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Certified that the document is admitted for registration in the office of the District Sub-Register-II, Alipore, South 24-parganas. The document is attached with the document are ~~not~~ not attached with the document.

12 APR 2023

District Sub-Register-II:
Alipore, South 24-parganas.

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 12th day of April, Two Thousand Twenty Three (2023)

BETWEEN

OM LEATHER ART DECO PRIVATE LIMITED (CIN: U19116WB1999PTC090410), (PAN-AAACO3412B) a company incorporated under the provisions of the Companies Act, 2013, having their registered office at Plot No. S 22/1&2, Kasba Industrial Estate Phase 1, Kolkata - 700107 being represented herein by their Director, Sankar Dawn (DIN:01120822, PAN No.-ADLPD7782L) & (Aadhar No. 6842 9061 0874), and Mobile No. 9830031480 son of Lt. Madan Mohan Dawn, by Faith Hindu, by Occupation Business, residing at CL -61, SALT LAKE CITY, SECTOR II, KOLKATA: 700 091, hereinafter collectively referred to as the "OWNER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors or successors-in-interest and assigns), of the FIRST PART;

AND

BHATTER PROJECTS PRIVATE LIMITED having (CIN No. - U51109WB1995 PTC070886), (PAN AACCP6598F), a Company incorporated under the Companies Act, 1956, having its registered office at Merlin House, 1st Floor, 79 Shambhunath Pandit Street, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore Kolkata - 700020

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04 APR 2023

MAHMOOD ALAM
M.A., LL.B., Advocate
Alipore Police Court

MAHMOOD ALAM
M.A., LL.B., Advocate
Alipore Police Court

SL. No. Date

Rs.

Name

Address

SMRITI BIKASH DAS
Govt. Licence Stamp Vender
Alipore Police Court
Kol-27



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represented by one of its Director Mr Siddharta Bhattar having DIN:00605576, PAN AGVPB0550D, Aadhaar No. 6954 3104 0918 and Mobile No. 9830265132, son of Sri Sheo Prakash Bhattar by Faith Hindu, by Occupation – Business, by Nationality - Indian residing at 2, Bishop Lefroy Road, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore Kolkata – 700020, 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 their respective successors or successors-in-interest and assigns)), of the SECOND PART.

Whereas:

- A. The Owner is the absolute recorded Owner of ALL THAT the piece and parcel of land at Premises No. 927 Kalikapur Road, P.S. Kolkata-700099, more fully described in the FIRST SCHEDULE hereunder written and hereinafter collectively referred to as the "Said Property".
- B. The details of Ownership of 'Said Property' are more fully and particularly mentioned in the SECOND SCHEDULE hereunder written.
- C. The Owner herein has approached the Developer for the development of their 'Said Property' by constructing a predominantly residential complex with some commercial area.
- D. The Developer is a reputed Developer, having experience in the development of Real Estate, with sufficient infrastructure and finance, and has agreed to undertake the development of the 'Said Property' by constructing multi-storied buildings mainly for residential and/or Commercial purposes, in accordance with the plan to be sanctioned by the Local Municipality and/or concerned authority and as per the specification agreed between the parties herein, as more fully described in Fourth Schedule appearing hereinafter.
- E. In view of what is stated herein above the Owner and the Developer have mutually agreed about the manner and on the terms and conditions in respect of the development of the Said Property by way of erection and construction of multi-storied buildings mainly for residential and hereby record the same as stated hereunder.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH and it is hereby agreed and declared by and between the parties hereto as follows:

ARTICLE-I **DEFINITION**

- 1. In these presents, unless contrary and/or repugnant thereto the following expression shall have the following meaning:
 - 1.1 "SAID PROPERTY" shall mean All That the land measuring As per Deed 13 (Thirteen) Cottahs 05 (Five) Chittak and 27 (Twenty Seven) Sq Ft. whereas per Site Measurement 12 (Twelve) Cottahs 15 (Fifteen) Chittak 22 (Twenty)



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Sq Ft. more or less, more fully and particularly described in the Part – I & Part – II of the FIRST SCHEDULE hereunder written.

- 1.2 "PROJECT" shall mean the design, development and construction of predominantly residential multi-storied buildings (comprising of various self-contained independent flats/apartments, and some commercial spaces as may be planned by the architect on the 'Said Property 'along with other constructed spaces, facility of car parking areas, necessary infrastructure, facilities, common areas and amenities in accordance with the Building Plan to be sanctioned by the Municipal Authority and other permissions, clearances from the concerned authorities.
- 1.3 NATURE OF DEVELOPMENT shall mean the development of the "Said Property", by constructing predominantly multi-storied residential buildings, as may be approved by the Municipality and/or concerned authority, as agreed between the parties.
- 1.4 "GROSS SALE PROCEEDS" shall mean the proceeds of sales or consideration received/receivable from the Transferee/s against the Sale/Transfer of the flats/units, commercial spaces and the car parking spaces in the Project and from the transfer of any rights/privileges at the said Property including but not limited to floor rise charges, PLC, nomination charges, interest on delayed payment, extra charges and deposits, GST or any other tax payable by the respective Transferees.
- 1.5 "NET SALE PROCEEDS" shall mean Gross Sale Proceeds less:
 - a) GST and any other statutory levies/taxes in lieu thereof, including charges/taxes/penalties will be charged to the customers, as may be applicable from time to time for any new taxes and/or levies as may be imposed in future by any statutory authorities which shall belong to the Developer exclusively;
 - b) Brokerage cost for the Project with the consent of the Owner to be paid to the Broker/Marketing Agent by the Developer and the Owner in accordance with their JV Ratio at actual;
 - c) Other Deposits and Charges: "Extra Charges and Deposits" are collected from the transferees along with applicable Taxes shall mean the following which shall belong to the Developer exclusively:
 - i) Any deposits/charges for the electricity connection, generator, installation of transformer, apartment air-conditioning, maintenance deposit, guarding charges, advance maintenance charges, legal /documentation charges, charges for the formation of the association/society of the Transferee/s, collected from the Transferee/s which shall not be forming part of the consideration for the flats/units of the Project to be sold to such Transferee/s;



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- ii) Any surplus amount received on account of club charges shall be collected exclusively by the Developer after deducting all expenses related to the construction of the said club.
 - iii) Stamp duty, registration fees, other incidental and allied costs, expenses etc. received, collected and recovered from the Transferee/s for the purposes of execution and/or registration of the agreement for sale/conveyance deed or other instruments/documents for the Transfer of the flats/units of the Project;
 - iv) Cost received for any extra customisation work carried out within the flat by the Developer at the instance of Transferee/s in addition to the standard Specifications as stated in the FOURTH SCHEDULE herein as well as changes due to design provisions/layout.
 - v) Any other outgoing, such as the interest for delay or any compensation arising out of a force majeure condition which is paid to the transferee/s and/or any statutory authorities, subject to the Developer serving proper notice to the Owner in this regard within a period of 45 days from date of happening such event.
- 1.6 ARCHITECT AND OTHER CONSULTANTS shall mean any person/s, agencies, to be appointed by the Developer as consultants for designing and planning the proposed project and/or building/s and allied infrastructure to be constructed on the 'Said Property'.
- 1.7 APPLICABLE LAW shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directives of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter and shall include Change of Law;
- 1.8 ASSOCIATION shall mean the association of the Transferees of the Units to be formed in accordance with the Applicable Law;
- 1.9 COMPLETION in respect of the Project shall mean the completion of the planning, design, grant of Approvals, construction and development of the Project and as evidenced by the completion/partial completion certificate issued by the appropriate Governmental Authority with respect to the Project;
- 1.10 COMMON AREA shall mean the area required for common use ingress and egress, and amenities and facilities to be provided in the 'Said Property'.
- 1.11 COMMON FACILITIES AND AMENITIES shall mean all facilities and amenities to be provided in the Said Project to be constructed on the 'Said Property'.



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- 1.12 OWNER shall mean the above-said parties of the FIRST PART including their respective successors, successor-in-office, administrators and/or assigns.
- 1.13 DEVELOPER shall mean the Party of the SECOND PART, including their respective successors, successors - in - office and/or assigns.
- 1.14 REVENUE SHARE shall mean, sharing of net sales proceeds, to be shared by the parties herein, as per the agreed ratio, as more fully described in Article - XIII hereunder.
- 1.15 Sales Promotion, Marketing Costs and Advertisement Cost to be exclusively borne by the Developer.
- 1.16 Brokerage cost for the Project with the consent of the Owner is to be paid to the Broker/Marketing Agent by the Developer and the Owner in accordance with their JV Ratio.
- 1.17 NEW BUILDING/BUILDINGS shall mean and include all new multi-storied buildings to be constructed by the Developer in accordance with the plan/s to be sanctioned by the Municipal Corporation and/or concerned authority on the entirety of the 'Said Property'.
- 1.18 PARTIAL COMPLETION shall mean completion of a phase of the Project in terms of the Partial Completion/Occupancy certificate issued by the Competent Authority in respect of such phase.
- 1.19 PLAN shall mean the sanctioned plan or plans to be sanctioned/revised by the competent authorities of the Kolkata Municipal Corporation for the Development of the 'Said Property', which shall include any amendments and/or modifications thereto made in accordance with the relevant terms and conditions in connection therewith (Plans), hereinafter referred to as the 'Said Plan'.
- 1.20 SPECIFICATION shall mean the specifications of the material to be used for the construction of the new building, common area, amenities and facilities to be provided in the said Complex as more fully mentioned in the FOURTH SCHEDULE.
- 1.21 TRANSFER with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multi-storied building/s to the Purchasers thereof.
- 1.22 TRANSFEREE shall mean a person, firm, limited company, or association of persons to whom any space in the new building will be transferred.
- 1.23 DEPOSITS/EXTRA CHARGES/TAXES - shall mean



