

DSP LAW ASSOCIATES

35465

Serial No.

Advocates

4D Nicco House

Name

1B & 2 Hare Street,

Kolkata - 700001

Address

Prop:- Srikant Tiwari
Licenced Stamp Vender
BACHAN GANGA
2 & 3, Bankshall Street
Kolkata - 700 001

03 SEP 2018

03 SEP 2018



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
04 SEP 2018

Identified by me
md. Nisar Rabbani
4/1, Beelmal Road,
Kolkata - 700016
also vill- Modidih
PO- Basodih, Satgawan
Dist. Koduma
Therak

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ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
04 SEP 2018

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and
0-1430184/18.
Dev Anil
Additional Registrar in
Assurances-IV, Kolkata

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

Dev Anil
Additional Registrar
of Assurances-IV, Kolkata

22 SEP 2018

THIS AGREEMENT made this 14th day of September Two Thousand and Eighteen BETWEEN **BISWANATH BHATTACHARJEE** (also known as **Biswanath Bhattacharya**) son of Late Surendra Nath Bhattacharjee residing at FF-7, Sector - III, Tank No. 12, Salt Lake, Bidhannagar, Post Office IB Block,

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Govt. of West Bengal
Directorate of Registration & Stamp Revenue
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GRN: 19-201819-028705652-1 **Payment Mode** Online Payment
GRN Date: 14/09/2018 10:31:00 Bank : ICICI Bank
BRN : 1534869233 BRN Date: 14/09/2018 00:00:00

DEPOSITOR'S DETAILS

Id No. : 19040001430184/19/2018

[Query No./Query Year]

Name : ATK MANOR DEVELOPERS LLP
Contact No. : Mobile No. : +91 9748431646
E-mail : kzar.projects@gmail.com
Address : 63 RAFI AHMED KIDWAI ROAD KOLKATA 700016
Applicant Name : Mr A T K MANOR DEVELOPERS LLP
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 19

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount, ₹
1	19040001430184/19/2018	Property Registration- Stamp duty	0030-02-103-003-02	75021 ✓
2	19040001430184/19/2018	Property Registration- Registration Fees	0030-03-104-001-16	121105 ✓

Total

196126

In Words : Rupees One Lakh Ninety Six Thousand One Hundred Twenty Six only

Police Station Bidhannagar South, Kolkata-700106, having PAN APKPB3192D hereinafter referred to as "the **OWNER**" (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/or assigns) of the **ONE PART AND A T K MANOR DEVELOPERS LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 and having its Registered Office at 63, Rafi Ahmed Kidwai Road, Kolkata, West Bengal, 700016, India, Police Station Park Street, Post Office Park Street, Kolkata 700016, having PAN ABMFA8118L represented by its Designated Partner Mr. Arpit Giria son of Sunil Kumar Giria residing CD-35, Sector-1, Salt lake City Ground Floor, Kolkata- 700064, Police Station Bidhan Nagar North, Post Office Bidhan Nagar, having PAN BKKPG0009G, hereinafter referred to as "the **DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its partners for the time being and also its successors or successors-in-office and/or assigns) of the **OTHER PART**:

PART-I # DEFINITIONS & INTERPRETATION:

1. DEFINITIONS:

1.1. Unless in this Agreement there be something contrary or repugnant to the subject or context:-

1.1.1 "**Appropriate Authorities**" shall mean the Central or State Government or any department thereof and/or its officers and functionaries also all other State, Executive, Judicial or Quasi Judicial authorities, Local Authority, Government Company, Statutory Bodies and/or other authorities having jurisdiction and includes Jyangra Hatiara Gram Panchayat No.2, Zilla Parishad, Panchayet Samity, Municipal Engineering Directorate, B.L.&L.R.O., D.L.&L.R.O., Collector, Planning Authority, Development Authority, Fire Brigade, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Airport Authority, Real Estate Authorities, Housing Industry Regulatory Authority, Police Authorities, Law Enforcement Authorities, Pollution Control Authorities, Fire Service Authorities, Insurance Companies, Income Tax Authorities, Goods and Service Tax Authorities, Courts, Tribunals, Judicial and Quasi Judicial authorities and forums having jurisdiction over the relevant activity and include the concerned Service/Utility Providers for electricity, water, drainage, sewerage, lift, generator, telecom, television, wireless connectivity, digital and other utilities whatsoever or howsoever;

1.1.2 "**Building Complex**" shall mean and include the Subject Property and the New Buildings thereat with the Common Areas and Installations and all other open and covered spaces thereat;

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- 1.1.3 **"Building Plans"** shall mean the one or more plans for construction of the New Buildings to be caused to be sanctioned by the Developer in the names of the Owner from the Appropriate Authorities and include all modifications and/or alterations as may be made thereto;
- 1.1.4 **"Common Areas and Installations"** shall according to the context mean and include the areas installations and facilities comprised in and for the New Building/s and/or the Subject Property and/or any part or parts thereof as may be expressed or intended by the Developer from time to time for use in common with rights to the Developer to keep any part or parts of the Common Areas and Installations as being meant for use by the select category or group of Transferees and such other persons as the Developer may deem fit and proper.
- 1.1.5 **"Common Purposes"** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the transferees thereof; collection and disbursement of the common expenses; the purpose of regulating mutual rights, obligations and liabilities of the transferees thereof; and dealing with all matters of common interest of the transferees thereof;
- 1.1.6 **"Developer's Allocation"** shall mean the areas, portions and shares of and in the Building Complex to belong to the Developer in terms of Clause 11 hereto;
- 1.1.7 **"Encumbrances"** shall include mortgages, charges, security interest, liens, lis pendens, attachments, leases, tenancies, bargadars, occupancy rights, uses, debutters, trusts, acquisition, requisition, vesting, claims, demands and liabilities whatsoever;
- 1.1.8 **"Extras and Deposits"** shall mean the amounts mentioned in **FOURTH SCHEDULE** hereto subject to any variations as per Clause 13.9 hereto;
- 1.1.9 **"Force Majeure"** shall mean any event or combination of events or circumstances beyond the control of a Party, which cannot be prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement including (a) Acts of God i.e. fire, draught, flood, earthquake, storm, lightning, epidemics and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs, civil disturbances, curfew etc.; (d) Civil commotion, insurgency, war or enemy action or terrorist action; (e) Change in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by

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court of law, Arbitrator, Government; (f) Non functioning of any existing or new Appropriate Authorities due to any reason whatsoever and (g) any other event or circumstance which is beyond the control of the parties.

- 1.1.10 **"New Building/s"** shall mean the several New Building/s to be constructed from time to time at the Subject Property;
- 1.1.11 **"Owner's Allocation"** shall mean the areas, portions and shares of and in the Building Complex to belong to the Owner in terms of Clause 11 hereto;
- 1.1.12 **"Phases"** with their grammatical variations shall mean the one or more different phases in which the Project may be carried out in terms hereof;
- 1.1.13 **"Project"** shall mean and include the planning and development of the Subject Property into the Building Complex and the allocation of the respective allocations of the parties with rights to them to Transfer the same respectively in terms hereof and the administration of the Building Complex in matters relating to the Common Purposes all in accordance with the terms and conditions of this Agreement.
- 1.1.14 **"Real Estate Laws"** shall mean the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993, Real Estate (Regulation and Development) Act, 2016, West Bengal Housing Industry Regulation Act, 2017 or any of them as applicable and include the amendments and substitutes thereof and also all rules, regulations and byelaws in respect thereof.
- 1.1.15 **"Realization"** shall mean and include all amounts received against Transfer of the Units, Parking Spaces and other Transferable Areas from time to time including the consideration for Transfer and for Floor Rise Escalation and PLC but shall not include any amounts received on account of Extras & Deposits;
- 1.1.16 **"Subject Property"** shall mean the pieces or parcels of contiguous and adjacent lands in one combined parcel in Mouza Ghuni and morefully and particularly fully described in the **FIRST SCHEDULE** hereunder written;
- 1.1.17 **"Transfer"** with its grammatical variations shall include transfers by sale, lease, letting out, grants, exclusive rights or otherwise;
- 1.1.18 **"Transferable Areas"** shall mean Units, Parking Spaces, terraces, roofs, gardens, open spaces, club (if constructed by the Developer) with or without any facilities and all other areas at the Building Complex capable of being

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transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include any area, right or privilege at the Building Complex capable of being commercially exploited or transferred for consideration in any manner;

1.1.19 **"Transferees"** shall mean the persons to whom any Transferable Areas in the Building Complex is Transferred or agreed to be Transferred;

1.1.20 **"Units"** shall mean the independent and self-contained flats, offices, shops and other constructed spaces in the New Buildings at the Subject Property capable of being exclusively held used or occupied by a person;

1.2. INTERPRETATION:

1.2.1 Reference to any Clause shall mean such Clause of this Agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this deed and include any parts of such Schedule;

1.2.2 Words of any gender are deemed to include those of the other gender;

1.2.3 Words using the singular or plural number also include the plural or singular number, respectively;

1.2.4 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Parts and Clauses of this Agreement, as the case may be;

1.2.5 Reference to the word "include" shall be construed without limitation;

1.2.6 The Schedules/Annexure and recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to be a breach of this Agreement;

PART-II # RECITALS AND REPRESENTATIONS:

2. **OWNERHIP AND INTENT:** The Owner is the full and absolute Owner of the Subject Property which is a contiguous block of land. The Owner has decided to carry out integrated development of the Subject Property into the Building Complex through real estate promoters who would cause the development of the same and to identify the allocation of the parties and who shall have the right to Transfer its

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allocation in the same and shall also have the right to administer the same and have all connected rights in the same.

