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JOINT DEVELOPMENT AGREEMENT

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on this the 294h day of Jacobay TWO THOUSAND AND NINETEEN (2019)

# 095435

SANJAY KUMAR JAIN ADVOCATE HIGH COURT, CALCUTTA

1 JAN 2019

SOUMITRA CHANDA Licenses, otamp Vendor

8/2, K. S. Roy Road, Kol-1



Identified by one

SANJAY KUMAR JAIN ADVOCATE HIGH COURT, CALCUTTA

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#### BETWEEN

M/S. ASIATIC BOARD MILLS PRIVATE LIMITED. (PAN:AACCA1998A) a Private Limited Company, within the meaning of the Companies Act., 1956 as extended by the Companies Act 2013, having its office at 29-B, Beer Para Lane, P. O. & P.S. - Chitpur, Kolkata 700 030, represented by its director, SRI ANUP GUPTA, son of Late Sital Prasad Gupta, holder of PAN: AHMPG3857C, by Faith Hindu, by Occupation - Business, by Nationality - Indian, working for gain at 17/I Lansdowne Terrace, P.O. Kalighat, P.S. formerly -Lake and now Rabindra Sarobar, Kolkata - 700 026, hereinafter called and referred to as the FIRST PARTY/OWNER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns etc) of the GNE PART

#### AND

M/S: NORTECH PROPERTY PRIVATE LIMITED, (PAN: AACCN0602N), a Private Limited Company, within the meaning of the Companies Act, 1956 as extended by the Companies Act 2013, having its Registered Office at 17/1, Lansdowne Terrace, P. O. Kalighat, P. S. - Lake, Kolkata 700 026 and represented by its Director, SRI ANIRUDH MODI, son of Sri Ashok Kumar Modi, holder of PAN: ACUPM7446C, by faith. Hindu, by Occupation - Business, by Nationality - Indian, working for gain at 17/1, Lansdowne Terrace, P. O. Kalighat, P. S. formerly - Lake and now Rabindra Sarobar, Kolkata 700 026, hereinafter, referred to as the SECOND PARTY/DEVELOPER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns etc.) of the OTHER PART

#### WHEREAS:

A) In this Joint Development Agreement the First Party/Owners and the Second Party/Developer wherever the context so permits are collectively referred to as the 'parties' and individually as a 'party'.



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#### B) RECITAL

## PART - I

\*WHEREAS. One Shri Biswanath Mullick son of Late Netai Charan Mallick was the absolute owner in respect of a plot of land admeasuring area about 5 (Five) Bighas 3 (Three) Kattah 13 (Thirteen) Chittak, more or less, lying and situate at municipal Premises no. 29-B, Beer Para Lane, Kolkata - 700 030, had given the said plot of land on lease to one M/s. Asiatic Board Mills Pvt. Ltd., for the term of 51 years, and the said Deed of Lease was registered in the office of S.R. Sealdah on 28/08/1959, and duly recorded in Book No. 1, Volume No. 45, written in pages from 21 to 33, being Deed No. 2072 for the year 1959.

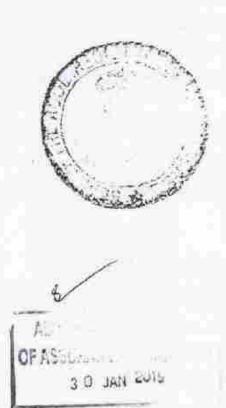
AND WHEREAS, thereafter during the subsistence of Lease i.e. in the year 1992, owner Alessor i.e., Sri Biswanath Mällick was in urgent need of money, expressed his intention to sell the said property lying and situated at Premises No. 29B Beer Para Lane in respect of 5 Bigha 3 Kattah 13 Chittak of land, to Asiatic Board Mills Pvt. Ltd.

AND WHEREAS, while said Sri Biswanath Mallick had been enjoying right, title, interest and possession in respect of his property measuring more or less 5 (Five) Bighas 3 (Three) Kattah 13 (Thirteen) Chittak of land, soid transferred and conveyed the said property to M/s. Asiatic Board Mills Pvt. Ltd., Owner herein, which was registered in the office of ADSR Sealdah on 5/02/1993, and duly recorded in Book No. I, Volume No. 6, written in pages from 245 to 258, being Deed No. 244 for the year 1993.

AND WHEREAS, said M/s. Asiatic Board Mills Pvt. Ltd., by virtue of the aforesaid purchase became the abosolute owner of the said plet of land and got mutated its name before authority of Kolkata Municipal Corporation in respect of premises no. 29-B, Beer Para Lane, Kolkata – 700 030.

#### PART II

AND FURTHER WHEREAS, One Shri Manindra Chandra Bhattacharya, son of Shri Ram Chandra Bhattacharya became the owner of 06 Kaitah 05 Chittak 09 Sqft of land, being Premises no. 24, Beer Para Lane, Kolkata - 700 030, by virtue of a registered 'Deed of Conveyance', and the said deed was registered in the office of Registrar of



Assurances, Calcutta on 23/09/1987, and duly recorded in Book No. i, Volume No. 250, written in pages from 104 to 116, being Deed No. 9840 and for the year 1987.

AND WHEREAS Shri, Manindra Chandra Bhattacharya while enjoying right, title, interest and possession in respect of his schedule property measuring more or less 06 Kattah 05 Chittak 09 Soft of land being Premises no. 24, Beer Para Lane, Kolkata – 700 030, sold conveyed and transferred the same to M/s. Asiatic Board Mills Pvt. Ltd., and the said deed was registered in the office of A.R.A.I. Kolkata on 01/08/2007, and duly recorded in Book No. - I. Volume No. I, written in page from 1 to 13, Deed No. 11926 for the year 2007.

AND WHEREAS, said M/s. Asiatic Board Mills Pvt. Ltd., by virtue of the aforesaid purchase became the abosolute owner of the said plot of land and got mutated its name before authority of Kolkata Municipal Corporation in respect of premises no. 24, Beer Para Lane, Kolkata – 700 030.

AND WHEREAS, by virtue of aforesaid two nos Deed of Purchase, memioned hereinabove, under PART I to PART - II said M/s. ASIATIC BOARD MILLS PVT. LTD., became owner, occupiers, seized and possessed of schedule property measuring 110 Kattah 2 Chittak 09 Sqft of land.

AND WHEREAS, while the "M/s. Asiatic Board Mills Pvt. Ltd." had been enjoying right, title, interest and possession in respect of both the aforesaid premises No. 29-B. Beer Para Lane, Kolkata – 700 030, it got amalgamated both the plots of land with the authority of Kolkata Municipal Corporation under the Premises No. 24, Beer Para Lane, Kolkata – 700 030, vide Assessee No. 110040200125, P.S. - Chitpur, within Kolkata Municipal Corporation Ward No. - 04 under Borough No. -1 and the said it is paying respective taxes regularly before the said authority with respect to the said new premises.

