

भारतीय गैर न्यायिक

पचास
रुपये

रु.50



FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

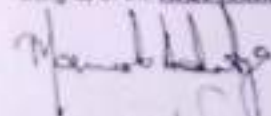

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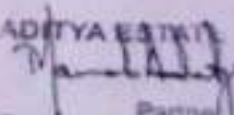
DEVELOPMENT AGREEMENT for 33/1, K.B Sarani, Kolkata-700090

This Agreement of joint venture made and executed on this the 15 day of JULY 2020

BETWEEN

1. **MR. MANOJ ADITYA**, (PAN NO.-ACJPA1821A), son of Late Biman Kumar Aditya, aged about 56 years, by faith - Hindu, Nationality-Indian, carrying on business under the name and style of **M/S. ADITYA ESTATE DEVELOPERS**, as a sole Proprietor thereof, having its office at 182 Jessore Road, Kolkata-700 074, Police Station -Dum-Dum, Post Office Motijheel and residing at at 182, Jessore Road, Kolkata-700 074, Police Station -Dum-Dum, Post Office Motijheel and 2. **SMT. JAYATI ADITYA**, (PAN NO.-ACJPA18168), wife of Sri Manoj Aditya, aged about 51 years, by faith - Hindu, Nationality-Indian, by occupation - House-wife and Business, residing at 182, Jessore Road, Kolkata-700 074, Police Station -Dum-Dum, Post Office Motijheel. AND 3. **M/S. ADITYA ESTATE DEVELOPERS**, a Proprietorship Company having its Registered Office at, 182, Jessore Road, Kolkata-700 074, Police Station -Dum-Dum, Post Office Motijheel, being represented by its Proprietor namely, **MR. MANOJ ADITYA**, (PAN NO.-ACJPA1821A) hereinafter collectively referred to as '**the OWNERS**' (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, legal representatives, administrators, successors-in-interest and/or assigns) of the **FIRST PART**:

ADITYA ESTATE

Partner

004935

INDIAN CURRENCY BANK
Postage Card, Values 10000/-

Sold to _____

of _____

Rs. 50/- (FIFTY ONLY)
KRONATI MUKHERJEE
LICENSED STAMP VENDOR
9, INDA EXCHANGE PLACE,

Date _____ Sign _____

23 APR 2015

And

M/S ADITYA ESTATE, a Partnership Firm having its Registered Office at, 148, Jessore Road, Kolkata - 700074, West-Bengal being represented by one of its Managing Partner namely, Mr. Manob Aditya, (PAN No ACJPA1821A), son of Late Biman Kumar Aditya, aged 56, by faith Hindu, by occupation -business, residing at 182, Jessore Road, Kolkata 700 074. P.O. - Motiheel, P.S. Dum Dum, hereinafter referred to as " **The DEVELOPER** ", (which expression shall unless excluded by or repugnant to the context be deemed to include its legal representatives, successors-in-office, administrators) of the **SECOND PART**

AND

WHEREAS:

1. One Smt. Sukumari Dasi (Dutta) widow of Late Maniklal Dutta by a registered Deed of Sale dated 16th March 1903 duly registered at the office of the Registrar of Assurances, Calcutta recorded in book No. 1 Volume No. 5, pages from 111 to 119, Being no. 568, for the year 1903 purchased and acquired All That land measuring 14 bighas 14 cottahs 15 chittacks 42 Sq. ft. situate lying at and being Premises No. 33 K.B. Sarani, J.L. No. - 13, Revenue Survey no. 177, Touzi no. - 3194, consisting of R. S. Dag nos- 2283,2284,2286 and 2287 under P.S. - Dum-Dum, within the limit of Dum-Dum Municipality, in the District of - 24 Parganas (North), bearing holding no. 17 (hereinafter referred to as the said PROPERTY) in pursuance of an order of the Hon'ble High Court at Judicature at Fort William in Bengal dated the 23rd June, 1902 passed in the Suit No. 409 of 1892 in the year 1903 from the appointed Receiver of the Hon'ble High Court in the said suit namely Mr. Henry Lesson Bell, Bar-at-Law in favour of one Smt. Roop Manjori Dasi who assigned the sale in favour of the said Smt. Sukumari Dasi.

2. The said Smt. Sukumari Dasi (Dutta) while in possession of the said property died intestate sometimes in the year 1935 leaving her surviving her, her 4 (four) sons namely (1) Radha Prasad Dutta, (2) Baidyanath Dutta, (3) Tarak Nath Dutta and (4) Dunilal Dutta, who upon her death became entitled to the

Manob Aditya
Jayanti Aditya

ADITYA ESTATE
Manob Aditya
 Partner

said property and had caused their names to be mutated in the concerned Municipality and had been paying the Municipal Taxes and other outgoings in respect of the said property and was in absolute possession thereof.

The said Radha Prasad Dutta died intestate sometime in the year 1956 leaving him surviving him, his four sons namely (1) Monohar Kumar Dutta, (2) Akshay Kumar Dutta, (3) Mohon Chand Dutta and (4) Kangali Charan Dutta as his only heirs and/or legal representatives who upon his death became jointly entitled to his undivided one fourth share or interest into or upon the said Property.

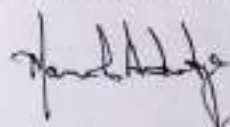

The said Kangali Charan Dutta one of the sons of Late Radha Prasad Dutta purchased and acquired the entire share of Late Monohar Kumar Dutta and maximum share of Late Akshay Kumar Dutta and the balance share of Akshay Kumar Dutta was purchased by one Sri Nepal Chandra Seal.

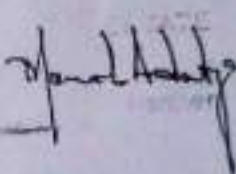
The said Mohon Chandra Dutta transferred the entirety of his share in favour of one Dunilal Dutta during his lifetime.

Thus Kanagali Charan Dutta being entitled to his own share including the share purchase and acquired by him of Monohar Kumar Dutta and the maximum share of Akshay Kumar Dutta died intestate leaving him surviving him, his widow Smt. Jogomaya and his only daughter Smt. Juthika Dutta and one son namely Shyamalendu Dutta as his only heirs and/or legal representative

The said Baidyanath Dutta one of the sons of Smt. Sukumari Dasi (Dutta) also died intestate leaving behind him surviving him, his widow Smt. Radha Binodini Dutta, his four sons namely (1) Dulal Charan Dutta, (2) Nilmoni Dutta, (3) Nema Chand Dutta, (4) Subol Chandra Dutta, and two daughters namely (1) Ms. Annapurna Mullick and (2) Ms. Laxmi Moni Mullick as his only heirs and/or legal representatives who upon his death became entitled to his undivided one fourth share or interest into or upon the said Entire Property.

