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Certified that the document is admitted for Registration and the part of it

Additional Registrar of Assurances-III, Kolkata

Case No 1905-2-1022929/2021
Mem No 1148/10/2374
Case No - 103/21

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 5th day of July Two Thousand and Twenty One

BETWEEN

PARTIES:

OWNER:

1.1 A TALUKDAR & CO (FERTILISERS) PRIVATE LIMITED (having CIN U24133WB1957PTC023339 and PAN AAPCA3317A), an incorporated Company within the meaning of the Companies Act, 2013 having its Registered Office at Trinity Plaza, 84/1A Topsia Road (S), Post Office Topsia, Police Station Topsia, Kolkata - 700046 represented by its Director Mr. Anshul Himatsingka son of Harish Himatsingka residing at 19A, Mandeville Gardens, Post Office Ballygunge and Police Station Gariahat, Kolkata 700019 having PAN ABLPH6300E and Aadhar No. 618613782185, duly authorized by its Board of

20031

DSP LAW ASSOCIATES
Advocates

NAME	4D Nil House
ADD	1B & 2 Hare Street,
City	Kolkata - 700001
- 7 MAY 2021	
SUDANJAN MUKHERJEE	
Learning Stamp Vendor	
C. G. Road	
2 & 3, H. S. Road, Koli	

- 7 MAY 2021



Identified by me
 Jasobanta Swain
 S/o Late Kapil Swain
 2/2, Brijen mukherjee Road
 Behala, Kolkata-700034
 P.O & P.S. - Behala

[Signature]
 Additional Registrar of
 Assurances, Kolkata

5 JUL 2021

Directors vide Resolution dated 30th June, 2021 hereinafter referred to as "the **OWNER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-interest and/or assigns) of the **ONE PART**; AND

1.2 **DEVELOPER:**

1.2.1 **HONEYBIRD HEIGHTS LLP** (having LLPIN AAC-9892 and PAN AAIFH3317D), a Limited Liability Partnership within the meaning of the Limited Liability Partnership Act, 2008 having its Registered Office at 304 Chandan Niketan, 52A, Shakespeare Sarani, Post Office Circus Avenue, Police Station Beniapukur, Kolkata-700017, represented by its Designated Partner Mr. Nikhil Karnani son of Mr. Mahesh Karnani residing at 1, Auckland Square, Police Station Shakespeare Sarani, Post Office Circus Avenue, Kolkata -700017 (having PAN AKNPK3653L and Aadhar No. 9476 9669 0566) hereinafter referred to as "the **DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-interest and/or assigns) of the **OTHER PART**;

SECTION-I # DEFINITIONS:

1 **DEFINITIONS:** Unless in this Agreement there be something contrary or repugnant to the subject or context:-

1.1.1 "**Parties**" shall mean collectively the Owner and the Developer and "Party" means either the Owner or the Developer, as according to the context may be applicable.

1.1.2 "**Agreed Ratio**" shall mean the ratio of sharing or distribution in Realizations and several other matters referred to herein between the Owner and the Developer which shall be 37% (thirty seven percent) of the Owner and 63% (sixty three percent) of the Developer.

1.1.3 "**Agreement**" shall mean this Agreement along with all annexures and schedules attached hereto and all instruments supplemental to or in amendment or furtherance of this Agreement, entered into by both the parties hereto in writing, in accordance with the terms contained herein;

1.1.4 "**Applicable Laws**" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, codes, guidelines, directions, judgments, decrees by any Governmental Body or Authority or local authority or judicial authority or statutory authority having jurisdiction, whether in effect on the date of this Agreement or thereafter.

- 1.1.5 **"Approvals"** shall mean and include any approvals, authorizations, permissions, no objection certificates, clearances, permits, sanctions, licenses, etc., in any form, whatsoever, including all renewals, revalidations, rectifications, revisions thereof and irrespective of its nomenclature which may be required under any Applicable Law from any Government Authority for sanction of Plans, construction, development, Ownership, management, operation, implementation and completion of the Building, including any Completion Certificate and any Occupancy Certificate;
- 1.1.6 **"Architect"** shall mean such person or persons and/or firm or firms who may be appointed by the Developer in consultation with the Owner from time to time at the Developer's own costs for preparation drawing and designing of the Plans and planning and supervision of the construction of the Building at the Project Land and for all other matters which are connected therewith and/or incidental thereto;
- 1.1.7 **"Building Complex"** shall mean the New Building(s) to be constructed at portion(s) of the Project Land along with the relevant Common Areas and Installations and wherever the context so permits or intends include the Project Land.
- 1.1.8 **"Building Plans"** shall mean the plan for construction of the New Buildings to be caused to be sanctioned by the Developer in the name of the Owner from the Kolkata Municipal Corporation and include all modifications and/or alterations as may be made thereto as also all extensions and/or renewals thereof.
- 1.1.9 **"Common Areas and Installations"** shall mean the areas, installations and facilities at or for the Building Complex as mentioned in the **SECOND SCHEDULE** hereto and the same shall be subject to modifications and alterations that may be made by the Developer but in no event the same shall be reduced than what is provided in the Second Schedule without the written consent of the Owner which shall not be unreasonably withheld.
- 1.1.10 **"Common Purposes"** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the Transferees thereof; collection and disbursement of the Common Expenses; the purpose of regulating mutual rights, obligations and liabilities of the Transferees thereof; and dealing with all matters of common interest of the Transferees thereof.



- 1.1.11 **“Completion of Construction”** in respect of any of the New Building or part thereof shall mean the compliance of requirements mentioned in clause 8.22 hereto.
- 1.1.12 **“Developer’s Realization Share”** shall mean and include **63% (sixty three percent)** of the Realizations to belong to the Developer.
- 1.1.13 **“Developer’s Allocation”** shall mean and include the Developer’s Realization Share and portions and shares of the Developer in any unsold areas as per clause 11 below and all other properties and rights of the Developer in the Project in terms hereof or in pursuance hereof.
- 1.1.14 **“Encumbrances”** shall include encumbrances, mortgages, charges, security interest, liens, lispendens, attachments, leases, tenancies, thika tenancies, occupancy rights, uses, debutters, trusts, bankruptcy, insolvency, claims, demands, forfeitures and liabilities whatsoever or howsoever.
- 1.1.15 **“Extras and Deposits”** shall mean the amounts mentioned in **FOURTH SCHEDULE** hereto subject to any variations as per Clause 10.5 hereto.
- 1.1.16 **“New Building”** shall mean the one or more buildings and/or other structures that may be constructed by the Developer from time to time at the Project Land or portions thereof.
- 1.1.17 **“Owner’s Realization Share”** shall mean and include **37% (thirty seven percent)** of the Realizations to belong to the Owner.
- 1.1.18 **“Owner’s Allocation”** shall mean and include the Owner’s Realization Share and portions and shares of the Owner in the unsold areas as per clause 11 hereto and all other properties and rights of the Owner in the Project in terms hereof or in pursuance hereof.
- 1.1.19 **“Owner’s Named Representative”** shall, unless changed by an intimation in writing given to the Developer hereafter in terms of Clause 13.1.7, mean Mr. Anshul Himatsingka.
- 1.1.20 **“Parking Spaces”** shall mean the spaces at the Building Complex including at covered space, open area or under a shade at the open area or mechanized multilevel systems for parking of motor cars and/or two-wheelers.
- 1.1.21 **“Pass Through Charges”** shall mean the Goods and Service Tax or any substitutes, additions or alterations thereof and any other impositions,

levies or taxes (other than Income Tax) on the Transfer in favour of the Transferees.

- 1.1.22 "Project Land"** shall mean the pieces or parcels of Land admeasuring 40.535 Cottahs more or less with all existing rooms, structures, appendages and appurtenances situate lying at and being Premises No. 17 Pagladanga Road, Police Station Pragati Maidan (formerly Tiljala), Kolkata- 700105, morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written;
- 1.1.23 "Project"** shall mean and include (a) development of Building Complex at the Project Land, (b) Transfer of the Transferable Areas to the Transferees and the collection of the Realizations from the Transferees and distribution of the same amongst the parties, (c) division of unsold residual areas, if any remaining, and (d) administration of Common Purposes until handing over to the Association, all as per the terms and conditions hereof.
- 1.1.24 "Proportionate" or "Proportionately" or "Proportionate Share"** insofar as the matters of Units and/or Transferees and/or the Common Purposes are concerned, shall mean the proportion in which the total built-up area of any Unit may bear to the total built-up area of all the Units in the Building Complex.
- 1.1.25 "Real Estate Laws"** shall mean the Real Estate (Regulation and Development) Act, 2016 as applicable to West Bengal and include the amendments and substitutes thereof and also all rules, regulations and byelaws in respect thereof.
- 1.1.26 "Realization"** shall mean and include the sale proceeds, booking amounts, advances and other incomings received against Transfer of or otherwise in respect of the Units, Parking Spaces, other Transferable Areas and from transfer of any appurtenant rights/privileges at the Project Land from time to time including the price/consideration, transfer/nomination acceptance charges, premium, salami, rent, advance rent, prime location charges, floor rise charges or any such charges if so charged from any Transferee, interest/compensation if any received by the Developer from Transferees on any delayed payment or otherwise (other than those arising from delayed payment of Pass Through Charges and Extras and Deposits), any amount received from Transferees as compensation on cancellation of an Agreement for Sale and any other amounts on any account received; but shall not include any amounts received on account of (a) Pass Through Charges and (b) Extras and Deposits contemplated in clause 10.5 hereto.

- 1.1.27 "Shares in land"** shall mean the proportionate undivided share in the land of whole or part of the Project Land attributable to any Unit.
- 1.1.28 "Transfer"** with its grammatical variations shall include transfers primarily by sale but with possibility of leases and otherwise as decided by the Developer Provided That in case of the Developer deciding to adopt leases or modes of transfer other than sale in respect of Units, then the Developer shall obtain the written consent of the Owner's Named Representative.
- 1.1.29 "Transferable Areas"** shall mean the Units, Parking Spaces, other constructed spaces, private/reserved terraces/roofs with or without any facilities and all other areas at the Building Complex and Project Land capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include any right, benefit or privilege at the Building Complex and the Project Land capable of being commercially exploited and wherever the context so permits shall include the Shares in land.
- 1.1.30 "Transferees"** shall mean the persons to whom any Transferable Areas in the Project is Transferred or agreed to be transferred.
- 1.1.31 "Units"** shall mean the independent and self-contained residential flats and/or apartments, non-residential office spaces, shops and other constructed spaces capable of being exclusively held used or occupied by person/s.
- 1.2** The paragraph headings herein shall not form part of this Agreement and the same have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation of any of the terms or provisions of these presents.
- 1.3** 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.
- 1.4** Where any notice, consent, approval, permission or certificate is required to be given by any party to this Agreement such notice, consent, approval, permission or certificate must (except where otherwise expressly specified), be in writing.
- 1.5 INTERPRETATION:**

- 1.5.1 Reference to any clause shall mean such clause of this Agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this Agreement and include any parts of such Schedule.
- 1.5.2 Headings, Clause Titles, Capitalized expressions and bold expressions are given for convenience only.
- 1.5.3 Reference to the word "include" shall be construed without limitation;
- 1.5.4 The Schedules/Annexure and recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to be a breach of this Agreement;
- 1.5.5 Reference to a document, instrument or agreement (including, without limitation, this Agreement) is a reference to any such document, instrument or agreement as modified, amended, varied, supplemented or novated from time to time in accordance with the provisions.

SECTION-II # RECITALS AND REPRESENTATIONS:

2 RECITALS/REPRESENTATIONS:

2.1 RECITALS:

- 2.1.1 The Owner is the sole and absolute owner and in 'khas' ~~vacant~~ peaceful possession of the Project Land.
- 2.1.2 Pursuant to discussions between the parties and the representations as hereinafter contained, the Owner and the Developer have agreed to enter into this Agreement whereby the Developer has upon being conferred by the Owner the right to do so, agreed to carry out the Project subject to terms herein contained and certain other acts, deeds and things pertaining to the Project as contained hereinafter and be entitled to the Developer's Allocation and the Owner has agreed to Transfer the proportionate Shares in Land attributable to the concerned Units to the Transferees thereof upon Completion of Construction thereof and to carry out certain other acts, deeds and things pertaining to the Project Land and be entitled to the Owner's Allocation on the terms and conditions hereinafter contained.

