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

Additional Registrar of Assurances-IV, Kolkata  
28/5/19

West Case No. 01622 28/05/19  
k(1) 50  
k(2) 300  
Total 350p  
Resided at

Additional Registrar of Assurances-IV, Kolkata  
28/5/19

A.R.A.-IV  
Kolkata

29 MAY 2019

THIS AGREEMENT made on this 30<sup>th</sup> day of March Two Thousand and Nineteen


BETWEEN

SREE KAMAKHYA TEA COMPANY PRIVATE LIMITED, a Company incorporated under the provisions of the Companies Act, 1913 and being a Company within the meaning of the Companies Act, 2013 having its registered office at 4 Hastings Park Road, Post Office and Police Station Alipore, Kolkata- 700027, having PAN AAEC54245E, represented by its Directors (1) Mr. Ramesh Kumar Kanoi, son of Late

R K

4/10/19  
25/5/19

109929

NAME .....  
 1B & 2  
 15 MAR 2019  
 SURANJAN MUKHERJEE  
 Licensed Stamp Vendor  
 C.C. Court  
 28 T. K. S. Road, Kolt  


DSP LAW ASSOCIATES  
 Advocate  
 40, Nicco House,  
 Hare Street, Kolkata-700001

15 MAR 2019

15 MAR 2019




ADDITIONAL REGISTRAR  
 OF ASSURANCES, KOLKATA  
 28 MAY 2019

IDENTIFIED BY ME

Abhishek Ganeriwala

(ABHISHEK GANERIWALA)

S/O RAVINDRA KUMAR GANERIWALA

2A RONALD SHAY ROAD,

ALIPORE, KOLKATA 700027.



Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 19-201920-001606399-1

Payment Mode Online Payment

GRN Date: 20/05/2019 12:00:33

Bank : HDFC Bank

BRN : 804859703

BRN Date: 20/05/2019 12:02:01

DEPOSITOR'S DETAILS

Id No. : 19040000672681/2/2019

[Query No./Query Year]

Name : ISHA MULTICON HOMES LLP

Contact No. : Mobile No. : +91 7278493074

E-mail :

Address : 52A SHAKESPEARE SARANI KOLKATA 700017

Applicant Name : Mr ISHA MULTICON HOMES LLP

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	19040000672681/2/2019	Property Registration- Stamp duty	0030-02-103-003-02	75071
2	19040000672681/2/2019	Property Registration- Registration Fees	0030-03-104-001-16	650112

Total

725183

In Words : Rupees Seven Lakh Twenty Five Thousand One Hundred Eighty Three only.



*Handwritten signature*

ADDIS ABABA  
OF A  
20 MAY 2019

Jaideo Prasad Kanoi, residing at 4, Hastings Park Road, Post Office and Police Station Alipore, Kolkata- 700027 having PAN ALJPK2298J and (2) Mr. Shiv Kumar Kanoi, son of Late Jaideo Prasad Kanoi, residing at 4, Hastings Park Road, Post Office and Police Station Alipore, Kolkata- 700027 having PAN AFDPK0943C, authorized vide Board Resolution dated 10.03.2019, 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-office/interest and/or permitted assigns) of the **ONE PART**;

**AND**

**ISHA MULTICON HOMES LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 and having its Registered Office at 52A, Shakespeare Sarani, Police Station Beniapukur, Post Office Shakespeare Sarani, Kolkata 700017, having PAN ~~Applied For~~ represented by its Designated Partners (1) Mr. Arjun Singh Mehta son of Mr. Dileep Singh Mehta of ~~Mansarovar~~ <sup>Mansarovar</sup> Building, 3B Camac Street, Post Office Park Street, Police Station Shakespeare Sarani, Kolkata- 700016, having PAN ALUPM9955B and (2) Mr. Nikhil Karnani son of Mr. Mahesh Karnani of 52A, Shakespeare Sarani, Police Station Beniapukur, Post Office ~~Shakespeare Sarani~~ <sup>CITRUS AVENUE</sup>, Kolkata 700017, having PAN AKNPK3653L hereinafter referred to as "the **DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its partners for the time being and also its successors or successors-in-office and/or permitted assigns) of the **OTHER PART**;

The Owner and Developer are hereinafter individually referred to as such or as Party and collectively as Parties.

**ARTICLE-1 # DEFINITIONS:**

- I. **DEFINITIONS:** Unless in this agreement there be something contrary or repugnant to the subject or context:-
- i) "**Agreed Ratio**" shall mean the ratio of sharing in several matters, which are specifically referred to herein between the Owner and the Developer, which shall be 69% (sixty-nine percent) to the account of the Owner and 31% (thirty-one percent) to the account of the Developer.
  - ii) "**Appropriate Authorities**" shall mean the Central or State Government or any Department thereof and includes any Local Authority or Statutory Bodies or authorities having jurisdiction including Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, Kolkata Improvement Trust, electricity provider, water providers, utility providers,



ADDITIONAL REGISTRAR  
OF ASSURANCES, KOLKATA

28 MAY 2019



Police Authorities, Pollution Control Authorities, Fire Service Authorities and shall also include any Government Company.

- iii) **"Architect"** shall mean Sanon Sen & Associates of Kolkata or such other Architect who may be from time to time appointed mutually by Developer and Owner for the Building Complex.
- iv) **"Building Complex"** shall mean and include the Subject Property and the New Building thereat with the Common Areas and Installations and all other open and covered spaces thereat;
- v) **"Building Plans"** shall mean the Plans that may be sanctioned by the Kolkata Municipal Corporation or other appropriate authorities for construction of New Building on the Subject Property and shall include all modifications and/or alterations thereto as also all extensions and/or renewals thereof.
- vi) **"Common Areas and Installations"** shall mean areas, installations and facilities at the New Building and the Subject Property as mentioned in the **THIRD SCHEDULE** hereto for common use by the Owner, the Developer and the Co-owners and include any variations or relocations thereof as may be made from time to time.
- vii) **"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 Co-owners thereof; collection and disbursement of the common expenses; the purpose of regulating mutual rights, obligations and liabilities of the Co-owners and dealing with all matters of common interest of the Co-owners;
- viii) **"Completion of Construction"** (with its grammatical variations) in respect of the New Building or any part thereof shall mean the completion of its construction as envisaged in Clause 9.11 of this Agreement.
- ix) **"Co-owners"** shall mean and include all persons to whom the Owner and the Developer Transfer the Transferable Areas or agree so to do and deliver possession of to the concerned Transferee and shall include the Owner and the Developer for unsold Transferable Areas comprised in their respective allocations.
- x) **"Developer's Allocation"** shall mean the (1) 31% (thirty-one percent) of the total carpet area of all Units and/or Transferable Areas comprised in the

- New Building/Building Complex (2) 31% of the Parking Spaces at the Building Complex/Subject Property (3) undivided, impartible and indivisible 31% share and/or interest in the Common Areas and Installations and (4) undivided, impartible and indivisible 31% share and/or interest in the land contained in the Subject Property **Provided That** insofar as the Units and Parking Spaces are concerned, with effect from the identification of the location of separate Units and Parking Spaces to belong to the Developer in terms hereof, shall mean such identified Units and Parking Spaces.
- xii) **"Developer's Land Share"** shall mean the undivided, impartible and indivisible 31% share and/or interest in the land contained in the Subject Property as attributable to the Units comprised in the Developer's Allocation.
- xiii) **"Encumbrances"** shall include but not limited to mortgages, charges, security, security interest, liens, hypothecations, thika tenancies, lis pendens, attachments, leases, tenancies, occupancy rights, licenses, uses, debutters, trusts, wakf, acquisition, requisition, vesting, claims, demands and liabilities and any other encumbrance whatsoever or howsoever.
- xiv) **"Extras and Deposits"** shall mean the amounts mentioned in **FIFTH SCHEDULE** hereto subject to any variations as provided in Clause 12.5 hereto;
- xv) **"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 Subject Property.
- xvi) **"Owner's Allocation"** shall mean the (1) 69% (sixty nine percent) of the total carpet area of all Units and/or Transferable Areas comprised in the New Building/Building Complex (2) 69% (sixty nine percent) of the Parking Spaces at the Building Complex/Subject Property (3) undivided, impartible and indivisible 69% (sixty nine percent) share and/or interest in the Common Areas and Installations and (4) undivided, impartible and indivisible 69% (sixty nine percent) share and/or interest in the land contained in the Subject Property **Provided That** insofar as the Units and Parking Spaces are concerned with effect from the identification of the location of separate Units and Parking Spaces to belong to the Owner in terms hereof, shall mean such identified Units and Parking Spaces.
- xvii) **"Owner's Land Share"** shall mean the undivided, impartible and indivisible 69% (sixty nine percent) share and/or interest in the land

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contained in the Subject Property as attributable to the Units comprised in the Owner's Allocation.

- xvii) **"Project"** shall mean and include the planning and development of the Subject Property into the Building Complex and the allocation of the respective allocations of the parties with rights to them to Transfer the same respectively in terms hereof and the administration of the Building Complex in matters relating to the Common Purposes all in accordance with the terms and conditions of this Agreement.
- xviii) **"Real Estate Laws"** shall mean the Real Estate (Regulation and Development) Act, 2016, West Bengal Housing Industry Regulation Act, 2017 or any of them as applicable and include the amendments and substitutes thereof and also all rules, regulations and byelaws in respect thereof.
- xix) **"Security Units"** shall mean Units forming part of the Owners' Allocation containing a carpet area of 6500 Square feet and 8 (eight) Car Parking Spaces and to be identified in terms hereof Together with the proportionate undivided indivisible impartible share in the land of the Subject Property and in the Common Areas and Installations attributable thereto.
- xx) **"Subject Property"** shall mean the pieces or parcels of land fully described in the **FIRST SCHEDULE** hereunder written and include all existing buildings and structures thereat and also include all easements, appendages and appurtenances thereof or relating thereto.
- xxi) **"Transfer"** with its grammatical variation shall include transfer by sale or other means or alienation adopted by the Developer in respect of the Developer's Allocation and by the Owner in respect of the Owner's Allocation subject however to the agreed terms and conditions of clause 12 hereto.
- xxii) **"Transferable Areas"** shall include Units, Parking Spaces, open and covered spaces at the Subject Property not forming part of the Common Areas and Installations and all other areas, shares, benefits or rights comprised in or portion of the Building Complex capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise.
- xxiii) **"Transferees"** shall mean the persons to whom any Transferable Areas in the Building Complex is Transferred or agreed to be Transferred;

- xxiv) "Units" shall mean the independent and self-contained residential flats or apartments and other constructed and/or saleable spaces that may be comprised in the Project.
- xxv) "Parking Spaces" shall mean open, covered, semi covered, multi level and/or mechanized spaces for parking of cars.

1.2. **Interpretation:**

- i) **Party:** In this Agreement, any reference to a party is to a party to this Agreement.
- ii) **Article, Clause, Schedule or Annexure:** In this Agreement, any reference to an Article or Clause or Schedule (other than to a schedule to a statutory provision) or Annexure is a reference to an Article, Clause, or Schedule or Annexure (as the case may be) of this Agreement and the Schedules and Annexures form part of and are deemed to be incorporated in this Agreement. Reference to any Article shall include the Clauses and Sub-clauses thereof and reference to any Clause or Schedule or Annexure shall include the parts, Clauses and sub-Clauses, as the case may be, thereof.
- iii) **Include:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- iv) **Headings:** In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any Clause and shall consequently not affect the construction of this Agreement.

**ARTICLE-II # REPRESENTATIONS, BACKGROUND & RECITALS**

2. **BACKGROUND/REPRESENTATION:**

2.1. **BACKGROUND:**

2.1.1. The Owner is sole and absolute owner of the Subject Property.

2.1.2. The Parties have by mutual consent and for their mutual benefit and for the consideration herein contained, decided and agreed to take up the Project, i.e. the development of the Subject Property by constructing the New



Building thereon and commercial exploitation of the New Building, on principal to principal basis.

2.1.3. The Parties hereby accept the basic understanding between them as recorded in Clause 2.1.2 above and all other terms and conditions concomitant thereto and mentioned in this Agreement. Consequent thereto, the Owner, for mutual benefit and for the consideration herein contained, hereby appoints the Developer as the developer of the Subject Property with right to execute the Project and the Developer as such hereby accepts the said appointment by the Owner.

2.2. **REPRESENTATIONS OF OWNER:** The Owner made the following several representations and assurances to the Developer which have been completely relied upon and believed to be true and correct by the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:-

2.2.1. That the Owner is the full and absolute Owner of the Subject Property with good marketable title free from all Encumbrances whatsoever. The facts about the Owner deriving title to the Subject Property are contained in the **SECOND SCHEDULE** hereto and the same are all true and correct.