The said Dulal Chandra Dutta one of the said of Late Baidya Nath Dutta also died intestate leaving behind him surviving him, his widow Annapurna Dutta, his two daughters (1) namely Nilima Chandra and (2) Ashima Sen and three sons namely (1) Rajendra Lal Dutta, (2) Birendra Lal Dutta and (3) Ashoke Kumar Dutta as his only heirs and/or legal representatives



The said Nilmasi Dutta died intestate leaving him surviving him, his widow Mahamaya Dutta, his only son Debasis Dutta and three daughters namely (1) Anima Dutta, (2) Purnima Dutta and (3) Bandana Dey, as his only heirs and/or legal representatives.

The said Tarak Nath Dutta one of the sons of Late Smt. Sukumari Dasi (Dutta) also died intestate leaving him surviving him, his three sons (1) Jugal Kishore Dutta, (2) Banamali Dutta, (3) Keshab Chandra Dutta as his only heirs and/or legal representatives who upon his death jointly became entitled to his undivided one fourth share or interest into or upon the said property.

The said Jugal Kishore Dutta also died intestate leaving him surviving him, his only son namely Sri Prasanta Kumar Dutta.

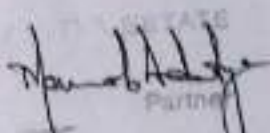
The said Banamali Dutta died intestate leaving him surviving him, his widow Smt. Saraswati Dutta and his only daughter Smt. Aparna Dhar as his only heir and/or legal representatives.

The said Dumlal Dutta one of the sons of Smt. Sukumari Dasi (Dutta) also died intestate leaving him surviving him, his four sons namely (1) Laxman Chandra Dutta, (2) Bipin Behari Dutta, (3) Ganesh Chandra Dutta, (4) Rupchand Dutta as his only heirs and/or legal representatives who jointly became entitled to his undivided one fourth share or interest.

The said Bipin Behari Dutta one of the sons of Late Dumlal Dutta also died intestate leaving him surviving him, his only son Madhusudan Dutta and three daughters namely (1) Arati Mullick, (2) Pranati Chandra and (3) Jayanti Dutta as his only heirs and/or legal representatives.

All the heirs and/or legal representatives of Late Smt. Sukumari Dasi (Dutta) on 27.05.1954 leased out the said Property to M/S Jessop & Co Ltd. of No. 63, Netaji Subhas Road, Calcutta for a period of 15 years on and from the first day of May, 1954 in terms of the Lease Deed executed in its favour in respect of the portion of land with buildings, out houses, godown, servant quarters and other tile shed structures covering the entire portion of the land comprised in Dag Nos. 2283 and 2284 excluding the paddy land and other comprised in Dag Nos. 2281, 2282 at and for a monthly rent of Rs. 400/- payable as per the English Calendar.





 Partner

The heirs of said Late Smt. Sukumari Dashi disposed of the paddy land and other lands comprised in Dag nos. 2281, 2282 in, Mouza - Dum-Dum Cantonment J.L.No - 13, Revenue Survey no. 177, Touzi no. - 3194 within the District of - 24 Parganas (presently 24 Parganas North), leaving remaining the landed property, measuring 7 Bighas 17 chittacks and 9 Sq. ft. comprised in Dag No. 2283, 2286 and 2287.

17. The said Deed of Lease executed in favour of the said Jessop & Co Ltd expired on 30th April, 1969 and the heirs of late Smt. Sukumari Dashi wrote a letter to the Managing Director, Jessop & Company Ltd to release the said leasehold property and deliver khas possession and to pay the damages which took place to Buildings structures and godown.
18. The said Lessee namely M/S Jessop & Company Ltd. of 63, Netaji Subhas Road, Calcutta accepted and agreed to purchase the said property in it's then dilapidated/damaged condition together with the structures and buildings and did not deliver the possession of the said property and upto the month of February, 1995 and were paying the damage charge for their possession of the said property at the rate of Rs. 400/- (Rupees four hundred) only per month payable as per the English Calendar.
19. The said from the month of March, 1995 not only stopped paying the said damage charges per month but also denied to proceed further for purchasing of the said property and has did not make over the possession of the same to the heirs of Late Sukumari Dasi.
20. By a registered Deed of Conveyance dated 07.03.1997 and registered at the office of the Addl. District Sub-Registrar Cossipore Dum-Dum, Copied in Book No. 1, Volume No. 47 Pages. 345 to 360(u), Being No. 1992 for the year 1997 the heirs of Late Sukumari Dashi namely Smt. Mahamaya Dutta and others sold, transferred and conveyed unto and in favour of Sri Manob Aditya and Smt. Jayati Aditya ALL THAT piece or parcel of land measuring an area 12 Cottahs 09 Chittaks 37 Sq. ft. with structure standing thereon being Plan-Plot No. 2, comprised in C.S. Dag No. 2284 under Ward No. - 22, Holding No. 33, Khudiram Bose Sarani, Police Station - Dum-Dum, within the limits of Dum-Dum Municipality, in the District of 24-Parganas (North), morefully and particularly described in the schedule thereunder written.

Manob Aditya
 Jayati Aditya

ADITYA ESTATE
 Manob Aditya
 Partner

21. By another Deed of Conveyance dated 07.03.1997 registered at the office of the Addl. District Sub-Registrar Cossipore Dum-Dum, Copied in Book No. 1, Volume No. 47 Pages. 361 to 376(b), Being No. 1993 for the year 1997 the heirs of Late Sukumari Dasi namely Smt. Mahamaya Dutta and others therein referred to as the Vendors sold, transferred and conveyed in favour of M/5 Aditya Estate Developers ALL THAT piece or parcel of land measuring an area 10 Cottahs 05 Chittaks 15 Sq. ft. with structure standing thereon being Plan Plot No. 3, comprised in C.S. Dag No. 2284 under, at Mouza - Dum-Dum Cantonment, Holding No. 33, Khudiram Bose Sarani, Police Station - Dum-Dum, within the limits of Dum-Dum Municipality, in the District of 24-Parganas (North), morefully and particularly described in the schedule thereunder written.
22. By another Deed of Conveyance dated 07.03.1997 registered at the office of the Addl. District Sub-Registrar Cossipore Dum-Dum, Copied in Book No. 1, Volume No. 47 Pages. 377 to 396(b), Being No. 1994 for the year 1997 the said Vendors namely Smt. Mahamaya Dutta and others therein referred to as the Vendors sold, transferred and conveyed in favour of Mr Manob Aditya and Sri Biman Kumar Aditya ALL THAT piece or parcel of land measuring an area 21 Cottahs 08 Chittaks 04 Sq. ft. with structure standing thereon being Plan Plot No. 5, comprised in C.S. Dag No. 2284 under, at Mouza - Dum-Dum Cantonment, Holding No. 33, Khudiram Bose Sarani, Police Station - Dum-Dum, within the limits of Dum-Dum Municipality, in the District of 24-Parganas (North), morefully and particularly described in the schedule thereunder written.
23. By another Deed of Conveyance dated 07.03.1997 registered at the office of the Addl. District Sub-Registrar Cossipore Dum-Dum, Copied in Book No. 1, Volume No. 48 Pages. 1 to 20, Being No. 1995 for the year 1997 the said Smt. Mahamaya Dutta and others described therein as the Vendors sold, transferred and conveyed to Mr Manob Aditya and Sri Biman Kumar Aditya ALL THAT piece or parcel of land measuring an area 21 Cottahs 08 Chittaks 40 Sq. ft. with structure standing thereon being Plan Plot No. 4, comprised in C.S. Dag No. 2284 under, at Mouza - Dum-Dum Cantonment, Holding No. 33, Khudiram Bose Sarani, Police Station - Dum-Dum, within the limits of Dum-Dum Municipality, in the District of 24-Parganas (North), morefully and particularly described in the schedule thereunder written.

