

Annexure (E)

(F)

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Feb 21/13



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THIS AGREEMENT made this the 8th day of Feb, TWO THOUSAND AND THIRTEEN

BETWEEN

MR. RANA DAS (having Income Tax PAN No. AAIPD 1813A), son of Late Bhabatosh Das, by faith - Hindu, by Nationality - Indian, by occupation - Management Consultant, at present residing at Premises No.174/8, Netaji Subhas Chandra Bose Road, Kolkata - 700040, Police Station - Jadavpur, hereinafter referred to as "OWNER NO. 1" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the FIRST PART;

AND

Certified that the document is admitted to registration. The signature sheet/s and the endorsement sheets attached with this document are the part of this document.

Sub-Registrar
Asansol, Bolpur/De Pukur

21 FEB 2013

v. l. n. o.
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4-5/13

(Handwritten signatures)

SB

MRS. LACHMI DEY (having Income Tax PAN No. ADSPD8415F), wife of Mr. Trideep Dey and married daughter of Late Bhabatosh Das, by faith-Hindu, by Nationality - Canadian (Overseas Citizen of India), by occupation - housewife, at present residing at 90/2/3 M. B. Sarani, Kolkata - 700040, hereinafter referred to as "**OWNER NO. 2**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**;

AND

UNIMARK REALTY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at 204 Acharya Jagdish Chandra Bose Road, Kolkata - 700017, represented by one of its Directors namely Mr. Harsh Vardhan Patodia, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor and/or successors-in-interest and assigns) of the **THIRD PART**;

- the Owner No. 1 and Owner No. 2 are hereinafter collectively referred to as 'Owners'
- the Owners and the Developer are hereinafter collectively referred to as 'Parties'

WHEREAS:

- A. By an Indenture of Conveyance dated the 15th day of September, 1939, made between Dwarkanath Chakraborty, therein referred to as the vendor, of the One Part and Calcutta Properties Limited, therein referred to as the Purchaser of the Other Part, and, registered with the Sub- Registrar, Alipore in Book No. I, Volume No. 93, Pages 77 to 111, Being No. 3323 for the year 1939, the said Dwarkanath Chakraborty, for the consideration therein mentioned, granted, transferred, conveyed, assigned and assured absolutely and forever unto and in favour of the said Calcutta Properties Limited ALL THAT the piece and parcel of land containing an area of 175 Bighas, 8 Cottahs, 6 Chittacks be the same a little more or less situate lying at Mouja- Khanpur, J.L. No. 46, Toujl Nos. 151, 152 and 56, Police Station the then Tollygunge, now Jadavpur, District the then 24 Farganas (hereinafter referred to as the said "mother plot of land").
- B. The said Calcutta Properties Limited thereafter prepared a scheme for development of the said mother plot of land by dividing the same into several small plots and constructing roads, drains and other necessary attachments and appurtenances for habitation improvements, which area was later on came to be known as Charu Park in Regent Park Area.



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- C. By an Indenture of Conveyance dated the 15th day of August, 1942 made between the said Calcutta Properties Limited, therein referred to as the Vendor of the One Part and Malina Bose, therein referred to as the Purchaser of the Other part and, registered with the Sub-Registrar, Alipore in Book No.I, Volume No. 64 Pages 259 to 273, being No. 2435 the year 1942 the said Calcutta Properties Limited, for the consideration therein mentioned granted transferred conveyed assigned and assured absolutely and forever unto and in favour of the said Malina Bose ALL THAT the piece and parcel of land containing an area of 18 Cottahs be the same a little more or less out of the said mother plot of land more fully and particularly described in the Schedule thereunder written as also referred in the First Schedule hereunder written.
- D. The said land was thereafter assessed by the then Corporation of Calcutta and numbered as Premises No.174/8 Netaji Subhas Chandra Bose Road, Calcutta-700040.
- E. By an Indenture of Conveyance dated the 21st day of February, 1966 made between the said Malina Bose, therein referred to as the Vendor of the One Part and Sikha Das, therein referred to as the Purchaser of the Other Part and, registered with the Sub-Registrar, Alipore in Book No.I, Volume No.6, Pages 297 to 302, Being No. 1449 for the year 1966, the said Malina Bose, for the consideration therein mentioned granted, transferred, conveyed, assigned and assured absolutely and forever unto and in favour of the said Sikha Das ALL THAT the said land being more fully and particularly described in the Schedule thereunder written.
- F. The said Sikha Das after obtaining sanction of building plans from the concerned Municipality, constructed and erected a two-storied brick built messuage tenement and/or dwelling house and other buildings/structures containing a built up area of 10,000 sq.ft. more or less on the said land or on part thereof fully and more particularly described in the First Schedule hereunder written.
- G. The said Sikha Das, being governed by the Dayabhaga School of Hindu Law, died on the 13th day of April, 2003, after making and publishing her Last Will & Testament dated the 13th day of August, 1999, whereby and whereunder she appointed the Owner No.1 and the Owner No.2 herein as the executor and executrix to the said Will and gave devised and bequeathed absolutely and forever ALL THAT the said property to the said Owner No.1 and Owner No.2 herein in equal shares.
- H. Probate in respect of the said last Will and Testament of Late Sikha Das was obtained by the Owners No.1 and No.2 as executor and executrix from the Court of

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the Learned District Delegate at Allpore in Act. XXXIX Case No. 247 of 2003 on the 31st day of March, 2004 and administration of the estate of Late Sikha Das was duly completed and the Owner No.1 and Owner No.2 herein became the absolute joint owners of the said property having equal shares therein.

- I. The Owner No. 2 has filed the Partition Suit No. 13 of 2013 before the Court of Learned 3rd Civil Judge (Senior Division) at Allpore, District South 24 Parganas (hereinafter referred to as the said Partition Suit) for partition of the said Property and other consequential reliefs relating thereto. In terms of the understanding reached between Owner No. 1 and Owner No. 2, the Owners have amicably resolved the disputes between themselves and accordingly have agreed to withdraw the said Partition Suit.
- J. The Owners are now absolutely and jointly seized and possessed of and/or otherwise well and sufficiently entitled to the entirety of **ALL THAT** the Municipal Premises No. 174/8 Netaji Subhas Chandra Bose Road, Kolkata - 700040 (hereinafter referred to as the said **PROPERTY** and morefully mentioned in the **FIRST SCHEDULE** hereunder written) free from all encumbrances, mortgages, charges, liens, trusts, lis pendences, tenancies, acquisitions, requisitions, attachments.
- K. Being desirous of commercial exploitation of the said Property by construction of a residential building complex thereupon, the Owners have approached the Developer with the intent to engage entrust and grant to the Developer the exclusive right and authority to undertake the development of the said Property.
- L. The terms and conditions agreed by and between the parties are recorded as hereunder.

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

1. **DEFINITIONS:**

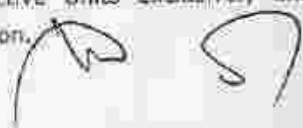
Unless in this agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

- 1.1 **ADVOCATE** - shall mean the advocate appointed by the Developer for the Project on the said Land from time to time.



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- 1.2 **ARCHITECT** - shall mean such person or persons who may be appointed by the Developer as the architect for the Project from time to time and the name of such Architect shall be duly communicated to the Owners upon appointment.
- 1.3 **ASSOCIATION** - shall mean any company incorporated under the Companies Act, 1956 or any Association or any Syndicate or a Committee or Society as may be formed or caused to be formed by Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.
- 1.4 **CAR PARKING SPACE** - shall mean all the spaces in the portions at the basement (if any), ground floor level and/or any other level, whether open or covered within the Project area intended to be reserved for parking of cars/two wheelers.
- 1.5 **COMMON AREAS, FACILITIES AND AMENITIES** - shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, overhead water tank, water pump and motor, drive-ways, common lavatories, common generator, transformer, effluent treatment plant, Fire Fighting systems, rain water harvesting areas and other facilities in the Project, which the Developer may decide to provide in their absolute discretion, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Project.
- 1.6 **COMMON EXPENSES** - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose including those mentioned in the **SECOND SCHEDULE** hereunder written to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by any Unit shall be separately paid or reimbursed to the Maintenance in-charge.
- 1.7 **COMMON PURPOSES** - shall mean and include the purpose of managing, maintaining and up keeping the Project in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the transferees and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.



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- 1.8 **CONSENTS** - shall mean the planning permission sanctions and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or required for development of the said Property and commencement of construction thereupon.
- 1.9 **NOTICE FOR POSSESSION** - shall mean the notice contemplated in Clause 13.4 herein.
- 1.10 **DATE OF COMMENCEMENT OF LIABILITY** - shall mean the date on which Owner/transferees of the units take actual physical possession of their allocation after fulfilling all their liabilities and obligations in terms hereof or the date next after expiry of the Notice for Possession Irrespective of whether Owners/transferees of the units take actual physical possession or not, whichever is earlier.
- 1.11 **DEPOSITS/EXTRA CHARGES** - shall mean the amounts specified in the **THIRD SCHEDULE** hereunder to be paid/ deposited by the Owners and/ or its transferees/ assigns to the Developer.
- 1.12 **DEVELOPER'S ALLOCATION** - shall mean the 50% (Fifty Percent) of the total constructed areas of the Project allocable to the Developer and to comprise of various flats, units, apartments, car parking spaces (open and covered) and/or other saleable spaces of the buildings to be constructed upon the said Property more fully described in the First Schedule hereunder written **TOGETHER WITH** the undivided proportionate impartible share in the land attributable thereto **TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities **TOGETHER WITH** entire Signage Space **AND TOGETHER WITH** 50% of the Retail and Commercial Signage Space (morefully mentioned in the **Part-I of the FOURTH SCHEDULE** hereunder written).
- 1.13 **MAINTENANCE-IN-CHARGE** - shall mean and include such persons/agency or any outside agency to be appointed by the Developer under this Agreement for the Common Purposes under such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained;
- 1.14 **MARKETING** - shall mean marketing, selling, leasing, letting out or otherwise dealing with any space in the Project to any transferee or tenant or licensee or lessee as the case may be for owning, leasing, renting or occupying any flat, unit, apartment, and/or constructed space.
- 1.15 **NEW BUILDING** - shall mean the new building to be constructed, erected and completed upon the said Property.