AND WHEREAS, while the "M/s. Asiatic Board Mills Pvt. Ltd." had been enjoying right, title, interest and possession of schedule property measuring 110 Kattah 02 Chittak 09 Sqft of land, submitted a proposed building plan before the Kolkata Municipal Corporation for sanction and the sanction of the said Building Plan from Kolkata Municipal Corporation is still awaited.



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It has been agreed by and between the parties that the said Premises will be developed by the Developer whereby the developer have become entitled to undertake construction of a new buildings at the said premises comprising of various self contained residential/commercial flats units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other.

The Owners have agreed to grant the exclusive right of development in respect of their entire share or interest into or upon the said Premises unto and in favour of the Developer herein with the intent and object that the Developer shall be entitled to undertake construction of a new buildings at the said Premises subject to the terms and conditions hereinafter appearing.

NOW THEREFORE IN CONSIDERATION OF THE ABOVE RECITALS AND THE MUTUAL COVENANTS AND PROMISES HEREIN CONTAINED THE PARTIES HAVE AGREED as follows:

## ARTICLE I - DEFINITIONS

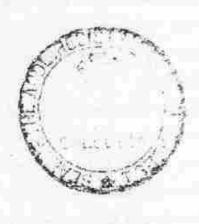
- 1.1 In this agreement unless the context so permits the following expressions shall have the meanings assigned to them as under:
  - ARCHITECT shall mean such person or persons, firm or firms, who may be appointed by the Developer for designing and planning of the said Project.
  - ii) CONSENTS shall mean the planning permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for the carrying out, completion use and occupation of the Development.
  - iii) DEVELOPMENT AGREEMENT shall mean this Agreement
  - DEVELOPER shall mean the said 'M/S. NORTECH PROPERTY PRIVATE LIMITED' and shall mean and include the present Partner and/or Partners and/or those who may be taken in and/or admitted as Partner and/or Partners and their respective heirs, legal representatives, executors, administrators and assigns.
  - v) DEVELOPER'S SHARE shall mean 75% (Seventy Five Percent) of the



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Gross revenue share consequent to sale and transfer of the various flats units apartments constructed spaces and car parking spaces forming part of the development of the said larger complex. The above allotment of revenue share will be distributed between the developer's and owner's as per provision of West Bengal Housing Industry Regulation Act, 2017.

- vi) DEVELOPER'S OBLIGATIONS shall mean the obligations assumed by the Developer, brief details will appear from the Second Schedule hereunder written.
- vii) DEVELOPMENT COSTS shall mean the amounts to be incurred by the Developer for undertaking development of the Premises, brief details of which will appear from the Third Schedule hereunder written
- OWNERS'S SHARE shall mean 25% (Twenty Five Percent) of the Gross revenue share accruing consequent to sale and transfer of the various flats units apartments constructed spaces and car parking spaces forming part of the development of the said larger complex. The above allotment of revenue share will be distributed between the developer's and owner's as per provision of West Bengal Housing Industry Regulation Act, 2017.
- ix) ENDUSERS shall mean the various persons who shall acquire a Flat/Unit in the said new building to be constructed at the said premises.
- x) GROSS RECEIPTS/REVENUE shall mean the total revenue generated consequent to sale and transfer of the various flats units apartments constructed spaces and car parking spaces at the said Complex forming part of the development.
- PROJECT shall mean the proposed new building to be constructed on the said Premises in accordance with the plan.
- xii) PLAN shall mean the plan to be sanctioned by the Kolkata Municipal Corporation authorities concerned and shall include any modifications made thereto from time to time and to be sanctioned by the authorities concerned.
- xiii) PREMISES shall mean ALL THAT the Municipal Premises No. 24, Beerpara Lne, Kolkata – 700 030 (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written)



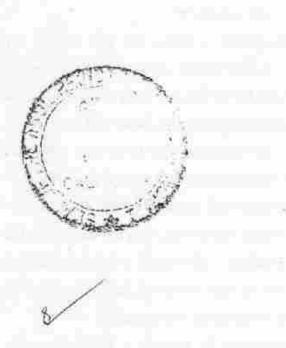
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- xiv) PROFESSIONAL TEAM shall mean the Architects, Structural Engineers, Quantity Surveyors, Mechanical and/or Electrical Engineers, Surveyors and/or such other professional engaged and/or contracted by the Developer from time to time.
- xv) OWNERS shall mean the Parties hereto of the First Part and shall mean and include their successor and/or successors in office/interest and assigns.
- xvi) SERVICES shall mean the supply to and the installations on the Premises of electricity, water, gas, telecommunications, lavatories, drainage and other services.
- xvii) SPECIFICATIONS shall mean 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 morefully and particularly described in the fourth schedule herein below.

## ARTICLE II - INTERPRETATIONS

- 2.1 In this Agreement:
- 2.1.1 Covenants where any part of this Agreement for the time being comprises of two or more persons, obligations expressed or implied to be made by or with that party are deeined to be made by or with the persons comprising the party jointly and severally.
  - A covenant expressed to be made with more than one party is a covenant made separately with each of those parties.
- 2.1.2 Gender and number Words importing one gender include all other genders, words importing the singular includes the plural and vice versa.
- 2.1.3 Headings The clause, paragraphs and schedules headings do not form part of this document and are not to be taken into account in its construction or interpretation.
- 2.1.4 Reference to statutes unless expressly stated to the contrary any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any

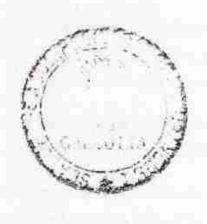


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- regulations or orders made under that statute and any general reference to a statute includes any regulations or orders made under that statute.
- 2.1.5 Interpretation of 'this Development Agreement' where the context so allows, the expression "this Development Agreement" includes any documents supplemental to or collateral with this document or entered into in accordance with this document.
- 2.1.6 Reference to clauses and schedules any reference in this document to a clause, sub-clause, paragraph, sub paragraphs or Schedules without further designation is to be construed as a reference to the clause, sub clause, paragraph, sub Paragraphs or Schedules to this document so numbered.

# ARTICLE III - REPRESENTATIONS AND WARRANTIES BY THE OWNERS

- 3.1 At or before the execution of this Agreement the Owners have assured and represented to the Developer as follows:
  - THAT the Owners are legally competent to enter into this
    agreement and that there is no legal bar or impediment in the
    Owners entering into this agreement.
  - ii) THAT there is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act 1976 comprised in the Southern Portion and/or Premises.
  - III) THAT no part or portion of the said Premises is subject to any notice or acquisition and/or requisition.
  - iv) THAT all municipal rates taxes and other outgoings payable in respect of the said premises has been paid and/or shall be paid by the Owners upto the date of execution of this agreement.
  - THAT this agreement has been duly approved by the shareholders of the Owners.



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3.2 Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Developer has agreed to enter into this agreement and to undertake development of the said Premises.

