

Handwritten mark

0043337/18

I

4676/18



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Z 515667

Handwritten notes: 14/06/18, 9/903331/18.

Small text: certified that the specimen is identical to the specimen for circulation...

Handwritten signature

20 JUN 2018

THIS AGREEMENT made this 14th day June Two Thousand and Eighteen BETWEEN MONARK DEALCOM PRIVATE LIMITED, (PAN - AAGCM9551R) a company within the meaning of Companies Act, 2013, having its registered office at Kamalaya Centre, Room No. G-50, 156A, Lenin

For MONARK DEALCOM PRIVATE LTD.

Handwritten signature of Director

Director

For MULTICON HOMES LLP

Handwritten signature of Partner / Authorised Signatory

Partner / Authorised Signatory

125279

PANKAJ SHROFF & CO.  
4, Government Place (North)

NO. 177  
ADD. ...  
Rs. ...  
28 FEB 2018  
SURANJAN MUKHERJEE  
Licensed Stamp Vendor  
28365

28 FEB 2018

28 FEB 2018



ASSOCIATION OF ...  
KOLKATA  
14 JUN 2018

Sarani, Police Station - Bowbazar, Post Office - Dharamtala, Kolkata - 700 013 represented by its Director Mr. Prabir Kumar Suhasaria son of late Ramlal Suhasaria (PAN - AKVPS1609N) working for gain at Kamalaya Centre, Room No. G-50, 156A, Lenin Sarani, Police Station - Bowbazar, Post Office - Dharamtala, Kolkata - 700 013 (hereinafter referred to as "the **Owner**", which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-office and/or interest) of the **ONE PART AND MULTICON HOMES LLP** (PAN - ABGFM5451N), a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at 3B, Camac Street, Police Station Shakespeare Sarani, Post Office Park Street, Kolkata-700016 represented by its Designated Partner Mr. Dileep Singh Mehta son of late Jai Singh Mehta (PAN - AFCPM0616D) working for gain at 3B, Camac Street, Police Station Shakespeare Sarani, Post Office Park Street, Kolkata-700016 (hereinafter referred to as "the **Developer**", which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-office and/or interest and/or assigns) of the **OTHER PART**:

**WHEREAS:**

- A. The Owner hereto is the full and absolute owner of **ALL THAT** piece and parcel of land containing an area of 14 Cottahs 07 Chittacks 08 Square feet more or less situate lying at and being municipal premises No. 125A, Motilal Nehru Road, Kolkata together with the building shed and structures thereat (fully described in the **First Schedule** hereunder written and hereinafter referred to as "the **said Premises**"). The facts about devolution of title to the said Premises in favour of the Owner are mentioned in the **Fourth Schedule** hereunder written.
- B. The Kolkata Municipal Corporation has sanctioned a plan for the construction of New Building at the said Premises vide Building Permit No. 2013080127 dated 19<sup>th</sup> February, 2014.
- C. The Owner, being desirous of causing the said Premises to be developed and commercially exploited, approached the Developer and upon mutual discussions and negotiations by and between the Parties, the Developer has agreed to develop the said Premises for mutual benefit and for the consideration and on the terms and conditions hereinafter contained.







*m*  
ADDITIONAL REGISTRAR  
OF ASSURANCES-1, KOLKATA  
14 JUN 2018

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

**1. DEFINITIONS AND INTERPRETATIONS:**

1.1 In these presents unless there be something contrary or repugnant to the subject or context:

- (a) **"said Premises"** shall mean **ALL THAT** piece and parcel of land containing an area of 14 Cottahs 07 Chittacks 08 Square feet more or less situate lying at and being municipal premises No.125A, Motilal Nehru Road, Kolkata - 700029, Police Station - Lake (formerly Tollygunge), District South 24 Parganas, fully described in the **FIRST SCHEDULE** hereunder written and delineated in the plan annexed hereto duly bordered thereon in '**Blue**' and wherever the context so permits or intends shall include the existing building shed and structures thereat.
- (b) **"Building Plan"** shall mean the plan sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 2013080127 dated 19<sup>th</sup> February, 2014 for the construction of New Building at the said Premises and include all modifications and/or alterations thereto.
- (c) **"New Building"** shall mean the building and other structures to be constructed by the Developer at the said Premises.
- (d) **"Building Complex"** shall mean and include the said Premises and the New Building with Common Areas and Installations.
- (e) **"Saleable Areas"** shall include units (being flats, apartments, shops, commercial spaces and other constructed spaces), covered parking spaces, open parking spaces, terraces attached to units, and other areas in the Building Complex capable of being transferred independently or as appurtenant to any unit and shall also include any area, signage right, or other right/privilege in the Building Complex capable of being commercially exploited or transferred for money.
- (f) **"Intending Buyers"** shall include the persons desirous of owning or acquiring the Saleable Areas from the Parties hereto.




- (g) **"Common Areas And Installations"** shall mean and include the areas, installations and facilities as be expressed or intended by the Developer for common use of the Owner, the Developer and the Intending Buyers in such manner and to such extent as the Developer may deem fit and proper, it being clarified that it shall be within the rights of the Developer to include or exclude any part of the Building Complex so as to form part of or not to form part of the Common Areas and Installations.
- (h) **"Common Purposes"** shall mean and include the purposes of managing, maintaining up-keeping and administration of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the Intending Buyers; collection and disbursement of the Common Expenses (defined below); regulating mutual rights, obligations and liabilities of the Intending Buyers; and dealing with the matters of common interest of the Intending Buyers.
- (i) **"Common Expenses"** shall mean and include all fees, costs, charges and expenses to be incurred for the Common Purposes.
- (j) **"Project"** shall mean (i) development of the said Premises into a Building Complex and making the same fit for habitation, (ii) sale and transfer of all the Saleable Areas in the Building Complex in favour of Intending Buyers and (iii) all acts deeds and things to be done or caused to be done in respect thereof as per the terms of this Agreement.
- (k) **"Realizations"** shall mean the sale proceeds, consideration, advances and other incomings received from the sale or otherwise transfer of the Saleable Areas or any part thereof or in any way relating to the Building Complex as mentioned in clause 8 hereunder, other than the Extras, Deposits and GST as mentioned in clause 9 hereunder.
- (l) **"Project Bank Account"** shall mean the bank account to be opened for all Realizations relating to the Project as also mentioned in Clause 8 hereunder.



- (m) **"Net Revenue"** shall mean the Realizations made from the Project after deducting there-from the brokerage payable to the brokers for sale of the Saleable Areas.
- (n) **"Owners' Share of Net Revenue"** shall mean 67% (sixty seven percent) of the Net Revenue.
- (o) **"Developer's Share of Net Revenue"** shall mean 33% (thirty three percent) of the Net Revenue.
- (p) **"Net Revenue Sharing Ratio"** shall mean the ratio of sharing of the Net Revenue between the Owner and the Developer being 67%:33% respectively.
- (q) **"Architects"** shall mean such person or persons as be appointed for the Project from time to time by the Developer for the Project.
- (r) **"Project Advocates"** unless changed by the parties, shall mean Messrs. Pankaj Shroff & Co., of 4, Government Place (North), Olisa House, 8<sup>th</sup> floor, Kolkata-700001.
- (s) The term or expression **'Party'** according to the context refers to the Owner or the Developer and the term or expression **'Parties'** refers to the Owner and the Developer jointly.

1.2 The paragraph heading and clause titles appearing in this agreement are for reference only and shall not affect the construction or interpretation of any terms hereof.

1.3 A singular word includes the plural, and vice versa.

1.4 A word which suggests one gender includes the other genders.

1.5 A Clause includes sub-clause/s, if any, thereof.

1.6 If a word has been defined, another part of speech of such word shall have the corresponding meaning.

## 2. **REPRESENTATIONS:**

2.1 The Owner has represented and assured the Developer, inter alia, as follows:

- (a) **that** the Owner is the absolute owner of the said Premises and is in khas, vacant, peaceful and exclusive possession thereof and has a marketable title thereto;




- (b) **that** the said Premises is bounded by boundary walls on all sides and has direct unhindered access from Motilal Nehru Road;
- (c) **that** the said Premises is free from all encumbrances, mortgages, charges, liens, lispendens, attachments, uses, debutters, trusts, leases, tenancies, occupancy rights, bargadar, vesting, acquisition, requisition, alignment, claims, demands and liabilities whatsoever or howsoever;
- (d) **that** no person other than the Owner has or can claim any right title interest or share in the said Premises or any part thereof;
- (e) **that** all facts about devolution of title to the said Premises in favour of the Owner as recited herein is absolutely true and correct;
- (f) **that** there is no impediment, obstruction, restriction or prohibition in the Owner entering upon and/or fulfilling the terms of this Agreement and/or in development and transfer of the said Premises and the Saleable Areas;
- (g) **that** save with the Developer, the Owner has not entered into any agreement for sale, transfer or development of the said Premises or any part thereof or received any consideration or executed any power of attorney in connection with the said Premises or any part thereof.

