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Director, Sub-Registrar  
Alipore, South 24 Parganas

25.09.17

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT made at Kolkata on this the 28<sup>th</sup> day of September, TWO THOUSAND AND SEVENTEEN BETWEEN

MORTD+PROPERTY PRIVATE LIMITED

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Authorized Signat

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02 AUG 2017

Sl. No. \_\_\_\_\_ Date \_\_\_\_\_  
District \_\_\_\_\_  
Address \_\_\_\_\_  
AMT \_\_\_\_\_

BANJAY KUMAR JAIN  
ADVOCATE  
HIGH COURT, CALCUTTA

SOURINTRA CHANDRA  
Litho and Stamp Vendor  
No. 11, S. Roy Road, Kolkata



District Sub-Registrar-V  
Alipore, South 24 Parganas

25 SEP 2017

IDENTIFIED 8/3

Nityanjan Chandra, Advocate,  
Hoare Court

*[Signature]*  
Sourintra Chandra

**M/S. BHAGWATI NIKETAN PRIVATE LIMITED** a Private Limited Company, within the meaning of Companies Act, 2013, holding PAN-AACCBT608J, having its registered office at 17/1 Lansdowne Terrace, P.S.-Lake, P.O.-Kolkata, Kolkata -700026, 2) **M/S. BANDHAN HIRESE PVT. LTD.** a Private Limited Company within the meaning of Companies Act, 2013, holding PAN- AACCB7607H, having its office at 17/1 Lansdowne Terrace, P.S.-Lake, P.O.-Kolkata, Kolkata - 700026, both represented by their Authorized Signatory, **SRI ANUP GUPTA**, son of Late Srid Pasand Gupta, holding PAN- AHMPG3857C, working for gain at 17/1 Lansdowne Terrace, P.S.-Lake, P.O.-Kolkata, Kolkata-26, hereinafter called and referred to as "**OWNERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their respective heirs, executors, administrators and agents) of the **ONE PART**

**AND**

**M/S. NORTECH PROPERTY PRIVATE LIMITED** a Private Limited Company, within the meaning of the Companies Act, 2013, holding PAN- AACCN0692N having its Registered Office situated at 17/1 Lansdowne Terrace, P.S.-Lake, P.O.-Kolkata, Kolkata-700026, represented by its Authorized Signatory, **SRI ADITYA AGARWAL**, son of Shri Sauri Agarwal, holding PAN- AFEPA7678D, working for gain at 17/1 Lansdowne Terrace, P.S.-Lake, P.O.-Kolkata, Kolkata-26, hereinafter, referred to as the "**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) of the **OTHER PART**

**WHEREAS:**

A. The Owners, herein are absolutely seized and possessed of or otherwise well and sufficiently entitled to All That piece and parcel of land measuring more or less **09 (Nine) Katha 05 (Five) Chittak 25 (Twenty Five) Sq. ft.** (more fully and particularly described in the Schedule hereunder written and hereinafter for the sake or brevity referred to as the said property, free from all encumbrances, charges, liens, liabilities, attachments, trusts whatsoever or howsoever in pursuance of purchase by virtue of 2 (Two) Nos. Deeds of Conveyance duly registered at the office of A.R.A. - I, Kolkata on 23/07/2009 and 27/07/2009 and duly recorded in Book No. 1, CD Volume No. - 17, written in pages from 742 to 744) being Deed No. 7848 for the year 2009 and Book No. 1, CD Volume No. 18, written in pages from 827 to 843 being Deed No. 7955 for the year 2009, respectively.

**NORTECH PROPERTY PRIVATE LIMITED**

  
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District Sales Registrar-V  
Aligarh, Uttar Pradesh

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B. The entirety of the said premises is presently under the occupation of the aforesaid owners. After being lawfully owner of the said leased property measuring 09 (Nine) Kathas 05 (Five) Chittak 25 (Twenty Five) Sq. ft., more or less, the said owner had mutated their names in the office of Kolkata Municipal Corporation as recorded owner in respect of the said property stated hereinabove and had been numbered as being municipal Premises No. 1732, Nayabad, Kolkata - 700 004, under P. S. Purba Jachypur within the limits of Kolkata Municipal Corporation Ward No. 109 under Assesse No. 31-109-08-1732-6 and the Schedule mentioned property previously situated at Mouza-Nayabad, J.L. No.25, in R.S. Dug No.90, under R.S. Khatian No.103 and 104 but thereafter the Owners herein jointly mutated their names in the record of I.D. B.L. & L.R.O. Khatia and after mutation in the B.L. & L.R.O. it has been proved that the Schedule mentioned property situated at Mouza-Nayabad, J.L. No.25, in R.S. Dug No.90, under R.S. Khatian No.1471 and 104 (instead of R.S. Khatian No.103 and 104).