2.1. **BROAD & BASIC UNDERSTANDING:** Upon mutual discussions and negotiations between the parties, it was agreed and decided by and between them that the Owner would appoint Developer hereto as the Developer and grant to the Developer the sole and exclusive rights and authorities for causing to be developed the Building Complex at the Subject Property and the Owner would provide to the Developer the Subject Property in a state free from all Encumbrances and with clear marketable title and the Developer would construct or cause to be constructed the Building Complex and the Owner's Allocation and would have the right to Transfer the Developer's Allocation at such price as may be deemed fit and proper by the Developer and to appropriate the Realizations thereof exclusively.

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

2.2.1 The Owner for valuable consideration paid by it purchased and became and still are the full and absolute Owner of the Subject Property. The facts about the Owner deriving title to the respective portions and shares in the Subject Property are represented by the Owner in the **FIFTH SCHEDULE** hereto and the same are all true and correct;

2.2.2 The Owner has good marketable title in respect of the Subject Property.

2.2.3 That the Subject Property and every part thereof are all free from all Encumbrances created or suffered by the Owner and without any claim, right, title, interest of any other person thereon or in respect thereof save the occupation of the portions thereof by the Occupants;

2.2.4 That the entire Subject Property is in open continuous khas vacant and peaceful possession of the Owner since the date of its purchase;

2.2.5 The Owner after having acquired the Subject Property have caused his name to be mutated in the relevant Land Records of the BLLRO in or about the year 1985 and has paid upto date land revenue. The Owner's name is recorded in the records of the Jyangra Hatiara Gram Panchayet-2 and the Owner has paid upto date panchayet tax;

2.2.6 That the Subject Property is secured by boundary walls with proper entry/exit gates and is directly abutting on its front/road side by a more than

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65 feet wide public Road commonly known as Adarshapally road with a continuous frontage of more than 87 feet approximately alongside such road and on its Right side by a more than 15 feet wide public Road with a continuous frontage of more than about 350 feet approx alongside such road;

- 2.2.7 There is no notice of acquisition or requisition received or to the knowledge of the Owner in respect of the Subject Property or any part thereof and the Subject Property does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or surplus land under West Bengal Estates Acquisition Act, 1953 or the West Bengal Land Reforms Act, 1955 or any other law whatsoever;
- 2.2.8 The Subject Property or any part thereof has never been attached and/or is liable to be attached or affected under any decree or order of any authority or court or tribunal or under any tax laws or FERA/FEMA laws or money laundering laws or otherwise.
- 2.2.9 There is no impediment, obstruction, restriction or prohibition in the Owner entering upon this Agreement and/or in development and transfer of the Subject Property so developed;
- 2.2.10 That all original documents of title in respect of the Subject Property are in the custody of the Owner;
- 2.2.11 The Owner has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Subject Property or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement;
- 2.2.12 That the Owner has not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever in regard to or which may affect or entangle the Subject Property in any manner;
- 2.2.13 The Owner has not entered upon any agreement or contract with any other person in connection with the Subject Property or its development/sale/transfer nor have otherwise dealt with the Subject Property or any part thereof prior to execution of this Agreement;
- 2.2.14 There is no difficulty in the compliance of the obligations of the Owner hereunder.

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- 2.3. **RECORDING INTO WRITING:** The parties are now entering upon this Agreement to record into writing all the terms and conditions agreed between them in connection with the development of the Subject Property and the Transfer and administration of the Building Complex and the respective rights and obligations of the parties in respect of the same as hereinafter contained.

PART-III # WITNESSETH:

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

3. DEVELOPMENT AND CONSTRUCTION:

- 3.1. In the premises aforesaid, the Owner has agreed to provide the Subject Property exclusively for the purpose of the Project and have appointed the Developer for the Project and hereby grant to the Developer the exclusive rights and authority to develop or cause to be developed the Subject Property as a Building Complex and construct the Owner's Allocation for the Owner in terms hereof, with rights and authority to hold and/or Transfer the Developer's Allocation exclusively as contained herein and the Developer hereby agrees to accept the same at and for the mutual considerations and on the terms and conditions hereinafter contained.
- 3.2. With effect from the date of execution hereof, the Developer shall have the sole and exclusive rights, authorities and entitlements(a) to develop and construct or cause to be developed and constructed the Building Complex at the Subject Property and (b) to administer the entire Building Complex in the manner and until the period as morefully contained herein and (c) to the Developer's Allocation and the entire Realizations in respect thereof and (d) entirety of the Extras and Deposits and (e) all other properties benefits and rights hereby agreed to be granted to the Developer or to which the Developer is entitled hereunder and the Owner shall be entitled (a) to the Owner's Allocation to be delivered by the Developer to the Owner in terms hereof and to the entire Realizations in respect thereof and (b) all other properties benefits and rights hereby agreed to be granted to the Owner or to which the Owner is entitled hereunder on and subject to the terms and conditions hereinafter contained.
- 3.3. The Owner agrees to Transfer the proportionate share in land appurtenant to the Units and other Transferable Areas comprised in the Developer's Allocation and of all and whatever right, title and/or interest in the Developer's Allocation to the persons nominated by the Developer and the consideration for the same shall be the construction and related costs of the Owner's Allocation.

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- 3.4. Except in accordance with any specific terms and conditions mentioned elsewhere in this Agreement, this Agreement shall not be cancelled or revoked by the Parties under any circumstances.
- 3.5. Each of the parties agree to carry out their respective obligations and liabilities hereunder in the manner agreed to herein within the stipulated periods thereof and the Developer agrees to develop the Subject Property in the manner hereinafter mentioned and to provide or cause to be provided all requisite workmanship, materials, technical knowhow for the same and to pay the costs and expenses thereof in the manner mentioned hereinafter.
- 3.6. The Building Complex shall be constructed and completed by the Developer in the manner and in doing so the Developer shall adhere to the Building Plans at the Developer's cost.

4. POSSESSION:

- 4.1. It is recorded that the Owner has delivered vacant and peaceful possession of the Subject Property to the Developer at or before the execution hereof.

5. TITLE AND ENCUMBRANCES:

- 5.1. In connection with the Subject Property, the Owner shall at its own costs and expenses be obliged to carry out, observe and perform the following obligations:
- 5.1.1 **MARKETABLE TITLE:** The Owner shall make out and keep and maintain, at its costs, good marketable title to the Subject Property.
- 5.1.2 **FREE OF ENCUMBRANCES:** The Subject Property and each part thereof is and shall be free of and from of Encumbrances and in case any Encumbrance arises or is detected in respect of the Subject Property or any part thereof at any time or in case any defect or deficiency in the title of the Subject Property arises or is detected at any time or there is any claim of possession or occupation by any person in respect of the Subject Property at any time, the same shall be rectified and cured by the Owner.
- 5.1.3 **ERRORS:** In case the records of the B.L. &L.R.O, Panchayet or any other concerned authority require any correction or rectification or change, the Owner shall apply for and obtain the same. The costs and expenses of any

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such correction, rectification or change shall be borne and paid by the Owner.

5.1.4 **OUTSTANDING TAXES:** The Owner shall pay and clear upto date government dues, Khajana and Panchayet Tax, if any outstanding.

- 5.2. **CONVERSION:** The Developer shall obtain Conversion of the land to the nature of use commensurate with the Building Complex.
- 5.3. **BOUNDARY WALLS:** The Developer shall be entitled to repair/reinstate wherever necessary the existing boundary walls as required.
- 5.4. **NOC from ULC:** The Developer shall apply for and obtain the No Objection Certificate from the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 at the earliest.
- 5.5. **CO-OPERATION OF OWNER:** The Owner agree to provide all necessary co-operation to the Developer in respect of the several acts, deeds and things to be done by the Developer as aforesaid and to sign, execute, register and/or deliver all writings and do all acts deeds and things as be required by the Developer from the Owner. It is expressly agreed that the Developer has taken the responsibilities in respect of the several activities under Clause 5.2 to 5.4 above upon the assurance of the Owner that the Subject Property or the title of the Owner thereto does not suffer from any defect, discrepancy or eligibility in the doing and carrying out of the said activities and that there shall be no difficulty in the doing and carrying out of the same owing to any act or omission done or to the knowledge of the Owner or their predecessors-in-title. While the Developer shall make efforts to carry out the responsibilities as mentioned above at the earliest, the Developer shall not be liable for the time taken in respect of the same.

6. TITLE DEEDS:

- 6.1. Title Deeds shall include the records of rights, succession certificates, heirship certificates, documents, instruments, etc., in respect of or evidencing ownership of the Owner and those forming part of the chain of title.
- 6.2. It is recorded that the Owner has delivered all original documents of title relating to the Subject Property with the Developer at or before the execution hereof.
- 6.3. The Developer shall be entitled from time to time and at all times to produce, give copies and extracts of and from the said original documents of title before government and semi government bodies and authorities, municipal and land

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authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi judicial forums, service providers, buyers/transferees of their respective areas in the Building Complex and financial institutions providing finance to the Developer and buyers/transferees and other persons and authorities as may be required.

- 6.4. The Developer shall also be entitled to produce and/or deliver the original title deeds to banks and/or financiers of loans to the Developer for the Project or any aspect thereof Provided that the Developer shall not mortgage or charge the Owner's Allocation. The Developer can mortgage only the Developer's Allocation.
- 6.5. Upon completion of the Project and formation of the Association of Co-owners thereof, the original title deeds of the Subject Property shall be delivered to the Association against proper receipts and acknowledgments thereof.

7. PLANNING:

- 7.1. The planning and layout for the development of the Subject Property including, inter alia, on the following aspects, shall be done by the Developer:-
- (i) The planning of the Building Complex and the decision on one or more New Buildings and the size and height thereof;
 - (ii) The number and area of Units in one or more New Buildings and other portions of the Subject Property;
 - (iii) The identification and demarcation of portions of the Subject Property and/or the New Buildings thereon for the different uses;

8. SURVEY, MUTATION, SANCTION AND MODIFICATION OF BUILDING PLANS:

- 8.1. **SURVEY AND SOIL TEST:** With effect from the date of execution hereof the Developer shall be entitled at its own costs to cause survey and soil testing work at the Subject Property and other preparatory works relating to the sanction of plans for the New Building.

