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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AD 291197

NO. 1908-0-266210/2020

JOINT DEVELOPMENT AGREEMENT

THIS ~~JOINT~~ DEVELOPMENT AGREEMENT made this 11th day of February, 2020 (Two Thousand and Twenty A.D.).

Additional Registrar,
Assurances (I) Kolkata
Certified that
Registration
and
endorsement
are the part of this document
15 FEB 2020

BETWEEN

M/S. CALVIN MARKETING PRIVATE LIMITED, holding (PAN : AABCC1886A), a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, as extended by Companies Act, 2013, having its Registered Office at 17/1, Lansdowne Terrace, Kolkata - 700 026, P. O. - Kalighat, P. S. - Rabindra Sarobar (Formerly - Lake), West Bengal, duly represented by its Authorized Signatory, SHRI ANUP GUPTA, son of Late, holding (PAN : AHMPG3857C), working for gain at 17/1, Lansdowne Terrace, Kolkata - 700 026, P. O. - Kalighat, P. S. - Rabindra Sarobar (Formerly), West Bengal, hereinafter called and 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 in office and assigns etc.) of the ONE PART.

A.P.A.
III

AND

M/S. NORTECH PROPERTY PRIVATE LIMITED, holding (PAN : AACCN0602N), a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, as extended by Companies Act, 2013, having its Registered Office at 17/1, Lansdowne Terrace, Kolkata – 700 026, P. O. – Kalighat, P. S. – Rabindra Sarobar (Formerly), West Bengal, duly represented by its Authorized Signatory, **SHRI ADITYA AGARWAL**, son of Sri Sunil Agarwal, holding (PAN : AFEPA7678D), working for gain at 17/1, Lansdowne Terrace, Kolkata – 700 026, P. O. – Kalighat, P. S. – Rabindra Sarobar (Formerly), West Bengal, hereinafter called and 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 in office and assigns etc.) of the **OTHER PART.**

WHEREAS :

A. The Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to All That piece and parcel of land measuring more or less 07 (Seven) Kattahs 04 (Four) Chittaks, more or less, under Mouza – **Madurdah**, under R. S. Dag No. 423, 423/462, R. S. Khatian No. 142, Touzi No. 2998, R. S. No. – 212, J. L. No. – 12, Borough – XII, Under Kolkata Municipal Corporation ward No. 108, P. S. - **Anandapur (Formerly – Tiljala)** (more fully and particularly described in the **Schedule** hereunder written and hereinafter for the sake or brevity referred to as the **said property**, free from all encumbrances, charges, liens, lispendences, attachments, trusts whatsoever or howsoever in pursuance to purchase, by virtue of a 3 (Three) Nos. Deeds of Conveyance being (1) Deed No. 03340 for the year 2008, duly registered at the office of A. R. A. – I, Kolkata, recorded in Book No. I, CD Volume No. 70, written in Page Nos. 6570 to 6585 for a 'Plot of Land' measuring area about, **01 (One) Kattahs 03 (Three) Chittaks**, more or less, (2) Deed No. 03450 for the year 2008, duly registered at the office of A. R. A. – I, Kolkata, recorded in Book No. I, CD Volume No. 70 written in Page Nos. 8394 to 8408 a 'Plot of Land' measuring area about **03 (Three) Kattahs 01 (One) Chittaks AND (3) Deed No. 03564** for the year 2008, duly registered at the office of A.R.A – I, Kolkata recorded in Book No. I, CD Volume No. 71, written in Page Nos. 1062 to 1076, a 'Plot of Land' measuring area about **03 (Three) Kattahs.**

B. The entirety of the said premises is presently under the occupation of the aforesaid owner. After being lawfully owner of the said landed property measuring **07 (Seven) Kattahs 04 (Four) Chittaks**, more or less, the said owner had amalgamated all the aforesaid three plots of Land and mutated its name with B. L. & L. R. O. under Memo No. 18/Mut/5708/BL&LRO/ATM/Kasba/17

dated 13.09.2017 and with Kolkata Municipal Corporation under Assessee No. 311060703739 as recorded owner in respect of the said property stated hereinabove and had been numbered as being municipal Premises No. 988, Madurdah, Kolkata - 700 107 within the limits of Kolkata Municipal Corporation Ward no. 108.

C. The Owner has gifted a strip of land measuring about 06 (Six) Chittaks or 25.17 Sq. Mtr. to Kolkata Municipal Corporation vide Deed No. 04437 for the year 2019, duly registered at the office of A.R.A. - III, Kolkata, recorded in Book No. - I, Volume No. 1903-2019, written in Page No. 186517 to 186532.

D. Hence, post Gift of 'Strip of Land' net area remained 06 (Six) Kattahs 14 (Fourteen) Chittaks or 459.780. Sq. Mtr., with the Vendor.

E. In consideration of what is hereinafter appearing the Owner has agreed to grant the exclusive right of Development in respect of the said total land unto and in favour of the Developer herein and the Developer has agreed to undertake development of the said land and to incur all costs, charges and expenses in connection therewith including the cost of preparation and sanction of the plan (hereinafter referred to as the **CONSTRUCTION COST**) and to cause new building/s and/or a decent Housing Complex to be constructed on the said land (hereinafter referred to as the **HOUSING COMPLEX**) and thereafter to sell and transfer the various flats, units, apartments constructed spaces and car parking spaces forming part of the said Housing Complex and to divide and distribute the gross sale proceeds accruing therefrom between the Owner and Developer in the proportion as hereinafter appearing.