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

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

E. The said party of the **SECOND PART** has undertaken the construction of the building on the plot of land owned by the said parties of the **FIRST PART** particulars of which are described in **FIRST SCHEDULE** hereunder written and hereinafter called the said land and parties of the **FIRST PART** have applied for the sanction of a building plan with Kolkata Municipal Corporation.

F. That the Developer shall at their cost and expenses shall construct the proposed building on the schedule property in accordance with the building plan sanctioned by the Competent authority and conform to such specifications 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



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Registrar Sub-Registrar  
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Assistant Registrar

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

G. That both the parties herein entered into a Registered Joint Venture Agreement on 26/02/2016, registered at the office of A.R.A. - I, Kolkata, recorded into Book No.- 1, being Deed No. 1583 for the year 2016 and also the Owners herein executed the one Registered Development Power of Attorney in favour of the Developer and in the said Joint Venture Agreement it has been mentioned that both the Owners shall jointly get 30% of the total sales consideration and Developer shall get out 70% of the sales consideration and the individual share of each owner's allocation was not specifically mentioned in the said Joint Venture Agreement that each Owner should get 15% out of 30% of total sales consideration of the Owners' Allocation. For the said reason, both the Parties herein entered into a fresh Joint Development Agreement and the Owners herein shall also execute one fresh Development Power of Attorney in favour of the Developer.

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

#### ARTICLE I - DEFINITIONS

In this agreement unless the context otherwise permits the following expression shall have the meaning assigned to them as follows:

- 1.1 **PREMISES** - shall mean the Premises No. - 1732, Nayabad, Kolkata - 700 094, measuring area about more or less 09 (Nine) Katha 05 (Five) Chitak 25 (Twenty Five) Sq. ft. (more fully and particularly described in the 'Schedule Property' hereunder written).
- 1.2 **BUILDING** - shall mean building or buildings to be constructed as per building plan sanctioned by the Kolkata Municipal Corporation on the said premises and shall include the parking and other spaces intended or meant for the enjoyment of the building.
- 1.3 **OWNER & DEVELOPER** - shall include their respective transferees.
- 1.4 **COMMON FACILITIES** - shall include corridors, hallways, stairways, landings, water reservoir, pump room, passageways, driveways, gardens, parkways, generator room (if necessary) and other spaces and facilities whatsoever required for the establishment, location, enjoyment,

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District Sub-Registrar-V  
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provision, maintenance and/or management of the building(s) and/or common facilities or any of their thereof as the case may be.

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

1.6 **OWNER'S ALLOCATION** - shall mean 30% of the total revenue/sale proceeds to be received from the sale of entire salable space including car parking area/spaces of the proposed building(s) to be constructed on the scheduled premises by the Developer at its own cost shall be the owner's allocation.

1.7 **DEVELOPER'S ALLOCATION** - shall mean 70% of the revenue/sale proceeds of the proposed building(s) to be retained by the Developer in the building to be constructed by itself at its own cost in the manner hereinafter provided except the owner's allocation as mentioned above.

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

1.9 **OWNERS** shall mean the said (1) **MS. BHAGWATI NIKETA PRIVATE LIMITED** and (2) **MS. BANDEAN HIRSE PRIVATE LIMITED** and shall mean and include their respective successors in their respective offices/interests and assigns.

1.10 **DEVELOPER** - shall mean **MS. NORTECH PROPERTY PRIVATE LIMITED**, Private Limited Companies within the meaning of Companies Act, 2013, having its Registered Office at 170, Landmark Terrace, P. S. - Lake, Kolkata - 700 026 and shall include their successor and/or successors in office/interest and assigns and/or nominee/s, which shall construct or develop or cause to be constructed or cause to be developed on a plot of land under the meaning of West Bengal Apartment Ownership Act, 1972 and West Bengal Building (Regulation of Protection of Construction and Transfer by Promoter) Act, 1993, for the purpose of transfer of such building or flat.

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Alipore, Sadar-24 Parganas

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Authorised Officer

1.11 **BUILDING PLAN** - shall mean the plan for construction of the building duly approved by the Owner and sanctioned by The Kolkata Municipal Corporation and shall include any amendments thereto or modifications thereof made or caused by the Developer after the approval of the Owner.

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

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

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

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

## ARTICLE II - REPRESENTATION AND WARRANTIES BY THE OWNERS AND THE DEVELOPER

2.1 At or before execution of this agreement, the Owners and each one of them have jointly and / or severally represented and assured the Developer as follows:-

- i) That the Owners are presently the sole and absolute owners of the said Total Lands.
- ii) That the Owners have a marketable title in respect of the said Total Lands.
- iii) That the Owners are presently in their possession of the said Total Lands.
- iv) That after acquiring the said total lands, the Owners have already caused the user thereof to be converted from 'Sale' to 'Homestead' and have also caused their respective names to be entered in the "Record of Rights".
- v) That the Owners have not entered into any agreement for sale, transfer, lease and / or development nor has created any interest of any third party into or upon the said Total Lands or any part or portion thereof.