2.2.2. That the Owner is in continuous open vacant and peaceful possession of the Subject Property and the same has been duly secured by boundary walls on all sides with frontage alongside public roads namely Belvedere Road and Hastings Park Road.

2.2.3. The Owner has caused its name to be mutated in the records of the Kolkata Municipal Corporation in respect of the Subject Property.

2.2.4. 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 Subject Property nor is there any notice or proceeding affecting the Subject Property.

2.2.5. That there is no notice of acquisition or requisition or alignment under the Land Acquisition Act or The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 received or pending in respect of the Subject Property or any part thereof and the Subject Property or any part thereof does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or not affected by any scheme alignment of the Kolkata Improvement Trust or any other law whatsoever.

- 2.2.6. That there is no impediment in the Owner delivering vacant and peaceful possession of the Subject Property to the Developer for the Project nor is there any impediment in obtaining NOC under Rule 4(4) of the KMC Building Rules as contemplated under the Urban Land (Ceiling and Regulation) Act, 1976.
- 2.2.7. That neither the Subject Property nor any part thereof has 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.
- 2.2.8. That the Owner hold all original documents of title in its personal custody and have not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever.
- 2.2.9. That the Owner has not entered upon any agreement or contract with any other person in connection with the Subject Property 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 Subject Property or any part thereof prior to execution of this Agreement.
- 2.2.10. That there are no legal proceedings filed or pending by or against the Owner and/or its Directors in respect of the Subject Property nor have the Owner and/or its Directors have extended any security and/or guarantee which are likely to affect the Subject Property in any manner whatsoever.
- 2.2.11. 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 Subject Property 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.
- 2.2.12. That the Owner or its predecessors in title have not mortgaged or charged or provided security interest in respect the Subject Property or any part thereof and there is no notice or proceeding for realization or recovery of the dues of the Bank nor is there any proceeding under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or the Companies Act or Insolvency Code or before the Debts Recovery Tribunal or before any Court or Tribunal.





- 2.2.13. That no winding up or bankruptcy or insolvency proceedings or proceedings in Company Law Board or NCLT <sup>or any</sup> other proceedings in any Court or Tribunal or statutory authorities have ever been filed by or is pending against the Owner.
- 2.2.14. That the shareholders and directors of the Owner have passed all necessary resolutions authorizing the development and Transfer in respect of the Subject Property in the manner envisaged herein and authorizing the executants of this agreement to enter upon this agreement and the power of attorney to be executed in pursuance hereof on behalf of the Owner and the Owner has absolute right to enter into this Agreement with the Developer and this agreement has duly been approved by all the Directors of the owner company as would be testified by all the Directors of the Owner signing on this agreement.
- 2.2.15. That subject to the terms hereof, there is no difficulty in the compliance of the obligations of the Owner hereunder.
- 2.2.16. Prior to entering into this Agreement for recording the final terms and conditions for the development of the Project, the Owner has provided copies of the title deeds in respect of the Subject Property to the Developer through Messieurs DSP Law Associates, of 1B, Hare Street, 4D, Nicco House, Kolkata-700001 (**Developer's Advocate**) for causing investigation of title of the Owner to the Subject Property but nevertheless the Owner shall always be responsible and liable for all issues relating to the title of the Subject Property. The Plan of the Subject Property attached to this Agreement forms a part of this Agreement.
- 2.2.17. The Developer has examined and is satisfied with the measurement of the Subject Property and the correctness of the Plan attached to this Agreement.
- 2.2.18. In this regard it is clarified that the Owner shall, at its own cost, be responsible for resolving and/or settling all third party claims relating to the title of the Subject Property and undertake to keep the said title clear and marketable till the completion of the Project.
- 2.3. **DEVELOPER'S REPRESENTATION:** The Developer made the following several representations and assurances to the Owner which have been completely relied upon and believed to be true and correct by the Owner for the purpose of entering upon this Agreement and the transaction envisaged herein:

- 2.3.1. The Developer is carrying on the business of construction and development of real estate and has infrastructure, expertise and financial resources and capacity in this field.
- 2.3.2. The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- 2.3.3. Subject to the terms hereof, there is no difficulty in compliance of the obligations of the Developer hereunder to undertake and complete the development of the Project in the manner herein stated and the Developer shall remain competent and responsible to arrange finances required for the Project.
- 2.3.4. Subject to the Owner not being in default of any of its obligations contained in this Agreement, the Developer shall not abandon, delay or neglect the Project and shall accord the high priority, financial as well as infrastructural, to the Project.
- 2.4. **RECORDING INTO WRITING:** The parties are now entering upon this Agreement to record into writing all the terms and conditions agreed between them in connection with the development of the Subject Property and the Transfer and administration of the Building Complex and the respective rights and obligations of the parties in respect of the same as hereinafter contained.

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

**ARTICLE-III # BROAD AND BASIC TERMS AND CONDITIONS:**

**3. CONSIDERATION AND ENTITLEMENT OF THE PARTIES BROADLY:**

- 3.1. In the premises aforesaid and subject to the express terms of this Agreement, the Owner has agreed to provide the Subject Property exclusively for the purpose of the Project and has appointed the Developer for the Project and hereby grants to the Developer the exclusive rights and authority to develop or cause to be developed the Subject Property as a Building Complex with the rights, entitlement and authority of the Developer as morefully contained in this Agreement, including to own enjoy and/or Transfer the Developer's Allocation exclusively as contained herein and further in consideration of the obligations, covenants, terms and conditions contained herein and the Developer hereby accepts the said appointment by the Owner.
- 3.2. With effect from the date of execution hereof, the Developer shall acquire an interest in the Project and have the sole and exclusive rights, authorities and be



entitled (a) to develop and construct or cause to be developed and constructed the Building Complex at the Subject Property in terms of this Agreement and (b) to administer the entire Building Complex in the manner and until the period as morefully contained herein and (c) to the Developer's Allocation and (d) entirety of the Extras and Deposits and (e) all other properties benefits and rights hereby agreed to be granted to the Developer or to which the Developer is entitled hereunder; **And** the Owner shall be entitled (a) to the Owner's Allocation to be delivered by the Developer to the Owner in terms hereof and (b) all other properties benefits and rights hereby agreed to be granted to the Owner or to which the Owner is entitled hereunder on and subject to the terms and conditions hereinafter contained.

- 3.3. The New Building shall be constructed or caused to be constructed by the Developer at its own costs and expenses and out of the same the Owner's Allocation shall be constructed or caused to be constructed by the Developer on behalf of the Owner but without any cost of construction to the Owner. The Owner hereby agrees to sell convey and transfer the Developer's Land Share and its rights title or interest in the Developer's Allocation in favour of the Transferees nominated by the Developer and the consideration for the same shall be the cost of construction of the Owner's Allocation.
- 3.4. The Agreement and the rights of the Developer shall be and remain valid and subsisting at all times unless cancelled only and only in accordance with any specific terms and conditions mentioned herein.

#### ARTICLE-IV OBLIGATIONS OF OWNER:

##### PART-I SUBJECT PROPERTY ATTRIBUTES:

#### 4. ATTRIBUTES:

- 4.1. In connection with the Subject Property, the Owner shall be bound to comply with and meet the following criterions and requirements (hereinafter referred to as "the Assured Attributes"):-

4.1.1. **Marketable Title:** The Owner shall make out and keep and maintain good marketable title to the Subject Property. The Owner shall have complete responsibility in respect of the ownership and title of the Subject Property and for providing a marketable title in respect of the Subject Property to the Developer and all Transferees. Any objection or claim of any person in respect of the Subject Property shall be dealt with and settled and cleared by the Owner. The Owner agree to answer and comply with all Requisitions on title that may be raised by the Developer or its advocate

upon them or by any Transferee and/or advocate of Transferee, within **10 (ten) days** of receipt thereof.

- 4.1.2. **Free from Encumbrances:** The Subject Property and each part thereof is and shall be free of and from all Encumbrances and free from any restriction or prohibition for its development and/or Transfer in any manner.
- 4.1.3. **Physical Possession:** There is or shall be no claim or interference or obstruction of any other person as regards possession of the Subject Property or any part thereof being held in terms hereof.
- 4.1.4. **Direct Access:** There shall be direct access of the Subject Property from the abutting public roads namely Belvedere Road alongside the entire north boundary and Hastings Park Road alongside the entire west boundary of the Subject Property.
- 4.1.5. **Payment Of Taxes & Dues:** The Owner shall at its own costs and expenses, bear and pay the municipal and all other rates taxes and other dues and outgoings in respect of the Subject Property including but not limited to those rates and taxes that may arise on account of revision of general revaluation by the Kolkata Municipal Corporation, till the date of execution of this agreement and shall keep paying the same for the period mentioned hereinafter.
- 4.1.6. **Clearances:** The Owner shall apply for and obtain No Objection Certificate under the Urban Land (Ceiling & Regulation) Act, 1976 and any other permissions, clearances or certificates from any Appropriate Authority as may be required in respect of the land and/or title of the Subject Property.
- 4.1.7. **Company Related Obligations:** The Owner shall cause and ensure that:
- i) the Subject Property is and continues to remain Free of any Encumbrance or Lien (including Negative Lien) either directly or indirectly;
  - ii) no Charge is registered against the Company in anyway affecting or relating to the Subject Property directly or indirectly;
  - iii) The Owner has not done and shall not hereafter do any act deed or thing whereby the Subject Property or the Project or any part thereof may be affected or prejudiced in any manner or any notice



or claim or litigation is issued or filed which may directly or indirectly affect the Subject Property

- iv) there are or arises or remains no statutory or other dues of the Owner Company towards any person or authority whatsoever including dues of worker, staff or employee, Provident Fund, Pension or Gratuity which may result in the assets of the Owner being attached or entangled in any claim, dispute, litigation or objection whatsoever or howsoever;
- v) No notice, claim or proceeding for liquidation, winding up, merger, recovery, insolvency, bankruptcy affecting the Owner Company is issued or filed;
- vi) No guarantee or security or collateral security is given to any person or authority by the Owner Company;
- vii) No change in the majority shareholding, control and management of the Owner Company is agreed upon or effected or implemented;

4.1.8. **Change in Registered Office:** The Owner shall remove/shift and caused to be removed/shifted the registered office of any other entity found to have their registered offices/place of business at the Subject Property or any part thereof from Subject Property to any other place and in this connection shall file all necessary forms/paper/documents before the Registrar of Companies and/or the Appropriate Authorities, as the case may be.

4.1.9. **Errors :** In case records of the Kolkata Municipal Corporation or any other Appropriate Authority or any permissions, clearances or certificates provided by the Owner contain any error, defect, discrepancy, omission, inconsistency or mis-description in numbering, mutation, area, share etc. or require any separation, reassessment, renumbering, correction or rectification or change, the Owner shall also cause the same to be corrected and rectified within **30 (thirty) days** from the date of execution hereof or within **30 (thirty) days** of the detection thereof.

4.2. **DEFECTS/DEFICIENCIES:** In case any Encumbrance arises or is detected in respect of the Subject Property or any part thereof at any time or in case any defect or deficiency in the title of the Subject Property arises or is detected at any time or there is any lack of Assured Attributes or lawful and legitimate claim of possession or occupation by any person in respect of the Subject Property at any time, the same shall be rectified and cured by the Owner within 60 days of the same arising, without prejudice to the other rights and remedies of the Developer hereunder.

- 4.3. **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 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.

**PART III - TITLE DEEDS AND RIGHT OF ENTRY**

5. **TITLE DEEDS:**

5.1.1. Simultaneously with the execution of this Agreement, all original documents of title forming part of the chain of title relating to the Subject Property ("**Said Deeds**") shall be kept in the joint custody of Mr. Tanmay Jalan, Advocate of Saha & Ray, Advocates representing the Owner and Mr. Deepak Choudhury, Advocate of DSP Law Associates, representing the Developer (collectively "**Joint Custodians**") against their joint escrow. The Joint Custodians shall keep the Said Deeds in the locker of a bank, which would be operable jointly by them and the entire cost of such locker shall be borne equally by the Owner and the Developer. Till such time the aforesaid bank locker is opened and becomes operational, the physical custody of the Said Deeds shall be with Mr. Deepak Choudhury, Advocate of DSP Law Associates.