2.2 The Developer has represented to the Owner that the partners of Multicon Homes LLP have considerable experience in real estate development and have sufficient know-how to carry out the Project contemplated herein.

### 3. **AGREEMENT, CONSIDERATION AND APPOINTMENT:**

3.1 The Parties have entered into this Agreement relying on the aforesaid representations and believing the same to be true and correct and acting on faith thereof.

3.2 In the premises, the Owner doth hereby contribute and provide the said Premises, free from all encumbrances and liabilities, to the Developer and permit and grant the Developer the sole exclusive and irrevocable right and authority to develop the New Building at the said Premises in the manner mentioned hereunder and to market, commercially exploit and sell or otherwise transfer all the Saleable Areas thereat and do all acts deeds and things to be done or caused to be done in connection therewith, for mutual benefit and for consideration and on the terms and conditions hereinafter contained.







- 3.3 In consideration of the Owner contributing the said Premises as aforesaid, the Developer has agreed to develop the New Building on the said Premises at its own costs and expenses as per the Building Plan and Specifications as be agreed between the parties and to pay the interest free adjustable security deposits mentioned herein-below to the Owner and to comply with its other obligations herein contained.
- 3.4 All Realizations made by the Developer from sale of the Saleable Areas shall be deposited in the Project Bank Account as mentioned in clause 8 hereinbelow. The Net Revenue generated from the Project shall be shared between the Owner and the Developer in the Net Revenue Sharing Ratio of 67%:33% respectively subject to the provisions contained in clause 8.1 hereinbelow.
- 3.5 With effect from the date of execution hereof, the Developer shall have the sole and exclusive rights, authorities and entitlements (a) to the Project, (b) to the Developer's Share of Net Revenue, (c) to the entirety of the Extras and Deposits and other amounts as herein mentioned and (d) to all other properties benefits and rights as developer hereby granted and/or agreed to be granted to the Developer or to which the Developer is entitled hereunder AND the Owner shall be entitled (a) to the Owner's Share of Net Revenue and (b) to all other properties benefits and rights hereby agreed to be granted to the Owner or to which the Owner is entitled hereunder on and subject to the terms and conditions hereinafter contained.
- 3.6 In case any additional area beyond what has been sanctioned for the said Building Plan can be constructed at the said Premises or any part thereof, due to changes in any law, rules, regulations or bye-laws or otherwise, the Net Revenue realized from sale and transfer of such additional construction and all appertaining right title and interest therein and in the said Premises shall accrue to and belong to the Owner and the Developer in the same Net Revenue Sharing Ratio of 67%:33% respectively and such additional construction shall be developed on the same principles herein contained.

**4. SECURITY DEPOSIT AND TITLE DEEDS:**



- 4.1 The Developer has paid to the Owner a sum of Rs.1,50,00,000/- (Rupees one crore fifty lakh) only at or before the execution hereof (the receipt whereof the Owner doth hereby as also by the receipt and memo hereunder written admit and acknowledge) as interest free refundable security deposit.
- 4.2 The said interest free security deposit of Rs.1,50,00,000/- shall be refunded by the Owner to the Developer in the following manner:
- (a) Rs.1,20,00,000/- (Rupees one crore twenty lakh only) shall be ~~adjusted~~ <sup>refunded</sup> and paid directly to the Developer out of the Owner's Share of Net Revenue realized from every sale and transfer of the Saleable Areas of the Project at a fixed rate of 20% of the Owner's Share of Net Revenue as mentioned in clause 8.1 hereinbelow;
- (b) the balance interest free security deposit of Rs.30,00,000/- (Rupees thirty lakh only) shall be refunded by the Owner to the Developer within 30 days of the Architect issuing its completion certificate in respect of the New Building to be developed by the Developer at the said Premises.
- 4.3 It is recorded that simultaneously with the execution hereof, the Owner has granted exclusive right to the Developer for development of the said Premises and the Developer shall be entitled to hold the same as exclusive licensee for the purpose of development thereof.
- 4.4 Upon execution of these presents, the Owner shall keep the original title deeds in respect of the said Premises in the custody of Mr. N.N. Chakraborty, Advocate of 84/1, Beltala Road, Kolkata-700026, being the Escrow Lawyer of both the parties until completion of sale and/or transfer of the Saleable Areas in respect of the aforesaid Project. The Developer, however, shall be entitled to have inspection and/or production of such original Title Deeds before the respective authority or authorities, bank or Intending Buyers for their perusal and inspection and in such case the Owner agrees to extend necessary cooperation to the Developer in this regard.
- 4.5 Upon completion of construction of the Building Complex and transfer of all Transferable Areas in entirety and formation of the Association of co-owners thereof, the original title deeds of the said Premises shall be delivered by the Escrow Lawyer to the Association.





5. **OBLIGATIONS OF THE OWNER:**

- 5.1 **Ensure Continuing Marketability:** The Owner shall ensure that it will keep its title to the said Premises free from all encumbrances and liabilities whatsoever till completion of the Project.
- 5.2 **Encumbrance or Liability Found:** Notwithstanding the aforesaid, in case any encumbrance, defect or deficiency in title is found to be affecting the said Premises or any part thereof or any person claims title to the said Premises or any part thereof, the Owner shall remove and cure the same at its own costs and expenses promptly and within 30 days of receiving a notice from the Developer and shall keep the Developer and the Intending Buyers saved harmless and indemnified from any losses, damages, costs, claims, demands, actions and proceedings in this regard.


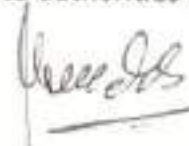
6. **CONSTRUCTION AND DEVELOPMENT OF THE BUILDING COMPLEX BY THE DEVELOPER:**

- 6.1 **Survey & Soil Testing:** The Developer shall at its own costs and expense carry out necessary survey and soil testing and other preparatory works in respect of the development of the said Premises.
- 6.2 **Modification of Building Plan:** The Developer shall be entitled to cause to make such modifications, additions or alterations to the sanctioned Building Plan as may be required in terms of the market trend and all costs, charges and expenses that may be required for the same shall be borne and paid by the Developer. The Owner shall render all assistance and co-operation to the Developer and sign execute and submit and deliver sanctioned Building Plan, specifications, undertakings, declarations, papers, documents, permissions, clearances, certificates, etc., as may be required by the Developer.
- (a) One set of the finally modified and/or altered sanctioned Building Plan shall be handed over by the Developer to the Owner upon sanction thereof. The Owner shall be entitled to inspect the original of the same at any time.





- 6.3 **Demolition of Existing Structures:** The Developer shall be entitled to demolish or cause to be demolished the existing building and/or structures standing respectively thereon.
- 6.4 **Approvals for Development:** The Developer shall, at its own costs and expenses, apply for and obtain all other permissions, clearances, no objection certificates and other approvals in the name of the Owner, as may be required for carrying out development of the Building Complex.
- 6.5 **Construction:** The Developer shall, at its own costs and expenses, construct and build the Building Complex (including the Common Areas and Installations) as per the Specifications mutually agreed between the Parties and mentioned in the **Second Schedule** hereunder written and upon due compliance of the Building Plan and laws affecting the same as it may be advised by its Architects or directed by the Kolkata Municipal Corporation or other authorities. In the Building Complex, the Developer shall provide all necessary Common Areas and Installations.
- (a) The Developer shall be in the control, management and supervision of all construction and development activities at the said Premises from the date hereof.
- (b) At all times during the construction of the Building Complex, the Owner and/or its authorized agents will be at liberty to view the progress thereof.
- 6.6 **Construction Team:** The Architects and the entire team of people required for planning and construction of the Building Complex shall be such persons as may be selected by the Developer. All persons employed by the Developer for the purpose of construction such as architects, contractors, labourers, care-takers, etc., shall be the persons under appointment from and/or employees of the Developer and the Owner shall not in any way be liable or responsible for their salaries, wages, remuneration etc., or their acts in any manner whatsoever and shall have no responsibility towards them or any of them and all the responsibilities in that behalf shall be of the Developer.
- 6.7 **Utilities required for construction and use of the Building Complex:** The Developer shall be entitled to apply for and obtain temporary and/or permanent connections of water, electricity, drainage, sewerage and/or other utilities inputs and facilities from the appropriate authorities required

for development of the Building Complex, at its own cost. Without affecting its entitlement as aforesaid, the Developer shall be entitled to use the existing connections of water, electricity, drainage, sewerage and/or other utilities inputs and facilities at the said Premises and costs for user of such existing utilities and facilities shall be a part of cost of development of the Building Complex and be paid by the Developer.