NORTON PROPERTY PRIVATE LIMITED



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District Sub-Registrar-V  
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vii) That no part or portion of the said Total Lands is subject to any notice of any acquisition and / or requisition.

viii) That there is no legal bar or impediment in the owners entering into this agreement.

ix) That all rates and taxes khattara and other outgoings payable in respect of the said Total Lands have been paid and / or shall be paid by the Owners upto the date of execution of this agreement.

x) That there is no water body and / or pond on the said total lands and in the records of the Block Land and Land RAHMAT CHIEF OFFICER Kollata Municipal Corporation.

xi) That the Owners will execute a registered Power of Attorney in favour of the Developer or its Nominee and/or nominees to enable the Developer to carry out various works for undertaking the said Housing Complex and the Owners shall give symbolic possession of the plot of land to the Developer on which Developer shall cause the necessary construction activities.

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

i) That the Owners have delivered to the Developer copies of the title deeds, parcha, municipal tax receipts, record of rights, mutation certificate and all link deeds in respect of the said lands.

ii) That the Developer has fully satisfied itself as to the right of ownership of the owners in respect of the said lands.

iii) That the Developer has examined the total land area forming part of the said lands.

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

v) That the Developer assures the owners that the Developer has adequate financial resources and necessary personnel and / or team to undertake development of the said lands.

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

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South 24 Parganas

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Authorized Person

vii) That the Developer assures the Owners that the construction for Owners shall be deemed to commence when the vacant possession of the land received from the Owner for construction and the sanctioned plan is being issued by the Kolkata Municipal Corporation.

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

### ARTICLE III - TITLE INDEMNITIES AND REPRESENTATIONS

The Owners do hereby declare and covenant with the Developer as follows:

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

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

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

3.4 That there is no attachment under the Income Tax Act or under any provisions of the Public Debt Recovery Act in respect of the said premises or any part thereof nor any proceedings in respect thereof is pending nor any notice in respect of any such proceedings have been received or served on the Owners.

3.5 That the Owners have the absolute right and authority to enter into this agreement with the Developer in respect of the development of in-schedule premises.

3.6 That the Developer hereby undertakes to indemnify and keep indemnified the Owners from and against any and all actions, charges, liens, claims, encumbrances and mortgages or any third party possessor rights in the said premises arising out of or due to the negligence or non-compliance of any laws, bye-laws, rules and regulations of The Kolkata Municipal Corporation, Zila Parishad or any other Govt. or local bodies as the case may be and shall intend to answer and be responsible for any deviation, omission, violation and/or breach of any of the said laws, bye-laws, rules and

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Aspet, South 24 Parganas

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Authorized Signatory



regulations or any accident in or relative to the construction of the building. All costs and charges in this regard shall be paid by the Developer.

#### ARTICLE IV - COMMENCEMENT

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

#### ARTICLE V - DEVELOPER'S RIGHT OF CONSTRUCTION

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

#### ARTICLE VI - TITLE DEEDS

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

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

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

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

#### ARTICLE VII - POSSESSION

7.1 Within 15 (Fifteen) days from the execution of this agreement and the Owners having obtained all necessary permissions, approvals and sanctions, the Owners shall allow the Developer to commence and carry out and complete the construction of the proposed building on behalf of the Owners as per the terms and conditions and the specifications as set out in these presents and complete the construction within a period of 36 (Thirty-Six) months from the date of execution of

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Aurang, South 24 Parganas

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this agreement. All costs, charges and expenses to be incurred including all municipal taxes for constructing and completing the said proposed building shall be paid by the Developer.

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

#### ARTICLE VIII - SPACE ALLOCATION

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

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

8.3 In consideration of the Developer having constructed the building at its own costs and made over possession and transfer the ownership right to its nominees or intending purchaser, the Developer shall be entitled to sell the entire space in the building and transfer the sale proceeds of the owner's allocation as mentioned hereunder together with the undivided proportionate share of land attributable the same.

8.4 The common area / facilities shall be jointly owned by the Owners and the Developer for the common use and enjoyment of Owner's / Developer's Allocation of the saleable area.

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Office of the Commissioner of Public Works

NORTECH PROPERTY INVESTMENTS LIMITED

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

#### ARTICLE IX - COMMON FACILITIES

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

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

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

#### ARTICLE X - CONSIDERATION

10.1 The Developer shall pay interest free advance amount of Rs. 10,00,000/- (Rupees Ten Lacs Only) to each Owners herein, i.e. an amount of Rs. 20,00,000/- ( Rupees Twenty Lacs Only) shall be given by the Developer to the Owner in total the same shall be non-refundable with its full and final allocation on the basis of ratio, as stated in Clause 1.6 hereinabove and out of which both the Owners herein has already received Rs.50,000/- (Rupees Fifty thousand) only each before execution of this Agreement.