2.2 REPRESENTATIONS:

- 2.2.1 **REPRESENTATIONS OF OWNER :** The Owner made the following several representations and assurances to the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:



- (i) That the Owner is the sole and absolute Owner of the Project Land with good marketable title. The facts about the Owner deriving title to the Project Land are contained in the **FIFTH SCHEDULE** hereto and the same are all true and correct and all the documents and deeds connected with Project Land as per list separately signed by the parties have been disclosed to the Developer and the Developer is aware about the same.
- (ii) That the Project Land is free from all Encumbrances whatsoever or howsoever created or suffered by the Owner and without any claim, right, title, interest of any other person thereon or in respect thereof.
- (iii) That the Owner is in khas vacant and peaceful possession of the Project Land and the same has been duly secured by boundary walls on all sides with frontage alongside public road namely Pagladanga Road.
- (iv) That the Owner has caused its name to be mutated in the records of the Kolkata Municipal Corporation in respect of the Project Land.
- (v) To the best of the knowledge there is no injunction, status quo, impediment, obstruction, restriction or prohibition in the Owner entering upon this Agreement and/or in the development and transfer of the Project Land nor is there any notice or proceeding affecting the same.
- (vi) To the best of the knowledge there is no notice of acquisition or requisition or alignment received or pending in respect of the Project Land or any part thereof and the Project Land or any part thereof does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976.
- (vii) To the best of the knowledge the Project Land or any part thereof has not been attached or forfeited and/or is liable to be attached or forfeited under any laws or order or decree of any authority or Court of Law or due to Income Tax, Foreign Exchange, Money Laundering or any other Statutory Dues or Public Demand and there is no notice or proceeding against the Owner in connection therewith.
- (viii) That all the original documents of title (list separately signed by the parties) in respect of the Project Land are in the custody of the Owner and the same have not been deposited with anyone nor seized by any authority nor used as security or collateral security or bond or otherwise in respect of any activity or transaction whatsoever.



- (ix) That there is no pending agreement or contract with any other person in connection with the Project Land or any part thereof or its development/sale/transfer nor have executed any power of attorney in favour of any person nor have otherwise dealt with the Project Land or any part thereof prior to execution of this Agreement.
- (x) That the Owner is not aware of any legal proceedings filed or pending by or against the Owner and/or its Directors in respect of the Project Land nor have the Owner and/or its Directors have extended any security and/or guarantee which are likely to affect the Project Land in any manner whatsoever.
- (xi) That there is no notice or proceeding of winding up or bankruptcy or insolvency proceedings or under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or the Companies Act or Bankruptcy & Insolvency Code or before the Debts Recovery Tribunal or before any Court or Tribunal filed or pending against the Owner.
- (xii) That subject to the terms hereof, there is no difficulty in the compliance of the obligations of the Owner hereunder.

2.2.2 REPRESENTATIONS OF DEVELOPER: The Developer has represented and assured the Owner for the purpose of entering upon this Agreement and the transaction envisaged herein, inter alia, as follows:-

- (i) The Developer has inspected the said Project Land and all the title deeds and documents connected therewith provided to it by the Owner. However such inspection shall not limit or affect any representation, obligation or liability of the Owner nor absolve the Owner therefrom. The Developer has already done preliminary planning and is satisfied about the possibility of development of the same into the Building Complex.
- (ii) The Developer is carrying on the business of construction and development of real estate and has infrastructure, expertise and resources in this field and has adequate finance and can procure finance to successfully complete the Project.
- (iii) The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist. There is no impediment, obstruction, restriction or prohibition in the Developer entering upon this agreement and/or in agreeing to develop the Said Project Land in terms hereof.

(iv) Subject to the terms hereof, there is no difficulty in compliance of the obligations of the Developer hereunder.

- 2.3 The parties are now entering upon this Agreement to put into writing all the terms and conditions agreed between them in connection with the Project and the respective rights and obligations of the parties in respect of the same as hereinafter contained.

SECTION-III # WITNESSETH:

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

3 AGREEMENT AND CONSIDERATION:

- 3.1 The Owner hereby grants to the Developer exclusive rights, interest and authority in respect of the Project Land to develop the same by constructing the Building Complex thereon and to Transfer the Transferable Areas therein in the manner hereinstated and to be entitled to share the Realizations amongst the Owner and the Developer on the terms and conditions hereinafter contained. It is clarified that the Owner shall receive their share of the Realizations as consideration for Transfer of the proportionate share in the land to the Transferees.
- 3.2 With effect from the date hereof and on and subject to the terms and conditions hereinafter contained the Developer shall have the sole and exclusive rights, authorities and entitlements to (a) develop and construct or cause to be constructed the Building Complex at the Project Land and (b) administer the Project in the manner and until the period as morefully contained herein and (c) Transfer the Transferable Areas in the manner hereinstated and (d) the Developer' Allocation and (e) all other properties benefits and rights of the Developer hereunder **And** the Owner shall be entitled (a) to the Owner's Allocation and (b) all other properties benefits and rights of the Owner hereunder on and subject to the terms and conditions hereinafter contained.
- 3.3 The Building Complex shall be constructed or caused to be constructed by the Developer at its own costs and expenses. The Owner hereby agrees to sell and transfer the shares in land attributable to the Transferable Areas in favour of the concerned Transferees and the consideration for the same shall be the Owner's Realization Share. It is clarified that the Transfer of the proportionate share in the land shall be completed upon construction of the Transferable Areas or at such other time as the parties hereto may by mutual consent agree and the consideration for the same and any other right, title or interest thereunder transferred by the Owner shall be the Realization forming part of the Owner's Realization Share.

- 3.4 Upon Completion of Construction, the Transferable Areas then remaining as not Transferred or agreed to be transferred, such residual areas may be allocated to the parties respectively and to be held by the respective allottees thereof as morefully provided for in Clause 11 hereto.
- 3.5 The agreement and the rights of the Developer cannot be revoked and shall be and remain valid, and subsisting at all times and cannot be unilaterally cancelled by the Owner except only in accordance with any specific terms and conditions mentioned herein.
- 4 LAND RELATED OBLIGATIONS OF OWNER :**
- 4.1 **ATTRIBUTES REQUIRED FOR SAID LAND:** The Owner shall be wholly responsible and liable to cause and ensure the availability of the Project Land towards the development and Transfer in terms hereof. The Owner shall comply with and meet the following criteria and requirements:
- 4.2 **Marketable Title:** To maintain good marketable title of the Owner to the said premises and has not nor shall create any Encumbrances, mortgages, charges, liens, lispensens, attachments, leases, tenancies, occupancy rights, uses, debutters, trusts, claims and liabilities whatsoever on the said Project Land hereafter or do any act deed or thing which may result in any defect in their title to the Project Land.. Any objection or claim of any person in respect of the title of the Owner in respect Project Land shall be dealt with and settled and cleared by the Owner immediately and in any event within 60 days from the date of receiving such objection or claim. The Owner agrees to answer and comply with all Requisitions on title that may be raised from time to time by any Transferee which the Developer cannot satisfy.
- 4.3 **Free from Encumbrances:** The Owner shall be liable and responsible for any Encumbrances created or suffered by the Owner in respect of the Project Land with effect from the date hereof and shall cause and ensure that the Project Land is free from any Encumbrance, restriction or prohibition for its development and/or Transfer in any manner. In case any Encumbrances created or suffered by the Owner in respect of the Project Land is found at any time or any claims, objections or litigations on title or possession is found or arises, the Owner shall be responsible to clear the same at its own costs and expenses within 60 days of the same arising.
- 4.4 **Boundary Wall and Direct Access:** The Project Land is secured by boundary walls with proper entry/exit gates. The Owner shall, if required, repair the boundary walls wherever damaged. Further there is a direct access of the Project Land from the abutting public road namely Pagladanga Road alongside the entire Southern boundary.

- 4.5 **Mutation:** The Owner has caused to be mutated its name in the records of the Kolkata Municipal Corporation in respect of the Project Land.
- 4.6 **Error/Defect:** In case any errors, defects, discrepancies, omissions, inconsistencies and/or mis-description in mutation or amalgamation or in any other recording is detected in the records of the said Kolkata Municipal Corporation, B.L.& L.R.O. or any other Appropriate Authorities including as regards the area of land and/or the nature of recorded use for the purpose of development envisaged herein or otherwise, the parties shall jointly cause the same to be incorporated/corrected with mutual consent and co-operation and the parties shall discuss and finalize the cost sharing in respect of the same between them. The time taken for the same shall be added to the time stipulations of the Developer as contained in clause 8.19 herein below.
- 4.7 **Municipal and Statutory Dues:** The Owner shall at its own costs and expenses, bear and pay the municipal and all other rates taxes land revenue and other dues and outgoings in respect of the Project Land till the date of execution of this Agreement.
- 4.8 **TIME AND COSTS AND EXPENSES FOR OBLIGATIONS OF OWNER:** Unless otherwise expressly mentioned the time for compliance of the several obligations of the Owner shall be within **30 (thirty) days** from the date of execution hereof or as mutually agreed in writing to be extended or if the situation for the same arises later, then within **30 (thirty) days** of the situation arising and all costs, charges, and expenses on any account whatsoever in respect of the several obligations of the Owner contained herein shall be borne and paid by the Owner.
- 5 **TITLE DEEDS & OTHER DOCUMENTS:**
- 5.1 Simultaneously with the execution of this Agreement, all original documents of title forming part of the chain of title relating to the Project Land, as per mutually agreed list ("**Title Deeds**") shall be kept in the joint locker to be operated jointly by one representative of the Owner and one representative of the Developer.
- 5.2 Both the Developer and the Owner, individually and severally, shall be entitled to take and/or conduct inspection of the Title Deeds or provide production thereof before Appropriate Authorities, banks, financiers etc. after giving prior notice in writing to the other Party with the reasoning of its requirement for the same.
- 5.3 Upon every request of the Developer and/or the Owner from time to time made, the parties shall jointly provide inspection and production of the original title deeds to Owner and/or the Developer and/or any Appropriate Authority and/or Transferees and/or Financers and also provide copies or extracts therefrom. The expression "Financers" used in this agreement shall mean banks or financial

institutions only who may be providing construction loans/ advances / finances to the Developer and/or the Transferees.

- 5.4 The Developer shall be entitled from time to time and at all times to deliver the original title deeds to any Financers only in respect of construction loan or finance taken by subject to the terms of clause 9.7 hereto and to return the same to the Joint Locker upon repayment of the same.
- 5.5 Upon Completion of Construction of the Project, the original Title Deeds shall be handed over to the Association in the manner if required under the Real Estate Laws.

6 ENTRY :

- 6.1 With effect from the date of execution of this Agreement, the Developer shall have the full free and unfettered right to enter upon the Project Land for the purpose of survey, soil testing, planning and preparation of plans, inspection and other initial works pertaining to the proposed development.
- 6.2 With effect from the date of sanction of Building Plans, the Developer shall have the full, free and unfettered right to enter upon the Project Land and carry out all development activities and to keep the same secured by appointing its security personnel.
- 6.3 The possession of the Said Project Land shall be delivered to the Developer for the Development envisaged herein. However, the legal possession of the Said Project Land is and shall continue to be exclusively with the Owner until Completion of Construction of the Building Complex or until such earlier time as the parties may mutually agree and thereafter the Owner and the Developer shall be in joint possession of the Building Complex as the same are constructed with right to the Developer to deliver possession of the Units directly to the Transferees thereof on compliance of all its obligations by the Developer under this Agreement. It is hereby expressly agreed by and between the parties hereto that the possession of the Project Land shall, unless otherwise mutually agreed between the parties, not be given or intended to be given to the Developer under any circumstances whatsoever including 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 is clarified that the legal ownership on the Said Project Land shall continue to vest in the Owner till such time the proportionate shares attributable to the concerned Units therein is transferred to the Transferees. However this shall not affect any right accruing to the Transferees on account of allotment or agreements entered with them or any finance obtained by them.