5.1.2. Both the Developer and the Owner, individually and severally, shall be entitled to take conduct inspection of the Said Deeds from the Joint Custodians for production thereof before Appropriate Authorities, banks, financiers etc. after giving prior notice in writing to the Joint Custodians and the other Party with the reasoning of its requirement for the same. The Said Deeds shall not be mortgaged by the Developer in favour of any banks and/or financial institutions and/or any other persons, save and except as required for the purposes of the Project as and in the manner mentioned in Clause ~~5.1.1~~<sup>5.1.1</sup> below.

5.1.3. Save as contained in clause 5.1.2 above, upon Completion of Construction of the Project and completion of Transfer of all the Units therein, the Said Deeds shall be handed over to the Association in the manner as required under the Real Estate Laws.

6. **RIGHT OF ENTRY & POSSESSION:**



- 6.1. With effect from the date of execution of this Agreement but without in any manner disturbing the possession of the Owners to the Subject Property, the Developer shall have the full free and unfettered right to enter upon the Subject Property for the purpose of survey, soil testing, planning and preparation of plans, inspection and other initial works pertaining to the proposed development.
- 6.2. The Owner shall deliver vacant and peaceful possession of the Subject Property to the Developer for carrying out the Project within 7<sup>th</sup> November, 2019 with a grace period of 30 days therefrom but subject to sanction of Building Plans or within 30 days of the sanction of the Building Plans, whichever date is later.

**ARTICLE IV # RIGHTS AND OBLIGATIONS OF THE DEVELOPER:**

**PART I # OVERALL PLANNING:**

7. **PLANNING:** The Developer shall develop the Building Complex at the Subject Property by constructing one or more buildings and other constructed and/or open areas thereat. The Owner and the Developer agree that the entire planning, design and layout for the development of the Subject Property shall be done by the Developer in consultation with the Owner, including as regards the manner or type of construction to be undertaken at the Subject Property, the total constructible area, landscaping, plantation, etc.
- 7.1. **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 Subject Property.

**PART II # BUILDING PLANS AND APPROVALS FOR DEVELOPMENT:**

- 8.1 **PREPARATION OF BUILDING PLANS:** The Developer shall within 60 days from the date of execution hereof at its own cost and expenses cause to be prepared through the Architect and send the Building Plans with benefits of Green Building norms, to the Owners and the plans shall be finalized with the prior written approval of the Owner.
- 8.2 **SANCTIONING OF BUILDING PLANS:** The Developer shall, at its own cost and responsibility, submit the Building Plans to the KMC and other authorities concerned with sanction (collectively "**Planning Authorities**") for sanction and shall, subject to the Owner not being in default in compliance of their obligations hereunder, have the same sanctioned by the KMC ~~and the Planning Authorities~~ within a maximum period of 6 (six) months from the date of finalization of the Plans ~~and~~ <sup>without Green Building norms.</sup> in case of the New Building ~~and~~ within a maximum period of 9(nine) months from the date of finalization of the Plans in case of the New Building being



- developed in accordance with Green Building norms (**Total Sanctioning Time**). The Parties expressly agree that in the event the Developer is unable to obtain sanction of the Building Plans even after the expiry of 6 (six) months from the Total Sanctioning Time, this Agreement shall be cancelled and revoked by the Owner by giving a 30 (thirty) days cure notice to the Developer, in which event the Owner shall refund to the Developer the Security Deposit (defined in Clause 10 below) without any interest. With regard to the Building Plans, it is clarified that within 7 (seven) days of the Developer submitting and getting sanction of the Building Plans, <sup>the Developer shall</sup> supply to the Owner a copy of the Building Plans so submitted and sanctioned. The Developer shall, in case so required by the Owner, provide photocopies of all documents and receipts evidencing and/or relating to such plans.
- 8.3 **GREEN BUILDING FEES:** The entire incremental fees attributable to green building sanction payable to the concerned statutory <sup>authority</sup> shall be borne and paid by the Owner and save and except the same all other costs and expenses connected to sanction of Building Plans shall be borne and paid by the Developer.
- 8.4 **MODIFICATIONS & ALTERATIONS:** The Developer shall be entitled from time to time to cause modifications and alterations to the new 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 constructible area gets reduced, the Developer shall obtain the consent of the Owner in respect thereof.
- 8.5 **APPROVALS FOR DEVELOPMENT:** It is further clarified that ~~all~~ all actions, steps and permissions required to be taken as pre-condition of submission and sanction of the Building Plan [including but not limited to gift to KMC (if required)] shall be taken/obtained by the Developer and the Owner shall have no obligation or liability in this regard. Further, the Developer 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 carrying out the development at the Subject Property, including those required from Pollution Control Authority, Fire Service Authorities, Police Authorities, Municipal Authorities any other Statutory Authorities. The Developer shall also obtain necessary partial and/or full Completion/Occupancy Certificate from the Kolkata Municipal Corporation.
- 8.6 **SIGNATURE AND SUBMISSION:** The Owner shall sign, execute, submit and deliver all applications, undertakings, declarations, affidavits, plans, 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 approvals required to be obtained by the



Developer for commencing or carrying out the Development at the Subject Property and for obtaining any utilities and permissions thereat.

**PART III # DEMOLITION AND CONSTRUCTION:**

- 9.1 **DEMOLITION:** The Developer shall introduce demolishing contractors for selection by the Owner within 7 days of such introduction. The Owner may select its own demolishing contractors without considering the persons introduced by the Developer. The Developer shall monitor and supervise the demolition of all existing structures within the agreed timelines with the demolishing contractor and the Owner shall in no way be responsible for any demolition work. The cost of demolition and the amount realized against sale of debris shall be to the account of the Owner.
- 9.2 **CONSTRUCTION:** The Developer shall construct or cause to be constructed the New Building and other constructions at the Subject Property as per the Building Plans and erect and install the Common Amenities and Facilities in accordance with the specifications as mentioned in the **FOURTH SCHEDULE** hereto (or equivalent substitutes in quality/value thereof).
- 9.3 **AUTHORITY IN GENERAL:** The Developer shall have the sole and complete rights and obligations in respect of all aspects of development and construction including as follows:-
- 9.3.1 To deal with the Appropriate Authorities and other authorities and persons in all manner and for all purposes connected with the development or Transfer of the Building Complex or anyway connected therewith.
- 9.3.2 Subject to the terms of this Agreement, to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the Appropriate Authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the Subject Property or any portion thereof and/or for obtaining any utilities and permissions in accordance with law.
- 9.3.3 To represent the Owner before all Appropriate Authorities and Government and also all electricity, water, drainage, sewerage, technology driven and other service providers.

- 9.3.4 to procure (all building and construction materials, fittings, fixtures, common installations etc. (viz. steel, cement, sand, bricks, lift, water pump, sanitary fittings etc.), construction equipments and/or any type of machinery required (viz. crusher, mixer, tools etc.) for construction of the Building Complex.
- 9.3.5 to set up site office and storage spaces use any part of the existing buildings and structures for such purpose bring out brochures and other works in respect of the Building Complex for marketing of the Developer's Allocation.
- 9.3.6 to display the board/hoardings of its group companies at the site of the Subject Property at any time after the date of the Owner handing over possession of the Subject Property to the Developer till the date of completion of the Building Complex.
- 9.3.7 To obtain necessary partial and/or full Completion Certificate from the Kolkata Municipal Corporation.
- 9.4 **CONSTRUCTION TEAM:** The Architect for the Project (including the present one) shall be mutually decided by the Parties hereto. All other persons and 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. 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.
- 9.5 **UTILITIES:** The Developer shall 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.
- 9.6 **COMMON AREAS AND INSTALLATIONS:**








- 9.6.1 The Developer shall be entitled to erect, install and/or operationalize the Common Areas and Installations for the Building Complex in phases and gradually and until completion of the Building Complex, to allow or permit only provisional and/or partial use of any of the Common Areas and Installations and also to impose restrictions and conditions for the use of the Common Areas and Installations as may be approved by the Owners in writing and the Developer may charge, demand, receive or realize any Extras or Deposits in connection with any Common Areas and Installations.
- 9.7 **GOOD CONSTRUCTION:** The Developer shall construct erect and complete the Building Complex in a good and workman like manner and the Developer shall obtain necessary completion certificates in respect of such construction from the appropriate authorities or persons.
- 9.8 **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 and 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 land owner.
- 9.9 **NAME:** The name of the Project shall be such as the Developer may decide in consultation with the Owner.
- 9.10 **TIME FOR CONSTRUCTION:** Subject to the Owner not being in default in compliance of its obligations hereunder and subject to Force Majeure, the Developer shall:
- 9.10.1 cause the Building Plans to be sanctioned within the Total Sanctioning Time as mentioned in Clause 8.2 above;
- 9.10.2 cause commencement of construction within 30 days from the date of completion of the demolition of the existing building on the Subject Property in terms of Clause 9.1 above;
- 9.10.3 cause the Completion of Construction of the New Building within 36 (**thirty-six**) **months** from the date of sanction of Building Plans and the Owner delivering vacant and peaceful possession of the Subject Property to the Developer and completion of demolition work of the existing buildings and structures and clearing the site of all debris and material and there shall be an extended period of 6 (**six**) **months** beyond the time mentioned above (hereinafter/hereinbefore referred to as "the **Completion Date**").

- 9.11 **COMPLETION OF CONSTRUCTION:** The Developer shall construct, erect and complete the Units comprised in the Owner's Allocation in accordance with the agreed Specifications and shall construct, erect and complete the New Building (including the Common Areas And Installations therein) and obtain the Completion Certificate of the Kolkata Municipal Corporation in respect of the New Building with water supply, sewage connection, electrical installation [including pump, lifts with licenses of operation and generator with license of operation], electricity supply.
- 9.12 It is clarified that the elevation works and decoration and beautification works, landscaping works, pavements, permanent connections relating to the common amenities may be continued and carried out after Completion Date.
- 9.13 **INSPECTION:** At all times during construction of the New Building and till delivery of the Owner's Allocation to the Owner, the Owner shall, at its own cost and expenses, be entitled to engage 1 (one) qualified civil engineer and/or architect (**Owner's Consultant**) to inspect the construction thereof by prior appointment with the Project Architect and without disturbing or interfering in any development or construction work of the Project. In case the Owner's Consultant finds any defect or deficiency in construction of any portion of the New Building or the quality of materials used therein, he shall within 7 (seven) days inform the same in writing to the Developer and the Developer shall, through the Project Architect verify the authenticity of such comment and in case the same is found to be valid and reasonable by the Project Architect, the Developer shall cause to be rectified such defect and/or deficiency within 30 (thirty) days of such finding.

**PART-IV # COSTS OF CONSTRUCTION & CO-OPERATION AND ACCOMODATION:**

- 9.14 **COSTS OF CONSTRUCTION:** Unless otherwise expressly mentioned herein, all costs and expenses for Planning, preparation and sanctioning of Building Plans and Completion of Construction of the New Building in terms hereof and all other obligations of the Developer hereunder shall be borne and paid by the Developer.
- 9.15 **CO-OPERATION BY OWNER:** The Owner shall fully cooperate with and assist the Developer and shall sign execute register and deliver all papers, plans, affidavits, indemnities, undertakings, declarations, powers etc., as may be required by the Developer therefor and do all acts deeds and things as may be required by the Developer therefor and also for the purposes herein contained.



9.16 **ACCOMODATION DURING CONSTRUCTION:** The Owner shall before delivering vacant and peaceful possession of the Subject Property shift to any other accommodation of its choice at its own costs and expenses.

**ARTICLE VI# SECURITY DEPOSIT AND REFUND:**

**10. SECURITY DEPOSIT:**

10.1. The Developer shall deposit with the Owner a sum of Rs. 6,50,00,000/- (Rupees six crores fifty lakhs) only as and by way of Security Deposit (hereinafter referred to as "**Security Deposit**"). Except as otherwise specifically provided herein, the said Security Deposit shall be interest free.

10.1.1. Out of the said Security Deposit, a sum of Rs.4,00,00,000/- (Rupees four crores) only is being paid by the Developer to the Owner on or before the execution of this Agreement (the receipt whereof the Owner do hereby as also by the Receipt and Memo hereunder written admit and acknowledge).

10.1.2. Subject to <sup>there is</sup> ~~there is~~ being no delay or default in compliance of the obligations of the Owner hereunder and subject to the Subject Property meeting all the Assured Attributes, the balance amount of Security Deposit shall be paid by the Developer to the Owner as follows:-

- i) Rs.10000000/- (Rupees one crore) only within 31<sup>st</sup> May 2019 or within 30 days of compliance of all obligations of the Owner and ensuring the Assured Attributes being met, whichever be later;
- ii) Rs.10000000/- (Rupees one crore) only within 30<sup>th</sup> June 2019 or 30 days from the date of payment of the amount mentioned in clause 10.1.2(i) above whichever be later;
- iii) Rs. 5000000/- (Rupees fifty lakhs) only simultaneously upon the Owner delivering vacant and peaceful possession of the Subject Property to the Developer upon sanction of Building Plan in terms hereof.