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

10.3 After the completion of the project, the Owner shall execute a Deed or Deeds of Conveyance for the undivided proportionate share of land for the purpose of the same, the costs, charges and expenses incurred for completion of the Owner's Allocation shall be the consideration for sale and transfer said undivided proportionate share in the land comprised in the said premises in favour of the Developer or its nominee or assignee and which is attributable to the Developer's Allocation. The said consideration amount shall be appertained in various deed of conveyance or conveyances in

NORTON PROPERTY PRIVATE LIMITED

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District Sub-Registrar-V  
Alipore, South 24 Parganas

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WITNESSED BY:

Assistant Registrar

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

#### **ARTICLE XI - TIME FOR COMPLETION**

11.1 The building shall be completed within 36 (Thirty) months from the date of execution of this agreement and on handing over vacant possession of the said premises to the Developer by the owner, unless and until the Developer is prevented by the circumstances beyond its control.

11.2 In the event if the Developer fails to complete the said proposed building within the said stipulated period of 36 (Thirty Six) months from the date of execution of this agreement for reasons beyond its control, or on account of force majeure which would include storm, tempest, flood, earthquake, riot, war, etc., in that event the Owners will extend further time of another 03 months after the expiry of stipulated 36 (Thirty-six) months, (hereinafter referred to as the COMPLETION DATE). The completion of the building shall mean the completion of construction in all respects but would not necessarily mean the issue of the Completion Certificate or Occupation Certificate by the Municipal Authorities. An Architect's Certificate certifying the completion of the building in all respects would amount to such completion.

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

#### **ARTICLE XII- MISCELLANEOUS**

12.1 That the First Party shall also execute and register a GENERAL POWER OF ATTORNEY in favour of the said Developer herein and or the nominated person of the developer herein, as may be required for the proposed construction of the said building and to deal with the intending Purchaser/Purchasers for sale of the flats' apartments, Car Parking Space, Servant Quarter, etc under the Developer/ Owner's Allocation.

12.2 The Developer shall construct the said building with its funds. However, the Developer is empowered to obtain financial assistance by creating equitable mortgage of the said land by



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depositing the title deeds of the said land herein at their own risk and responsibilities from any nationalized bank, Schedule Bank and/or any financial institution or from any Private Bank/person for the purpose of completion of the proposed construction of the said schedule property by virtue and strength of this joint venture Agreement and the owner/first part herein undertakes that they will not raise any objection in this regard in any manner whatsoever and for this purpose the owner shall sign as guarantor on the said mortgage application, but the mortgage amount shall not be above the market price of the said land. Be it clearly mentioned that the first party herein shall not be liable for repayment of such loan amount and in all such cases of obtaining financial assistance, the Developer shall indemnify the Owner in all respect.

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

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

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

11.6 It is understood that from time to time to enable the construction of the building by the Developer, various deeds, matters and things not herein specifically referred to may be required to be done by the Developer for which the Developer may require the authority of the Owners and various applications and other documents may be required to be signed or made by the Owner's relative(s) to which no specific provisions have been made herein, the Owner hereby authorizes the Developer to do all such acts, deeds, matters and things and undertake herewith upon being required by the Developer in this behalf to execute any such additional powers of authorities as may be required by the Developer for the purpose and also undertake to sign and execute all such additional applications and other documents as may be required for the purpose.

HAFSUCH PROPERTY PRIVATE LIMITED



Director Sub-Registrar  
Alipore, South 24 Parganas

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

12.8 The Owners hereby agree to abide by all the rules and regulations of such Management Society / Association / Holding Organization and hereby give further consent to abide by the same.

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

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

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

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

12.13 In the event if the Developer requires any other piece or parcel of land adjoining or contiguous to the land described in the schedule hereunder ( hereinafter referred to as the additional



District Sub-Registrar's  
Alipor, South 24 Parganas

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Assistant Registrar

area) the Developer shall be entitled to provide all facilities and/or utilities relevant in the schedule area to the residents of the new building and/or buildings which may be constructed by the Developer on the additional plots of land which including access and/or for the purpose of ingress in and egress from and/or through common parts and portions and also provide drainage, sewerage, transformer, generator, cable ducts, water lines and such other facilities and/or amenities and/or utilities which shall be provided in the new building in the adjacent area.

#### ARTICLE XIII - AREA DISTRIBUTION

13.1 In consideration of the above, it has been agreed that the entirety of the constructed area forming part of the said new building and / or buildings will be divided into two parts whereby 30% of the total constructed area together with the proportionate share in all common parts, portions, areas, facilities and amenities including car parking spaces and together with the undivided proportionate share in the land comprised in the total lands attributable thereto and to comprise in various flats, units, apartments, constructed spaces and car parking spaces absolutely belong to the Owners (hereinafter referred to as the OWNER'S ALLOCATION) and the remaining 70 % of the total constructed area together with the proportionate share in all common parts, portions, areas, facilities and amenities including car parking spaces and together with the undivided proportionate share in the land comprised in the total lands attributable thereto and to comprise in various flats, units, apartments, constructed spaces and car parking spaces absolutely belong to the Developer (hereinafter referred to as the DEVELOPER'S ALLOCATION).