8.2. BUILDING PLANS PREPARATION & SANCTION:

- 8.2.1 The Developer shall at its own cost and expenses cause to be prepared the proposed building plans and send a copy of the same to the Owner. The Developer may obtain one or more building plans in respect of the

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different portions of the Subject Property as it may deem fit and proper and as the laws permit. In case there is any point of discussion on the proposed plans between the Owner and the Developer, the same shall be done in the presence of the Architect appointed by the Developer whose decision shall be final and binding on the parties.

8.2.2 Upon finalization of the proposed Building Plans, the Developer shall submit and pursue the sanction of the same by the Appropriate Authorities.

8.2.3 The Developer shall be entitled from time to time to cause modifications and alterations to the Building Plans in such manner and to such extent as the Developer may, deem fit and proper but with the consent of the Architects. All fees, costs, charges and expenses in respect of such modifications and alterations shall be borne and paid by the Developer.

8.3. **SIGNATURE AND SUBMISSION:** The Owner shall sign, execute, submit and deliver all applications, undertaking, declaration, affidavit, plans, letters and other documents and do all acts deeds and things as may be required by the Developer in connection with the obtaining of sanctions and approvals required to be obtained by the Developer for commencing or carrying out the developments and constructions at the Subject Property.

9. CONSTRUCTION OF THE BUILDING COMPLEX:

9.1. **CONSTRUCTION:** The Developer shall construct and build the Building Complex at the Subject Property in accordance with the Building Plans and to do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules of the Appropriate Authority in force at the relevant time. The construction shall be done by the Developer in strict compliance of the legal requirements. The Owner or any other person authorized by the Owner shall have the right to inspect the construction and development activity during the normal working hours.

9.1.1 With effect from the date of execution of this Agreement, the Developer shall be free to set up site office, put up the hoardings/boards, bring out brochures and commence the preparatory works for marketing of the proposed Building Complex at the Developer's cost.

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- 9.1.2 The Developer shall be entitled to display the board/hoardings of its group companies at the site of the Subject Property at any time after execution of this Agreement till the date of completion of the Building Complex and thereafter on any portion of the said Building Complex.
- 9.1.3 The name of the Building Complex shall be such as be decided by the Developer. The Names of each building/portion thereof shall also be decided by the Developer.
- 9.2. **SPECIFICATION AND QUALITY:** The Developer shall construct erect and complete the Building Complex in a good and workman like manner with good quality of materials and shall construct and finish the same in accordance with the Specifications mentioned in the **THIRD SCHEDULE** hereto save as may be modified or altered by the Developer in consultation with the Architects and the Developer shall obtain necessary completion or occupancy certificates, as applicable in respect of such construction from the appropriate authorities or persons. The Developer may change the Specification in respect of the Units comprised in the Developer's Allocation as per the requirement of the Transferees.
- 9.3. **UTILITIES:** The Developer shall apply for and obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all Appropriate Authorities and service providers, at its own cost.
- 9.4. **COMMON AREAS AND INSTALLATIONS:** The Developer shall erect and install the necessary Common Areas and Installations on a phase wise basis providing for passages, pathways and driveways for ingress and egress by users of the Subject Property as developed from time to time; electricity, drainage and sewerage and water connections with necessary constructions and equipments therefor; lifts/staircases/elevators wherever applicable in the New Buildings; any other area, installation or facility that the Developer may provide at the Subject Property.
- 9.4.1 The Developer shall be entitled to erect, install and/or operationalize the Common Areas and Installations for the Building Complex in phases and gradually and until completion of the Building Complex, to allow or permit only provisional and/or partial use of any of the Common Areas and Installations and also to impose restrictions and conditions for the use of the Common Areas and Installations and to charge, demand, receive or realize any Extras or Deposits in connection with any Common Areas and Installations.
- 9.5. **CLEARANCES :** The Developer shall be authorised and empowered in its own name and also in the name of the Owner, insofar as may be necessary, to apply for

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and obtain all permissions, approvals and clearances from any authority whether local, state or central for the construction of the Building Complex and also to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the Subject Property or any portion thereof and/or for obtaining any utilities and permissions.

- 9.6. **PROCUREMENT OF EQUIPMENTS & MATERIALS:** The Developer shall be entitled to procure (either in its name or in the names of the Owner as may be deemed fit and proper by the Developer at its sole discretion and convenience) all building and construction materials, fittings, fixtures, common installations etc. (viz. steel, cement, sand, bricks, lift, water pump, sanitary fittings etc.), construction equipments and/or any type of machinery required (viz. crusher, mixer, tools etc.) for construction of the Building Complex and to return the same upon completion of the necessary works or if it is found to be defective or procured in excess.
- 9.7. **TEAM:** The Architects and the entire team of people required for execution of the Building Complex shall be such person as may be selected and appointed by the Developer in its sole discretion. The Developer shall be entitled from time to time to appoint engineers, consultants, planners, advisors, designers, experts and other persons of its choice as may be necessary. The Developer shall also appoint engage and employ such contractors, sub-contractors, engineers, labourers, mistries, caretakers, guards and other staff and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Developer and wherever required, to revoke such appointments from time to time or at any point of time. All persons employed by the Developer for the purpose of construction shall be the persons under appointment from and/or employees of the Developer and the Owner shall not in any way be liable or responsible for their salaries, wages, remuneration etc.
- 9.8. **PHASES:** The construction work shall be carried out in phases as per the discretion of the Developer.
- 9.9. **AUTHORITY IN GENERAL:**
- 9.9.1 The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the Building Complex and obtaining inputs, utilities and facilities therein.
- 9.9.2 The Developer shall deal with all the Appropriate Authorities and also concerned Gram Panchayet, Notified Authority, Panchayet Samity, Zilla Parishad, KMDA, MED, Planning Authority, Development Authority, Fire

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Brigade, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Pollution Control Authorities, B.L.& L.R.O., and other authorities under the West Bengal Land Reforms Act, Insurance Companies and authorities, Police Authorities, CESC/WBSEDC Limited and also all other authorities and Government Departments and/or its officers and also all other State Executives Judicial or Quasi Judicial, Municipal and other authorities and persons in all manner and for all purposes connected with the development or Transfer of the Building Complex or anyway connected therewith.

- 9.9.3 To sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the Appropriate Authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the Subject Property or any portion thereof and/or for obtaining any utilities and permissions.
- 9.9.4 To use its own name as the Developer in respect of the Building Complex.
- 9.9.5 To supervise the construction work in respect of the Building Complex to be carried out in accordance with the Building Plans with all necessary and/or permissible and/or sanctionable additions or alterations and in accordance with all the applicable rules and regulations made by the Appropriate Authority in its own name.
- 9.9.6 To represent the Owner before all Appropriate Authorities and Government and also all electricity, water, drainage, sewerage, technology driven and other service providers.
- 9.9.7 To pay various fees, costs and charges to concerned authorities as may be necessary for the purpose of carrying out the development work on the Subject Property and to claim refund of such deposits so paid and to give valid and effectual receipts in connection with the refund of such deposits in its own name or in the name of the Owner or in the joint name, as may be required.
- 9.10. **COMPLIANCE OF LAWS:** The Developer shall not violate any Panchayet or Municipal or other statutory rules and laws and always abide by and observe all the rules and procedures and practices usually followed in making construction of buildings. The Owner will not be responsible for any laches and/or lapses on the part of the Developer.
- 9.11. **TIME FOR CONSTRUCTION AND COSTS:**

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9.11.1 **TIME FOR CONSTRUCTION:** Subject to the Owner not being in default in compliance of their obligations hereunder and subject to Force Majeure, the Developer shall construct the New Buildings within 48 (forty eight) months from the date of sanction of Building Plans with an extended period of 12 (twelve) months.

9.11.2 **COSTS AND EXPENSES:** All costs and expenses for sanctioning of plans (including fees of the Architects and all fees costs and charges payable for sanction, modification, alteration and/or revision of building plans), all costs of construction and development of the Subject Property in terms hereof shall be borne and paid by the Developer.

9.12. **ADDITIONAL AREAS:** In case upon sanction of the Building Plans, any additional area is thereafter possible to be constructed in respect of the Subject Property beyond those sanctioned under the Building Plans and the Developer decides to avail such possibility, the costs and expenses in respect of sanction and approvals for such additional area and for construction of such additional area shall be borne and paid by Developer and such additional area shall exclusively form part of the Developer's Allocation.

9.13. **CO-OPERATION BY OWNER:** The Owner shall fully cooperate with and assist the Developer and shall sign execute register and deliver all papers, plans, affidavits, indemnities, undertakings, declarations, powers etc., as may be required by the Developer therefor and do all acts deeds and things as may be required by the Developer therefor and also for the purposes herein contained.

10. SECURITY DEPOSIT:

10.1. The Developer shall deposit with the Owner a sum of Rs. 1,21,00,000/- (Rupees one crore and twenty-one lakhs) only as and by way of Security Deposit (hereinafter referred to as "Security Deposit"):

10.1.1 It is recorded that the Developer has paid to the Owner the entire said Security Deposit of Rs. 1,21,00,000/- (Rupees one crore and twenty-one lakhs) only at or before the execution hereof (the receipt whereof the Owner do hereby as also by the Receipt and Memo hereunder written admit and acknowledge).

11. AREAS AND ALLOCATION OF THE PARTIES AND IDENTIFICATION:

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

- (i) 20 Residential Units containing an aggregate 20000 Square feet super-built up area together with 20 Parking Spaces in the Building Complex shall belong to the Owner and all the remaining Units, Parking Spaces and other Transferable Areas in the Building Complex shall belong to the Developer.
- (ii) The proportionate undivided share in the land attributable to the Units comprised in the Owner's Allocation shall belong to the Owner and the remaining entire undivided share in the land shall belong to the Developer with right to nominate to the Owner, the Transferees of the Units forming part of the Developer's Allocation for obtaining conveyance of the proportionate share in the land attributable thereto.

