule thereunder written and delineated in the map or plan annexed thereto and bordered in colour Red thereon.
- B) The Owner after purchase of the aforesaid land caused mutation of their names in the record of the Kolkata Municipal Corporation.
- C) The Owner thus became entitled to All that the piece and parcel of land, with two storied brick-built dilapidated structure standing thereon and land appurtenant thereto containing an area a little more or less 14 (fourteen) Cottahs 14 (fourteen) Chittacks and 0 (Zero) Sq. ft. together with covered constructed area more or less for residential use only 8587 Sq. ft. on the Ground Floor and 8726 Sq. ft. on the

First Floor along with Tin Shed area of 795 Sq. ft. more or less along with vacant land appurtenant thereto, having cemented floor, lying and situated at 15, Bal Mukund Makkar Road and in Kolkata Municipal Corporation records also known as 15 Bal Mukund Mackar Road, Ward No.041, Assess. No.110410100149, Kolkata-700007, within Police Station Jorasanko, Post Office Burrabazar 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.

- D) 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 concerned Municipality (Kolkata Municipal Corporation) and/or other

authorities and as per the specifications more fully described in the **FIRST SCHEDULE** hereunder written and/or to convey transfer and assign the right, title and interest jointly and realize constructed area in the ratio as stated hereinafter. (hereinafter refer to as New Building)

- 1.2 **RATIO - 60:40** - The parties shall share of all constructed area including open and covered Car Parking Space and open terraces and balconies adjoining the constructed areas and common spaces in the New Building in the proportion of **60 % to the Owner** and **40 % 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 more fully mentioned in the Second Schedule Part-II hereinunder written.
- 1.5 **DEVELOPER** - shall mean KZAR CITYLIGHTS LLP, 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 P.O. & P.S. 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 60 % of all constructed area and common spaces in the New Building including Open and Covered Car Parking spaces, open terraces and balconies adjoining the constructed area and common 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 Kolkata Municipal Corporation on the entirety of the said property.
- 1.8 **OWNERS** - shall mean Sheikh Nasiruddin, son of Sheikh Zahooruddin AND Shabnam Naseer wife of Sheikh Nasiruddin and shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns.
- 1.9 **DEVELOPERS SHARE** - shall mean all that the 40 % of all constructed area and common spaces in the New Building including Open and Covered Car Parking spaces, open terraces and balconies adjoining the constructed area and common spaces which will be determined after sanctioned plan is obtained from the appropriate.
- 1.10 **PROPERTY/ The Said Property** - shall mean All that piece and parcel of land, measuring about 14 (fourteen) Cottahs 14 (fourteen) Chittacks and 0 (Zero) Sq. ft. be it a little more or less, comprised in Premises No. 15, Bal Mukund Makkar Road and in Kolkata Municipal Corporation records also known as 15 Bal Mukund Mackar Road, Ward No. 41, Assessee No.110410100149, Kolkata 700007 within Police Station Jorasanko, Post Office Burrabazar 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 Kolkata Municipal Corporation 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 in terms of provisions of different laws including Real Estate (Regulation and Development Act 2016 and Rules framed thereunder).
- 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 **EXTRA DEVELOPMENT COST (EDC)/UTILITY** - shall mean the amounts mentioned in **PART-I** of the **THIRD SCHEDULE** hereto.
- 1.15 **DEPOSITS** shall mean the amounts mentioned in **PART-II** of the **THIRD SCHEDULE** hereto.
- 1.16 **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.
- 1.17 **TRANSFeree** - shall mean a person, firm, limited company, association of persons to whom any space in the new building has been transferred.
- 1.18 Words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa.
- 1.19 Words importing MASCULINE GENDER shall include the FEMININE GENDER and NEUTER GENDER; similarly words importing

FEMININE GENDER shall include MASCULINE GENDER and NEUTER GENDER; Likewise NEUTER GENDER shall include MASCULINE GENDER and FEMININE GENDER.