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- a) Other Deposits and Charges: "Extra Charges and Deposits" are collected from the transferees along with applicable Taxes shall mean the following:
 - i) Any deposits/charges for the resident club, electricity connection, generator, installation of transformer, apartment air-conditioning, maintenance deposit, advance maintenance charges, guarding charges, cancellation charges, legal /documentation charges, charges for the formation of the association/society of the Transferee/s, collected from the Transferee/s which shall not be forming part of the consideration for the flats/units of the Project to be sold to such Transferee/s;
 - ii) Stamp duty, registration fees, other incidental and allied costs, expenses etc. received, collected and recovered from the Transferee/s for the purposes of execution and/or registration of the agreement for sale/conveyance deed or other instruments/documents for the Transfer of the flats/units of the Project;
 - iii) Cost received for any extra customisation work carried out within the flat by the Developer at the instance of Transferee/s in addition to the standard Specifications as stated in the fourth Schedule herein as well as changes due to design provisions/layout.
 - iv) The amounts received towards extra charges are to be apportioned /utilised by the Developer towards providing such services. The Developer shall not be required to submit any account or details of such expenses to Owner as well as customers.
- 1.24 DEVELOPMENT RIGHTS: Shall refer to the rights, powers, entitlements, authorities, sanctions and permissions to:
- a) To develop the 'Said Property' and to construct new multi-storied buildings thereon by the Developer solely at their own costs, expenses and effort in accordance with the necessary permission, Clearances and building plan to be sanctioned by the authorities concerned including Municipal authorities with or without any amendment and/or modifications thereof made or caused to be made by the Developer with prior intimation to the Owner, as per statutory requirement or suggested by the Architect for the betterment of the development; and further to get necessary approvals for development and marketing of the constructed areas in the proposed project as applicable at the relevant time and including consent from environment department and RERA registration.
 - b) To prepare and submit to concerned Authorities all applications, plans and other permissions as may be required for the purpose of obtaining necessary sanctions from the appropriate authorities by the Developer on behalf of the Owner after making necessary alterations and/or



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modifications thereof, if required as may be mutually agreed between the parties herein;

- c) To appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development and construction of the Project;
 - d) To start booking of constructed space, accept advance and execute Sale Agreements;
 - e) To carry out all the infrastructures and related work/constructions for the Project, (excluding filling of the Land), water storage facilities, water mains, sewages, storm water drains, recreation garden, electrical sub-stations and all other common areas and facilities required to be constructed on the 'Said Property' for the said project;
 - f) To execute all necessary, legal and statutory writings, agreements, conveyance deeds and all other documentation for the exercise of the Development Rights and in connection with all the marketing, leasing, licensing or sale of the constructed area comprised in the said Project and to be constructed on the said property as envisaged herein and appear before the jurisdictional Sub Registrar/Registrar towards registration of the documents and to admit execution and present such document for registration and to receive the same;
 - g) To manage the Land and the built-up areas and facilities/ common areas comprised in the project and constructed upon the Land and/ or to transfer/ assign such right of maintenance to any third party against the collection of maintenance charges from the Transferees of the said project till handing over the Project to the Association of the Transferees to be formed.
 - h) To apply for and obtain any approvals in its name or in the name of the Owner, including any temporary connections of water, electricity, drainage and sewerage in the name of the Owner for the purpose of development and construction of the Project or for exploitation of the Development Rights in the Project;
- 1.25 SALEABLE SPACE shall mean the aggregate of the Built Up Area and/or Carpet Area, as the case may be, of all the Units in the new building/s to be constructed and the right to park cars and all other open or covered space/s intended or capable of being sold or commercially exploited and shall also include any additional area constructed over and above the sanctioned area as per building plans.
- 1.26 INDEMNITY Both the Parties hereto shall keep each other fully indemnified and harmless against any claim, loss, liability, cost, action or proceedings, that may arise against any party on account of any willful act or omission on



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the part of the other party or on account of any failure on the part of the other party to discharge its liabilities/ obligations herein save and except in case of force majeure.

- 1.27 Words importing singular shall include the plural and vice versa.
- 1.28 Words importing the masculine gender shall include feminine and neuter genders - like-wise words imparting feminine gender shall include masculine and neuter genders and similarly words imparting neuter gender shall include masculine and feminine genders.

ARTICLE II INTERPRETATION

- 2 In this agreement save and except as otherwise expressly provided
 - 2.1 All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
 - 2.2 The division of this agreement into headings is for the convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
 - 2.3 When calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
 - 2.4 All references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
 - 2.5 The words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
 - 2.6 Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or directions any time issued under it.
 - 2.7 Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

ARTICLE - III REPRESENTATIONS AND ASSURANCES BY THE OWNER



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3.1 At or before entering into this agreement the Owner has assured and represented to the Developer as follows:

- a) That in the background recited above the Owner is the absolute Owner of the entirety of the 'Said Property' having a marketable title in respect thereof, and having an undivided share in the entirety of the "said property".
- b) That excepting the said Owner nobody else has any right, title, interest, claim or demand whatsoever or howsoever into or upon the 'Said Property'.
- c) That the 'Said Property' is free from all encumbrances, charges, liens, lispendens, attachments, trusts, whatsoever or howsoever.
- d) That the Owner has continued to remain in possession of the 'Said Property' without any interruption or disturbance and/or claim on any part of the 'Said Property' by any person and/or persons.
- e) That the Owner have full power and authority to enter into this agreement to develop, then sell, transfer and/or deal with the 'Said Property' and the Owner have not entered into any agreement for sale, transfer, lease and/or development, nor has created any third party's interest into or upon the 'Said Property' or any part or portion thereof.
- f) That all rates, taxes, khazna and other outgoings payable in respect of the 'Said Property' up to the date of execution of this Agreement and the Developer shall thereafter continue to pay the same till the date of completion of the project.
- g) That to the best of the knowledge of the Owner there is no suit or legal proceeding pending before any authorities, or court of law nor there is any threat of any legal proceeding, in respect of the entirety of the 'Said Property' on any account whatsoever or howsoever. To the best of the knowledge of the Owner that there is no notice of acquisition or requisition by or from any authority for any purpose. In case any litigation with regard to the title or ownership of property or any part of property is surfaced in the future, and the Owner shall be solely responsible to clear the litigation at their cost and efforts.
- h) The Owner through the Developer shall obtain ULC NOC under Urban Land (Ceiling and Regulations) Act, 1976 and shall bear 50% cost to be incurred by the Developer for obtaining the same.
- i) The Owner also through the Developer shall obtain BLRO mutation in respect of the 'Said Property' and shall bear 50% cost to be incurred by the Developer for obtaining the same.



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- j) That there is no attachment under the Income Tax Act or under any of the provisions of the Public Debt Recovery Act in respect of the 'Said Property' or any part thereof nor any proceedings in respect thereof is pending nor any notice in respect of any such proceedings have been received or served on the Owner to the knowledge of the Owner and further, the 'Said Property' is not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owner.
 - k) THAT the name of the Owner has been recorded in the relevant records of rights published under the West Bengal Land Reforms Act, 1955 and concerned municipality.
 - l) The Owner shall always be responsible to rectify any title dispute/defect, at their own cost and effort;
 - m) The Owner shall always co-operate with the Developer for the development of the Said Property without any hindrance and/or interruption subject to the terms of this Agreement.
 - n) All construction undertaken by the Developer in the 'Said Property' in terms of this Agreement will be belonging to the Developer till completion of the project in terms of this Agreement.
- 3.2 Relying on the aforesaid representations and believing the same to be true and acting on good faith thereof, the Developer has carried out the due diligence and accepted the title of the Owner, but in the event of any of the representations being found to be incorrect and/or false then and in that event it shall be the obligation of the Owner to cause the same to be remedied and/or rectified entirely at their own cost and efforts. In the event of such defect/dispute in respect of the title of the said property if the Developer suffers any damages the Owner shall be fully responsible to compensate such damages sustained by the Developer.

ARTICLE IV

DEVELOPER'S REPRESENTATION

- 4 The Developer has represented and warranted to the Owner that:
- 4.1 The Developer has sufficient knowledge and expertise in the matter of development of immovable property and construction of new residential/commercial buildings/housing complexes.
 - 4.2 The Developer is carrying on the business of development and construction of real estate and has sufficient infrastructure and expertise in this field and



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a reputed team of professionals at its command and adequate financial capacity to undertake the work of this Development.

- 4.3 The Developer shall carry out and complete the said development work on the Said Property as per the sanctioned plan or plans to be sanctioned by the competent authorities of the Kolkata Municipal Corporation which shall include any amendments and/or modifications thereto made in accordance with the relevant terms and conditions in connection therewith (Plans) and entire construction work shall be of a good quality of materials and workmanship and shall be as per the Specifications mentioned in the FOURTH SCHEDULE hereunder written.
- 4.4 It is agreed and recorded that the Developer on behalf of the Owner shall obtain all requisite sanctions of the plan consents, permissions, approvals, licenses, and permits as may be required from time to time.
- 4.5 That there is no insolvency, bankruptcy, winding-up, dissolution or liquidation proceeding pending against the Developer.
- 4.6 The Developer is satisfied in respect of the title of the said property but in the event of any of the representations being found to be incorrect and/or false then and in that event it shall be the obligation of the Owner to cause the same to be remedied and/or rectified entirely at their own cost and efforts. In the event of such defect/dispute in respect of the title of the said property if the Developer suffers any damages the Owner shall be fully responsible to compensate such damages sustained by the Developer.
- 4.7 The Developer shall apply and get registration of the said Housing Complex as Real Estate Project under the provisions of the West Bengal Housing Industry Regulation Act, 2017 without any obligation or liability upon the Owner.