# ARTICLE IV - ASSURANCES AND WARRANTIES BY THE DEVELOPER

- 4.1 At or before the entering into this Agreement the Developer has assured and represented to the Owners as follows:
  - THAT the Developer is legally competent to enter into this agreement and that there is no legal bar or impediment in the Developer entering into this agreement.
  - That the Developer has adequate financial resources to undertake the development of the said Premises.
  - ii) That the Developer has an experienced professional team at its command comprising of Engineers, skilled workers and other professionals who are competent to undertake the development of the said Premises.

4.2 Relying on the aforesaid representations and believing the same to be true the Owners have agreed to allow the Developer to undertake the development of the said Premises subject to the terms and conditions hereinafter appearing

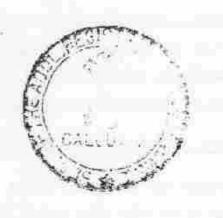
## ARTICLE V - COMMENCEMENT AND DURATION

- 5.2 Unless terminated in the manner as hereinafter appearing this Agreement shall remain in full force and effect until the said Project is completed in all regards.



Asiatic Board Mills Put, Ltd.

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in the said scheduled mentioned property and to undertake all necessary searching and obtain clearance, if required, from appropriate government authorities like Kolkata Municipal Corporation, Kolkata Improvement Trust, W.B. Fire Department authorities, Urban Land Ceiling Department, Land Acquisition Department, B.L. & L.R.O., Kolkata Metropolitan Development Authority, Microwaves Survey Division of BSNL, Airport Authority of India, Metro rail Authority, Traffic Police Department and such other concerned to the satisfaction of the developer. And the owners shall produce all such documents as found necessary to facilitate the above process.

3.2 The Developer shall be entitled to and the Owners hereby consents to the Developer modifying and/or altering the said Plan in accordance with the prevailing building rules so long as such modification and/or alteration is beneficial for the said project.

This Agreement shall not operate or be deemed to operate as a demise of the Portion or any part thereof and the Developer or any person claiming through or under it shall not be entitled to any estate, right, title or interest in respect of the Portion until such time the development is completed.

### ARTICLE IX- PROFESSIONAL TEAM AND BUILDING CONTRACTOR

- 9.1 The Developer shall take all necessary action to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the Building Contract, any sub-contracts or agreements with the Developer and the appointments of the members of the Professional Team and the Developer shall itself diligently observe and perform its obligations under the same.
- 9.2 Without the price consent of the Owners (which shall not be unreasonably withheld) the Developer shall not:
  - (i) do of omit to do any act or thing which would entitle the Building Contractor or any member of the Professional Team to terminate the Building Contractor its appointment respectively or dismiss any member of the Professional Team or the Building Contractor or appoint another professional or contractor in addition to, or in substitution for, any of them.
  - (ii) make any addition, variation, alteration or modification to the terms of appointment of any member of the Professional Team or to the Building Contract



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## ARTICLE VI - GRANT OF DEVELOPMENT RIGHT

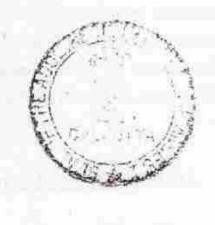
6.1 It has been agreed by and between the parties hereto that subject to the terms and conditions herein contained the Owners have agreed to grant the exclusive right of development to the extent of its right title interest into or upon the said. Premises unto and in favour of the Developer herein and in connection therewith the Developer shall perform and observe its obligations set out in the Second schedule hereunder written.

## ARTICLE VII - LICENSE

- 7.1 Immediately after execution of this Agreement or so soon thereafter, the Developer and/or any person authorised by it shall be entitled to enter upon the said Premises and at the cost of the Developer shall be entitled to and is hereby authorised:
  - To cause the lands forming part of the said premises to be surveyed.
  - To undertake soil testing.
  - To undertake other preliminary works for the purpose of undertaking development of the said Premises.
- 7.2 It is hereby made expressly clear that the possession of the said Portion is not being given nor intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act 1972 read with Section 2 (47)(v) of the Income Tax Act 1961 and possession of the said Portion shall always continue to remain vested with the Owners during the continuance of this agreement.

#### ARTICLE VIII – PERMISSIONS

8.1 For the purpose of undertaking development of the said Premises, the Developer shall be entitled to apply for and obtain all permissions consents approvals and/or consents which are needed and/or required and the Owners agrees and undertake to sign and execute deeds documents and instruments as may be necessary and/or required from time to time, and the owners shall also execute registered general power of attorney in favour of the developer for the purpose of construction work



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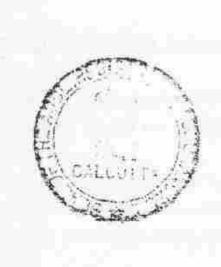
- or to any contract between sub-contractors or suppliers and the Developer or to any other contracts entered into by the Developer in relation to the Development.
- (iii) discharge or release (or agree so to do) the Building Contractor, any subcontractor or supplier or any member of the Professional Team or other persons from, or waive any of, their obligations or liabilities under their respective contracts or treat, or allow to be treated, any such agreements or contracts as determined or discharged other than by performance, or enter, into any other contract in relation to the carrying out of the Development.
- 9.3 The Developer shall, at the request of the Owner, co-operate in any manner reasonably requested by the Owner in taking proceedings against the Building Contractor and any of the Professional Team.

## ARTICLE X-SANCTION PLAN

10.1 The developer shall upon receiving vacant possession of the said land together with sanctioned plan to be sanctioned by the Kolkata Municipal Corporation, the Developer shall take all necessary steps and meet all the requirements of the Municipality and bear and pay the sanction fee and other charges including the Architects' fee for the said plan.

## ARTICLE XI - THE DEVELOPMENT

- 11.1 After execution of this Agreement or so soon thereafter, the Developer shall immediately commence and proceed diligently to execute and complete the Development;
  - in a good and workmanlike manner with such materials and/or specifications as may be recommended by the Architect free from any latent or inherent defect (whether of design, workmanship or materials) and
  - ii) in accordance with the Approved Plans, the Planning Permission and all planning permissions which may be granted for the Development, the consents, any relevant statutory requirements and building regulations, the requirements of any statutory or other competent authority and the provisions of this Agreement;



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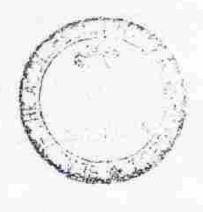
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## ARTICLE XII-TOTAL DEVELOPMENT COSTS

12.1 The Developer shall incur all developments costs including all costs, fees and expenses wholly and exclusively expended or incurred by the Developer, including, without limitation, the items listed in the Third Schedule hereunder written:

## ARTICLE XIII- CONSTRUCTION AND COMPLETION

- 13.1 The Developer shall immediately after the execution of this Agreement or so soon thereafter shall be entitled to commence the work of construction of the said Project (hereinafter referred to as the START DATE)
- 13.2 Unless prevented by circumstances beyond the control of the Developer the said. Project shall be constructed erected and completed in all regards within a period of 48 months from the date of sanction of building plan by the Kolkata Municipal. Corporation (hereinafter referred to as the COMPLETION DATE) and time for completion is and shall always be treated as the essence of the contract. A certificate of completion issued by the Architect shall be satisfactory condition for the above.
- 13.3 The Developer shall cause the New Building to be constructed erected and completed with good quality materials and/or specifications as is normally used in construction of a first class business as may be recommended by the Architect for the time being.
- 13.4 The Developer hereby undertakes to keep the Owners indemnified against all actions suits costs proceedings and claims that may arise out of the Developer's action with regard to the development of the said Premises and/or in the matter of construction and/or for any defect therein.
- 13.5 If the event of any accident or mishap takes place during construction whether due to negligence or otherwise of the Developer, the Architect or their labourers or contractors, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claims thereof or there from.