10.2. **Refundable Deposit Amount:** The said Security Deposit shall be refunded by the Owner to the Developer out of the proceeds received from sale of the Security Units.

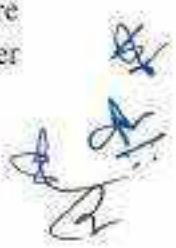
10.3. **Security:** As security for refund of the Security Deposit by the Owner to the Developer the Developer shall have a right of first <sup>charge</sup> ~~charge~~ in respect of the Security Units and/or the proceeds realized in respect of the Security Units. It is agreed between the parties in this regard as follows:-















10.3.1. The Security Units shall be Transferred by the Owner within 90 days of the sanction of Building Plans and registration with WB Housing Industry Regulation Act, failing which the same shall be Transferred by the Developer on behalf of the Owner and the sale consideration arising from such sale shall <sup>be</sup> deposited in a joint account operated by Mr. Narendra Kumar Poddar on behalf of the Owner and Mr. Dileep Singh Mehta on behalf of the Developer. Standing instructions shall be given in such bank account to transfer the balance arising in the same, to the <sup>bank</sup> account of the Developer until the entire Security Deposit amount stands satisfied. The said bank account shall be opened within 60 days from the date hereof.

10.3.2. On satisfaction of the Security Deposit, the signatory representing the Developer shall be removed from the said account and the account shall be operated by the representative of the Owner but the monies lying in the same shall not be drawn or transferred to any other account except same account linked fixed deposits bearing interest till Completion of Construction and such fixed deposits shall be deemed to be part of the charge envisaged in clause 10.3 above (hereinafter referred to as "the **Continuing Account Balance**").

#### ARTICLE VII # ALLOCATIONS, DEMARCATION AND IDENTIFICATION:

##### 11. AREAS AND ALLOCATION OF THE PARTIES AND IDENTIFICATION:

11.1. **Division of Building Complex:** It is agreed by and between the parties hereto that in the Building Complex, the Owner shall be entitled to and shall be allocated the Owner's Allocation and Developer shall be entitled to and shall be allocated the Developer's Allocation respectively as follows:

11.1.1 **Owner's Allocation:** Save and subject to the security of the Security Units and provisions relating thereto, the Owner shall be entitled to (1) 69% (sixty-nine percent) of the total carpet area of all Units and/or Transferable Areas comprised in the New Building/Building Complex (2) 69% of the Parking Spaces at the Building Complex/Subject Property (3) undivided, impartible and indivisible 69% share and/or interest in the Common Areas and Installations and (4) undivided, impartible and indivisible 69% share and/or interest in the land contained in the Subject Property.

11.1.2 **Developer's Allocation:** The Developer shall be entitled to (1) 31% (thirty-one percent) of the total carpet area of all Units and/or Transferable Areas comprised in the New Building/Building Complex (2) 31% of the Parking Spaces at the



Building Complex/Subject Property (3) undivided, impartible and indivisible 31% share and/or interest in the Common Areas and Installations and (4) undivided, impartible and indivisible 31% share and/or interest in the land contained in the Subject Property.

11.1.3. In this regard it is clarified that the ultimate roof of the New Building shall be part of the Common Areas and Installation and the Common Areas and Installations and all other Transferable Areas in the Building Complex shall belong to the Owner and the Developer in the Agreed Ratio.

## 11.2. IDENTIFICATION OF ALLOCATION:

11.2.1. Prior to submission of the Building Plans for sanction, the parties shall by mutual consent and on equitable basis identify (a) the location of the Units and (b) the location of the Parking Spaces and (c) <sup>The Owner's Allocation including</sup> the part or share of the Owner in the other Transferable Areas (if any), constituting the Owner's Allocation (including the Security Units) and the Developer's Allocation as per the Agreed Ratio. The allocation of Units shall be done on a floor wise as far as possible and practicable and on equitable basis. The location of Security Units shall be decided only after the Owner's choice of the Units that it intends to retain for actual use out of the Owner's Allocation.

11.2.2. In case upon sanction of the Building Plans, there is any change from the plans submitted which affects the identifications, the parties hereto shall suitably vary the identifications on mutually agreeable basis.

11.2.3. In case while making such identification Unit-wise and Parking Space wise, the exact allocable areas cannot be matched then for the differential area, the Owner shall pay or receive, as the case may be, at the then prevalent booking rates in the Building Complex simultaneously with the identification of allocation.

11.3. **OWNER'S ALLOCATION:** Those Units, number of parking spaces that are identified to be allocated to the Owner pursuant to clause 11.1.1 and 11.2 above together with proportionate undivided share in the land of the Subject Property and the relevant Common Areas and Installations attributable thereto shall be and constitute the Owner's Allocation and shall belong exclusively and absolutely to the Owner subject however to provisions contained herein in respect of the Security Units.

11.4. **DEVELOPER'S ALLOCATION:** Those Units, number of parking spaces that are identified to be allocated to the Developer pursuant to clause 11.1.2 and 11.2 above together with proportionate undivided share in the land of the Subject Property and the relevant Common Areas and Installations attributable thereto

shall be and constitute the Developer's Allocation and shall belong exclusively and absolutely to the Developer.

- 11.5. **CONFIRMATION:** The Parties shall from time to time sign such documents, confirmation and plans as may be required by the Developer in respect of the identification of the Owner's Allocation (including Security Units) and the Developer's Allocation already done by then.
- 11.6. **VARIATIONS:** In case due to any modification of the Building Plans the location, dimension or area of any part of any Unit or Parking Space comprised in the Owner's Allocation are required to be varied, the Developer shall be free to make such variation with the prior written approval of the Owner and the <sup>principles</sup> ~~principles~~ mentioned in <sup>Clause 11.2</sup> ~~11.2~~ shall apply mutatis mutandis to the variation of areas caused thereby.
- 11.7. **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 in respect of all the Units and other Transferable Areas in the Project shall be such as be determined by the Developer.
- 11.8. **ATTRIBUTABLE PROPORTION SHARE:** The proportionate share in land and in the Common Areas and Installations attributable to any Unit shall be determined by taking the ratio in which the carpet area of such Unit bears to the total carpet area of all the Units for the time being to contain in the New Building.
- 11.9. **DELIVERY OF UNITS COMPRISED IN THE OWNER'S ALLOCATION:** Upon Completion of Construction of the New Building, the Developer shall send a Notice of Completion (hereinafter referred to as "the **Notice of Completion**") to the Owner offering the Owner to take possession of the Owner's Allocation within 30 days and unless possession of the same is taken by the Owner earlier, the Developer shall be deemed to have discharged its obligations towards delivery of possession of the same upon expiry of such 30 days. The actual delivery of possession shall, however be subject to refund of the Security Deposit (if any due) and/or payment of any other amounts by the Owner in terms hereof.
- 11.10. **Defect Liability Period:** In case any defect in the construction of the Owner's Allocation or the Common Areas And Installations or any part thereof is brought to the notice of the Developer by the Owner within one year from the Completion of Construction, the Developer shall rectify the same within a reasonable period from receipt of such complaint.

**ARTICLE VIII # TRANSFER & REALIZATION:**



**12. TRANSFER OF INDIVIDUAL ALLOCATIONS:**

**12.1. TRANSFER OF THE OWNER'S ALLOCATION:**

12.1.1. Subject to the provisions contained in Clause 12.3 below, the Owner shall with effect from the date of sanction of Building Plans and identification of the allocation of the parties as aforesaid, be absolutely and exclusively entitled to Transfer the Owner's Allocations except the Security Units and receive and appropriate all consideration, proceeds and realizations (except Extras and Deposits) without any right, claim or interest therein whatsoever of the Developer. .

12.1.2. For the purpose of such Transfer contemplated in clause 12.1.1 above, the Owner shall be entitled to execute Agreements for Sale, Deeds of Conveyances and other deeds and documents in favour of the Transferees of Owner's Allocation and if necessary, register the same. In the event the Owner sells any part or portion of the Owner's Allocation, the Developer shall join the deeds of conveyances as a confirming party, through the authority delegated under the Owner's Power Of Attorney as mentioned in this Agreement. The dealings of the Owner with regard to the Owner's Allocation shall not, save and except as expressly provided under the Real Estate Laws, in any manner fasten or create any additional financial or monetary liabilities upon the Developer.

12.1.3. The Owner shall cause to be paid by the intending Co-owners of the Owner's Allocation, the Extras and Deposits in favour of Developer.

**12.2. TRANSFER OF THE DEVELOPER'S ALLOCATION:**

12.2.1. Subject to the provisions contained in Clause 12.3 below, the Developer shall with effect from the date of sanction of Building Plans and identification of the allocation of the parties as aforesaid, be absolutely and exclusively entitled to deal with, Transfer or part with possession of any part of the Developer's Allocation and receive and appropriate all consideration, proceeds and realization <sup>from</sup> its Co-owners without any interference or obstruction from the Owner and/or requiring any permission or consent from the Owner. The dealings of the Developer with regard to the Developer's Allocation shall not, save and except as expressly provided under the Real Estate Laws, in any manner fasten or create any additional financial or monetary liabilities upon the Owner.

12.2.2. The Owner do hereby accord its consent and authorization to the Developer to enter into the agreements and contracts with the prospective Co-owners

in respect of 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 agreeing and confirming, inter alia, the ~~power~~<sup>same</sup>.

12.2.3. The Owner also agrees and binds himself to execute and register the sale deeds and other instruments of transfer to complete the sale or transfer of the undivided shares in the land in favour of the prospective Co-owners as may be nominated by the Developer. The constituted attorney appointed by the Owner under the power/s of attorney being executed in terms hereof shall be entitled to represent the Owner for the purpose of such execution and registration, amongst others, subject to compliance of clause 12.3.1 of this Agreement by the parties.

12.2.4. All realizations, amounts and consideration, Extras and Deposits receivable by the Developer under any agreements, contracts and deeds in respect of 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.

**12.3. RIGHT TO TRANSFER ALLOCATIONS AND CONDITIONS GENERALLY AFFECTING THE SAME:** The Owner and the Developer shall be entitled to Transfer their respective Allocations to such person and at such price/consideration as they may respectively deem fit and proper Provided However That

12.3.1. The Developer shall not be entitled to deliver possession of or execute the Deed of Conveyance in respect of any Unit comprised in the Developer's Allocation in favour of the Transferee/s thereof before issuing the Notice of Completion in respect of the Owner's Allocation to the Owner.

12.3.2. The Security Units and the proceeds thereof shall be subject to and dealt with in accordance with the terms and conditions mentioned elsewhere herein.

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



- 12.3.4. The Developer shall be entitled to execute and/or make the Owner liable to execute any Deed of Conveyance in respect of any Unit, forming part of the Developer's Allocation in any New Building to any buyer/transferee thereof. The power of attorney to be executed by the Owner in favour of the Developer simultaneously herewith shall be deemed to contain the powers and authorities to the attorneys appointed thereunder to sign, execute and/or register such Deeds of Conveyance on behalf and as constituted attorney of the Owner.
- 12.3.5. The draft of agreements and deeds for the purpose of any Transfer shall be on a uniform format prepared by the Developer's Advocate with approval of the Owner's Advocate and shall, inter alia, contain similar provisions regarding matters of Common Purposes, common interest and enjoyment.
- 12.3.6. The sale of the unit may be done on uniform basis by both the Developer and the Owner i.e. on carpet area or on built up area or on super built up area and/or otherwise as the Developer may decide.
- 12.3.7. The Owner shall not make any commitment or enter upon any agreement or term which is or may be repugnant to or contrary to those contained or otherwise affects or prejudices the scope of the rights and obligations of the Developer hereunder:
- 12.4. **PUBLICITY:** The Developer shall have exclusive rights in respect of the advertisement and signages to be placed at the said premises and the New Building and the Developer shall be free to use its name logo or any other material as it deems fit and proper for the marketing and promotion. The Developer shall be entitled to advertise for Transfer of the Units, Parking Spaces and other saleable spaces/constructed areas in the Building Complex in all media.
- 12.5. **EXTRAS AND DEPOSITS:** All Extras and Deposits that may be agreed to be charged by the Developer directly from any Transferee shall be paid to the Developer directly by the Transferees of the Owner's Allocation (and by the Owner in respect of unsold areas therein) and the Developer's Allocation. Any Extras and Deposits that may be taken by the Developer from the Co-owners (including the Co-owners of the Owner's Allocation) shall be utilized exclusively by the Developer. The Developer shall be free to add or alter the particulars of Extras and Deposits as mentioned in the **FIFTH SCHEDULE** hereunder written. The Owner shall be liable to pay or cause to be paid by the Transferees, as the case may be, the applicable Extras and Deposits, within 30 days of receiving Notice of Completion (in terms of this Agreement) or at the time of taking possession thereof, whichever be earlier.