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 Premises No. 15, Bal Mukund Mackar Road, Kolkata-700007.
- 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 grant of sanctioned plan thereafter it will be paid by the Developer till the date of completion of the project.

Relying on the aforesaid representations and making all necessary searches up to the satisfaction of the developer, the Developer has agreed to pay Rupees Fifty Lakhs only as and 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 owner as follows:

- i) That the Developer has adequate financial resources for undertaking the development of the said Premises.

- 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 3 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 12 months from the date of execution of this agreement. Time is the essence of contract.

**ARTICLE - III
COMMENCEMENT**

- 3.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from 29.01.2024 (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 concerned authorities 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 appropriate authorities shall be prepared and submitted by the Developer on behalf of the Owner at his 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 and to deal with the developer's share of constructed area, as aforesaid, in the new building/s and the development in the manner hereinafter stated.

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 including construction of Green Building.

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 concerned authorities 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 taxes, 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.50,00,000/- (Rupees Fifty Lakhs) only as and by way of interest free refundable security deposit at the time of execution of agreement. The

said interest free refundable deposit shall be refunded after completion of the project with all approvals and handing over the owner's share to the owner.

- 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 only.
- 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 36 months from the date of grant of sanction plan with a grace period of 6 months.

ARTICLE -VIII ALLOCATION OF SALABLE AREA

8.1 It has been agreed between the parties hereto that the total constructed area and/or salable space forming part of the development shall be divided between the owner and developer in 60:40 ratio including open and covered car parking space, open terraces and balconies adjoining the constructed area and common spaces which will be finally determined after sanctioned plan is obtained from the appropriate authority in the line of proposed plan attached with this instrument.

8.2 It is agreed by and between the parties that during the process of construction if the owner intends to sell any portion of his share as mentioned hereinabove and for this purpose intends to take booking

amount from the intending purchaser, the same shall be dealt with by the developer with fairness and in the way the developer takes up booking for their portion and the respective booking amount shall be directly transfer to owner's designated bank account and developer shall charge 5% of the sale proceeds of such booking of the Owner after completion of the entire sale process against such particular unit.

8.3 The Owner shall execute and register all the 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 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 to enter into agreement for sale for transfer of flats, and other spaces and to execute Deed of Conveyances in favour of the intending purchasers and present the same for registration before the concerned authorities 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 compensation for delay at the rate of Rs.3,00,000/- per month for the 1st to 3rd month of delay and Rs.5,00,000/- per month from 4th to 6th month of delay. The delay period shall be counted after the expiry of the grace period as stated in clause

2.2 (iv) stated hereinabove. No further grace period shall be allowed even for the sake of penalty and the agreement shall stand determined on completion of the second extended period with fine due to the breach of contract on the part of 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.
- ii) Materials to be used for the Project.
- iii) Name of the Project will be fixed mutually as agreed between the parties.

ARTICLE -XII PROCEDURE

12.1 The Owner shall execute and register a General 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 The Developer shall execute a supplementary development agreement after grant of the sanctioned plan specifying the Owner's & Developer's allocation.

12.3 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 from the date of grant of sanctioned plan 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 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 SHCHEDULE** 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 LTD 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, 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.

14.2 The Owner 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 Third 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 36 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 **PROVIDED HOWEVER** the Developer shall be entitled to borrow money from any Bank or Banks excluding Owner's share without creating any financial liability on the Owner or affecting its interest in the said property and it being expressly agreed and understood that in no event the Owner shall be responsible and/or be made liable for payment of any dues of such Bank or Banks and for that purpose the Developer shall keep the Owner indemnified against all actions suits proceedings and costs charges and expenses in respect thereof **IT BEING EXPRESSLY AGREED AND UNDERSTOOD** by and between the parties hereto that in the event of such borrowing the party borrowing any amount shall alone be liable and/or responsible for repayment thereof and the other party will not be liable and/or responsible for the same. The borrowed fund if any shall be exclusively used for the purpose of development and construction of the Said Property. No Hypothecation/Mortgage/right of bank will be allowed on the land on which the project is being developed.