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- 14.1 The Developer warrants and represents to the Owners that :
  - To the best of its knowledge and belief, all information known to the Developer at the date of this Agreement which is, or might be considered, material to the Owners' decision to enter into this Agreement has been fully disclosed and produced to the Owner.
  - The Developer has used and will continue to use all reasonable skill and care in relation to the Development, to the co-ordination management and supervision of the Building Contractor and the Profession Team, to selection and preparation of all necessary performance specifications and requirements and to the design of the Development for the purposes for which it is to be used or specified.
  - iii) That the said new building to be constructed at the said Premises shall be free from any design defect and fit for the purpose for which it is to be used; and the Premises is fit for the carrying out of the Development:

## ARTICLE XV - MARKETING AND REVENUE SHARING

- 15.1 It has been agreed between the parties hereto that the various flats units apartments constructed spaces and car parking spaces forming part of the Developer as hereinafter appearing shall be sold and transferred by the Developer in favour of the end users.
- In consideration of the above and in further consideration of the mutual covenants herein contained and in further consideration of the Developer having agreed to incur all costs charges and expenses for undertaking development of the said Premises (hereinafter referred to as the CONSTRUCTION COSTS) it has been agreed that the entirety of the developed area of the said Complex will be sold and transferred by the Developer and the Gross receipts shall be shared between the parties hereto in the manner as hereinafter appearing out of sale proceeds of Flats, car parking Area, Store Room, etc. shall be shared between the parties in a manner whereby the Developer shall be entitled to retain for itself 75% ( Seventy Five Percent) of such Gross receipts (hereinafter referred to as the DEVELOPER'S SHARE) and the remaining 25% ( Twenty Five Percent) of such Gross receipts shall be made over by the Developer to the Owner (hereinafter referred to as the



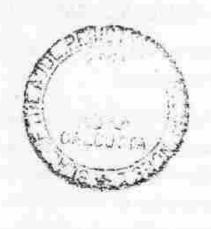
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OWNER'S SHARE). It is also hereby agreed that Extra Charges collected from the purchasers of units in the proposed project (on account of the installation of Generator, transformer, legal charges, sinking fund and maintenance deposit or any other account that the Developer may choose to impose and collect in respect of maintenance and upkeep of the project ) shall accrue to the Developer. It is made clear that the premium charges in respect of PLC (Preferred Location), floor escalation, parking, and terrace shall be shared between the developer and the owners herein at the same percentage as agreed herein above.

- 15.3 The said Gross Receipts will be deposited by the Developer in a separate account to be opened with a nationalized bank or any other bank.
- 15.4 Each of the Owners and the Developer shall be liable to make payment of any amount which may become payable on account of GST and other statutory outgoings which may become payable on account of the respective share.
- 15.5 The books of accounts and other related papers relating to the said Project shall be kept by the Developer at its office at 17/1 Lansdowne Terrace, Kolkata 700026, or at such other place as the Developer in its absolute discretion may deem fit and proper and the Owners or any person authorised by it shall be entitled to take inspection of such books of accounts upon giving adequate notice to the Developer.

## ARTICLE XVI - EXTRA PAYMENTS

- 16.1 The Developer shall be entitled to receive realize and collect from each of the end users various amounts on account of:
  - Proportionate share of CESC Transformer charges/HT Services;
  - Proportionate share of Generator connection to the flat;
  - Proportionate share on account of recreational facilities to be provided for in the said housing project for the benefit of the flat Owners;
  - Any amount which may become payable in accordance with Rule 25 of KMC Act for flats forming part of the Owner's Allocation;
  - V) Such charges as may be determined for formation of the Holding Organisation and/or Association of Flat owners;
  - vi) By way of maintenance charges;
  - vii) By way of municipal rates;



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- viii) Sinking Fund;
- ix) Legal Charges;

hereinafter referred to as the EXTRA PAYMENTS

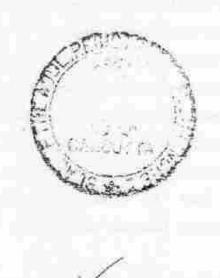
16.2 The said Extra Payments shall not form part of the Gross receipts and the unadjusted amount shall be made over by the Developer to the Holding Organisation upon its formation.

# PORTIONS FORMING PART OF THE SAID PROJECT

17.1 The Developer shall be entitled to frame necessary rules and regulations for the purpose of regulating the user of the various Flats units, apartments and Car Parking spaces forming part of the said project and each of the persons intending to and/or acquiring a Flat/ unit, apartment and Car Parking space in the said project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of the maintenance charges to the Developer/FMC till such time the Holding Organization is formed.

## ARTICLE XVIII- HOLDING ORGANISATION

- 18.1 After completion of the said Project or so soon thereafter the Developer shall cause a Society/Syndicate/Association/Company to be formed for the purpose of taking over of the maintenance and management of the common parts and portions and also for the purpose of rendition of the common services and each of the persons acquiring Flats, units, apartments and Car Parking spaces in the said new building and/or project shall be bound to become a member of such Holding Organisation.
- 18.2 The Developer undertakes to hold the sinking fund collected from intending purchasers and be liable to transfer the same in favour of the Society/Syndicate/Association/ Company as and when the same is formed and becomes functional.
- 18.3 In the event of the control of the common parts and portions and the obligation of rendition of common services being entrusted by the Developer to any Facility Management Company (hereinafter referred to as the MANAGEMENT COMPANY) each of the persons acquiring a Flat/Unit/Apartment and Car Parking spaces in the said new building and/or project shall be liable to make payment of the



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proportionate share of the maintenance charges to such Management Company without raising any objection whatsoever or howsoever.

## ARTICLE XIX - TITLE DEEDS

19.1 Original Title Deeds of the Property in respect of the below mentioned schedule property, original title deeds will be held by the Developer.