ARTICLE V **COMMENCEMENT OF AGREEMENT**

- 5 This agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution hereof (Effective Date).

ARTICLE-VI **APPOINTMENT**

- 6.1 Based on aforesaid express representations of the Developer and believing the same to be true the Owner has appointed the Developer to develop the 'Said Property'.
- 6.2 The Owner do hereby appoint the Developer exclusively to carry out the Development of the proposed Project on the 'Said Property' on behalf of the Owner subject to the terms and conditions, as-contained in this Agreement.



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ARTICLE-VII
POSSESSION

7. The Owner hereby agrees and undertakes that simultaneously with the execution of this Agreement the Developer (and its advisors, consultants, agents and other authorised representatives) shall unrestrictedly be permitted to enter into permissive possession of the Said Property for the purpose of all activities related to the development and construction of the Project, on the terms and conditions as envisaged herein. Provided however that, nothing herein contained shall be construed as the delivery of possession in part performance of any Agreement of Sale, since the Parties are hereby entering into a Development Agreement, under Section 53-A of the Transfer of Property Act, 1882 or Section 2(47)(v) of Income Tax Act, 1961. It is expressly agreed and declared that the juridical possession, of the said Property, shall until the issuance of the Completion Certificate shall remain vested in the Owner.

ARTICLE VIII
DEVELOPMENT RIGHTS

- 8 The Owner hereby grants subject to what has been herein provided and subject to the Developer fulfilling the terms and conditions of this Agreement, the exclusive right to the Developer to develop and to exploit commercially the 'Said Property' and to construct new multi-storied buildings thereon in accordance with the plans sanctioned by the Kolkata Municipal Corporation and with any amendment and/or modification thereto made or caused to be made by the parties hereto.
- 8.1 All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary permission from the appropriate authorities for carrying on smooth construction work at the 'Said Property' and the Developer shall pay and bear all fees including architect's fees charges construction costs and expenses required to be paid or deposited for exploitation of the 'Said Property' save and except fees required to be paid to the Government Authorities related to additional sanction on account of Green Building and/or Metro Corridor as the case may be shall exclusively be borne by the Owner and it is clarified that the all other costs including the cost of construction for the Additional FAR on account of Green Building and/or Metro Corridor shall be borne by the Developer exclusively.
- 8.2 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the 'Said Property' or any part thereof to the Developer, other than an exclusive right to the Developer for the



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purpose of development of the 'Said Property' in terms hereof and other than to deal with Developer Share, subject to providing the Owner Share as per the terms of these presents.

ARTICLE-IX
PLAN & PERMISSIONS

- 9 It is agreed and recorded that the Developer (for and on behalf of the Owner) shall apply and obtain at its costs and expenses all necessary consents, approvals, permissions, licenses, preparation of building plan and sanction of the plan or plans required for carrying out the development at the Said Property including those required from Pollution Control Authority, Fire Service Authorities, Airport Authority, Police Authorities, The Kolkata Municipal Corporation or any other Statutory Authorities. The Developer shall also obtain the necessary Completion Certificate from the Kolkata Municipal Corporation or any other Statutory Authorities in respect of the Project. The Developer shall at its own costs and expenses obtain registration under the Real Estate Regulation Act, 2017 ("RERA") in respect of the Said Property for construction of the said Project.

ARTICLE-X
DEVELOPER'S OBLIGATIONS

- 10 The Developer at their own cost effort shall:
- a) Take all necessary steps for obtaining all permissions, clearances and sanctions and as may be necessary / required and shall do all acts, deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the 'Said Property'.
 - b) Remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the plan and has agreed to keep the Owner, saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings
 - c) Determine and ascertain the built-up area of the residential and commercial spaces in the Project with the objective of optimum utilisation of available space, keeping in mind the market scenario.
 - d) In consultation with the Architect, shall determine as to what quality and specifications of building materials are to be used in the construction of the new buildings in the Project. It is agreed that any change in specifications as mentioned in the FOURTH SCHEDULE shall be done in compliance with RERA or any other applicable law.



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- e) The Developer shall with consultation with the Owner be entitled to make any changes, variations and/or modifications in the Plans without reducing the sanctioned area of the Project and/or specifications and/or construction of the new buildings, as may be required to be done from time to time at the instance of the concerned municipal or the sanctioning authority or other appropriate authorities or under any statute or under the advice of the Architect, without any objection or hindrance or claim by the Owner or any of them.
- f) During the period of construction of the Project, the Owner may undertake a periodical inspection of the Project, assisted by an Engineer, if felt necessary. Suggestions/observations, if made on such inspection, shall be communicated to the Corporate Office of the Developer, who may discuss the same with the Architect and implement, if feasible, in terms of this Agreement.
- g) The Owner shall not remain responsible for any accident and/or mishap taking place while undertaking demolition of the existing structures, if any, at the 'Said Property' and during the course of development and the Developer has agreed to keep the Owner, saved harmless and full indemnified from and against all costs, charges, claims, actions, suits and proceedings, any local issues in relation thereto.
- h) The Developer shall not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the 'Said Property' or any part or portion thereof.
- i) The Developer shall not expose the Owner to any liability and shall regularly and punctually make payment of the fees and/or charges of the architect, engineer and other consultants as may be necessary and/or required for the purpose of construction erection and completion of the said new building/s.
- j) The Developer shall to remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking the construction of the said new building and/or buildings in accordance with the plan and to pay perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid performed and observed.
- k) The Developer shall comply with all applicable laws and shall complete the development and construction of the Building strictly in accordance with the Building Plan. The Developer alone (to the exclusion of the Owner) shall be responsible and liable for the payment of any wages or compensation or other sums of money payable to any workmen, or contractor of the Developer for any work, dispute, accident or injury to such persons in the course of the proposed development on the 'Said Property'. The Developer and/or its contractors shall comply with all



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Labour Laws including ESIC, Provident Fund and Insurance payments and settle disputes and claims in event of death or injury to any persons on site engaged during the development of the 'Said Property'.

- l) The Developer on being satisfied with the title of the Owner has agreed to take up the Project but in the event of any of the representations being found to be incorrect and/or false then and in that event it shall be the obligation of the Owner to cause the same to be remedied and/or rectified entirely at their own cost and efforts. In the event of such defect/dispute in respect of the title of the said property if the Developer suffers any damages the Owner shall be fully responsible to compensate such damages sustained by the Developer. The Developer hereby confirms and undertakes that, the Developer shall commence construction of the Project or the first phase of the project immediately from the date of obtaining the sanction plan and all other required permissions and approvals from the authorities concerned including RERA registration Authority & Environment Department, to commence construction for the development of the 'Said Property', subject to compliance of Owner obligation under clause 3.1 or any Force Majeure, as defined in this Agreement (Date of Commencement).
- m) The Developer shall, at the earliest apply and obtain from the Competent Authorities, all required approvals including registration under RERA, at the cost and expenses of the Developer, subject to fulfilment of the Owner's obligations as defined herein above. The Developer shall immediately send a copy of each of the same to the Owner for its record. In this regard, it is clarified that (1) the full potential of the 'Said Property' shall be utilised for the construction of the New Building, (2) the Developer shall be responsible for obtaining all sanctions, permissions, clearances and approvals needed for the Project (including final sanction of the Building Plans and Occupancy/Completion Certificate).
- n) The Developer shall be responsible to arrange all necessary finances and/or funds for the development of the Project.
- o) GST etc. and all other impositions or levies, as may be imposed or levied by any Statutory or Governmental Body or authority upon the Development of the 'Said Property' or matters connected therewith (Taxes), if any, relating to the Development and construction of the Project shall be paid and borne solely by the Developer who shall comply with the applicable provisions regarding the same and keep the Owner indemnified in this regard. However, the Owner shall pay applicable GST in case they decide to retain certain areas in the said project. However, in case of any new levies in the future, if imposed by any statutory authority or similarly any relaxation/credit being granted by the Statutory Authorities, the same shall be reviewed between the parties and the same shall be shared accordingly.



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- p) The Project shall be made complete in all respects including providing all required Common Areas and essential services including drainage/sewerage, water, electricity, telephone and any other essential connections and the landscaping and electrification of such Common Areas as may be required for beneficial use of the Units.
- q) The Developer shall be responsible for applying and obtaining electricity, water, sewerage and drainage connection at the Said Property and/or Buildings(s) and/or Units as may from time to time be required, for that the Developer can make applications in the name of Owner to concerned authorities, as their authorised representatives.
- r) The Developer shall not violate or contravene any of the provisions or rules applicable for the construction of the Building(s) and development of the 'Said Property'. In case while doing the work if some violations happen, the Developer shall correct the same at its cost and effort.
- s) The Developer shall comply with the provisions of all statutes, rules and regulations as applicable in connection with the development of the Project.
- t) During the course of construction of the project, the Developer shall purchase and maintain insurance policies as are customarily and ordinarily available in India on commercially reasonable terms and reasonably required to be maintained to insure the Project and all related assets against risks in an adequate amount, consistent with similar facilities of the size and type of the Project and as may be required by the lenders and/or the applicable law (if any). The premiums payable on insurance coverage as indicated above, including any costs and expenses incidental to the procurement and enforcement of such insurance cover shall be part of the Project Costs. The proceeds from all insurance claims, except for life and injury, shall be promptly applied for the repair, renovation, restoration or re-instatement of the Project assets, facilities and services or any part thereof, which may have been damaged or destroyed.
- u) For the purpose of maintaining clarity in the Project accounts and also to provide ease in monitoring the cash flow of the Project through the designated RERA account, the Owner hereby agrees that the Developer alone shall be responsible and authorised in the name of the Owner to receive all earnest money, advances, deposits, considerations and other amounts payable by the transferee/s for the sale or Transfer of Units and give valid receipts and discharges therefore.
- v) The Developer shall also be solely responsible for the Development of the Project and shall be entitled for itself and on behalf of the Owner, as the case may be, to handle, deal with and/or to look after all matters, disputes, litigations, cases, issues that may arise out of the activities while developing the 'Said Property' and construction of the Project



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thereat, at its own cost and expenses, as also those arising with the ultimate buyers of Units of the Project.