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.

20.9 The signatory executing this Agreement on behalf of the Owner and Developer represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of the Owner and Developer, in accordance with the authorization given by the respective Companies and this Agreement is binding on both the Owner and Developer in accordance with its terms.

20.10 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 - XXI
INDEMNITY

21.1 The Parties hereto shall keep each other fully indemnified and harmless against any claim, loss, liability, cost, action or proceedings, that may arise against either party on account of any willful act or omission on the part of the other party or on account of any failure on the part of either party to discharge its liabilities/obligations herein save and except in case of FORCE MAJEURE.

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
AMICABLE SETTLEMENT

The parties are agreed to do amicable settlement of the disputes arises from this development agreement failing which the Arbitration and Conciliation Act will prevail.

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 have further agreed to abide by all the award and/or directions given by the said Sole Arbitrator.
- 23.4 City Civil Court at Calcutta/High Court at Calcutta 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 Owner's 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
EDC/UTILITY & DEPOSITS

25.1 **EDC/UTILITY & 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. All EDC as per **PART-I** of the **THIRD SCHEDULE** hereto that may be charged from any Transferee shall not form part of any allocation. 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 **THIRD SCHEDULE** 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 the piece and parcel of Land with two storied brick-built structure standing thereon and land appurtenant thereto containing an area a little more or less 14 (fourteen) Cottahs 14 (fourteen) Chittacks and 0 (Zero) Square Feet **TOGETHER WITH** constructed area of more or less 8587 Sq. ft. on the Ground Floor and 8726 Sq. ft. on the First Floor along with Tin Shed area of 795 Sq. ft more or less, along with vacant land appurtenant thereto, having cemented floor, age of the structure 80 years having no Lift service, lying and situated at 15, Bal Mukund Makkar Road and in Kolkata Municipal Corporation records also known as 15 Bal Mukund Mackar Road, Ward No.041, Assessee No. 110410100149, Kolkata-700007 within Police Station: Burrabazar (formerly Jorasanko) Post office: Burrabazar. The said property is butted and bounded in the manner as follows:

- ON THE NORTH : By 6 feet wide Public Lane;
- ON THE SOUTH : By Bal Mukund Makkar Road;
- ON THE EAST : By 8 feet wide Public Lane; and
- ON THE WEST : By premises No. 46, Muktaram Babu Street.

SECOND SCHEDULE AS REFERRED TO ABOVE**PART-I****SPECIFICATIONS**

1. Super Structure:
 - (a) R.C.C. Framed structure on pile Foundation.
 - (b) Internal & External Walls – Brickwork/Curtain Wall.
 - (c) Basement Retaining wall of R.C.C.

2. Flooring of high end quality:
 - (a) Common lobbies – Italian Marble
 - (b) Staircase - Marble/Granite
 - (c) Common Toilets – Tiles/Marble/Granite
 - (d) Unit – Italian Marble

3. Wall Treatment:
 - (a) Common lobbies – Marble/Tiles/Wooden Paneling/Granite
 - (b) Stair Case-Paint Finish
 - (c) Common Toilets-Tiles/Paint/Moulde
 - (d) Unit – POP inside. External face of Unit will be Glass/Marble/Tiles/Wooden Paneling/Granite

4. Doors all made of high end quality:
 - (a) Main Entrance Door - Wooden/Aluminum Swing Door/Automatic Door
 - (b) Toilets and Pantry - Wooden Flush Door
 - (c) All individual Unit – Glass / Wooden / Aluminum Swing Door along with Rolling Shutter

5. Windows:
 - (a) Aluminum Sliding/Casement/Louvers Swing/Fixed Glass.

6. Common Toilets:
 - (a) W.C. Urinals and Wash Basin with Kohler/Jaguar C.P. Fittings and other accessories of high end standards.