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- 1.16 **OWNERS' ALLOCATION** - shall mean 50% (Fifty Percent) of the total constructed areas of the Project allocable to the Owners and to comprise of various flats, units, apartments, car parking spaces (open and covered) and/or other saleable spaces of the New Buildings to be constructed upon the said Property more fully described in the First Schedule hereunder written **TOGETHER WITH** the undivided proportionate impartible share in the land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities **AND TOGETHER WITH** 50% of the Retail and Commercial Signage Space (more fully mentioned in the Part-II of the **FOURTH SCHEDULE** hereunder written).

- 1.17 **PLAN** - shall mean the plan to be sanctioned by the Kolkata Municipal Corporation or any other sanctioning authority as the case may be Together With all modifications and/or alterations thereto and/or revisions thereof from time to time made or to be made by the Developer and approved by the sanctioning authorities in respect of the Project.

- 1.18 **PROJECT** - shall mean the project of development of the said Property by construction, erection and completion of the New Building thereupon with Common Areas, Facilities and Amenities.

- 1.19 **PROFESSIONAL TEAM** shall mean the Architects, Structural Engineers, Surveyors and/or such other professional engaged and/or contracted by the Developer from time to time for the purpose of the Project.

- 1.20 **PROPERTY** - shall mean **ALL THAT** the Municipal Premises No. 174/6 Netaji Subhas Chandra Bose Road, Kolkata - 700040 the piece and parcel of land containing an area of 18 (eighteen) cottahs be the same a little more or less together with the building thereupon more fully and particularly described in the **FIRST SCHEDULE** hereunder written and shown in the map or plan annexed hereto and coloured Red thereon.

- 1.21 **PROPORTIONATE OR PROPORTIONATELY** - according to the context shall mean the proportion in which the built up area of any Unit or Units may bear to the built-up area of all the Units in the Project provided that where it refers to the share of Owner No. 1 in the Project, shall mean 25%, where it refers to the share of Owner No. 2 in the Project, shall mean 25%, where it refers to the share of the Owners in the Project, shall mean 50%, and where it refers to the share of the Developer in the Project, shall mean 50%.

- 1.22 **ROOF**: shall mean and include the ultimate roof of the New Buildings.

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- 1.23 **SIGNAGE SPACE** - shall mean all signage and display spaces outside all units/saleable spaces and/or in the common areas and the exterior of the said New Building including the roofs, car parking spaces and the open areas of the said New Building as also the kiosks, flag poles, graphics panels, boundary walls etc. in the New Buildings upon the said Property.
- 1.24 **RETAIL AND COMMERCIAL SIGNAGE SPACE** - shall mean the signage and display spaces outside the Units sanctioned for retail and/or commercial use (if any) in the said New Building upon the said Property specifically identified, demarcated and allocated by the Developer for use by the respective individual Transferees of the retail/commercial units.
- 1.25 **SPECIFICATIONS** - shall mean the specifications for the said Project as mentioned in the **SIXTH SCHEDULE** hereunder written subject to such alterations or modifications as may be suggested or approved by the Architect.
- 1.26 **TITLE DEEDS** - shall mean the documents of title of the Owners in respect of the said Property mentioned in the **SIXTH SCHEDULE** hereunder written.
- 1.27 **TRANSFER** - with its grammatical variations shall include transfer by possession or by executing a valid transfer document and by any other means adopted for effecting what is understood as a transfer of space in the new buildings to the transferees thereof as per law.
- 1.28 **TRANSFeree** - according to the context shall mean all the prospective or actual transferees who would agree/have agreed to acquire or take on rent or lease or shall have acquired or taken on rent or lease any Unit in the Project and for all unsold Unit and/or Units in the Owners' Allocation shall mean the Owner and for all unsold Unit and/or Units in the Developer's Allocation shall mean the Developer.
- 1.29 **UNDIVIDED SHARE** - shall mean the undivided proportionate indivisible part or share in the said Land attributable to either party's allocation as in the context would become applicable.
- 1.30 **UNITS/SALEABLE SPACES** - shall mean self contained flats, apartments, offices, show rooms, car parking spaces and/or other space(s) in the New Building(s) capable of being held independent of each other.
2. **INTERPRETATION** :

In this agreement save and except as otherwise expressly provided

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- i) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) the words "herein", "hereof", "hereunder", "hereafter" and "hereto" and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.
- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

3. DATE OF COMMENCEMENT AND TIME FOR COMPLETION AND DURATION:

- 3.1 This Agreement shall be deemed to have commenced on and with effect from the date of execution of this Agreement (hereinafter referred to as the **COMMENCEMENT DATE**).
- 3.2 The New Building at the said Property shall be constructed, erected and completed by the Developer within a period of 30 (thirty) months with a grace period of 6 (six) months from the latest date of obtaining all the Consents for the development of the said Property and obtaining vacant physical possession of the said Property (after the demolition of the existing old building on the said Property), whichever is later.
- 3.3 This Agreement shall remain in full force and effect until such time the construction and completion of the New Building is made within the stipulated period in all respects and the possession of respective allocations has been made over to / taken over by the concerned parties and the respective deeds of transfer are duly made and registered in favour of the intending transferees and management and affairs of the New Building(s) is handed over to the Association of the co-owners of the New Building(s) upon the said Property.

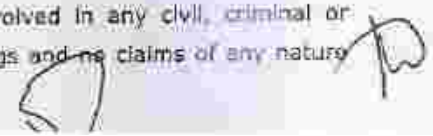
4. OWNERS' REPRESENTATIONS AND ASSURANCES:



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4.1 At or before execution of this agreement, the Owners have assured, represented and warranted to the Developer as follows:-

- i) That the said Property is free from all encumbrances mortgages, charges, liens, lispendens, debentures, wakf, thika, trusts, benami transactions, attachments, leases, acquisition, requisition, vesting, alignment, whatsoever or howsoever;
- ii) That the Owners have the clear marketable title of the said Property;
- iii) That the said Property is free from any charges and all outgoings including land revenues thereof have been paid in full by the Owners;
- iv) That there are no outstanding actions, claims or demanded between the Owners and any third party;
- v) That the said Property contains a land area of approximately 18 (eighteen) cottahs;
- vi) That neither the Owners nor their predecessor(s) in title at any time held the lands in excess of the prescribed ceiling limit under the West Bengal Land Reform Act 1955 and/or the Urban Land Ceiling Act 1976, and/or any other statute, central, state or local;
- vii) That no part or portion of the said Property is the subject of any vesting order or acquisition by any government and/or authority, statutory or otherwise;
- viii) That there are no legal or other proceedings pending in respect of any part or portion of the Property and/or against the Owners and there are no unfulfilled or unsatisfied judgments, injunctions or attachments, court orders, debts, notices etc. against the said Property;
- ix) That there is no undisclosed matter which may adversely or materially affect the value of the Property or its development, usage or enjoyment or cast any doubt on the rights created in favour of the Developer in terms hereof;
- x) That the said Property or any part thereof is not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owners and the said Property is not attached and/or liable to be attached under any decree or order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand;
- xi) That no suit and/or any other proceedings and/or litigations of material effect are pending against the Owners or in respect of the said Property or any part thereof and that the said Property is not involved in any civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature



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(whether relating to, directly or indirectly) are pending or threatened by or against the Owners in respect of the said Property;

- xii) That no public demand or recovery proceedings are pending against the Owners;
- xiii) That the Owners have full right, power and authority to enter into this Agreement;
- xiv) That the Owners have got the said Property duly mutated in their name with the Kolkata Municipal Corporation under assessee no. 210980600993.
- xv) That the said Property has not been recorded as 'factory', 'water body', 'tank', 'industrial unit', 'bustee', 'hut' and/or 'place of worship' with the Kolkata Municipal Corporation and/ or other concerned authorities.

4.2 Relying upon the said representations, assurances and warranties of the Owners and each of them and acting in true faith thereof the Developer has agreed to develop the said Property and enter into this agreement with the Owners for the consideration and under the terms recorded hereunder.

5. DEVELOPER'S REPRESENTATIONS AND ASSURANCES:

5.1 At or before execution of this agreement, the Developer has assured, represented and warranted to the Owner as follows:

- i) The Developer has inspected the site of the said Property;
- ii) The Developer has the financial capacity to undertake the development of the Project in terms hereof.

6. GRANT OF DEVELOPMENT RIGHTS:

6.1 The parties have mutually agreed and framed a scheme for development of the said Property by undertaking the construction, erection and completion of new building containing units/ saleable spaces and for the said purpose, the Owners have granted the exclusive rights and authority in favour of the Developer to enter upon, hold and develop the said Property for commercial exploitation thereof.

6.2 The Developer has accepted the exclusive right and authority to undertake development of the said Property by construction, erection and completion of the New Building thereupon in accordance with the Plan at its own cost and expenses and on its own or through contractors, sub-contractors, agents etc. appointed by it.

6.3 The parties have agreed to fulfill their respective obligations as recorded and contained in this agreement.



7. OWNERS' OBLIGATIONS AND COVENANTS:

7.1 The Owners have undertaken and assured the Developer to fulfill the following obligations on their part:

- i) The Owners at their own costs and arrangements shall be solely responsible and liable to remedy, rectify and remove all claims or disputes, if any arising in respect of the said Property at any time in future save and except what may be expressly agreed in writing by the Developer with the Owners.
- ii) The Owners shall answer and satisfy all queries and requisitions raised by any transferee/ purchaser, financial institutions, banks or any statutory authority with regard to the title in respect of the said Property.
- iii) The Owners shall render and extend all reasonable co-operation, help and assistance to the Developer for the successful completion of the Project on the said Property (the Developer being responsible for any construction related issues at the said Property).
- iv) The Owners shall deliver vacant possession of the said Property to the Developer for the purpose of development in terms of this Agreement.

7.2 The Owners shall not -

7.2.1 Cause any interference and/or hindrance in the development of the said Property.

7.2.2 Do any act, deed and/or thing whereby the Developer may be prevented and/or deprived from its right to the share of the Developer's Allocation as stated above and also such other rights created under this Agreement or subsequent hereto.