- 6.8 **General Authority:** The Developer shall be authorized and empowered in the name of the Owner to apply for and obtain all permissions, approvals and clearances from any authority whether local, state or central for the construction of the Building Complex and also to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the appropriate authorities from time to time for making constructions, reconstructions, modifications, additions and/or alterations in or for the Building Complex or any portion thereof and/or for obtaining any utilities and permissions and/or doing all acts deeds and things in compliance of the Building Plan and laws affecting the same as they may be advised by their Architects or directed by the Kolkata Municipal Corporation or other authorities.
- 6.9 **Time for Completion of Construction:** Subject to force majeure, the Developer shall construct the New Building within 30 (thirty) months from the date of execution hereof subject to delivery of vacant peaceful possession of the said Premises to the Developer to commence construction thereon and in case the Developer fails to complete the construction of the New Building within the aforesaid stipulated time, in such case the said period shall be extended for a further period of 06 (six) months and in case the Developer still fails to complete the construction of the New Building within the said extended period in such case the Developer shall be liable to pay to the Owner interest @15% per annum on the amount pertaining to Owner's Share of Net Revenue out of the unrealized amounts from Intending Buyers of Units already agreed to be sold by that time in the Building Complex.
- (a) **"Force Majeure"** shall mean delays or obstruction or interference whatsoever in completion of the Building Complex at the said Premises, or in compliance of any obligation of the Developer hereunder or arising out herefrom, due to fire, earthquake, storm, lightning, flood, riots, civil commotion and disturbances, insurgency, enemy action or war or such other unforeseen natural




calamities or Act of God; or non-availability of essential building materials or labour; or due to any injunctions/orders of any government, municipality and other authorities restraining the construction of the New Building at the said Premises or any part thereof; or any activity beyond the control of the Developer.

**7. MARKETING AND TRANSFER OF SALEABLE AREAS:**

- 7.1 **Marketing:** The Owner agrees and doth hereby appoint the Developer to be exclusively entitled to do the marketing of the entire Saleable Areas in the Building Complex, i.e. to say (i) advertise, publicize, put hoardings, print pamphlets/brochures, etc. for the Project, (ii) appoint consultants, marketing agents, brokers, selling agents for the Project and (iii) otherwise do all acts deeds and things required for the marketing of the Saleable Areas in the Building Complex to sell and transfer the same to Intending Buyers. The base selling price at all stages of construction shall be determined by the Developer keeping in view the market practice and market prices in the vicinity and the Developer shall inform and get concurrence of the Owner in respect thereof and the Owner shall also join with the Developer in the Agreements for Sale to be entered with the Intending Buyers.
- 7.2 **Transfer:** Both the Owner and the Developer shall be parties to all contracts, agreements, deeds of sale/transfer and documents pertaining to sale and transfer of the Saleable Areas of the Building Complex in favour of the Intending Buyers (including the 67% share of the Owner therein). In this regard, it has been mutually agreed between the Parties that, the Owner shall execute and register necessary power of attorney in favour of the nominees of the Developer to execute and register such documents of transfer in favour of the Intending Buyers on behalf of the Owner. The cost of stamp duty and registration fees on such documents of transfer shall be borne and paid by the respective Intending Buyers.
- (a) For sale and transfer of such Saleable Areas to the Intending Buyers, the Owner agrees to grant sell convey and transfer proportionate undivided share in the land of the said Premises to such Intending Buyers, and both the Owner and the Developer agree to grant sell and transfer their respective share right title and interest in the Saleable Areas to such Intending Buyers.
- 7.3 The sale of the Saleable Areas (including the land comprised in the said Premises or any share thereof as being property appurtenant to any

*Prabir Subasai*

*[Signature]*

completion of sale or transfer of the Saleable Areas or any part thereof or in any way relating to the Building Complex, other than the Extras, Deposits and GST mentioned in clause 9 hereunder, shall be deposited in the Project Bank Account with clear instructions to the banker for payment of 67% of such Realizations to the Owner's separate account to be opened in the selfsame bank SUBJECT TO <sup>refund</sup> adjustment of the ~~adjustable~~ security deposit of Rs.1.20 crore as mentioned in clause 8.1 above and the balance 33% to the Developer's separate account to be opened in the selfsame bank.

- 8.3 The Owner, however, shall be liable to pay 2% (two percent) of such 67% of Realizations within 07 days to the Developer on account of the brokerage charges and in case the Owner fails to comply with the same in such case the Owner will be liable to pay interest on the said sum @15% per annum for a period of one month and in case the Owner fails to pay such brokerage even within the said stipulated time in such case the equivalent amount along with interest shall be deducted from the next deposit of Owner's share of Net Revenue in the said Project Bank Account.
- 8.4 The cheques/pay orders and other negotiable instruments in respect of the said Realizations shall be received in the name of the Project Bank Account and shall be deemed to have been received by the Parties in the Net Revenue Sharing Ratio and be absolutely binding on the Parties hereto. All receipts issued by the Developer, for self and on behalf of the Owner, shall be binding on the Owner and shall be a valid discharge to the persons making such payment.
- 8.5 In case of cancellation of any booking or agreement for sale in respect of any Saleable Area, both the Owner and the Developer shall be liable to refund the advances/part payments until then received by them from such Intending Buyer in their Net Revenue Sharing Ratio.
- 8.6 It has been agreed between the parties that both the Owner and the Developer shall periodically be entitled to cross-check and/or verify the statements of the said Project Bank Account and they shall exchange the statements thereof amongst themselves to make the accounting transparent and for which the said bank shall be instructed to furnish the statements of the said Project Bank Account to the Owner.

*Quharo*

*Quharo*

- 8.7 The accounting in respect of the Project shall be done quarterly by the Developer. The Owner shall be entitled to inspect the books of accounts at any time and to take such extracts and abstracts therefrom as may be required.
- (a) The accounting year of the Project shall be from 1<sup>st</sup> April to 31<sup>st</sup> March and all books of accounts and records shall be kept at the registered office of the Developer.
- 8.8 The final accounting in respect of the Project shall be completed within 03 (three) months of completion of the Building Complex and sale of all the Saleable Areas thereat or earlier if the parties mutually agree and all amounts and balances lying in the Project Bank Account shall be appropriated in the manner envisaged in clause 8.1 above. In case any surplus amount is found after meeting all the expenses of the Project, the same shall be appropriated between the Owner and the Developer in the Net Revenue Sharing Ratio. However, if any deficit arises, the same shall be made by the Owner and the Developer in the selfsame ratio.
- 8.9 Notwithstanding anything to the contrary contained herein, it is expressly agreed between the Parties that if any amount is required to be kept in escrow under the West Bengal Housing Industry Regulation Act 2017 ("HIRA") or the Real Estate (Regulation And Development) Act, 2016 or any other law applicable to the Project, the same shall be kept in escrow out of the Realizations in the Net Revenue Sharing Ratio by both the Owner and the Developer and only the surplus amount, if any remaining, shall be appropriated between the Owner and the Developer in the manner mentioned in clause 8.1 above.

**9. EXTRAS, DEPOSITS AND GST:**

- 9.1 **Extras:** In addition to the consideration, the Developer shall be entitled to charge from the Intending Buyers of the Saleable Areas in the Building Complex certain expenses concerning the Project mentioned under the heading 'Extras' in the **THIRD SCHEDULE** hereunder written.
- 9.2 **Deposits:** The Developer shall also be entitled to take deposits on certain heads to secure the obligations and liabilities of the Intending Buyers (including from the Owner to the extent of its portion or share in the







Building Complex), mentioned under the heading "Deposits" in the **THIRD SCHEDULE** hereunder written.

- 9.3 **GST:** The Goods and Services Tax ('GST') charged from the Intending Buyers shall be transferred in a separate bank account to be operated by the Developer to meet the payments on account of GST. In case any other tax, levy or imposition by any name called is introduced or becomes chargeable from the Intending Buyers in addition to GST then the same shall also be transferred to such separate account. The Developer shall make timely payment of GST and other taxes collected from the Intending Buyers to the concerned authority.
- 9.4 Notwithstanding anything to the contrary contained herein, it is expressly agreed that any amount received from the Intending Buyers on account of Extras, Deposits, GST and the like amounts, shall be appropriated by the Developer to its own account in its entirety and the Developer shall be free to appropriate the same separately and not keep such amounts in the Project Bank Account.