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

13.3 The Developer shall be entitled to enter into agreement for sale and transfer of the various flats, units, apartments, constructed spaces and car parking spaces forming part of the development at such price and on such terms as may be agreed upon and duly confirmed by the Owners and any amount so received shall be divided and distributed amongst the parties hereto whereby 30% of each consideration amount shall belong absolutely to the Owners and the remaining 70% of each consideration amount shall belong to the Developer. Be it specifically clear that Mr. Bhagwat

*[Handwritten signature]*



Registrar, Bangalore V  
Airport, South 24 Bangalore

25 SEP 2017

NORTECH PROPERTY PRIVATE LIMITED

*[Handwritten signature]*

Authorized Signatory

Niketan Private Limited, Owner No. 1, shall get 15% of such consideration amount and Mr. Bandhan Hiran Private Limited, Owner No. 2, shall also get 15% of such consideration amount out of the said total consideration of 30% payable by the Developer to the Owner for their respective Owner's share of allocation.

13.4 The Developer shall disburse the said 30% of the sale proceeds to Owner's Account at the end of every 6 months period. It shall be obligation of the Developer to collect applicable Service Tax, GST and/or other Govt. levies or charges or taxes, as applicable on sale and transfer of building area, flats, units, car Parking Spaces, etc. and deposit the same to the appropriate authority and the Developer shall indemnify the Owners for any liability / demand may arise in future in respect of the same.

13.5 The Developer and the Owner will join in any Agreements for sale and 'Deeds of Conveyance' as shall be required, without raising any objection whatsoever or howsoever.

#### ARTICLE XIV - ARBITRATION

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

#### ARTICLE XV - JURISDICTION

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

MORTECH PROPERTY PRIVATE LIMITED



Authorized Signatory



District Sub-Registry Office  
Alwar, South of Pergana

25 SEP 2007

PROPERTY REGISTRY OFFICE

Anant Singh



**ARTICLE XVI-SPECIFICATIONS**

<b>Structure</b>	RCC-based structure with anti-termite treatment in foundation. Concrete used: <b>Amalg, OCL, Lafarge, Ultratop, Aris, SCC, Bawa*</b>
<b>Elevation</b>	Modern elevation, conforming to contemporary design.
<b>External Finish</b>	Paint by certified <b>Parsons/Johns Paints/Berger</b> applicator*, and other effects as applicable.
<b>Lobby</b>	Beautifully accented & painted lobby.
<b>Doors &amp; Hardware</b>	Quality wooden frames with solid core flush doors. Door handles of <b>Geigy/Elgite*</b> . Main door with premium weather steel handle and eye-bolt. Main Door Lock by <b>Geigy*</b> .
<b>Internal Finish</b>	Plaster of Paris.
<b>Windows</b>	Colour anodized / Powder coated aluminium sliding windows with clear glass (using high quality aluminium) and window sills. Large Aluminium Windows in Living Room/Balcony.
<b>Flooring</b>	Yacfed tiles in bedrooms / living / dining / kitchen. Granite Counter in kitchen. Premium Ceramic tiles in toilets.
<b>Kitchen counter</b>	Granite slab with stainless steel slab. Wall tiles up to 2 (two) feet height above counter.
<b>Toilets</b>	Hot and Cold water line provision with <b>CPPC*</b> pipes. CP fittings including <b>Brush Power*</b> or <b>Jeques/Kalier*</b> . Dado of ceramic tiles up to door height. Sanitaryware with <b>EPC</b> with ceramic cabinet and basin of <b>Anchor/Parryware*</b> . Fipes of <b>Jeques/Kalier*</b>
<b>Elevator</b>	<b>Passenger Lifts of Ase*</b>
<b>Electricals</b>	a) Concealed <b>Polyorb/Monoh/El Kalier*</b> copper wiring with modular switches of <b>Anchor/Bawa/Schneider Electric*</b> b) TV & Telephone points in master bedroom and living room. c) Two Light Points, one Fan Point, two SA points in all bedrooms d) One 15A Geyser point in all toilets e) One 15A & one 1A points, one 1A refrigerator point, and exhaust fan points in kitchen f) One AC point in master bedroom g) Modern MCBs and Changeovers of <b>Monoh/MPL/Schneider Electric*</b>
<b>Water Supply</b>	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.
<b>Landscape</b>	Professionally designed and executed landscaping.
<b>Generator</b>	24 hour power backup for all essential services. Generator back up of 250 W for 1 bedroom flat, 600 W for 2 bedroom flats and 800 W for 3 bedroom flats.
<b>Security</b>	ICTP reserves, in-house facility and 24/7 Security Personnel.

\* 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.