11.2. **Identification of Allocations:**

11.2.1 As between the Owner on the one hand and the Developer on the other hand, the identification and demarcation of the location of the Units forming part of the Owner's Allocation and the Developer's Allocation shall be done floorwise and mutually in such a manner so as to be fair and equitable to both and in case of dispute or difference between the parties, the decision of the Architect for the Project shall be final and binding on the parties.

11.2.2 The identification of the allocation of the Units forming part of the respective allocations shall be done by the Developer and the Owner in writing and within a period of 30 days from the date of submission of Building Plans for sanction by the Developer.

11.2.3 The location of parking spaces allocable to the Owner shall be identified by the Developer before completion of construction of the New Buildings.

11.3. In case while making such identification, the exact allocable carpet areas cannot be matched then for the differential area, the Owner shall pay or receive, as the case may be, at the then prevalent rates in the vicinity of Building Complex simultaneously with the identification of allocation.

11.4. In case after the identification of the allocation of the parties as aforesaid, there arises any requirement to modify the same upon sanction or modification/alteration of the Building Plans, the parties agree to vary the allocation mutually on equitable basis but

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without reducing the total carpet area of Units allocable to the Owner (except minor variation as contemplated in clause 11.3 above) and in case of dispute or difference between the parties, the decision of the Architect for the Project shall be final and binding on the parties.

- 11.5. **Owner's Allocation:** The identified Units and Parking Spaces of the Building Complex allocated and allocable to the Owner together with the proportionate undivided impartible variable share in the Common Areas and Installations and proportionate undivided impartible variable share in the land shall belong exclusively and absolutely to the Owner.
- 11.6. **Developer's Allocation:** Save the Owner's Allocation the entire Building Complex including all the remaining Units, Parking Spaces and other Transferable Areas shall be allocated and allocable to the Developer together with the proportionate undivided impartible variable share in the Common Areas and Installations and proportionate undivided impartible variable share in the land shall belong exclusively and absolutely to the Developer.
- 11.7. The carpet area, built-up area and super built-up area in respect of all the Units in the Building Complex (whether comprised in the Owner's Allocation or the Developer's Allocation) shall be calculated by the Developer on uniform basis.
- 11.8. The proportionate share in land and in the Common Areas and Installations attributable to any Unit shall be determined by taking the ratio in which the carpet area of such Unit bears to the total carpet area of all the Units for the time being to contain in the New Buildings.

12. DELIVERY OF THE OWNER'S ALLOCATION:

- 12.1. **Construction of Owner's Allocation:** The Owner's Allocation shall be constructed by the Developer on behalf of the Owner at the Developer's cost.
- 12.2. **Notice of Completion:** Subject to force majeure, the Developer shall upon causing to be constructed and completed the Building Complex or any phase/part thereof and complying with the pre-requisites as mentioned in Clause 12.3 below inform the Owner thereabout by a written notice (hereinafter referred to as "the **Notice of Completion**").
- 12.3. **Pre-requisites before Notice of Completion:** Before issuing Notice of Completion as above, the Developer shall construct and complete the Building Complex and obtain **firstly** a certificate from the Architect appointed for the building complex

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certifying that the Building Complex or the concerned phase/part thereof has been constructed and completed in accordance with the Building Plan and in accordance with the Specifications agreed to in terms hereof. The word 'Completion' and its grammatical variants in this Agreement shall mean habitable and tenantable condition of the Units with availability of utilities like electricity, water, sewerage, drainage, lift etc. and the Common Areas and Installations for reasonable use, occupation and enjoyment. It is agreed and clarified in this behalf as follows:-

- 12.3.1 The construction work and related activities shall continue to be carried on in the Building Complex in respect of the remaining phases and the use of any area of the completed phase shall be subject to the inconveniences caused thereby and also be subject to such additions and alterations in the infrastructure support systems, pipelines, wires and cables etc., as may be necessary.
- 12.3.2 All the Common Areas and Installations shall not be complete before the final completion of the entire development.
- 12.3.3 The elevation works and decoration and beautification works, relief and land layout works, permanent connections relating to the common amenities may be part of the last phase of construction at the Subject Property.
- 12.3.4 It will not be necessary for the Developer to complete all finishing works and obtain permanent connections of water, before issuing notice to the Owner to take possession as aforesaid and the Developer shall be entitled to complete the same within a reasonable time from the completion of all the phases of the entire Building Complex.
- 12.3.5 The Completion Certificate of any authority if so statutorily required shall be obtained by the Developer within a reasonable period of completion of the Building Complex.
- 12.4. **Possession of Owner's Allocation:** Within 30 days of the Owner receiving the Notice of Completion from the Developer in terms of Clause 12.2 above, the Owner shall take possession of the Owner's Allocation or part thereof so offered. Unless the Owner take possession within 30 days upon receiving the Notice of Completion as aforesaid, they shall be deemed to have taken possession of the Owner's Allocation on expiry of such notice period of 30 days.

13. TRANSFER OF RESPECTIVE ALLOCATIONS:

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- 13.1. **Transferability of the Owner's Allocation:** Subject to the provisions contained in Clause 13.3 below, the Owner shall be absolutely and exclusively entitled to the Owner's Allocation allotted to them with exclusive right to Transfer the same in any manner whatsoever and receive and appropriate all Realizations without any right, claim or interest therein whatsoever of the Developer. For the aforesaid purposes, after the sanction of the Building Plan and identification of the respective allocations, the Owner shall be entitled to execute Agreements for Sale, Deeds of Conveyances and other deeds and documents in favour of the Transferees of the Owner's Allocation and if necessary, register the same. If requested by the Owner, the Developer shall join as a party in such documents. The dealings of the Owner with regard to the Owner's Allocation shall not in any manner fasten or create any additional financial or monetary liabilities upon the Developer.
- 13.2. **Developer's Allocation:** Subject to the provisions contained in Clause 13.3 below, the Developer shall be absolutely and exclusively entitled to the Developer's Allocation with exclusive right to Transfer the same in any manner whatsoever and receive and appropriate all Realizations without any right, claim or interest therein whatsoever of the Owner. For the aforesaid purposes, after the sanction of the Building Plan and identification of the respective allocations, the Developer shall be entitled to execute Agreements for Sale, Deeds of Conveyances and other deeds and documents in favour of the Transferees of the Developer's Allocation and if necessary, register the same. The Owner shall join as a party in such documents with the intending transferees of the Developer's Allocations and shall for such purpose also grant a Power of Attorney in favour of the Developer to execute and register the same in the name of and on behalf of the Owner. It is clearly understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any additional financial or monetary liabilities upon the Owner.
- 13.3. As regards the provisions contained in Clauses 13.1 and 13.2 above, it is further agreed between the parties in this regard as follows:-
- 13.3.1 Neither party shall make any commitment or enter upon any term which is or may be repugnant to or contrary to those contained herein or otherwise affects or prejudices the scope of the respective rights and obligations of the parties hereto.
- 13.3.2 The Developer shall communicate the date of launch of particular parts of the Building Complex to the Owner, if not already launched by then, and until such communication neither party shall deal with, transfer or enter upon any negotiations in connection with such part of the Building Complex.

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- 13.3.3 The Owner shall not be entitled to sell and transfer the Owner's Allocation at prices less than those offered by the Developer in respect of the Developer's Allocation at the material time subject to a leverage/variation of 2% without the prior written consent of the Developer.
- 13.3.4 The Developer shall upon consultation with the Owner appoint one or more common marketing agents to be decided by the parties mutually and all Transfers shall be made through such agents.
- 13.4. All Realizations receivable by the Developer under agreements and contracts in respect of the Developer's Allocation shall be to the account of and shall be received realized and appropriated by the Developer exclusively and the Owner shall have no concern therewith and similarly all Realizations receivable by the Owner under agreements and contracts in respect of the Owner's Allocation shall be to the account of and shall be received realized and appropriated by the Owner exclusively and the Developer shall have no concern therewith. The Owner shall collect from the intending Transferees of the Owner's Allocation the Extras and Deposits directly in favour of the Developer as mentioned below.
- 13.5. **OWNER'S OBLIGATION TO CONVEY SHARE IN LAND:** The Owner agree to sell and transfer their undivided shares in the land and all its right, title and interest in the Developer's Allocation to the Transferees thereof in such parts or shares as the Developer may nominate or require.
- 13.6. **PUBLICITY:** The Developer shall be entitled to advertise for Transfer of the Units, Parking Spaces and other saleable spaces/constructed areas in the Building Complex in all media.
- 13.7. **ADVOCATES:** All documents of Transfer or otherwise in respect of the allocations of both the parties shall be such as be drafted by DSP Law Associates, Advocates of 4D Nicco House, 2, Hare Street, Kolkata-700001 or any other law firm as may be mutually decided by the Owner and the Developer.
- 13.8. **MARKETING & PUBLICITY COSTS:** All costs and expenses of marketing and publicity, brokerage, commission and like other amounts relating to Transfer relating to the Building Complex shall be borne by the Owner for the Owner's Allocation and the Developer for the Developer's Allocation.
- 13.9. **EXTRAS AND DEPOSITS:** All Extras and Deposits that may be agreed to be charged by the Developer directly from any Transferee shall be paid to the Developer directly by the Transferees of the Owner's Allocation and the Developer's Allocation. The Developer shall be free to add or alter the particulars of Extras and Deposits as mentioned in the **FOURTH SCHEDULE** hereunder written with prior consent from

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the Owner. The Owner shall be liable to pay the Extras and Deposits in respect of any areas not Transferred by it at the time of taking possession thereof.

13.10. GOODS & SERVICE TAX AND TDS ETC.:

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

13.10.2 The Owner will bear the Goods and Service Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force pertaining to the Owner's Allocation and/or the Owner's scope under this Agreement.

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

14. FORCE MAJEURE:

14.1. Notwithstanding anything elsewhere to the contrary contained in this Agreement, the parties hereto shall not be considered to be in default in performance of the obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the force majeure and time for performance shall remain suspended during the duration of the force majeure.

