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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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Certified that the document is admissible to registration. The Signature Sheet and endorsement Sheet Attached to the document are the part of the document.

Additional District Sub-Registrar
Cossipore, Duan Duan, 24-Pgs. (North)

09 AUG 2018

JOINT VENTURE AGREEMENT

THIS INDENTURE is made on this the 9th day of August, Two Thousand Eighteen (2018) of the Christian Era.

BY AND BETWEEN

CHANDANA CHATTERJEE-(PAN-AVNPC7876Q & ADHAR No.9218 1922 0231 & Mobile No.8481010973), daughter of Late Ram Chandra Chatterjee, by caste & religion-'Hindu', by occupation-'Domestic Work', by Nationality-'Indian', all are residing at premises No.1, Kasiswar Chatterjee Lane, P.O-Baranagar, P.S-Cossipore, Kolkata-700036 in the State of West Bengal hereinafter jointly called and referred to as the 'LAND LADY'

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which term or expression shall unless excluded' by or repugnant to the subject or context be deemed to mean and include each of her representatives legal heirs, successors, legal representatives, executors, administrators and / or assigns) of the **ONE PART**.

AND

"M/S. S. R CONSTRUCTION", a partnership Firm, having its registered office at premises No.17/12, Satchasi Para Road, P.O & P.S-Cossipore, Kolkata-700002, District-North 24 Pargnas, represented by its partners **(1) SK. SAMSDAD (PAN-CCUPS8420G & Mobile No.9830540034)**, son of Sk. Alam Klierat, by faith-'Muslim', by occupation-'Business', residing at Premises No.96/H/7, Cossipore Road, P.O-& P.S-Cossipore, Kolkata-700002, **(2) SRI RAJESH KUMAR SHAW (PAN-AZLPS3643G & Mobile No.9830182080)**, son of Late Kishorilal Shaw, by caste & religion-'Hindu', by occupation-'Business', residing at premises No.7/J, Gopi Moridal Lane, P.O & P.S-Cossipore, Kolkata-700002, hereinafter called and referred to as the **"DEVELOPERS / PROMOTERS"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, executors, administrators, representatives) of the **OTHER PART**.

W H E R E A S :

In this Joint Venture Agreement unless it is contrary or repugnant to the context :-

The **FIRST PARTY** is hereinafter individually referred to as a **Land Lady /Owner** and the **SECOND PARTY** are hereinafter individually referred to as a Developers and collectively referred to as **"PARTIES"**.

The Land & building, particularly described in the Schedule "A" herein below is hereinafter referred to as the **"Property"**.

WHEREAS Satish Chandra Chatterjee, son of Late Abinash Chandra Chatterjee and Hari Charan Chatterjee are sons of Late Girish Chandra Chatterjee were the joint owners and Co-Shares in respect of 50% share each of in both the parties in respect of the Land, measuring an area of 14 Cottahs along with critical dilapidated Two Storied building, measuring about 3000 Square feet, situated at premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, Assessee No.11-001-080-001-8, Borough-1, within the Limitation of Ward No.01 of the Kolkata Municipal Corporation and within the jurisdiction of A.D.S.R.O Cossipore Dum Dum and D.R-Barasat in the District of North 24 Parganas.

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AND WHEREAS during the peaceful possession & enjoyment of the said Land, measuring an area of 14 Cottahs along with critical dilapidated Two Storied building, measuring about 3000 Square feet, situated at premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, Assessee No.11-001-080-001-8, Borough-1, within the Limitation of Ward No.01 of the Kolkata Municipal Corporation and within the jurisdiction of A.D.S.R.O Cossipore Dum Dum and D.R.O-Barasat in the District of North 24 Parganas; **Hari Charan Chatterjee** died intestate on 24.01.1957 leaving behind his wife **Smt Pravabati Debi** as only Legal Heir & Successor according to the Hindu Succession Act, 1956, who inherited undivided 50% share of the land & building premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, Assessee No.11-001-080-001-8, Borough-1, within the Limitation of Ward No.01 of the Kolkata Municipal Corporation.

AND WHEREAS thereafter the said **PRAVABATI DEBI** died intestate on 08.11.1960 as issue less.