**10. UNSOLD AREAS:**

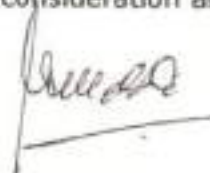
- 10.1 All Saleable Areas in respect of which no agreement for sale and/or transfer and/or bookings are made prior to completion of construction of the New Building at the said Premises (herein referred to as "**Unsold Areas**") shall, after completion of the Building Complex be identified and allocated by the Parties amongst themselves, with 67% of the Unsold Areas together with the proportionate undivided share in the land of the said Premises and the Common Areas and Installations attributable thereto being allocated to the Owner (hereinafter referred to as "**the Owner's Areas**") and 33% of the Unsold Areas together with the proportionate undivided share in the land of the said Premises and the Common Areas and Installations attributable thereto being allocated to the Developer (hereinafter referred to as "**the Developer's Areas**"). Such separate allocation shall be done on pari passu basis (having regard to location, nature of use, stage of construction, etc.) and in a manner that, as far as possible, there is no extra advantage arising therefrom to either the Owner or the Developer.
- 10.2 As between the Owner and the Developer, all the extras and deposits mentioned in clauses 9.1 and 9.2 above in respect of all Unsold Areas in





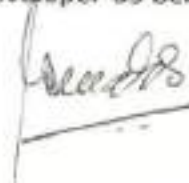
the Building Complex shall be the joint liability of the Owner and the Developer in the Net Revenue Sharing Ratio and the Owner shall pay its 67% share thereof within 30 days of the Developer completing construction of the New Building at the said Premises and the Developer raising its demand in respect thereof upon the Owner.

- 10.3 Further, both the Owner and the Developer shall bear and pay the maintenance charges and other outgoings in respect of such Unsold Areas in the Net Revenue Sharing Ratio.
- 10.4 In case of separate identification and allocation of the Unsold Areas in terms of clause 10.1 hereinabove, the Parties have agreed that:
- (a) All contracts executed by the Parties hereto with Intending Buyers in respect of any Saleable Area prior to such separate allocation, shall be fulfilled, complied with and given effect to in the abovementioned manner agreed in this Agreement and no separate allocation shall be made in respect of such Saleable Areas.
  - (b) The Owner's Areas shall absolutely belong to the Owner and the Developer's Areas shall absolutely belong to the Developer **Provided That** if any part of the interest-free security deposit is not adjusted and any part of the Joint Expenses are not paid, the Owner shall forthwith repay the same or adjust the same out of the Owner's Areas as would be equivalent to the unadjusted security deposit amount in respect of the Owner's Areas, if calculated at the then prevailing market rate.
  - (c) All agreements and stipulations of this Agreement with regard to the marketing and sale of the Saleable Areas by the Developer, deposit of the Realizations in Project Bank Account and appropriation of the Realizations shall insofar as the Unsold Areas are concerned will not be applicable.
  - (d) The Owner shall be entitled to sell and transfer the Owner's Areas, independently to Intending Buyers at such consideration and on such terms and conditions as it may deem fit and proper without any obstruction or consent of the Developer and similarly the Developer shall be entitled to sell and transfer the Developer's Areas independently to Intending Buyers at such consideration and



on such terms and conditions as it may deem fit and proper without any obstruction or consent of the Owner **Provided that** all agreements, sale deeds and other documents of transfer relating to such separately identified Unsold Areas of the Owner and the Developer shall be caused to be prepared by the Owner and the Developer through the Project Advocates and both the Owner and the Developer shall incorporate and ensure fulfillment and compliance of all restrictions obligations conditions and covenants contained herein and as be adopted by the Developer for the user and maintenance of the Building Complex and for the Common Purposes.

- (e) The Owner shall at the cost of the Developer, join in the agreements, sale deeds and other documents of transfer that may be executed by the Developer relating to the Developer's Areas for conveying or agreeing to convey the proportionate undivided share in the land comprised in the said Premises relating and attributable to the Developer's Areas. Although not required, the Developer shall if so requested by and at the costs of the Owner, join in as confirming party to all agreements, sale deeds and other documents of transfer relating to the Owner's Areas.
- (i) Simultaneously with the identification and separate allocation of Unsold Areas, the Owner shall execute and/or register one or more power of attorney in favour of the Developer and/or its nominee for or relating to sale and/or transfer of the Developer's Areas or any property benefit or right appurtenant thereto and other similar purposes as may be required by the Developer and similarly the Developer shall execute and/or register one or more power of attorney in favour of the Owner and/or its nominee for or relating to sale and/or transfer of the Owner's Areas or any property benefit or right appurtenant thereto and other similar purposes as may be required by the Owner.
- (f) All other properties, rights, authorities and benefits of the Developer in respect of the Building Complex, including exclusive control for development of the Project and management of the Building Complex shall continue to be with the Developer as before.



- 10.5 The detailed terms and conditions of such separate allocation shall be documented in a separate document that may be entered into by the Parties at the material time.

**11. POWERS OF ATTORNEY:**

- 11.1 The Owner shall simultaneously with the execution hereof execute and/or register one or more Powers of Attorney in favour of the Developer namely **MULTICON HOMES LLP** having its registered office at 3B, Camac Street, Police Station Shakespeare Sarani, Post Office Park Street, Kolkata-700016 presently represented by its Designated Partner Mr. Dileep Singh Mehta, son of Late Jai Singh Mehta granting all necessary powers and authorities to implement and effectuate this agreement and any other agreements entered between the Parties in connection with the Building Complex or the said Premises including for the development of the Building Complex and commercial exploitation of the Saleable Areas, modification and/or alteration of the sanctioned Building Plan, construction of the Building Complex, sale and transfer of proportionate share in the land comprised in the said Premises and the Owner's share right title and interest of and in the Saleable Areas, etc.

**12. COMMON PURPOSES:**

- 12.1 As a matter of necessity the Owner and the Developer and all Intending Buyers deriving right title or interest from them shall in occupying, using and enjoying their respective areas would be bound and obliged to observe fulfill and perform the rules regulations obligations covenants and restrictions from time to time put in force by the Developer for the quiet and peaceful use enjoyment and management of the Building Complex and in particular the Common Areas and Installation and to pay, regularly and punctually, municipal and other rates and taxes, water tax, electricity charges (including minimum guarantee charges, if any), and all other taxes, impositions, levies, fees, cess, betterment fees or development charges, statutory liabilities under any statute rules and regulations and other outgoings whether existing or as may be imposed or levied or enhanced at any time in future on or in respect of their respective areas in the Building Complex and also to pay proportionate share of the common expenses and monthly maintenance charges, generator operation charges etc., at such rate as be determined by the Developer for the Building Complex.

✓ Subhasis  
Prabir Kumar Subhasis



- 12.2 The Developer shall form an Association of the persons who have purchased Units in the Building Complex for the management and maintenance of the Building Complex and rendition of common services in common to all the Owners and occupiers thereof and dealing with matters of common interest and until such time as such Association is formed, the Developer or its nominee shall look after such activities.

**13. OWNER'S COVENANTS:**

- 13.1 The Owner doth hereby agree and covenant with the Developer to render all assistance and co-operation to the Developer for all or any of the purposes contained in this agreement and not to cause any interference or hindrance in the construction of the Building Complex at the said Premises by the Developer and/or sale of the Saleable Areas and not to do any act deed or thing whereby any right of the Developer hereunder may be affected or the Developer is prevented from making or proceeding with the Project.
- 13.2 Each and every representation made by the Owner hereinabove are all true and correct and the Owner agree and covenant to perform each and every obligation and the failure in such performance shall amount to breach and default of the terms and conditions of this agreement by the Owner.
- 13.3 The Owner doth hereby further agree and covenant with the Developer not to let out, grant lease/license, mortgage, charge, sell, transfer, alienate or otherwise encumber or part with possession of or create any interest of a third party into or upon the said Premises or any part or portion thereof or any construction thereon as from the date hereof save only in accordance with the terms and conditions hereof.

**14. DEFAULTS:**

- 14.1 In case the Owner fails and/or neglects to comply with its obligations contained under clauses 5.1 and/or 5.2 above within the periods stipulated therein, then the Developer shall be entitled to itself try and attempt to carry out the obligation under default at the cost of the Owner. All costs so incurred by the Developer on behalf of the Owner for complying with the obligations of the Owner contained under clauses 5.1 and/or 5.2 above shall be forthwith reimbursed by the Owner to the Developer with interest @15% per annum failing which the Developer shall, at its sole discretion, be entitled to adjust such costs and expenses with interest out of the

*Dehasad*

*[Signature]*

Owner's Share of Net Revenue from the Project or the adjustable security deposit remaining unpaid to the Owner.