7.2.3 Do anything in contravention/ violation of this Agreement.

7.2.4 Do nor permit any one to do any act, deed, matter or thing which may affect the development, construction and marketability of the said Project or which may cause charges, encroachments, litigations, trusts, liens, attachments and liabilities upon the said Property and/ or the New Building intended to be constructed thereupon.

7.2.5 Transfer, grant lease, mortgage and/or charge the said Property or any portions thereof save in the manner envisaged by this Agreement.

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7.3 Within 10 (ten) days from the execution of this Agreement, the Owner No. 2 shall cause to withdraw the said Partition Suit No. 13 of 2013 from the competent Court of Law and shall produce the copy of the Court Order confirming the withdrawal of the said Partition Suit to Owner No. 1 and the Developer. The Owner No. 1 shall record his consent and 'no objection' for the withdrawal of the aforesaid Partition Suit.

7.4 Simultaneously with the execution of this agreement, the Owners shall grant and execute 2 (two) separate General Powers-of-Attorney in favour of Mr. Harsh Vardhan Patodia and Mr. Kumar Vardhan Patodia to (i) do act and perform necessary acts deeds and things necessary and/ or required for the purpose of the development of the said Property, and (ii) to sale and transfer the Units/ Saleable Spaces comprised in the Developer's Allocation.

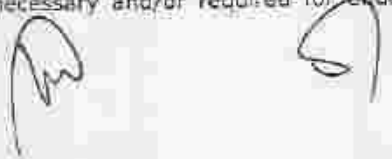
7.5 Notwithstanding grant of the aforesaid Powers of Attorney, the Owners at the request of the Developer shall (i) sign and execute necessary applications, affidavits, undertakings and other documents as necessary/ required from time to time for the purpose to be submitted to the concerned departments/ authorities for the development of the said Property, and (ii) sign and execute necessary deeds and documents for the purpose of transfer of the Units/Saleable Spaces comprised in the Developer's Allocation in favour of the Developer and/or its intending transferees without any claim of sale proceeds/premium/consideration etc. as required by the Developer from time to time.

7.6 The Owners shall keep the Developer saved harmless and indemnified from and against any losses actions suits claims and proceedings caused due to any defect in title of the Owners in respect of the said Property.

8. DEVELOPER'S RIGHTS, OBLIGATIONS AND COVENANTS:

8.1 The Developer is hereby authorized and shall be entitled to do act and perform the followings in terms of this agreement:

- i) To prepare a scheme for development of the said Property;
- ii) To prepare plans maps and drawings for construction of the New Building at the said Property and submit the same for sanction and approval before the Kolkata Municipal Corporation and/or other statutory authorities;
- iii) To apply for and obtain all consents approvals sanctions and/or permissions as may be necessary and/or required for undertaking development of the said Property;



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- iv) To apply for and obtain quotes, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities as may be required for the construction of the New Building in the said Project;
- v) To cause modifications, rectifications and revalidations of the Plan sanctioned for the development of the said Property;
- vi) To take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the Property and which need to be diverted as a result of the Development;
- vii) To appoint their own professional team for causing development of the said Property;
- viii) To demolish the existing building/ structures at the said Property;
- ix) To install all electricity, gas, water, telecommunications, and surface and foul water drainage to/from the said Property;
- x) To serve such notices and enter into such agreements with statutory undertakings or other companies as may be necessary to install the services;
- xi) To give all necessary or usual notices under any statute affecting the demolition and clearance of the said Property and to give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said Property and pay all costs, fees and outgoings incidental to or consequential on, any such notice;
- xii) To make deposit of necessary fees and charges with the concerned authorities for the purpose of carrying out the development work and construction of the New Building upon the said Property and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of the Owners in connection therewith;
- xiii) After completion of the construction of the New Building upon the said Property, to apply for and obtain occupation and/or completion certificate in respect thereof or parts thereof from the concerned authorities;
- xiv) To comply or procure compliance with, all statutes and any enforceable codes of practice of the municipal authorities or other authorities affecting the said Property or the development thereof;
- xv) To take all necessary steps and/or obtain all permissions, approvals and/or sanctions as may be necessary and/or required and shall do all acts, deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Property;
- xvi) To remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the said New Building in accordance with the Plan and to pay, perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid, performed and observed.

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- 8.2 The Developer shall bear all the costs, expenses and charges for the development of the New Building upon the said Property for which the Owners shall not liable and responsible in any manner.
- 8.3 The Developer shall keep the Owners indemnified against any claim that might be raised by any person employed by the Developer in connection with the project or any work ancillary thereto.
- 8.4 After obtaining all Consents for undertaking development of the said Property and obtaining vacant possession of the said Property, the Developer shall commence and/or proceed diligently to execute and complete the development of the Project in a good and workmanlike manner with good quality materials.
- 8.5 The Developer shall be entitled to obtain necessary utilities and connections for the proposed New Building said Property.
- 8.6 The Developer shall get the structural drawing of the New Building prepared by the Structural Engineer appointed by the Developer for the Project vetted by another structural engineer or agency.
- 8.7 After preparation of the proposed plans of the New Building at the said Property by the architect, the Developer shall forward the same to the Owners for their approval and within 15 days from the date of forwarding such proposed plans to the Owners, the Owners shall be entitled to suggest any modifications and/or alterations to such proposed plans and if such alterations and/or modifications as suggested by the Owners are found to be reasonable and sanctionable without loss of FAR (Floor Area Ratio), then such modification and/or alterations shall be incorporated in the proposed plans before submitting the same for sanction to the Planning Authorities. If, for any reason, within a period of 15 days from the date of the Developer forwarding the proposed plans to the Owners, the Owners do not revert to the Developer or do not suggest any modification and/or alteration in the proposed plans, then and in that event the proposed plans shall be deemed to have been accepted by the Owners and the same shall be submitted to the Planning Authorities for sanction.

9. AREA DISTRIBUTION/SPACE ALLOCATION AND TRANSFER:

- 9.1 The Units/ Saleable Area in the proposed New Building at the said Property shall be divided and distributed by and between the Owners and the Developer in equal ratio i.e. 50:50.



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- 9.2 **OWNERS' ALLOCATION:** In consideration of the Owners' rights, title and interest in the said Property and also in consideration of the Owners granting the rights of development of the said Property and the Developer's Allocation in the New Building at the said Property and in further consideration of the Owners fulfilling their obligations under this agreement, the Owners shall be collectively entitled to 50% (fifty per cent) of the area of the Units/Saleable Spaces in the proposed New Building **TOGETHER WITH** the undivided proportionate impartible share in the land attributable thereto **TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities **AND TOGETHER WITH** 50% of the Retail and Commercial Signage Space.
- 9.3 **DEVELOPER'S ALLOCATION:** In consideration of the Developer undertaking the project of development of the said Property and also in consideration of the Developer incurring and bearing various costs and expenses in this regard and in further consideration of the Developer fulfilling its obligations under this agreement, the Developer shall be entitled to 50% (fifty per cent) of the area of the Units/Saleable Spaces in the proposed New Building **TOGETHER WITH** the undivided proportionate impartible share in the land attributable thereto **TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities **TOGETHER WITH** entire Signage Space **AND TOGETHER WITH** 50% of the Retail and Commercial Signage Space.
- 9.4 At the time of submission of the plan to the concerned authorities for sanction, the Developer shall identify and demarcate the Units/Saleable Spaces comprised in the Owners' Allocation and Developer's Allocation equitably. On identification and demarcation of such allocation, the parties shall enter into an allocation agreement recording such allocations.
- 9.5 The Owners' Allocation shall be equally and equitably allocated by the Developer between Owner No. 1 and Owner No. 2, that is, 25% (twenty five percent) to Owner No. 1 and 25% (twenty five percent) to Owner No. 2.
- 9.6 In case of any variation in the plan finally sanctioned from the plan submitted for sanction, the Developer shall alter the Owners' Allocation and Developer's Allocation taking into account such variations in the Plans after discussion with the Owners.
- 9.7 The decision of the Architects regarding measurement of area constructed and all aspects of construction and development including the quality of materials shall be final and binding on the Parties.
- 9.8 With effect from the date of identification and demarcation of the respective allocations of the Parties by the Developer, the Owner No. 1, Owner No. 2 and the

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Developer shall be entitled to deal with, enter into and execute agreements, deeds and other necessary documents for sale and transfer of their respective allocations and also receive and realize the proceeds thereof independent of and to the exclusion of the other parties for which no further consent will be required and this Agreement by itself shall be treated as the consent of the other parties.

9.9 The Owners confirm that the Owners shall not be required to join in as party to the agreements that may be entered into by the Developer for sale or otherwise transfer of Units/ Saleable Spaces forming part of the Developer's Allocation and the consent of the Owners in that regard shall be deemed to have been given by the Owners to the Developer by these presents itself.

9.10 The Developer confirms that the Developer shall not be required to join in as a party to the agreements and other documents of transfer for sale or otherwise transfer of the flats, units, apartments, car parking spaces and other areas benefits and rights forming part of the Owners' Allocation and the consent of the Developer in that regard shall be deemed to have been given by the Developer to the Owners by these presents itself.

9.11 The Owner No. 1 confirms that the Owner No. 1 shall not be required to join in as party to the agreements that may be entered into by the Owner No. 2 for sale or otherwise transfer of Units/Saleable Spaces forming part of the allocation of Owner No. 2 and the consent of the Owner No. 1 in that regard shall be deemed to have been given by the Owner No. 1 to the Owner No. 2 by these presents itself. Similarly, the Owner No. 2 confirms that the Owner No. 2 shall not be required to join in as party to the agreements that may be entered into by the Owner No. 1 for sale or otherwise transfer of Units/Saleable Spaces forming part of the allocation of Owner No. 1 and the consent of the Owner No. 2 in that regard shall be deemed to have been given by the Owner No. 2 to the Owner No. 1 by these presents itself.

10. POSSESSION & RIGHTS:

10.1 Simultaneously with the execution of this agreement, the Owners have allowed the Developer the exclusive and irrevocable right to enter upon and hold the said Property for the purpose of development in terms hereof.