F. At the request of the said owner, the Developer herein has agreed to develop the said property and to commercially exploit the same for the consideration and on the terms and conditions hereinafter appearing.

G. The Developer has undertaken the construction of the building on the plot of land owned by the said Owner particulars of which are described in FIRST SCHEDULE hereunder written and hereinafter called the said land and has obtained a building plan duly sanctioned from Kolkata Municipal Corporation vide B. S. No. - 2019120132 dated 05.11.2019.

H. That the Developer shall at its cost and expenses shall construct the proposed building on the schedule property in accordance with the building plan to be sanctioned by the Competent authority and confirm to such specification as may be recommended by the recognized licensed holder Architect from time to time appointed for the purposes and it is hereby clearly understood that the

decision of the Architect regarding the quality of materials shall be final and binding on the parties hereto.

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

ARTICLE I - DEFINITIONS

Unless in these presents there is something in the subject or context inconsistent therewith.

1.1 **PREMISES** - shall mean the **PREMISES NO. - 988, MADURDAH, KOLKATA - 700107**, measuring more or less **06 (Six) Kattahs 14 (Fourteen) Chittaks** under R. S. Dag No. 423, 423/462, R. S. Khatian No. 142, Touzi No. 2998, J. L. No. - 12, Borough - XII, Under Kolkata Municipal Corporation ward No. 108, P. S. - **Anandapur (Formerly - Tiljala)** (more fully and particularly described in the 'Schedule Property' hereunder written).

1.2 **BUILDING** - shall mean building or buildings to be constructed as per building plan sanctioned by the Kolkata Municipal Corporation on the said premises and shall include the parking and other spaces intended or means for the enjoyment of the building.

1.3 **OWNER & DEVELOPER** - shall include their respective transferees.

1.4 **COMMON FACILITIES** - shall include corridors, hallways, stairways, landings, water reservoir, pump room, passageways, driveways, gardens, parkways, generator room (if necessary) and other spaces and facilities whatsoever required for the establishment, location, enjoyment, provision, maintenance and/or management of the building(s) and/or common facilities or any of their thereon as the case may be.

1.5 **SALEABLE SPACE** - shall mean the space in the building available for independent use and occupation after making due provisions for common facilities and the space required thereof.

1.6 **OWNER'S SHARE** - shall mean 25% of the total revenue/sale proceeds to be received from the sale of entire saleable area including car parking area/spaces of the proposed building/s to be constructed on the scheduled premises by the Developer at its own cost, shall be the owner's allocation.

1.7 DEVELOPER'S SHARE - shall mean 75% of the revenue/sale proceeds of the proposed building/s to be retained by the Developer in the building to be constructed by itself at its own cost in the manner hereinafter provided except the owner's allocation as mentioned above.

1.8 ARCHITECT- shall mean any person or persons or firm or firms appointed or nominated by the Developer as the Architect(s) of the building.

1.9 OWNER- shall mean the said **M/S. CALVIN MARKETING PRIVATE LIMITED**, a Private Limited Company, incorporated under the provisions of the Companies Act, 1956, as extended by Companies Act, 2013, having its registered office at 17/1, Lansdowne Terrace, Kolkata – 700026, and shall mean and include its respective successor/s in its respective offices/interests and assigns.

1.10 DEVELOPER- shall mean **M/S. NORTECH PROPERTY PRIVATE LIMITED**, a Private Limited Company, incorporated under the provisions of the Companies Act, 1956, as extended by Companies Act, 2013, having its registered office at 17/1, Lansdowne Terrace, Kolkata – 700 026, and shall include its successor and/or successors in office/interest and assigns and/or nominee /s, which shall construct or develop or cause to be constructed or cause to be developed on a plot of land under the meaning of 'West Bengal Apartment Ownership Act, 1972' and 'West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993', for the purpose of transfer of such building or flats.

1.11 BUILDING PLAN- shall mean the plan for construction of the building duly approved by the Owner and sanctioned by 'The Kolkata Municipal Corporation' being **Building Sanction No. 2019120136 dated 05.11.2019** and shall include any amendments thereto or modifications thereof made or caused by the Developer after the approval of the Owner.

1.12 TRANSFER- with its grammatical variations shall include a transfer by ownership and by any other means adopted for affecting what is understood as a transfer of space in a multi-storied building to purchasers thereof although the same may not amount to a transfer in law.