MORTECH PROPERTY PRIVATE LIMITED

  
Authorized Signatory



উত্তর-পূর্ব অঞ্চল-১  
আসন্ন, দক্ষিণ ২৪ পরগণা

25 SEP 2017

NORTON PROPERTY PRIVATE LIMITED

Authorized Agency

**THE SCHEME ABOVE REFERRED TO**

ALL THAT piece and parcel of land measuring more or less 09 (Nine) Kattahs 05 (Five) Chitrah 25 (Twenty Five) Sqft. Corresponding to 625.25 Sq.mtr. but as per present physical measurement the land area is 585.17 Sq.mtr. togetherwith one tiled shed measuring an area of 199 (One hundred) Sq.ft. and the entire property situate within Mouza - Nayabad , J.L. No.25, within the Police - Purba Jadavpur, comprising in R. S. Dag No. 90, under R.S. Khatian No. 1471 (Previously 103), 104, Tami No. - 16, being Premises No. 173L, Nayabad, Kolkata - 700 094, District - 24 Parganas, (South) under Kolkata Municipal Corporation Ward No. 106, West Bengal, which is bounded and bounded as follows :-

ON THE NORTH - Canal

ON THE SOUTH - 33 Ft. Wide Road

ON THE EAST - Part Land of R.S. Dag No. 90

ON THE WEST - Part Land of R.S. Dag No. 90

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

NORTON PROPERTY PRIVATE LIMITED

  
Authorized Signatory



Handwritten mark consisting of two intersecting diagonal lines forming a 'V' or 'X' shape.

District Sub-Registry Office  
4/1st Flr., South 24 Parkway

25.09.13

NOTECH PROPERTY MANAGEMENT

  
Authorized Signatory

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 OWNERS**

**At Kolkata in the presence**

**WITNESSES**

*[Handwritten signature]*  
*[Handwritten signature]*

2. Nilayam Chandra  
17/1, Lawrence Terrace  
KOL-26

Enigma Nectar Pvt Ltd  
Enigma Nectar Pvt Ltd

*[Handwritten signature]*  
Authorized signatory of Enigma

**SIGNATURE OF OWNERS**

Nortech Property Pvt. Ltd  
*[Handwritten signature]*  
Authorized signatory of Nortech

**SIGNATURE OF DEVELOPER**

Drafted by me as per information and instruction furnished by the Parties.

*[Handwritten signature]*  
F/1339/1490/2012  
**ADVOCATE**

NORTECH PROPERTY PRIVATE LIMITED  
*[Handwritten signature]*  
Authorized Signatory