10.2 Within 90 (ninety) days of sanction of the Building Plan, the Owners shall handover vacant physical possession of the said Property to the Developer for the purpose of development.

11. TITLE DEEDS:

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11.1 Simultaneously with the execution of this agreement, the original documents of title in respect of the said Property (hereinafter referred to as the said Title Deeds details whereof shall appear from the **SIXTH SCHEDULE** hereunder written) shall be kept in a bank locker to be opened in the joint names of the Owners and the nominees of the Developer during the subsistence of this Agreement subject to the rights of the parties herein to jointly inspect, take out and produce the same before the concerned authorities as may be required from time to time. Such bank locker shall be operated by the joint signature of (1) either Mr. Rana Das/Mrs. Lachmi Dey **TOGETHER WITH** (2) either Mr. Harsh Vardhan Patodia/Mr. Kumar Vardhan Patodia. After completion of sale and transfer of entire Units/ Saleable Spaces in the proposed New Building in favour of the intending transferees and upon formation of the Association, the Original Title Deeds shall be taken out from the said bank locker and shall be delivered to such Association.

12. DEPOSIT AMOUNT, PREMIUM AND EXTRA CHARGES/DEPOSITS:

12.1 The Developer shall deposit with the Owners a sum of Rs. 1,25,00,000/- (Rupees One Crore Twenty Five Lacs only) as interest-free refundable deposit ("Deposit Amount"). The said Deposit Amount shall be paid by Developer to Owner No. 1 and Owner No. 2 in the manner as under:

After 7 days of this Agreement	Rs. 30,00,000/- (Rupees Thirty Lacs) to Owner No. 1
Upon Completion of the Withdrawal of the said Partition Suit	Rs. 30,00,000/- (Rupees Thirty Lacs) to Owner No. 2
Upon Sanction of Building Plan & Delivery of Vacant Possession of the said Property to the Developer, whichever is later	Rs. 32,50,000 (Rupees Thirty Two Lacs Fifty Thousand) to Owner No. 1 and Rs. 32,50,000 (Rupees Thirty Two Lacs Fifty Thousand) to Owner No. 2

12.2 The said Deposit Amount shall be refunded equally by Owner No. 1 and Owner No. 2 simultaneously with the delivery of the allocations of Owner No. 1 and Owner No. 2 by the Developer to Owner No. 1 and Owner No. 2.

12.3 The Transferees shall pay to and/or deposit with the Developer the extras and deposits mentioned in the **FOURTH SCHEDULE** hereunder written for their respective Units.

13. **DEALING WITH SPACES IN THE NEW BUILDING:**

(Handwritten signatures)

- 13.1 The Developer and the Owners shall deal with all the Units/Saleable Spaces comprised in the Developer's Allocation and Owners' Allocation respectively. The marketing, advertising and publicity costs shall be shared between the Owners and Developer in proportion to the respective allocations, except for any units explicitly reserved or retained by the Owners and the Developer, which shall be specified before the launch of the project or any units that are sold by the Owners after delivery of the Owners' Allocation by the Developer to the Owners in terms herein.
- 13.2 All the agreements, deeds and documents for sale and transfer of the Units/Saleable Spaces comprised in the Owners' Allocation as well as the Developer's Allocation in the Project shall contain common restrictions, stipulations, covenants, terms and conditions for use and enjoyment of the Units/ Saleable Spaces, as prepared by the Developer.
- 13.3 The Developer and Owners shall execute and present for registration before the appropriate registering authorities Deeds of Conveyance or other documents for sale and transfer of the Units/ Saleable Spaces for their respective allocations in favour of the intending transferees, and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending transferees.
- 13.4 On completion of the New Building, the Developer shall issue a notice (**Notice for Possession**) to the Owners offering for delivery of the possession of the Owners' Allocation to the Owners. Such Notice for Possession shall be issued to the Owners prior to delivery of possession of the Developer's Allocation to the intending transferees. On receipt of such notice, the Owners shall within 15 (fifteen) days thereafter take over possession of the Units/Saleable Spaces comprised in the Owners' Allocation subject to immediate refund of the entire Deposit in equal shares by Owner No. 1 and Owner No. 2 and payment/deposit of the extra charges/deposits mentioned in the Third Schedule to the Developer.
- 13.5 The Transferees of the Owners' Allocation and also the Developer's Allocation shall be liable to pay the Common Expenses regularly, punctually and periodically.

14. **MUNICIPAL TAXES AND OUTGOINGS:**

- 14.1 All rents, rates, taxes, cess, land revenue/khajana, electricity dues, municipal taxes, water taxes and all other outgoings in respect of the said Property (collectively Rates and Taxes) for the period till the handing over of vacant physical possession of the said Property by the Owners to the Developer shall be paid by the Owners. Upon the Owners handing over vacant physical possession of the said Property to the Developer, the Owners and the Developer shall equally bear such Rates and Taxes. Upon completion of the New Building on the said Property, the

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Transferees shall become liable and responsible for payment of the Rates, Taxes and Other Outgoings proportionately.

15. POST COMPLETION MAINTENANCE:

15.1 On completion of the New Building, the Developer shall give a notice to the Owners for taking over possession of the Owners' Allocation (Notice for Possession). On receipt of such notice, the Owners shall within 15 (fifteen) days thereafter take over possession of the Units/Saleable Spaces comprised in the Owners' Allocation subject to immediate refund of the entire Deposit and payment/deposit of the extra charges/deposits mentioned in the Third Schedule to the Developer upon transfer of the units/ saleable spaces to the transferees.

15.2 On and from the date of expiry of the Notice for Possession, the Owners shall be deemed to have taken over possession for the purpose of determination of liability and shall become liable and responsible for the payments of maintenance charges, rates and taxes, land revenue, municipal tax and other statutory taxes in the ratio of their respective allocations irrespective of the fact whether actual physical possession was taken or not.

15.3 The Parties and their respective nominees/transferees shall punctually and regularly pay the maintenance charges, rates and taxes, land revenue, Municipal tax and other statutory obligations for their respective allocations to the concerned authorities/ Association and the parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other or others.

15.4 The Developer on its own or through an agency (Maintenance Agency) shall be responsible for the management, maintenance and administration of the New Building in the Project until the time the Association is caused to be formed for the aforesaid purpose. The parties herein and their respective transferees shall abide by all the rules and regulations to be framed for the management of the affairs of the New Building in the Project.

15.5 The Developer or the Maintenance Agency or the Association upon its formation shall manage and maintain the Common Areas, Facilities and Amenities of the New Building in the Project and shall collect the costs and service charge thereof (Maintenance Charges). It is clarified that the Maintenance Charges shall include premium for the insurance of the New Building, land revenue, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges

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and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.

15.6 The Owners shall cooperate with the Developer fully and shall also sign all documents and papers necessary for the purpose of formation of the Association as per the relevant law. All the owners of Units/Saleable Spaces in the New Building at the said Property shall be required to become member of such Association and shall pay their respective share of maintenance charges at the rate as may be fixed by the Association.

16. **COMMON RESTRICTIONS:**

16.1 The Project shall be subject to the restrictions intended for common benefit of all occupiers of the New Building as are framed by the Developer.

16.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the New Building in the said Project shall permit the Developer, the Maintenance Agency and/or the Association upon its formation, with or without workmen, at all reasonable time, to enter into their occupied units and spaces,

16.3 It is agreed between the parties that the Developer and/or the Association upon its formation shall frame a scheme for the management and administration of the New Building in the Project and all the occupiers of the building shall perpetually in succession, abide by all such rules and regulations framed.

17. **INDEMNITY:**

17.1 The Developer shall remain fully responsible and shall indemnify and keep the Owners saved, harmless and indemnified of from and against any and all losses, actions, claims, damages or liabilities (whether criminal or civil) in relation to the construction of the New Building and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's contractors, employees in the quality and workmanship of construction work or violation of any permission, rules, regulations or bye-laws or arising out of any accident, mishap or otherwise.

17.2 The Owners shall remain fully responsible and shall indemnify and keep the Developer saved, harmless and indemnified of from and against any and all losses, actions, claims, damages or liabilities (whether criminal or civil) suffered by the

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Developer due to any defect in the title of the Owners or any claim from any persons in respect of the said Property or any of its representations and the warranties being incorrect or due to default or breach or non-observance of any of the obligations of the Owners under this Agreement.

17.3 The third party defect liability shall be according to the contract/agreement entered into with the respective third parties, contractors, agents, vendors etc. appointed and/or selected by the Developer for the Project of development of the said Property and the Developer shall assist the Transferees in this regard.

18. MISCELLANEOUS:

18.1 The agreement entered into by and between the parties herein is and shall be on principal to principal basis.

18.2 The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

18.3 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.

18.4 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

18.5 It is understood that from time to time to facilitate the uninterrupted construction of the New Building in the Project by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of Owners. Further, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners do hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all additional applications and other documents.

18.6 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

18.7 The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits,

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proceedings, claims, demands, costs, charges and expenses in respect of the Developer's Allocation. Similarly, the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owners' Allocation or any part thereof and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Owners' Allocation.

18.8 The name of the project shall be 'Unimark Sikha-Tuku'.

18.9 It has been agreed between the parties that they shall observe and perform and comply with all the terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by the statutory authorities concerned from time to time for the project.

18.10 In case of delay in completing the said New Building within the time period along with the grace period mentioned herein, the Developer shall be liable to pay the Owners a total sum of Rs. 50,000 (Rupees Fifty Thousand only) per month for the delayed period. If such delay exceeds a period of 12 (twelve) months, then such matter shall be referred for arbitration in terms hereof.

18.11 In case of delay by any of the Owners in vacating the said Property, such Owner shall be liable to pay the Developer a sum of Rs. 50,000 (Rupees Fifty Thousand only) per month for the period of delay in vacating the said Property.

18.12 The stamp duty and registration charges towards the registration of this Agreement shall be borne by the Developer.

18.13 The Developer shall be entitled to use the Signage Space exclusively to display, exhibit and promote the brands of the Developer, for which the Owners and/or the Transferees shall not raise any dispute objection or obstruction.