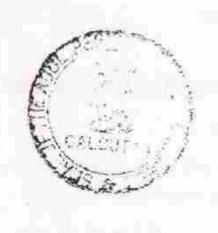
## ARTICLE XX- FORCE MAJEURE

- 20.1 The Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer to be performed and observed if it is prevented by any of the conditions herein below:
  - i) Fire
  - ii) Natural calamity
  - iii) Tempest
  - iv) Local problem and/or local disturbance
  - v) Any prohibitory order from the court, Kolkata Municipal Corporation and other authorities.
  - vi) Any other unavoidable circumstances beyond control of the Developer

## ARTICLE XXI - OWNER'S OBLIGATIONS

## 21.1The Owners have agreed:

- To co-operate with the Developer in all respect for development of the said Property in terms of this agreement.
- ii) To sign and execute all deeds documents and instruments as may be necessary and/or required from time to time as may be necessary and/or required to enable the Developer to undertake construction of the said Project in accordance with the Plan which may be sanctioned
- iii) The Owner will execute a Registered Power of Attorney in favour of the Developer or its nominee and/or nominees to enable the Developer to do



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all acts deeds and things which are necessary and/or required towards construction work and the Owner shall also execute a General Power of Attorney in favour of the Developer or its nominee and/or nominees for implementation and/or giving effect to this Agreement.

## ARTICLE XXII (DEVELOPER' INDEMNITY)

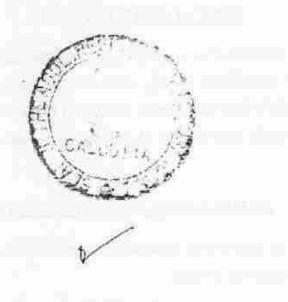
- 22.1 The Developer hereby undertakes to keep the Owners indemnified and indemnify the Owners against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the said Project.
- 22.2 The Developer hereby undertakes to keep the Owners indemnified and indemnifies the Owners against all actions suits costs, proceedings and claims that may arise out of the Developer's action with regard to the development of the said Premises and/or in the matter of construction of the said Project and/or for any defect therein.
- 22.3 If any accident or mishap takes place during construction until completion of the Project whether due to negligence or otherwise any act of the Developer, the Architect or their labourers or contractors, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claim thereof or there from

## ARTICLE XXIII- BREACHES

23.1 None of the parties shall be entitled to cancel and/or rescind this agreement and in the event of any default by any of the parties (hereinafter referred to as the DEFAULTING PARTY) the other party shall be entitled to sue the Defaulting Party for specific performance of this agreement and for other consequential reliefs.

## ARTICLE XXIV - NEGATIVE COVENANTS

- 24.1 The Owners as and by way of negative covenants have assured and covenanted with the Developer as follows:
  - Not to sell transfer alienate and/or encumber the said premises.



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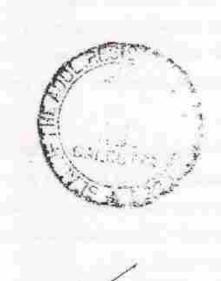
- ii) Not to create any interest of any third party into or upon the said plot of land Owned by the Owners herein or any part or portion thereof.
- iii) Not to do any act deed or thing which may be contrary to or in violation of any of the terms and conditions herein contained.
- iv) To do all acts deeds and things as may be necessary and/or required from time to time.

### ARTICLE XXV- MISCELLANEOUS

25.1 TAXES - The parties agree and assure each other that each of the parties will make payment of their respective share on account of Service Tax, GST, if applicable, and all other statutory outgoings and have agreed to keep each other saved harmless and fully indemnified in this regard.

### 25.2 RELATIONSHIP OF THE PARTIES -

- (i) This Agreement does not create nor shall it in any circumstances be taken as having created a partnership between the parties.
- (ii) All contracts and agreements entered into by the Developer pursuant to this Agreement shall be contracts or agreements between the Developer as principal and the respective third parties and the Owners shall have no obligation or liability under them except to sign and execute such deeds documents and instruments for the purpose of conferring a legal title.
- (iii) The owners are in the process of acquiring additional plot of land adjoining to the existing scheduled premises and some more plots of land are under acquisition. The developer shall develop such additional land on the same terms and conditions agreed herein. And the additional areas constructed shall be the part of the same project.
- 25.3 NON WAIVER any delay tolerated and/or indulgence shown by the Developer in enforcing the terms and conditions herein mentioned or any tolerance shown shall not be treated or constructed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of the Developer.

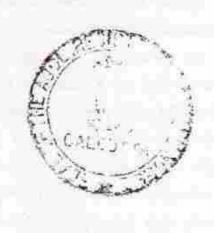




25.4 ENTIRE AGREEMENT - this agreement supersedes all document and/or writing and/or correspondence exchanged between the parties hereto. Any addition alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the parties unless the same is recorded in writing and signed by both the parties.

#### 25.5 ADDRESS FOR SERVICE

- 25.5.1 A notice to the Owners shall be delivered or sent to the Owners at its addresses given in this Agreement or given in any notice given by the Owners to the Developer.
- 25.5.2 A notice to the Developer should be delivered or sent to the Developer at the address of the Developer given in this Agreement or given in any notice given by the Developer to the Owners.
- 25.5.3 All notice, demands or other communications required to be given shall be in writing and delivered personally or sent by prepaid first class post with recorded delivery, or by fax addressed to the intended recipient at its address set out in this agreement or to such other address or telefax number as any party may from time to time duly notify to the others. Any such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by fax) on the next following business day in the place or receipt (of if given by registered post with acknowledgement due) two days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such telefax was duly dispatched to a current telefax number of the addressee.
- 25.6 No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.
- 25.7 Time shall be the essence as regards the provisions of this agreement, both as regards the time and period mentioned herein and as regards any times or periods which may, by agreement between the parties be substituted for them.

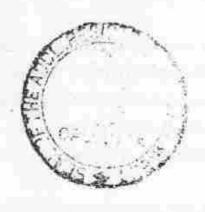


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- 25.8 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 25.9 Save as hereinbefore provided, termination of this agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.
- 25.10 All municipal rates taxes and other outgoings including Khazana (hereinafter referred to as the RATES & TAXES) payable in respect of the said Property upto the date of execution of the said Agreement shall be paid borne and discharge by the Owners and thereafter it shall be the obligation and responsibility of the Developer to make payment of all municipal rates and taxes till completion of the said housing project.
- 25.11 The Agreement (together with schedules, if any) the entire agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.
- 25.12 This agreement shall be binding on the parties hereto and their respective successors and assigns.
- 25.13 In the event of any ambiguity or discrepancy between the provisions of this agreement and the articles, then it is the intention that the provisions of this agreement shall prevail and accordingly the parties shall exercise all voting rights and other rights and powers available to them so as to give effect to the provisions of this Agreement and shall further, if necessary, procure any required amendment to the Articles.
- 25.14 Nothing contained in this agreement shall be deemed to constitute a partnership between the parties hereto nor shall constitute any party the agent of the other for any purpose.
- 25.15 Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.