7. Electricals:

Switches of Crabtree or equivalent make. PVC conduit pipes concealed with copper wiring of Havel or Finolex with central MCB, ample necessary 15 Amp. and 5 Am. electrical points, adequate number of points in all rooms/commercial space/other areas. Call bell points at the entrance and internal roads and exhaust fan points in all kitchens/pantry, Exhaust fan points in all toilets, etc. Lighting arrangements in common areas and passages. Earthing of the entire building. Main RCCBS & Isolators in mainline and also in main distribution. All the common portions of the building should be protected with proper insulation and earthing.

- (a) Internal Electrical Lines terminating in the Distribution Box of each unit.
- (b) Each unit shall be provided with separate main switch and Sub Meter.
- (c) The Common Areas shall be provided with Electrical Fittings & Fixtures of standard make.

8. Lifts & Escalators:

- (a) Lifts Automatic as per sanction (Otis/Kone make)
- (b) Escalators Up and Down for specified areas if required.

9. Landscape:

- (a) Open Area – shall be finished as per the approved design of the Architects.
- (b) Driveway and Car Park areas – shall be finished with PCC/Power Blocks/Pre cast Cement Tiles as per the approved design of the Architects.
- (c) Green Areas – shall be decorated with greens and planters as per the approved design of the Architects.

10. Sewerage:

- (a) Sewerage lines shall be connected to internal Septic Tanks that would be connected to the main Municipal Sewerage.

11. Fire:
- (a) A full Wet Rising system connected to a water reservoir.
 - (b) Jockey Pump and Main fire-fighting pump to keep the system pressurized.
 - (c) Sprinkler system to be installed in common areas.
 - (d) Smoke detection system to be installed in common areas.
 - (e) Unit – Provision for Detection system to be made for each unit. Provision of sprinkler systems will be as available from the valves.
12. Water:
- (a) Adequate Water supply from KMC with water treatment/ filtration plant.
13. Air Conditioner:
- (a) Fully air conditioned with separate AHU for each Unit/all rooms/VRV
14. Rolling shutter in the commercial shops/units in the proposed building.

PART-II

(COMMON AREAS AND INSTALLATIONS)

- 1.1** Paths, passages, driveways, ramps at the ground level of the New Building as except as may be reserved by mutual consent of the parties hereto in writing.
- 1.2** Entrance and Exit of the New Building and Ground Floor lobby. All furniture and fixtures used in the Main Entrance Lobby.
- 1.3** The foundation columns, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways. All staircases, landings and passages.

- 1.4 Windows/doors/grills and other fittings of the common areas of the said Premises. Structural Glazing associated fittings. Façade Panels and Louvers.
- 1.5 Passenger elevators, escalators if installed, goods cum passenger service elevator, lift wells, lift pits and their equipments and machinery.
- 1.6 LT Meter and LT Panel Room, DG Panels, CESC Meter Room, Transformers and all connected wiring, meters, equipment and accessories and spaces for installation of the same.
- 1.7 Electrical wiring and fixtures and fittings for lighting the staircases, common areas, façade, main gate, signages, lobby and landings and operating the lifts and other installations of the New Building.
- 1.8 Electrical installations with MCBs (Mini Circuit Breakers) and meters and space required therefore in the Building Complex.
- 1.9 Underground domestic water reservoir, submersible and other water pumps and motors with water distribution pipes to the overhead domestic water reservoirs of the New Building.
- 1.10 Overhead water tanks with water distribution pipes from such overhead water tanks connecting to the different Units of the New Building.
- 1.11 Drainage and sewerage evacuation and other pipes and drains from the Units to the common drains and sewers of the Building Complex and from the Building Complex to the municipal drains.
- 1.12 Digital Generators and its panels, accessories, wirings, exhausts and space for installation of the same.
- 1.13 Ventilation Ducts, equipments, fans and other associated materials.
- 1.14 Fire refuge platforms, separate underground fire fighting reservoir, separate overhead fire fighting reservoir, fire pumps and pipelines, fire riser duct and all fire fighting equipments (*e.g.* Hosereels, Fire Extinguishers, Sprinklers etc.) and installations in connection with the fire suppression and detection system. (*e.g.* Fire alarms / Smoke Detectors / Manual Call Points / Speakers / Intercoms on all floors) except those inside the Units.