Manob Aditya
 Jagati Aditya

ADITYA ESTATE
 Manob Aditya
 Partner

By another Deed of Conveyance dated 07.03.1997 registered at the office of the Addl. District Sub-Registrar Cossipore Dum-Dum, Copied in Book No. 1, Volume No. 48 Pages. 21 to 34, Being No. 1996 for the year 1997 the said Smt. Mahamaya Dutta and others described therein as the Vendors sold, transferred and conveyed to Mr. Manob Aditya and Smt. Jayati Aditya ALL THAT piece or parcel of land measuring an area 22 Cottahs 13 Chittaks 15 Sq. ft. with structure standing thereon being Plan Plot No. 1, comprised in C.S. Dag No. 2286, 2287, 2284, 2283 under, Ward No. - 22, Holding No. 33, Khudiram Bose Sarani, Police Station - Dum-Dum, within the limits of Dum-Dum Municipality, in the District of 24-Parganas (North), morefully and particularly described in the schedule thereunder written.

25. By another Deed of Conveyance dated 07.03.1997 registered at the office of the Addl. District Sub-Registrar Cossipore Dum-Dum, Copied in Book No. 1, Volume No. 48 Pages. 35 to 48, Being No. 1996 for the year 1997 the said Smt. Mahamaya Dutta and others described therein as the Vendors sold, transferred and conveyed to M/S Aditya Estate Developers ALL THAT piece or parcel of land measuring an area 16 Cottahs 04 Chittaks 00 Sq. ft. with structure standing thereon being Plan Plot No. 7, comprised in C.S. Dag No. 2283 under, Ward No. - 22, holding No. 33, Khudiram Bose Sarani, Police Station - Dum-Dum, within the limits of Dum-Dum Municipality, in the District of 24-Parganas (North), morefully and particularly described in the schedule thereunder written.

30. By a Deed of Conveyance dated 07.03.1997 registered at the office of the Addl. District Sub-Registrar Cossipore Dum-Dum, Copied in Book No. 1, Volume No. 48 Pages. 49 to 64(b), Being No. 1998 for the year 1997, Smt. Mahamaya Dutta and others described therein as the Vendors sold, transferred and conveyed to Mr. Manob Aditya and Sri Biman Kumar Aditya ALL THAT piece or parcel of land measuring an area 22 Cottahs 12 Chittaks 13 Sq. ft. with structure standing thereon being Plan Plot No. 6, comprised in C.S. Dag No. 2284 under Ward No. - 22, holding No. 33, Khudiram Bose Sarani, Police Station - Dum-Dum, within the limits of Dum-Dum Municipality, in the District of 24-Parganas (North), morefully and particularly described in the schedule thereunder written.

37. By a Deed of Conveyance dated 07.03.1997 registered at the office of the Addl. District Sub-Registrar Cossipore Dum-Dum, Copied in Book No. 1, Volume No. 48 Pages. 65 to 78, Being No. 1997 for the year 1997, Smt. Mahamaya Dutta and

Manob Aditya
Jayati Aditya

ADITYA ESTATE

Manob Aditya
Partner

others described therein as the Vendors sold, transferred and conveyed to M/S Aditya Estate Developers ALL THAT piece or parcel of land measuring an area 15 Cottahs 15 Chittaks 40 Sq. ft. with structure standing thereon being Plan Plot No. 8, comprised in C.S. Dag No. 2284 under Ward No. - 22, holding No. 33, Khudiram Bose Sarani, Police Station - Dum-Dum, within the limits of Dum-Dum Municipality, in the District of 24-Parganas (North), morefully and particularly described in the schedule thereunder written.

28. By a registered Deed of Gift dated 14.03.2005 registered at the office of the Addl. District Sub-Registrar Cossipore Dum-Dum, Copied in Book No. 1, Volume No. 137 pages 149 To 156 being No. 4806 for the year 2005 the said Biman Kumar Aditya (since deceased) therein referred as the Donor during his lifetime granted, transferred and conveyed by way of Gift unto and in favour of Sri Manoh Aditya therein referred to as the Donee, ALL THAT piece or parcel of undivided $\frac{1}{2}$ (half) share in the land measuring an area 65 Cottahs 14 Chittaks 03 Sq.ft; (purchased jointly vide Deed No. 1994, 1995, 1998 all for the year 1997 of Sub-Registrar Cossipore Dum-Dum) comprised in C.S. Dag No. 2284 under Ward No. - 22, holding No. 33, Khudiram Bose Sarani, Police Station - Dum-Dum, within the limits of Dum-Dum Municipality, in the District of 24-Parganas (North), morefully and particularly described in the schedule thereunder written.

29. As such the said (1) Manoh Aditya (2) Smt. Jayati Aditya and (3). Aditya Estates Developers, are thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area 07 Bigha 17 Cottahs 03 Chittaks 09 Sq.ft; with several structure standing thereon comprised in C.S. Dag No. 2283, 2284, 2286, 2287 under Ward No. - 22, Holding No. 33, Khudiram Bose Sarani, Police Station - Dum-Dum, within the limits of Dum-Dum Municipality, in the District of 24-Parganas (North).