7 PLANNING OF THE PROJECT:

- 7.1 PLANNING:** The planning and layout for the development of the Project Land including, inter alia, the decision on one or more Building Complex and the size and height each thereof, the design, concept and layout of the Building Complex and also of landscaping, plantation, walkways, driveways at the Project Land, the number and area and type of use of Units and other Transferable Areas in one or more New Buildings and other portions of the Project Land with sharing of all/any facilities/infrastructure shall be done by the Developer in consultation with the Owner and the Architects.
- 7.2 SURVEY AND SOIL TESTING:** The Developer shall at its own costs and expenses carry out necessary survey and soil testing and other preparatory works in respect of the Project Land.
- 7.3 BUILDING PLANS:**
- 7.3.1 PREPARATION AND APPROVAL:** The Developer shall cause to be prepared the proposed Building plans and send a copy of the Building Plans to the Owner. The Owner shall within 15 days of receiving the proposed plans offer their suggestions, if any, thereon to the Developer which shall be considered by the Developer and shall finally leave the same for the consideration of the Architect whose decision on the same shall be final. The Developer shall, subject to force majeure and subject to their being no delay or default in compliance of the relevant obligations of the Owner contained herein, within 9 (Nine) Months from the date of execution of this Agreement apply for and obtain sanction of the Building Plans from the Kolkata Municipal Corporation in respect of the New Buildings. Soon after sanction of the Building Plans, the Developer shall forward copies of the sanctioned Building Plans to the Owner.
- 7.3.2 MODIFICATIONS AND ALTERATIONS:** The Developer shall be entitled from time to time to cause modifications and alterations to the sanctioned plans or revised sanctioned plans in such manner and to such extent as the Developer may deem fit and proper **Provided That** in case due to any such modification or alteration the total aggregate carpet area of all Units or of the Common Areas and Installations or the number of car parking spaces sanctioned gets reduced, the Developer shall obtain the consent of the Owner's Named Representative in respect thereof, which consent shall not be unreasonably withheld, refused or delayed.
- 7.3.3 GREEN BUILDING F.A.R.:** The Developer shall be obliged to apply for additional F.A.R. on account of Green Building and include the same in the planning and preparation of Building Plans. The entire additional Green charges payable to Kolkata Municipal Corporation attributable to such sanction of additional FAR on account of Green Building and construction cost for such additional FAR shall be borne and paid by the Developer. Once sanctioned, the

additional FAR shall automatically form part of the Building Complex and the Project.

- 7.4 APPROVALS FOR SANCTION AND DEVELOPMENT:** Save the clearances agreed to be obtained by the Owner, the Developer at its own cost, shall in its own name or in the names of the Owner apply for and obtain all permissions, clearances, no objection certificates and other approvals required for sanction of the Building Plans and carrying out the development at the Project Land, including those required from Pollution Control Authority, Airport Authority, Fire Service Authorities, Police Authorities, Municipal Authorities any other Statutory Authorities and shall be entitled to gift portions of the Project Land to Kolkata Municipal Corporation in connection with sanction of plans. Copies of Clearances shall be forwarded by the Developer to the Owner within 15 days of being required by the Owner. The Developer shall also obtain necessary full Completion Certificate in respect of the New Building from the Kolkata Municipal Corporation and may prior thereto obtain partial completion certificates from time to time in respect of portions thereof.
- 7.5 SIGNATURE AND SUBMISSION:** The Owner shall sign, execute, submit and deliver all applications, undertakings, declarations, affidavits, plans, gift deeds to Kolkata Municipal Corporation, boundary declarations, undertakings, letters and other documents and do all acts deeds and things as may be required by the Developer in connection with the application and/or obtaining the sanction of the Building Plans and for obtaining any sanctions and/or approvals required to be obtained by the Developer and/or for commencing or carrying out the Development at the Project Land and for obtaining any utilities and permissions thereat at the cost of the Developer and subject to there being no liabilities being cast on the Owner.
- 8. CONSTRUCTION OF THE PROJECT:**
- 8.1 DEMOLITION:** After sanction of the Building Plans, the Developer shall be entitled from time to time to demolish all existing buildings and structures at the Project Land as per its planning and requirement. The Developer shall continue usage of the existing constructions or such parts thereof as may be required for its project office, storage, administration, security and other related purposes. As and when the Developer demolish any existing buildings and structures, the same shall be done on behalf of the Owner and the net proceeds realized from the disposal of the debris etc., shall belong to the Owner.
- 8.2 GOOD CONSTRUCTION:** The Developer shall construct erect and carry out the development at the Project Land or cause the same in a good and workman like manner with good quality of materials with the specifications mutually agreed and accepted between the parties and mentioned in the **THIRD**

SCHEDULE hereto (or equivalent substitutes in quality/value thereof) and upon due compliance of the Building Plans and laws affecting the same and without creating any financial or other liability on the Owner. The Developer shall have the sole and complete rights and obligations in respect of all aspects of development and construction subject to the terms hereof. The Owner shall not be responsible for any accident or mishap at the project site during construction and the Developer shall keep the Owner indemnified for any loss costs and consequences if suffered by the Owner due to such accident or mishap.

- 8.3 REAL ESTATE LAWS:** The Developer shall comply with all necessary requirements under the Real Estate Laws and required to be complied with by a Developer of a building. The Owner shall co-operate and assist the Developer in respect thereof and shall also comply with all necessary requirements under the Real Estate Laws required to be complied with by a landowner and/or as and being the Owner hereunder, at the cost of the Developer.
- 8.4 TEAM:** The entire team of people required for the execution of the Project shall be such person as may be selected and appointed by the Developer in its sole discretion. The Architect for the Building Complex shall be selected by the Developer in consultation with the Owner. All persons employed by the Developer for the purpose of construction such as architects, contractors, labourers, care-takers etc., shall be the persons under the appointment from and/or employees of the Developer and the Owner shall not in any way be liable or responsible for their salaries, wages, remuneration etc. or their acts in any manner whatsoever and shall have no responsibility towards the architect and/or contractors labourers caretaker etc. or for the compliance of the provisions of labour laws, payment of wages, payment of P.F., E.S.I. etc., maintenance of records of labourers etc. and all the responsibilities in this regard shall be that of the Developer and the Owner shall be kept protected and harmless against any action, if taken against the Owner for non-compliance or violation of the said requirements.
- 8.5** The construction of the Building Complex shall be caused to be completed by the Developer in all respects including Common Areas, Installations and Facilities and essential services including drainage/sewerage, water and electricity connections and electrification of such Common Areas, Installations and Facilities.
- 8.6** The Developer shall also be entitled for itself and on behalf of the Owner, as the case may be, to handle, deal with and/or to look after all matters, disputes, litigations, cases, issues that may arise out of the activities of the Developer while developing the Said Project Land and construction of the Building Complex thereat, at its own cost and expenses, as also those arising with the Intending Transferees, if any owing to such activities.

- 8.7 The Developer will not, at any cost, burden the Owner with any payments and outgoings to be made by the Developer as a result of any litigation and/or dispute arising out of the activities of the Developer while carrying out its obligations.
- 8.8 During the period of construction of the Building Complex, the Owner may, without interfering or obstructing any work at site, undertake periodical inspection of the Building Complex, assisted by an Engineer, if felt necessary. Suggestions/observations, if made on such inspection, shall be communicated to the Developer, who shall discuss the same with the Architect and implement, if feasible.
- 8.9 The Developer shall abide by all laws, by-laws, rules and regulations of the appropriate Government and local bodies relating to development of the Said Project Land and to be observed by it under this Agreement and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, by-laws, rules and regulations.
- 8.10 The Developer shall keep the Building Complex fully and comprehensively insured as per the requirement of laws applicable.
- 8.11 In case there are any obligation for post completion defect or deficiency in the construction and completion of the Building Complex under the Real Estate Laws, the same shall be complied with by the Developer at its own costs and expenses.
- 8.12 **UTILITIES:** The Developer shall at its own costs and expenses be entitled to utilize the existing available and/or modify or alter or apply for and obtain new connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities (whether temporary or permanent) from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the proposed Project.
- 8.13 **COMMON AREAS AND INSTALLATIONS:** The Developer shall identify the Common Areas and Installations in the Project Land meant jointly or individually for the Building Complex and/or the Project Land as a whole and also for all or some of the Transferees and/or Transferable Areas. The Developer shall be entitled to:-
- 8.13.1 Allow or permit only provisional and/or partial use of any of the Common Areas and Installations until completion of construction of the Project or until such earlier time as the Developer may deem fit and proper;
- 8.13.2 Provide for separate entrances and other Common Areas and Installations for different groups of Transferees

- 8.14 AREAS:** The carpet area shall be as per applicable Real Estate Laws and shall be provided by the Developer and the built-up and super built-up area (if any) in respect of all the Units and other Transferable Areas in the Project shall be such as be determined by the Developer.
- 8.15 MANAGEMENT, CONTROL & AUTHORITY:** With effect from the date of execution of this Agreement, the Developer shall have exclusive and unobstructed right to administer the Project till formation of the Association or such earlier time as the Developer may desire subject to the terms hereof. The Owner hereby agree and confirm that the Developer shall have all the authority to carry out the planning and development of the Project including the following:-
- 8.15.1** To set up site office, put up the hoardings/boards, bring out brochures and commence the preparatory works for Transfer of the proposed Project at the Developer's cost.
- 8.15.2** To display the board/hoardings of its group companies and the Owner at the Project Land and the Building Complex.
- 8.15.3** To apply for and obtain all permissions, approvals and clearances from any Appropriate Authority for all or any of the purposes connected with the planning or development or Transfer of the Building Complex from the Government or any other person.
- 8.15.4** To represent the Owner before all Appropriate Authorities and Government and also all electricity, water, drainage, sewerage, technology driven and other service providers.
- 8.15.5** To pay various fees, costs and charges to the concerned authorities as may be necessary for the purpose of carrying out the development work on the Project Land and to claim refund of such deposits so paid and to give valid and effectual receipts in connection with the refund of such deposits in its own name or in the name of the Owner or in the joint names, as may be required.
- 8.15.6** To obtain necessary partial and/or full Completion/Occupancy Certificate from the Kolkata Municipal Corporation.
- 8.16** The Owner shall have no obligation or liability in respect of the formation of Association.
- 8.17 NAME:** The name of the Project shall be such as the Developer and the Owner may mutually decide.
- 8.18 CO-OPERATION:** For all or any of the purposes contained hereinabove and required by the Developer, the Owner shall render all reasonable assistance and

co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time promptly and without any delay, failing which the time periods for construction by the Developer shall stand extended by the periods of delay on the part of the Owner subject to such co-operation or assistance being required by the Developer in writing.

8.19 TIME & COSTS FOR PLANNING AND CONSTRUCTION:

8.19.1 TIME: Subject to the Owner not being in default in compliance of its obligations hereunder and subject to Force Majeure, the Developer shall :

8.19.2 Cause sanction of building plans to be sanctioned within 9 (nine) months from the date of execution of this agreement;

8.19.3 Cause the Completion of Construction of the Project as sanctioned within 36 (thirty six) months from the date of sanction of Building Plans.

8.20 There shall be an extended period of 12(twelve) months beyond the time stipulations mentioned above. Provided that the total grace period for sanction under clause 8.19.2 above and for completion of construction under clause 8.19.3 shall not cumulatively exceed 12 months in aggregate.

8.21 In addition to the above it is expressly agreed and provided that in case of there being any dispute or litigation or claim pertaining to the Ownership or title of the Project Land or any non-compliance of the obligation of the Owner, then until resolution of such dispute or litigation or claim and/or compliance of the concerned obligation by the Owner, the time for compliance of its obligations by the Developer shall not be counted and ipso facto stand added to the time granted to the Developer subject to a notice of such dispute or litigation pertaining to the Ownership or title of the Project Land or any non-compliance of the obligation of the Owner, being served upon the Owner . This shall be without prejudice to the other rights and remedies of the Developer as provided hereunder.

8.22 COMPLETION OF CONSTRUCTION: The Developer shall be deemed to have constructed and completed any constructed area in the Building Complex if the Developer has obtained the Full Completion Certificate in respect thereof from the Appropriate Authority and provided reasonable ingress and egress and obtained temporary or permanent water, electricity and drainage connections at the Building Complex.

8.23 COSTS AND EXPENSES: All fees costs and charges payable for sanction, modification, alteration and/or revision of Building Plans and obtaining Approvals connected therewith and all costs of construction, completion and



development of the Building Complex at the Project Land shall be borne and paid exclusively by the Developer.

8.24 ADDITIONAL/FURTHER CONSTRUCTION: Upon sanction of the Building Plans, the Developer shall, if so and as is thereafter possible/permissible to be caused to be sanctioned and constructed, be entitled (and not obliged) to apply for sanction of additional/further constructions (including any incremental parking space) beyond those sanctioned under the Building Plans and beyond those on account of Green Building/ Metro Corridor. In case such additional area is sanctioned, the same shall form part of the Transferable Areas. The sanction fee and cost of sanction of the same shall be borne and paid by the Owner and the Developer in the Agreed Ratio and the costs of construction of this additional area shall be borne and paid by the Developer and the time taken due to Additional/further construction shall be added to the time stipulated for sanction and construction hereunder.

