

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

ARTICLE IX - COMMON FACILITIES

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

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

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

ARTICLE X - CONSIDERATION

10.1 The Developer shall pay **INTEREST FREE REFUNDABLE ADVANCE** amount of **RS. 10,00,000/- (RUPEES TEN LACS ONLY)** to the Owners herein and which shall be refundable by the Owner to the developer on or after completion of the building.

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

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

cost of the Developer and/or its nominee(s) attributable to the remaining 80% 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 20% of the proposed construction (the Owner's Allocation).

ARTICLE XI - TIME FOR COMPLETION

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

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

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

ARTICLE XII- MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

erator, cable ducts, water lines and such other facilities and/or amenities and/or utilities which shall be provided in the new building in the adjacent area.

ARTICLE XIII – REVENUE/ CONSIDERATION DISTRIBUTION

13.1 The total Sale proceeds/revenue out of the sale of the Flats and Car Parking Spaces in the building or buildings will be divided into two parts whereby 20% of the total revenue including proceed received from sale car parking spaces shall absolutely belong to the **Owners** (hereinafter referred to as the **OWNER'S ALLOCATION**) and the remaining 80% of the total revenue/realization/sale proceeds shall absolutely belong to the **Developer** (hereinafter referred to as the **DEVELOPER'S ALLOCATION**).

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

13.3 The Developer shall be entitled to enter into agreement for sale and transfer of the various flats, units, apartments, constructed spaces and car parking spaces forming part of the development at such price and on such terms as may be agreed upon and duly confirmed by the Owner and any amount so received shall be divided and distributed amongst the parties hereto whereby 20% of such consideration amount shall belong absolutely to the Owner and the remaining 80% of such consideration amount shall belong to the Developer.

13.4 The Developer shall disburse the said 20% of the sale proceeds to the Owner's account at the end of the Project. It shall be the obligation of the Developer to collect applicable Service Tax and / or other government levies or charges or taxes as applicable on sale and transfer of built up areas, flats, units, car parking spaces etc. and deposit the same to the appropriate authority and the Developer shall indemnify the Owners for any liability / demand which may arise in future in respect of the same.

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

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

ARTICLE XIV - ARBITRATION

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

ARTICLE XV - JURISDICTION

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

ARTICLE XVI-SPECIFICATIONS

Structure	:	RCC-framed structure with anti termite treatment in foundation. Cements to be used: <i>Ambuja/Lafarge/ OCL/ Ultratech/ Birla/ ACC/Ramco*</i> .
Elevation	:	Modern elevation, conforming to contemporary designs.
External Finish	:	Paint by certified <i>Nerolac/ Berger Applicator*</i> , and other effects as applicable.
Ground Floor Lobby	:	Beautifully decorated & painted lobby.
Doors & Hardware	:	Quality wooden frames with solid core flush doors. Door handles of <i>Godrej/Hafele*</i> . Main Door with premium stainless steel handle and eyehole. Main Door lock by <i>Godrej*</i> .
Internal Finish	:	Plaster of Paris.
Windows	:	Color anodized / Powder coated Aluminum

Flooring	:	sliding windows with clear glass (using high quality aluminum) and window sills. Large Aluminum windows in Living Room Balcony. Vitrified tiles in bedrooms/Living/Dining / Kitchen. Marble Flooring & Granite Counter in Kitchen. Premium Ceramic tiles in Toilets.
Kitchen Counter	:	Granite slab with stainless steel sink. Wall Tiles upto 2 (two) feet height above Kitchen counter.
Toilet	:	Hot and Cold water line provision with <i>CPVC*</i> pipes. CP fittings including Health Faucet of <i>Jaquar/Kohler*</i> . Dado of Ceramic tiles upto door height. Sanitaryware with EWC with ceramic cistern and basin of <i>Kohler/Parryware*</i> . Pipes of <i>Supreme/Skipper*</i> .
Elevators	:	Passenger lifts of <i>Kone*</i> .
Electrical	:	a) Concealed <i>Polycab/Mescab/RR Kabel*</i> copper wiring with modular switches of <i>Anchor/Roma/Schneider Electric*</i> . b) TV/Telephone points in master bedroom and living room. c) Two Light Points, one Fan Point, two 5A point in all bedrooms. d) One 15A Geyser point in All Toilets. e) One 15A & one 5A points, 5A refrigerator point and exhaust fan points in kitchen. f) One AC point in master Bedroom. g) Modern MCBs and Changeovers of <i>HPL/Havells/ Schneider*</i>
Generator	:	24 hour Power backup for all common services.
Water Supply	:	Underground and Overhead storage tanks of

Security	:	suitable capacity. Suitable Electric Pump will be installed at Ground Floor to deliver water to overhead reservoir from Underground reservoir. CCTV cameras, Intercom facility and 24/7 Security Personnel.
Landscape	:	Professionally designed and executed landscaping.

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

THE SCHEDULE ABOVE REFERRED TO

ALL THAT Piece and Parcel of land measuring more or less **06 (Six) Kattahs 01 (One) Chittaks 22 (Twenty Two) Sft.** equivalent **407.602 Sq. Mtr.,** situated within **MOUZA – NAYABAD,** under **R. S. Dag No. 205, R. S. Khatian No. 113, Touzi No. 56, R. S. No. – 3, J. L. No. – 25, Borough – XII, Under Kolkata Municipal Corporation Ward No. 109, P. S. - Panchasayar (Formerly – Purba Jadavpur),** being **PREMISES NO. – 3723, NAYABAD, KOLKATA - 700 094,** District- 24 Parganas (South), West Bengal, which is butted and bounded as follows:-

ON THE NORTH : Premises No. 3339, 3340 Nayabad and
thereafter 23 Ft. Wide Municipal Road

ON THE SOUTH : 5.029 Mtr. Wide Municipal Road

ON THE EAST : Premises 905, Nayabad

ON THE WEST : Land of Plot No. 42 & 43

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

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

SIGNED, SEALED and DELIVERED

by the within named **OWNER**

at Kolkata in the presence of

Witnesses:-

Debarati Sengupta
17/1, Landowne Terrace
KOL - 26

Arvind Das,
17/1, Landowne Terrace
KOL - 26

SIGNED, SEALED and DELIVERED

by the within named **DEVELOPER**

at Kolkata in the presence of

Rakesh Sharma
17/1, Landowne Terrace
KOL-26

MADHUR ENCLAVE (P) LTD.

Anoop Gupta
Director/Authorized Signatory

SIGNATURE OF OWNER

NIRMAL COMPLEX PVT. LTD

Aditya Agarwal
Director/Authorized Signatory

SIGNATURE OF DEVELOPER

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

Sanjay

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

ID No.: 19-201920-022266773-1

BRN Date: 23/03/2020 12:11:49

BRN : 1062963412

Payment Mode Online Payment

Bank : HDFC Bank

BRN Date: 23/03/2020 12:12:08

DEPOSITOR'S DETAILS

Id No. : 2000529377/2/2020

(Query No./Query Year)

Name : DEBARATI SEN GUPTA

Contact No. :

Mobile No. : +91 9593886996

E-mail :

Address : 171 lansdowne terrace Kol. 26

Applicant Name : Mr SANJAY KUMAR JAIN

Office Name :

Office Address :

Status of Depositor : Others

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	2000529377/2/2020	Property Registration- Stamp duty	0030-02-133-003-02	20021 ✓
2	2000529377/2/2020	Property Registration- Registration Fees	0030-03-134-001-16	10021 ✓

In Words : Rupees Thirty Thousand Forty Two only

Total

30042