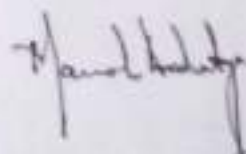
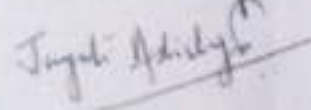
30. The said Manoh Aditya, Smt. Jayati Aditya, Aditya Estates Developers, the Owners herein, amalgamated the lands acquired by them to form one holding

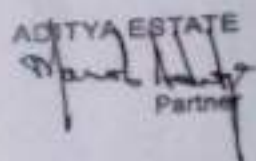
Manoh Aditya
 Jayati Aditya

ADITYA ESTATE
 Manoh Aditya
 Partner

which has since been numbered as Premises No. 23, Mall Road, Police Station - Dum-Dum, within the limits of Dum-Dum Municipality, in the District of 24-Parganas (North) The Owners filed a Suit being Suit No. 301 of 1996 against Jessop & Co., before 2nd Court at Sealdah, Civil Judge (Jr. Division) and by judgment and decree dated 31.06.2006 the Learned 2nd Court at Sealdah directed the said Jessop & Co Ltd to handover the vacant Khas possession of the suit property in favour of the Plaintiffs namely the Owners herein.

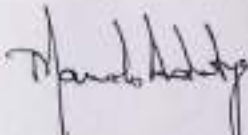
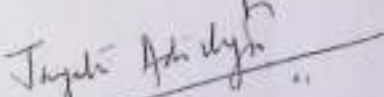
14. Being aggrieved by the said Order the said Jessop & Co Ltd filed a Title Appeal bearing No. 39 of 2006 before the Ld. Additional District Judge at Barrackpore. The said Title Appeal was dismissed on contest by judgment dated 18.04.2008 confirmed and affirmed the judgment and decree of the Ld. Civil Judge (Jr. Division), at Sealdah in T.S. No. 301/96.
15. Being Aggrieved with the Judgment and Decree of the Ld. Additional District Judge - Barrackpore, the Defendant Company preferred a Second Appeal before the Hon'ble High Court at Calcutta being No.A No. 545 of 2008.
16. The Second Appeal bearing No. A No.545 of 2008 was dismissed on contest by Hon'ble Justice Tapan Kumar Dutta dated 23.12.2010 directing the defendant to vacate & quit the Suit property and make over peaceful and khas possession in favour of the Plaintiff within 03 (three) months from the day of judgment failing which the Plaintiffs will be at liberty to put the decree into the execution.
17. Being aggrieved with the above order Jessop & Co, filed a Special Leave Petition (SLP) No. 13985 of 2011 when the Apex Court on consideration stayed the operation of the judgment of the Hon'ble High Court subject to the Lessee's company, the Appellant to pay Rs. 4.5 Lacs per month as use and occupation charges with effect from 1st January 2012 and order of conditional stay if Jessop & Co, does not comply with the order shall stands automatically vacated.
18. The said Jessop & Co Ltd. defaulted in making payment of the occupation charges and as prayed for condonation of delay before the Hon'ble Apex Court. On 06.11.2012 the Petition was mentioned and the Hon'ble Mr. Justice G.S. Singh and the Hon'ble Justice S.I. Mukhopadhyay dismissed the said application for condonation of delay.
19. The Owners mentioned execution Case No. 7/08 and on 09.01.2013 the Ld. Trial Court issued writ for delivery of Khas possession directing the Court Bailiff to execute the writ.

ADITYA ESTATE

Partner

Accordingly on 19.01.2013 the Court Bailiff in compliance of the direction of the Learned Executing Court delivered vacant Khas and peaceful possession to the owners herein.

30. The Owners are thus absolutely seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area 07 Bigha 17 Cottahs 03 Chittaks 09 Sq. ft. with several structure standing thereon Holding No. 33, Khudiram Bose Sarani, Kolkata - 700 080, Dist: 24 Parganas North, Police Station - Dum-Dum, within the limits of Dum-Dum Municipality, under Ward No. 22, in the District of 24-Parganas, (North).
31. The Owners have divided the said property into three lots such as 50 kottas as Plot No. 33/1 K.B. Sarani and 80 Kottas AS 33 K.B. Sarani, and 27 Kottas as common passage and Private Parking Lot of both the plots of 33 & 33/1, K.B. Sarani Kolkata 700 080 and such apportion and mutation has been properly obtained from the local municipal authority Dum- Dum. The owners kept a divided and demarcated portion of the said Entire Property containing by estimation an area of 50 cottahs (more or less) has been reserved for the purpose of putting up a Housing Project for residential purposes (more fully and particularly mentioned and described in First Schedule hereunder written and hereinafter referred to as the RESIDENTIAL AREA).
32. The owners have sanctioned the building plan bearing No. **PWD/Admin/Plan - G+V/32/2014-15 dated 17.03.2015** of 33/1, K. B. Sarani, Kolkata - 700 080 from Dum-Dum Municipality at their own cost and effort.
33. A divided and demarcated portion of the **Passage** of the said Entire Property containing by estimation an area of 27 cottahs (more or less) has been reserved as Private Parking and **Common Passage** for 33 & 33/1, K. B. Sarani, Kolkata - 700 080 (hereinafter referred to as the PASSAGEWAY more fully and particularly mentioned and described in the Schedule hereunder written).

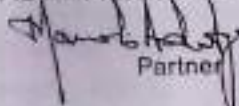
ADITYA ESTATE

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The owners to commercially exploit and make gains on the 50 kotta of land, have entered into a **Development Agreement** with the developers M/s ADITYA ESTATE, for Housing Project on Block A & B on the Plot No. 33/1, K. B. Sarani Kolkata 700 080. The Developer is engaged in the business of undertaking development of real estate and/or properties and has acquired great skill, expertise and also has at its command an experienced Professional team for the purpose of undertaking development of properties.

41. The owners herein by their own effort in initiative and expense have constructed the boundary wall and got sanctioned of the building plan from the Dum-Dum Municipality in their name and by their own expense and effort.
42. The Developer being interested to do businesses with the land 33/1,k.b.Sarani, Kolkata - 700080, the developer have entered into a **Development Agreement** with the land owners on dated But the developer will acquire the right and authority to enter in this agreement for sale of flat/car park /unit with the purchaser/purchasers only after paying the full amount of security deposit and the proportionate plan sanction cost.
43. The parties hereto namely the Owners and the Developer have agreed to put their respective resources and signature for mutual benefit for the purpose of undertaking development of the said Residential Area on 33/1,K. B. Sarani, Kolkata - 700080.