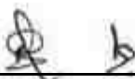
9. TRANSFER AND MANNER:

9.1 TRANSFER: The Transfer of all Transferable Areas in the Project (save as provided in Clause 11 hereto) shall be under the control and management of the Developer as per the terms hereof. The parties shall Transfer the Transferable Areas to the Transferees wherein the proportionate shares in the land attributable to the concerned Transferable Areas shall be Transferred or agreed to be Transferred by the Owner in the manner hereinafter provided and the constructed areas and all other rights, title or interest shall be Transferred or agreed to be so done by the Developer and the Owner collectively in the manner hereinafter provided.

9.2 MANNER OF TRANSFER: The parties agree to the following terms and conditions in respect of the Transfer:-

9.2.1 Rate and Price for Transfer: The minimum rates at which the Developer shall take booking for Transfer of any Unit, Parking Space and/or any Transferable Areas shall be such as finalized by the parties by mutual consent of the Developer and the Owner's Named Representative in writing before the commencement of bookings in the Project and any downward revision of the same by the Developer shall require the prior written consent of the Owner's Named Representative which consent shall not be unreasonably withheld. After the sanction of the Building Plans the parties shall record in writing the said rates of booking finalized between them.

9.2.2 Publicity: The Developer shall have exclusive rights in respect of the advertisement and signages to be placed at the Project Land and the



Building Complex. The Developer shall be entitled to advertise for Transfer of the Project in all media. The Developer shall negotiate and settle the costs and other terms with marketing and publicity agents and use its brands and logo in publicity materials and media. One brand and logo of the Owner that may be provided by the Owner shall be printed in the brochures and in all places including digital media where the logos of the Developer are placed in any signages of the Project which is displayed/appears.

9.2.3 Marketing Agents: The marketing of the Project shall be done by the Developer directly or through Marketing Agents, brokers, sub-brokers and other agents selected, appointed or discontinued by the Developer in consultation with the Owner.

9.2.4 Bookings and Allotments: The Developer shall accept bookings and make allotments, in respect of any Unit, Parking Space or other Transferable Areas in favour of any Transferees and to cancel revoke or withdraw the same if the situation so warrants according to the Developer at the agreed rates and prices.

9.2.5 Signature to Agreements and Deeds: The agreements and final Transfer deeds or deeds relating to Transfer of the Units, Parking Spaces and other Transferable Areas shall be executed by the authorized signatory of both the Owner and the Developer and the Developer may execute the same on behalf of the Owner pursuant to clause 15 hereto. The sale deeds shall be executed in favour of any Transferee only upon receiving the entire consideration payable by such Transferee and permission to occupy the said Unit shall only be given to the Transferees after Completion Certificate being issued by KMC in respect of such areas.

9.2.6 Approval of drafts: The draft format of such agreements and final Transfer deeds shall be sent by the Developer to the Owner's Named Representative for their approval and the Owner shall approve the same within 2 weeks of receiving the draft subject to no liabilities being foisted upon the Owner beyond those contemplated herein.

9.2.7 Possession to Transferees: The Developer shall deliver possession of the Transferable Areas (except unsold areas, if any, allocated to the Owner) directly to the Transferees thereof.

9.3 ADVOCATES: All documents of transfer or otherwise shall be such as be drafted by DSP Law Associates, Advocates of 4D Nicco House, 2, Hare Street, Kolkata-700001

- 9.4 MARKETING AND BROKERAGE COSTS:** The marketing and publicity with related advertisements shall be done by the Developer. The parties have mutually fixed the cost of Marketing and Brokerage at a maximum sum equivalent to 3.50% (Three Decimal Fifty Percent) of the Realization to be jointly borne and paid by the Owner and the Developer in the Agreed Ratio and the Owner's share of such costs shall be adjusted from the Owner's share of the Realization. It being agreed any costs and expenses on account of Marketing and Brokerage over and above 3.50% (Three Decimal Fifty Percent) of the Realization shall be borne by the Developer.
- 9.5 INTEREST ETC. TO TRANSFEREES ETC.:** In case any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Project, owing to delay or default on the part of the Owner, in compliance of its obligations towards them, in accordance with the agreements to be entered with the Transferees, the same shall be payable by the Owner exclusively. In case any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Project, owing to delay or default on the part of the Developer in compliance of its obligations towards them in accordance with the agreements to be entered with the Transferees, the same shall be payable by the Developer exclusively.
- 9.6 LOANS BY TRANSFEREES:** The Transferees shall be entitled to take housing loans for the purpose of acquiring specific Units and Transferable Areas from banks, institutions and entities granting such loans. The Owner and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents etc. as be required in this regard by such banks, institutions and entities Provided That there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Project/Project Land except the Unit and appurtenances under Transfer and save those occasioned due to cancellation of the agreement with the Transferee.
- 9.7 FINANCE AND MORTGAGE:**
- i. That the Developer shall invest and arrange required finances for construction and Completion of the said Building Complex from its own resources. The Developer shall be entitled to arrange construction finance upon, (a) sanction of Plans by Kolkata Municipal Corporation and registration of the Building Complex under the Real Estate Laws and payment of the entire deposit to the Owner, and (b) commencement of construction of the buildings. The said amount shall be raised and disbursed to the Developer strictly as per progress of construction and consequential mandate provided by the bank or the financial institution (viz., HDFC, LICHL or like). The Developer shall be entitled to offer security by creating charge upon 63% of the Realizations receivable by the Developer from the Project.

- ii. The Owner shall at the request of the Developer deposit its Title Deeds of the Project Land and/or execute deed of mortgage securing to the financing bank/financial institution in respect of the construction finance to be obtained by the Developer on the terms and conditions mentioned in clause (i) above PROVIDED THAT 37% of the Realisations receivable by the Owner shall not be charged or encumbered in any manner whatsoever and the Owner shall not be nor be made liable for repayment of the loans or any consequence of default in such repayment. Any such construction finance shall be conditioned as follows:-
- a. That the entire loan amount to be taken by the Developer shall be utilised only for the purpose of construction of the said Building Complex.
 - b. That the Developer alone shall be liable to repay entire loans together with interest thereon and other charges to the banks and/or financial institutions and/or private financier and the Owner shall not be liable in any manner for the same. The entire Developer's Share of the Realizations shall be used only for the purpose of immediate construction activities and repayment of the construction finance with applicable interest and for no other purpose whatsoever.
 - c. The security for any such construction finance shall be only [63%] of the Realizations receivable by the Developer and no more and shall not extend to any other borrowing or financial arrangement, if any of the Developer with any banks or financial institution not connected with the construction of the building at the Project Land and shall further not be provided as security to any guarantee or collateral obligation of the Developer in any manner.
 - d. The Developer shall keep the Owner as also the Project Land and/or the said Building Complex absolutely indemnified and harmless against repayment of such loans and advances including interest and all other connected obligations and liabilities and against any loss, damage, cost, claim, demand, action, prosecution or proceeding as may be suffered or incurred by the Owner or any Transferee in this regard. It is clarified that in case owing to any loans or finances obtained by the Developer as aforesaid, the Owner suffers any losses damages actions claims demand or proceedings due to any non-repayment or delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of such loan or liability whatsoever, the Developer shall indemnify and keep the Owner fully saved harmless and indemnified in respect thereof.
 - e. Within 6 (six) months from the stipulated date for construction of the New Buildings by the Developer hereunder, the Developer shall be obligated to

get the mortgage, if any created to be released and to get the original Title Deeds of the Project Land released from the concerned lender and return the same to the Joint Locker contemplated in clause 5.1 or be handed over to the Association of Allottees as per requirements of Real Estate Laws. It being agreed that if the Developer delays in getting the said documents released then in such event the Developer shall be liable to indemnify and keep the Owner fully saved harmless and indemnified in respect of any loss, damage, cost, claim, demand, action or proceeding that may arise.

10. REALIZATIONS, EXTRAS AND DEPOSITS AND DISTRIBUTION AND SECURITY DEPOSIT:

10.1 The Owner shall be entitled to its share of the Realizations as per the Agreed Ratio and the Developer shall be entitled to (a) its share of the Realizations as per the Agreed Ratio and (b) the entirety of all Extras and Deposits.

10.2 MODUS OF DISTRIBUTION: The Developer shall be entitled to receive the Realizations (including booking amounts, earnest money, part payments and consideration), Pass Through Charges, Extras & Deposits and other amounts on any account receivable from the Transferees and other persons in respect of the Project. All Extras & Deposits shall be taken separately by the Developer in the name of the Developer alone. All Realizations and Pass Through Charges shall be deposited in a Specified Bank Account of the Developer operable by the authorized signatory of the Developer and the Owner's Named Representative. Amount permitted to be withdrawn from the said Specified Bank Account, as per Real Estate Laws, shall be transferred to another bank account of the Developer (**Special Bank Account**), under the joint signature of the Parties hereto, and the Balance Amount shall be transferred to an Escrow Account as per Real Estate Laws, under the Joint Signature of the Parties hereto. There shall be standing irrevocable instructions to the bank holding the Special Bank Account about transfer of the funds therein to the respective bank accounts of the Owner and the Developer, on a periodical basis as the Parties may mutually agree. Neither the joint signatory shall be changed nor shall instructions, given jointly, be changed without the prior written consent of the Owner. The transfer of the funds therein to the respective bank accounts of the Owner and the Developer, shall be in the following order:-

10.2.1 The entire Pass Through Charges shall be transferred to a specified bank account of the Developer for the Developer to comply with the formalities.

10.2.2 3.50% (three decimal fifty percent) of the total Realizations to be remitted to bank account of the Developer. This amount shall be towards the marketing and brokerage costs in terms of clause 9.4 hereto subject of

subsequent accounting and settlement by and between the parties periodically.

10.2.3 1.50% (one decimal fifty percent) of the total Realizations to be remitted to a separate bank account of the Developer for, pro tanto, meeting the refunds and liabilities of the parties towards the Transferees. The balance lying in this account on the date of Completion of Construction shall be transferred to the respective bank accounts of the parties in the Agreed Ratio. In case the amount lying in this account is not sufficient to meet the refunds or liabilities of the parties towards the Transferees on any given date, the parties shall contribute the deficit within 7 days of being informed by the Developer to the Owner thereabout.

10.2.4 9% (Nine percent) of total Realizations of the Owner's share in the Realization to be remitted to bank account of Developer towards pro-tanto refund of the Security Deposit refundable by the Owner in terms of clause 10.16.1 which shall stop on the remittance of a total sum of Rs.1,00,00,000/- to the account of the Developer. Thereafter the 9% of the Realizations contemplated under this sub-clause shall be remitted to account of the Owner.

10.2.5 26.15% (twenty six decimal fifteen percent) of the total Realizations to the bank account of the Owner.

10.2.6 59.85% (fifty nine decimal eighty five percent) of the total Realizations to be remitted to bank account of the Developer.

10.3 The aforesaid remittances shall be subject to the provisions of the Real Estate Laws and apply only to those bank account/s from which amounts are permitted to be used by the Promoter for construction and other activities.

10.4 The Developer shall every month submit the statements of the Special Bank account along with any other accounts as mutually agreed to the Owner to make the accounting transparent and the Owner shall be entitled to check, cross check and/or verify such statements.

10.5 EXTRAS AND DEPOSITS: All Extras and Deposits as per the **FOURTH 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 accounts. The quantum of Extras and Deposits to be charged by the Developer shall be fixed mutually by the Developer and the Owner's Named Representative. The residue remaining with the Developer on account of Deposits shall, upon formation of the Association in respect of the Project, be handed over

to such Association by the Developer after adjusting the dues and arrears receivable by the Developer.