15. DEFAULTS:

15.1. **DEFAULTS OF OWNER:** In case the Owner fails and/or neglects to comply with any of its obligations mentioned in this Agreement in the manner or within the period stipulated therefor the Developer shall be entitled to take any one or more of the

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following recourses in any priority or order as the Developer shall deem fit and proper:-

- 15.1.1 To itself try and attempt the compliance of the obligation under default, at the cost and expense of the Owner.
- 15.1.2 To sue the Owner for specific performance of the contract.
- 15.1.3 To cancel the contract envisaged herein in whole or in respect of the portion affected by such default and in such event the consequences of Cancellation as envisaged hereinafter shall be followed.

15.2. EFFECTS OF DEVELOPER CARRYING OUT OBLIGATION OF OWNER:

In case of the Developer attempting the compliance of the obligation of the Owner under default, the amounts, costs and expenses paid or incurred by the Developer shall be the liability of the Owner exclusively and the Developer shall have a lien on the Owner's Allocation for such amount until adjustment as hereinafter contained.

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

- 15.3.1 Any cancellation affecting part of the Subject Property shall not affect the continuance of this Agreement in respect of the remaining parts of the Subject Property as the case may be.
- 15.3.2 Any Realization received by either party from the Transferees and required to be refunded owing to cancellation, shall be refunded by the parties respectively and the Owner shall not be liable for any other claims of the Transferees as against the Developer.
- 15.3.3 The Security Deposit and all other amounts on any account paid or incurred by the Developer on the Subject Property including on its planning or development or otherwise together with all interest, compensation and damages payable by the Owner, shall immediately and in any event within 15 days of being demanded by the Developer, become refundable by the Owner to the Developer wholly if the agreement is cancelled as a whole and proportionately if the agreement is cancelled only in respect of part of the Subject Property.
- 15.3.4 Nothing contained in the last preceding sub-Clauses shall affect the other rights and remedies of the Developer.

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15.4. **DEFAULTS OF DEVELOPER:** In case the Owner comply with and/or are ready and willing to carry out their obligations as stated herein and the Developer without being prevented by any Force Majeure event fails and/or neglects to construct and issue Notice of Completion of the Owner's Allocation to the Owner within the time periods (including grace periods) mentioned in this Agreement then and in that event, till such time the Developer complies with the same, the Developer shall be liable to pay to the Owner a sum of Rs.1,51,250/- (Rupees one lakh fifty-one thousand two hundred fifty) only per month as compensation and the Owner shall also be at liberty to sue the Developer for specific performance of the contract.

16. COMMON PURPOSES AND MAINTENANCE IN-CHARGE:

16.1. **COMMON PURPOSES:** Each of the Owner and the Developer and all Transferees of their respective allocations shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer and adopted for or relating to the Common Purposes in respect of the Building Complex in consultation with the Owner. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer of their respective allocations or any part thereof, the Owner and the Developer shall respectively necessarily incorporate all rules, regulations restrictions and conditions framed by the Developer in consultation with the Owner as aforesaid.

16.2. MAINTENANCE IN-CHARGE:

16.2.1 The Owner and the Developer shall upon completion of the proposed Development at the Building Complex require the Co-Owner thereof to form one or more Association (which may be a Society or Company or Association or Co-operative Society as may be deemed proper and expedient) for the Common Purposes and till such time as the Association is formed, the Developer or its nominee shall administer and be in charge for the Common Purposes. However the Developer shall not be bound to continue with such responsibility of administration of the Common Purposes in the Building Complex beyond 12 months from the delivery of possession of more than 50% of the Units in such Complex.

16.2.2 Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Developer shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions as the Developer may deem fit and proper. All charges of such agencies and organizations shall be part of the Common Expenses;

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16.2.3 Notwithstanding any formation of Association or handover of charge to it, neither the Association nor the members thereof or any Transferee shall be entitled to frame any rule or regulation or decide any condition which may affect any right or privileges of the parties hereto.

17. COVENANTS:

17.1. The Owner doth hereby covenant with the Developer as follows:-

17.1.1 That with effect from the date of execution hereof, the Owner shall neither deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.

17.1.2 The Owner shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer. Any transfer or assignment by the Owner shall be subject to this development agreement and all powers, contracts and writings in pursuance hereof and the rights of the Developer hereunder and thereunder. This Agreement and the powers, contracts and writings that may be executed in pursuance hereof shall remain valid and effective and automatically bind such Transferee as if the Transferee were parties hereto. The Transferee shall be bound by this agreement and any powers, contracts and writings executed in pursuance hereof and also to abide by all the terms and conditions of the Owner hereunder or thereunder and also to execute such further agreements, powers and other writings as may be required by the Developer.

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

17.1.4 That the Owner shall not cause any interference or hindrance in the sanction/ modification/alteration of Sanction Plans in terms hereof, construction and development at the Subject Property by the Developer and/or Transfer of the Transferable Areas as per the procedure laid down herein and not to do any act deed or thing whereby any right of the Developer hereunder may be affected.

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

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

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

17.2.1 The Developer doth hereby agree and covenant with the Owner not to do any act deed or thing whereby any right or obligation of the Owner hereunder may be affected or the Owner is prevented from making or proceeding with the compliance of the obligations of the Owner hereunder.

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

17.2.3 The Developer shall not be entitled to assign this Agreement or any part thereof as from the date hereof to any person other than its group company/companies without the prior consent in writing of the Owner. However, the Developer may collaborate with other persons or appoint any co-developer or joint developer.

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

18. **POWERS OF ATTORNEY AND OTHER POWERS:**

18.1. The Owner shall simultaneously with the execution of these presents execute and/or register one or more Power or Powers of Attorney in favour of the Developer or its authorized representatives granting all necessary powers and authorities with regard to the purposes provided in this Agreement or arising herefrom. If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned above, the Owner shall grant the same to the Developer and/or its authorized representatives.

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- 18.2. While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owner in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe on the rights of the Owner and/or go against the spirit of this Agreement.
- 18.3. It is clarified that nothing contained in the Power or Powers of Attorney to be so granted shall in any way absolve the Owner from complying with their obligations hereunder nor from compensating the Developer against any loss or damage, if any, that may be suffered by the Developer owing to delay or default in such compliance of their obligations.
- 18.4. The Power or Powers of Attorney shall form a part of this Agreement and shall subsist during the subsistence of this Agreement.
- 18.5. It is understood that to facilitate the construction and Transfer of the Building Complex, various acts deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owner shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owner also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.

19. GENERAL:

- 19.1. **PROPERTY TAXES AND OUTGOINGS:** Till the date of execution hereof all taxes and outgoings (including arrears) on account of municipal/panchayat tax, land-Revenue, land tax, and other outgoings shall be borne and paid by the Owner and those arising for the period thereafter and until completion of construction shall be borne and paid by the Developer provided that upon construction of any phase of the Building Complex, all taxes and outgoings in respect thereof shall be borne paid and discharged by the Transferees and for non alienated areas therein by the parties hereto for their respective allocation and otherwise proportionately.
- 19.2. **COMPLIANCE OF REAL ESTATE LAWS:** The Owners shall comply with all requirements of Real Estate Laws applicable to land owner and/or pertaining to the land and their title as applicable. The Developer shall comply with all requirements of Real Estate Laws applicable to construction and/or development as applicable.

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- 19.3. **DEATH OR INCAPACITY:** Notwithstanding any subsequent death or incapacity etc., of any individual constituent of the Owner, this Agreement and the powers to be executed in pursuance hereof shall remain valid and effective and automatically bind all the heirs, executors, administrators, legal representatives of such constituent of the Owner as if they were parties hereto.
- 19.4. **MERGER/DEMERGER:** It is further expressly clarified that notwithstanding any conversion, amalgamation, etc., of the Developer, this Agreement as well as the Power/s of Attorney to be executed by the parties in pursuance hereof, shall remain valid and effective and automatically bind all the successors or successors-in-office of the parties.
- 19.5. **LOANS & FINANCES:** The Owner doth hereby also agree and permit the Developer to obtain loans or finances in respect of construction of the Building Complex and also to get the Building Complex at the Subject Property approved from Banks and/or the Financial Institutions (viz. Life Insurance Corporation of India, Housing Development Finance Corporation Limited, SBI Home Finance Limited, National Housing Bank, Real Estate Investment Trust etc.) to enable the persons interested in acquiring and owning Units, Parking Spaces and other constructed areas or saleable spaces comprised in the Building Complex to take loans from any such Banks or Financial Institutions. The loans and advances taken by the Developer shall be without however creating any financial obligation upon the Owner and without creating any charge or lien on the Owner's Allocation or in any manner by depositing the title deeds of the Subject Property unless the same is necessary and then too only upon the Owner granting prior written consent to the Developer for the same. Such loans and finances may be taken by the Developer phase-wise. The Owner agree from time to time to provide consents, confirmations and no objections or other documents as may be required for such mortgage or charge to be created by the Developer in respect of the Developer's Allocation alone and also agree to sign necessary loan and other agreements and power of attorney with the bankers or financiers in connection with the above Provided That the Owner shall not be liable in any manner for repayment thereof or any consequence of default in such repayment. In case owing to any loans or finances obtained by the Developer, the Owner suffer any losses or damages due to any non repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of its obligations in respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owner saved harmless and indemnified in respect thereof.
- 19.6. **ADJACENT PROPERTIES:** The Developer may negotiate with the owners or occupiers of any other property adjacent to the Subject Property and/or the Subject Property for including the same within the Subject Property on such terms and conditions as the Developer may deem fit and proper Provided That the same does

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not reduce or change the total carpet area of the Units comprised in the Owner's Allocation nor the number of parking spaces comprised in the Owner's Allocation nor reduces the Common Areas and Installations. In such event, all benefits arising out of such inclusion shall exclusively belong to the Developer.