1.13 TRANSFEREE - shall mean a person to whom any space in the building shall be transferred.

1.14 MASCULINE GENDER - shall include feminine gender and vice versa.

1.15 SINGULAR NUMBER - shall include plural number and vice versa.

ARTICLE II – REPRESENTATION AND WARRANTIES BY THE OWNER AND THE DEVELOPER

2.1 At or before execution of this agreement, the Owner has represented and assured the Developer as follows:-

- i) That** the Owner is presently the sole and absolute owner of the said Total Land.
- ii) That** the Owner has a marketable title in respect of the said Total Land.
- iii) That** the Owner is presently in khas possession of the said Total Land.
- iv) That** the Owner has not entered into any agreement for sale, transfer, lease and /or development nor has created any interest of any third party into or upon the said Total Land or any part or portion thereof.
- v) That** no part or portion of the said Total Lands is subject to any notice of any acquisition and / or requisition.
- vi) That** there is no legal bar or impediment in the owner entering into this agreement.
- vii) That** all rates and taxes Khazanas and other outgoings payable in respect of the said Total Lands have been paid and / or shall be paid by the Owner upto the date of execution of this agreement.
- viii) That** there is no water body and / or pond on the said total lands and in the records of the Block Land and Land Reforms Officer and / or Municipality.
- ix) That** the Owners will execute a registered 'Power of Attorney' in favour of the Developer or its Nominee and/or nominees to enable the Developer to carry out various works for undertaking the said Housing Complex and the Owners shall give symbolic possession of the plot of land to the Developer on which Developer shall cause the necessary construction activities.

2.2 At or before execution of this agreement, the Developer has represented and assured the Owner which are as follows:-

- i) That** the Owner has delivered to the Developer copies of the title deeds, parcha, municipal taxes, receipts, record of rights, mutation certificate and all link deeds in respect of the said lands.
- ii) That** the Developer has fully satisfied itself as to the right of ownership of the owner in respect of the said lands.
- iii) That** the Developer has examined the total land area forming part of the said land.

iv) That the Developer has satisfied itself as to the local conditions and acknowledge that it shall be the responsibility of the Developer to take care of all the local problems which the Developer may face while undertaking the work of construction at the said land.

v) That the Developer assures the owner that the Developer has adequate financial resources and necessary personal and / or team to undertake development of the said land.

vi) That the Developer shall utilize the maximum permissible F.A.R as far as possible.

2.3 Relying on the aforesaid representations and believing the same to be correct and true and acting on the faith thereof, the Developer has agreed to undertake the work of development of the said total land subject to the terms and conditions hereinafter appearing.

ARTICLE III - TITLE INDEMNITIES AND REPRESENTATIONS

The Owner doth hereby declare and covenant with the Developer as follows:

3.1 That the Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to All That the said premises.

3.2 That the said premises is free from all encumbrances, charges, liens, lispendences, acquisitions, requisitions, attachments and trusts of whatsoever or howsoever nature.

3.3 That excepting the Owner, no one else has any right, title, interest, claim or demand whatsoever or howsoever and in respect of the said premises or any portion thereof.

3.4 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 premises 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.

3.5 That the Owner has the absolute right and authority to enter into this agreement with the Developer in respect of the development of its schedule premises.

3.6 That the Developer hereby undertakes to indemnify and keep indemnified the Owner from and against any and all actions, charges, liens, claims, encumbrances and mortgages or any third party possessor rights in the said premises arising out of or due to the negligence or non-compliance of any laws, bye-laws, rules and regulations of 'The Kolkata Municipal Corporation' and/or any other

Government or local bodies as the case may be and shall attend to answer and be responsible for any deviation, omission, violation and/or breach of any of the said laws, bye-laws, rules and regulations or any accident in or relative to the construction of the building. All costs and charges in this regard shall be paid by the Developer.

ARTICLE IV – COMMENCEMENT

4. That this Agreement shall commence or shall be deemed to have commenced on and with effect from the date of execution of this agreement.

ARTICLE V - DEVELOPER'S RIGHT OF CONSTRUCTION

5.1 That the Owner hereby grant exclusive right to the Developer to build upon and to commercially exploit the said premises in legal manner as the Developer may choose by constructing building/s thereon at its own cost and expenses and the proposed building/s shall remain as exclusive property of the owner except the Developer's allocation in the said completed building/s.

ARTICLE VI - TITLE DEEDS

6.1 Immediately after the execution of this Agreement, the Owner shall make it convenient for the Developer to have access to the original title deeds by keeping it deposited with the Developer's Lawyers in Kolkata.

6.2 The Owner or its nominee or nominees or the transferees of Developer shall be entitled for inspection of the title deeds.

6.3 The Owner shall make out the marketable title in respect of the said premises free from all encumbrances, charges, liens, lispendences, attachments, trusts whatsoever or howsoever.

6.4 The deed or deeds of conveyance shall be executed in respect of the Developer's allocation in favour of the Developer or its nominee(s) in such part or parts as the Developer shall require. The cost involved in doing so shall be borne by the Developer or its nominee(s).

ARTICLE VII – POSSESSION

7.1 Within 15 (Fifteen) days from the execution of this agreement and the Owners having obtained all necessary permissions, approvals and sanctions, the Owners shall allow the Developer to commence and carry out and complete the construction of the proposed building on behalf of the Owners as per the terms and conditions and the specifications as set out in these presents and complete the construction within a period of 30 (Thirty) months from the date of execution of this agreement. All costs, charges and expenses to be incurred including all municipal taxes for constructing and completing the said proposed building shall be paid by the Developer.

7.2 The Owners will handover vacant possession of the said property to commence construction in accordance with the Kolkata Municipal Corporation Building Sanction Plan and to allow the Developer to remain in symbolic possession of the said premises for the purposes of construction and allied activities during the continuation of this agreement and until such time the building is completed in all respects. During such period the Owners will not prevent or any way interfere with its quiet and peaceful occupation of the said premises except in such circumstances when the Owner has reason to believe that the Developer and/or its Sub-Contractor are not carrying out their function in terms of this agreement.