ARTICLE-XI
INTEREST-FREE REFUNDABLE SECURITY DEPOSIT

- 11.1 The Developer shall pay a total sum of Rs. 30,00,000/- (Thirty lacs only) to the Owner herein as and by way of an interest-free refundable security deposit under this agreement in the following manner:
- a) The Developer has paid on or before signing of this agreement to the Owner a sum of Rs.20,00,000/- (Rupees Twenty Lacs only), which the Owner acknowledges having received as per the Memo appearing hereinafter.
 - b) The Developer shall pay on Sanction for construction of the Said Property as well as fulfilment of all the Owner obligations as per clause no. 3.1 above, a sum of Rs. 10,00,000 (Rupees Ten Lacs only) to the Owner towards balance payment against such interest-free refundable security deposit.
- 11.2 That the entire interest-free refundable security deposit paid to the Owner by the Developer shall be refunded to the Developer after the Completion of the Project prior to the finalisation of the project account.

ARTICLE - XII
TIME OF COMPLETION

- 12 It is agreed between the parties herein that the Developer shall complete the development i.e. Completion of the Project in all respects, within 48 (forty-eight) months, with an additional 6 (six) months grace period if the same is not completed within the said period of 48 months, from the date of obtaining Sanction Build Plan from KMC and all other approval and NOC for commencement of construction, save and except Force Majeure Condition.

ARTICLE - XIII
REVENUE SHARE

- 13.1 In consideration of the Owner granting development rights to the Developer and the Developer agreeing to construct and complete the Project at its cost and expenses, the Owner and the Developer shall be jointly entitled to undivided rights, share or interest of the Project (including the undivided proportionate share in the Land) and instead of



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the sharing the constructed spaces in the Project the Parties herein shall share the net sale proceeds and shall jointly Transfer the flats/units and other rights and benefits in the Project and shall share the Net Sale Proceeds received from the prospective Transferees in the ratio as mentioned below:

- a) Owner: 49% of the Net Sale Proceeds (Owner's Share)
- b) Developer: 51% of the Net Sale Proceeds (Developer's Share)

- 13.2 That it is agreed between the Owner and Developer that after receiving the payment of the entire amount of consideration, upon receipt of the Completion Certificate (partial/full) and in compliance with RERA or any other applicable law, the Deed of the Conveyance will be executed by the Owner through their constituted Attorney in favour of such intending Purchaser/s and the Developer will necessarily be a Confirming Party to such Deed of Conveyance and/or transfer, as the case may be.

ARTICLE-XIV **MARKETING OF PROJECT**

- 14 The Developer shall have the exclusive right and entitlement to market / promote advertise/promote the entire Project including the right to sell, transfer and otherwise dispose-off any Units and/or other constructed areas or spaces, Parking Spaces, commercial spaces (if any) and other facilities comprised in the Project on such terms and conditions and at such price from time to time as may be decided by the Owner and the Developer, jointly. The Owner and the Developer shall jointly decide the basic sale price range of Units from time to time before and after launching the Project. For any special cases of discount beyond the agreed range, the same shall be mutually discussed and agreed upon.
- 14.1 It is expected that the entirety of the Project shall be sold out within 4 (Four) years from the date of commencement of sales after all the approvals, with a further grace period of another 6 (Six) months.
- 14.2 In case, the entirety of the Project does not get sold within the time specified herein, the Parties may extend the time upon mutual agreement and after the agreed grace period, the unsold stock shall be divided/shared in a fair and equitable manner between the Parties as per the Post CC Ratio. In such case, the Owner shall be responsible to discharge its liabilities such as Notional rent or any other taxes/levies and maintenance charges as may be applicable on their allocated stock.



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- 14.3 Both the parties hereby agree undertakes and acknowledge that subsequent to registration of the proposed residential project with RERA Authority, the Developer shall be entitled to receive booking, enter into an agreement for sale, allotment for sale, of any Unit, flat, apartment or any other space/ area in the Project to be developed or constructed over the 'Said Property' as per the terms of this instant Agreement.
- 14.4 The Developer shall ensure that the advertising and marketing of the Project are carried out in a manner that is consistent with and not in derogation of or conflict with any terms or provisions of this Agreement and the Applicable Laws.
- 14.5 The Parties hereby agree that the appointment of Brokers and Marketing agents shall be done in the agreement/consensus of both parties.
- 14.6 The Parties hereby agree that all booking amounts, advances and sale proceeds received by the Developer on account of the Net Sale Proceeds for the sale and Transfer of the Units comprised in the Project shall be appropriated and shared by the Parties in the agreed ratio as mentioned in the Cl. 13.1 above.

ARTICLE-XV
INCOMES & EXPENDITURES / ACCOUNTS / FINANCIAL COVENANTS

- 15.1 All costs and expenses for the Development of the Project shall be borne by the Developer.
- 15.2 The Net Sale Proceeds shall be shared by the Owner and the Developer in the agreed ratio as provided in Clause 13.1.
- 15.3 The Gross Sales Proceeds of the Project shall be deposited in a separate bank account ("Master Collection Account") opened by the Developer in their own name, in which there shall be two joint signatories out of which one be the authorised representative of the Owner and the one to be the authorised representative of the Developer and operable only jointly by them and at no point shall the signatories be changed unless agreed by both Parties, in writing. Suitable standing instructions consistent with the provisions of the RERA and the Rules made thereunder shall be given to the Bank for disbursement of the Gross Sales Proceeds collected in such Master Collection Account and available for distribution as per RERA rules.
- 15.4 It is clarified that standing instructions should state that from the Master Collection Account, 70% (seventy per cent) of the Gross Sales Proceeds



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shall be deposited in the RERA Account. From the Master Account, 30% of the Gross Sales Proceeds shall be deposited in a separate bank account for onward distribution of the respective shares of the Owner and the Developer ("Distribution Account"). Any amount which can be withdrawn from the RERA Account as per the RERA Act and Rules shall be transferred to the Distribution Account immediately. Thus it is further clarified that the operation of all the bank accounts i.e. Master Collection Account, RERA account and Distribution account will be operated under the joint signature of the Developer and the Owner and instructions cannot be given by any party/signatory unilaterally in respect thereof.

15.5 It is further agreed recorded and confirmed by and between the Parties hereto that all amounts received in the Distribution account either from the Master Collection Account or the RERA Account shall be distributed after calculating the Net Sales Proceeds, in the following manner monthly i.e. 10th day of the succeeding calendar month for the calendar month immediately preceding:

- a) The Developer' Share of 51% of Net Sales Proceeds and also the differential amount between Gross Sale Proceeds and Net Sales Proceeds to be transferred from the Distribution Account to a different bank account ("Collection Account") to be opened in name of the Developer which Collection shall be used exclusively by the Developer.
- b) The Owner's Share of 49% of the Net Sales Proceeds shall be transferred from the Distribution Account to a different bank account to be opened in name of the Owner.
- c) The Developer shall provide a statement to the Owners' showing the detailed calculation of Net Sales Proceeds prior to each transfer.

15.6 It is further recorded and confirmed that:

- a) All Intending Buyers shall be required to be and shall be directed to make payments of the Gross Sales Proceeds receivable against the sale of the Saleable Areas by issuing all cheques, Pay Orders and other negotiable instruments only in the name of the said Master Account and in the event of the Intending Buyer willing to make payment by NEFT, RTGS or like mode, they shall also be required to be and shall be directed to make such payments by such mode only to the Master Account and all booking forms, agreements for sale and other relevant documents for the purpose shall specify the requirement of payment of the Gross Sales Proceeds by the Intending Buyers in the name of or to the Master Account as aforesaid.
- b) All cheques/pay orders/demand drafts and other negotiable instruments received or payments received by NEFT, RTGS or like mode in respect of the said Gross Sales Proceeds shall be received by



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the Developer for the purpose of distribution in the Revenue Sharing Ratio in the manner mentioned hereinafter.

- 15.7 The Developer shall be entitled to receive consideration/allotment money/advance consideration, etc. in respect of the sale of the Units and other areas comprised in the Project and give receipts thereof.
- 15.8 The Taxes in respect of the sale of the Units to the transferees shall be collected by the Developer from the transferees and deposited in the Master Account mentioned above. Deposit of such Taxes with the concerned authority in accordance with the law in respect of the sale of the Units to the transferees and complying with applicable provisions regarding the same shall be the responsibility of the Developer. However, such payment of Taxes in respect of the sale of the Units to the transferees shall be made out of the gross sale proceeds.
- 15.9 It is further recorded that in view of the present laws, the intending purchasers may deduct Tax Deductible at Source in accordance with the provisions of the Income Tax laws of India and similarly, the Developer shall deduct the amount on account of applicable TDS from Owners' revenue.
- 15.10 After completion of the Development of the Project, the parties shall carry out the reconciliation of accounts of the Project and pay or receive suitable adjustment amounts, to or from each other. Apart from the share or dues of the Owner in the net sale proceeds of the Project, the Owner shall have no other share or interest in any other head or account arising out of the Development of the 'Said Property'.