18.14 The Developer shall arrange for demolition of the existing building on the said Property and the net proceeds from the disposal of the debris of the existing building shall be paid to Owner No. 1 and Owner No. 2 in equal shares after deduction of the costs incurred for the same.

19. **FORCE MAJEURE:**

19.1 Force Majeure shall mean and include any event preventing either Party from performing any or all of its obligations under this agreement which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents.

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which are beyond the reasonable control of the Party so prevented, including, without limitation, flood, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions for reasons outside the control of either Party) or any relevant Government or Court orders.

19.2 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement and/or any amendment/modification to this Agreement by any event of Force Majeure, that Party shall serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure. Neither the Owner nor the Developer shall be held responsible for any consequences or liabilities under this Agreement and/or any amendment/modification to this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement and/or any amendment/modification to this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

19.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

20. **ENTIRE AGREEMENT:**

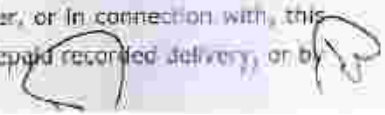
This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied.

21. **AMENDMENT/MODIFICATION:**

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 parties hereto.

22. **NOTICE:**

22.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by



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facsimile transmission or electronic mail or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time). So far as the Owner and Developer are concerned the notice should only be given to:

a) In case of the Owners:

1) Mr. Rana Das

ranadas15352@bsnl.in

Or

174/8 Netaji Subhas Chandra Bose Road,
Kolkata - 700040.

2) Mrs. Lachmi Dey

deylachmi@yahoo.com

Or

90/2/3 M. B. Sarani
Kolkata - 700 040.

b) In case of the Developer:

1) Mr. Kumar Vardhan Patodia

kumar@unimarkgroup.com

Or

207, A.J.C. Bose Road,
Kolkata - 700017.

22.2 Any such notice or other written communication shall be deemed to have been served:

a) If delivered personally, at the time of delivery.

b) On the date of delivery if sent by messenger or by electronic mail.

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- c) If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities.
- d) If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.

22.3 In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

23. **SPECIFIC PERFORMANCE:**

In the event of there being breach by either party the other party will have the right to seek specific performance of this agreement and also claim any loss, damage costs and expenses caused due to such breach.

24. **COUNTERPARTS:**

This Agreement has been executed in two originals or counterparts, each in the like form and all of which shall constitute one and the same document.

25. **WAIVER:**

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorised representative of the Waiving Party. Any delay, tolerance or indulgence shown by either party hereto in enforcing the terms and conditions of this Agreement or any forbearance or giving of time to the other party by such party in respect of any breach or non-compliance of any of the terms and conditions of this Agreement by other party shall not in any manner prejudice the rights herein mentioned of such party.

26. **SEVERABILITY:**

If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision

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shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

27. **NO ASSIGNMENT:**

Neither benefits nor the burden of this Agreement shall be assigned by any of the Parties to this Agreement without the consent of the other Party to any other person.

28. **ARBITRATION:**

The parties hereto shall attempt to settle any disputes or differences in relation to or arising out of or touching any affair of this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the parties shall use its reasonable endeavors to consult or negotiate with the other party in good faith and in recognizing the parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both parties. If the parties hereto fail to settle the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes, if not solved/settled, shall be referred to, and finally resolved by, arbitration by an Arbitration Tribunal consisting of one arbitrator each to be appointed by either party and a third arbitrator to be appointed by the two appointed arbitrators in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made thereunder. The arbitration proceedings shall be conducted at Kolkata and in English.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(SAID PROPERTY)

ALL THAT piece or parcel of land containing by admeasurement 18 (eighteen) cottahs, a little more or less **TOGETHER WITH** a Ground Plus One storied old building standing thereon lying and situate at Premises No. 174/8 Netaji Subhas Chandra Bose Road, Kolkata - 700 040, and butted and bounded as follows:

On the North	: By open ground with one two storied building
On the East	: By 3370 mm wide open lane
On the South	: By 11900 mm wide KMC road
On the West	: By premises no. 174/33 N. S. Rd.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(COMMON EXPENSES)

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1. Repairing rebuilding repainting improving or other treatments as are necessary for keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner of all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective buildings of the complex and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the grounds of the property in a neat and tidy/ clean and pollution free condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the open spaces in good repaired and clean and tidy condition and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing reinstating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the complex.
7. Insuring any risks of damages to the common facilities.
8. Cleaning as one necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the complex.
9. Cleaning as necessary of the areas forming parts of the complex.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the complex.
11. Maintaining and operating the lifts.
12. Providing and arranging for the daily emptying of receptacles/ garbage bins for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various buildings of the complex or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
15. Managing and administering the development and protecting the amenities in the new building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.



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16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the complex excepting those which are the responsibility of the owner/occupier of any Unit(s).
18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as may from time to time be considered necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management of the staff employed by the Association and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Association it is reasonable to provide.
21. In such time to be fixed annually as shall be estimated by the Association (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association for the owners of the Units and shall only be applied in accordance with the decision of the Association.
23. The charges/fees of any professional Company/Agency appointed to carry out maintenance and supervision of the complex.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(DEPOSITS/EXTRA CHARGES/TAXES)

- **Upgradation of fixtures and fittings:** improved specifications of construction of the said complex over and above the Specifications described.
- **Common Expenses/Maintenance Charges/Deposits:** proportionate share of the common expenses/maintenance charges as may be levied.
- Sinking Fund
- **Transformer and allied installation:** Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.
- Formation of Association
- **Rates & Taxes:** deposits towards Municipal rates and taxes, etc.
- **Service Tax, Works Contract Tax, Value Added Tax or any other tax and imposition** levied by the State Government, Central Government or any other authority or body payable on the transfer, acquisition and/or handing over of the Owners' allocation by the Developer to the Owners shall be paid by the Owners.



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- **Electricity Meter:** Security deposit and all other billed charges of the supply agency for providing electricity meter to the Project, at actual.
- **Internal Layout Change:** any internal change made in the layout of the Owners' Allocation and/or upgradation of fixtures and fittings.
- Any other Charges levied to other Transferees.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

PART - I
(DEVELOPER'S ALLOCATION)

50% (fifty percent) of the total constructed area of the Project to comprise in various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the said Property **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered) **TOGETHER WITH** the undivided proportionate impartible part or share in the land at the said Property attributable thereto **TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities **TOGETHER WITH** entire Signage Space **AND TOGETHER WITH** 50% of the Retail and Commercial Signage Space.

PART - II
(OWNERS' ALLOCATION)

50% (fifty percent) of the total constructed area of the Project to comprise of various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the said land **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered) **TOGETHER WITH** the undivided proportionate impartible part or share in the land at the said Property attributable thereto **TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities **AND TOGETHER WITH** 50% of the Retail and Commercial Signage Space.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(SPECIFICATIONS)

- A) **Structure**
RCC framed on suitable foundation
- B) **Exterior**
To be finished with suitable exterior paint with texture finish as per architect design
- C) **Interior Wall**
Brick walls with Plaster of Paris finish

1/1/2017



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- D) **Lobby**
Decorative Lobbies with Marble /Granite Finish
- E) **Elevator / Lifts (2 nos.)**
Otis/Kone/Schindler automatic or equivalent make
- E) **Windows**
Powder coated aluminium frames of Fenesta or equivalent make / UPVC windows with clear glass (frosted glass in bathrooms)
- F) **Water Supply**
KMC water supply
- G) **Flooring**
Vitrified Tiles (24 inches x 24 inches)
- H) **Kitchen**
Granite Counter, Stainless steel Sink, Dado designer ceramic tiles 3 feet above counter, anti skid ceramic tiles floor. Taps and other CP fittings of Jaguar or Ess Ess or equivalent brand
- I) **Toilets**
Flooring with Anti skid tiles. Designer ceramic tiles on walls upto door height. Quality Sanitary wares of Hindustan / Parryware or equivalent brand. Ultra modern CP fittings of Ess Ess or equivalent brand
- J) **Doors**
Main Door with decorative solid core flush shutter with quality hardware
Doors with painted flush shutters and quality hardware
- K) **Intercom**
In each Unit
- L) **Security**
CCTV in selected points in common areas
- M) **Electrical**
Concealed insulated copper wiring with modular switches and MCB in each apartment

9

THE SIXTH SCHEDULE ABOVE REFERRED TO:

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83

(TITLE DEEDS)

Indenture of Conveyance dated the 21st day of February, 1966 made between the said Mallha Bose, therein referred to as the Vendor of the One Part and Sikha Das, therein referred to as the Purchaser of the Other Part and, registered with the Sub-Registrar, Alipore in Book No. I, Volume No.6, Pages 297 to 302, Being No. 1449 for the year 1966.

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

SIGNED, SEALED AND DELIVERED by the said OWNERS at Kolkata in the presence of:

1. *Gopal Jha*
204 A.C. Bose Rd., Kd-17

1. *Mallha Bose*

2. *Sikha Das*

Mallha Bose
144/E N.S.C. Bose Rd.
Kd-760040

SIGNED, SEALED AND DELIVERED by the said DEVELOPER at Kolkata in the presence of:

1. *Gopal Jha*
204 A.C. Bose Rd., Kd-17

UNIMARK REALTY PVT. LTD.

[Signature]
Director/Authorized Signatory

Mallha Bose

DRAFTED BY
Gopal Jha
[Signature]
HIGH COURT CALCUTTA

84

SPECIMEN FORM FOR TEN FINGERPRINTS



Norma Davis

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



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



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



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



Government Of West Bengal
Office Of the A.D.S.R. ALIPORE
District-South 24-Parganas

85

Endorsement For Deed Number : 1 - 01225 of 2013
(Serial No. 01237 of 2013)

On 08/02/2013

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)
Presented for registration at 16.55 hrs. on 08/02/2013, at the Private residence by Harsh Vardhan Patodia, one of the Executants.