7.3 The Developer shall put the Owner or its nominee/s in possession of the Owner's allocation, in the building to be constructed not later than 30 (Thirty) months from the date of execution of this agreement.

ARTICLE VIII - ALLOCATION

8.1 The entire building shall be of uniform construction with standard first class building materials.

8.2 The Owner shall be bound to execute "Deed of Conveyance" or "Sale Deed", transfer in the name of Developer's nominee or intending purchaser. The Owner/ first Party hereby undertakes that as and when the Developer asks the First party herein to execute the Deed of Conveyance, the First party herein shall execute the necessary Deed of Conveyance or Conveyances in favour of the Developer or their Nominee or Nominees or any intending purchaser/s in such part or parts as shall be required by the Developer from time to time.

8.3 The Developer shall be entitled to sell the entire space in the building and transfer the sale proceeds of the owner's allocation in the account of the owner as mentioned above.

8.4 The common area / facilities shall be owned by the Owner and the Developer for the common use and enjoyment of all the intending purchasers.

8.5 The Developer shall be entitled to enter into agreement for sale or transfer or otherwise deal with the intending purchasers of the flats constructed by the Developer at its own cost.

ARTICLE IX - COMMON FACILITIES

9.1 As soon as the building is completed, the Developer shall be responsible for the payment of all municipal and property taxes, rates, duties, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as the said rates) payable.

9.2 The Developer will punctually and regularly pay the said rates to the concerned authorities and shall keep the owner indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered or incurred by the owner as the case may be consequent upon a default by the Developer in this behalf.

9.3 On completion of the building and from the date of service of notice of possession, the Developer shall bear all maintenance and service charges for the common facilities in the building, the said charges and taxes, light and sanitation charges for bill collection and management of the common facilities, renovation, replacement, repair whatsoever including if any additional insurance premium is required to be paid for the insurance of the building.

ARTICLE X - CONSIDERATION

✓ 10.1 The Developer shall pay **INTEREST FREE REFUNDABLE ADVANCE** amount of **RS. 20,00,000/- (RUPEES TWENTY LAC ONLY)** to the Owners herein and which shall be refundable by the Owner to the developer on or after completion of the building.

✓ 10.2 The undivided proportionate share or interest in the land attributable to each of the flats/units shall be transferred in favour of the flat buyers or its nominee or nominees.

✓ 10.3 After the completion of the project, the Owner shall execute a Deed or Deeds of Conveyance for the undivided proportionate share of land for the purpose of the same, the costs, charges and expenses incurred for completion of the Owner's Allocation shall be the consideration for sale and

transfer of the said undivided proportionate share in the land attributable to the Developer's Allocation. The said consideration amount shall be apportioned in various deed of conveyance or conveyances to be executed by the Owner in favour of the Developer or its nominee or nominees at the cost of the Developer and/or its nominee(s) attributable to the remaining 70% area of the proposed construction (Developer's Allocation) in favour of the Developer or its nominee(s) in such part or parts as may be requested by the Developer. All other costs like stamp fees, registration charges, etc. would be borne by the Transferees. The consideration for such transfers shall be the cost of construction of 30% of the proposed construction (the Owner's Allocation).

ARTICLE XI - TIME FOR COMPLETION

11.1 The building shall be completed within **30 (Thirty)** months from the date of execution of this agreement and on handing over vacant possession of the said premises to the Developer by the owner, unless and until the Developer is prevented by the circumstances beyond its control.

11.2 In the event if the Developer fails to complete the said proposed building within the said stipulated period of **30 (Thirty)** months from the date of execution of this agreement for reasons beyond its control, or on account of force majeure which would include storm, tempest, flood, earthquake, riots, war, etc., in that event the Owners will extend further time of another **08 months** after the expiry of stipulated **30 (Thirty)** months, (hereinafter referred to as the **COMPLETION DATE**). The completion of the building shall mean the completion of construction in all respects but would not necessarily mean the issue of the Completion Certificate or Occupation Certificate by the Municipal Authorities. An Architect's Certificate certifying the completion of the building in all respects would amount to such completion.

11.3 The Developer shall use their best endeavors to cause the Development to be practically in accordance with the provisions of this Agreement.

ARTICLE XII- MISCELLANEOUS

12.1 That the First Party shall also execute and register a 'General Power of Attorney' in favour of the said Developer herein and or the nominated person of the developer herein, as may be required for the proposed construction of the said building and to deal with the intending

Purchaser/Purchasers for sale of the flats/ apartments, Car Parking Space, Servant Quarter, etc under the Developer/ Owner's Allocation.

12.2 The Developer shall construct the said building with its own funds. However, the Developer is empowered to obtain financial assistance by creating equitable mortgage of the said land by depositing the title deeds of the said land herein at their own risk and responsibilities from any nationalized bank, Schedule Bank and/or any financial institution or from any Private Bank/person for the purpose of completion of the construction in terms of this Joint Venture Agreement and the owner undertakes not to raise any objection in this regard and shall sign as guarantor on the said mortgage application, but the mortgage amount shall not be above the market price of the said land. Be it clearly mentioned that the owner shall not be liable for repayment of such loan amount and the Developer shall indemnify the Owner from any liability which may arise in future in this respect.