*[Handwritten signature]*



Practical No. Registrar/V  
Alpura, State 24 Bangalore

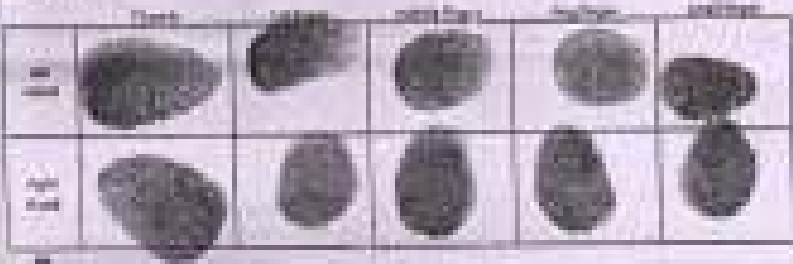
WORTHY PROPERTY PRIVATE LIMITED

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Authorized Signatory

25 SEP 2017



Name: Prasanna

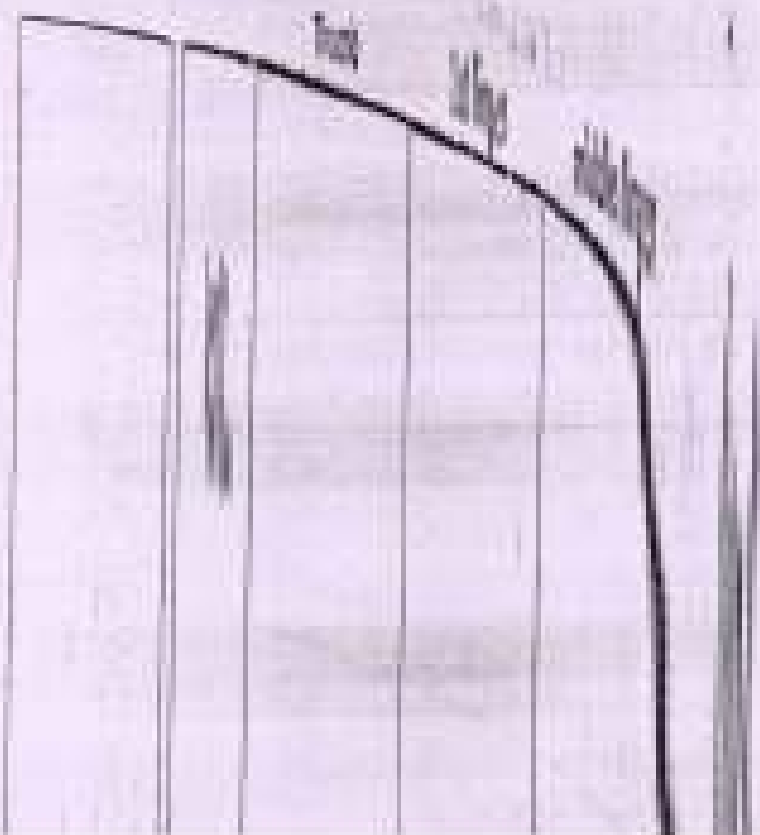


Name: Aditya

		THUMB	INDEX	MIDDLE	RING	PINKY
11	11					
	12					

NOTTECH PROPERTY PRIVATE LIMITED

  
Authorized Signatory





District Sub-Registrar-V  
Aligarh, Tehsil Ja Mangaraj

MOORTECH PROPERTY PRIVATE LIMITED

Authorised Signatory

25 SEP 2012



**Govt. of West Bengal**  
**Directorate of Registration & Stamp Revenue**  
**a-Chalan**

GRN: 19-201716-028400014-1      Payment Mode: Online Payment  
 GRN Date: 25/09/2017 10:00:37      Bank: UBPB Bank  
 BRN: 378122194      BRN Date: 25/09/2017 10:07:19

**DEPOSITOR'S DETAILS**

Name: Omesh Math      No. 192000108609740017  
 Contact No.      No. 981-907340419  
 E-mail:        
 Address: 871 Baghawan place  
 Applicant Name: Mr Omesh Math  
 Office Name:        
 Office Address:        
 Status of Depositor: Applicant  
 Purpose of payment / Remarks: Agreement or Construction agreement

**PAYMENT DETAILS**

Sl. No.	Particulars	Head of AS	Head of AC	Amount
1	192000108609740017	Stamp Duty	192000108609740017	1000
2	192000108609740017	Stamp Registration Fee	192000108609740017	1000
<b>Total</b>				<b>2000</b>

In Words: Two Thousand Only (Rupees Only)

**NORTCH PROPERTY PRIVATE LIMITED**

*[Signature]*  
 Authorized Signatory

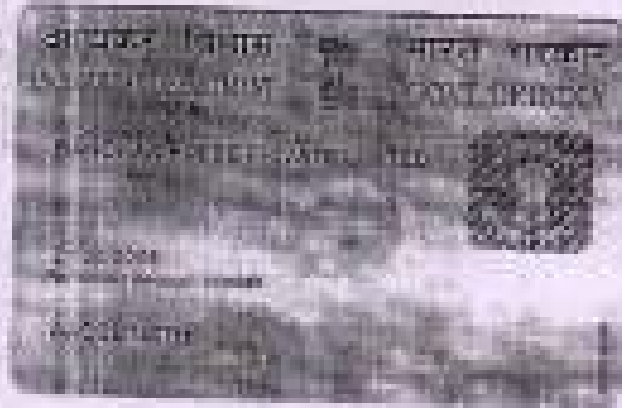


District Sub-Registrar-V  
Aizawl, South Di-Pargana

25 SEP 1971

NORTH OF PROPERTY PRIVATE LIMITED

  
Authorized Signatory



NORTH-INDIA PROPERTY PRIVATE LIMITED







WORTCH PROPERTY PRIVATE LIMITED

  
Authorized Signatory

FORWARDED TO  
BY  
BY THE BANK OF AMERICA  
N.A. NEW YORK, N.Y. 10017

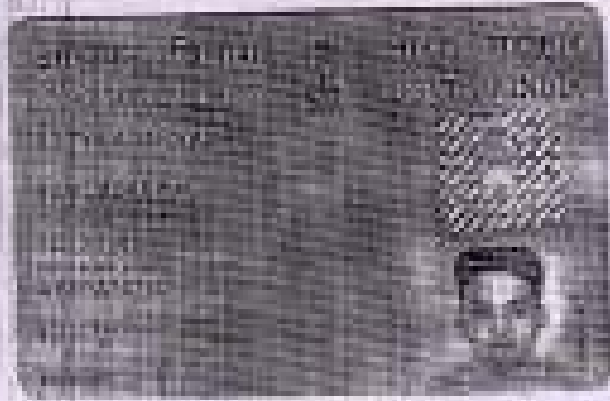
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NORTECH PROPERTY PRIVATE LIMITED

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Authorized Signatory



NORTON PROPERTY PRIVATE LIMITED

  
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WORTCH PROPERTY PRIVATE LIMITED

  
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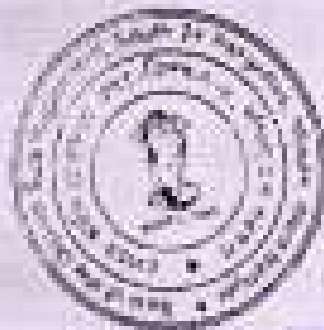




WEST WIND CONSTRUCTION

WEST WIND CONSTRUCTION

WEST WIND CONSTRUCTION



NORTECH PROPERTY FUNDIC L.L.P.