Admission of Execution(Under Section 56,W.B.Registration Rules,1962)
Execution is admitted on 08/02/2013 by

1. Rana Das, son of Lt Bhabatosh Das, 174/B, Netaji Subhas Chandra Bose Road, Kolkata, Thana-Jadavpur, District-South 24-Parganas, WEST BENGAL, India, Pin :-700040, By Caste Hindu, By Profession - Others
2. Harsh Vardhan Patodia, Director, Unimark Realty Private Limited, 204, A. J. C. Bose Road, Kolkata, Thana-Shakespeare Sarani, District-Kolkata, WEST BENGAL, India, Pin :-700017, By Profession - Service
3. Lachmi Dey, wife of Trideep Dey, 90/2/3, Manik Bandopadhyay Sarani, Kolkata, Thana-Ropert Park, District-South 24-Parganas, WEST BENGAL, India, Pin :-700040, By Caste Hindu, By Profession - House wife
Identified By Mitra Das, wife of Rana Das, 174/B, Netaji Subhas Chandra Bose Road, Kolkata, Thana-Jadavpur, District-South 24-Parganas, WEST BENGAL, India, Pin :-700040, By Caste Hindu, By Profession -

(Anab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 11/02/2013

Certificate of Market Value(WB PUVI rules of 2004)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-3,43,32,391/-

Certified that the required stamp duty of this document is Rs.- 75020/- and the Stamp duty paid as Impressive Rs.- 100/-

(Anab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 21/02/2013

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 5, 5(f) of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

(Anab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

Endorsement Page 1 of 2

21/02/2013 12:53:00 P



86

Government Of West Bengal
Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : 1 - 01226 of 2013
(Serial No. 01237 of 2013)

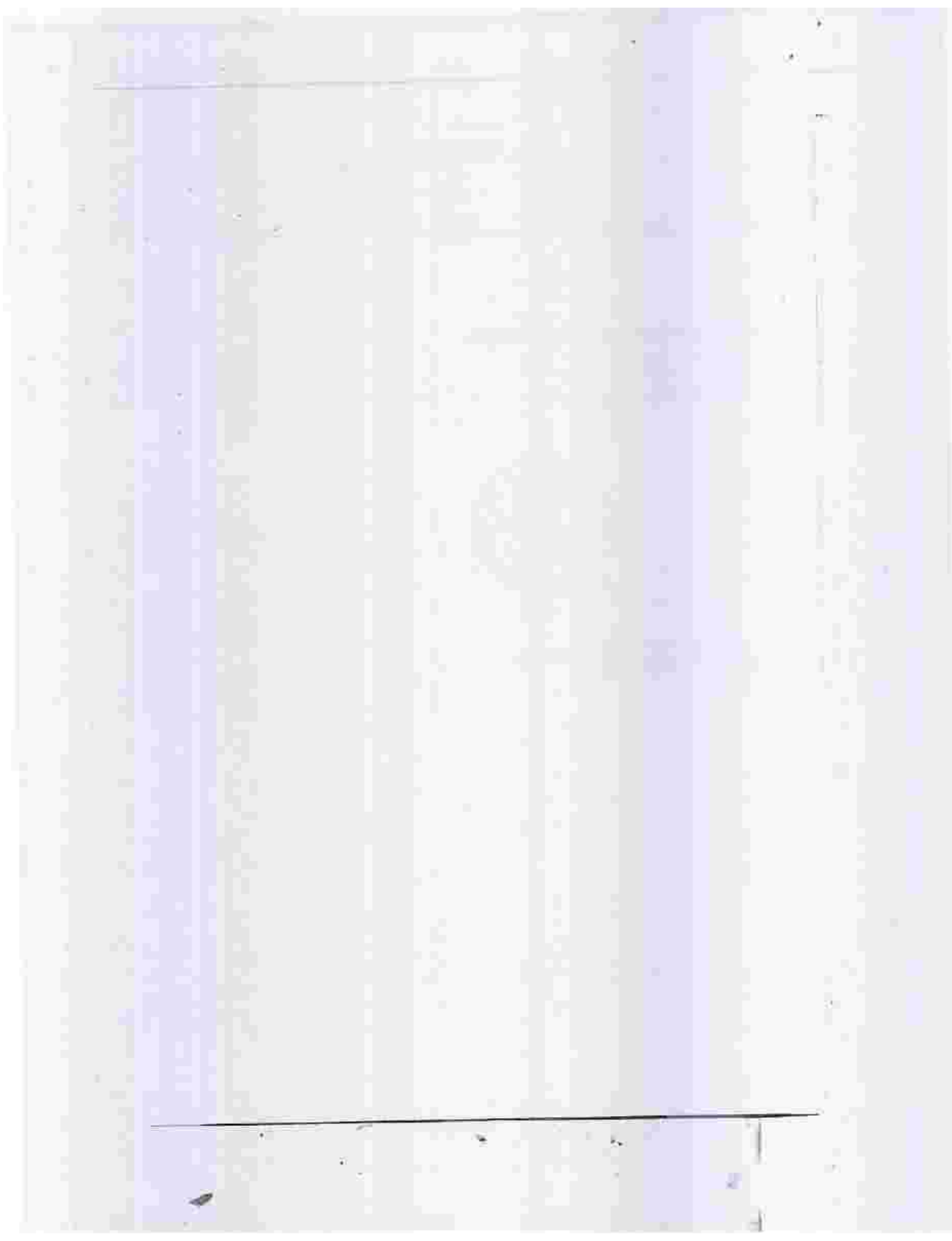
Rs. 21,00/- on 21/02/2013
(Under Article : E = 21/- on 21/02/2013)

Deficit stamp duty

Deficit stamp duty Rs. 75021/- is paid by the draft number 113350, Draft Date: 11/02/2013, Bank :
State Bank of India, SHAKESPEAR SARANI, received on 21/02/2013

(Arind Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

(Arind Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR



Annexure (F)

EB

1240/12

01/06/13



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

L 907305

08-02-13
4/0/13

THIS POWER OF ATTORNEY made this 08th day of Feb Two Thousand and Thirteen by (1) **MR. RANA DAS** (having Income Tax PAN/No. AAIPD 1613A), son of Late Bhabatosh Das, by faith - Hindu, by Nationality - Indian, by occupation - Management Consultant, at present residing at Premises No.174/5, Netaji Subhas Chandra Bose Road, Kolkata - 700040, Police Station - Jadavpur, (2) **MRS. LACHMI DEY** (having Income Tax PAN No. ADSPDB415F, wife of Mr. Trideep Dey (married daughter of late Bhabatosh Das), by faith-Hindu, by Nationality - Canadian (Overseas Citizen of India), by occupation - housewife, at present residing at 90/2/3 M. B. Sarani, Kolkata - 700040, Police Station- Jadavpur, hereinafter referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns)

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Certified that the document in admission is registered. The signature thereof and the stamp of the office are attached with the document as the part of this document.

21 FEB 2013

21 FEB 2013

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In favour of (1) MR. HARSH VARDHAN PATODIA, son of Mr. Gopal Prasad Patodia, (2) MR. KUMAR VARDHAN PATODIA, son of Mr. Harsh Vardhan Patodia, residing at 5F/2 New Road, Alipore, Kolkata - 700 027, hereinafter collectively referred to as the ATTORNEYS.

WHEREAS:-

- A. The Owners are absolutely and jointly entitled to **ALL THAT** the Municipal Premises No. 174/8 Netaji Subhas Chandra Bose Road, Kolkata - 700 040 (hereinafter referred to as the said **PROPERTY** and morefully mentioned in the **FIRST SCHEDULE** hereunder written).
- B. The Owners have intended to develop the said Land by construction, erection and completion of new building(s) thereupon for commercial exploitation and have engaged and entrusted **M/S. Unimark Realty Pvt. Ltd.**, having its registered office at 204 Acharya Jagdish Chandra Bose Road, Kolkata - 700 017 (hereinafter referred to as the said **DEVELOPER**) for the aforesaid purpose in terms of the Agreement dated 8th Feb 19 registered with the office of the A. D. I. R. Alipore South 29/13 and recorded in Being No. _____ for the year _____ (hereinafter referred to as the said **AGREEMENT**) under the terms contained and recorded therein.
- C. Under the said Agreement, it has been inter alia agreed by and between the Owners and the Developer that in consideration of the Owners' rights, title and interest in the said Property and also in consideration of the Owners granting the rights of development of the said Property and the Developer's Allocation in the New Building at the said Property and in further consideration of the Owners fulfilling their obligations under the said agreement, the Owners shall be entitled to 50% (fifty per cent) of the area of the Units/ Saleable Spaces in the proposed New Building **TOGETHER WITH** the undivided proportionate impartible share in the land attributable thereto **TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities **AND TOGETHER WITH** 50% of the Retail and Commercial Signage Space (hereinafter collectively referred to as the **OWNER'S ALLOCATION**) and in consideration of the Developer undertaking the project of development of the said Property and also in consideration of the Developer incurring and bearing various costs and expenses in this regard and in further consideration of the Developer fulfilling its obligations under this agreement, the Developer shall be entitled to remaining 50% (fifty per cent) of the area of the Units/ saleable Spaces in the proposed New Building **TOGETHER WITH** the undivided proportionate impartible share in the land attributable thereto **TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities **TOGETHER WITH** entire Signage Space **AND TOGETHER WITH**

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50% of the Retail and Commercial Signage Space (hereinafter collectively referred to as the **DEVELOPER'S ALLOCATION**).

D. Under the said Agreement, the Owners have agreed to grant a Power of Attorney in favour of (1) Mr. Harsh Vardhan Patodia and (2) Mr. Kumar Vardhan Patodia, for the purpose to do act and perform various acts deeds and things for sale and transfer of the Developers' Allocation in the proposed New Buildings at the said Property.

E. The Owners are thus desirous of nominating constituting and appointing the said (1) Mr. Harsh Vardhan Patodia and (2) Mr. Kumar Vardhan Patodia, to be their true and lawful Attorneys to do act and perform various acts deeds and things in respect of the said Developers' Allocation jointly and/or severally.