12.3 The Owner and the Developer have entered into this agreement purely on the principal of exchange of the owner's allocation in the building to be constructed and completed by the Developer at its own cost against the undivided proportionate share of land attributable to the Developer's allocation to be retained or sold to its nominees by the Developer in the said completed building. However, each party shall keep the other indemnified from and against the same.

12.4 The Owner and the Developer as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a force majeure with a view that obligation of the party affected by the force majeure shall be suspended for the duration of the force majeure.

12.5 Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lock-outs or any other act or commission beyond the control of the party affected thereby.

12.6 It is understood that from time to time to enable the construction of the building by the Developer, various deeds, matters and things not herein specifically referred to may be required to be done by the Developer for which the Developer may require the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner to which no specific provisions have been made herein, the Owner hereby authorizes the Developer to do all such acts, deeds, matters and things and undertake to execute any such additional powers of

authorities as may be required by the Developer for the purpose and also undertake to sign and execute all such additional applications and other documents as may be required for the said purpose.

12.7 The Developer shall frame the rules and regulations regarding the uses and rendition of common services and also the common restrictions, which have to be normally, kept in the sale and transfer of the ownership flats.

12.8 The Owner hereby agrees to abide by all the rules and regulations of such Management Society / Association / Holding Organization as shall be formed by the Developer and hereby gives his/her consent to abide by the same.

12.9. Any notice required to be given by the Owner to the Developer will be without prejudice to any other mode of service available deemed to have been served on the Developer if delivered by hand or sent by prepaid registered post and shall be deemed to have been served on the Developer by the Owner. Similarly any notice required to be given by the Developer to the owner shall be without prejudice to any other mode of service available deemed to have been served on the Owners if delivered by hand or sent by prepaid paid registered post and shall be deemed to have been served on the Owner by the Developer.

12.10. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof, in favour of the Developer other than exclusive license to the Developer to commercially exploit the same in terms hereof.

12.11 As and from the date of completion of the building, the Developer and / or its transferee(s) and the Owner and / or his / her transferee(s) shall be liable to pay and bear proportionate charges on account of wealth and other taxes payable in respect of his / her respective spaces.

12.12 In the event of any liability of GST or Works Contract or any other Tax liability which may arise or become payable on the owner's allocation, the same would be payable by the Developer or their nominees as the case may be to the respective authority directly. Further it has been agreed that construction shall be deemed to be commenced when vacant possession of the land is handed over to the Developer and the plan is approved by the Kolkata Municipal Corporation.

12.13 In the event if the Developer acquires any other piece or parcel of land adjoining or contiguous to the land described in the schedule hereunder (hereinafter referred to as the additional area) the Developer shall be entitled to provide all facilities and/or utilities existent in the schedule area to the residents of the new building and/or buildings which may be constructed by the Developer on the additional plots of land which including access and/or for the purpose of ingress in and egress from and/or through the common parts and portions and also provide drainage, sewerage, transformer, generator, cable ducts, water lines and such other facilities and/or amenities and/or utilities which shall be provided in the new building in the adjacent area.

ARTICLE XIII – REVENUE/ CONSIDERATION DISTRIBUTION

13.1 The total Sale proceeds/revenue out of the sale of the Flats and Car Parking Spaces in the building or buildings will be divided into two parts whereby 25% of the total revenue including proceed received from sale car parking spaces shall absolutely belong to the Owners (hereinafter referred to as the OWNER'S ALLOCATION) and the remaining 75% of the total revenue/realization/sale proceeds shall absolutely belong to the Developer (hereinafter referred to as the DEVELOPER'S ALLOCATION).

13.2 The entirety of the saleable area (including the owner's allocation and the developer's allocation) forming part of the development shall be sold and transferred by the Developer to the bonafide purchaser/s. The Owner agrees and covenants with the Developer that the Owner shall sign and execute all deeds and documents and instruments if necessary and / or required from time to time.

13.3 The Developer shall be entitled to enter into agreement for sale and transfer of the various flats, units, apartments, constructed spaces and car parking spaces forming part of the development at such price and on such terms as may be agreed upon and duly confirmed by the Owner and any amount so received shall be divided and distributed amongst the parties hereto whereby 25% of such consideration amount shall belong absolutely to the Owner and the remaining 75% of such consideration amount shall belong to the Developer.

13.4 The Developer shall disburse the said 25% of the sale proceeds to the Owner's account at the end of the Project. It shall be the obligation of the Developer to collect applicable Service Tax and / or other government levies or charges or taxes as applicable on sale and transfer of built up areas, flats, units, car parking spaces etc. and deposit the same to the appropriate authority and the

Developer shall indemnify the Owners for any liability / demand which may arise in future in respect of the same.

13.5 It is also hereby agreed that Extra Charges collected from the purchasers of units in the proposed project (on account of the installation of Generator, transformer, legal charges, sinking fund and maintenance deposit or any other account that the Developer may choose to impose and collect in respect of maintenance and upkeep of the project) shall accrue to the Developer only.

13.6 The Developer and the Owner shall join in all the agreements for sale and 'Deeds of Conveyances' as shall be required, without raising any objection whatsoever or howsoever.