- 19.7. **INDEMNITY BY OWNER:** At all times hereafter the Owner hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any representation of the Owner being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Owner.
- 19.8. **INDEMNITY BY DEVELOPER:** At all times hereafter the Developer hereto shall indemnify and agree to keep the Owner, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owner and arising due to any representation of the Developer being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Developer.
- 19.9. **NO PARTNERSHIP OR AOP:** The Owner and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 19.10. **NOT A PRESENT TRANSFER:** Nothing in this Agreement is intended to or shall be construed as a transfer of possession of the Subject Property in favour of the Developer.
- 19.11. **WAIVERS:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.
- 19.12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written, oral or implied.

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- 19.13. **PART UNENFORCEABILITY:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.
- 19.14. **MODIFICATIONS:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the Owner (through the Owner) and the Developer.
- 19.15. **EXECUTION IN DUPLICATE:** This Agreement is being executed in duplicate, and the original shall be retained by the Developer and duplicate copy by the Owner.

20. ACQUISITION AND REQUISITION:

- 20.1. **Acquisition:** In the event of acquisition of the Subject Property or part thereof by the Government (State or Central) or any other Government instrumentality under any law (State or Central) in respect of the Subject Property and/or Building Complex, and owing thereto, the Developer decides that the Building Complex cannot be completed or proceeded by the Developer, the parties agree to the following:
- 20.1.1 The Owner shall be liable to pay and refund the entire Security Deposit to the Developer immediately.
- 20.1.2 In case of such acquisition or requisition happening before the sanction of the Building Plans, the entire compensation shall be received by the Owner and the Owner shall pay to the Developer the costs and expenses until then incurred by the Developer together with reasonable compensation for loss of opportunity and profits.
- 20.1.3 In case of such acquisition or requisition happening upon the sanction of the Building Plans but before the completion of the construction, then the compensation shall be received by the Owner and the Developer in the ratio of 25:75 respectively Provided That the amount receivable by the Developer

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in its share shall not be less than the costs and expenses incurred by the Developer until then.

- 20.2. **Acquisition and Requisition after completion of Project Development in any phase:** In case the Subject Property or any part thereof is acquired or requisitioned after completion of the Project Development in respect thereof or the Phase on the affected portion, then in that event the respective parties shall directly contest the acquisition or requisition proceeding and any compensation in respect of the respective Allocation shall belong to them respectively and otherwise proportionately.
21. **NOTICES:** Except as otherwise specifically mentioned herein, all notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of despatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. Notice to Owner shall always be deemed to be a sufficient notice to Owner herein. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.
22. **ARBITRATION:** In case there arises any dispute or difference between the parties, the same shall at first be attempted to be reconciled through the process of mediation and each party shall provide its best efforts in such reconciliation.
- 22.1. If any dispute or difference is not reconciled through mediation as aforesaid, then all such disputes or differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/ or the Subject Property or determination of any liability shall be referred to arbitration and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act 1996 or any other statutory modification or enactment for the time being in force. In connection with the said arbitration, the parties have agreed and declared as follows:
- 22.1.1 The Arbitration Tribunal shall have summary powers and will be entitled to lay down their own procedure.
- 22.1.2 The Arbitration Tribunal will be at liberty to give interim orders and/or directions.

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22.1.3 The Arbitration Tribunal shall be entitled to rely on oral submissions made by the parties and to pass awards and/or directions based on such oral submissions.

22.2. **JURISDICTION:** Only the Courts within the Ordinary Original Civil Jurisdiction of the Calcutta High Court and those having territorial jurisdiction over the Subject Property shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.

PART-IV # SCHEDULES

23. THE FIRST SCHEDULE ABOVE REFERRED TO: # Subject Property #

23.1. PART-I

ALL THAT the piece or parcel of Sali land containing an area of 1.4059 acre more or less situate lying at and being a divided and demarcated portion of L.R. Dag No. 2708 recorded in L.R. Khatian No. 1296 (formerly portion of R.S. Dag No. 2708 recorded in R.S. Khatian No. 1341) together with several dwelling rooms thereat admeasuring 11350 Square feet in Mouza Ghuni, J. L. No. 23 under Police Station New Town (formerly Rajarhat), Additional District Sub-Registrar, Rajarhat, in the jurisdiction of Jyangra Hatiara Gram Panchayat No.2 in the District of North 24 Parganas:

23.2. The Dag-2708 property is shown in the plan annexed hereto duly bordered thereon in "**Red**" and is butted and bounded as follows:

23.2.1 On the **North** : By R.S. Dag Nos. 1359, 1360 and 1361;

23.2.2 On the **South** : By public Road;

23.2.3 On the **East** : By remaining portion of R.S. Dag No. 2708; and

23.2.4 On the **West** : By R.S. Dag No. 2702.

24. PART-II

24.1. **ALL THAT** the piece or parcel of Bastu land containing an area of 0.0239 acre more or less situate lying at and being a divided and demarcated portion of L.R. Dag No.

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2702 recorded in L.R. Khatian No. 1296 (formerly portion of R.S. Dag No. 2702 recorded in R.S. Khatian No. 1294) together with several dwelling rooms thereat admeasuring 200 Square feet in Mouza Ghuni, J. L. No. 23 under Police Station New Town (formerly Rajarhat), Additional District Sub-Registrar, Rajarhat, in the jurisdiction of Jyangra Hatiara Gram Panchayat No.2 in the District of North 24 Parganas:

24.2. The Dag 2702 property is shown in the plan annexed hereto duly bordered thereon in "Blue" and is butted and bounded as follows:

24.2.1 On the **North** : By portion of R.S. Dag No.2702;

24.2.2 On the **South** : By public Road;

24.2.3 On the **East** : By portion of R.S. Dag No. 2708; and

24.2.4 On the **West** : By remaining portion of R.S. Dag No. 2702.

24.3. **OR HOWSOEVER OTHERWISE** the Subject Property now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

25. THE SECOND SCHEDULE ABOVE REFERRED TO # Tentative Common Areas and Installations:

25.1. Common Areas & Installations at any Block:

25.1.1 Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the installation of two lifts at the Designated Block.

25.1.2 Electrical installations with main switch and meter and space required therefore in the Building.

25.1.3 Overhead water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Building.

25.1.4 Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.

25.2. Common Areas & Installations at the Building Complex:

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[Handwritten signature]

- 25.2.1 Electrical installations and the accessories and wirings in respect of the Building Complex and the space required therefore, if installed.
- 25.2.2 Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Buildings.
- 25.2.3 Water waste and sewerage evacuation pipes and drains from the several buildings to the Panchayet drains.

26. THE THIRD SCHEDULE ABOVE REFERRED TO: # Specifications

- 26.1. **STRUCTURE:** The building shall be constructed with RCC framed in accordance with the plan and drawing prepared by the Architects and sanctioned by the appropriate authority.
- 26.2. **FLOORING:** Flooring in the rooms of the Units shall be of vitrified tiles.
- 26.3. **UNIT:**
- 26.4. Flooring : Floor tiles.
- 26.5. Walls : Plaster of Paris.
- 26.6. Windows : Aluminium Sliding Glass windows.
- 26.7. Electrical : Copper concealed insulated wiring, semi-modular switches.
- 26.8. Plumbing : concealed pipes, white sanitary wares in toilet.

27. THE FOURTH SCHEDULE ABOVE REFERRED TO: #Extras & Deposits:

- 27.1. **EXTRAS** shall include:
- 27.1.1 Any type of taxes like goods and service tax, tax, local taxes and any other statutory levy or tax etc., payable to any government authority or local body (without however affecting the provisions in respect thereof under the operative part of the agreement above).
- 27.1.2 Any EDC charges payable to any government authority or any local body etc.

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- 27.1.3 All costs, charges and expenses on account of bringing electricity lines/connections, HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider.
- 27.1.4 All costs, charges and expenses on account of bringing water lines/connections and all the amounts payable to the provider thereof.
- 27.1.5 Security or any other deposit (including minimum deposits or any deposit by any name called) and all amounts or increases thereof payable to the electricity service provider for electricity water and any other connection or service at the Complex.
- 27.1.6 All costs, charges and expenses on account of one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like) for the Complex.
- 27.1.7 External pipelines, sewerage treatment plants etc.
- 27.1.8 Betterment fees, development charges, and other levies taxes duties and statutory liabilities that may be charged on the Subject Property or the buildings or the Units or on their transfer or construction partially or wholly, as the case may be.
- 27.1.9 Cost of formation of Association/service maintenance company/society.
- 27.1.10 Intercom, CCTV or any other chargeable facility as may be decided by the Developer.
- 27.1.11 If it is decided by the Developer to furnish the Transferable Areas then the cost of such furnishing. However, any profit accruing therefrom, after deducting a sum equivalent to 15% of the cost of such furnishing towards remuneration of the Developer for carrying out such furnishing shall be shared by the Owner and the Developer in the Agreed ratio.

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

- 27.2.1 Deposit on account of maintenance charges, electricity, water, other facilities, common expenses, rates and taxes, sinking fund etc.