- 14.2 Nothing contained hereinabove shall affect the right of either party to sue the other for specific performance of this contract and/or damages.

**15. INDEMNITY:**

- 15.1 Both the parties shall indemnify and keep the other party fully saved harmless and indemnified from and against all or any possible loss damage cost claim demand action prosecution penalty or proceeding that they or any of them may suffer or incur owing to any default or negligence of the other in carrying out their respective obligations in terms of this Agreement.

**16. MISCELLANEOUS:**

- 16.1 All municipal rates taxes and other outgoings payable in respect of the said Premises up to the date of execution hereof shall be paid borne and discharged by the Owner. All such taxes and outgoings accruing in respect of the said Premises from the date of execution hereof till the date of the Intending Buyers of the Saleable Areas becoming liable for payment of the same shall be borne and paid by the Owner and the Developer in the Net Revenue Sharing Ratio. Further, with effect from the date of completion certificate being issued in respect of the Building Complex, the Parties shall respectively bear all such municipal rates taxes and other outgoings in respect of their share in the Unsold Areas or their allocated separate areas, as the case may be, independently.
- 16.2 The Intending Buyers shall be entitled to take housing loans from any Banks or Financial Institutions for the purpose of payment of the price/consideration, extras and deposits and/or stamp duty, registration fees etc. payable by them in respect of their respective Saleable Areas.
- 16.3 The Owner doth hereby agree and permit the Developer to obtain finance, if any, as may be required by the Developer in respect of development of the said Premises from Banks and/or the Financial Institutions by mortgaging and charging upto 33% of the Saleable Areas only. It is expressly clarified that 67% of the Saleable Areas shall not be mortgaged or charged in any manner and the Owner shall not be nor be made liable for repayment of the loans or any consequence of default in such repayment. In case owing to any loans or finances obtained by the




Developer, the Owner suffer any losses or damages due to any non repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of such loan or liability whatsoever, the Developer shall indemnify and keep the Owner saved harmless and indemnified in respect thereof.

- 16.4 The area of all the Units in the Building Complex, shall be such as be determined by the Architects.
- 16.5 Each party represents and warrants that it has the full right and authority to enter into this Agreement. Each party represents and warrants that it has and covenants that it shall continue to have full right and authority to perform its obligations hereunder. The signatories of each party represent and warrant that they have full right and authority to execute this Agreement on behalf of each such party.
- 16.6 If any of the provisions of this Agreement is held or found to be unenforceable, illegal or void, all other provisions will nevertheless continue to remain in full force and effect. The parties shall nevertheless be bound to negotiate and settle a further provision to this Agreement in place of the provision which is held or found to be unenforceable, illegal or void, to give effect to the original intention of the parties and which would be enforceable, legal and valid.
- 16.7 The failure of either party to insist upon a strict performance of any of the terms or provisions of the Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.
- 16.8 This instrument constitutes the entire agreement between the parties as to the said Premises and/or the subject matter hereof and supersedes all previous writings, if any, with respect thereto.
- 16.9 No modification or amendment to this Agreement shall be valid or binding unless made in writing and duly executed by the Parties.



- 16.10 This Agreement has been executed in two counterparts, each of which shall be deemed to be an original and both counterparts shall together constitute one and the same instrument.
17. **NOTICE:** Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by registered post/speed post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.
18. **ADJUDICATION OF DISPUTES:** In the event of any disputes or differences between the Parties hereto concerning or arising out of this Agreement, the Parties shall try to resolve the same amicably through mutual discussions, negotiations, mediation by common friends, failing which the Parties shall refer the disputes for arbitration. In the case of Arbitration, the Parties shall first mutually try to appoint one sole arbitrator, failing which one Arbitrator each will be nominated by each Party, and the two nominated arbitrators shall appoint a Referee. Any process of arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, as amended from time to time. The decision of the Arbitral Tribunal, as the case may be, will be final and binding on both Parties. The arbitration shall be held at Kolkata and in English language.
19. **JURISDICTION:** Only the Hon'ble High Court at Calcutta and the Courts within the District of South 24 Parganas having territorial jurisdiction over the said Premises shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO:**  
(said Premises)

**ALL THAT** piece or parcel of land containing an area of 14 Cottahs 07 Chittacks 08 Square feet more or less situate lying at and being Premises No.125A, Motilal Nehru Road, Kolkata, Pin code - 700029, under Police Station Lake (formerly Tollygunge), within Ward No.85 of the Kolkata Municipal Corporation in the District of South 24 Parganas and delineated in the plan annexed hereto duly bordered thereon in "Blue" and butted and bounded as follows:-







- On the **North** : By land of Sukdev Singh;  
 On the **South** : By Motilal Nehru Road;  
 On the **East** : By 40' wide Road;  
 On the **West** : By Premises No. 122/10, Motilal Nehru Road.

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished.

**Be It Mentioned That** the total built up area of the building shed and structures at the said Premises is 200 Square feet more or less.

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO :**  
**(SPECIFICATIONS)**

**Internal Specification:**

Wall Finish	Interior - Brickwork with POP/Putty
Flooring	Bedrooms - Vitrified Tiles
	Living / Dining - Vitrified Tiles
	Verandah - Vitrified Tiles
	Party Hall- Vitrified Tiles
Kitchen	Granite Platform with Champhered / Honed Edges
	Anti Skid Tiles on Floor
	Stainless Steel Sink
	Ceramic Tiles on Wall upto 2 feet above the Platform / Counter
	Power point for Refrigerator, Water Purifier, Exhaust fan.
Toilet	Anti Skid Tiles on Floor
	Ceramic Tiles on Wall upto Door Height
	Sanitaryware with Modern Design Wall Hanging Commode

*Suhani*

*Arundha*

	CP Fittings of Single Lever Technology
	Power point for Geyser, Exhaust Fan.
	Plumbing provision for Hot & Cold Water
Door & Window	Main Door - High Quality Commercial Flush Door with Decorative Handle
	Main Door Fittings - Night Latch, Eyepiece
	Internal Doors - Commercial Flush Doors
	Internal Door Fittings - Handles, Door Stopper etc
	Windows - UPVC/Aluminium Sliding / Openable Windows with Glass Panes
Electricals	AC Point in Living / Dining & All Bedrooms
	Pre-fitted Ledge for AC Outdoor fitting
	Cable TV, Telephone Points in Living / Dining & All Bedrooms
	Necessary 15 Amps & 5 Amps Electrical Power Points
	Wiring with Central MCB / RCB
	Door Bell Point at the Main Door
	Modular Switches

**Common Area Specification:**

Staircase & Floor Lobby	Kota / Tiles in Staircase
	Vitrified Tiles in Lobby
	M.S. Railing with Handrail
Elevator	2 Nos. of Passenger Elevator of Kone / ThyssenKrupp / Equivalent

*S. Sharma*

*Arvind*

Electricals	Intercom System
	CCTV
	Fire Alarm

**THE THIRD SCHEDULE HEREINABOVE REFERRED TO :**  
**(EXTRAS AND DEPOSITS)**

**EXTRAS shall include:**

- (a) the full costs charges and expenses for making by the Developer any additions or alterations and/or for providing at the request of the Intending Buyer any additional facility and/or utility in or relating to the any Unit or Saleable Areas in excess of the standard specifications agreed to be provided for the Project;
- (b) all costs charges and expenses for providing any facility or utility or for any installation or amenity, common or otherwise, in addition or up-gradation to those planned to be provided by the Developer.
- (c) fees, costs, charges and expenses (including service charges and like) for obtaining electricity connection and electricity line in or for the said Premises (including HT or LT supply, Transformer, Switch gear, cable trench, Sub Station and the like) payable to electricity service provider for electric meter;
- (d) Security deposit and all additional amounts or increases thereof payable to the CESC Limited or other electricity service provider for electricity connection at the Building Complex.
- (e) fees, costs, charges and expenses for installing one or more generators and like other power backup apparatus and all their accessories for the building complex;
- (f) Cost of formation of service maintenance company/society/association;
- (g) GST and like taxes on the aforesaid Extras;
- (h) Such other amounts as the Developer may charge as extra.

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

- (a) Deposit on account of maintenance charges, common expenses, municipal rates and taxes, etc.;
- (b) Deposit on account of Sinking Fund;
- (c) Such other amounts as the Developer may take as deposit.