## 12.6. GOODS & SERVICE TAX AND TDS ETC.:

12.6.1. The parties shall respectively discharge statutory compliances in respect of TDS or Income Tax related compliances as well as Goods and Service Tax collections or payments and any other statutory compliance in respect of Transfer of their respective allocations.

12.6.2. The Owner will bear the Goods and Service Tax 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 Owner's Allocation and/or this Agreement.

## ARTICLE-IX # FORCE MAJEURE:

### 13. FORCE MAJEURE:

13.1. Notwithstanding anything elsewhere to the contrary contained in this Agreement, the parties hereto shall not be considered to be in default in performance of the 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 any event or combination of events or circumstances beyond the control of a Party, which cannot be prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement such as (a) Acts of God i.e. fire, draught, flood, earthquake, storm, lightning, epidemics and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs (not being any strike or lockout by agents or staff of the Developer or its appointee at the construction site), civil disturbances, curfew etc.; (d) Civil commotion, insurgency, war or enemy action or terrorist action; (e) Change in Law, Rules and Regulations and (f) injunctions, prohibitions, or stay granted by court of law, Arbitrator, Government, (f) any other event or circumstances beyond the reasonable control; not occasioned at the instance or due any laches and negligence of the Party committing the default. However, on happening of any of the events of Force Majeure (as mentioned above), the concerned Party shall within a reasonable time inform the other Party in writing.

13.2. **Saving Due to Force Majeure:** If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of Force Majeure, such Party shall be deemed not to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force



Majeure and communicated in writing to the other Party and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly.

#### ARTICLE X # COMMON PURPOSES

##### 14. COMMON PURPOSES:

14.1 The Owner, the Developer and Transferees of the Project shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed jointly by the Owner and the Developer and adopted for or relating to the Common Purposes. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer of their respective allocations or any part thereof, the Parties shall necessarily incorporate all rules, regulations restrictions and conditions framed as aforesaid.

##### 14.2 MAINTENANCE IN-CHARGE:

14.2.1 The parties shall comply with their respective obligations upon completion of the construction of the Complex and in compliance of the Real Estate Laws for formation of an Association for the Common Purposes by the Developer (which may be a Society or Company or Association or Co-operative Society as may be deemed proper and expedient) and till such time as the Association is formed the Developer or its nominee shall be in charge for the Common Purposes;

14.2.2 The expression "Maintenance-in-charge" shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and till such time the Association is formed and takes charge of the acts relating to the Common Purposes mean the Developer.

14.2.3 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.

#### ARTICLE XI # COVENANTS

##### 15. COVENANTS BY THE OWNER:

15.1. The Owner do hereby covenant with the Developer as follows:-

- 15.1.1. That with effect from the date of execution hereof, the Owner shall not deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.
- 15.1.2. 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. ~~However~~ Ramesh Kumar Kanoi and Shiv Kumar Kanoi (or their respective family members) shall always be Director/s and jointly have majority control of the board of directors. ~~as designated partners.~~ However any merger or demerger affecting the Owner Company and the Subject Property as its asset shall be subject to this agreement and the power of attorney to be executed in pursuance hereof and all acts, deeds and things done in pursuance hereof. Any demerged or merging entity holding the Subject Property shall be bound by this Agreement and the Power of Attorney to be executed in pursuance hereof and all acts, deeds and things done in pursuance hereof in the same manner and to the same extent as the Owner would have been bound. Such merging or demerging entity shall, at its costs and expenses, be bound to enter upon any further agreement or power of attorney.
- 15.1.3. 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.
- 15.1.4. That the Owner shall not interfere or hinder or cause any interference or hindrance in the sanction/modification/alteration of the Building Plans in terms hereof, construction and development at the Subject Property 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 nor make any claim whatsoever in any other part or portion of the Subject Property except the Owner's Allocation subject to the terms and conditions of this Agreement.
- 15.1.5. For all or any of the purposes contained in this agreement, the Owner shall render all assistance and co-operation to the Developer and sign execute and submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, no objections, disclaimers, releases, papers, documents, powers and



authorities as may be lawfully or reasonably required by the Developer from time to time.

15.1.6. The Owner shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement.

15.2. **COVENANTS BY THE DEVELOPER:** The Developer do hereby covenant with the Owner as follows:-

15.2.1. 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 not do or permit any act or omission contrary to the terms and conditions of this agreement in any manner.

15.2.2. 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.

15.2.3. The Developer shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement.

15.2.4. 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 but may enter upon a LLP or Company amongst each other and/or joint venture, collaboration, tie-up with any person. However Arjun Singh Mehta and Nikhil Karnani (or their respective family members) shall always be Designated Partner/s and Director/s and jointly have majority control of the board of directors or designated partners. However the obligations of the Developer hereunder shall not be affected in case of any joint venture, collaboration or tieup.

**ARTICLE XII # POWERS OF ATTORNEY AND OTHER POWERS:**

16. **POWERS BY OWNER:**

16.1. The Owner shall simultaneously with the execution of these presents execute and/or register one or more Powers of Attorney in favour of the Developer and/or the Developer' nominated persons being namely Mr. Arjun Singh Mehta and/or Mr. Nikhil Karnani (jointly and/or severally) or such other person as may be nominated from time to time granting all necessary powers and authorities to

effectuate and implement this agreement (including for preparation and sanction of Building Plans, construction and development of the Subject Property, Transfer of the Developer's Allocation and all share right title and interest of the Owner in the Developer's Allocation) and also otherwise under this agreement and agree ~~that~~ <sup>that</sup> ~~execute~~ <sup>shall subsist</sup> the same during the subsistence of this Agreement.

*[Handwritten initials and marks]*

16.2. While exercising the powers and authorities under the Power/s Of Attorney granted by the Owner as aforesaid, the Developer and/or its said nominees shall not do any such act, deed, matter or thing which would in any way infringe the rights of the Owner and/or go against the spirit of this Agreement and/or impose any financial or other liability upon the Owner (save as expressly agreed to herein).

16.3. 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 and agree ~~that~~ <sup>that</sup> ~~execute~~ <sup>shall subsist</sup> the same also during the subsistence of this Agreement.

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16.4. **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 undertake 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 undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.

16.5. The said power or powers of attorney to be so granted by the Owner to the Developer and/or its nominee/s shall be exercised jointly and/or severally by them and shall form a 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.

16.6. **Owner's Power Of Attorney:** Simultaneously herewith, the Developer shall grant to the Owner a specific Power of Attorney (**Owner's Power Of Attorney**) for the limited and specific purpose of acting on behalf of the Developer as a confirming party in any document of transfer of the Units comprised in the Owner's Allocation. While exercising the powers and authorities under the Owner's Power Of Attorney granted by the Developer as aforesaid, the Owner and/or its said nominees shall not do any such act, deed, matter or thing which would in any way infringe the rights of the Developer and/or go against the spirit of this Agreement

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and/or impose any financial or other liability upon the Developer (save as expressly agreed to herein).

**ARTICLE-XIII # MISCELLANEOUS:**

**17. MISCELLANEOUS:**

**17.1. FINANCE AND MORTGAGE:**

17.1.1. The Owner hereby agrees and permits the Developer to obtain loans and finance in respect of construction and development of the <sup>Building</sup> Complex or any part thereof limited to construction finance as per progress of construction and using the same only for the Project, from any Banks and/or the RBI recognized Financial Institutions and/or Non-Banking Financial Companies by mortgaging and charging the Developer's Allocation including the 31% share of land of the Subject Property comprised in the Developer's Allocation and collateral security of the original Title Deeds of the Subject Property deposited by the Owner as hereinbefore contained. It shall be mentioned in the loan document/s that the Owner's Allocation is not mortgaged or charged in respect of such finance. The Developer shall give written notice to the Owner giving details of the finance obtained by the Developer and the terms thereof. It is, however, clearly understood that the Owner shall at no point of time shall be responsible for any debts raised by the Developer towards construction finance and in case due to any non-payment or delay in payment of interest or principal amount by the Developer, the Owner suffers any loss, damage, cost, claim, demand, action or proceeding, the Developer shall indemnify and keep the Owner fully saved harmless and indemnified in respect thereof. The Developer and the Owner shall also be entitled to permit the Transferees of Units, Parking Spaces and other Transferable Areas comprised in their respective Allocation to take loans from any such Banks or Financial Institutions. However the Owner shall not be nor be made liable for refund of the loans in respect of the Developer's Allocation and the Developer shall not be nor be made liable for refund of the loans in respect of the Owner's Allocation.

17.1.2. The Owner agree from time to time to provide consents, confirmations and no objections or other documents as may be required for such mortgage or charge to be created by the Developer in respect of the Developer's Allocation alone and also agree to sign necessary loan and other agreements and power of attorney with the bankers or financiers in connection with the above.

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- 17.2. **PROPERTY TAXES AND OUTGOINGS:** All taxes and outgoings (including arrears) on account of municipal/property rates and taxes, land revenue, land tax, electricity charges and others shall be borne and paid by the Owner for the period upto delivery of possession of the Subject Property to the Developer and those arising for the period thereafter shall be borne and paid by the parties in the Agreed Ratio Provided That upon construction of the New Building, all taxes and outgoings in respect of the respective Allocations of the parties in such phase shall be borne paid and discharged by them/their Transferees respectively;
- 17.3. **NAME:** The name of the Building Complex shall be decided by the Developer in consultation with the Owner.
- 17.4. **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.
- 17.5. **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 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. The Developer shall be liable for any lapses or accident during construction of the Complex or in the workmanship as mentioned herein.
- 17.6. **PAPER PUBLICATION:** The Developer shall be entitled to cause publication in the newspapers inviting objection as part of the investigation of title.
- 17.7. **NO PARTNERSHIP OR AOP:** The Owner and the Developer have entered into this Agreement purely as a principal to principal 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.
- 17.8. **NOT A PRESENT TRANSFER:** Nothing in this Agreement is intended to or shall be construed as a transfer of possession of the Subject Property at present in favour of the Developer.



- 17.9. **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 occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.
- 17.10. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions, correspondence and agreements between the Parties, written oral or implied.
- 17.11. **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 endeavours to substitute for any invalid or unenforceable provision 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.
- 17.12. **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.
- 17.13. **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.

#### ARTICLE XIV # DEFAULTS AND CONSEQUENCES:

##### 18. **DEFAULTS AND TERMINATION:**

- 18.1. In case the Owner fail and/or neglect to make out and/or maintain a marketable title to the Subject Property or any part thereof free from all encumbrances with the Assured Attributes or in case the Owner fail 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 30 days

to remedy the default or breach and in case the Owner fail to remedy the same within such 30 days, the Owner shall be liable to pay interest @ 15% 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:-

18.1.1. 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 9.10.3 hereto. Such costs and expenses shall be paid/reimbursed by the Owner and the Developer shall have all rights to recover the same from the account to be maintained by the Owner as per clause 10.3.1 above;

18.1.2. To sue the Owner for specific performance of the contract;

18.1.3. To cancel the contract envisaged herein and in such event the consequences of Cancellation as envisaged in **Clause 18.3** shall be followed. The cancellation and calculation of damages suffered by the Developer shall be subject to determination by Arbitration in case objected to by the Owners.

18.2. **ADDITIONAL DEFAULT FOR DELAY IN VACATING:** In case the Owner fail to vacate the entirety of the Subject Property in the manner or within the stipulated period in clause 6.2 above, then in addition to and without prejudice to the applicability of interest and other rights and remedies of the Developer under clause 18.1 above, the Owner shall be liable to pay a sum of Rs.7,50,000/- (Rupees seven lakhs fifty thousand) only per month for the period of delay as additional pre-determined liquidated damages.

18.3. **CONSEQUENCES OF CANCELLATION:** In case the Developer cancels this Agreement, then notwithstanding anything elsewhere to the contrary contained in this Agreement the ~~following~~ <sup>as per clause 19.1 (iv) to 19.1 (v)</sup> consequences shall apply.