- 10.6 ACKNOWLEDGMENTS:** The Developer shall be and is hereby authorized to issue receipts on behalf of itself and the Owner for the amounts so received which shall fully bind both the Owner and the Developer.
- 10.7 ACCOUNTS:** The Developer shall maintain proper separate accounts pertaining to all the transactions relating to Transfer of the Project and the Extras, Deposits and other amounts received by the Developer in connection therewith.
- 10.8 MONTHLY REPORTS:** The Developer shall send to the Owner monthly reports pertaining to Transfer of Transferable Areas by the Developer and in respect of receipts & disbursements relating to the same. The Owner shall be entitled to check and verify the same.
- 10.9 ERRORS AND OMISSIONS:** All payments made by the parties to each other shall be subject to any errors or omissions and the consequent accounting and settlement when detected.
- 10.10 RECORDS AND INSPECTION:** The records of Transfer of the Project shall be kept at the place of business of the Developer. For the purpose of accounting and settlement, the parties shall make all necessary entries and adjustments in their respective books of accounts in respect of their respective shares arising from the Transfer of the Project.
- 10.11 FINAL ACCOUNTS:** After fulfillment of this Agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this Agreement shall be made and finalized by the parties.
- 10.12 ACCEPTANCE OF ACCOUNTS:** The accounts as on any given date shall be deemed to be final and accepted (save for any errors or omissions on the face of the record) if no objection from any party is received in respect thereon within **15 (fifteen) days** of receipt thereof by the Owner.
- 10.13 ADDITIONAL BANK ACCOUNTS:** In case the Developer so requires, one or more additional bank accounts may be opened in the same or any other bank for which the signatory on behalf of the Owner who shall be a joint signatory shall sign and submit necessary documents and provide all necessary co-operation.
- 10.14 FINALITY OF MODUS OF DISTRIBUTION:** The modus of distribution mentioned above shall not be challenged or disputed by the Owner or the Developer without the prior mutual written consent of the Developer and the Owner's Named Representative and in case the same is required to be changed,

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the principles contained in **Clause 10.2** shall be implemented in any alternative modus mutually agreed to by and between the parties hereto.

10.15 OWNER'S LIABILITIES TOWARDS EXTRAS AND DEPOSITS: The Owner shall not be liable to make any contribution on account of Extras and Deposits in respect of the Transferable Areas that are agreed to be sold/transferred in as much as the same would be collected from the Transferees thereof. The Owner shall however pay the Extras and Deposits in respect of unsold and/or separate areas identified and allocated to the Owner and payment for the same shall be made at the same rates as the Transferees have paid the same. On the date of Completion of Construction if there be unsold residual Units which remain unallocated, then the share of the Owner in the Extras and Deposits pertaining thereto shall be decided as per the Agreed Ratio. The maintenance charges if applicable for the unsold residual areas shall if required to be paid by the Owner and the Developer shall be done by them by mutual consent in writing and the Owner shall not be liable to pay the same for its share/portion unless the Developer is also liable to pay the same for its share/portion.

10.16 SECURITY DEPOSIT: The Developer shall pay to the Owner a sum of Rs. 1,75,00,000/- (Rupees one crore seventy five lacs only) as and by way of refundable security deposit as follows:

- (i) Rs.1,41,00,000/- (Rupees one crore forty one lacs) only at or before the execution hereof (the receipt whereof the Owner doth hereby as also by the receipt and memo hereunder written admit and acknowledge).
- (ii) Rs. 34,00,000/- (Rupees thirty four lacs) only upon receipt of the sanctioned plans in respect of the Project Land from the Kolkata Municipal Corporation and registration of the Project under the Real Estate Laws.

10.16.1 The Security Deposit shall ordinarily be interest free.

10.17 REFUND OF SECURITY DEPOSIT: The Owner shall refund the Security Deposit to the Developer as follows:

10.17.1 The Owner shall simultaneously with receiving any part of the Owner's Share in the Realization pay to the Developer 9.00% (Nine percent) of the Total Realizations towards pro-tanto refund of the Security Deposit and this procedure shall continue until refund of a maximum sum of Rs.1,00,00,000/- (Rupees one crore) only to the Developer or until the applicability of clause 10.17.2 below. The Owner agrees that such refund may be routed through the Mechanism as contemplated in clause 10.2.4 hereto.

- 10.17.2** The Owner shall refund the balance sum of Rs.75,00,000/- (Rupees seventy five lacs) only plus any amount not refunded against Rs.1,00,00,000/- (Rupees one crore) only (if any) refundable under clause 10.17.1 above simultaneously with the issuance of Full Completion Certificate in respect of the New Building .
- 10.18** In case the Owner fails to refund the Security Deposit or any part thereof in the manner stated in clause 10.17 and sub-clauses hereto then the un-refunded amount shall bear interest @12% per annum for the period of delay without prejudice to the other rights and remedies of the Developer hereunder.
- 10.19** As security for the refund by the Owner to the Developer of the Security Deposit or any part thereof, the Developer shall have a lien on the Owner's Share of Realization that may be received or be receivable after the issuance of the Full Completion Certificate after the refund becomes due to the Developer under clause 10.17 above, and also on portions and shares of the Owner in the unsold areas, if any, remaining unsold.

11. UNSOLD AREAS, IF ANY, ON COMPLETION :

- 11.1** In case upon expiry of **6 (six) months** from the date of Completion of Construction of the Building Complex, there be or remains unsold Transferable Areas (for which no agreement is entered with any Transferee), the parties may, upon notice in writing given by either party to the other requiring separate allocation and within **15 (fifteen) days** of delivery of such notice, by mutual consent of the Developer and the Owner's Named Representative divide and allocate separate areas out of such unsold areas (hereinafter referred to as "the Residual Areas") and the following terms and conditions shall apply in connection therewith:-

11.1.1 The Owner and the Developer would be allocated and be entitled to identified units or portions of the Residual Areas as per the Agreed Ratio.

11.1.2 The location of the respective identified areas of the parties comprised in the Residual Areas shall be identified on *paripassu* basis and the areas so identified for the Owner shall belong to the Owner together with the appurtenant Shares in Land and Common Areas and Installations and the areas so identified for the Developer shall belong to the Developer together with the appurtenant Shares in Land and Common Areas and Installations.

11.1.3 All other areas agreed to be transferred or transferred prior to separate identification shall continue to be transferred jointly by the Owner and the Developer on the relevant terms and conditions mentioned in this Agreement.

11.1.4 In case, while demarcating and identifying the respective allocations of the parties as aforesaid, it is found that the areas in any of the Transferable Areas cannot be allocated exactly, then the party receiving less area shall be paid by the party receiving more area a mutually agreed monetary compensation therefor based on valuation thereof at the relevant time.

11.1.5 The Developer shall subject to clause 10.19 above, deliver the identified separate Owner's Allocation to the Owner and retain the Developer's Allocation for its own use or the use of its Transferees thereof. Unless the Owner takes possession within **15 (fifteen) days** upon receiving the Notice from the Developer to take possession as aforesaid, they shall be deemed to have taken possession of such notified areas on expiry of such notice period of **15 (fifteen) days**.

11.1.6 The brokerage in respect of Transfer of the respective allocations of the parties as aforesaid shall be payable by the respective allottee parties.

11.2 Transfer of the Residual Areas: The Owner and the Developer shall be entitled to deal with and dispose of their respective separately Identified allocation forming part of the Residual Areas to such persons and at such price/consideration as they may respectively deem fit and proper **Provided However That:-**

11.2.1 After the identification of the allocation of the Owner in the Residual Areas, the Owner shall be entitled to execute Agreements for Sale and other deeds and documents in favour of the Transferees of the Residual Areas comprised in the Owner's Allocation and if necessary, register the same. If requested by the Owner, the Developer shall join as a party in such documents without claiming any additional consideration or money. The dealings of the Owner with regard to the Owner's Allocation shall not in any manner fasten or create any additional financial or monetary liabilities upon the Developer.

11.2.2 The Owner do hereby accord his consent and authorization to the Developer to enter into the agreements and contracts with the prospective Transferees in respect of the Residual Areas comprised in the Developer's Allocations or any part thereof without making the Owner a party thereto. However, if so required by the Developer, the Owner shall, notwithstanding the consent and authorization above, and without claiming any consideration or money, join in as confirming party to all such agreements and contracts.

11.2.3 Neither party shall make any commitment or enter upon any term which is or may be repugnant to or contrary to those contained or otherwise affects or prejudices the scope of the respective rights and obligations of the parties hereto herein;

- 11.2.4 Neither party shall execute and register the sale deeds for completion of sale or transfer in respect of any part of the Building Complex till the Developer decides the same but not contrary to the other terms hereof;
- 11.2.5 Any transfer by any party shall be at its own respective risks and consequences;
- 11.2.6 The rate for transfer shall be decided by the parties by mutual consent at the time of allocation and both parties shall adhere to the same subject to 3% leverage.
- 11.2.7 The sale of the Units may be done on carpet or built-up or super built-up or other basis as the Owner and Developer may mutually from time to time decide for the entire or any part of the Building Complex.
- 11.2.8 Subject to the other provisions hereof ,all amounts and consideration receivable by the Developer under any agreements, contracts and deeds in respect of the Residual Areas comprised in the Developer's Allocation shall be to the account of and shall be received realised and appropriated by the Developer exclusively and the Owner shall have no concern therewith.
- 11.2.9 Subject to the other provisions hereof, all amounts and consideration receivable by the Owner under any agreements, contracts and deeds in respect of his portions of the Owner's Allocation shall be received realised and appropriated by him exclusively and the Developer shall have no concern therewith.
- 11.2.10 The Owner shall cause to be paid by the intending Transferees of the Owner's Allocation, the Extras and Deposits in favour of Developer.
- 11.2.11 The parties may appoint one or more common marketing agents to be decided by the parties mutually.
- 11.3 The Residual Areas (if any) that may be allocated to the parties respectively shall be held by the respective allottees thereof and any Transfer in respect thereof shall be governed by the provisions contained in Clause 11 hereto. It is however clarified that the consideration for the transfer of shares in land attributable to the Residual Areas of the Developer shall be the construction cost of the Residual Areas of the Owner.
- 11.4 Save as aforesaid all other terms and conditions of this Agreement shall apply *mutatis mutandis*.
12. **COMMON PURPOSES AND MAINTENANCE IN-CHARGE:**



- 12.1 COMMON PURPOSES:** Each of the Owner and the Developer and all Transferees of their respective allocations shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer and adopted for or relating to the Common Purposes of managing, maintaining, administering, up-keep and security of the Project and in particular the Common Areas and Installations in consultation with the Owner. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer of their respective allocations or any part thereof, the Owner and the Developer shall respectively necessarily incorporate all rules, regulations restrictions and conditions framed by the Developer in consultation with the Owner as aforesaid.
- 12.2 MAINTENANCE IN-CHARGE:** The Developer shall upon Completion of Construction of the Project form one or more Maintenance Company and/or Association for the Common Purposes and till then, the Developer or its nominee shall be in charge for the Common Purposes. It is expressly agreed and understood that so long as the Developer or its nominee be the Maintenance In-charge, the Owner and/or their nominees or transferees shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred. Further the Developer shall not be bound to continue with such responsibility of administration of the Common Purposes beyond **6 (six) months** from the Completion of Construction of the Building Complex but it being made clear that in no event the Owner shall be made liable for maintenance and for violation any applicable law with regard to maintenance and/or handing over of the Project.
- 12.3** Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Developer shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions as the Developer may deem fit and proper in consultation with the Owner. All charges of such agencies and organizations shall be part of the Common Expenses.
- 12.4** Notwithstanding any formation of Association or handover of charge to it, neither the Association nor the members thereof or any Transferee shall be entitled to frame any rule or regulation or decide any condition which may affect any right or privilege of the parties hereto.
- 13. COVENANTS BY THE OWNER :**
- 13.1** The Owner doth hereby covenant with the Developer as follows:-
- 13.1.1** That with effect from the date of execution hereof, the Owner shall neither deal with, transfer, let out or create any Encumbrance in respect of the

Project Land or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.

13.1.2 That the Owner shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer. Only Mr. Anshul Himatsingka (or his family members) shall always be Director/s and jointly have majority control of the board of directors of the Owner Company.

13.1.3 That the Owner shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.

13.1.4 That the Owner shall not cause any interference or hindrance in the sanction/modification/addition/alteration of Building Plans in terms hereof, construction and development at the Project Land by the Developer and/or Transfer of the Developer's Allocation and not to do any act deed or thing whereby any right of the Developer hereunder may be affected.

13.1.5 That the Owner has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Project Land or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the development transfer and other activities envisaged under this Agreement.

13.1.6 That for all or any of the purposes contained in this Agreement, the Owner shall render all reasonable assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time.

13.1.7 The acts of the Owner's Named Representative in all matters referred to herein shall bind the Owner. Mr. Anshul Himatsingka, representative of the Owner may be changed by an instruction in writing given to the Developer.