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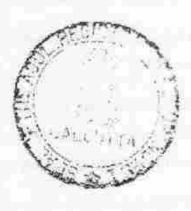
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#### ARTICLE XXVI- REFUNDABLE ADVANCE

26.1 The developer shall pay to owner a sum of Rs. 2,24,00,000/- (Rupees Two Crore Twenty Five Lac Only) to the Owner, as interest free refundable advance on or before execution of this agreement besides their share of 25% percent of the revenue of the saleable areas. This refundable advance amount shall be refunded by the Owners to the Developer on the date of completion of the Project.

### ARTICLE XXVII - DISPUTE RESOLUTION AND JURISDICTION

- 27.1 The parties as far as possible shall amicably try and resolve all disputes and differences which may arise. However, in the event of any such disputes and/or differences being incapable of being resolved amicably then and in that event the parties shall refer such disputes and differences to the sole arbitration of a person in whom both parties have full trust and confidence and the Sole Arbitrator shall be deemed to be a reference within the meaning of the Arbitration & Conciliation Act 1996 or any other statutory modification or enactment thereto for the time being in force.
- 27.2 The Arbitrator shall have summary power and shall be entitled to lay down their own procedure
- 27.3 The Arbitrator shall be entitled to pass interim awards and/or directions.
- 27.4 It shall not be obligatory on the part of the Arbitrators to follow the principles laid down under the Indian Evidence Act.
- 27.5 The parties hereto assure and covenant with each other that they have full trust and confidence in the Arbitrators and agree to abide by all their directions and/or awards and not to challenge or dispute the same in any manner whatsoever.
- 27.6 Courts at Kolkata alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents.



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#### THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of land containing by estimation an area of 110 (One Hundred Ten) Kattah 02 (Two) Chittaks 09 (Nine) Square Feet, commonly known as Premises No. – 24 Beer Para Lane, Kolkata - 700 030, P. O. & P. S. - Chitpur, within Kolkata Municipal Corporation Ward No. - 04 under Borough No. – I, West Bengal together with all easement rights, quasi-easement, appurtenances, appendages and right ways, water connection, Telephones lines, sewer, drain, surface and/or overhead/beneath of the soil thereto and butted and bounded as follows:

ON THE NORTH: Partly By Municipal Road and partly by Premises

No. 29C, Beerpara Lane.

ON THE SOUTH: By Umakanto Sen Lane and by Pres. Nos.7,8J,

8L/1A, 8M, 8N, 8P/1B & 8Q, Umakanto Sen Lane.

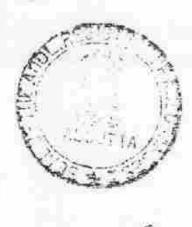
ON THE EAST: By Premises Nos. 21/1, 22/1, 23, 24/1 & thereafter

30' wide Beerpara Lane.

ON THE WEST: By 14' wide Municipal Road & Pres. Nos. 6/3D/1L, 29G,

29Q, Beerpara Lane.

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



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#### THE SECOND SCHEDULE ABOVE REFERRED TO

#### DEVELOPER'S OBLIGATIONS

The Developer shall be entitled to and is hereby authorized:

- To apply for and obtain all consents, approvals, sanctions and/or permissions as may be necessary and/or required for undertaking development of the said Premises.
- ii) To take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the Premises or any adjoining or neighbouring Properties and which need to be diverted for undertaking the development work.
- iii) To install all electricity, gas, water, telecommunications, and surface and foul water drainage to the Premises and shall ensure that the same connects directly to the mains.
- iv) To serve such notice/notices and enter into such agreement/agreements with statutory undertakers or other companies as may be necessary to install the services.
- v) To give all necessary or usual notices under any statute affecting the demolition and clearance of the Premises and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said Premises and pay all costs, fees and outgoings incidental to or consequential on, any such notice and indemnify and keep indemnified the Owners from and against all costs, charges, claims, actions, suits and proceedings.
- vi) To remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the Plan and has agreed to keep the Owners saved harmless and fully



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indemnified from and against all costs, charges, claims, actions, suits and proceedings.

- vii) To remain responsible for any accident and/or mishap caused by any act of the Developer while undertaking development of the said Premises in accordance with the Plan which may be sanctioned by authorities concerned and has agreed to keep the Owners and each one of them saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.
- viii) To comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of development.
- ix) To comply or procure compliance with, all statutes and any enforceable codes of practice of the Municipal Corporation and/or Municipality or other authorities affecting the Property or the development.
- x) To take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts, deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Premises.
- xi) To incur all costs, charges and expenses for the purpose of constructing, erecting and completing the warehouses and other structures in accordance with the Plan to be sanctioned by the authorities concerned.
- xii) To make proper provision for security of the said Project Property during the course of development.
- xiii) To not to allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Premises or any part or portion thereof.



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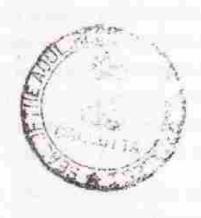
- xiv) To not expose the Owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction, crection and completion of the said project.
- xv) To remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the warehouses and other structures in accordance with the Plan which may be sanctioned and to pay perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid performed and observed.

### THE THIRD SCHEDULE ABOVE REFERRED TO

### (TOTAL DEVELOPMENT COSTS)

The Developer shall be responsible for incurring:

- The proper costs of obtaining planning permissions in respect of the development (including fees of the architects surveyors or consultants relating thereto) together with planning and building regulation fees, fees payable to statutory undertakers and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any legislature of similar nature.
- The proper costs of investigations, surveys, and tests in respect of soil, drains, structures and rights of light.
- iii) The proper costs to be incurred and/or payable to architects, surveyors, engineers, quantity surveyors or others engaged in respect of the development.
- iv) The proper costs and expenses payable to for marketing and/or selling the Development including any advertising, research and other marketing costs.



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- v) all rates, water rates, or any other outgoings or impositions lawfully assessed in respect of the property or on the Owners or occupiers of it in respect of the Development and all costs of maintaining and repairing the Development in so far as in all such cases the responsibility therefore is not assumed by or recoverable from any third party.
  - All other sums properly expended or incurred by the Developer in relation to carrying out the completion of the Development.
- All proper costs and interests and other finance costs payable by the Developer for undertaking development.

### FOURTH SCHEDULE

### (SPECIFICATIONS)

Structure :

RCC-framed structure with anti-termite treatment in foundation. Cements used: Ambuja, OCL, Lafarge, Ultratech, Birla, ACC, Ramco\*.

Brickwork

Eco-friendly, premium brickwork with Autoclaved aerated concrete (AAC) blocks used for better quality, thermal insulation, reduction of damp.

Elevation

Modern elevation, conforming to contemporary designs.

External

Finish

Paint by certified Nerolac/Asian Paints/Berger applicator\*, and other effects as applicable.

Lobby

Beautifully decorated & painted lobby

Doors & :

Quality wooden frames with solid core flush doors.

Door handles of Godrej/Hafele/ Yale\*. Main door with premium stainless steel handle and eyehole.

Hardware

Main Door Lock by Godrej/Yale\*.