- 1.15 Space for Air-Conditioning.
- 1.16 Electrical Room.
- 1.17 All Sumps, pumps and connection thereof.
- 1.18 Security Systems including wiring, fixtures and fittings for CCTV (Closed Circuit Television) and space for installation of the same.
- 1.19 Ducts for Electric Mains, and cables and wires for Voice, Data, Telephones, Intercom, DTH, TV, Broadband, etc.
- 1.20 All lights, switches, wiring, fixtures, fittings, ducts, cables and other electrical equipments provided in the staircases, ground and floor lobbies, landings and passages etc. on all floors.
- 1.21 Such other areas, installations and/or facilities as the parties may mutually agree in writing.

THIRD SCHEDULE AS REFERRED TO ABOVE

PART-I

(EDC/UTILITY)

- 1. H.T./L.T./Transformer with electric Meter Deposit
- 2. Generator Charges - As per requirement
- 3. Legal & Documentation Charges
- 4. Wiring for Cable Conenction and internet connectivity within the unit
- 5. Association formation charges
- 6. Mutation expenses
- 7. Internal Pipeline and wiring for AC within the unit

PART-II

(DEPOSITS)

- 1. Sinking Fund (Interest Free)
- 2. Advance Maintenance Deposit (for such period as Developer may reasonably decide) Interest Free.
- 3. KMC Property Tax

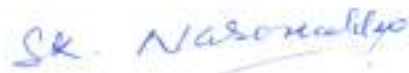
REFUNDABLE SECURITY DEPOSIT

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	Cheque No	Bank	Branch	Amount
25.01.2024	Sheikh Nasiruddin	367902	IDBI Bank	Park Street	50,00,000/-
<u>TOTAL RUPEES FIFTY LAKHS ONLY</u>					50,00,000/-

Witnesses:-

1. 
2. 






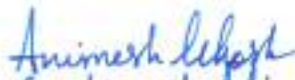
SIGNATURE OF THE OWNER

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. 
153 PARK STREET
1001-17.

SK. Narmada

2. 
6, Old Post Office ST
Kolkata - 1

Gobindam Nasan
(OWNER)

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

1. 
2. 

KZAR CITYLIGHTS LLP
Misbahuddin Rasool
Designated Partner

(DEVELOPER)

Drafted by me:



(BHUPENDRA GUPTA)
Advocate
HIGH COURT AT CALCUTTA
Enrolment No. WB/98/2001

SPECIMEN FORM FOR TEN FINGERPRINTS



Sk. Nazmul Haque

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



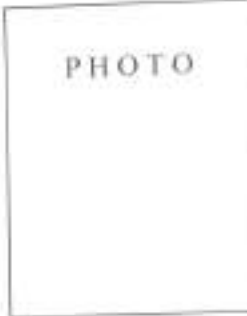
Golobara Noman

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



Misbahuddin Rasid

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



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



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



280120242036197953

GRIPS Payment Detail

GRIPS Payment ID:	280120242036197953	Payment Init. Date:	28/01/2024 18:37:04
Total Amount:	124908	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	4424407663013	BRN Date:	28/01/2024 18:38:23
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr KZAR CITYLIGHTS LLP
Mobile: 9123370597

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240361979548	Directorate of Registration & Stamp Revenue	124908
Total			124908

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

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.