Jugal Aditya

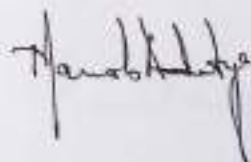
ADITYA ESTATE

 Partner

NOW THIS AGREEMENT WITNESSETH, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:-

1. DEFINITIONS:

Unless in this Agreement there be something contrary or repugnant to the subject or context the following words shall have the following meanings:-

"OWNERS" shall mean MR. MANOB ADITYA, (PAN NO. - ACJPA1821A) son of Late Biman Kumar Aditya, aged about 56 years, by faith - Hindu, Nationality-Indian, carrying on business under the name and style of M/S. ADITYA ESTATE DEVELOPERS, as a sole Proprietor thereof, having its office at 182, Jessore Road, Kolkata-700 074, Police Station -Dum-Dum, Post Office Motijheel, and residing at at 182, Jessore Road, Kolkata-700 074, Police Station -Dum-Dum, Post Office Motijheel, and SMT. JAYATI ADITYA, (PAN NO.-ACJPA18168), wife of Sri MANOB ADITYA, aged about 51 years, by faith - Hindu, Nationality-Indian, by occupation - House wife and Business, residing at 182 Jessore Road, Kolkata-700 074, Police Station -Dum-Dum, Post Office Motijheel.



ADITYA ESTATE



Partner

'OWNERS ALLOCATIONS/SHARES' - shall mean 47% of the sale value of all the saleable space of the project

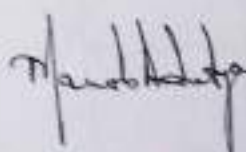
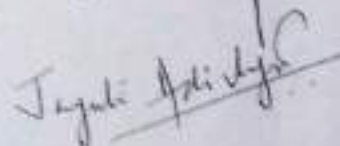
'DEVELOPER'S ALLOCATION/SHARE' - shall mean 53% of the sale value of all the saleable space of the project

'ALLOCATION/SHARE' - shall mean the Share of the entire Sale proceeds in the Project to be constructed on the said Premises TOGETHER WITH the share of car parking spaces in the Project and share of ultimate roof of the New Buildings in the Project AND TOGETHER WITH the undivided proportionate impartible part or share in the said Premises attributable thereto AND TOGETHER WITH the share in the same proportion in all Common Areas, Facilities and Amenities.

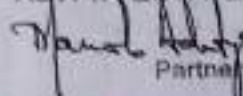
'PLAN' - shall mean the plan for construction of the Project already sanctioned ON 11/1, K. B. Sarani, Kolkata - 700 080, by the Dum Dum bearing No. PWD / Admin / Plan - G - V /32/2014-15 dated 17.03.2015 SUBJECT TO modifications and/or alterations thereto and/or revisions thereof from time to time made or to be made by the Developer by its his own cost and effort with consultation with the Owners either under advice or on the recommendation of the Architect or agreed upon between the Parties from time to time.

'PROJECT' - shall mean the residential Buildings Block "A & B" to be developed and constructed by the Developer on the said Premises in accordance with the terms of this Agreement and Plans already sanctioned by the Dum Dum Municipality and making the same fit for habitation / sale and transfer in favour of intending Transferees, along with the amenities.

'Block' shall mean Block "A & B" which is a multistoried building comprising of self contained independent Units, Car Parking Spaces, or any of the Common Areas, Facilities and Amenities to be constructed at the said Premises according to the Plan already sanctioned by the Dum Dum Municipality.

ADITYA ESTATE


 Partner

SUBJECT TO horizontal / vertically extension, modifications and/or alterations thereto and/or revisions thereof from time to time. Block -A consists of 4(four) G+5 Towers and Block-B consists of 5(five) G+5 Towers.

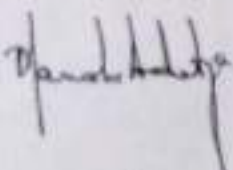
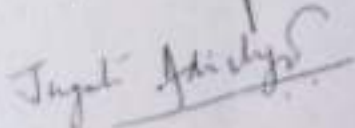
'UNIT' - shall mean each unit/flat, and/or area to be sold to the Transferees/ Purchasers in any floor of the Buildings, without on the roof and/ or terrace of such Buildings to be constructed in the Project, other than Car Parking Spaces.

CAR PARKING SPACE' - shall mean the open and/or covered spaces in any part of the Project, expressed or intended to be reserved for parking of motor cars/Two wheelers, in accordance with the Plan already sanctioned by the Dum Dum Municipality SUBJECT TO modifications and/or alterations thereto and/or revisions thereof from time to time.

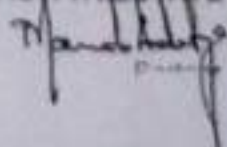
SPECIFICATIONS' - shall mean the specifications for construction of the Project as mentioned in the **forth SCHEDULE** hereunder written subject to the alterations or modifications as may be decided by the Developer and its agents with prior notice / intimation to the Owners from time to time.

COMMON AREAS, FACILITIES AND AMENITIES' - shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, lift shafts, lifts, pump house, overhead water tanks, reservoirs, water pumps and motors, drive-ways, common lavatories, generator, electrical substations, lawns, playgrounds, children play area, games court and on community hall, Plumbing lines, drains, sewers, and any other open spaces and other spaces, facilities and utilities in the Project which may be provided by the Developer, more fully and particularly described in the **THIRD SCHEDULE** hereunder written.

MAINTENANCE-IN-CHARGE' - This shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities for the Common Purpose to be contributed, borne, paid and shared by the Transferees .

ADITYA ESTATE



VALIDITY - Validity of this will depend on the time bound compliance of the obligations of the Developer. The validity shall also mean the time period of this Agreement which is 60 (sixty) months with an extension of another 6 (six) months, from the date of execution of this Agreement. **This is the essence of this agreement.**

'SALEABLE SPACE/SPACES' shall mean the space/spaces, flat/s, unit/s, residential space/s, car parking space/s or other covered and/or open area or areas in the New Building and/or in the said Premises or at the said Project available for the independent use and occupation after making due provisions for common facilities and amenities and the space require thereof.

PURCHASER/TRANSFRES' shall mean and to be read as follows :-

- a) THIS expression "Purchaser" shall mean and include his heirs, executors, administrations, successors legal representatives .
- b) THIS shall mean all the prospective or actual purchaser / Transferees who for the time being have agreed to acquire any Unit and/or Car Parking Spaces in the Project . ' shall according to its context mean all the person who agreed to own Units /Flats/Spaces in the New Building and/or in the said Premises including the Developer and owners for the Units/ Flats/Spaces not sold or agreed to be sold.

COMPLETION NOTICE - shall mean the notice to be provided by the Developer to the Owners as contemplated hereinafter in this Agreement. At the same time a " Notice of satisfaction " should also be given by the owners to the Developers.

Mandhata
Jayanti Patil

Mandhata

AGREEMENT FOR SALE shall mean the Agreement between the Developer and the Purchaser/s and/or Nominator/s of the Purchaser/s by him as well as the subsequent understanding arrived at between the parties hereto for sale of the said Units / Flats/Spaces in the New Building or at the said Premises. All agreement for sale with the intended buyers will be signed by the Developer and the owners. For this both the party may individually authorize any person as their representative.