  
Authorized Signature



भारत सरकार

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MORTCH PROPERTY PRIVATE LIMITED

*Handwritten signature*



KORTON PROPERTIES PRIVATE LIMITED

*[Handwritten Signature]*  
Authorized Signatory

### Major Information of the Deed

Deed No.:	1-1000-0000012017	Date of Registration:	13/11/2017
Query No./Year:	1630-00013880072017	City/Block/Zone/Street/Postcode:	CH/Block/Zone/Street/Postcode
Entry Date:	24/09/2017 3:53:35 PM	D.S.R. - Y SOUTH 24-PARGANAS, District:	Zone: 24-Parganas
Applicant Name, Address & Contact Details:	Somesh Mishra High Court, Calcutta, Thane - Hare Street, District: Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9051449430, Email Address:		
[Section 107A] Sale, Development Agreement or Conveyance Agreement		[Section 107A] Other than Immovable Property, Declaration (in of Declaration): 2) [Section 107A] Other than Immovable Property, Receipt (Rs: 1,00,000/-)	
[Section 107A] [Section 107A]		Rs. 1,00,00,000/-	
[Section 107A] [Section 107A]		Rs. 1,00,00,000/-	
[Section 107A] [Section 107A]		Rs. 1,00,00,000/- (Arise: E, E, S, M, S, H)	
Remarks:	Received Rs. 504 ( INR ) only ) from the applicant for issuing the agreement slip. (Urban area)		

#### Land Details :

District: South 24-Parganas, P.O:- Purba Jharkpur, Cooperative: KOLKATA MUNICIPAL CORPORATION, Road: Nayabari, Plotment No. 1732, Ward No: 139

Sl. No.	P.O. Number	Area/Structure	Area (Sq Ft)	Structure Value (Rs)	Area Value (Rs)	Total Details
L1		Garage	5 Katha 8 Chhat 25 Sq Ft	15	1,05,00,000/-	Width of Approved Road: 30 Ft.
Grand - Total :			15.0229044	15	1,05,00,000/-	

#### Structure Details :

Sl. No.	Structure Details	Area/Structure	Structure Value (Rs)	Area Value (Rs)	Total Details
S1	On Land L1	100 Sq Ft.	15	30,000/-	Structure Type: Structure
Gr. Floor Area of floor: 100 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 1 Year, Roof Type: Tile Shed, Extent of Completion: Complete					
Total :		100 Sq Ft	15	30,000/-	

#### Land Lord Details :

Sl. No.	Name/Address/Phone No./Signature/Stamp/Date
1	M/s Shagwan Niketan Private Limited 17/1, Lansdowne Terrace, P.O:- Kalighat, P.S:- Lake, District-South 24-Parganas, West Bengal, India, PIN - 700026, PAN No:- AACCB7804L, Status: Organization, Executed by: Representative, Executed by: Representative
2	M/s Bancharan Mirles Pvt Ltd 17/1, Lansdowne Terrace, P.O:- Kalighat, P.S:- Lake, District-South 24-Parganas, West Bengal, India, PIN - 700026, PAN No:- AACCB7800H, Status: Organization, Executed by: Representative, Executed by: Representative

*(Signature)*



HORTECH PROPERTY PRIVATE LIMITED

  
Authorized Signatory

**Particulars of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 20,000/- and Stamp Duty paid by Stamp Pa 100/- by order n Rs 18,821/-

Description of Stamp  
1. Stamp Type: Impressed, Serial No 688003, Amount: Rs. 100/-, Date of Purchase: 23/09/2017, Vendor name: Saundra Chandra

Description of Online Payment using Government Receipt Portal System (GRPS), Finance Department, Govt. of WB  
Order on 25/09/2017 to STAM with Govt. Ref. No. 182017180084002141 on 25-09-2017, Amount Rs. 18,821/-  
Bank: HDFC Bank (HDFC0000014), Ref. No. 379122194 on 25-09-2017, Head of Account: 0030-02-103-000-02



Sati Prasad Sankaradhyay  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - V SOUTH 24  
PARGANAS  
South 24-Parganas, West Bengal

MORTGAGE PROCEEDING

  
Authorised Signatory

Certificate of Registration under section 60 and Rule 69.  
Registered in Book - I  
Volume number 1630-2017, Page from 94336 to 94370  
being No 163003000 for the year 2017.



Digitally signed by SATIPRASAD  
BANDOPADHYAY  
Date: 2017.10.23 11:58:12 +05:30  
Reason: Digital Signing of Deed.

(Satiprasad Bandopadhyay) 23-10-2017 11:56:05  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS  
West Bengal.



(This document is digitally signed.)