(**Note:** The unadjusted Deposit Amounts only shall be transferred to the Association to be formed for the Common Purposes)

**THE FOURTH SCHEDULE HEREINABOVE REFERRED TO:**  
**(DEVOLUTION OF TITLE TO THE SAID PREMISES)**

- A. By a Deed of Sale dated 12th April 1949 made between Ballygunge Real Property and Building Society Limited as vendor therein and Harrindar Kaur wife of Sardar Karnail Singh as purchaser therein and registered with the Joint Sub-Registrar, Alipore in Book I, Volume No. 13, Page 277 to 288, Being No.1898 for the year 1949, the said Ballygunge Real Property and Building Society Limited for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the said Harrindar Kaur, Plot Nos. 'A' and 'B' of 2/2/B Hazra Lane Land Scheme, being **All That** piece and parcel of land containing an area of 14 Cottahs 07 Chittacks 08 Square Feet more or less situate lying at and being demarcated portion of premises No. 2/2/B Hazra Lane, Police Station Tollygunge (now Lake), Kolkata - 700029, absolutely and forever.
- B. The aforesaid demarcated portion of premises No.2/2/B, Hazra Lane containing an area of 14 Cottahs 07 Chittacks 08 Square feet more or less was separately assessed and numbered by Calcutta Municipal Corporation (now Kolkata Municipal Corporation) as premises No. 125A, Motilal Nehru Road, Kolkata (fully described in the **First Schedule** hereunder written and hereinafter referred to as "the **said Premises**") vide Assessee No. 11-085-1601-63-6 and name of the said Harrindar Kaur was mutated in the records of the Kolkata Municipal Corporation as owner thereof.
- C. The said Harrindar Kaur divided the said Premises into two different plots being Plot A containing an area of 07 Cottahs 04 Chittacks more or less and Plot B containing an area of 07 Cottahs 03 Chittacks 08 Square feet more or less and thereafter caused to be constructed several structures at the said two plots and let out the same to different monthly tenants (hereinafter referred to as the "**said tenants**").
- D. By a Deed of Sale dated 08th November 1979 made between said Harrindar Kaur as vendor therein and (i) Gurdev Singh, (ii) Gurmil Singh also known as Gurmail Singh Gill and (iii) Gurdayal Singh all sons of late Badan Singh also known as Badal Singh as purchasers therein and registered with the District Sub-Registrar, Alipore in Book I, Volume No. 132, Page 64 to 74, Being No. 5987 for the year 1979, said Harrindar Kaur





for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the said Gurdev Singh and two others, the aforesaid 'Plot A', being **All That** a divided and demarcated northern portion of the said Premises containing an area of 07 Cottahs 04 Chittacks more or less together with the building shed and structures thereat, absolutely and forever subject to monthly tenancy of the said tenants.

- E. By another Deed of Sale dated 08th November 1979 made between said Harrindar Kaur as vendor therein and Mahinder Singh also known as Mahinder Singh Gill and Sindar Singh also known as Surinder Singh both sons of late Badan Singh alias Badal Singh as purchasers therein and registered with the District Sub-Registrar, Alipore in Book I, Volume No.157, Page 203 to 213, Being No. 5988 for the year 1979, said Harrindar Kaur for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the said Mahinder Singh and Sindar Singh, the aforesaid 'Plot B', being **All That** remaining divided and demarcated southern portion of the said Premises containing an area of 07 Cottahs 03 Chittacks 08 Square Feet more or less together with the building sheds and structures thereat, absolutely and forever subject to monthly tenancy of the said tenants.
- F. The said (i) Gurdev Singh, (ii) Gurmil Singh, (iii) Gurdayal Singh, (iv) Mahinder Singh and (v) Sindar Singh treated themselves to be the joint owners of the entirety of the said Premises No. 125A, Motilal Nehru Road, Kolkata containing an area of 14 Cottahs 07 Chittacks 08 Square feet more or less with each of them having following undivided shares therein:

Sl. No.	Name	Undivided Share in the said Premises
1.	Gurdev Singh	one-sixth
2.	Gurmil Singh	one-sixth
3.	Gurdayal Singh	one-sixth
4.	Mahinder Singh	one-fourth
5.	Sindar Singh	one-fourth

- G. Accordingly, the said (i) Gurdev Singh, (ii) Gurmil Singh, (iii) Gurdayal Singh, (iv) Mahinder Singh and (v) Sindar Singh caused to be mutated their names in the records of the Kolkata Municipal Corporation in respect of the single amalgamated plot known and numbered as premises No.125A, Motilal Nehru Road, Kolkata containing an area of 14 Cottahs 07 Chittacks 08 Square feet more or less.




- H. By an Indenture of Conveyance dated 03rd September 2009 made between the said Mahinder Singh as vendor therein and Monark Dealcom Private Limited (the Owner hereto) as purchaser therein and registered with the Additional Registrar of Assurances-I, Kolkata in Book I, CD Volume No. 21, Page 10026 to 10041, Being No. 09567 for the year 2009, the said Mahinder Singh for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the said Monark Dealcom Private Limited **All That** undivided one-fourth part or share of and in the said Premises together with like share in the building shed and structures thereat, absolutely and forever subject to monthly tenancy of the said tenants.
- I. By an Indenture of Conveyance dated 10th September 2009 made between the said Sindar Singh as vendor therein and Harjinder Singh Gill as purchaser therein and registered with the Additional Registrar of Assurances-I, Kolkata in Book I, CD Volume No. 22, Page 2579 to 2594, Being No. 09778 for the year 2009, the said Sindar Singh for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the said Harjinder Singh Gill **All That** undivided one-fourth part or share of and in the said Premises together with like share in the building shed and structures thereat, absolutely and forever subject to monthly tenancy of the said tenants.
- J. By an Indenture of Conveyance dated 03rd September 2010 registered with the Additional District Sub-Registrar, Alipore in Book I, Volume No.32, Page 4549 to 4563, Being No. 07518 for the year 2010 as rectified by Deed of Declaration dated 09th February, 2011 registered with the Additional District Sub-Registrar, Alipore in Book I, CD Volume No.4, Page 4247 to 4254, Being No.00974 for the year 2011, said Gurdev Singh for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the said Monark Dealcom Private Limited (the Owner hereto) **All That** undivided one-sixth part or share of and in the said Premises together with like share in the building shed and structures thereat, absolutely and forever subject to monthly tenancy of the said tenants.
- K. By a Deed of Gift dated 09th September 2010 made between Gurmil Singh alias Gurmail Singh Gill as donor therein and Guramrit Singh Gill son of Harjinder Singh Gill as donee therein and registered with the Additional District Sub-Registrar, Alipore in Book I, CD Volume No. 33, Page 1148 to 1160, Being No. 07590 for the year 2010, said Gurmail Singh Gill in



consideration of his natural love and affection towards his grandson said Guramrit Singh Gill granted conveyed and transferred by way of gift unto and in favour of the said Guramrit Singh Gill **All That** undivided one-sixth part or share of and in the said Premises together with like share in the building shed and structures thereat, absolutely and forever subject to monthly tenancy of the said tenants.

- L. By a Deed of Gift dated 28th October 2010 made between said Gurdoyal Singh as donor therein and Gurmil Singh alias Gurmail Singh Gill as donee therein and registered with the Additional District Sub-Registrar, Alipore in Book I, CD Volume No. 39, Page 1884 to 1895, Being No. 09168 for the year 2010, the said Gurdoyal Singh in consideration of his natural love and affection towards his brother said Gurmail Singh Gill granted conveyed and transferred by way of gift unto and in favour of the said Gurmail Singh Gill **All That** undivided one-sixth part or share of and in the said Premises together with like share in the building shed and structures thereat, absolutely and forever subject to monthly tenancy of the said tenants.

- L1. Subsequently by another Deed of Gift also dated 28th October 2010 made between said Gurmil Singh alias Gurmail Singh Gill as donor therein and Harjinder Singh Gill as donee therein and registered with the Additional District Sub-Registrar, Alipore in Book I, CD Volume No.39, Page 2321 to 2332, Being No. 09191 for the year 2010, said Gurmail Singh Gill in consideration of his natural love and affection towards his son said Harjinder Singh Gill granted conveyed and transferred unto and in favour of the said Harjinder Singh Gill **All That** the said undivided one-sixth part or share of and in the said Premises together with like share in the building shed and structures thereat, absolutely and forever subject to monthly tenancy of the said tenants.