2. COMMENCEMENT :

This Agreement shall be deemed to have come in force on and with effect from the date of signing of this agreement of Joint Development dated.....

3. OWNERS REPRESENTATIONS :

The Owners has represented and warranted to the Developer as follows:

- (a) The Owners is seized and possessed of and well and sufficiently entitled to the said Premises. No person has any right, title and/or interest, of any nature whatsoever in the said Premises or any part thereof, save and the owners.
- (b) After execution of this Agreement, the Owners shall not do any act, deed, matter or thing which may affect the development and construction of the Project by the Developer or which may cause charges, encroachments, litigations, trusts, liens, attachments and liabilities on the Premises.
- (c) The said Premises or any part thereof is not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owners and the said Premises is not attached under any decree or order of any Court of Law or by the Income Tax Department, or by any other Government authority.
- (d) The Owners have not done and shall not do any act whatsoever that would in any way impair, hinder and/or restrict the grant of rights to Developer under this Agreement.

Mansabkhatra
Jyoti Adichya

ACTYASERTS
Mansabkhatra
 Partner

The Owner is seized and possessed of All that the piece and parcel of Block "A & B" on the 50 Cottahs of land along with common passage, lying at Mouza- Dum Dum Cantonment, having Holding No. 33/1, K B Sarani (Mall Road), Kolkata - 700 080. Further, the owners declare that this agreement of joint venture is only on block "B" and not in block "A".

Further Owners have not done any act and/or knowingly suffered or been party to any deed, matter or thing, whereby Block "A & B" on the said Premises or any part thereof can or may be impeached, encumbered or affected in title.

4. DEVELOPER'S REPRESENTATIONS:

The Developer has represented and warranted to the Owners as follows:

The Developer is carrying on business of construction and development of real estate and has sufficient financial resources, infrastructure and expertise in this field and to carry out development and construction of the Project in terms of this Agreement;

- b) The Developer has full power and authority to execute, deliver and perform its obligations under this Agreement;
- c) The Developer has carried out inspection of the Premises and is completely satisfied after examination and verification of all the documents regarding the title of the Owners in respect of the said Premises. And on the basis of such examination the developer have decided to sign this Development agreement for the development of Block "B" of Project "SKY PARK". The Developer further declares that they are absolutely and completely satisfied about the marketable title on this land at 33/1, K.B.Sarani, Kolkata - 700 080.
- d) The execution, delivery and performance of this Agreement and all instruments or agreements required hereunder do not conflict with, contravene, violate, result in the breach of, constitute a default under or

Manab Mohanty
Jayati Prasad

ACTIVA ESTATE
Manab Mohanty
 Partner

accelerate performance of any agreement or instrument to which the Developer is a party or any covenant, agreement, understanding, decree or order, injunction, award to which it is a party.

- e) The Developer shall phase wise complete the development of the Project along with the drain, internal Road, Safety Tank, for Block "B". The construction of each tower shall be done in "Phase Wise Manner" in accordance with

building sanctioned plan granted by Dum Dum Municipality. The Developer shall also provide the amenities in the building.

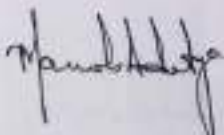
The Block - B consists of 5 (five) towers, namely T1, T2, T3, T4, T5.

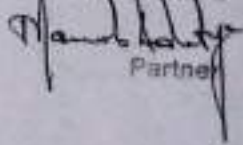
Phase I consists of T2& T5. Phase II consists of T2 & T3. Phase III consists of T4.

- f) If the sanctioned Plan is modified from time to time and in compliance with all applicable laws, it will be done at the cost of the Developer.
- g) Be it mentioned that the charges / fees for the completion certificates of the Block B from Dum Dum municipality will be borne absolutely by the developer/ Second Part. The owner/ the First Part will never be a part of this.
- h) But let it be mentioned that The Developer will complete the construction of "B" Block at 33/1, K.B.Sarani, Kolkata 700 080 within 60 (sixty) months from the date of this agreement. The Developer will also consult with the owners for any change in the construction plan for the betterment of the project.

As per terms of this Agreement, no local donation and subscriptions will be borne by the landowners. This will be handled and settled by the developer Company.

After detail discussion the Developer has finalized and settled the value of construction already made by the owners upto two and half storied RCC Structure along with the foundation and sanction fees of Block- B . The total cost of the construction and sanction has been settled at Rs. 2.56 Corer. The developer has clearly agreed to reimburse from the sale proceed the cost of the


Jayesh Kumar

ADITYA ESTATE

 Partner

construction to the owners of the land. This amount will not be deducted or adjusted from the 47% share of the owners. This is also the essence of this Joint Venture Agreement.

6. **POWER of ATTORNEY :**

To enable the Developer to specifically perform its obligations arising out of this Agreement and subject to the other terms and conditions of this agreement. The Owners hereby agrees to execute a registered power of attorney ("POA") for the "B- Block" in favour of Mr. Manob Aditya, the signing Partner of "the developer" herein. The POA executed by the Owners in favour of Mr. Manob Aditya shall remain effective and registered for the entire term of this Agreement so as to enable the Developer to perform all its obligations as stated under this Agreement.

For the purpose of construction and completion of this project, the Developer shall not be entitled to appoint or constitute any person or organization as the power of attorney holder under this said POA .

But, the Developer hereby is fully authorised to appoint any person for the purpose of registering the conveyance deeds.

8. **Title Deeds :**

- 8.1 The photocopies of all original documents in respect of the said property shall be kept by the Developer after signing of this Blockwise Development Agreement .
The owners declare that the title documents / deeds of the Land related to the Development project will remain in their command and custody.

Manob Aditya
Jagat Aditya

ADITYA ESTATE
Manob Aditya
Partner

Simultaneously with the execution of this Agreement, the Owners shall produce from time to time to the Developer/Developer's Advocate, the original title deeds, documents, order copies of the Courts which would be held by the Owner without any lien thereon. The Owners will produce or cause to be produced at the Developers' request, the original title deeds if required by the Developer for any purpose inter-alia for providing inspection to authorities.

8.2 The following are agreed between the Developer and the Owners:-

- (a) **Ratio of owner and developer** : The Sale proceeds of the total constructed area according to the sanctioned plan of the project shall be divided in the form of revenue sharing between the Developer and the Owners in the following ratio:

Developer : 53%

Owners : 47%

The Owners shall be entitled to receive 47% of the entire Sale proceeds of the total constructed area in the Project. This is the responsibility and obligation of the Developers.

Income Tax & Other Taxes :

- (b) The agreement entered into by and between the parties herein should not be treated as a partnership agreement. Any Tax / Income Tax on the part of the share / benefit of the owners will be borne by the owners themselves not by the Developers. This rule for Income Tax and other Tax is a clear and transparent understanding between the parties of this agreement.