18.4. **Circumstances of Termination:** Save and except for the cancellation and revocation of this Agreement in the circumstances described in Clause 8.2 above by the Owner, any cancellation or termination by the Developer to cancel this Agreement shall be subject to determination by Arbitration if objected to by the other party.



- 18.5. **Liquidated Damages for Delay:** In case the Developer fails and/or neglects to comply with its obligations to construct the Owner's Allocation in the manner mentioned herein and within the Completion Date, then and in such event the Developer shall pay to the Owner pre-determined liquidated damages of Rs.10,00,000/- (Rupees ten lakhs only) per month or part thereof for the delay and in addition to the aforesaid shall pay all sum of money as are actually paid by the Owner or payable by the Developer directly to the Owner's Transferees as damages for such delay. If not paid by the Developer, the Owner shall be entitled to adjust/deduct such damages out of the unrefunded Security Deposit paid by the Developer. The Developer confirms that the said pre-determined liquidated damages have been mutually fixed by the Parties and is just and reasonable and the Developer shall not be entitled to dispute or challenge the same.
- 18.6. **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.

**ARTICLE-XV # ACQUISITION AND REQUISITION:**

19. **Acquisition and Requisition:**

- 19.1. Except as contained in clause <sup>19-2</sup> ~~19-1~~ hereto, in case the Subject Property and/or any portion thereof is acquired or is requisitioned by the Government or any other Appropriate Authorities hereafter but before construction of the New Building and issuance of Completion Certificate thereof by the Architect, then in that event the parties shall contest and challenge such acquisition. If however, acquisition or requisition becomes inevitable, then the Developer shall have the following options:-

- i) **Either** to exclude the portion or portions as may be the subject matter of such acquisition or requisition from being part of the Subject Property and to continue the Project in the balance portion. In case of any such exclusion, the Subject Property, the Subject Property shall be varied correspondingly and the Owner's Allocation shall be varied pro-rata and the compensation received in respect of the acquisition or requisition of the acquired portion shall belong to the parties in the ratio as be mutually agreed.

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- ii) **Or** to cancel this agreement in its entirety in which event the Consequences of Cancellation mentioned in Clause 18.3 shall apply and in addition the Developer shall be entitled to 31% of the compensation receivable. The compensation received/receivable by the Owner shall be charged towards the amounts receivable by the Developer.
- iii) The right of the Owner in the Owner's Allocation shall ipso facto stand cancelled with immediate effect;
- iv) The Security Deposit Amount and all other amounts on any account paid or incurred by the Developer on the Subject Property or any part thereof including on its planning or development or otherwise together with interest @15% per annum and all interest compensation and damages that may be payable to any Transferee owing to such cancellation, shall immediately and in any event within 30 days of being demanded by the Developer, become refundable by the Owner to the Developer;
- v) Upon the refund and payment of the amounts mentioned in the last preceding sub-clause (iv), the cancellation shall take effect.

19.2. **Acquisition and Requisition after completion of the New Building:** In case the Subject Property is acquired or requisitioned after construction of the New Building, then the compensation receivable or apportioned for the Owner's Allocation shall belong to the Owner and all other compensation shall be received by the Developer.

**ARTICLE-XVI # NOTICES, ARBITRATION AND JURISDICTION:**

20. **NOTICES:**

20.1. 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 despatch 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.

20.2. **ARBITRATION:** All disputes and differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/ or the Subject Property or any part thereof or determination of any liability shall be referred to arbitration of such person as may be appointed by the Parties by mutual consent (hereinafter referred to as "the **Arbitration Tribunal**") and the same shall be deemed to be a reference



within the meaning of the Arbitration and Conciliation Act 1996 or any other statutory modification or enactment for the time being in force. In connection with the said arbitration, the parties have agreed and declared as follows:

- 20.2.1. The Arbitration Tribunal shall have summary powers and will be entitled to lay down their own procedure.
- 20.2.2. The Arbitration Tribunal will be at liberty to give interim orders and/or directions.
- 20.2.3. The Arbitration Tribunal will be at liberty to award compensation without being liable to assign any reason therefore and the parties have agreed not to challenge the authority of the Arbitrators in awarding such compensation.
- 20.2.4. The parties agree to abide by all their directions and/or awards and not to challenge the same in any manner whatsoever or howsoever.
- 20.3. **JURISDICTION:** Only the Courts having territorial jurisdiction over the Subject Property and/or the Calcutta High Court 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.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**  
**(SUBJECT PROPERTY)**

**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 1 Bigha 8 Chittack and 25 Square Feet more or less situate lying at and being premises No. 4 Hastings Park Road, Kolkata-700027 under Police Station Alipore 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 Belvedere Road.

**ON THE SOUTH:** Partly by Premises No. 22/1 Belvedere Road and partly by 4A Hastings Park Road.

**ON THE EAST :** By 22/1 Belvedere Road; and

**ON THE WEST:** By Hastings Park Road.

**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 area of the rooms and structures on the Subject Property is 12000 Square feet more or less.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(REPRESENTATIONS AND WARRANTIES ON TITLE BY THE OWNER)**

**WHEREAS:**

1. By an Indenture of Conveyance dated the 30<sup>th</sup> December 1960 and registered with the Registrar of Assurances, Kolkata in Book No. I Volume No. 67 Pages 55 to 61 Being No.1914 for the year 1961, the said Kanoi Estates Private Limited for the consideration therein mentioned sold conveyed and transferred unto and to one Ganeshbari Tea Company Private Limited **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 1 Bigha 15 Cottahs 4 Chittack and 23 Square Feet more or less situate lying at and being Premises No. 4 Hastings Park Road, Calcutta-700027 under Police Station Alipore in the District of South 24 Parganas hereinafter referred to as "the **Larger Property**", absolutely and forever.
2. By an Indenture of Conveyance dated 28<sup>th</sup> day of March 1969 and registered with Registrar of Assurance, Kolkata in Book I Volume No. 70 Pages 45 to 53 Being No. 1512 for the year 1969 the said Ganeshbari Tea Company Private Limited for the consideration therein mentioned sold conveyed and transferred unto and to the Owner hereto All That the Larger Property absolutely and forever.
3. By Sale Deed dated 14<sup>th</sup> June 2005 and registered with Registrar of Assurances-I, Kolkata in Book I Volume No. I Pages 1 to 15 Being No. 6551 for the year 2005 the Vendor hereto for the consideration therein mentioned sold conveyed and transferred unto and to one Tushita Builders Private Limited All That a divided and demarcated portion measuring 14 Cottahs 11 Chittacks 43 Square feet out of the Larger Property absolutely and forever









4. Pursuant to the sale deed as aforesaid, the divided and demarcated portion so sold was renumbered by the Kolkata Municipal Corporation as 4A, Hastings Park Road, Kolkata and the remaining portion being the Subject Property continued to be numbered as 4 Hastings Park Road, Kolkata.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(TENTATIVE LIST OF COMMON AREAS AND INSTALLATIONS)**

**I. Common Areas and Installations :**

- 1.1.1 Two staircases, landings, entrance lobby and stair-cover on the ultimate roof.
- 1.1.2 Concealed electrical wiring and fittings and fixtures for lighting the staircases, landings and lobbies, air-conditioned main entrance lobby on ground floor and other Common Areas and Installations.
- 1.1.3 Two high speed automatic lifts (of 8 to 10 passengers each) and one service lift all of Kone or equivalent make.
- 1.1.4 Transformer, sub-station and spaces required therefor, Electrical installations with main switch and meter room.
- 1.1.5 Municipal Water supply.
- 1.1.6 Deep tube-well.
- 1.1.7 Underground water reservoir and water pump and water distribution pipes to the overhead water tank and from overhead water tank connecting to different Units and Common Areas.
- 1.1.8 Water waste and sewerage evacuation pipes from the Units to the STP of the building and from STP to the municipal drain.
- 1.1.9 Acoustic DG Set and space for installation of the same having capacity of full power back up to run lifts, pumps and for common lighting.
- 1.1.10 Driveways.
- 1.1.11 Fire fighting system with sprinklers, alarms and smoke detectors and reservoir and fire pump room.
- 1.1.12 Sludge pump and connections and space therefor.



- 1.1.13 Building Management System.
- 1.1.14 Water Filtration Plant.
- 1.1.15 Garbage Recycling Unit.
- 1.1.16 Common Roof subject to the exceptions and reservations.
- 1.1.17 Solar Panels on the ultimate roof on the front side of the building, if installed
- 1.1.18 Intercom connectivity from each Unit to main security and from Unit to Unit.
- 1.1.19 Common washrooms on the Ground Floor.
- 1.1.20 Room for Caretaker/Drivers/Maintenance In-charge on the Ground Floor.
- 1.1.21 Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of the Building Complex.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(SPECIFICATIONS IN RESPECT OF THE UNIT/S COMPRISED IN THE**  
**OWNER'S ALLOCATION AND THE NEW BUILDING)**

- 2.1 Structure: The building shall be constructed with RCC framed in accordance with the plan and drawing prepared by the Architects and sanctioned by the Kolkata Municipal Corporation.
- 2.2. Elevation : Modern Aesthetic Elevation as per the Architects.
- 2.3. Lobbies and Staircases:
  - 2.3.1 Well decorated air-conditioned Ground Floor lobby and flooring mix of high end marbles with inlay work and lifts wall panel clad in Italian marble;
  - 2.3.2 Marbles/vitrified tiles in each upper Floor lobby;
  - 2.3.3 Restile or equivalent in staircases.
- 2.4. Unit:
  - 2.4.1 Flooring : Italian marble in all bedrooms, living and dining space room and anti-skid vitrified tiles in toilets;



- 2.4.2 Internal Wall: Conventional brickwork with cement putty;
- 2.4.3 Bathrooms : Ceramic Wall tiles on walls up to door height, marble/ granite counter top for wash basin, CP fittings and sanitary ware of TOTO/ Duravit or equivalent range, and provision for hot and cold water line;
- 2.4.4 Doors : Main - Wooden panel polished with brass decorative handles and night latch of Godrej or equivalent or eye piece;
- 2.4.5 Internal-Polished solid core flushed panels, filled with handles, door stoppers etc.;
- 2.4.6 Flush Door in toilets;
- 2.4.7 Windows : UPVC openable or sliding with glass panes;
- 2.4.8 Electrical : PVC conduit pipe, concealed copper wiring of Havell's or equivalent with central MCB/RCB of repute brand;
- 2.4.9 AC points in living, dining and all bedrooms;
- 2.4.10 Pre-fitted ledge for fitting VRV AC units for maintaining elevation ethics; cable TV and Telephone points in living, dining and bedrooms;
- 2.4.11 Modular switches of repute high end brands (Schneider or equivalent)
- 2.4.12 Video door Phone.
- 2.4.13 Power back-up : 100% power back-up load (at extra cost).

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(EXTRAS AND DEPOSITS):**

3. EXTRAS shall include:
- 3.1 Electric connection to the New Building for the payment made to CESC Limited for providing HT/LT line, Transformer, Electric Sub-Station, LT Panel, Capacitor Bank, expenses for cabling, ancillary equipment etc.
- 3.2 One-time payment of the costs, charges and expenses for Generator.
- 3.3 In addition to the above specified amounts, the Transferee shall also pay to the Developer or as the Developer may require, the following amounts:-



- 3.4 Proportionate share of any costs charges and expenses for setting up or providing any additional or extra common area or installation in variation and/or addition to those mentioned in the **THIRD SCHEDULE** hereinabove written.
- 3.5 All stamp duty, registration fees and allied expenses on execution and registration of the proposed Agreement and of the Deed of Conveyance and other documents to be executed and/or registered in pursuance thereof. *payable by the transferee of Developer's Allocation.*
- 3.6 Any existing or future Goods and Service Tax or any other statutory charges/levies, impositions or levies by any name called, if applicable and payable on this transaction or the construction (other than payable by the Developer to its contractors, consultants and agents) and/or transfer of the respective Unit payable by the Transferee in respect of the respective Unit.
- 3.7 All taxes, levies, betterment fees, development charges etc., under any statute rules and regulations on the Subject Property and/or the respective Unit and/or the New Building and/or the New Building or on the construction or transfer of the respective Unit envisaged hereunder payable by the Transferee wholly if the same relates to the respective Unit and otherwise proportionately.

It is clarified that the Developer may charge legal fees in respect of the Developer's Allocation as part of the Extras and Deposits payable by the Transferees of the Developer's Allocation and the Owner may charge legal fees in respect of the Owner's Allocation separately without affecting the liability in respect of the other Extras and Deposits towards the Developer.