ARTICLE XIV - ARBITRATION

14.1 In case of any disputes, 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 the agreement or out of the agreement or in any manner whatsoever concerning this agreement, the same shall be referred to the sole Arbitrator of Mr. Sanjay Kumar Jain, Advocate, under the provisions of the Indian Arbitration Act, 1996, and/or statutory modification or enactment thereto and the Award made and published by the said Arbitrator shall be final and binding on the parties and upon his failing or refusing or becoming incapable to act as the Arbitrator the same shall be referred to the arbitration in accordance with the provisions of the Indian Arbitration Act, 1996, or any statutory enactment of modification shall be binding, final and conclusive on the parties hereto.

ARTICLE XV – JURISDICTION

15.1 Courts at Kolkata alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties.

ARTICLE XVI-SPECIFICATIONS

Structure	:	RCC-framed structure with anti termite treatment in foundation. Cements to be used: <i>Ambuja/ Lafarge/ OCL/ Ultratech/ Birla/ ACC/Ramco*</i> .
Elevation	:	Modern elevation, conforming to contemporary designs.
External Finish	:	Paint by certified <i>Nerolac/ Berger Applicator*</i> ,

Ground Floor Lobby Doors & Hardware	: and other effects as applicable. : Beautifully decorated & painted lobby. : Quality wooden frames with solid core flush doors. Door handles of Godrej/Hafele* . Main Door with premium stainless steel handle and eyehole. Main Door lock by Godrej* .
Internal Finish Windows	: Plaster of Paris. : Color anodized / Powder coated Aluminum sliding windows with clear glass (using high quality aluminum) and window sills. Large Aluminum windows in Living Room Balcony.
Flooring	: Vitrified tiles in bedrooms/Living/Dining / Kitchen. Marble Flooring & Granite Counter in Kitchen. Premium Ceramic tiles in Toilets.
Kitchen Counter	: Granite slab with stainless steel sink. Wall Tiles upto 2 (two) feet height above Kitchen counter.
Toilet	: Hot and Cold water line provision with CPVC* pipes. CP fittings including Health Faucet of Jaquar/Kohler* . Dado of Ceramic tiles upto door height. Sanitaryware with EWC with ceramic cistern and basin of Kohler/Parryware* .
Elevators Electrical	: Pipes of Supreme/Skipper* . : Passenger lifts of Kone* . : a) Concealed Polycab/Mescab/RR Kabel* copper wiring with modular switches of Anchor/Roma/Schneider Electric* . b) TV/Telephone points in master bedroom and living room. c) Two Light Points, one Fan Point, two 5A point in all bedrooms. d) One 15A Geyser point in All Toilets.

		e) One 15A & one 5A points, 5A refrigerator point and exhaust fan points in kitchen.
		f) One AC point in master Bedroom.
		g) Modern MCBs and Changeovers of HPL/Havells/Schneider*
Generator	:	24 hour Power backup for all common services.
Water Supply	:	Underground and Overhead storage tanks of suitable capacity. Suitable Electric Pump will be installed at Ground Floor to deliver water to overhead reservoir from Underground reservoir.
Security	:	CCTV cameras, Intercom facility and 24/7 Security Personnel.
Landscape	:	Professionally designed and executed landscaping.

* The specified brands are mentioned to give an indication of the quality, the Vendor will provide. In case of unavailability of materials/ brands or any other circumstances, the developer is not legally liable to provide the same brand and may instead provide material from a brand of similar quality level.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT Piece and Parcel of land measuring more or less **06 (SIX) KATTAHS 14 (FOURTEEN) CHITTAKS** situated within **MOUZA – MADURDAH**, under **R. S. Dag No. 423, 423/462, R. S. Khatian No. 142**, Touzi No. 2998, J. L. No. – 12, Borough – XII, Under Kolkata Municipal Corporation Ward No. 108, P. S. - **ANANDAPUR (FORMERLY – TILJALA)**, being **PREMISES NO. – 988, MADURDAH, KOLKATA - 700 107**, District- 24 Parganas (South), West Bengal, which is butted and bounded as follows:-

ON THE NORTH : 20 Ft. Wide Municipal Road.

ON THE SOUTH : 20 Ft. Wide Municipal Road.

ON THE EAST : Land of R. S. dag No. 423 & 423/462.

ON THE WEST : Premise No. 1261 and 1532, Madurdah.

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


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

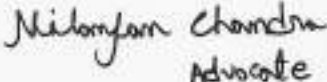
SIGNED, SEALED and DELIVERED

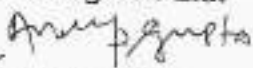
by the within named OWNER

at Kolkata in the presence of

Witnesses:-

1) 
MD. MAHFUZ TAKRIM
 B.Sc, Spl. BA (Double), MA, LL.B, C.V.R.
 Advocate & Property Valuer
 Calcutta High Court

2) 
 Nilomfar Chandra
 Advocate
 High Court, Calcutta

Calvin Marketing Pvt. Ltd.

 Director / Authorized Signatory

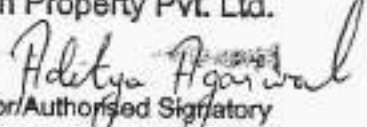
.....
SIGNATURE OF OWNER

SIGNED, SEALED and DELIVERED

by the within named DEVELOPER


at Kolkata in the presence of



Nortech Property Pvt. Ltd.