13.2 COVENANTS BY THE DEVELOPER: The Developer doth hereby covenant with the Owner as follows:-



- 13.2.1** That the Developer doth hereby agree and covenant with the Owner not to do any act deed or thing whereby any right or obligation of the Owner hereunder may be affected or the Owner is prevented from making or proceeding with the compliance of the obligations of the Owner hereunder.
- 13.2.2** That the Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.
- 13.2.3** That the Developer is an LLP within the absolute ownership, control and management of Mr. Nikhil Karnani, Mr. Anirudh Modi and Mr. Pranay Agarwal and their family/entity. Mr. Nikhil Karnani as Designated Partner shall on behalf of the Developer, represent the Developer to the Owner till completion of the Building Complex and the Developer shall not permit change of such representation or any transfer of the existing ownership of Mr. Nikhil Karnani and his family/entity to any person or entity other than those within or held by the family of Mr. Nikhil Karnani and the one-third stake of the group company of Mr. Nikhil Karnani and family in the Developer LLP shall not be diluted or reduced under any circumstances till the completion of the Building Complex without prior approval in writing of the Owner. The approval as mentioned in this Clause if so required by the Developer may be refused at the sole discretion of the Owner.
- 13.2.4** That the Developer shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Owner's Named Representative. However the obligations of the Developer hereunder shall not be affected thereby.

13.3 GST AND TDS ETC.:

- 13.3.1** The parties shall respectively discharge statutory compliances in respect of TDS (Tax Deducted at Source) or Income Tax related compliances as well as GST (Goods and Service Tax) in respect of their respective rights, benefits and obligations under or arising out of this Agreement. As for the Transferable Areas other than the Residual Areas, the Developer shall be solely responsible for the compliances of collection and deposit of GST. If there be any statutory requirement which obliges the Owner to register or pay, then the Owner shall comply with same.



13.3.2 Save as paid or payable by the Transferees, the Owner will bear the Pass Through Charges or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force pertaining to the share (as per Agreed Ratio) of the Owner in unsold Units and other constructed areas on the date of issuance of Completion Certificate. Similarly, save as paid by the Transferees, the Developer will bear the Pass Through Charges or any other tax and imposition levied by the State Government, Central Government or any other authority or body or if so applicable under any law for the time being in force pertaining to the share of the Developer (as per Agreed Ratio) in unsold Units and other constructed areas on the date of issuance of Completion Certificate.

- 14. FORCE MAJEURE:** Notwithstanding anything elsewhere to the contrary contained in this Agreement, neither of the parties hereto shall be considered to be in default in performance of their respective obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the Force Majeure and time for performance shall remain suspended during the duration of the Force Majeure. **"Force Majeure"** shall mean (a) Acts of God i.e. fire, draught, flood, earthquake, storm, lightning, pandemic, epidemics and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs, civil disturbances, curfew.; (d) Civil commotion, insurgency, war or enemy action or terrorist action; (e) Change in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by court of law, Arbitrator, Government; (f) Non-functioning of any existing or new Appropriate Authorities due to any reason whatsoever

If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure then such Party shall inform the other Party in writing there about (unless such notice is impossible to be given according to the nature of Force Majeure event) within 15 (Fifteen) days of the commencement of the event of Force Majeure specifying the nature and extent of the circumstances giving rise to the event/s of force majeure. Similar notice in writing shall also be given upon cessation of the Force Majeure event.

The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of force majeure shall use all reasonable endeavors, if possible, to bring the event of force majeure to a close.

- 15. POWERS OF ATTORNEY:**

- 15.1 The Owner shall with the execution of this Agreement execute and/or register one or more Powers of Attorney in favour of the Developer and/or the Developer's nominated persons being namely Mr. Nikhil Kanani and/or Mr. Anirudh Modi or such other person as may be nominated from time to time granting all necessary powers and authorities required by the Developer to effectuate and implement this Agreement.
- 15.2 If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned herein, the Owner shall grant the same to the Developer and/or its nominees at the latter's costs and expenses.
- 15.3 **AUTHORITY AND ADDITIONAL POWERS:** It is understood that to facilitate the Project, various acts deeds matters and things not herein specified may be required to be done by the Developer for which the Developer may need the authority of the Owner for making or signing of various applications and other documents relating to which specific provisions may not have been mentioned herein. The Owner hereby undertakes to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owner shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owner also undertakes to sign and execute all such additional applications and other documents as may be reasonably required as the case may be on the written request made by the Developer.
- 15.4 The said power or powers of attorney to be so granted by the Owner to the Developer and/or its nominee/s shall form an integral part of this Agreement and the Owner shall not be entitled to modify or alter the same without the prior written consent of the Developer.
16. **OTHER TERMS AND CONDITIONS:**
- 16.1 **PROPERTY TAXES AND OUTGOINGS:** Till the date of execution of this Agreement, all taxes and outgoings on account of municipal/property tax, land tax and other outgoings on the Project Land shall be borne and paid by the Owner and those arising for the period thereafter shall be borne and paid by the Owner and the Developer in the Agreed Ratio Provided That such liability of the parties shall from time to time progressively cease in respect of the portions for which Transferees become liable upon Completion of Construction.
- 16.2 **INDEMNITY BY OWNER :**At all times hereafter the Owner hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any representation of the Owner being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation

of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Owner.

- 16.3 INDEMNITY BY DEVELOPER:** At all times hereafter the Developer hereto shall indemnify and agree to keep the Owner, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owner and arising due to any representation of the Developer being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Developer.
- 16.4 NO PARTNERSHIP OR AOP:** The Owner and the Developer have entered into this Agreement purely as Principals and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an Association of Persons (AOP).
- 16.5 NOT A PRESENT TRANSFER:** Nothing in this Agreement is intended to or shall be construed as a transfer of possession of the Project Land at present in favour of the Developer.
- 16.6 WAIVERS:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. A waiver on any occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.
- 16.7 ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written oral or implied.
- 16.8 PART UNENFORCEABILITY:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.

16.9 MODIFICATIONS: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the Owner and the Developer.

16.10 EXECUTION IN DUPLICATE: This Agreement is being executed in Duplicate, one counterpart each whereof shall be retained by the Owner and the Developer (the original registered version to be retained by the Developer) and each copy whereof shall be deemed to be the original.

17. DEFAULTS AND CONSEQUENCES:

17.1 DEFAULTS OF OWNER :In case the Owner fails and/or neglects to maintain the marketable title to the Project Land or any part thereof or in case the Owner fails to comply with any of its obligations mentioned in this Agreement in the manner or within the period stipulated therefor, the Developer shall give a notice, in writing, to the Owner giving time of **60 days** to remedy the default or breach and in case the Owner fails to remedy the same within such **60 days**, the Owner shall be liable to pay interest @ **12 %** per annum on the Security Deposit and all other amounts for the time being paid or incurred by the Developer on the Project for the period of delay and without affecting the obligation to pay interest as above, the Developer shall be entitled to take any one or more of the following recourses in any priority or order as the Developer shall deem fit and proper:-

17.1.1 To itself try and attempt the compliance of the obligation under default, at the cost and expense of the Owner and by paying such amounts and in such manner and on such terms and conditions as the Developer may deem fit and proper and without being liable to the Owner for the result of such attempt. The period taken for such attempt or the compliance pursuant to such attempt shall automatically be added to the time for Construction granted to the Developer under clause 8.22 hereto

17.1.2 To exclude the portion or portions as may be the subject matter of such default from being part of the Project Land and to continue the Project in the balance portion. In case of any such exclusion, the Project Land shall be varied accordingly.

17.1.3 To sue the Owner for specific performance of the contract.

17.1.4 To cancel the contract envisaged herein in respect of whole or part of the Project Land and in such event the consequences of Cancellation as envisaged in **Clause 17.3** shall be followed.

17.2 EFFECTS OF THE DEVELOPER CARRYING OUT THE OBLIGATIONS OF THE OWNER: In case the Developer attempting the compliance of the obligation of the Owner under default, the amounts, costs and expenses paid or

incurred by the Developer together with interest @ 12% per annum thereof shall be the liability of the Owner. The amount and interest shall be adjustable firstly out of the share of Realizations receivable by the Owner and the parties shall instruct the Bankers for necessary adjustment of the same and any residue shall be adjustable against the Residual Areas of the Owner.

17.3 **CONSEQUENCES OF CANCELLATION:** In case the Developer cancels this Agreement, then notwithstanding anything elsewhere to the contrary contained in this Agreement the following consequences shall apply:

17.3.1 Any cancellation affecting part of the Project Land shall not affect the continuance of this Agreement in respect of the remaining parts of the Project Land.

17.3.2 Any Realization received by either party from the Transferees and required to be refunded owing to cancellation, shall be refunded by the recipient parties respectively and the Owner shall be liable for any other claims of the Transferees.

17.3.3 The entire Security Deposit and all other amounts on any account paid or incurred by the Developer on the Project Land or in respect of the Project including on its planning or development or otherwise together with all interest @ 12% (twelve percent) per annum thereon, shall immediately and in any event within 14 days of being demanded by the Developer, become payable by the Owner to the Developer.

17.3.4 Nothing contained in the last preceding sub-clauses shall affect the other rights and remedies of the Developer in connection with the execution and implementation of the consequences of cancellation mentioned above.

17.4 **DEFAULTS BY THE DEVELOPER:** In case the Owner complies with and/or is ready and willing to carry out their obligations as stated herein and the Developer fails and/or neglects to construct the Project within the stipulated period including grace period then the Developer shall pay to the Owner a sum of **Rs. 5,00,000/- per month** as pre-determined compensation Provided That if the Developer has by then made progress in the construction work then the compensation amount shall be reduced pro-rata for the progress made until then and to be decided by arbitration. Without prejudice to its right to receive such pre-determined compensation, the Owner shall be entitled to take over the unfinished works in the Project and to complete the same at the costs and expenses of the Developer together with pre-determined damages liquidated at 25% (twenty five percent) of such costs and expenses incurred for completing the unfinished works in which event the liability to pay monthly pre-determined compensation as above shall cease. The benefits of all sanctions, licenses, permissions, clearances and

certificates in respect of the works taken over by the Owner shall stand assigned in favour of the Owner without any cost. In case of such takeover by the Owner, all Realizations of the Developer in respect of the Project so taken over accruing from the date of take over shall be exclusively received by the Owner and after adjusting (i) the said costs and expenses incurred by the Owner for completing the unfinished works out of the Developer's entitlement in such Realizations and (ii) the pre-determined liquidated damages, the balance amount of the Developer's entitlement (if any) shall be paid the Developer. Upon completion of the works and accounting of the same, if it is found that the costs of construction with the said liquidated damages exceed the Developer's share of the Realization, the Developer shall pay the deficit to the Owner, including adjustment out of the un-refunded Security Deposit; and if the same are less than the Developer's share of the Realization, the surplus Realization shall be forthwith paid by the Owner to the Developer. In case the Owner has to borrow funds for completing such unfinished work, then the interest payable to the lender shall also be treated as costs of construction but the Owner shall not be entitled to damage of 25% on such interest amount, it being clarified that the Realizations shall be firstly applied for repayment of the borrowings to keep the interest component in check. Any Realization received by either party from the Transferees and required to be refunded owing to cancellation of any agreement by any Transferee, shall be refunded by the recipient parties respectively and the Developer shall be liable for its defaults pertaining to any other claims of the Transferees and or any claims as per the Real Estate Laws. Nothing contained in this clause hereinabove shall affect the other rights and remedies of the Owner in connection with the execution and implementation of the consequences of default by the Developer as mentioned hereinabove in this clause.

- 17.5 **UNILATERAL CANCELLATION:** Neither party hereto can unilaterally cancel or rescind this Agreement at any time unless such party is entitled to do so by express terms of this Agreement contained elsewhere herein upon default of the other party.
- 17.6 **CHOICE OF REMEDIES:** It is clarified that the exercise of any one or more remedy by any party shall not be or constitute a bar for the exercise of any other remedy by the concerned party at any time. Furthermore, the liability of the Owner or the Developer to pay interest at the rate and in terms of the other clauses of this Agreement shall continue for the entire duration until payment/repayment of the respective entire dues irrespective of the exercise of the other remedies by the other party and without affecting the other liabilities of the defaulting party hereunder.
- 18 **NOTICES:** All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of dispatch of such notice by prepaid registered post with acknowledgement due at the address

of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.

19 ARBITRATION: In case of any dispute, differences or questions arising out or in the terms of this agreement and/or with regard to the interpretation, meaning or scope of this Agreement or any rights and liabilities of the parties under this Agreement or out of this Agreement or in any manner whatsoever concerning this Agreement, the parties shall endeavor to settle the dispute amicably. In case no amicable settlement is arrived, the same shall be referred to the arbitration to be adjudicated by an arbitral tribunal consisting of three Arbitrators with each party appointing one Arbitrator and the two Arbitrators so appointed, shall appoint the third Arbitrator. The arbitration shall be held according to the rules of the Arbitration and Conciliation Act, 1996, and/or statutory modification or enactment thereto. The Award made and published by the Arbitrators shall be final and binding on the parties. The seat of Arbitration shall be held in Kolkata and the language shall be English. In connection with the said arbitration, the parties have agreed and declared as follows:

19.3.1 The Arbitration Tribunal shall have summary powers and will be entitled to lay down their own procedure.

19.3.2 The Arbitration Tribunal will be at liberty to give interim orders and/or directions.

19.3.3 The parties agree to abide by all their directions and/or awards

20 JURISDICTION: Only the Calcutta High Court and those having territorial jurisdiction over the Project Land shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.