4. **DEPOSITS** (which shall be interest free) shall include:

- 4.1 The Transferee shall deposit and/or keep deposited with the Developer/Maintenance In-charge towards Deposit, free of interest, to remain in deposit with the Developer to meet therefrom, in the event of default by the Transferee, in making payment of the maintenance charges and proportionate liability towards the other Common Expenses, municipal and other rates and taxes or any other outgoing relating to the respective Unit.
- 4.2 The Transferee shall pay to the Developer a non refundable deposit towards provisional Sinking fund to meet therefrom such expenses as be necessary or incidental for the maintenance upkeep and running of the Common Areas and Installations.

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

EXECUTED AND DELIVERED by the abovenamed OWNER at Kolkata in the presence of:

*Ramesh Kumar Kanoji*  
225 C A J C ROSE ROAD  
KOLKATA 700020

ABHISHEK GANERIWALA  
2A RONALD SHAY ROAD  
KOLKATA 700027

EXECUTED AND DELIVERED by the abovenamed DEVELOPER at Kolkata in the presence of:

*Ramesh Kumar Kanoji*  
*Abhishek Ganeriwala*

For SREE KAMAKHYA TEA CO. PVT. LTD.

*Ramesh Kanoji*

Director

(RAMESH KUMAR KANOJI)

For SREE KAMAKHYA TEA CO. PVT. LTD.

*Shiv Kanoji*  
Director

(SHIV KUMAR KANOJI)

ISHA MULTICON HOMES LLP

*Dinkar Karwan*  
Original Partner  
(DINKAR KARWAN)

ISHA MULTICON HOMES LLP

*Arjun Mehta*  
Original Partner

(ARJUN SINGH MEHTA)

**RECEIPT AND MEMO OF CONSIDERATION**

Received from the within named Developer the within mentioned sum of Rs. 4,00,00,000/- (Rupees four crores only) towards part payment of the Security Deposit as follows:-

**MEMO OF CONSIDERATION**

S.L No.	By or out of UTR/Cheque Numbers	Date	Bank & Branch	Amount (Rs.)
1.	HDFCR52019033071854001	30.03.2019	HDFC Bank, Dr. U.N.Brahmachari Street Branch	2,50,000/-
2.	HDFCR52019033071854643	30.03.2019	HDFC Bank, Dr. U.N.Brahmachari Street Branch	1,50,00,000/-
3.	HDFCR52019033071864011	30.03.2019	HDFC Bank, Dr. U.N.Brahmachari Street Branch	22,50,000/-
4.	000866	30.03.2019	HDFC Bank, Dr. U.N.Brahmachari Street Branch	25,00,000/-
5.	HDFCR52019033071866323	30.03.2019	HDFC Bank, Camac Street Branch	1,50,00,000/-
6.	HDFCR52019033071885243	30.03.2019	HDFC Bank, Camac Street Branch	2,50,000/-
7.	HDFCR52019033071883542	30.03.2019	HDFC Bank, Camac Street	22,50,000/-

*Handwritten signature and initials*



			Branch		
8.	002331	30.03.2019	HDFC Camac Branch	Bank, Street	<u>25,00,000/-</u>
<b>Total:</b>					<b><u>4,00,00,000/-</u></b>

(Rupees four crores only)

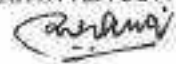
WITNESSES:

*Jayant Kumar Padhan*  
225 C A J C Bose Road  
KOLKATA - 700020

ABHISHEK GANERIWALA  
2A RONALD SHAY ROAD  
KOLKATA 700027

*Abhishek Ganeriwala*

For SREE KAMAKHYA TEA CO. PVT. LTD.



Director

For SREE KAMAKHYA TEA CO. PVT. LTD.



Director

Drafted by me:

*Pratik Bagon* Advocate  
C/o DSP Law Associates, Advocates  
4D, Nicco House, 1B Hare Street,  
Kolkata-700001  
11/11/2019





*Finger prints of the executant*



Little	Ring	Middle (Left Hand)	Fore Hand	Thumb
Thumb	Fore	Middle (Right Hand)	Ring Hand	Little

*Finger prints of the executant*



Little	Ring	Middle (Left Hand)	Fore Hand	Thumb
Thumb	Fore	Middle (Right Hand)	Ring Hand	Little

*Finger prints of the executant*



Little	Ring	Middle (Left Hand)	Fore Hand	Thumb
Thumb	Fore	Middle (Right Hand)	Ring Hand	Little

*Finger prints of the executant*



D. Sharma



Little

Ring

Middle

Fore

Thumb

(Left Hand)



Thumb

Fore

Middle

Ring

Little

(Right Hand)







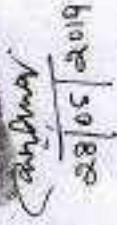



Government of West Bengal

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

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

Signature / LTI Sheet of Query No/Year 19040000672681/2019

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	Ramesh Kumar Kanoi 4, Hastings Park Road, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027	Representative of Land Lord [SREE KAMAKH YA TEA COMPAN Y PVT LTD]		 4095	 28/05/2019
Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr ABHISHEK GANERIWALA Son of RAVINDRA KUMAR GANERIWALA 2A, RONALDSHAY ROAD, P.O:- ALIPORE, P.S:- Alipore, District:- South 24-Parganas, West Bengal, India, PIN - 700027	Ramesh Kumar Kanoi, Shiv Kumar Kanoi, Arjun Singh Mehta, Nikhil Kamani		 4095	 28/05/2019

(Tridip Misra)

ADDITIONAL REGISTRAR  
OF ASSURANCE

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

Kolkata, West Bengal



**आयकर विभाग**  
INCOME TAX DEPARTMENT



**भारत सरकार**  
GOVT. OF INDIA

ई- स्थायी लेखा संख्या कार्ड  
**e - Permanent Account Number (e-PAN) Card**  
AACFI9115L

नाम / Name	ISHA MULTICON HOMES LLP		
निष्पन्न/पंजन की तारीख Date of Incorporation / Formation	29/10/2009		
		<b>Signature valid</b> Digitally signed by Income Tax PAN Service Unit, MOU of Government of India Date: 2010.10.29 15:32:30 +05'30' Reason: I am the PAN Sign Location: New Delhi	

- Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, tax demand tax arrears, matching of information and easy maintenance & retrieval of electronic information etc. relating to a taxpayer. स्थायी लेखा संख्या (पैन) एक करदाता से संबंधित विभिन्न दस्तावेजों को जोड़ने में आयकर विभाग को सहायक होता है, जिसमें करों के भुगतान, आकलन, कर मांग, देयता बकाया, सूचना के विनिमय और इलेक्ट्रॉनिक दस्तावेजों का अंशानुसंधान व सहायता आदि भी शामिल है।
- Quoting of PAN is now mandatory for several transactions specified under Income Tax Act, 1961 (Refer Rule 114B of Income Tax Rules, 1962) आयकर अधिनियम, 1961 के तहत निर्दिष्ट कई लेनदेन के लिए स्थायी लेखा संख्या (पैन) का उद्धृत अब अनिवार्य है (आयकर नियम, 1962 के नियम 114B, का संदर्भ लें)
- Processing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000. एक से अधिक स्थायी लेखा संख्या (पैन) का प्रयोग या उपयोग करना, कानून के विरुद्ध है और इसके लिए 10,000 रुपये तक का दंड लगाया जा सकता है।
- The PAN Card enclosed contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App on Google Play Store is "Enhanced QR Code Reader for PAN Card". स्थायी पैन कार्ड में एडवेंसड क्यूआर कोड शामिल है जो एक विशिष्ट एंड्रॉइड मोबाइल ऐप द्वारा पढ़ाया जा सकता है। Google Play Store पर इस विशिष्ट मोबाइल ऐप को खोजने के लिए कीवर्ड "Enhanced QR Code Reader for PAN Card" है।

<p><b>आयकर विभाग</b> INCOME TAX DEPARTMENT</p> <p>स्थायी लेखा संख्या कार्ड Permanent Account Number Card</p> <p><b>AACFI9115L</b></p> <p>नाम / Name ISHA MULTICON HOMES LLP</p> <p>निष्पन्न/पंजन की तारीख Date of Incorporation / Formation 29/10/2009</p>	 <b>भारत सरकार</b> GOVT. OF INDIA	<p>यह कार्ड के सभी/सभी से प्रयोग सुदृढ़ को, कानून के विरुद्ध है, जो एक विशेष एंड्रॉइड मोबाइल ऐप द्वारा पढ़ाया जा सकता है।</p> <p>यदि इस कार्ड के साथ/संबंधित दस्तावेजों को लिंक करने के लिए, कृपया कृपया / कृपया।</p> <p>Income Tax PAN Service Unit, MOU, 150 Floor, Market Building, Plot No. 141, Sector No. 9/10, Model Colony, New Delhi, Delhi-110 016.</p> <p>For any further queries, you may contact us at e-mail: <a href="mailto:taxpan@india.gov.in">taxpan@india.gov.in</a></p>	
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**ISHA MULTICON HOMES LLP**

*D. K. Sharma*  
**Partner**



वर्तमान खाते संख्या / PERMANENT ACCOUNT NUMBER  
AAECS4245E

कंपनी का नाम  
SREE KAMAKHYA TEA COMPANY PVT LTD

स्थापना/संस्थापित की तिथि / DATE OF INCORPORATION/FORMATION  
22-12-1944

  
अधीनस्थ संख्या - १४ - XI  
COMMISSIONER OF INCOME-TAX, W.B. - XI

For SREE KAMAKHYA TEA CO. PVT. LTD.

Director

For SREE KAMAKHYA TEA CO. PVT. LTD.

*Shiv Kumar Kanou*

Director



Shiv Kumar Kanoi  
30/3/19.





आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

NIKHIL KARNAM  
MAHESH KARNAM

25/06/1984  
Permanent Account Number  
AKNPK3653L

Signature



In case this card is lost / stolen, kindly inform / report to  
Income Tax PAN Services Unit, T. F. 152,  
Plot No. 1, Sector 11, CBD Belapur,  
New Mumbai - 400 614.

यदि यह कार्ड खोया / चुराया गया है, तो कृपया  
आयकर सेवा इकाई, टी. एफ. 152,  
प्लॉट नं. 1, सेक्टर 11, सी.बी.डी. बेलपुर,  
नयी मुंबई - 400 614, को सूचित करें।

N. Karnam  
30/03/19



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

RAMESH KUMAR KANOI

JAIDEO PRASAD KANOI

20/01/1948

Permanent Account Number

ALJPK2298J

Signature



19122012





भारत सरकार  
GOVERNMENT OF INDIA



शिव कुमार कनोर

Shiv Kumar Kanor

जन्मदिनांक / DOB: 26/02/1960

पुरुष / MALE



9422 2564 1826

आमार आधार, आमार परिचय

*Shiv Kumar Kanor*

*28/2/19*



भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ठिकाना:

8, हस्तिंग्स पार्क रोड, अलिपोर,  
कोलकाता,  
पश्चिम बंगाल - 700027

Address

4, HASTINGS PARK  
ROAD, Allpore H.O,  
Kolkata,  
West Bengal - 700027

9422 2564 1826

1447  
1800 300 1247

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947,  
Bangalore-560 091

*Shiv Kumar Kanor*

*30/2/19*





भारत सरकार  
GOVERNMENT OF INDIA



अजुन सिंह मेहरा

Ajun Singh Mehra

आवृत्ति / DOB: 10/12/1986

पुरुष / MALE



9393 6391 0859

आधार - सामाजिक भरणेस्य अधिकार

Signature: *Ajun Singh Mehra*

Date:

Purpose:

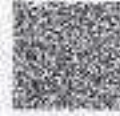
Not to be used for any other Purpose



भारत-सरकार  
GOVERNMENT OF INDIA



निकिल करमणी  
Nikhil Kamani  
अनाक्षरित्य./ DOB: 29/06/1984  
पुंलप / MALE



9476 9669 0566

आधार-संघालन मानुखर अधिकार



संघालन विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ठिकाना:

1, अक्लान्ड स्क्वोर, आर्टस  
स्टेडिउ, कोलकाता,  
पश्चिम बंग - 700017

Address:

1, AUCKLAND SQUARE, ARTS  
STADIUM, KOLKATA,  
West Bengal - 700017

9476 9669 0566

Aadhaar-Aam Admi ka Adhikar

N. Kamani  
30/03/19





ভারত সরকার  
Government of India



অভিষেক গনেশ্বরওয়ালা  
Abhishek Ganerwala  
পিতা : রবিন্দ্র কুমার গনেশ্বরওয়ালা  
Father: Ravindra Kumar Ganerwal  
নয়তরিকা / DOB : 25/10/1968  
পুংস / Male