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



192023240361979548

GRN Details

GRN:	192023240361979548	Payment Mode:	SBI Epay
GRN Date:	28/01/2024 18:37:04	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	4424407663013	BRN Date:	28/01/2024 18:38:23
Gateway Ref ID:	240283263310	Method:	HDFC Retail Bank NB
GRIPS Payment ID:	280120242036197953	Payment Init. Date:	28/01/2024 18:37:04
Payment Status:	Successful	Payment Ref. No:	2000227092/3/2024

[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr KZAR CITYLIGHTS LLP
Address:	63 RAFI AHMED KIDWAI ROAD KOLKATA 700016
Mobile:	9123370597
Email:	md.nisar@kalimgroup.com
Period From (dd/mm/yyyy):	28/01/2024
Period To (dd/mm/yyyy):	28/01/2024
Payment Ref ID:	2000227092/3/2024
Dept Ref ID/DRN:	2000227092/3/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000227092/3/2024	Property Registration- Stamp duty	0030-02-103-003-02	74901
2	2000227092/3/2024	Property Registration- Registration Fees	0030-03-104-001-16	50007

Total 124908

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

Major Information of the Deed

Deed No :	I-1904-01186/2024	Date of Registration	29/01/2024
Query No / Year	1904-2000227092/2024	Office where deed is registered	
Query Date	27/01/2024 2:03:51 PM	A.R.A. - IV 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. 6,62,84,857/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,001/- (Article:48(g))	Rs. 50,011/- (Article:E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



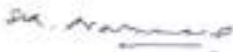



District: Kolkata, P.S:- Burrabazar, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Balmukund Mackar Road, , Premises No: 15, , Ward No: 041 Pin Code : 700007

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	14 Katha 14 Chatak		5,91,44,302/-	Property is on Road
Grand Total :				24.5438Dec	0 /-	591,44,302 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	17313 Sq Ft.	0/-	70,11,765/-	Structure Type: Structure
Gr. Floor, Area of floor : 8587 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 80 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 8726 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 80 Years, Roof Type: Pucca, Extent of Completion: Complete					
S2	On Land L1	795 Sq Ft.	0/-	1,28,790/-	Structure Type: Structure
Floor No: 1, Area of floor : 795 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 80 Years, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		18108 sq ft	0 /-	71,40,555 /-	



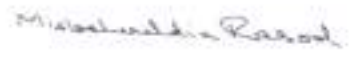
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<p>SHEIKH NASIRUDDIN Son of SHEIKH ZAHORUDDIN Executed by: Self, Date of Execution: 29/01/2024 , Admitted by: Self, Date of Admission: 29/01/2024 ,Place : Office</p>		 <p>Captured</p>	
	29/01/2024	LT1	29/01/2024	29/01/2024
Flat No: 7, 153, Park Street, City:- Not Specified, P.O:- Circus Avenue, P.S:-Beniapukur, District:- South 24-Parganas, West Bengal, India, PIN:- 700017 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: ABxxxxxx3H, Aadhaar No: 94xxxxxxxx4585, Status :Individual, Executed by: Self, Date of Execution: 29/01/2024 , Admitted by: Self, Date of Admission: 29/01/2024 ,Place : Office				
2	<p>SHABNAM NASEER Wife of SHEIKH NASIRUDDIN Executed by: Self, Date of Execution: 29/01/2024 , Admitted by: Self, Date of Admission: 29/01/2024 ,Place : Office</p>		 <p>Captured</p>	
	29/01/2024	LT1	29/01/2024	29/01/2024
Flat No: 7, 153, Park Street, City:- Not Specified, P.O:- Circus Avenue, P.S:-Beniapukur, District:- South 24-Parganas, West Bengal, India, PIN:- 700017 Sex: Female, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: ABxxxxxx0A, Aadhaar No: 79xxxxxxxx1309, Status :Individual, Executed by: Self, Date of Execution: 29/01/2024 , Admitted by: Self, Date of Admission: 29/01/2024 ,Place : Office				


Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>KZAR CITYLIGHTS 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.:: ABxxxxxx1E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name MISBAHUDDIN RASOOL (Presentant) Son of GHOLAM RASOOL Date of Execution - 29/01/2024, , Admitted by: Self, Date of Admission: 29/01/2024, Place of Admission of Execution: Office	 <small>Jan 29 2024 12:38PM</small>	 Captured <small>L71 29/01/2024</small>	 <small>29/01/2024</small>
Flat No: 1D, 52, Bright Street, City:- Not Specified, P.O:- Circus Avenue, P.S:-Karaya, District-South 24-Parganas, West Bengal, India, PIN:- 700017, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: AHxxxxxx2C, Aadhaar No: 81xxxxxxxx6911 Status : Representative, Representative of : KZAR CITYLIGHTS LLP (as Designated Partner)				

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	 <small>29/01/2024</small>	 Captured <small>29/01/2024</small>	 <small>29/01/2024</small>
Identifier Of SHEIKH NASIRUDDIN, SHABNAM NASEER, MISBAHUDDIN RASOOL			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	SHEIKH NASIRUDDIN	KZAR CITYLIGHTS LLP-12.2719 Dec
2	SHABNAM NASEER	KZAR CITYLIGHTS LLP-12.2719 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	SHEIKH NASIRUDDIN	KZAR CITYLIGHTS LLP-8656.50000000 Sq Ft
2	SHABNAM NASEER	KZAR CITYLIGHTS LLP-8656.50000000 Sq Ft

Transfer of property for S2

Sl.No	From	To. with area (Name-Area)
1	SHEIKH NASIRUDDIN	KZAR CITYLIGHTS LLP-397.50000000 Sq Ft
2	SHABNAM NASEER	KZAR CITYLIGHTS LLP-397.50000000 Sq Ft

Endorsement For Deed Number : I - 190401186 / 2024

On 29-01-2024

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

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

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

Presented for registration at 12:02 hrs on 29-01-2024, at the Office of the A.R.A. - IV KOLKATA by MISBAHUDDIN RASOOL .

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 6,62,84,857/-

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

Execution is admitted on 29/01/2024 by 1, SHEIKH NASIRUDDIN, Son of SHEIKH ZAHORUDDIN, Flat No: 7, 153, Road: Park Street, P.O: Circus Avenue, Thana: Beniapur, South 24-Parganas, WEST BENGAL, India, PIN - 700017, by caste Muslim, by Profession Business, 2. SHABNAM NASEER, Wife of SHEIKH NASIRUDDIN, Flat No: 7, 153, Road: Park Street, P.O: Circus Avenue, Thana: Beniapur, South 24-Parganas, WEST BENGAL, India, PIN - 700017, by caste Muslim, by Profession Business

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

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

Execution is admitted on 29-01-2024 by MISBAHUDDIN RASOOL, Designated Partner, KZAR CITYLIGHTS 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 50,011.00/- (B = Rs 50,000.00/- ,E = Rs 7,00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 4,00/-, by online = Rs 50,007/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/01/2024 6:38PM with Govt. Ref. No: 192023240361979548 on 28-01-2024, Amount Rs: 50,007/-, Bank: SBI EPay (SBlePay), Ref. No. 4424407663013 on 28-01-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,001/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 74,901/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 32816, Amount: Rs.100.00/-, Date of Purchase: 27/01/2024, Vendor name: S Chanda

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/01/2024 6:38PM with Govt. Ref. No: 192023240361979548 on 28-01-2024, Amount Rs: 74,901/-, Bank: SBI EPay (SBlePay), Ref. No. 4424407663013 on 28-01-2024, Head of Account 0030-02-103-003-02



Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2024, Page from 93647 to 93696
being No 190401186 for the year 2024.



Mohul

Digitally signed by MOHUL MUKHOPADHYAY
Date: 2024.02.01 18:02:05 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 01/02/2024
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.