ARTICLE-XVI
OWNER'S OBLIGATIONS

- 16 The Owner within a period of three months from the date of execution of this Agreement shall at its own cost and effort:
- 16.1 In addition to the obligations as agreed by the Owner, The Owner shall have the following Obligations:
- a) To make available the total land of As per Deed 13 (Thirteen) Cottahs 05 (Five) Chittak and 27 (Twenty Seven) Sq Ft. whereas per Site Measurement 12 (Twelve) Cottahs 15 (Fifteen) Chittak 22 (Twenty) Sq Ft. more or less for the joint venture/development, free from all encumbrances and with marketable title and in vacant conditions.
 - b) Provide all the title-related documents, as and when required by the Developer, for verification of the same, before the various authorities against the proper receipt thereof and/or also for obtaining the construction finance by the Developer.



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- c) To co-operate with the Developer in all respect for the development of the 'Said Property' in terms of this agreement.
- d) For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake the construction of the new building and/or buildings in accordance with the said plan.
- e) To execute one or more Registered Power of Attorney/s, in favour of the Developer or its representative/s, as may be required for the development of the 'Said Property' and also to enter into registered agreements for the sale of /flat/Units or constructed spaces with the prospective purchaser in terms of this agreement and execution and registration of Deed of Conveyance on behalf of Owner. It is clarified that the Deed of Conveyance shall be executed post the Completion Certificate of the Project is received and as per the norms specified under RERA or any other applicable law and all consideration in respect of such unit has been received and shared with the Owner.
- f) Shall be responsible to pay property tax, khazana of the 'Said Property' till the execution of this Agreement
- g) Shall be liable and responsible for any claim and/or demand of whatsoever nature, arising out of the Ownership/title of the 'Said Property'.

16.2 The Owner has further agreed by way of negative covenants, subject to the Developer fulfilling its obligation under this Agreement:

- a) Not to cause any interference or hindrance in the development of the 'Said Property' by the Developer.
- b) Not to do any act, deed or thing whereby the Developer are prevented from selling, assigning or disposing of any portion of the said project.
- c) Not to let out, grant lease, mortgage or charge or in any way transfer or encumber the 'Said Property'.
- d) None of the Owners shall be entitled to ask for a division of the 'Said Property' and the same shall remain always undivided.

ARTICLE-XVII **DEFAULT AND REMEDIES**

17.1 In case the Owner fails to comply to perform its obligations as mentioned in Article 16.1 above, within the stipulated time of 3 months from the date of this agreement, in that event the Developer at its sole discretion may either extend the time for completion of Owner obligation or terminate this



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Agreement and ask for Refund of Interest-Free Security Deposit paid under this Agreement without any interest.

- 17.2 It is agreed between the parties herein that if for any unforeseen reasons and/or circumstances, attributed to the Owner, the Developer could not obtain the desired sanction plan and/or necessary approvals, clearances, or permissions, in such event the Developer shall be entitled to cancel this agreement, and the Owner shall be liable to refund the Developer the total interest-free refundable security deposit amount paid by the Developer under this agreement or any other agreement together with interest @12%per annum and further all expenditures incurred by Developer on account of 'Said Property' on behalf of Owner or otherwise, within a period of 30 days from the date of intimation of such cancellation subject to receiving the copies of such sanction plan and/or necessary approvals, clearances, permissions, etc.
- 17.3 In the event the Developer is unable to complete the proposed Project within the Completion period then the Developer shall be liable and responsible to pay the Owner monthly compensation of Rs.30,000/- per month for the period of delay after the expiry of the grace period in terms of this agreement till the Completion of the project. It is further agreed that if any compensation is payable to the intending Purchaser/Transferee due to such delay then the same shall be borne by the Developer and the Developer shall keep the Owner indemnified for any loss, costs and/or consequences due to such delay. It is clarified that the Project shall be deemed to be completed only when the full Completion Certificate is issued by the Competent Authority and such date on which the said full Completion Certificate is issued shall be considered as the Completion Date. It is clarified that the remaining approvals for the launch of the Project shall be obtained at the earliest without any unnecessary delay.

ARTICLE-XVIII **PROJECT DECISIONS**

- 18 The Developer shall, in consultation with the Owner in the best interest of the Project and based on techno-commercial feasibility, be empowered to take decisions in respect of all matters including, but not limited to the following and the same will be binding on the:
- a) Nature of development: Residential and/or commercial/mixed use.
 - b) Materials to be used for the Project.
 - c) The name of the Project will be decided mutually but it shall only have the prefix "BHATTER".
 - d) To decide the phase-wise development and marketing of the project.



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ARTICLE -XIX
PROCEDURE

- 19 Simultaneously upon execution and registration of this agreement, the Owner shall execute a Registered Power of Attorney in favour of the Developer and/or their representative/s for the purpose of obtaining a sanction plan and all necessary approvals from different authorities in connection with the construction of the building and also for pursuing and following up the matter with Municipal Authority and other authorities, also for entering into and registration of agreement for the sale of All Units with the prospective Transferees and execution and registration of Deed of conveyance in favour of prospective transferees on behalf of the Owner and to receive the same. It is clarified that the Deed of Conveyance shall be executed post the Completion Certificate of the Project is received and all consideration in respect of such unit has been received and shared with the Owner. The said power of attorney shall remain in force till the completion of all activities under this agreement by the Developer.
- 19.1 Apart from the execution of the Specific Power of Attorney, the Owner shall execute as and when necessary all papers, documents, plans, etc. for the purpose of development as well as for availing construction loan by the Developer for the 'Said Property' in terms of this Agreement.
- 19.2 It is agreed and recorded that the Owner shall bear and pay the Municipal rates, taxes, levies, surcharge, outgoings and all other impositions relating to Municipal tax concerning or relating to the Said Property upto the Effective Date and fulfilment of all Owner obligations as per clause 3.1 of this agreement of the project and thereafter till the Completion of the said Project, the same shall be paid by the Developer.

ARTICLE-XX
PROJECT

- 20.1 In addition to the obligations as agreed by the Owner, The Owner shall have The Developer shall at their own costs and efforts shall construct, erect and complete the said project to be constructed for the development of the 'Said Property', in accordance with the sanctioned plan and further as per the specification.
- 20.2 The Developer shall be authorised in the name of the Owner in so far as necessary to apply for and obtain quota entitlement and other allocation of or for cement, steel, bricks and other building materials allocable to the Owner for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to the proposed project and other inputs



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and facilities required for the construction or for the better enjoyment of the building for which purpose the Owner shall execute in favour of the Developer or its representative/s a Power of Attorney and other authorities as shall be required by the Developer.

ARTICLE-XXI **FORCE MAJEURE**

21.1 Notwithstanding anything contained under this Agreement, neither the Developer nor the Owner shall be responsible for any delay or any breach if such delay or breach is caused by reason of :

- a) any change of Law, Rules, Regulations or any Restrictions imposed by any Government or other Authority including any Judicial Authority, only if any of the aforesaid reasons has the effect of making the continuation of the Development Work impossible, in spite of best and diligent efforts in good faith of the Developer and to the extent it so has or
- b) by reason of war, civil commotion or natural calamity or any Act of God or any epidemic/pandemic (save and except the current pandemic caused due to Coronavirus), non-availability of raw materials/labour and/or any unforeseen circumstances.

That the completion period as stated above shall automatically stand extended by the time period, which may be required for obtaining any new approval or clearance if subsequently, imposed by any statutory authority/authorities during the construction period.

21.2 The period of delay occurring due to any Force Majeure event shall be excluded for computing the timelines stipulated in this Agreement. The Developer shall be entitled to corresponding extension of time for the days lost due to the factors stated above. Provided however, upon commencement of any Force Majeure reason, the effected party shall notify the other party of such situation within seven days of such commencement.

ARTICLE-XXII **OWNER' INDEMNITY**

22 The Owner hereby undertakes that the Developer shall be entitled to the development of the 'Said Property' and shall enjoy its revenue share and other receivables as mentioned in this agreement or allocated space without any interference and/or disturbance PROVIDED the Developer performs and fulfils all the terms and conditions herein contained and on its part to be observed and performed.

22.1 The Owner shall not do any act, deed or thing whereby the Developer shall



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be prevented from construction and completion of the said project.

- 22.2 The Owner agrees to indemnify, keep indemnified, defend and hold harmless the Developer and their directors, officers, employees, assigns and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with respect to the right, title, Ownership and interest in, to or upon the 'Said Property' or any act or omission on part of the Owner its men and/or agents.

ARTICLE-XXIII **DEVELOPER'S INDEMNITY**

- 23 The Developer hereby undertakes to keep the Owner indemnified and indemnify the Owner against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the development of the 'Said Property'.
- 23.1 The Developer hereby undertakes to keep the Owner indemnified against all actions suits costs proceedings and claims that may arise out of the Developer' action with regard to the development of the 'Said Property' and/or in the matter of construction of the said Building and/or for any defect therein.
- 23.2 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise of the Developer, the Architect or their labour or contractors, the same shall be on account of the Developer and the Owner shall be fully absolved of any liability or claim thereof or there from.
- 23.3 The Developer hereby agrees and covenants with the Owner not to transfer and/or assign this Agreement in favour of any third party, without the prior written consent of the Owner. Further any transfer of shares of the Developer that may result in the management and control of the Developer being transferred to anyone else shall be deemed to be an assignment without consent. Similarly, any transfer of shares of the Owner that may result in the management and control of the Owner being transferred to anyone else shall be deemed to be an assignment without consent.
- 23.4 The Developer agrees to indemnify, keep indemnified, defend and hold harmless the Owner and its assigns and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with respect to any non-compliances, by the Developer, of the Applicable Laws for development and construction of the Project.