AND WHEREAS after the demise of the said **Hari Charan Chatterjee, Pravabati Debi** their nephew namely **Satish Chandra Chatterjee** became the absolute owner of the Land, measuring an area of 14 Cottahs along with critical dilapidated Two Storied building measuring about 3000 Square feet, situated at premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, Assessee No.11-001-080-001-8, Borough-1, within the Limitation of Ward No.01 of the Kolkata Municipal Corporation and within the jurisdiction of A.D.S.R.O Cossipore Dum Dum and D.R.O-Barasat in the district of North 24 Parganas.

AND WHEREAS in such a way of the world, **Satish Chandra Chatterjee** died intestate on the 27th day of May, 1968 leaving behind his wife (1) **Hari Dasi Devi** & two sons namely (2) **Ram Chandra Chatterjee** (3) **Sri Shyam Chandra Chatterjee** and one daughter namely (4) **Bimala Chatterjee** as his legal heirs and representatives according to the Hindu Succession Act, 1956.

AND WHEREAS after the demise of the said **Hari Charan Chatterjee Pravabati Debi** and **Satish Chandra Chatterjee**; (1) **Hari Dasi Devi** (2) **Ram Chandra Chatterjee**, (3) **Sri Shyam Chandra Chatterjee** and **Bimala Chatterjee** became the joint owners of the Land, measuring an area of 14 Cottahs along with critical dilapidated Two Storied building, measuring about 3000 Square feet, comprised in premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, Assessee No.11-001-080-001-8, Borough-1, within the Limitation of Ward No.01 of the Kolkata Municipal

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Corporation and within the jurisdiction of A.D.S.R.O Cossipore Dum Dum and D.R-Barasat in the district of North 24 Parganas.

AND WHEREAS in the same way during the peaceful possession & enjoyment of the said Land, measuring an area of 14 Cottahs along with critical dilapidated Two Storied building measuring about 3000 Square feet, comprised in premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, within the Limitation of Ward No.01 of the Kolkata Municipal Corporation; **Smt Hari Dasi Devi** has seen her pilot face to face on 2nd day of October, 1968 leaving behind her two sons namely **(1) Ram Chandra Chatterjee**, **(2) Sri Shyam Chandra Chatterje** (un married) and one un married daughter namely **(3) Bimala Chatterjee** as her legal heirs and representatives according to the Hindu Succession Act, 1956, who are inherited undivided share of the land & building of premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, Assessee No.11-001-080-001-8, Borough-1, within the Limitation of Ward No.01 of the Kolkata Municipal Corporation, left by **Hari Dasi Devi**.

AND WHEREAS it may be mentioned here that the inheritance of the property by **Satish Chandra Chatterjee** has been **duly affirmed full blooded brother's son of Sri Hari Charan Chatterjee** by virtue of the judgement passed by the Hon'ble High Court at Calcutta in connection with Appeal No.1163 of 1970.

AND WHEREAS thereafter **Bimala Chatterjee**, who was bachelor died intestate on the 03rd day of November, 2005 leaving behind her two brothers namely **(1) Ram Chandra Chatterjee** and **(3) Sri Shyam Chandra Chatterje** as her legal heirs and representatives according to the Hindu Succession Act, 1956, who are became the joint absolute owners of the Land, measuring an area of 14 Cottahs along with critical dilapidated Two Storied building measuring about 3000 Square feet, comprised in premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, Assessee No.11-001-080-001-8, Borough-1, within the Limitation of Ward No.01 of the Kolkata Municipal Corporation.

AND WHEREAS during the peaceful possession & enjoyment of the said Land, measuring about 14 Cottahs along with critical dilapidated Two Storied building, measuring about 3000 Square feet, situated at premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, within the Limitation of Ward No.01 of the Kolkata Municipal Corporation, particularly described in the Schedule 'A' hereunder one of the Co-owners / sharers **Ram**

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Chandrqa Chatterjee died intestate on 16th day of April, 2012 leaving behind his wife (1) **REBA CHATTERJEE**, one son namely (2) **SRI SUKUMAR CHATTERJEE** and unmarried two daughters namely (3) **MISS SUKLA**

CHATTERJEE, (4) **MISS CHANDANA CHATTERJEE**, who are jointly became the 50% share holder of the undivided Land & building premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, within the Limitation of Ward No.01 of the Kolkata Municipal Corporation with other Co-owners/sharers namely **Sri Shyam Chandra Chatterje**.