- M. In the premises, said Monark Dealcom Private Limited, Harjinder Singh Gill and Guramrit Singh Gill became owners of the said Premises in the shares and proportions mentioned corresponding to their respective names below subject to monthly tenancy of the said tenants:

Sl. No.	Name	Undivided Share in the said Premises
1.	Monark Dealcom Private Limited	5/12th
2.	Harjinder Singh Gill	5/12th
3.	Guramrit Singh Gill	1/6th





- N. By a Development Agreement dated 25<sup>th</sup> June, 2012 made between said Harjinder Singh Gill and Guramrit Singh Gill as owners therein and said Monark Dealcom Private Limited as owner/developer therein and registered with the Additional District Sub-Registrar, Alipore in Book I, CD Volume No.23, Page 438 to 472, Being No. 05103 for the year 2012, said Harjinder Singh Gill and Guramrit Singh Gill granted exclusive right of development of their respective abovementioned undivided shares in the said Premises to the said Monark Dealcom Private Limited for mutual benefit and for the consideration and on the terms and conditions therein contained.
- O. Being no longer interested in development of their abovementioned undivided 7/12th shares in the said Premises, the said Harjinder Singh Gill and Guramrit Singh Gill, by an Indenture of Conveyance dated 28<sup>th</sup> February, 2018 and registered with the Additional District Sub-Registrar, Alipore in Book I, Volume No. 1605-2018, Pages from 47341 to 47374, Being No. 160501538 for the year 2018, for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the said Monark Dealcom Private Limited, their respective undivided shares in the said Premises aggregating to undivided 7/12th part or share of and in the said Premises, absolutely and forever. Pursuant to such sale of undivided 7/12th part or share of and in the said Premises by said Harjinder Singh Gill and Guramrit Singh Gill in favour of Monark Dealcom Private Limited, the said Development Agreement dated 25<sup>th</sup> June, 2012 automatically stood cancelled and of no effect for all intents and purposes.
- P. In the premises, said Monark Dealcom Private Limited, the Owner hereto, became the full and absolute owner of the said Premises.
- Q. The said tenants who were in occupation of different portions of the said Premises have since vacated their respective occupied portions and the entirety of the said Premises is in khas vacant peaceful possession of the Owner hereto.






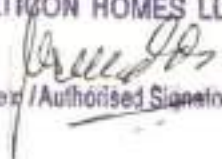
**IN WITNESS WHEREOF** the parties have hereunto set and subscribed their respective hands and seals the day month and year first above written.

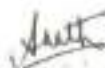
**EXECUTED AND DELIVERED** on behalf of the withinmentioned **OWNER**, by its Director Mr. Prabir Kumar Suhasaria pursuant to the Board Resolution passed on 10<sup>th</sup> March 2018 at Kolkata in the presence of:

For MONARK DEALCOM PRIVATE LTD.  
  
 Director

- 1) Manoj Datta  
 6C Middleton Street  
 Kolkata 700021  

- 2) Soukhat Prasad  
 3B Camac Street  
 Kolkata 700016

**EXECUTED AND DELIVERED** on behalf of the withinmentioned **DEVELOPER**, by its Designated Partner Mr. Dileep Singh Mehta pursuant to the Board Resolution passed on 10.03.2018 at Kolkata in the presence of:

For MULTICOIN HOMES LLP  
  
 Partner / Authorised Signatory

- 1) Gautam Banik  
 GOUTAM BANIK  
 3B, Camac Street  
 Kolkata - 700016
- 2)   
 Sudipta Nath  
 3B, Camac Street  
 Kolkata - 700016

**Drafted by me:-**

  
 Ankit Shroff, Advocate  
 C/o. Pankaj Shroff & Company, Advocates  
 4, Government Place (North)  
 8<sup>th</sup> floor, Kolkata-700001  
 Enrolment No. F/66/2008

**RECEIPT AND MEMO:**

**RECEIVED** from the withinnamed Developer the within-mentioned sum of Rs.1,50,00,000/- (Rupees one crore fifty lakhs) only being the security deposit payable under these presents as follows:

<b>Sl. No.</b>	<b>By or out of RTGS/ Cheque Number</b>	<b>Date</b>	<b>Bank</b>	<b>Amount (in Rs.)</b>
1.	000002	21.02.2018	UCO Bank	79,00,000/-
2.	000003	22.02.2018	UCO Bank	35,00,000/-
3.	000005	17.03.2018	UCO Bank	15,00,000/-
4.	000006	19.03.2018	UCO Bank	21,00,000/-
			Total:	<u>Rs.1,50,00,000/-</u>

(Rupees one crore fifty lakhs) only

For MONARK DEALCOM PRIVATE LTD.

*Prabir Kumar Saha*

Director

(Owner)

**Witnesses:**

- 1) Manish Datta  
6C Middlebrook Street  
Kolkata - 700071
- Manish Datta*
- 2) Saikat Prasad  
3B Cause Street  
Kolkata - 700016



	Thumb	1st finger	middle finger	ring finger	small finger	
	Left hand					
	Right hand					

Name DILEEP SINGH MEHTA

Signature 

	Thumb	1st finger	middle finger	ring finger	small finger	
	Left hand					
	Right hand					

Name PRATIKR SUHASARIA

Signature 

	Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	Left hand				
	Right hand				

Name .....

Signature .....

**DATED THIS ..... DAY OF ..... 2018**

**BETWEEN**

**MONARK DEALCOM PRIVATE LIMITED**

**... OWNER**

**AND**

**MULTICON HOMES LLP**

**... DEVELOPER**

**JOINT VENTURE AGREEMENT**

**PANKAJ SHROFF & COMPANY**

**Advocates**

**4, Government Place (North)**

**KOLKATA-700001, INDIA**

**legal@pankajco.com**

भारत सरकार  
GOVT. OF INDIA

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

02/03/1954  
Date of Birth

DILEEP SINGH MEHTA  
JAI SINGH MEHTA

02/03/1954  
Date of Birth

AFCPM061100  
AFCPM061100

*Dileep Singh Mehta*  
Signature

10022190

Signature: *Dileep Singh Mehta*

Date: 14/06/18

Purpose: Repatriation of ISA Mutual  
Nehru Road

Not to be used for any other  
Purpose

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

**ABGFM5451N**



नाम / Name

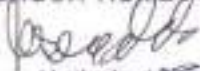
**MULTICON HOMES LLP**

निगमन/गठन की तारीख  
Date of Incorporation / Formation

**04/08/2017**

30092017

For MULTICON HOMES LLP

  
Partner / Authorised Signatory

आयकर विभाग

INCOME TAX DEPARTMENT

MONARK DEALCOM PRIVATE  
LIMITED



भारत सरकार

GOVT. OF INDIA



22/07/2009

Permanent Account Number

AAGCM9551R

02622011

इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटारें -

आयकर पैन सेवा इकाई, एन एस डी एल

तीसरी मंजिल, सफ़ायर चेंबर,

बानेर टेलिफोन एक्सचेंज के नजदीक,

बानेर, पुना - 411 045

*If this card is lost / someone's lost card is found,  
please inform / return to :*

Income Tax PAN Services Unit, NSDI,

3rd Floor, Sapphire Chambers,

Near Baner Telephone Exchange,

Baner, Pune - 411 045

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081

e-mail: tininfo@nsdi.co.in



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

PRABIR KUMAR SUHASARIA

RAM LAL SUHASARIA

08/06/1963

Permanent Account Number

AKVPS1609N

*Prabir Kumar Suhasaria*  
Signature



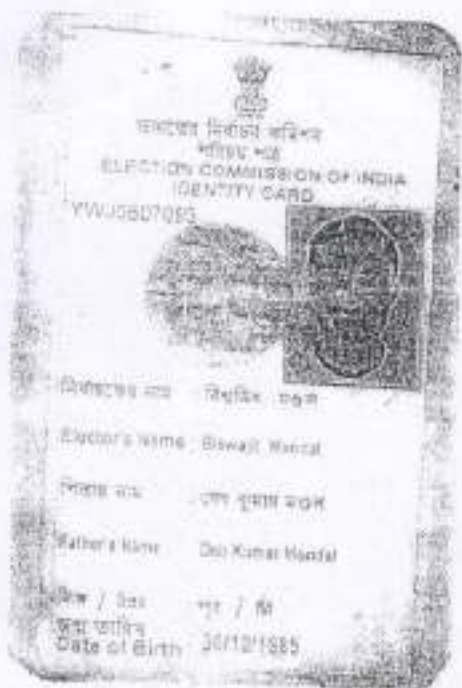
24122008

इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटाएं :  
आयकर पैन सेवा इकाई, एन एस डी एल  
पहली मंजिल, टाइम्स टॉवर, कमला मिल्स कंपाउंड,  
एस. बी. मार्ग, लोअर पारेल, मुंबई - 400 013.

*If this card is lost / someone's lost card is found,  
please inform / return to :*

Income Tax PAN Services Unit, NSDL  
1st Floor, Times Tower,  
Kamala Mills Compound,  
S. B. Marg, Lower Parel, Mumbai - 400 013.