 Director/Authorized Signatory

.....
SIGNATURE OF DEVELOPER

Drafted by me on the basis of information
 furnished by the Parties herein


 Sanjay Kumar Jain
 Advocate, High Court, Calcutta.
 WB/444/2005.





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

Name: (ANUP GUPTA)

Signature: *Anup Gupta*



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

Name: (ADITYA AGARWAL)

Signature: *Aditya Agarwal*

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

Name: _____

Signature: _____

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

Name: _____

Signature: _____

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

GRN: 19-201920-018189521-1 Payment Mode Online Payment
GRN Date: 13/02/2020 11:51:35 Bank : HDFC Bank
BRN : 1023640561 BRN Date: 13/02/2020 11:51:58

DEPOSITOR'S DETAILS

Id No. : 19030000266210/2/2020
(Query No./Query Year)

Name : Nortech Property Pvt Ltd
Contact No. : Mobile No. : +91 9051222000
E-mail : sukhendu.ghosh@edenprojects.in
Address : 171 Lansdowne Terrace kolkata 700026
Applicant Name : Mr SUNIL AGARWAL
Office Name :
Office Address :
Status of Depositor : Others
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	19030000266210/2/2020	Property Registration- Stamp duty	0030-02-103-003-02	40021
2	19030000266210/2/2020	Property Registration- Registration Fees	0030-03-104-001-16	20105

In Words : Rupees Sixty Thousand One Hundred Twenty Six only **Total** 60126



Nortech Property Pvt. Ltd.

Director/Authorised Signatory



Calvin Marketing Pvt. Ltd.

Anoop Gupta
Director / Authorized Signatory

Major Information of the Deed

Deed No :	I-1903-00960/2020	Date of Registration	15/02/2020
Query No / Year	1903-0000266210/2020	Office where deed is registered	
Query Date	12/02/2020 4:37:23 PM	A.R.A. - III KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	SUNIL AGARWAL 16/1, Palm Avenue, Thana : Karaya, District : South 24-Parganas, WEST BENGAL, PIN - 700019, Mobile No. : 9830314993, Status : Buyer/Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 20,00,000/-]		
Set Forth value	Market Value		
Rs. 20,00,000/-	Rs. 1,93,35,939/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,121/- (Article:48(g))	Rs. 20,105/- (Article:E, E, B, M(a), M(b), I)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Tiljala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Madurdaha, Road Zone : (Mundapara – Nazirabad) , , Premises No: 988 , Ward No: 108 Pin Code : 700107

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	6 Katha 14 Chatak	20,00,000/-	1,93,35,939/-	Width of Approach Road: 20 Ft.,
Grand Total :				11.3438Dec	20,00,000 /-	193,35,939 /-	







Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	CALVIN MARKETING PRIVATE LIMITED 17/1, Lansdowne Terrace, P.O:- Kalighat, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700026 , PAN No.: AABCC1886A,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	NORTECH PROPERTY PRIVATE LIMITED 17/1, Lansdowne Terrace, P.O:- Kalighat, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700026 , PAN No.: AACCN0602N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