SECTION-IV # SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

(PROJECT LAND)

ALL THAT messuages tenements hereditaments structures out-houses sheds and premises together with the piece and parcel of land thereunto belonging whereon or on part whereof the same are erected and built containing an area of 40.535 Cottahs more or less (on survey and actual measurement found to contain an area of 2 Bigha 1 Cottah 1 Chittack and 13 square feet more or less) situate lying at and being Premises No. 17 Pagladanga Road, Police Station Pragati Maidan (formerly Tiljala), Kolkata- 700105

within Ward No. 57 of Kolkata Municipal Corporation, in the District of South 24 Parganas and delineated in the plan annexed hereto duly bordered thereon in "RED" and butted and bounded as follows:-

ON THE NORTH : By 8 Pagladanga Road;

ON THE SOUTH : By Pagladanga Road;

ON THE EAST : By 8 Pagladanga Road; and

ON THE WEST : By common passage.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished. Be it mentioned that the total area of the rooms and structures, sheds on the Project Land is 15779 Square feet more or less.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(COMMON AREAS AND INSTALLATIONS)

- i. The staircases, lifts, staircase lobbies, lift lobbies, ground floor lobbies, fire escapes and common entrances and exits of the building/s with common lighting.
- ii. The roof/terraces, parks, play areas, etc
- iii. Installations of central services such as electricity, water and sanitation, air-conditioning system, water conservation, intercom facility, cable connection and renewable energy;
- iv. The pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- v. All common facilities as provided in the said project at the said premises.
- vi. All facilities and amenities as may be provided in the Club/Recreation Centre including the gymnasium, banquet hall, library, indoor games, etc.
- vii. Swimming Pool
- viii. Overhead and underground water reservoirs
- ix. Lift machine rooms

- x. Landscaped areas
- xi. Transformers, Generators and CESC Utility Areas
- xii. Fire-fighting system
- xiii. Facility Managers' Office, Association Room, Store Rooms, Security Guards Change Room, common toilets – all on the Ground Floor
- xiv. Driveways and pathways (not being areas earmarked by the Developer as car parking spaces).

THE THIRD SCHEDULE ABOVE REFERRED TO:

SPECIFICATIONS

Specification of construction & Fittings and Fixtures to be provided in the proposed Unit/ Flat

1. Super Structure:
RCC Frames/ formwork Structure with pile foundation
2. Wall Finish:
 - i. Plaster of Paris (POP) / Putty/ Gypsum Plaster finish
 - ii. Exterior-Weather Proof Paint
3. Flooring:
Vitrified tiles in the bed rooms, living/ dining room
4. Kitchen:
 - i. Granite Platform
 - ii. Stainless Steel Sink
 - iii. Dado of Ceramic tiles upto 3ft above the kitchen counter
 - iv. Exhaust Point
 - v. Flooring- Anti Skid Ceramic Tiles
5. Toilet:
 - i. Flooring- Anti Skid Ceramic Tiles
 - ii. Toilet Walls- Standard Ceramic tiles on the walls up to ceiling/ false ceiling (if applicable)
 - iii. Sanitary ware of Parryware/Hindware/Grohe/Duravit or equivalent make
 - iv. CP fittings of Jaquar/EssEss/Hindware/Grohe or equivalent make

- v. Electrical point for Geyser & Exhaust Fan
 - vi. Plumbing provision for Hot/Cold Water line
6. Doors & Windows:
- i. Door Frame-Seasoned and treated wood
 - ii. Main Door- Finished flush doors
 - iii. Main Door Fittings: Godrej or similar make night latch & Eyepiece
 - iv. Internal Doors: Flush doors
 - v. Windows: Anodized aluminum windows
7. Electricals:
- i. Concealed Copper wiring of reputed brands
 - ii. Telephone wiring in Living or Dining Area
 - iii. Electricals Points in all bedrooms, living/Dining, Kitchen ,Toilets
 - iv. AC points in living/ dining and all the Bedrooms
 - v. Modular switches of reputed brands
 - vi. Lifts of reputed brands like Otis/Kone/Schindler/Thyssenkrupp or similar
8. Generator:
- i. Provision for standby supply in every Unit (at extra cost)
 - ii. Power Back-up for common area facilities and flats
9. Common Lighting
- i. Overhead Illumination for compound and pathway lighting
 - ii. Necessary Illumination in all lobbies, staircases & common areas
10. Common Areas
- i. Well-developed common lobbies
 - ii. Equipments and connectivity for Intercom facility in each apartment
11. Security Features
- i. Infrastructure for 24x7 Security Surveillance.
12. Cable Connection:
- i. Provision for wiring for DTH cable provider to be fixed by Developer
 - ii. Connection to be taken individually by flat Owner(at own cost)

THE FOURTH SCHEDULE ABOVE REFERRED TO:

EXTRAS AND DEPOSITS

(Extras)

1. The Developer shall charge the Transferees the following amounts as Extras:
- (a) Proportionate share of the costs charges and expenses for procuring transformer, electricity connection for the Project.
 - (b) Costs, charges, expenses for common generator and its accessories and providing for supply of power therefrom to the Units during power failure
 - (c) Costs, charges, expenses for the Club facility
 - (d) Costs, charges, expenses for providing Air-Conditioning facility in the Units (if applicable)
 - (e) Costs, charges, expenses for providing Gas Bank facility in the Units (if applicable)
 - (f) Costs and charges for Mutation and Apportionment of the Units in the records of the Kolkata Municipal Corporation
 - (g) Cost, charges and expenses for formation of Association
 - (h) Towards the fees and/or legal charges of the Advocates for preparation of Agreements and the Sale Deeds

- 1.1 The Developer shall also charge the Transferees the following amounts

- (a) Proportionate share of any costs charges and expenses for setting up or providing any additional or extra common area or installation in variation and/or addition to those hereinabove written.
- (b) All stamp duty, registration fees and allied expenses on execution and registration of the proposed Agreement and of the sale deed or deeds and other documents to be executed and/or registered in pursuance thereof.
- (c) Security Deposit and the expenses as may be required by CESC Limited or other electricity provider for individual meter in respect of the Units directly with CESC Limited or other provider and proportionate share of the security deposit in respect of the common meters in respect of the Common Areas and Installations.
- (d) Goods and Service Tax (GST), or any other statutory charges/levies by any name called, if applicable and payable on construction of the Units or on the transfer thereof and/or on any amount or outgoing (including Maintenance Charges) payable by the Transferees in respect of the Units.
- (e) All taxes, levies, betterment fees, development charges etc., under any statute rules and regulations on the said Premises and/or the Units and/or

the Building or on the construction or transfer of the Units envisaged hereunder payable by the Transferees wholly if the same relates to the Units and otherwise proportionately.

(Deposits)

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

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(CHAIN OF TITLE)

- (i) One Kachi Lal Gorey, Paritosh Gorey and Madan Lal Gorey and Santosh Gorey (since deceased) were the full and absolute owners of the Project Land.
- (ii) The said Santosh Gorey, a Hindu died intestate on 23rd August 1970 leaving him surviving his two sons namely Manik Lal Gorey and Ratan Lal Gorey and two daughters namely Milan Biswas and Labanya Kundu as his only heirs, heiresses, legal representatives who all upon his death inherited and became entitled to his entire part or share of and in the Project Land, absolutely.
- (iii) By a sale deed dated 26th March 1974 and registered with District Sub-Registrar, Alipore in Book Volume No. 56 Pages 74 to 82 Being No. 1838 for the year 1974, the said Kachilal Gorey, Paritosh Gorey, Madan Gorey, Manik Gorey and Ratan Gorey and two daughters namely Milan Biswas and Labanya Kundu for the consideration therein mentioned sold conveyed and transferred unto and to the Owner hereto, All That the Project Land.

- (iv) The Project Land has been assessed as Premises No. 17 Pagladanga Road in the records of the Kolkata Municipal Corporation and the Owner has got its name mutated in such records in respect of the Project Land.

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

SIGNED SEALED AND DELIVERED by the within named **OWNER** at Kolkata in the presence of:

① Jasobanta Swain

② Dhany Sethua
85A Sankar Bose Road
Kolkata - 700026

A. TALUKDAR & CO. (FERTILISERS) PVT. LTD.

Anshul Himatsingha -
Director

(ANSHUL HIMATSINGHA)

SIGNED SEALED AND DELIVERED by the within named **DEVELOPER** at Kolkata in the presence of:

① Jasobanta Swain
S/o Late Kapil Swain
2/2, Brojen Mukherjee Road
Behala
Kolkata - 700034

② Dhany Sethua

HONEYBIRD HEIGHTS LLP

D. Karan
Designated Partner
(DIKHIL KARANJANI)

Drafted by me:-
Kavita Bagaria Advocate
2 Hare Street
KOL-01
F/11/15/10

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED from the within named Developer the within mentioned sum of Rs.1,41,00,000/- (Rupees one crore forty one lacs only) towards part payment of the Security Deposit payable to the Owner in terms hereof as per memo below:-

MEMO OF CONSIDERATION:

Sl. No.	Demand Draft/Cheque Numbers	Date	Bank and Branch	Paid to	Amount (Rs.)
1.	RTGS UTR No. HDFCR 52021042289156013	22-04-2021	HDFC Bank, Dr. U. N. Brahmachari Street, Kolkata	A Talukdar & Co Fertilisers Private Limited	71,00,000/-
2.	000165	03-07-2021	HDFC Bank, Dr. U. N. Brahmachari Street, Kolkata	A Talukdar & Co Fertilisers Private Limited	70,00,000/-
			Total		<u>1,41,00,000/-</u>

(Rupees one crore forty one lacs only)

WITNESSES:

① Jasobanta Swain

② Dhruj Jethwa

A. TALUKDAR & CO. (FERTILISERS) PVT. LTD.

Anshul Himanshu
Director

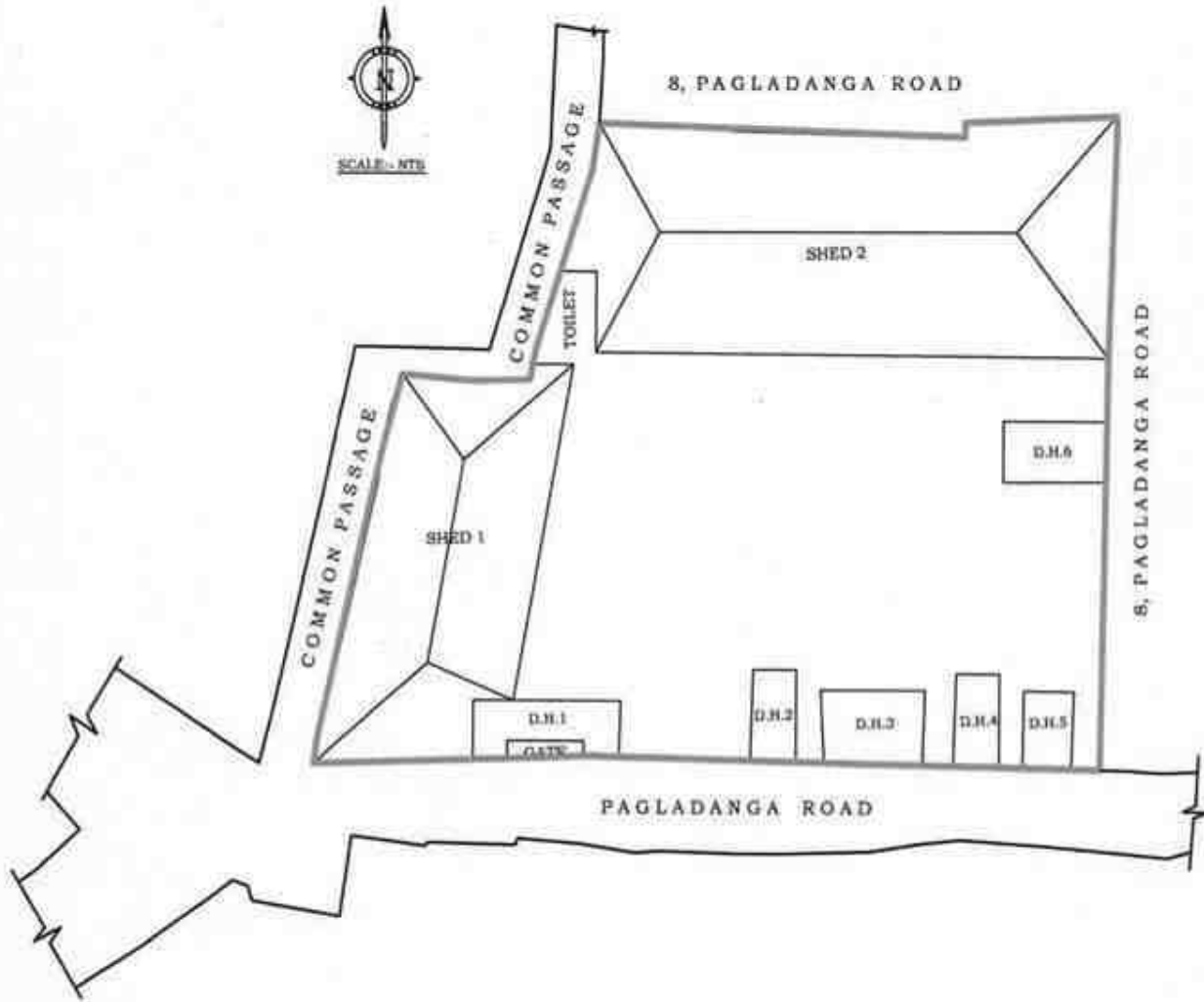
105

[Handwritten Signature]