28. **THE FIFTH SCHEDULE ABOVE REFERRED TO: #Chain of Title:**

- 28.1 The facts about the Owner deriving title to the Subject Property is as follows:-

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- 28.1.1 One Krishnapada Mondal and Satindranath Mondal were the full and absolute owners of **All That** piece or parcel of land containing an area of 3.49 Acre more or less situate lying at and being R.S. Dag No.2708 recorded in Khatian No. 1341 in Mouza Ghuni, J. L. No. 23 in the District of 24 Parganas (hereinafter referred to as "**the Larger Property**").
- 28.1.2 By a Sale Deed dated 30th December 1970 and registered with the Sub-Registrar, Cossipur Dum Dum in Book I Volume No.125 Pages 21 to 24 Being No.7865 for the year 1970, the said Satindra Nath Mondal for the consideration therein mentioned, sold conveyed and transferred to one Haridas Mondal All That piece or parcel of land containing an area of 1.08 acre more or less being a portion of the Larger Property absolutely and forever.
- 28.1.3 By a Sale Deed dated 14th July 1972 and registered on 17th July 1972 with the Sub-Registrar, Cossipur Dum Dum in Book I Volume No.80 Pages 33 to 46 Being No.4710 for the year 1972 and re-registered on 10th November 1972 with the Sub-Registrar, Cossipur Dum Dum in Book I Volume No.105 Pages 239 to 253 Being No.7089 for the year 1972, the said Krishnapada Mondal and Haridas Mondal for the consideration therein mentioned, sold conveyed and transferred to the Owner herein, amongst other properties, **All That** pieces or parcels of land containing an area of 1.439 acres more or less being a portion on the western side of the Larger Property absolutely and forever.
- 28.1.4 The said R.S. Dag No. 2708 was continued to be numbered as L.R. Dag No. 2708 in the Records of Rights published under the West Bengal Land Reforms Act, 1955 and the name of the Owner was recorded as Raiyat thereunder in respect of 1.40 acre under L.R. Khatian No. 1296 and the Owner has been paying khajana in respect thereof.
- 28.1.5 By a Sale Deed dated 22nd June 1972 and registered with the Sub-Registrar, Cossipur Dum Dum in Book I Volume No.56 Pages 288 to 291 Being No.4035 for the year 1972, one Jitendra Nath Mondal for the consideration therein mentioned, sold conveyed and transferred to the Owner herein **All That** piece or parcel of land containing an area of 0.30 acre more or less in a divided and demarcated portion on the eastern side of R.S Dag No.2702 recorded in Khatian No. 1296 in Mouza Ghuni, J. L. No. 23 in the District of 24 Parganas (hereinafter referred to as "**the 2702 Portion**"), absolutely and forever.
- 28.1.6 The said R.S. Dag No. 2702 was continued to be numbered as L.R. Dag No. 2702 in the Records of Rights published under the West Bengal Land Reforms Act, 1955 and the name of the Owner was recorded as Raiyat thereunder in

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respect of 0.30 acre in L.R. Khatian No. 1296 and the Owner has been paying khajana in respect thereof.

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

SIGNED SEALED AND DELIVERED on behalf of the withinnamed **OWNER** at Kolkata in the presence of:

Biswanath Bhattacharya

1. Anatim Majumder
2. Rajib Bhattacharya
FF-7, Sector - III
Salt-Lake City,
Kolkata - 700106

3. Md. Nisar Rabbani
4/1 Bechubal Road, Kol-14
- SIGNED SEALED AND DELIVERED** by the withinnamed **DEVELOPER** at Kolkata in the presence of:

ATK MANOR DEVELOPERS LLP

Arpit
Designated Partner
(ARPIT GIRIA)

1. Rajib Bhattacharya
2. Anatim Majumder
1B & 2 Hare Street
Kolkata - 700001

Drafted by me:-

Anatim Majumder Advocate
C/o DSP Law Associates
4D, Nicco House
1B & 2, Hare Street
Kolkata - 700001
F-763 of 2012

RECEIPT AND MEMO :

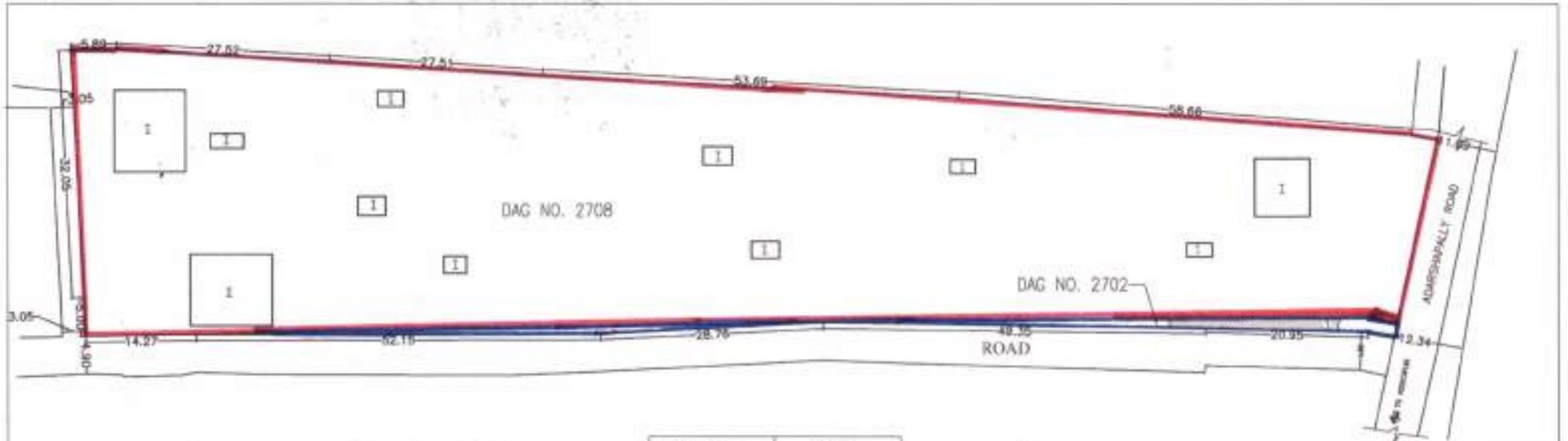
Received from the within named Developer the within mentioned sum of Rs.1,21,00,000/- (Rupees one crore twenty-one lacs) only towards full payment of the Security Deposit by Cheque No. 505624 dated 12.09.2018 of ICICI Bank, Park Street Branch, Kolkata for Rs. 1,21,00,000/-.

Biswanath Bhattacharya

(OWNER)

WITNESSES:

Rajib Bhattacharya
Aratim Majumder



Biswanath Bisshal Chakraborty

DAG NO.	AREA
2708	11350 sq.ft
2702	200 sq.ft

SITE PLAN OF MOUZA-GHUNI, J.L. NO-23,
R.S. NO-232, DAG. NO-2702(PART) & 2708(PART)
P.S.- NEW TOWN, NORTH 24 PARGANAS














NOT TO SCALE












ATK MANOR DEVELOPERS LLP

Arpit

Designated Partner

(ARPIT GIRIA)

<i>Finger prints of the executant</i>					
					
	Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
					
Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little	

<i>Finger prints of the executant</i>					
					
	Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
					
Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little	

आयकर विभाग
INCOME TAX DEPARTMENT

ARPIT GIRIA

SUNIL KUMAR GIRIA

07/06/1995

Permanent Account Number

BKKPG0009G


Signature



भारत सरकार
GOVT. OF INDIA



00000000

Chakraborty

भारत सरकार
GOVT. OF INDIA



भारत सरकार
GOVERNMENT OF INDIA



Arpit Giria
Arpit Giria
Date of Birth / DOB : 07/06/1995
Male / MALE



9263 8975 3284

Aadhaar - Aam Aadmi ka Adhikar

Arpit Giria



भारतीय विधिकार पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address:
S/O: Sunil Kumar Giria, CD -
35, Sector - 1, Near 3 No Tank,
Salt Lake, Bidhannagar(M),
North 24 Parganas, West
Bengal, 700064

Address:
S/O: Sunil Kumar Giria, CD -
35, Sector - 1, Near 3 No Tank,
Salt Lake, Bidhannagar(M),
North 24 Parganas, West
Bengal, 700064



1887 302 1847

http://uidai.gov.in

www.uidai.gov.in P.O. Box No.1847,
Bengaluru-560 001

Arpit Giria

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ई- स्थायी लेखा संख्या कार्ड
e - Permanent Account Number (e-PAN) Card
ABMFA8118L

स्वीकृति संख्या /
Acknowledgement Number

882032136321884



नाम / Name

ATK MANOR DEVELOPERS LLP

निगमन/गठन की तारीख
Date of Incorporation / Formation

16/07/2018

संचार का पता / Comm. Address

ATK MANOR DEVELOPERS
63, RAFI AHMED KIDWAI ROAD KOLKATA KOLKATA WEST BENGAL - 700016



Signature valid

Digitally signed by ATK MANOR DEVELOPERS LLP, Tax PAN Services Unit, Ministry of Revenue, Govt. of India, eGovernance, Date: 2018.07.16 10:16:52 PST, Reason: I am the author. Location: Mumbai

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

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आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

ABMFA8118L

नाम / Name
ATK MANOR DEVELOPERS LLP

यदि कार्ड खो जाए/यदि किसी का कार्ड खो जाए/यदि कार्ड चुराया जाए/यदि कार्ड का उपयोग बिना मालिक की अनुमति के किया जाए, तो कृपया तुरंत आयकर विभाग को सूचित करें।
If this card is lost / someone's card is found, please inform / return to:
Income Tax PAN Services Unit, NSDL,
5th Floor, Mantri Square,
Plot No. 341, Survey No. 9978,
Model Colony, Near Deep Nagar Chowk,
Pune - 411 016.
Tel: 020-2721 8092, Fax: 020-2721 255,
e-mail: taxpan@nsdl.com



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
ভারত সরকার
Unique Identification Authority of India
Government of India

তালিকাভুক্তির আই ডি / Enrollment No.: 2017/80265/05564

To
বিশ্বনাথ ভট্টাচার্যী
Biswanath Bhattacharjee
S/O: Surendra Nath Bhattacharjee
FF-7 Sector-3
Tank No-12 Salt Lake
Bidhannagar(M)
Bidhan Nagar Ib Market
North 24 Parganas North 24 Parganas
West Bengal 700106
9432201669

12/01/2017

23130693



MD239386930FH



আপনার আধার সংখ্যা / Your Aadhaar No. :

2403 2951 2540

আমার আধার, আমার পরিচয়

Biswanath Bhattacharjee



ভারত সরকার
Government of India



বিশ্বনাথ ভট্টাচার্যী
Biswanath Bhattacharjee
জন্মতারিখ / DOB : 31/01/1935
পুংস্ব / Male



2403 2951 2540

আমার আধার, আমার পরিচয়



তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা লাভ করুন।

INFORMATION

- Aadhaar is proof of identity, not of citizenship .
- To establish identity, authenticate online .