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23.5 The Developer shall indemnify and shall always keep the Owner, its employees, assigns and agents indemnified and harmless against:

- a) All claims, damages, compensation or expenses payable in consequence of any injury or accident or death sustained by any workmen or other persons during construction and/or upto the completion of the Project including the Common Areas appertaining thereto in all respect upto handing over possession of Unit to the Intending Purchaser and the Owner shall at the cost of the Developer defend any action filed in respect of such injury brought under the Employees Compensation Act or other provisions of law.
- b) Any lien or charges claimed or enforced against any material supplied in the construction of the Project by any supplier of such materials.
- c) All acts, commissions, omissions, negligence and deviation in respect of the sanctioned Building Plan with such modification as be approved by the concerned authority and Development Authority and in regard to the meeting of its obligations as herein mentioned and against all claims, demands, right and actions of all workmen, engineers, architects and their successors to be employed in the Project.

ARTICLE - XXIV
MISCELLANEOUS

24.1 The Parties agree that in the event of any breach of the provisions of this Agreement, the Parties shall suffer irreparable harm and injury and damages would not be an adequate remedy and each of the Parties (at its sole discretion) shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief at a court or arbitral forum of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have under this Agreement or at law or in equity, including without limitation a right for damages.

24.2 Both the Parties shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relevant obligation is prevented by the existence of force majeure condition with a view that the obligation of the party affected shall be suspended for the duration of the force majeure condition.

24.3 Any notice or other communication given by any Party to this Agreement shall be in writing and shall be deemed to have been served if delivered personally or by registered post, speed post or facsimile or electronic mail to the following addresses:



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- (a) If to the Owner:
 Name: Om Leather Art Deco Private Limited
 Address: Plot No. S 22/1&2, Kasba Industrial Estate Phase 1,
 Kolkata 700107
 Attention: Mr Sankar Dawn, Director
 Email: sanky.dawn@gmail.com and pinaki.srkr@rediffmail.com
- (b) If to the Developer:
 Name: Bhatler Projects Pvt. Ltd.
 Address: 79 Shambunath Pandit Street, Kolkata-700020
 Attention: Mr Siddharta Bhatler, Director
 Email: info@bhatlerprojects.com

24.4 Drafting Of Deeds & Documents.

- a) That all agreements for sale, transfer and or other documents which are required to be executed and registered for transfer by way of sale, lease or otherwise (as may be advised) of the constructed areas together with the undivided proportionate impartible share of the said Property shall maintain uniformity in respect of the agreements, restrictions, stipulations, covenants, terms and condition for the use and occupation of the Units and other constructed areas of the said Project and the Owner and Developer shall from time to time execute and register all such Agreements for Sale, and other Deeds and documents unto and in favour of intending Transferees and shall further do all other acts deeds and things as may be necessary to implement and to enforce the same and to give full effect to the intention of the Parties herein and for perfecting the powers and authorities herein expressly granted.
 - b) That the template of all agreements for sale, deeds of sale/ transfer and other documents which are required to be executed and registered as envisaged herein shall be drafted by the common solicitor in consonance with the RERA.
 - c) That Developer shall not change alter and/or deviate from the said uniform drafts of the agreement for sale, deeds and/or other documents.
- 24.5 The Owner and the Developer have entered into this Agreement purely as a contract and nothing contained therein shall be deemed to construe a partnership between the Developer and the Owner.
- 24.6 The Government of West Bengal has already introduced West Bengal Housing Industry Regulatory Act, 2017 (RERA) as per the central Govt. Real Estate Regulatory Act and Parties herein will be bound to comply with their respective obligation under the said Act. It is agreed between the parties herein that the Developer shall comply with all obligations of RERA



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and no liability shall be foisted on the Owner. In case of any notifications/directives given by the authority concerned after the execution of this agreement, to be fulfilled by the Owner, if the same is imposed on the Owner.

- 24.7 Any tax and imposition levied by the State Government, Central Government or any other authority or body payable on the transfer, acquisition and/or handing over of the Owner's allocation by the Developer to the Owner shall be paid by the Owner in case of Owner wish to retain constructed area.
- 24.8 After the completion of the project, the Owner of all apartments, and units shall form an Association, and all the parties hereto shall cause each of the Apartment / Unit Owner to whom they would transfer their respective right, title and interest out of their respective allocation area, to compulsory become a member of such Association. After the formation of the Apartment Owner' Association, the Board of Management thereof shall be entitled to delegate the day-to-day function of the Association and/or shall be entitled to appoint any agency/agencies for maintenance purposes.
- 24.9 All the apartment/space Owner herein shall abide by such rules, regulations and bye-laws, as may be made applicable by the Developer for maintenance of the said complex, before the formation of the Apartment Owner Association, and after the formation of Owner Association, to comply with and/or adhere to all such rules, regulations and bye-laws of such Association.
- 24.10 This Agreement is personal to the parties hereto and none of the parties shall be entitled to transfer and/or assign the benefits of this Agreement to any other person and/or persons without the consent of the other party, in writing.
- 24.11 Whether or not the transactions contemplated by this Agreement are completed in accordance with the terms hereof, the Parties hereto agree to hold in confidence and shall not disclose in any manner to any third party or use for any purpose other than that for which it is disclosed any information relating to the marketing strategies, customers, finance, advertisement, and other business policies of the other party.
- 24.12 The foregoing shall not apply if:
- a) Such information is in the public domain through no fault of the disclosing Party;
 - b) Such information was in possession of the receiving party prior to its disclosure and was not previously obtained from the disclosing party; or
 - c) Such information was furnished to the receiving party by a third party as a matter of right without restriction on disclosure.



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- 24.13 If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part thereof shall, to that extent, be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected. This agreement is final and binding upon all parties herein and all verbal communications / Agreements / Deeds, if any, executed prior to this Agreement containing any clause contrary to those specified under this Agreement shall be deemed to be cancelled and of no effect to that extent.
- 24.14 The signatory executing this Agreement on behalf of the Owner and Developer represents and warrants that they are duly authorised to execute and deliver this Agreement on behalf of the Owner and the Developer, in accordance with the authorisation given by the respective parties and this Agreement is binding on all the parties in accordance with its terms.
- 24.15 The Owner and Developer after completion of the said Project and distribution of their respective unsold stock, shall punctually and regularly pay for their respective allocation area, the said Rates, Taxes and all other outgoings, to the concerned authorities and all the parties shall keep others indemnified against all actions demands, costs, charges, expenses and proceedings, whatsoever directly or indirectly initiated against or suffered by or paid by any of them as the case may be in consequence upon default by the Owner and Developer in their behalf.

ARTICLE - XXV

GOVERNING LAW, JURISDICTION AND ALTERNATE DISPUTE RESOLUTION

- 25.1 In the event of any dispute or difference arising between the parties, the courts/tribunals in Kolkata alone shall have exclusive jurisdiction to adjudicate on any matter concerning this Agreement to the exclusion of all other courts/tribunals.
- 25.2 This Agreement and the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.

ARTICLE - XXVI

DISPUTE RESOLUTION AND FORUM

- 26.1 In case of any dispute, differences or questions arising between the parties with regard to the interpretation, meaning or scope of this Agreement or any rights and liabilities of the parties under this Agreement or out of this Agreement or in any manner whatsoever concerning this Agreement, the Developer and the Owner shall try to resolve the matter amicably failing which the matter shall be referred to the Court of Law and be settled by the Court of Law.



- 26.2 Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

THE FIRST SCHEDULE ABOVE REFERRED TO
(‘The Said Property’)

ALL THAT the piece and parcel of land measuring as per Deed 13 (Thirteen) Cottahs 05 (Five) Chittak and 27 (Twenty Seven) Sq. Ft. and as per Site Measurement 12 (Twelve) Cottahs 15 (Fifteen) Chittak 22 (Twenty) Sq. Ft. at Premises No. 927, Kalikapur, P.S. Garfa, Kolkata -700 099, within the jurisdiction of KMC Ward No. 106, under Assessee No. 311060709158, and the same is butted and bounded as follows:

ON THE NORTH : By 8’ft. wide K.M.C Road;
ON THE SOUTH : By 20’ft wide K.M.C Road;
ON THE WEST : By Premises Nos. 428 Kalikapur Road and 96B Kalikapur Road;
ON THE EAST : By 12’ft. wide K.M.C Road.