9040 3087 8434

আধার - সাধারণ মানুষের অধিকার



ভারতীয় পরিচয় পরিচয়-প্রাধিকার  
Unique Identification Authority of India

ঠিকানা:  
খাতা ভবন, 23 রোনাড স্ট্রিট  
রোড, আলিপুর, কোলকাতা,  
আসীশপুর, পশ্চিম বঙ্গ, 700027

Address  
KHATAU BHAVAN, 2A RONALD  
SHAY ROAD, Alipore, Kolkata,  
Alipore, West Bengal, 700027

9040 3087 8434

1947  
800 300 1947

1947  
1947@uidai.gov.in

1947  
www.uidai.gov.in

Abhishek Ganerwala

### Major Information of the Deed

Deed No :	I-1904-05446/2019	Date of Registration	29/05/2019
Query No / Year	1904-0000672681/2019	Office where deed is registered	
Query Date	27/04/2019 4:41:07 PM	A.R.A. - IV KOLKATA, District Kolkata	
Applicant Name, Address & Other Details	ISHA MULTICON HOMES LLP 52A, Shakespeare Sarani, Thana : Beniapukur, District : Kolkata, WEST BENGAL, PIN - 700017, Mobile No. : 7278493074, Status : Buyer/Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4310] Other than Immovable Property, Security Bond [Rs : 6,50,00,000/-], [4311] Other than Immovable Property, Receipt [Rs : 6,50,00,000/-]		
Set Forth value	Market Value		
	Rs. 21,69,21,746/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,171/- (Article:48(g))	Rs. 6,50,112/- (Article:E, E, E, B, M(a), M(b), I)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip. (Urban area)		

#### Land Details :

District: South 24-Parganas, P.S.- Alipore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Hastings Park Road, Premises No: 4, , Ward No: 074 Pin Code : 700027

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	1 Bigha 8 Chatak 25 Sq Ft		20,93,22,746/-	Property is on Road
<b>Grand Total :</b>				<b>33.8823Dec</b>	<b>0/-</b>	<b>2093,22,746/-</b>	

#### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	12000 Sq Ft	0/-	75,99,000/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 3800 Sq Ft, Residential Use, Mosaic Floor, Age of Structure: 43 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 3100 Sq Ft, Residential Use, Mosaic Floor, Age of Structure: 43 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 2, Area of floor : 3100 Sq Ft, Residential Use, Mosaic Floor, Age of Structure: 43 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 3, Area of floor : 2000 Sq Ft, Residential Use, Mosaic Floor, Age of Structure: 43 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
<b>Total :</b>		<b>12000 sq ft</b>	<b>0/-</b>	<b>75,99,000 /-</b>	

Major Information of the Deed :- I-1904-05446/2019-29/05/2019





















**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>SREE KAMAKHYA TEA COMPANY PVT LTD</b> 4, Hastings Park Road, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027 , PAN No.:: AA ECS4245E, Status :Organization, Executed by: Representative, Executed by: Representative

**Developer Details :**




Sl No	Name,Address,Photo,Finger print and Signature
1	<b>ISHA MULTICON HOMES LLP</b> 52A, Shakespeare Sarani, P.O:- Shakespeare Sarani, P.S:- Beniapukur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 , PAN No.:: AACF19115L, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature												
1	<b>Ramesh Kumar Kanoi</b> Son of Late Jaideo Prasad Kanoi 4, Hastings Park Road, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALJPK2298J Status : Representative, Representative of : SREE KAMAKHYA TEA COMPANY PVT LTD (as Director)												
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td><b>Shiv Kumar Kanoi</b> Son of Late Jaideo Prasad Kanoi Date of Execution - 30/03/2019, , Admitted by: Self, Date of Admission: 20/05/2019, Place of Admission of Execution: Office</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>May 20 2019 4:16PM</td> <td>LTI 20/05/2019</td> <td>20/05/2019</td> </tr> </tbody> </table> <p>4, Hastings Park Road, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFDPK0943C Status : Representative, Representative of : SREE KAMAKHYA TEA COMPANY PVT LTD (as Director)</p>	Name	Photo	Finger Print	Signature	<b>Shiv Kumar Kanoi</b> Son of Late Jaideo Prasad Kanoi Date of Execution - 30/03/2019, , Admitted by: Self, Date of Admission: 20/05/2019, Place of Admission of Execution: Office					May 20 2019 4:16PM	LTI 20/05/2019	20/05/2019
Name	Photo	Finger Print	Signature										
<b>Shiv Kumar Kanoi</b> Son of Late Jaideo Prasad Kanoi Date of Execution - 30/03/2019, , Admitted by: Self, Date of Admission: 20/05/2019, Place of Admission of Execution: Office													
	May 20 2019 4:16PM	LTI 20/05/2019	20/05/2019										
3	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td><b>Arjun Singh Mehta (Presentant)</b> Son of Dileep Singh Mehta Date of Execution - 30/03/2019, , Admitted by: Self, Date of Admission: 20/05/2019, Place of Admission of Execution: Office</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>May 20 2019 4:17PM</td> <td>LTI 20/05/2019</td> <td>20/05/2019</td> </tr> </tbody> </table> <p>Mansoravar Building, 3B, Camac Street, P.O:- Park Street, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700016, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALUPM9955B Status : Representative, Representative of : ISHA MULTICON HOMES LLP (as Designated Partner)</p>	Name	Photo	Finger Print	Signature	<b>Arjun Singh Mehta (Presentant)</b> Son of Dileep Singh Mehta Date of Execution - 30/03/2019, , Admitted by: Self, Date of Admission: 20/05/2019, Place of Admission of Execution: Office					May 20 2019 4:17PM	LTI 20/05/2019	20/05/2019
Name	Photo	Finger Print	Signature										
<b>Arjun Singh Mehta (Presentant)</b> Son of Dileep Singh Mehta Date of Execution - 30/03/2019, , Admitted by: Self, Date of Admission: 20/05/2019, Place of Admission of Execution: Office													
	May 20 2019 4:17PM	LTI 20/05/2019	20/05/2019										

Major Information of the Deed :-I-1904-05446/2019-29/05/2019



4	Name	Photo	Finger Print	Signature
	<b>Nikhil Karnani</b> Son of Mahesh Karnani Date of Execution - 30/03/2019, , Admitted by: Self, Date of Admission: 20/05/2019, Place of Admission of Execution: Office	 <small>May 20 2019 4:15PM</small>	 <small>L1 20/05/2019</small>	 <small>20/05/2019</small>
52A, Shakespeare Sarani, P.O:- Shakespeare Sarani, P.S:- Beniapukur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, , PAN No. : AKNPK3653L Status : Representative, Representative of : ISHA MULTICON HOMES LLP (as Designated Partner)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr ABHISHEK GANERIWALA</b> Son of RAVINDRA KUMAR GANERIWALA 2A, RONALDSHAY ROAD, P.O.- ALIPORE, P.S:- Alipore, District:-South 24- Parganas, West Bengal, India, PIN - 700027	 <small>20/05/2019</small>	 <small>20/05/2019</small>	 <small>20/05/2019</small>
Identifier Of Ramesh Kumar Kanoi, Shiv Kumar Kanoi, Arjun Singh Mehta, Nikhil Karnani			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	SREE KAMAKHYA TEA COMPANY PVT LTD	ISHA MULTICON HOMES LLP-33.8823 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	SREE KAMAKHYA TEA COMPANY PVT LTD	ISHA MULTICON HOMES LLP-12000.00000000 Sq Ft.

**Endorsement For Deed Number : I - 190405446 / 2019**

**On 20-05-2019**

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

Presented for registration at 16:09 hrs on 20-05-2019, at the Office of the A.R.A. - IV KOLKATA by Arjun Singh Mehta

**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 21,69,21,746/-

Major Information of the Deed :- I-1904-05446/2019-29/05/2019



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

Execution is admitted on 20-05-2019 by Shiv Kumar Kanoi, Director, SREE KAMAKHYA TEA COMPANY PVT LTD (Private Limited Company), 4, Hastings Park Road, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027

Indetified by Mr ABHISHEK GANERIWALA, , Son of RAVINDRA KUMAR GANERIWALA, 2A, RONALDSHAY ROAD, P.O. ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

Execution is admitted on 20-05-2019 by Arjun Singh Mehta, Designated Partner, ISHA MULTICON HOMES LLP (LLP), 52A, Shakespeare Sarani, P.O:- Shakespeare Sarani, P.S:- Beniapukur, Kolkata. District:-Kolkata, West Bengal, India, PIN - 700017

Indetified by Mr ABHISHEK GANERIWALA, , Son of RAVINDRA KUMAR GANERIWALA, 2A, RONALDSHAY ROAD, P.O. ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

Execution is admitted on 20-05-2019 by Nikhil Karnani, Designated Partner, ISHA MULTICON HOMES LLP (LLP), 52A, Shakespeare Sarani, P.O:- Shakespeare Sarani, P.S:- Beniapukur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017

Indetified by Mr ABHISHEK GANERIWALA, , Son of RAVINDRA KUMAR GANERIWALA, 2A, RONALDSHAY ROAD, P.O. ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 6,50,112/- ( B = Rs 6,50,000/-, E = Rs.28/-, I = Rs 55/-, M(a) = Rs 25/-, M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 6,50,112/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 20/05/2019 12:02PM with Govt. Ref. No: 192019200016063991 on 20-05-2019, Amount Rs: 6,50,112/-,  
Bank: HDFC Bank ( HDFC0000014), Ref. No. 804859703 on 20-05-2019, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,071/- and Stamp Duty paid by Stamp Rs.100/-, by online = Rs 75,071/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 159929, Amount: Rs.100/-, Date of Purchase: 15/03/2019, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 20/05/2019 12:02PM with Govt. Ref. No: 192019200016063991 on 20-05-2019, Amount Rs: 75,071/-,  
Bank: HDFC Bank ( HDFC0000014), Ref. No. 804859703 on 20-05-2019, Head of Account 0030-02-103-003-02



**Tridip Misra**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - IV KOLKATA**  
**Kolkata, West Bengal**

Major Information of the Deed :- 1-1904-05446/2019-29/05/2019



On 28-05-2019

**Endorsement by Commissioner after execution of Visit Commission Case No:-001622 of 2019**

Having visited the residence of Ramesh Kumar Kanoi, Director, SREE KAMAKHYA TEA COMPANY PVT LTD (Private Limited Company), 4, Hastings Park Road, P.O - Alipore, P.S.- Alipore, District-South 24-Parganas, West Bengal, India, PIN - 700027 I have this day examined the said Ramesh Kumar Kanoi who has been identified to my satisfaction by Mr ABHISHEK GANERIWALA, , Son of RAVINDRA KUMAR GANERIWALA, 2A, RONALDSHAY ROAD, P.O ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others AND the said Ramesh Kumar Kanoi has admitted the execution of this document



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

On 29-05-2019

**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.



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

Major Information of the Deed :- I-1904-05446/2019-29/05/2019





ভারত সরকার

Government of India

রমেশ কুমার কানৌই

Ramesh Kumar Kanoi

পিতা : জয়দেও প্রসাদ কানৌই

Father : JAYDEO PRASAD KANOI

জন্ম সাল / Year of Birth : 1948

পুরুষ / Male

9425 9575 2565



সাধার - সাধারণ আর্থসেবা অধিকার





ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ  
Unique Identification Authority of India

প্ৰাধিকৰণ:

কানৌজি, বিন্নাম, ৪ হেষ্টিংস গার্ড,  
আলিপুর, কোলকাতা, পশ্চিমবঙ্গ,  
700027

Address:

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PARK ROAD, Alipore H.O.,  
Alipore, Kolkata, West Bengal,  
700027

9425 9575 2565



1947

1800 300 1947



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www

www.uidai.gov.in



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2019, Page from 237792 to 237856  
being No 190405446 for the year 2019.



Digitally signed by TRIDIP MISRA  
Date: 2019.05.31 17:48:30 +05:30  
Reason: Digital Signing of Deed.

(Tridip Misra) 31-05-2019 17:48:21  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
West Bengal.

(This document is digitally signed.)

DATED THIS 30<sup>th</sup> DAY OF March..... 2019

BETWEEN

SREE KAMAKHYA TEA COMPANY  
PRIVATE LIMITED

... OWNER

AND

ISHA MULTICON HOMES LLP

... DEVELOPER

AGREEMENT

DSP LAW ASSOCIATES  
ADVOCATES  
1B, HARE STREET  
4D, NICCO HOUSE  
KOLKATA – 700001