- (c) Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

Any delay or failure to pay the Tax of the owners will not be a liability of the developer and Vice-Versa.

- (d) All benefits under the Income Tax Act for such borrowings made by the Developer would be available to the Developer and Vice-Versa.

Manoj Aditya
Jyoti Aditya

ADITYA ESTATE
Manoj Aditya
 Partner

(e) Any tax imposition, levy, cess, works contract tax levied by the State Government, Central Government or any other authority in respect of total construction of the Project shall be exclusively paid by the Developer and the owner proportionately.

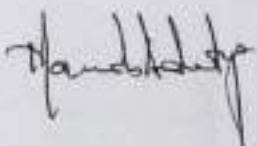
BANK ACCOUNT : The developer is hereby empowered to open Bank Account in the name of "ADITYA ESTATE". This Account will be used for the sales realization from the intended buyers and the account will be used to transfer the share / percentage of sale to the Bank account of the parties of this agreement. The Developer will use this account to transfer the share of the land owner in the respective Bank.

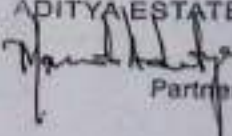
9. PROCESS OF Sales collection Account

- a) The developer shall sign in the initial Agreement for sale within Prospective buyer.
- b) In the Conveyance Deed the signature of the owner shall be mandatory.
- c) All collection regarding sale of Flat/ Car Park/ Unit of the Project will be received in the name of "ADITYA ESTATE".
- d) All payments received against any Flat / Car-Park / Units of the project will be monitored / inspected by both the parties. A copy of all sale agreements shall be deposited with the owners as a process of transparency.
- e) In case, there is any further Area sanctioned vertically and horizontally, by the Dum Dum Municipality, in such event, the Developer shall be entitled to carry out such additional construction at its own costs and expenses.

11. MUNICIPAL TAXES AND COMPLETION CERTIFICATE CHARGES :

- 11.1 After the execution and completion of this Agreement on Block "B", the Developer shall be liable for Municipal and other charges and taxes as also


Jayesh Aditya

ADITYA ESTATE

 Partner

other outgoings in respect of the said Premises till such time the Project is ready for occupation and possession.

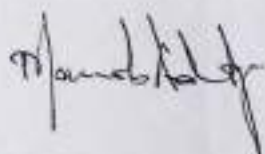
The Developer will bear all the charges and expenses for obtaining the completion and/or occupation Certificate from relevant authority, after which, the Transferees shall become liable and responsible for payment of Municipal rates and taxes and all other outgoings.

13. OBLIGATION OF THE DEVELOPER;

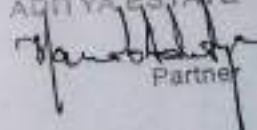
- 13.1 Execution of the Project shall be within the time period contained herein in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government / Central Government bodies.

Brochure : The logo of "ADITYA ESTATE" will be used on all print/digital media.

- 13.2 The Developer shall indemnify the Owners for any default / delay in relation to the construction of the Project by any professional body, contractor, etc. appointed by the Developer.
- 13.3 The Developer shall construct the Project at its own cost and responsibility. The Developer shall be responsible and liable to Government, Corporation and other authorities concerned as also to all the labour, staff and employees engaged by it. And shall be liable for any loss or for any claim arising from such construction and shall also indemnify the Owners against any claims, loss or damages, liabilities, fines, penalties, compensation, costs, charges and expenses, resulting for any default or failure or breach on the part of the Developer or any agency appointed by.
- 13.4 Developer hereby assures the Owners that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default provided.





ADITYA ESTATE

Partner

- 13.5 All tax liabilities and levies by whatever in relation to the development/construction of the entire Project, shall be paid by the Developer.
- 13.6 The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the laws and rules applicable to construction of the Project.
- 13.7 The Developer shall be responsible for all labour, workmen and personnel employed by it for construction of the Project in terms of this Agreement and shall bear and make all payments to such personnel and workmen, including all statutory payments and the Owners shall not be liable in respect of any default committed by the Developer towards any of its workmen, laborers or personnel employed by the Developer.
- 13.8 The Managing Partner, Mr. Manob Aditya of the developer Company will be responsible and liable and in-charge to fulfill all the obligation, and promises towards the owners / intending buyers / and all other statutory body for smooth implementation of the agreement. This is the essence of this agreement.
- 13.9 The Developer Company promises and assure that the Current Partner of "M/S ADITYA ESTATE", Mr. Manob Aditya will be personally responsible and liable and in charge to fulfill all the obligation and promises towards the landowners for smooth implementation of this agreement, till the end. The developer is also is bound to perform all its obligations of this agreement within 60 months as mentioned in this agreement. Mr. Manob Aditya can not transfer this responsibility to any other persons without the written consent of the owners. **This is the essence of this Agreement.**
- 13.10 The Developer agrees that this agreement will not be binding on any other Block, apart from Block B situated on 33/1 K.B. Sarani, Kolkata 80.
- 13.10 The owners at the own cost has sanctioned the plan and at their own cost have constructed RCC structure along with its foundation measurement of 30000 sq.ft. The

Manob Aditya
 Jagati Aditya

ADITYA ESTATE
 Manob Aditya
 Partner

total cost of the said work has been settled by the Developers as well as the owners as Rs. 2.56 Crore. The Developer has agreed and assured and has promised to repay to the owners as cost of the construction of Rs 2.56 cr. (Two Crore Fifty Six Lakhs only) periodically from the sale proceeds within 18 months from the date of this agreement. This will never be adjusted from the owners share of this agreement. This amount will be treated as cost of the construction of 30000 sq. ft of RCC structure along with its foundation. The Developer will pay 50% of this amount within the first 24 months from the date of this agreement.

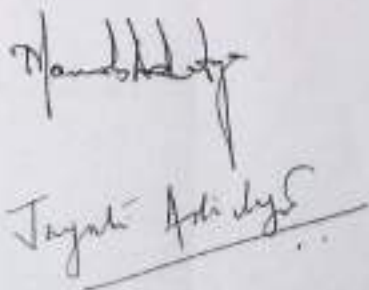
Any changes in the said Plan, as aforesaid may be carried out with prior consent of the Owners and the Developer shall keep the Owners informed of any modification in the Plan which has been sanctioned by the relevant authorities from time to time.

13.11 The Owners hereby authorizes the Developer to appoint the Architects. All costs, charges and expenses in this regard including professional fees and supervision charges shall be discharged and paid by the Developer and in this regard the Owners shall have no liability or responsibility.