Tel: 91-22-2499 4630, Fax: 91-22-2495 0664,  
e-mail: timinfo@nsdl.co.in



Biswajit Mandal

No. 0807083  
 Address:  
 KINCHUR MADHYA JOYNAGAR  
 SHYAMPUR HOWRAH-711314  
  
 Facsimile Signature of the Director  
 Registration Officer for  
 177 Electronic Conduits  
 Date: 11/02/2003  
 In case of change of address, the holder of this  
 licence shall inform the Director, Howrah, within  
 15 days of the change of address. In case of  
 change of name, the holder shall inform the  
 Director, Howrah, within 15 days of the  
 change of name.

Kriswajit Mondal

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

GRN: 19-201819-024851320-1 **Payment Mode** Online Payment  
GRN Date: 13/06/2018 14:25:25 Bank : HDFC Bank  
BRN : 542836679 BRN Date: 13/06/2018 14:26:13

**DEPOSITOR'S DETAILS**

Id No. : 19010000903331/2/2018  
(Query No./Query Year)

Name : MULTICON HOMES LLP  
Contact No. : Mobile No. : +91 9831112474  
E-mail : gautam.datta@multicon.in  
Address : 3B CAMAC STREET  
Applicant Name : Mr Sankar Sahoo  
Office Name :  
Office Address :  
Status of Depositor : Buyer/Claimants  
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

**PAYMENT DETAILS**

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [ ₹ ]
1	19010000903331/2/2018	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	19010000903331/2/2018	Property Registration- Registration Fees	0030-03-104-001-16	150105

**Total** 225126

In Words : Rupees Two Lakh Twenty Five Thousand One Hundred Twenty Six only

*Amr*

### Major Information of the Deed

Deed No :	I-1901-04676/2018	Date of Registration	20/06/2018
Query No / Year	1901-0000903331/2018	Office where deed is registered	
Query Date	09/06/2018 8:13:42 PM	A.R.A. - I KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Sankar Sahoo 123B, South Sinthi Road, Thana : Sinthi, District : North 24-Parganas, WEST BENGAL, PIN - 700030, Mobile No. : 9831112474, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,50,00,000/-]		
Set Forth value	Market Value		
	Rs. 8,14,36,445/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 1,50,105/- (Article:E, E, B, M(a), M(b), I)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip. (Urban area)		

#### Land Details :

District: South 24-Parganas, P.S:- Tollygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Motilal Nehru Road, , Premises No. 125A, Ward No: 85

Sch No	Plot Number	Khatian Number	Land Use		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
			Proposed	ROR				
L1			Bastu		14 Katha 7 Chatak 8 Sq Ft		8,12,86,445/-	Width of Approach Road: 40 Ft.
<b>Grand Total :</b>					<b>23.8402Dec</b>	<b>0 /-</b>	<b>812,86,445 /-</b>	

#### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	200 Sq Ft.	0/-	1,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>200 sq ft</b>	<b>0 /-</b>	<b>1,50,000 /-</b>	

#### Land Lord Details :



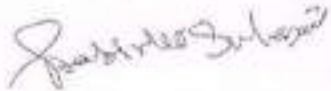



Sl No	Name,Address,Photo,Finger print and Signature
1	<b>MONARK DEALCOM PRIVATE LIMITED</b> Kamalaya Centre, Room No. G-50, 156A, Lenin Sarani, P.O:- Dharamtala, P.S:- Bowbazar, District-Kolkata, West Bengal, India, PIN - 700013 , PAN No.:: AAGCM9551R, Status :Organization, Executed by: Representative, Executed by: Representative

Major Information of the Deed :- I-1901-04676/2018-20/06/2018

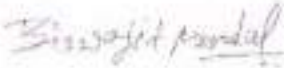
**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>MULTICON HOMES</b> 3B, Camac Street, P.O:- Park Street, P.S- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700016 , PAN No.:: ABGFM5451N, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<b>Mr Prabir Kumar Suhasaraia</b> Son of Late Ramial Suhasaraia Date of Execution - 14/06/2018, , Admitted by: Self, Date of Admission: 14/06/2018, Place of Admission of Execution: Office	 <small>Jun 14 2018 3:10PM</small>	 <small>LTI 14/06/2018</small>	 <small>14/06/2018</small>
	Kamalaya Centre, Room No. G-50, 156A, Lenin Sarani, P.O:- Dharamtala, P.S:- Bowbazar, District:- Kolkata, West Bengal, India, PIN - 700013, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKVPS1609N Status : Representative, Representative of : MONARK DEALCOM PRIVATE LIMITED (as director)			
2	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<b>Mr Dileep Singh Mehta (Presentant )</b> Son of Late Jai Singh Mehta Date of Execution - 14/06/2018, , Admitted by: Self, Date of Admission: 14/06/2018, Place of Admission of Execution: Office	 <small>Jun 14 2018 3:05PM</small>	 <small>LTI 14/06/2018</small>	 <small>14/06/2018</small>
	3B, Camac Street, P.O:- Park Street, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700016, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFCCPM0616D Status : Representative, Representative of : MULTICON HOMES (as partner)			

**Identifier Details :**

Name & address	
Mr Biswajit Mondal Son of Mr Deb Kumar Mondal Gobindapur, P.O:- Gobindapur, P.S:- Shyampur, District:-Howrah, West Bengal, India, PIN - 711314, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Identifier Of Mr Prabir Kumar Suhasaraia, Mr Dileep Singh Mehta	14/06/2018
	

Major Information of the Deed :- I-1901-04676/2018-20/06/2018

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	MONARK DEALCOM PRIVATE LIMITED	MULTICON HOMES-23.8402 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	MONARK DEALCOM PRIVATE LIMITED	MULTICON HOMES-200.00000000 Sq Ft

**Endorsement For Deed Number : I - 190104676 / 2018**

**On 14-06-2018**

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

Presented for registration at 14:51 hrs on 14-06-2018, at the Office of the A.R.A. - I KOLKATA by Mr Dileep Singh Mehta .

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 8,14,36,445/-

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

Execution is admitted on 14-06-2018 by Mr Prabir Kumar Suhasaraia, director, MONARK DEALCOM PRIVATE LIMITED (Private Limited Company), Kamalaya Centre, Room No. G-50, 156A, Lenin Sarani, P.O:- Dharamtala, P.S.- Bowbazar, District-Kolkata, West Bengal, India, PIN - 700013

Identified by Mr Biswajit Mondal, , Son of Mr Deb Kumar Mondal, Gobindapur, P.O: Gobindapur, Thana: Shyampur, Howrah, WEST BENGAL, India, PIN - 711314, by caste Hindu, by profession Business

Execution is admitted on 14-06-2018 by Mr Dileep Singh Mehta, partner, MULTICON HOMES (LLP), 3B, Camac Street, P.O- Park Street, P.S.- Shakespeare Sarani, District-Kolkata, West Bengal, India, PIN - 700016

Identified by Mr Biswajit Mondal, , Son of Mr Deb Kumar Mondal, Gobindapur, P.O: Gobindapur, Thana: Shyampur, Howrah, WEST BENGAL, India, PIN - 711314, by caste Hindu, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 1,50,105/- ( B = Rs 1,50,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,50,105/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/06/2018 2:28PM with Govt. Ref. No: 192018190248513201 on 13-06-2018, Amount Rs: 1,50,105/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 542836679 on 13-06-2018, Head of Account 0030-03-104-001-16

Major Information of the Deed - I-1901-04676/2018-20/06/2018

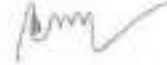
**Payment of Stamp Duty**

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

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 125279, Amount: Rs.100/-, Date of Purchase: 28/02/2018, Vendor name: S Mukherjee

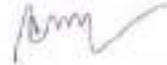
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/06/2018 2:26PM with Govt. Ref. No: 192018190248513201 on 13-06-2018, Amount Rs: 75,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 542836679 on 13-06-2018, Head of Account 0030-02-103-003-02



**Malay Chakrabarty**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - I KOLKATA**  
**Kolkata, West Bengal**

**On 20-06-2018****Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

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



**Malay Chakrabarty**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - I KOLKATA**  
**Kolkata, West Bengal**

Major Information of the Deed :- I-1901-04676/2018-20/06/2018



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2018, Page from 189541 to 189591

being No 190104676 for the year 2018.



Digitally signed by MALAY  
CHAKRABORTY  
Date: 2018.06.23 11:00:57 +05:30  
Reason: Digital Signing of Deed.

(Malay Chakrabarty) 6/23/2018 11:00:48 AM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - I KOLKATA  
West Bengal.

(This document is digitally signed.)