- আধার সারা দেশে মান্য।
- আধার শুধুমাত্র সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country .
- Aadhaar will be helpful in availing Government and Non-Government services in future .



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
Unique Identification Authority of India

ঠিকানা:
5নং/3- সুরেন্দ্র নাথ ভট্টাচার্যী,
5নং/3-7, , সেক্টর-3, ট্যাঙ্ক
নং-12, সল্ট লেক, বিধাননগর
(3ম), উত্তর ২৪ পরগনা, বিহার
নগর ইব মার্কেট, পশ্চিম বঙ্গ,
700106

Address
S/O: Surendra Nath
Bhattacharjee, FF-7, Sector-3,
Tank No-12, Salt Lake,
Bidhannagar(M), North 24
Parganas, Bidhan Nagar Ib
Market, West Bengal, 700106

2403 2951 2540



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आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

BISWANATH BHATTACHARYA
SURENDRANATH BHATTACHARYA



31/01/1935

Permanent Account Number

APKPB3192D

Biswanath
Surenath
Signature



✓ *Biswanath Surenath Bhat Karjee*

In case this card is lost / found, kindly inform / return to:
Income Tax PAN Services Unit, UTISI,
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.
एक कार्ड के खोने/प्राप्त होने का सूचना सूचना को/सीएनयू।
आयकर सेवा यूनिट, UTISI,
प्लॉट नं. 3, सेक्टर 11, CBD बेलपुर,
नवी मुंबई - 400 614.



भारत सरकार
GOVERNMENT OF INDIA



मोड निसार रबानी
Md Nisar Rabbani
जन्म तिथि/ DOB: 05/01/1981
पुरुष / MALE



2503 1514 5515

MEERA AADHAAR, MERI PEHCHAN

Md. Nisar Rabbani

भारतीय विशिष्ट पहचान प्राधिकरण
BIOMETRIC IDENTIFICATION AUTHORITY OF INDIA

पता:
S/O: मोड तहिर हुसैन, हाईसाल जली
हाउस के पास, ग्राम- मदिह पोस्टो-
मदिह, कोडरमा, झारखण्ड - 825132

Address
S/O: Md Tahir Hussain, Near
Shackat Ali House, Vill-
Modih PO- Sasudih,
Modih, Koduma,
Jharkhand - 825132



 1800 300 1800
  info@biaa.gov.in
  www.biaa.gov.in
  B.I. 20/04/2017
  Bangalore-180 01

Major Information of the Deed

Deed No :	I-1904-10499/2018	Date of Registration	22/09/2018
Query No / Year	1904-0001430184/2018	Office where deed is registered	
Query Date	07/09/2018 1:56:29 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	A T K MANOR DEVELOPERS LLP 63, Rafi Ahmed Kidwai Road, Thana : Park Street, District : Kolkata, WEST BENGAL, PIN - 700016, Mobile No. : 9038197221, Status : Buyer/Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,21,00,000/-]		
Set Forth value	Market Value		
Rs. 4/-	Rs. 11,28,16,282/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 1,21,105/- (Article:E, E, B, M(a), M(b), I)		
Remarks			

Land Details :

District: North 24-Parganas, P. S:- Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Ghuni



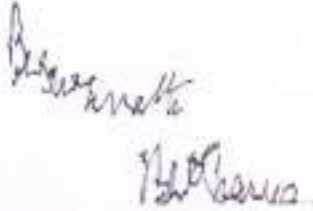
Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2708	LR-1296	Bastu	Shall	1.4059 Acre	1/-	10,24,12,786/-	Property is on Road
L2	LR-2702	LR-1296	Bastu	Bastu	0.0239 Acre	1/-	17,40,996/-	Property is on Road
TOTAL :					142.98Dec	2 /-	1041,53,782 /-	
Grand Total :					142.98Dec	2 /-	1041,53,782 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	11350 Sq Ft.	1/-	85,12,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 11350 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
S2	On Land L2	200 Sq Ft.	1/-	1,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		11550 sq ft	2 /-	86,62,500 /-	

Major Information of the Deed :- I-1904-10499/2018-22/09/2018

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	Biswanath Bhattacharya, (Alias: Biswanath Bhattacharjee) Son of Late Surendra Nath Bhattacharjee Executed by: Self, Date of Execution: 14/09/2018 , Admitted by: Self, Date of Admission: 14/09/2018 ,Place : Office			
		14/09/2018	LTI 14/09/2018	14/09/2018
FF-7, Sector-III, Tank No. 12, Salt Lake, P.O:- IB Block, P.S:- South Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700106 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: APKPB3192D, Status :Individual, Executed by: Self, Date of Execution: 14/09/2018 , Admitted by: Self, Date of Admission: 14/09/2018 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	ATK MANOR DEVELOPERS LLP 63, Rafi Ahmed Kidwai Road, P.O:- Park Street, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700016 , PAN No.:: ABMFA8118L, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Arpit Giria (Presentant) Son of Sunil Kumar Giria Date of Execution - 14/09/2018, , Admitted by: Self, Date of Admission: 14/09/2018, Place of Admission of Execution: Office			
		Sep 14 2018 2:15PM	LTI 14/09/2018	14/09/2018
CD-35, Sector 1, Salt Lake City, Ground Floor, P.O:- Bidhannagar, P.S:- Bidhannagar, District:-North 24 -Parganas, West Bengal, India, PIN - 700064, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BKKPG0009G Status : Representative, Representative of : ATK MANOR DEVELOPERS LLP (as Partner)				

Major Information of the Deed :- I-1904-10499/2018-22/09/2018

Identifier Details :

Name & address	
Md Nisar Rabbani Son of Late Md Tahir Hussain 4/1, Bechulal Road, P.O:- Entally, P.S:- Beniapur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700014, Sex: Male, By Caste: Muslim, Occupation: Others, Citizen of: India, Identifier Of Biswanath Bhattacharya, Arpit Gira	
14/09/2018	
<i>Md. Nisar Rabbani</i>	

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Biswanath Bhattacharya	ATK MANOR DEVELOPERS LLP-140.59 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Biswanath Bhattacharya	ATK MANOR DEVELOPERS LLP-2.39 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Biswanath Bhattacharya	ATK MANOR DEVELOPERS LLP-11350.00000000 Sq Ft

Transfer of property for S2

Sl.No	From	To. with area (Name-Area)
1	Biswanath Bhattacharya	ATK MANOR DEVELOPERS LLP-200.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Ghuni

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 2708(Corresponding RS Plot No:- 2708), LR Khatian No:- 1296	Owner:বিস্বনাথ ভট্টাচার্য, Gurdian:সুন্দর, Address:নিজ, Classification:শদি, Area:1.40000000 Acre,
L2	LR Plot No:- 2702(Corresponding RS Plot No:- 2702), LR Khatian No:- 1296	Owner:বিস্বনাথ ভট্টাচার্য, Gurdian:সুন্দর, Address:নিজ, Classification:বানু, Area:0.30000000 Acre,

Endorsement For Deed Number : I - 190410499 / 2018

Major Information of the Deed :- I-1904-10499/2018-22/09/2018

On 10-09-2018

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 11,28,16,282/-

Asit Kumar Joarder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 14-09-2018

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

Presented for registration at 13:21 hrs on 14-09-2018, at the Office of the A.R.A. - IV KOLKATA by Arpit Giria ,

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

Execution is admitted on 14/09/2018 by Biswanath Bhattacharya, Alias Biswanath Bhattacharjee, Son of Late Surendra Nath Bhattacharjee, FF-7, Sector-III, Tank No. 12, Salt Lake, P.O: IB Block, Thana: South Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700106, by caste Hindu, by Profession Others

Indetified by Md Nisar Rabbani, , Son of Late Md Tahir Hussain, 4/1, Bechulal Road, P.O: Entally, Thana: Beniapurkur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700014, by caste Muslim, by profession Others

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

Execution is admitted on 14-09-2018 by Arpit Giria, Partner, ATK MANOR DEVELOPERS LLP (LLP), 63, Rafi Ahmed Kidwai Road, P.O- Park Street, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700016

Indetified by Md Nisar Rabbani, , Son of Late Md Tahir Hussain, 4/1, Bechulal Road, P.O: Entally, Thana: Beniapurkur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700014, by caste Muslim, by profession Others

Asit Kumar Joarder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 19-09-2018

Payment of Fees

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 14/09/2018 12:00AM with Govt. Ref. No: 192018190287056521 on 14-09-2018, Amount Rs: 1,21,105/-,
Bank: ICICI Bank (ICIC0000006), Ref. No. 1534869233 on 14-09-2018, Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-1904-10499/2018-22/09/2018

Payment of Stamp Duty

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/09/2018 12:00AM with Govt. Ref. No: 192018190287056521 on 14-09-2018, Amount Rs: 75,021/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 1534869233 on 14-09-2018, Head of Account 0030-02-103-003-02



Asit Kumar Joarder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 22-09-2018**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 Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-
Description of Stamp

1. Stamp: Type: Impressed, Serial no 35465, Amount: Rs.100/-, Date of Purchase: 03/09/2018, Vendor name: B GANGA



Asit Kumar Joarder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Major Information of the Deed :- I-1904-10499/2018-22/09/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2018, Page from 398785 to 398838
being No 190410499 for the year 2018.



Digitally signed by ASIT KUMAR
JOARDER
Date: 2018.09.24 13:42:59 +05:30
Reason: Digital Signing of Deed.

(Asit Kumar Joarder) 24-09-2018 13:42:50
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)

DATED THIS 14th DAY OF September 2018

BETWEEN

BISWANATH BHATTACHARYA

... OWNER

AND

A T K MANOR DEVELOPERS LLP

... DEVELOPER

AGREEMENT

DSP LAW ASSOCIATES
ADVOCATES
4D NICCO HOUSE
2 HARE STREET
KOLKATA-700 001