13.12 The Developer shall, at its own costs and expenses and without creating any financial or other liability (save and except agreed hereunder) on the Owners, construct, erect and complete the Project pursuant to the said Plan Subject To any modification, if any, as per the specifications mentioned in the FORTH SCHEDULE hereunder and/or as be recommended by the Architects from time to time.

13.13 The Developer shall start and finish the RCC of G + V RCC construction work of Block "B" within 24 (twenty four) months from the date of execution of this Agreement, which is an important obligation of the developer.

13.14 It is also agreed by and between the Owners and the Developer that the Developer shall be liable to bear the proportionate development cost towards


Jagati Anil Kumar

ASTRA ESTATE

 Partner

development of All that the Private Car Parking and Common Passage admeasuring an area of 27 Cottah, morefully stated in the **SECOND SCHEDULE** hereunder written (hereinafter referred to as 'the said Common Passage'). But the cost of development will be borne by the developer. The developer shall be entitled to get a proportionate share car parking space on the said premises.

13.15 During the pendency of this Agreement and for the completion of the Project in its entirety the Owners hereby grants to the Developer easement rights in the said Common Passage. And the Owners / and developer shall not construct any kind of structure whether temporary or permanent thereon, except the marketing & sales office already constructed by OWNERS. The Developer shall complete and finish the Block - B buildings within 60 (sixty) months from the date of execution of this Agreement.

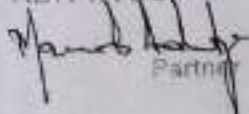
This is agreed and assured by the Developer that this agreement will be valid on block "B" only if the developer finish the balance of G+ V RCC construction work of Block "B" within 24 (Twenty four) months from the date of execution of this Agreement, which is an important obligation of the developer.

14. OBLIGATION OF THE OWNERS :

- 14.1 The Owners undertakes to co-operate with the developer for obtaining all permissions required for development of the said Premises.
- 14.2 If the interest / benefit of the owners is not suffered / hampered, the Owners shall not do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 14.3 The Owners hereby covenants not to cause any interference or hindrance in the construction of the Project, but they do have right to supervise and inspect the construction.




ADITYA ESTATE


 Partner

- 14.4 The Owners shall not do anything whereby the Developer is prevented from developing, constructing, completing the Project and selling, and/or disposing of any part or portion of the constructed area or saleable area attributable to Developer's Allocation except if the Developer commits any breach of the terms and conditions hereof.
- 14.5 The Owners both hereby agrees and covenants with the Developer not to let out grant, lease mortgage and / or part with the possession of the said premises or any portion thereof without the consent in writing of the Developer or and from the date of execution of this agreement.
- 14.6 After getting the complete share of the owner, This agreement cannot be terminated by the owners in any manner unless and until all the flats/shops/garages under the Developer's allocation are sold out and the deeds of conveyances in favour of intending purchasers of the Developer's allocation are executed and registered.
- 14.7 The Owners doth hereby declare that no part of the said property and / or the premises is subject to any order or acquisition or requisition nor any notice of acquisition or injunction has been served upon the Owners. Till the date of this agreement.
- The Owners further declare that the said property of the premises has not been subject to any notice of attachment under public demands recovery act or for payment of Income Tax and Municipal dues or any statutory dues or attached in respect of any suit, till the date of this agreement.

15. INDEMNITY:

The Developer assures and confirms that they will normally and smoothly transfer 47 % of the sale value of Flats / Car-parking / Units in the name of the owner. The developer will never stop the construction. **This is the essence of this Agreement.**

- 15.1 The Developer shall indemnify and keep the Owners saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered in respect of construction, including any act of default

Mand Aditya
Jayanti Aditya

ADITYA ESTATE
Mand Aditya
 Partner

- of obtaining any permission or violation of rules, regulations or bye-laws or arising out of any accident or otherwise.
- 15.2 The Owners shall indemnify to keep the Developer saved, harmless against any all actions, suits, costs, proceeding and claims that may arise due to any title related matters of the said Premises.
- 15.3 On requisition by the developer the landowner shall be duty bound to produce the said title deed for examination and verification.

16. MISCELLANEOUS:

- 16.1 The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract and any breach of promises / obligations of this agreement will clearly mean violation of the agreement.
- 16.2 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 16.4 If the Developer is able to obtain sanction for construction of an additional floor, in such event such additional floor shall be constructed by the Developer at its costs and expenses and upon construction of such additional floor the same shall be divided by and between the Owners and the Developer in terms of this Agreement. The Owners will not bear any construction or sanction or any cost regarding and relating to such construction.

17. DEFAULTS & TERMINATION:

- 17.1 The following shall be the reasons for termination :-
- a) This agreement will automatically terminate, if the Developer fails to construct, erect and complete RCC of the "B - Block" within 36 months from the date of this agreement. The time is the essence of this Agreement
- b) If the Developer fails to comply with any of the developers obligations contained herein, this will be treated as breach of promise and

Handwritten signature
Jagati Adhi Nyas

ADITYA ESTATE
Handwritten signature
 Partner

obligations. This will be treated as violation of this agreement, as those are the essence of this contract.

- c) If the developer fails to proceed with the construction or express its difficulty or inability to proceed with the job of construction / development for any / whatever reason.
- d) This automatic termination will enable/ authorize the owners to enter into an agreement with a third party in order to fulfill the commercial mission.
- e) If at any point of time the owner is forced to settle the dues of the construction made by the developer, this due will be settled in exchange with area of Flat @ 4000/- per sq.ft. at the end of the project.

18. FORCE MAJEURE:

18.1 Force Majeure shall primarily mean ACT OF GOD or ACT OF NATURE which shall be limited to, flood, fire, explosion, earthquake, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or any relevant Government or Court orders affecting construction of the Project.

18.2 If the Developer is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, the Developer shall have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure. The Developer shall not be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure.

19. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/ correspondence and agreements between the Parties, oral or implied.

20. AMENDMENT/MODIFICATION:

[Handwritten signature]
[Handwritten signature]

ADITYA ESTATE

[Handwritten signature]
 Partner

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

21. NOTICE:

21.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by e-mail.

22. SPECIFIC PERFORMANCE:

As this is the contract for specific performance of the Developer party, in the event of there being breach by the developer, the owners will have the right to seek specific performance of this agreement and also claim any loss, damage costs and expenses caused due to such breach.

23. CONVEYENCE : This Agreement also states that the signature of the owners is mandatory requirement for the Conveyance Deed of the Purchasers / Transferees.

24. JURISDICTION:

The District Court at Barasat alone shall have the jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties herein.

In the event the Parties fails to negotiates and settle the dispute / differences among themselves within a period of maximum 12 (twelve) month from the


Jagati Anil Kumar

ADITYA ESTATE

 Partner