DTS

D

PLAN OF PREMISES NO. 17, PAGLADANGA ROAD, KOLKATA-700 015
POLICE STATION PRAGATI MAIDAN (FORMERLY TILJALA), KMC WARD NO. 57



HONEYBIRD HEIGHTS LLP

D. Das
Designated Partner

A. TALUKDAR & CO. (FERTILISERS) PVT. LTD.

Arshad Himmata
Director







Government of West Bengal



Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - III KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19032001022929/2021

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Anshul Himatsingka 19A, Mandeville Gardens, City:- , P.O:- Ballygunge, P.S:- Gariahat, District-South 24-Parganas, West Bengal, India, PIN:- 700019	Represent ative of Land Lord [A TALUKDA R & CO FERTILIS ERS PRIVATE LIMITED]		3117 	<i>Anshul Himatsingka</i> 05/07/2021
2	Mr Nikhil Karnani 1, Auckland Square, City:- Kolkata, , P.O:- Circus Avenue, P.S:- Shakespeare Sarani, District-Kolkata, West Bengal, India, PIN:- 700017	Represent ative of Developer (HONEYBI RD HEIGHTS LLP)		3116 	<i>N. Karnani</i> 05/07/2021

Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Jasobanta Swain Son of Late Kapil Swain 2/2, Brojen Mukherjee Road, City:-, P.O:- Behala, P.S:-Behala, District:- South 24-Parganas, West Bengal, India, PIN:- 700034	Anshul Himatsingka, Mr Nikhil Kamani		 3118	Jasobanta Swain 05/07/2021


 (Anshul Himatsingka)
 ADDITIONAL REGISTRAR
 OF ASSURANCE
 OFFICE OF THE A.R.A. -
 III KOLKATA
 Kolkata, West Bengal

Query No:-19032001022929/2021, 05/07/2021 05:07:45 PM KOLKATA(A.R.A. - III)

Page 5 of 5



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

GRN Details

GRN: 192021220023992281 Payment Mode: Online Payment
GRN Date: 02/07/2021 14:04:27 Bank/Gateway: HDFC Bank
BRN : 1486029045 BRN Date: 02/07/2021 14:07:18
Payment Status: Successful Payment Ref. No: 2001022929/1/2021
[Query No*/Query Year]

Depositor Details

Depositor's Name: HONEYBIRD HEIGHTS LLP
Address: 304 CHANDAN NIKETAN, 52A SHAKESPEARE SARANI,KOL-17
Mobile: 9163306923
Depositor Status: Others
Query No: 2001022929
Applicant's Name: Mr Arun Senapati
Identification No: 2001022929/1/2021
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001022929/1/2021	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2001022929/1/2021	Property Registration- Registration Fees	0030-03-104-001-16	175021
			Total	250042

IN WORDS: TWO LAKH FIFTY THOUSAND FORTY TWO ONLY.

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AAPCA3317A

नाम / Name
A TALUKDAR & CO FERTILISERS PRIVATE LIMITED

निगमन/गठन की तारीख
Date of Incorporation / Formation
13/01/1957

31032017

A. TALUKDAR & CO. (FERTILISERS) PYT. LTD.

A. Talukdar
Director



Anshul



নামের আধার
নামের আধার



Anshul Kumar Himatsingka

DOB: 30/06/1985

MALE



6186 1378 2185

আমার আধার, আমার পরিচয়



পারদেয় বিকিষ্ণ-বচ্চান প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address

S/O: Harish Himatsingka, 19/A,
MANDIVILLA GARDENS, Ballygunge,
Kolkata,
West Bengal - 700019

Unique ID No: 172610017

6186 1378 2185



1800 121 1041

helpline@uaid.gov.in

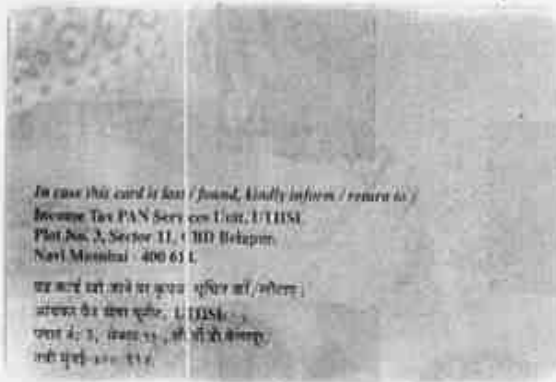
www.uai.gov.in

P.O. Box No. 1047,
New Delhi-500 001

Kindings



HONEYBIRD HEIGHTS LLP
N. I. Carran
Designated Partner



N. Karnani

10-08

भारत सरकार
GOVERNMENT OF INDIA



शिवल कर्मा
Nikhil Kumar
जन्मदिनांक / DOB: 29/06/1984
पुरुष / MALE



9476 9669 0566

आधार-साधारण मान्यता अधिकार



राष्ट्रीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ठिकाना:

1, अकलाड स्क्वायर, पार्कल
एस्टेट, कोलकाता,
पश्चिम बंग - 700017

Address:

1, AUCKLAND SQUARE, Green
Avenue, Kolkata,
West Bengal - 700017

9476 9669 0566

Aadhaar-Aam Admi ka Adhikar

D. Karmani



ভারত সরকার
Government of India



মুগ্ধবন্ত সোয়ান
Jasobanta Swain
পিতা : কপিল সোয়ান
Father : Kapil Swain
অপত্যসিদ্ধি / DOB : 02.15/1970
পুংলব / Male



5827 0093 6087

আমার আধার, আমার পরিচয়



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
Unique Identification Authority of India

ঠিকানা:
2/2, ব্রজেন মুখার্জী রোড,
বেহালা, কোলকাতা, বেহালা,
পশ্চিম বঙ্গ, 700034

Address:
2/2, BROJEN MUKHERJEE
ROAD, Behala, Kolkata, Behala,
West Bengal, 700034

5827 0193 6087



1947



help@uidai.gov.in



www.uidai.gov.in

Jasobanta Swain

Major Information of the Deed

Deed No :	I-1903-05733/2021	Date of Registration	13/07/2021
Query No / Year	1903-2001022929/2021	Office where deed is registered	
Query Date	23/06/2021 6:12:01 PM	1903-2001022929/2021	
Applicant Name, Address & Other Details	Arun Senapati Sealdah Civil Court, Kolkata, Thana : Entaly, District : South 24-Parganas, WEST BENGAL, PIN - 700014, Mobile No. : 7001215891, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,75,00,000/-]		
Set Forth value	Market Value		
	Rs. 11,43,11,237/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,031/- (Article:48(g))	Rs. 1,75,105/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Tangra, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Pagladanga Road, , Premises No: 17, , Ward No: 057 Pin Code : 700105

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	40.535 Katha		10,51,39,693/-	Property is on Road
Grand Total :				66.8828Dec	0 /-	1051,39,693 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	15779 Sq Ft.	0/-	91,71,544/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 10000 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 40 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 5779 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 40 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		15779 sq ft	0 /-	91,71,544 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	A TALUKDAR & CO FERTILISERS PRIVATE LIMITED Trinity Plaza, 84/1A, Topsia Road (S), City:- , P.O:- Topsia, P.S:-Topsia, District:-South 24-Parganas, West Bengal, India, PIN:- 700046 , PAN No.:: AAxxxxxx7A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	HONEYBIRD HEIGHTS LLP 304, Chandan Niketan, 52A, Shakespeare Sarani, City:- Kolkata, , P.O:- Circus Avenue, P.S:-Beniapukur, District:-Kolkata, West Bengal, India, PIN:- 700017 , PAN No.:: AAxxxxxx7D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Anshul Himatsingka Son of Harish Himatsingka 19A, Mandeville Gardens, City:- , P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ABxxxxxx0E, Aadhaar No: 61xxxxxxxx2185 Status : Representative, Representative of : A TALUKDAR & CO FERTILISERS PRIVATE LIMITED (as DIRECTOR)
2	Mr Nikhil Karnani (Presentant) Son of Mahesh Karnani 1, Auckland Square, City:- Kolkata, , P.O:- Circus Avenue, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx3L, Aadhaar No: 94xxxxxxxx0566 Status : Representative, Representative of : HONEYBIRD HEIGHTS LLP (as Partner)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Jasobanta Swain Son of Late Kapil Swain 2/2, Brojen Mukherjee Road, City:- , P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034			

Identifier Of Anshul Himatsingka, Mr Nikhil Karnani

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	A TALUKDAR & CO FERTILISERS PRIVATE LIMITED	HONEYBIRD HEIGHTS LLP-66.8828 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	A TALUKDAR & CO FERTILISERS PRIVATE LIMITED	HONEYBIRD HEIGHTS LLP-15779.00000000 Sq Ft

Endorsement For Deed Number : I - 190305733 / 2021

On 05-07-2021

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

Presented for registration at 17:35 hrs on 05-07-2021, at the Private residence by Mr Nikhil Karnani ,.

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 11,43,11,237/-

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

Execution is admitted on 05-07-2021 by Anshul Himatsingka, DIRECTOR, A TALUKDAR & CO FERTILISERS PRIVATE LIMITED (Private Limited Company), Trinity Plaza, 84/1A, Topsia Road (S), City:- , P.O:- Topsia, P.S:- Topsia, District:-South 24-Parganas, West Bengal, India, PIN:- 700046

Indetified by Mr Jasobanta Swain, , , Son of Late Kapil Swain, 2/2, Brojen Mukherjee Road, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Private Service

Execution is admitted on 05-07-2021 by Mr Nikhil Karnani, Partner, HONEYBIRD HEIGHTS LLP (LLP), 304, Chandan Niketan, 52A, Shakespeare Sarani, City:- Kolkata, , P.O:- Circus Avenue, P.S:-Beniapukur, District:-Kolkata, West Bengal, India, PIN:- 700017

Indetified by Mr Jasobanta Swain, , , Son of Late Kapil Swain, 2/2, Brojen Mukherjee Road, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Private Service



Probir Kumar Golder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

On 12-07-2021

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,75,105/- (B = Rs 1,75,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by by online = Rs 1,75,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/07/2021 2:06PM with Govt. Ref. No: 192021220023992281 on 02-07-2021, Amount Rs: 1,75,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1486029045 on 02-07-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by by online = Rs 75,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/07/2021 2:06PM with Govt. Ref. No: 192021220023992281 on 02-07-2021, Amount Rs: 75,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1486029045 on 02-07-2021, Head of Account 0030-02-103-003-02



Probir Kumar Golder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

On 13-07-2021

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,75,105/- (B = Rs 1,75,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 84/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 10/-
Description of Stamp

1. Stamp: Type: Impressed, Serial no 20031, Amount: Rs.10/-, Date of Purchase: 07/07/2021, Vendor name: Suranjan Mukherjee



Probir Kumar Golder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2021, Page from 257885 to 257951

being No 190305733 for the year 2021.



(Probir Kumar Golder) 2021/07/27 01:01:53 PM

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - III KOLKATA

West Bengal.

(This document is digitally signed.)