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Internal

Wall Putty.

finish

Windows

Colour anodized / Powder coated aluminium sliding windows with clear glass (using high quality aluminium) and window sills. Large Aluminium Windows in Living Room Balcony.

Flooring

Vitrified tiles in bedrooms / living / dining / kitchen. Granite Counter in kitchen. Premium Ceramic tiles in toilets.

Kitchen counter Granite slab with stainless steel sink.

Wall tiles up to 2 (two) feet height above counter.

Toilets :

Hot and Cold water line provision with CPVC\* pipes.

CP fittings including Health Faucet\* of Jaquar/Kohler/Hindware\*.

Dado of ceramic tiles up to door height. Sanitaryware with EWC with ceramic cistern and basin of Kohler/Jaquar /Hindware\*.

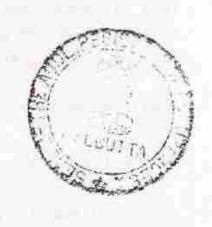
Pipes of Supreme/Skipper/Oriplast\*

Elevator

Passenger Lifts of Kone\*.

Electricals

- a) Concealed Polycab/Havells/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



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points in all bedrooms

- d) One 15A Geyser point in all toilets
- e) One 15A & one 5A points, one 5A refrigerator point, and exhaust fan points in kitchen
- f) One AC point in master bedroom
- g) One washing machine point in the balcony.
- h) Modern MCBs and Changeovers of Havells/HPL/Schneider Electric\*

Water

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.

Landscape

Supply

Professionally designed and executed landscaping.

Generator

24 hour power backup for all common services.

Generator back up of 300 W for 1 bedroom flats,
600 W for 2 bedroom flats and 800 W for 3 bedroom flats.

Security

CCTV cameras, Intercom facility and 24/7 Security
Personnel.

<sup>\*</sup> The specified brands are mentioned to give an indication of the quality we 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.



V

ADFITK STATES

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

### SIGNED AND DELIVERED BY THE OWNER

At Kolkata in the presence

WITNESSES:

1.

MD. MAHFUZ TAKRIM 8.8c, Spl. 8.4(Double), MA II 2, CVR. Advocate & Property Valuer Calcutta High Court

2.

Nilanian Chandra
NILANIAN CHANDRA
H M. Advocate
High Court

Asiatic Board Mills Pvt. Ltd.

Amerograph

Director/Authorised Signatory

SIGNATURE OF OWNER

Nortech Property Pvi. Ltd.

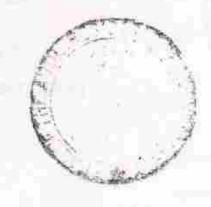
Director/Authorised Signatory

SIGNATURE OF DEVELOPER

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

SANDAY KUMAR JAN

ADVOCATE HIGH COURT, KOLKATA WB/444/2005



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আদ্বার অধার সংখ্যা / Your Aadhaar No.

6488 5175 0431

আখার – সাধারণ মাশ্যের অধিকার



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আধার্ – সাধারণ মালুষের অধিকার







#### শ্তিখা

- जाधात भवित्यात ध्रमान, जालविकाकत ध्रमान मृग्।
- পরিচলের প্রমাণ জনলাইর প্রমানীকরণ ছারা লাভ

#### INFORMATION

- Asulbaar is proof of identity, not of citizenship.
- To establish identity, authoriticate online.
- जामात माता (न्त्र माना)
- আধার ভবিষ্যতে সরকারী ও বেসমকারী পরিষের। প্রান্তির সুহায়ক হবে।
- Aadheat is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future



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10, শর্জ মিনহা মোভ, মিড্রাটন রো, কোশকভা, মিড্রাটন রো, मन्द्रिय अञ्च, 700071

Address. 10, LORD SINHA ROAD, Middlalan Row, Kolkafa, Middleton Row, West Gengal,



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### PERMANENT ACCOUNT NUMBER AACCA1998A



101 /NAME

ASIATIC BOARD MILLS LIMITED

PRINTING THE PRINT 01-04-1940

COMMISSIONER OF INCOME-TAX, WIR -XI

Dhala Line I.



Nortech Fraperty Pvt. Ltd.

Director/Authorised Signatory





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Anapproper



GUVI. DI West bengar

### Directorate of Registration & Stamp Revenue e-Challan

GRN:

19-201819-033585788-1

Payment Mode

Online Payment

GRN Date: 29/01/2019 13:44:35

Bank:

HDFC Bank

BRN:

704052452

BRN Date:

29/01/2019 13:47:59

### DEPOSITOR'S DETAILS

ld No.: 19010000134503/7/2019

[Query No:/Query Year]

Name:

SAURABH JAIN

Contact No.:

Mobile No.:

+91 9051333000

E-mail:

Address:

IDEAL TOWERS 57 DH ROAD KOL23

Applicant Name:

Mr SANJAY KUMAR JAIN

Office Name:

Office Address:

Status of Depositor:

Others

Purpose of payment / Remarks

Sale, Development Agreement or Construction agreement

Payment No 7

### PAYMENT DETAILS

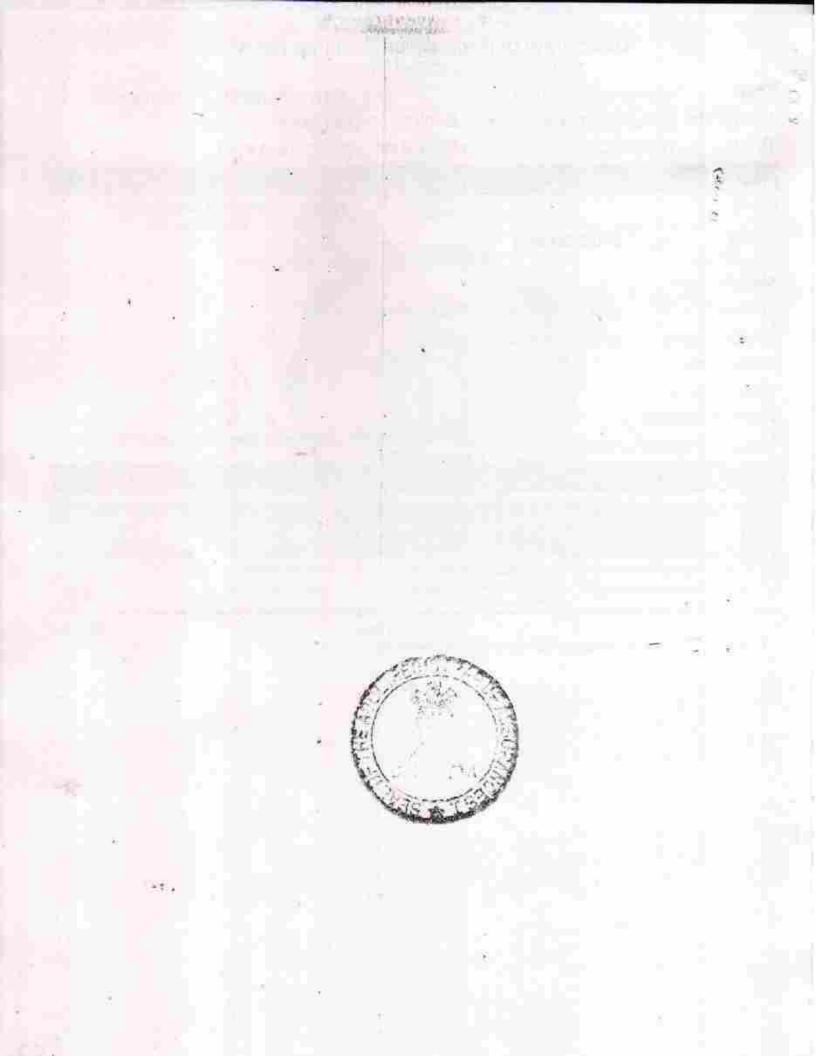
SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹
1	19010000134503/7/2019	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	19010000134503/7/2019	Properly Registration-Registration Fees	0030-03-104-001-16	224105 /