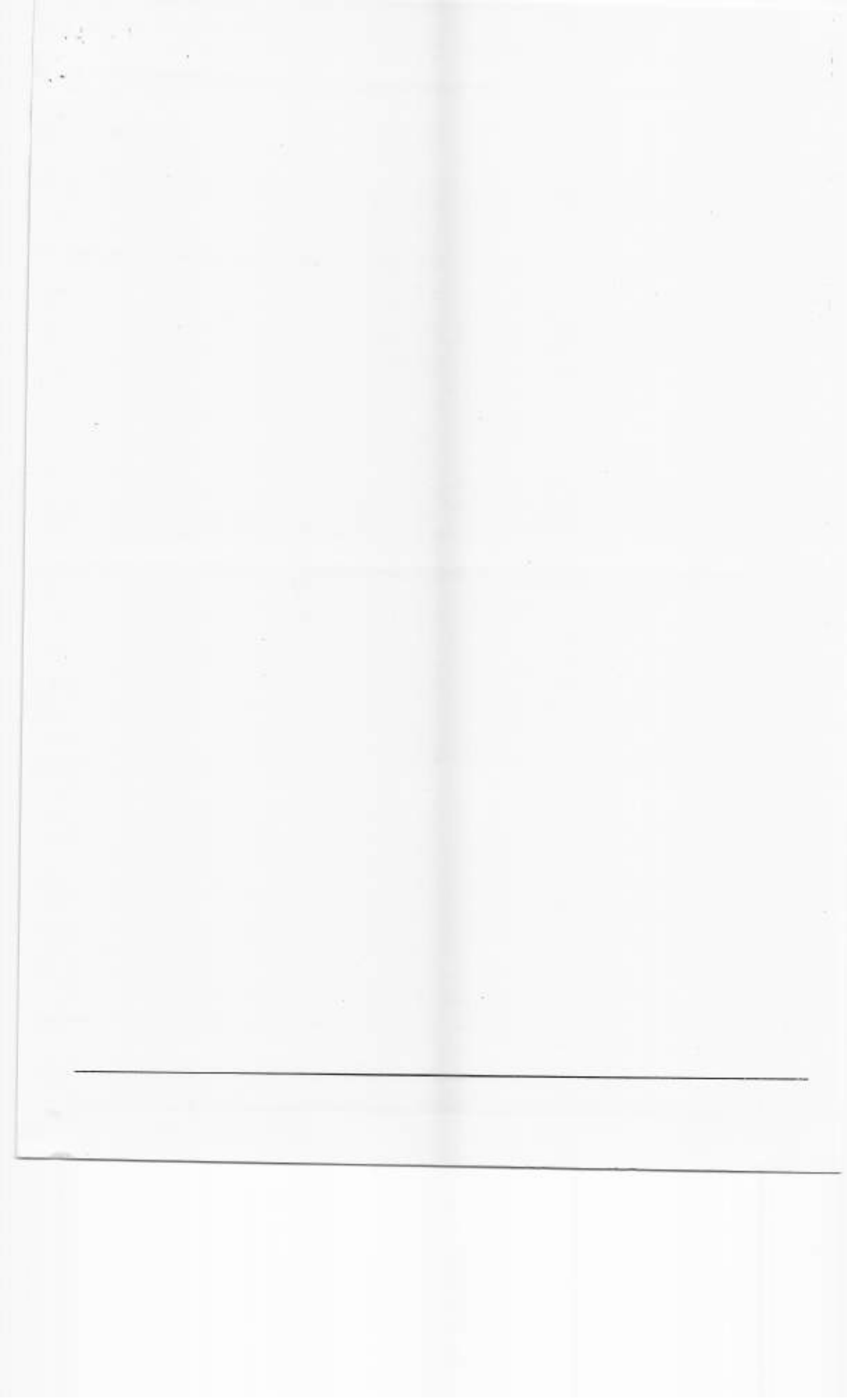
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr ADITYA AGARWAL (Presentant) Son of Mr SUNIL AGARWAL Date of Execution - 14/02/2020, , Admitted by: Self, Date of Admission: 15/02/2020, Place of Admission of Execution: Office	Photo  Feb 15 2020 11:45AM	Finger Print  LTI 15/02/2020	Signature  15/02/2020
16/1, Palm Avenue, P.O:- BALLYGUNGE, P.S:- Karaya, District:-South 24-Parganas, West Bengal, India, PIN - 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFEPA7678D,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : NORTECH PROPERTY PRIVATE LIMITED (as AUTHORISED SIGNATORY)				
2	Name Mr ANUP GUPTA Son of Late SITAL PRASAD GUPTA Date of Execution - 14/02/2020, , Admitted by: Self, Date of Admission: 15/02/2020, Place of Admission of Execution: Office	Photo  Feb 15 2020 11:46AM	Finger Print  LTI 15/02/2020	Signature  15/02/2020
17/1, Lansdowne Terrace, P.O:- KALIGHAT, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700026, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHMPG3857C,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : CALVIN MARKETING PRIVATE LIMITED (as AUTHORISED SIGNATORY)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SANJAY KUMAR JAIN Son of Late D JAIN HIGH COURT, P.O:- GPO, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001	 15/02/2020	 15/02/2020	 15/02/2020
Identifier Of Mr ADITYA AGARWAL, Mr ANUP GUPTA			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	CALVIN MARKETING PRIVATE LIMITED	NORTECH PROPERTY PRIVATE LIMITED-11.3438 Dec



On 14-02-2020

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 1,93,35,939/-



Probir Kumar Golder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

On 15-02-2020

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 11:23 hrs on 15-02-2020, at the Office of the A.R.A. - III KOLKATA by Mr ADITYA AGARWAL .

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

Execution is admitted on 15-02-2020 by Mr ADITYA AGARWAL, AUTHORISED SIGNATORY, NORTECH PROPERTY PRIVATE LIMITED (Private Limited Company), 17/1, Lansdowne Terrace, P.O:- Kailghat, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700026

Identified by Mr SANJAY KUMAR JAIN, . . Son of Late D JAIN, HIGH COURT, P.O: GPO, Thana: Hare Street, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 15-02-2020 by Mr ANUP GUPTA, AUTHORISED SIGNATORY, CALVIN MARKETING PRIVATE LIMITED (Private Limited Company), 17/1, Lansdowne Terrace, P.O.- Kailghat, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700026

Identified by Mr SANJAY KUMAR JAIN, . . Son of Late D JAIN, HIGH COURT, P.O: GPO, Thana: Hare Street, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 20,105/- (B = Rs 20,000/- , 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 20,105/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/02/2020 11:51AM with Govt. Ref. No: 192019200181895211 on 13-02-2020, Amount Rs: 20,105/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1023640561 on 13-02-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 40,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 916890, Amount: Rs.100/-, Date of Purchase: 18/01/2020, Vendor name: I Chakraborty

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/02/2020 11:51AM with Govt. Ref. No: 192019200181895211 on 13-02-2020, Amount Rs: 40,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1023640561 on 13-02-2020, Head of Account 0030-02-103-003-02



Probir Kumar Golder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2020, Page from 57551 to 57586

being No 190300960 for the year 2020.



Digitally signed by PROBIR KUMAR
GOLDER
Date: 2020.02.22 12:53:30 +05:30
Reason: Digital Signing of Deed.

(Probir Kumar Golder) 2020/02/22 12:53:30 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
West Bengal.

(This document is digitally signed.)