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH that We, the said Owners do hereby nominate constitute and appoint the said (1) Mr. Harsh Vardhan Patodia, (2) Mr. Kumar Vardhan Patodia, to be our true and lawful Attorneys to act do and perform the following acts deeds and things jointly and/or severally that is to say:-

1. To negotiate and enter into agreements with the prospective purchasers and/or transferees for sale, lease, rent, let and/or transfer of units/saleable spaces, roof right, car parking space and undivided and impartible share in common areas, facilities, amenities and land forming part of Developers' Allocation as referred to in the said Agreement on such terms and conditions as the Attorneys may think fit and proper.
2. To receive the sale proceeds, premium, advances, earnest money, consideration amount (part or full) for and in respect of the sale and/or transfer of units/saleable spaces, roof right, car parking space and undivided and impartible share in common areas, facilities, amenities and land forming part of Developers' Allocation as referred to in the said Agreement and to give and effectuate receipt for the same.
3. To sign execute and present for registration agreements, indentures, deeds and other documents for the purpose of sale and/or transfer of the units/saleable spaces, roof right, car parking space and undivided and impartible share in common areas, facilities, amenities and land forming part of Developers' Allocation as referred to in the said Agreement.
4. To represent us and appear before any Registrar of Assurances, District Registrar or Sub-Registrar of Assurances or other Officers or Authorities having jurisdiction in that behalf and thereto present for registration and acknowledge and register pursuant to the provisions and regulations in that

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behalf for the time being enforced all agreements, indentures, deeds and other documents executed and signed or made either by us personally or under authority of these presents or which we could present for registration and to admit the execution thereof and do all other acts and things in that behalf as our said Attorneys may deem necessary prudent or expedient for the purpose of sale and/or transfer of the units/saleable spaces, roof right, car parking space and undivided and impartible share in common areas facilities, amenities and land forming part of Developers' Allocation as referred to in the said Agreement.

5. To grant consent and 'No Objection Certificate' and to sign the agreements, indentures, deeds and other documents as a confirming party for sale and/or transfer of the units/saleable spaces, roof right, car parking space and undivided and impartible share in common areas facilities, amenities and land forming part of Developers' Allocation as referred to in the said Agreement, for enabling purchasers/ transferees of units/saleable spaces attributable to Developers' Allocation to apply for and obtain loans/financial accommodation from banks and/or financial institutions.

6. **AND GENERALLY** to do all acts, deeds, matters and things in respect of the units/saleable spaces, car parking spaces, both covered and uncovered, and undivided share in common areas, facilities, amenities and the land forming part of Developers' Allocation referred to in the said Agreement as the said Attorneys shall think fit and proper.

7. **AND** the Owners do hereby agree to ratify and confirm all and whatever acts, deeds, matters and things that the said Attorneys shall lawfully do or cause to be done by virtue hereof.

AND GENERALLY to act as our Attorneys in relation to the said Developer's Allocation referred to in the said Agreement for and on our behalf and to do and execute all instruments, acts, deeds, matters and things as fully and effectually as we could have done if personally present and we hereby agree to ratify and confirm whatever our said Attorneys shall do or purport to be done by virtue of these presents.

THE SCHEDULE ABOVE REFERRED TO:
(SAID PROPERTY)

ALL THAT piece or parcel of land containing by admeasurement 18 (eighteen) cottahs, a little more or less **TOGETHER WITH** a Ground plus One storied old building standing thereon lying and situate at Premises No. 174/8 (Notaj) Subhas Chandra Bose Road, Kolkata - 700 040, and butted and bounded as follows:

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- On the North : By open ground with one two storied building
- On the East : By 3370 mm wide open lane
- On the South : By 11900 mm wide KMC road
- On the West : By premises no. 174/33 N. S. Rd

IN WITNESS WHEREOF We the said Owners have hereunto set and subscribed our respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the said **OWNERS** at Kolkata in the presence of:

1- *[Signature]*
204 A.C. Road (W)
1001-172

1. *[Signature]*

[Signature]
174/33 N.S.C. Road
Kol - 700040

2. *[Signature]*

Accepted by -
[Signature]
(HARSH VARDHAN PATODIA)

[Signature]
KUNAR VARDHAN PATODIA

DRAWN BY
[Signature]
HALL CHART CALCUTTA

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SPECIMEN FORM FOR TEN FINGERPRINTS



Lawrence G. Pitt

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



Lawrence G. Pitt

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Right Hand					



Lawrence G. Pitt


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Right Hand					



Lawrence G. Pitt

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Right Hand					

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Government Of West Bengal
Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : I - 01226 of 2013
(Serial No. 01240 of 2013)

On 08/02/2013

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

Presented for registration at 16.50 hrs. on 08/02/2013, at the Private residence, by Harsh Vardhan Patodia, one of the Claimants

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

Execution is admitted on 08/02/2013 by

1. Rana Das, son of Lt Bhabatosh Das, 174/B, Netaji Subhas Chandra Bose Road, Kolkata, Thana-Jadavpur, District-South 24-Parganas, WEST BENGAL, India, Pin -700040, By Caste Hindu, By Profession : Others
 2. Lachmi Dey, wife of Trideep Dey, Manik Bandyopadhyay Sarani, 90/2/3, Kolkata, Thana-Jadavpur, District-South 24-Parganas, WEST BENGAL, India, Pin -700040, By Caste Hindu, By Profession : House wife
 3. Harsh Vardhan Patodia, son of Gopal Prasad Patodia, 5 F/2, New Road, Kolkata, Thana-Alipore, District-South 24-Parganas, WEST BENGAL, India, Pin -700027, By Caste Hindu, By Profession : ---
 4. Kumar Vardhan Patodia, son of Harsh Vardhan Patodia, 5 F/2, New Road, Kolkata, Thana-Alipore, District-South 24-Parganas, WEST BENGAL, India, Pin -700027, By Caste Hindu, By Profession : ---
- Identified By Mitra Das, wife of Rana Das, 174/B, Netaji Subhas Chandra Bose Road, Kolkata, Thana-Jadavpur, District-South 24-Parganas, WEST BENGAL, India, Pin -700040, By Caste Hindu, By Profession : ---

(Arun Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 11/02/2013

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.-3,48,32,391/-

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

(Arun Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 21/02/2013

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

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

Payment of Fees:


(Arun Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

21/02/2013 12:52:00 P

Endorsement Page 1 of 2

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Government Of West Bengal
Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : 1 - 01226 of 2013
(Serial No. 01240 of 2013)

Amount By Cash

Rs. 7.00/-, on 21/02/2013

(Under Article : (E = 7/- on 21/02/2013)

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR



(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

21/02/2013 12:52:00 P

EndorsementPage 2 of 2

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Amount - 9

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पश्चिम बंगाल WEST BENGAL

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02-02-13
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THIS POWER OF ATTORNEY made this 8th day of Feb Two Thousand and Thirteen by (1) **MR. RANA DAS** (having Income Tax PAN No. AAIPD 1813A), son of Late Bhabatosh Das, by faith - Hindu, by Nationality - Indian, by occupation Consultant, Engineer, at present residing at Premises No.177/8, Netaji Subhas Chandra Bose Road, Kolkata - 700040, Police Station - Jadavpur. (2) **MRS. LACHMI DEY** (having Income Tax PAN No. ADSPD6415F, wife of Trideep Dey (married daughter of late Bhabatosh Das), by faith-Hindu, by Nationality - Canadian (Overseas Citizen of India), by occupation - housewife, at present residing at 90/2/3 M. B. Sarani, Kolkata - 700040, Police Station- Jadavpur, hereinafter referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns)

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Certified that the instrument is authentic to register. The stamp should not be enforced and it is not a part of the document.

Add. Dist. Sub-Registrar
Alipore, South 24 P.W.

21 FEB 2013

In favour of (1) **MR. HARSH VARDHAN PATODIA**, son of Mr. Gopal Prasad Patodia, (2) **MR. KUMAR VARDHAN PATODIA**, son of Mr. Harsh Vardhan Patodia, residing at 5F/2 New Road, Alipore, Kolkata - 700 027, hereinafter collectively referred to as the **ATTORNEYS**.

WHEREAS:-

- A. The Owners are absolutely and jointly entitled to **ALL THAT** the Municipal Premises No. 174/B Netaji Subhas Chandra Bose Road, Kolkata - 700 040 (hereinafter referred to as the said **PROPERTY** and more fully mentioned in the **SCHEDULE** hereunder written).
- B. The Owners have intended to develop the said Property by construction, erection and completion of new building thereupon for commercial exploitation and have engaged and entrusted **M/S. UNIMARK REALTY PRIVATE LIMITED**, having its registered office at 204, AJC Bose Road, Kolkata - 700017 (hereinafter referred to as the said **DEVELOPER**) for the aforesaid purpose in terms of the Agreement dated 8th Feb 2013 registered with the office of the ASR Alipore 24 pgs (S) and recorded in Being No. _____ for the year _____ (hereinafter referred to as the said **AGREEMENT**) under the terms contained and recorded therein.
- C. In pursuance of the said Agreement, the Owners have agreed to grant a Power of Attorney in favour of (1) Mr. Harsh Vardhan Patodia and (2) Mr. Kumar Vardhan Patodia, to do act and perform various acts deeds and things required for the development of the said Property.
- D. The Owners are thus desirous of nominating constituting and appointing the said (1) Mr. Harsh Vardhan Patodia and (2) Mr. Kumar Vardhan Patodia, to be their true and lawful Attorneys to do act and perform various acts deeds and things in respect of the development of the said Property, jointly and/or severally.

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH that We, the said Owners do hereby nominate constitute and appoint the said (1) Mr. Harsh Vardhan Patodia and (2) Mr. Kumar Vardhan Patodia, to be our true and lawful Attorneys to act do and perform the following acts deeds and things jointly and/or severally that is to say:-

- 1. To look after manage supervise and administer all necessary affairs and matters in respect of the said Property.
- 2. To erect boundary walls around the said Property.