THE SECOND SCHEDULE ABOVE REFERRED TO
(‘OWNERHIP DETAILS’)

WHEREAS:

- A. One Lalit Mohan Mondal son of Behari Lal Mondal, by virtue of an Indenture dated 24.02.1997 duly registered at the office of DSR-III, South 24 Parganas and recorded in Book No. I, Volume No. 53, Pages 478 to 491, Being No. 1929 for the year 1997, sold, conveyed and transferred ALL THAT the piece and parcel of land measuring 4 cottahs 11 chittaks more or less with 300 sft. Kutcha structure being divided and demarcated a portion of RS Dag No. 41 (formerly Dag No. 36), Mouza – Kalikapur, Parganas Khaspur RS-2, Touzi No. 345 and 12, J. L. No. 20, Khatian No. 226 (formerly No. 187), P. S. Kasba, together with right to use 12 sft. common passage situated on the eastern side of the said plot, unto and in favour of one M/s Leather Artdeco, a partnership firm, having its office at 74A, Amherst Row, Kolkata – 700 009.
- B. One Janardan Mondal son of Lalit Mohan Mondal, by virtue of an Indenture dated 24.02.1997 duly registered at the office of DSR-III, South 24 Parganas and recorded in Book No. I, Volume No. 53, Pages 492 to 505, Being No. 1930 for the year 1997, sold, conveyed and transferred ALL THAT the piece and parcel of land measuring 2 cottahs 9 chittaks more or less with 220 sft. Kutcha structure being divided and demarcated a portion of RS Dag No. 41 (formerly Dag No. 36), Mouza – Kalikapur, Parganas Khaspur RS-2, Touzi No. 345 and 12, J. L. No. 20, Khatian No. 226 (formerly No. 187), P. S. Kasba, together with



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right to use 12 sft. common passage situated on the eastern side of the said plot, unto and in favour of one M/s Leather Artdeco, a partnership firm, having its office at 74A, Amherst Row, Kolkata – 700 009.

- C. One Dilip Mondal son of Lalit Mohan Mondal, by virtue of an Indenture dated 24.02.1997 duly registered at the office of DSR-III, South 24 Parganas and recorded in Book No. I, Volume No. 59, Pages 1 to 14, Being No. 1931 for the year 1997, sold, conveyed and transferred ALL THAT the piece and parcel of land measuring 2 cottahs 9 chittaks more or less with 220 sft. Kutcha structure being divided and demarcated a portion of RS Dag No. 41 (formerly Dag No. 36), Mouza – Kalikapur, Parganas Khaspur RS-2, Touzi No. 345 and 12, J. L. No. 20, Khatian No. 226 (formerly No. 187), P. S. Kasba, together with right to use 12 sft. common passage situated on the eastern side of the said plot, unto and in favour of one M/s Leather Artdeco, a partnership firm, having its office at 74A, Amherst Row, Kolkata – 700 009.
- D. One Pratap Mondal son of Lalit Mohan Mondal, by virtue of an Indenture dated 24.02.1997 duly registered at the office of DSR-III, South 24 Parganas and recorded in Book No. I, Volume No. 59, Pages 15 to 28, Being No. 1932 for the year 1997, sold, conveyed and transferred ALL THAT the piece and parcel of land measuring 2 cottahs 11 chittaks more or less with 220 sft. Kutcha structure being divided and demarcated a portion of RS Dag No. 41 (formerly Dag No. 36), Mouza – Kalikapur, Parganas Khaspur RS-2, Touzi No. 345 and 12, J. L. No. 20, Khatian No. 226 (formerly No. 187), P. S. Kasba, together with right to use 12 sft. common passage situated on the eastern side of the said plot, unto and in favour of one M/s Leather Artdeco, a partnership firm, having its office at 74A, Amherst Row, Kolkata – 700 009.
- E. One Badal Mondal son of Lalit Mohan Mondal, by virtue of an Indenture dated 24.02.1997 duly registered at the office of DSR-III, South 24 Parganas and recorded in Book No. I, Volume No. 59, Pages 29 to 42, Being No. 1933 for the year 1997, sold, conveyed and transferred ALL THAT the piece and parcel of land measuring 13 chittaks 27 sft. more or less with 220 sft. Kutcha structure being divided and demarcated a portion of RS Dag No. 41 (formerly Dag No. 36), Mouza – Kalikapur, Parganas Khaspur RS-2, Touzi No. 345 and 12, J. L. No. 20, Khatian No. 226 (formerly No. 187), P. S. Kasba, together with right to use 12 sft. common passage situated on the eastern side of the said plot, unto and in favour of one M/s Leather Artdeco, a partnership firm, having its office at 74A, Amherst Row, Kolkata – 700 009.

In pursuance of the aforesaid purchase, the said M/s Leather Artdeco became the absolute owner in respect of ALL THAT the 13 Cottahs 5 Chittaks 27 Sft. more or less and assessed the said land parcel in the record of the Kolkata Municipal Corporation and the same being known as Municipal Premises 927, Kalikapur, P.S. Garfa, Kolkata -700 099, under Assessee No. 311060709158.

The partners of the said M/s Leather Artdeco subsequently converted the said partnership firm into a Private Limited Company vide Certificate of Incorporation No.21-90410 dated 11th October 1999 under the Indian Companies Act,1956



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namely Om Leather Art Deco Private Limited being the owner herein and in pursuance of such conversion the Assets and Liabilities of the said M/s Leather Artdeco vested into the said Om Leather Art Deco Private Limited. Accordingly, the said Om Leather Art Deco Private Limited became the owner of the aforesaid property.

THE THIRD SCHEDULE ABOVE REFERRED TO
(‘SPECIFICATIONS’ subject to change)

1	Bedrooms	Floor	Good quality Vitrified Tiles
		Walls & Ceiling	plaster of Paris (POP) / Wall Putty (Ready to Paint)
2	Kitchen	Walls	Glazed tiles up to 2'-0" above counter Balance POP/ Wall Putty (Ready to Paint)
		Floor	Anti-skid ceramic tiles (Orient / RAK)
		Counter	Granite
		Fitting / Fixtures	CP fittings of ESSCO, ESS, RAK or equivalent make , Stainless Steel Sink & Provision for Exhaust fan
		Ceiling	Wall Putty (Ready to Paint)/POP
3	Balcony	Floor	Anti-skid ceramic tiles
		Walls & Ceiling	pop/ Wall Putty (Ready to Paint)
4	Bathrooms	Walls	Combination of glazed ceramic tiles of Kajaria, Nitco, Asian, Johnson, Orient or equivalent make till 7 ft height, Wall Putty (Ready to Paint)
		Floor	Anti-skid ceramic tiles
		Fitting/ Fixtures	CP fittings of ESSCO, ESS – ESS, RAK, Jaguar or equivalent make, wash basin & WC, Provision for Exhaust fan
		Sanitary Ware / CP Fittings	Parryware / Hindware / RAK or equivalent brands sanitary ware and ESS-ESS / RAK or equivalent brands for CP fittings.
5	Doors & Windows	Entrance Doors	Flushed Door
		Internal Doors	Flush Door Painted



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		Windows	Powder coated Aluminium Finish
6	Electrical	Wires & Switches	Modular switches (Havells / Anchor / Philips or equivalent make) and copper wiring inside the flats.
		Power Backup	For common areas
		A/C points	AC Points in Living / Dining / Bed Rooms. AC water Outlets for all the bed rooms and living rooms
7	Security System	Intercom system	Between apartment to all service areas
		CCTV	CCTV for Entrance lobby at Ground floor, entry & exit of the complex & Community Hall & other amenities room
8	Lobby	Entrance Lobby	Exquisitely designed at ground floor
		Other Floors	Combination of one or more of Indian Marble / Granite / Vitrified Tiles, Stone-cladding / Acrylic Emulsion / wall covering
9	Lifts		OTIS / KONE / SCHINDLER/ Johnson



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

SIGNED, SEALED AND DELIVERED BY THE PARTIES OF THE FIRST PART at Kolkata in the presence of:

OM LEATHER ARTDECO PVT. LTD.

Shulcoor Sin
Director
(OWNER)

SIGNED, SEALED AND DELIVERED BY THE PARTY OF THE SECOND PART at Kolkata in the presence of:

For BHATTER PROJECTS PVT. LTD.

Siddhartha Bhatter
Director
(DEVELOPER)

1. *pdh.*
Alipha polin
u 20

2. *Vinod Singh*
23/24 Kaddage lane
1200 - 06

Prasad Singh
pdh
Alipha polin
u 20
web 13/10/01

↙
↘

OM LEATHER ARTDECO PVT LTD.

Director

OM LEATHER ARTDECO PVT LTD.

12/12/2022

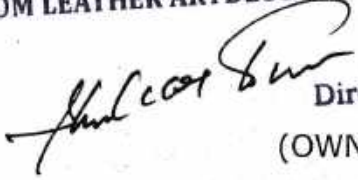


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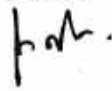
MEMO OF CONSIDERATION

Received with thanks from the Developer herein a sum of Rs.20,00,000/- (Rupees Twenty Lacs only) by Cheque No. 246535 dt. 13-12-22, drawn in Indusind Bank, Bhowanipore Branch towards part payment of Interest-Free Refundable Security Deposits in terms of this Development Agreement.

OM LEATHER ARTDECO PVT. LTD.


Director
(OWNER)

Witnesses:

1. 

2. NIKHIL SINGH

OM LEATHER ARTDECO PVT LTD.