Total

299126

In Words :

Rupaes Two Lakh Ninety Nine Thousand One Hundred Twenty Six only



## Major Information of the Deed

Deed No:	I-1901-00717/2019	Date of D. L		
Query No / Year	1901-0000134503/2019	Date of Registration 30/01/2019		
Query Date		Office where deed is registered		
	25/01/2019 10:20:04 AM	A.R.A I KOLKATA, District: Kolkata		
& Other Details  SANJAY KUMAR JAIN HIGH COURT, Thans: Hare S		treat District to		
ransection		MINUCALE		
0110] Sale, Development A	Agreement as C	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement  Set Forth value		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,24,00,000/-]		
Rs. 1/-		Market Value		
Stampduty Paid(SD)		Rs. 44,05,49,996/-		
Rs. 75,121/- (Article:48(g))		Registration Fee Paid		
Remarks	Possil at D. Fa	Rs. 2,24,105/- (Article:E, E, B, M(a), M(b), I)		
	area)	ly) from the applicant for issuing the assement slip.(Urb		

### Land Details :

District: South 24-Parganas, P.S.- Chitpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Beer Para Lane, Premises No: 24., Ward No: 004 Pin Code: 700030

L1		Bastu		The same of the last of the la		Other Details
			110 Katha 2 Chatak 9 Sq Ft	1/-1		Width of Approach Road: 30 Ft., Adjacent to Metal
Gran	d Total :		181.7269Dec	1 /-	4405,49,996 /-	Road,

## Land Lord Details :

SI No	Name, Address, Photo, Finger print and Signature
	ASIATIC BOARD MILLS PRIVATE LIMITED  29 B, BEERPARA LANE, P.O CHITPUR, P.S Chitpur, District:-South 24-Parganas, West Bengal, India, PIN - Representative  Representative

## Developer Details :

SI No	Name Address, Photo, Finger print and Signature
	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, Status:Organization, Executed by: Representative

## Representative Details:

Name	Photo	Finger Print	
Mr ANIRUDH MODI Son of Mr Ashok Kumar Modi Date of Execution - 29/01/2019, , Admitted by: Self, Date of Admission: 30/01/2019, Place of Admission of Execution: Office	A	go rim	Signature
17/1 Lansdowne Terrace, P.C	Jan 50 2018 11:32AM D:- KALIGHAT, I	LTI 30/01/2019 P.S:- Lake, District:-	30/01/2019
(as AUTHORIZED SIGNATOR	sentative, Repre	du, Occupation: Bus sentative of : NORT	south 24-Parganas, West Bengal siness, Citizen of: India, , PAN No ECH PROPERTY PRIVATE LIM
ACUPM7446C Status : Repre (as AUTHORIZED SIGNATOR Name Mr ANUP GUPTA	s, By Caste: Hin sentative, Repre RY)	du, Occupation: Bus sentative of : NORT	South 24-Parganas, West Bengal siness, Citizen of: India, , PAN No ECH PROPERTY PRIVATE LIM Signature

## Identifier Details :

Mr SANJAY KUMAR JAIN	Name & address
CON OLL RIG DO TAIN	
Caste Hindu Occupation: Advocate	are Street, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, B e, Citizen of: India, , Identifier Of Mr ANIRUDH MODI, Mr ANUP GUPTA

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 Status: Representative, Representative of: ASIATIC BOARD MILLS PRIVATE LIMITED

10/01/2018

SI.No	fer of property for L1	
		To. with area (Name-Area)
	ASIATIC BOARD MILLS	NORTECH PROPERTY PRIVATE LIMITED-181.727 Dec
	PRIVATE LIMITED	LOTT NOTER IT PRIVATE LIMITED-181,727 Dec

# Endorsement For Deed Number: 1 - 190100717 / 2019

#### On 25-01-2019

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

2 Jahr

Debasis Patra ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - I KOLKATA

Kolkata, West Bengal

#### On 30-01-2019

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

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

Presented for registration at 11:05 hrs on 30-01-2019, at the Office of the A.R.A. - I KOLKATA by Mr ANUP GUPTA ...

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

Execution is admitted on 30-01-2019 by Mr ANIRUDH MODI, AUTHORIZED SIGNATORY, NORTECH PROPERTY PRIVATE LIMITED (Private Limited Company), 17/1, Lansdowne Terrace, P.O:- KALIGHAT, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700028

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

Execution is admitted on 30-01-2019 by Mr ANUP GUPTA, AUTHORIZED SIGNATORY, ASIATIC BOARD MILLS PRIVATE LIMITED (Private Limited Company), 29 B, BEERPARA LANE, P.O:- CHITPUR, P.S:- Chitpur, District:-South

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

Certified that required Registration Fees payable for this document is Rs 2,24,105/- ( B = Rs 2,24,000/- ,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 2,24,105/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/01/2019 1:47PM with Govt. Ref. No: 192018190335857881 on 29-01-2019, Amount Rs: 2,24,105/-Bank: HDFC Bank ( HDFC0000014), Ref. No. 704052452 on 29-01-2019, Head of Account 0030-03-104-001-16

### Payment of Stamp Duty

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

Description of Stamp

1. Stamp: Type: Impressed, Serial no 95435, Amount: Rs.100/-, Date of Purchase: 11/01/2019, Vendor name: S

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/01/2019 1:47PM with Govt. Ref. No: 192018190335857881 on 29-01-2019, Amount Rs: 75,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 704052452 on 29-01-2019, Head of Account 0030-02-103-003-02

That .

Debasis Patra ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - I KOLKATA Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2019, Page from 42973 to 43019
being No 190100717 for the year 2019.



Digitally signed by Srijani Ghosh Date: 2019.02.06 13:34:01 +05:30 Reason: Digital Signing of Deed.

food

(Srijani Ghosh) 06/02/2019 13:33:56 ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - I KOLKATA West Bengal.