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3. To cause to demolish/ dismantle the existing building/ structures at the said Property.
4. To appoint, engage and employ durvans, security men, employees for the safety and security of the said Property and pay their salary, remunerations and charges.
5. To apply for and obtain the mutation, assessment, conversion of the said Property and to sign and execute all declarations, forms, affidavits, applications and all other papers and documents as required for such purpose.
6. To appoint Architect(s), Engineer(s), Contractor(s), agents, staff and to cause survey and soil test work of the said Property and to pay their fees and charges.
7. To enter upon the said Property with men and material as may be required for the purpose of development work and erect the New Building as per the Building Plan to be sanctioned by the concerned statutory authorities.
8. To apply for and obtain approvals, consents, licenses, clearances, permissions, sanctions and no-objections which may be required to be obtained from any authority, body or functionary under the applicable laws such as the Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, WBSEDCL, WBSEB, Directorate of Lifts, Fire Services, Fire Brigade, Traffic Department, Directorate of Electricity, Police authorities, Public Works Department (PWD), Roads and Highway Department, Land Reforms offices, Planning authorities, Pollution Control Board, the authorities under Urban Land (Ceiling & Regulations) Act, 1976, West Bengal (Regulation of Promotion of Construction and Transfer by Promoters) Act, West Bengal Land Reforms Act, West Bengal Estate Acquisition Act, West Bengal Town and Country (Planning & Development) Act, Development Authority, Pollution Control Board, and/ or other competent authorities for development of the said Property and for that purpose to sign such applications, papers, writings, undertakings, affidavits, etc.
9. To apply for sanction of the plan before the concerned authorities the Kolkata Municipal Corporation for erection and construction of New Building(s) at the said Property and to sign and execute necessary applications, undertakings, affidavits, deeds, documents, maps, sketches, drawings etc. for the aforesaid purpose and to obtain delivery of such plan.



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10. To apply for, sign and execute necessary applications, undertakings, affidavits, sketches, drawings etc., for modifications/variations/alterations of the Building Plan from time to time as may be required.
11. To appear and represent the Owners before the concerned authorities including the Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, WBSEDCL, WBSEB, Directorate of Lifts, Fire Services, Fire Brigade, Traffic Department, Directorate of Electricity, Police authorities, Public Works Department (PWD), Roads and Highway Department, National Highway Authority of India, Land Reforms offices, Planning authorities, Pollution Control Board, the authorities under Urban Land (Ceiling & Regulations) Act, 1976, West Bengal (Regulation of Promotion of Construction and Transfer by Promoters) Act, West Bengal Land Reforms Act, West Bengal Estate Acquisition Act, West Bengal Town and Country (Planning & Development) Act, Development Authority, Pollution Control Board, registration offices, Notary Public, Magistrate and/ or other competent authorities for all matters pertaining to the said Property.
12. To represent us before Ratan Banerjee for the purpose of negotiating, settling and entering into such arrangement, settlement or agreement with the said Ratan Banerjee to have any previous agreements/understanding cancelled and/or terminated and to have him surrender their rights (if any) on the said property.
13. To pay and deposit necessary fees and charges for obtaining such approvals, consents, permissions, sanctions and no-objections sanction and such modification/ variations/ alteration of the sanctioned plan and to receive and realize refunds of the excess and surplus of such amounts of fees and charges, if any.
14. To appear before the concerned authorities for determination and fixation and/or finalization and/ or assessment of the annual valuation of the said Property and for that purpose to sign, execute and submit necessary papers and documents and to do all other acts, deeds and things as the said Attorneys may deem fit and proper.
15. To apply for obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities for erection construction and completion of New Building at the said Property.
16. To apply for and obtain connections of gas, water, sewerage, drainage, electricity, telephone and other facilities and utilities at the said Property and to make alterations thereof and to close down and/or have disconnected the same

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and for that purpose to sign, execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things as may be deemed fit and proper by the said Attorneys.

17. To apply for and obtain occupancy and completion certificate in respect of the New Building or parts thereof from the concerned authorities.
18. To pay and deposit all rates, taxes and outgoings including Municipal Taxes, Urban Land Tax, Rent, Revenue, Khazana and other statutory charges whatsoever, payable for and on account of the said Property and receive and realize refunds of excess and surplus amounts if any.
19. To accept any service of writ of summons, notices, warrants, Subpoenas or other legal process and to appear in any courts, tribunals or authorities and to file, institute, commence, prosecute, enforce, defend, answer, oppose, settle and compromise all actions, suits, cases, appeals, revisional applications, review, trial, write applications and other legal proceedings and demands touching any of the matters concerning the said Lands or any part thereof including relating to acquisition and/or requisition in respect of the said Property or any part thereof and if think fit to compromise settle refer to arbitration, any such action or proceeding as aforesaid and to adduce and depose evidences before any Court (Civil or Criminal or Revenue), Tribunal, Judicial Forum, Quasi-Judicial forum and to sign, verify and affirm all plaints, petitions, depositions, papers, applications, petitions, written statements, vakalatnamas or power of attorney, memorandum of appeal and/or other papers and documents to be filed therein or otherwise required in connection therewith.
20. To sign, declare and/or affirm any plaint, written statement, petition, affidavit, verification, vakalatnama, and warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings or in any way connected therewith.
21. To compromise and settle all or any of the actions, suits and other proceedings whether legal or not as the said Attorneys may deem fit and proper in connection with the said premises in terms of the said Agreement.
22. To sign, issue, deliver, serve, accept, acknowledge, as the case may be, all notices, letters, reply notices, subpoenas, summons from time to time in connection with the matters herein contained.





- 23. To deposit and withdraw fees, documents and moneys in and from any Court or Courts and/or any other person or authority and give valid receipts and discharges therefor in connection with the said premises.
- 24. To apply for and obtain necessary permission for soil testing, demarcation of boundaries, survey and measurement of the said premises as is required and necessary for the sanction of the building plan in connection with the said premises.
- 25. To commence, carryout and complete and/or cause to be commenced, carried out and apply for and obtain occupancy certificate/s and building completion certificate/s from the Kolkata Municipal Corporation and also cause the assessment, mutation of units in the name of the purchasers and for that purposes to do all acts, deeds and things as the said Attorneys may desire or deem fit in connection with the said premises.
- 26. To engage, appoint, terminate and discharge any solicitor, counsel, advocate, vakil, pleader, lawyer and pay their fees.
- 27. To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as the Owners could do in person.

For all or any of the purposes hereinbefore stated to appear before all authorities having jurisdiction and to sign, execute correspond and submit papers and documents on our behalf.

AND GENERALLY to act as our Attorneys for the purpose of development of the said Property as referred to in the said Agreement for and on our behalf and to do and execute all instruments, acts, deeds, matters and things as fully and effectually as we could have done if personally present and we hereby agree to ratify and confirm whatever our said Attorneys shall do or purport to be done by virtue of these presents.

AND GENERALLY to do all acts, deeds and things in our names as we could have lawfully done and we hereby ratify and confirm and agree to ratify and confirm all and whatsoever the said Attorneys shall lawfully do or cause to be done in or about the said Property as aforesaid in terms of the said Agreement dated 28 Feb, 2019

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THE SCHEDULE ABOVE REFERRED TO:
(SAID PROPERTY)

ALL THAT piece or parcel of land containing by admeasurement 18 (eighteen) cottahs, a little more or less **TOGETHER WITH** a Ground plus One storied old building standing thereon lying and situate at Premises No. 174/8 Netaji Subhas Chandra Bose Road, Kolkata - 700 040, and butted and bounded as follows:

- On the North : By open ground with one two storied building
- On the East : By 3370 mm wide open lane
- On the South : By 11900 mm wide KMC road
- On the West : By premises no. 174/33 N. S. Rd.

IN WITNESS WHEREOF We the said Owners have hereunto set and subscribed our respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the said OWNERS at Kolkata in the presence of:

1. *[Signature]*
204 A/E Bose Rd
KOL-17

2. *[Signature]*
174/8 N.S.R. Bose Road.
KOL-700040.

1. *[Signature]*

2. *[Signature]*

Accepted by

[Signature]
(HARSH VARDHAN PATODIA)

[Signature]
(KUNAL VARDHAN PATODIA)

Witness By

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SPECIMEN FORM FOR TEN FINGERPRINTS



Kama

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



Karson

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



W. Carter

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



Kama

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



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Government Of West Bengal
Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : 1 - 01227 of 2013
(Serial No. 01243 of 2013)

On 08/02/2013

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

Presented for registration at 10.45 hrs on 01/02/2013 at the Private residence of Harsh Vardhan Patodia, one of the Claimants.

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

Execution is admitted on 08/02/2013 by

1. Rana Das, son of Lt Bhabatosh Das, 174/B, Netaji Subhas Chandra Bose Road, Kolkata, Thana-Jedevpur, District-South 24-Parganas, WEST BENGAL, India, Pin-700040, by Caste Hindu, By Profession, Others;
2. Lachmi Dey, wife of Trideep Dey, Manik Bandyopadhyay Sarani, 90/2/3, Kolkata, Thana-Jedevpur, District-South 24-Parganas, WEST BENGAL, India, Pin-700040, By Caste Hindu, By Profession, House wife
3. Harsh Vardhan Patodia, son of Gopal Prasim Patodia, 5 F/2, New Road, Kolkata, Thana-Alipora, District-South 24-Parganas, WEST BENGAL, India, Pin-700027, By Caste-Hindu, By Profession ----
4. Kumar Vardhan Patodia, son of Harsh Vardhan Patodia, 5 F/2, New Road, Kolkata, Thana-Alipora, District-South 24-Parganas, WEST BENGAL, India, Pin-700027, By Caste-Hindu, By Profession ----
Identified By Mitra Das, wife of Rana Das, 174/B, Netaji Subhas Chandra Bose Road, Kolkata, Thana-Jedevpur, District-South 24-Parganas, WEST BENGAL, India, Pin-700040, By Caste Hindu, By Profession ----

(Anabi Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 11/02/2013

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-3,43,32,391/-

Certified that the required stamp duty of this document is Rs.- 50/- and the Stamp duty paid is. Impressive Rs.- 50/-

(Anabi Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 21/02/2013

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

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

Payment of Fees:

(Anabi Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

Endorsement Page 1 of 2



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Government Of West Bengal
Office Of the A.D.S.R. ALIPORE
District: South 24-Parganas

Endorsement For Deed Number : 1 - 01227 of 2013
(Serial No. 01243 of 2013)

Amount By Cash

Rs. 7.00/- on 21/02/2013

(Under Article 17E of 7/- on 21/02/2013)

(Arnob Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

(Arnob Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

21/02/2013 12:51:00 P

Endorsement Page 2 of 2

10/10/10

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