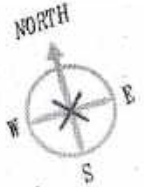
Director



SITE PLAN OF 927 KALIKAPUR ROAD, Kolkata-700099

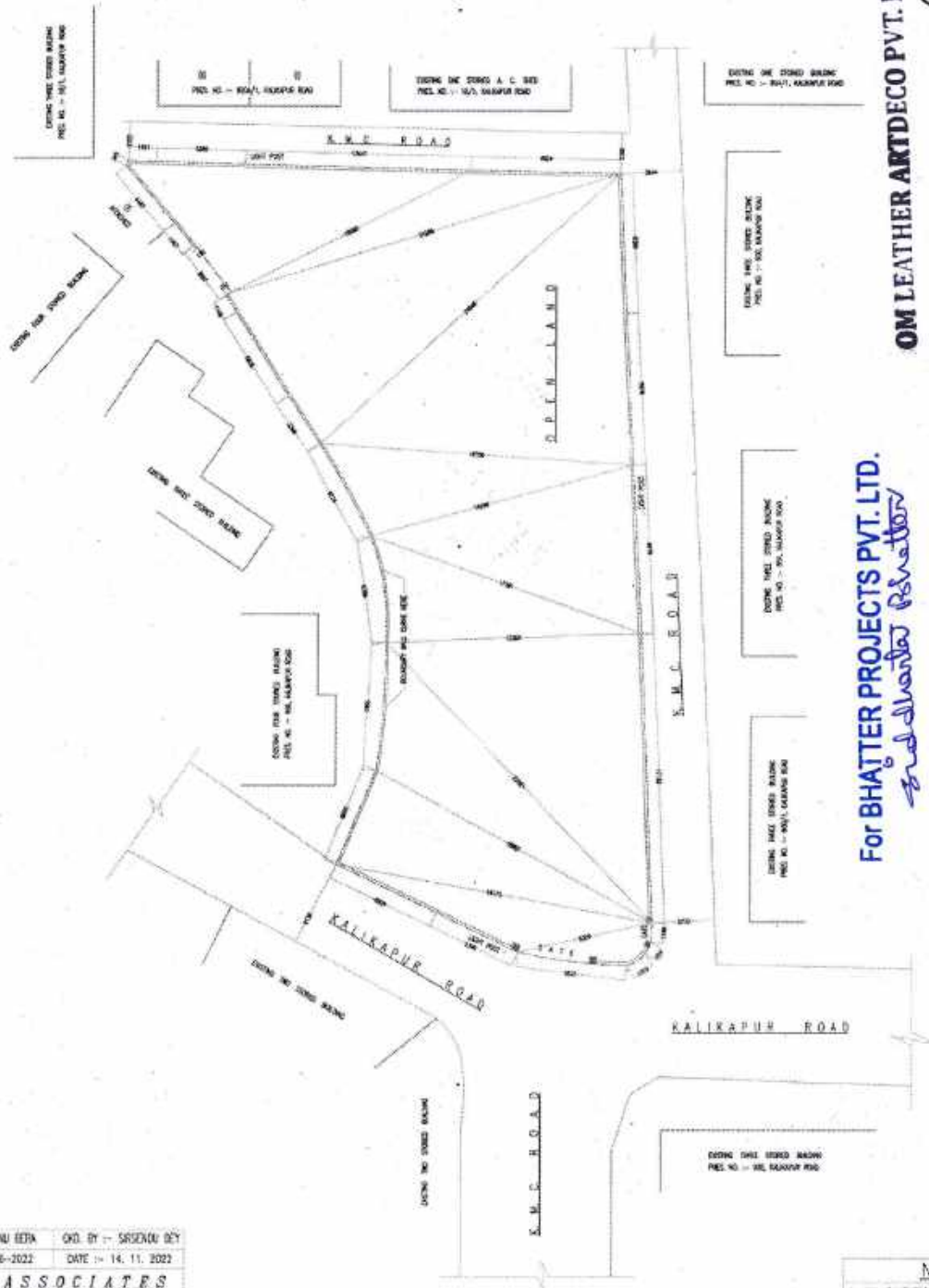
SITE PLAN OF
PRES. NO. :- 927, KALIKAPUR ROAD
KOLKATA :-700099

AREA OF LAND :- 867.450 sq.mt. = 12 ka. 15 ch. 22 sft.



OM LEATHER ARTDECO PVT. LTD.
Amul
Director

For BHATTER PROJECTS PVT. LTD.
Bhatter
Director



DRN. BY :- SUJANU DEEA CRD. BY :- SRISENDU DEY
DRG. NO. :- 426-2022 DATE :- 14. 11. 2022
DEY ASSOCIATES
78/2/1, THAKUR EMBEYSING LANE, HOWRAH-711004
PH. NO. :- 9831319863 & 9231941508
MAIL ID. :- deysrendu10@gmail.com

NOTE :-
1. ALL DIMENSIONS ARE IN MM.
2. PROPERTY LINES AS SHOWN BY THE PARTY ARE SHOWN THIS

Director












OW TO THE VEDICO B. LTD.

Director

OW TO THE VEDICO B. LTD.














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		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name..... SANKAR DATTA

Signature..... Sankar Datta

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name.....

Signature..... Siddhanta Bhattacharya

		Thumb	1st finger	middle finger	ring finger	small finger
<div style="text-align: center;">PHOTO</div>	left hand					
	right hand					

Name.....

Signature.....



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Major Information of the Deed

Deed No :	I-1603-04769/2023	Date of Registration	12/04/2023
Query No / Year	1603-2000861910/2023	Office where deed is registered	
Query Date	01/04/2023 8:08:48 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Bapi Das Alipore Police Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9836980696, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 20,00,000/-]	
Set Forth value		Market Value	
		Rs. 3,22,31,443/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,121/- (Article:48(g))		Rs. 20,053/- (Article:E, E, B)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kalikapur, Road Zone : (Kalikapur -- Kalikapur) , , Premises No: 927, , Ward No: 106 Pin Code : 700099

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	13 Katha 5 Chatak 27 Sq Ft		3,22,31,443/-	Width of Approach Road: 20 Ft.,
Grand Total :				22.0275Dec	0 /-	322,31,443 /-	



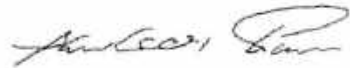



Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	OM LEATHER ART DECO PVT LTD S 22/1 AND 2, KASBA INDUSTRIAL ESTATE PHASE I, City:- , P.O:- EKCT, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 , PAN No.: AAxxxxxx2B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative




Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	BHATTER PROJECTS PRIVATE LIMITED MERLIN HOUSE, 1ST FLOOR, 79, SAMBHU NATH PANDIT STREET, City:- , P.O:- LALA LAJPAT RAI SARANI, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020, PAN No.:: AAxxxxxx8F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr SANKAR DAWN Son of Late MADAN MOHAN DAWN Date of Execution - 12/04/2023, , Admitted by: Self, Date of Admission: 12/04/2023, Place of Admission of Execution: Office	Photo  Apr 12 2023 1:54PM	Finger Print  LTI 12/04/2023	Signature  12/04/2023
CL 61, SALT LAKE CITY, SECTOR II, City:- , P.O:- BIDHANNAGAR, P.S:-Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700091, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ADxxxxxx2L, Aadhaar No: 68xxxxxxxx0874 Status : Representative, Representative of : OM LEATHER ART DECO PVT LTD (as DIRECTOR)				
2	Name Mr SIDDHARTA BHATTER (Presentant) Son of Mr SHEO PRAKASH BHATTER Date of Execution - 12/04/2023, , Admitted by: Self, Date of Admission: 12/04/2023, Place of Admission of Execution: Office	Photo  Apr 12 2023 1:54PM	Finger Print  LTI 12/04/2023	Signature  12/04/2023
2, BISHOP LEFROY ROAD, City:- , P.O:- LALA LAJPAT RAI SARANI, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AGxxxxxx0D, Aadhaar No: 69xxxxxxxx0918 Status : Representative, Representative of : BHATTER PROJECTS PRIVATE LIMITED (as DIRECTOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr BAPI DAS Son of Late SUNIL DAS ALIPORE POLICE COURT, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	 12/04/2023	 12/04/2023	 12/04/2023
Identifier Of Mr SANKAR DAWN, Mr SIDDHARTA BHATTER			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	OM LEATHER ART DECO PVT LTD	BHATTER PROJECTS PRIVATE LIMITED-22.0275 Dec

On 12-04-2023

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

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

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

Presented for registration at 13:25 hrs on 12-04-2023, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr SIDDHARTA BHATTER .,

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 3,22,31,443/-

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

Execution is admitted on 12-04-2023 by Mr SANKAR DAWN, DIRECTOR, OM LEATHER ART DECO PVT LTD (Private Limited Company), S 22/1 AND 2, KASBA INDUSTRIAL ESTATE PHASE I, City:- , P.O:- EKCT, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700107

Indetified by Mr BAPI DAS, , , Son of Late SUNIL DAS, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 12-04-2023 by Mr SIDDHARTA BHATTER, DIRECTOR, BHATTER PROJECTS PRIVATE LIMITED (Private Limited Company), MERLIN HOUSE, 1ST FLOOR, 79, SAMBHU NATH PANDIT STREET, City:- , P.O:- LALA LAJPAT RAI SARANI, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020

Indetified by Mr BAPI DAS, , , Son of Late SUNIL DAS, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 20,053.00/- (B = Rs 20,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 20,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/04/2023 12:09PM with Govt. Ref. No: 192023240010079398 on 08-04-2023, Amount Rs: 20,021/-, Bank: SBI EPay (SBlePay), Ref. No. 7200048684726 on 08-04-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 446, Amount: Rs.100.00/-, Date of Purchase: 04/04/2023, Vendor name: S B Das Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/04/2023 12:09PM with Govt. Ref. No: 192023240010079398 on 08-04-2023, Amount Rs: 75,021/-, Bank: SBI EPay (SBlePay), Ref. No. 7200048684726 on 08-04-2023, Head of Account 0030-02-103-003-02



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2023, Page from 143892 to 143935
being No 160304769 for the year 2023.



Dhar

Digitally signed by Debasish Dhar
Date: 2023.04.13 14:39:34 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2023/04/13 02:39:34 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)