AND WHEREAS after the demise of the said (1) **Hari Charan Chatterje**, (2) **Pravabati Debi**, (3) **Satish Chandra Chatterjee**, (4) **Bimala Chatterjee** and (5) **Ram Chandra Chatterjee**; (1) **Sri Shyam Chandra Chatterje** (2) **Reba Chatterjee**, (3) **Sri Sukumar Chatterjee**, (4) **Miss Sukla Chatterjee**, (5) **Miss Chandana Chatterjee** became the joint owners of an undivided Land, measuring an area of 14 Cottahs along with critical dilapidated Two Storied building, measuring about 3000 Square feet, situated at premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036 and mutated their names with Assessment Book of the Kolkata Municipal Corporation and made Amicable Partitioned the Land, **measuring about 10 Cottahs along with 1500 Square feet Two Storied building** out of the said 14 Cottahs Land along with critical dilapidated Two Storied building, measuring about 3000 Square feet, comprised in premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, by virtue of the Deed of Partition, dated 18.05.2018, registered before the Additional District Sub Registrar of Cossipore Dum Dum and recorded as Book No.1, Volume No.1506-2018, Pages from 194386 to 194429, being No.150604314 for the year of 2018.

AND WHEREAS by virtue of the above said Deed of Partition, dated 18.05.2018, being No.150604314 for the year of 2018; (1) **REBA CHATTERJEE**, wife of Late Ram Chandra Chatterjee, (2) **SRI SUKUMAR CHATTERJEE**, son of Late Ram Chandra Chatterjee, (3) **MISS SUKLA CHATTERJEE**, daughter of Late Ram Chandra Chatterjee, (4) **MIS CHANDANA CHATTERJEE**, daughter of Late Ram Chandra Chatterjee, all are residing at premises No.1, Kasiswar Chatterjee Lane, P.O-Baranagar, P.S-Cossipore, Kolkata-700036 became the joint owners of the Land, measuring about 5 Cottahs along with critical dilapidated Two Storied building, measuring about 1500 Square feet, situated on the North side of the premises

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No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, particularly described in the Schedule "A" herein below.

AND WHEREAS in the manner aforesaid after becoming the joint Owners of the Land, **measuring about 5 Cottahs** along with critical dilapidated Two Storied building, measuring about 1500 Square feet, situated on the South side of the premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, particularly described in the Schedule "A" herein below **(1) REBA CHATTERJEE**, wife of Late Ram Chandra Chatterjee, **(2) SRI SUKUMAR CHATTERJEE**, son of Late Ram Chandra Chatterjee, **(3) MISS SUKLA CHATTERJEE**, daughter of Late Ram Chandra Chatterjee, all are residing at premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036 wanted to make gift their undivided 4/3rd share of the Land, **measuring about 3 Cottahs 12 Chittaks** along with critical dilapidated Two Storied building, measuring about **1125 Square feet**, out of the Land **measuring about 5 Cottahs** along with critical dilapidated Two Storied building, measuring about 1500 Square feet of the premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036 in favour of **MIS CHANDANA CHATTERJEE**, daughter of Late Ram Chandra Chatterjee, residing at premises No.1, Kasiswar Chatterjee Lane, P.O-Baranagar, P.S-Cossipore, Kolkata-700036.

AND WHEREAS may be mentioned here that **MIS CHANDANA CHATTERJEE**, daughter of Late Ram Chandra Chatterjee, residing at premises No.1, Kasiswar Chatterjee Lane, P.O-Baranagar, P.S-Cossipore, Kolkata-700036 acquired undivided Land, **measuring about 3 Cottahs 12 Chittaks** along with 1125 Square feet critically dilapidated Two Storied building by virtue of the instant Deed of Gift, and herself was undivided 900 Square feet Land and with undivided 325 Square feet two storied building.

As such, by virtue of the Deed of Gift, dated 27.07.2018, registered before the Additional District Sub Registrar of Cossipore Dum Dum and recorded as Book No.1, Volume No.1506-2018, Pages from 304210 to 304245 being No.150606891 for the year of 2018 and acquired by herself by virtue of the Deed of Partition, dated 18.05.2018, registered before the Additional District Sub Registrar of Cossipore Dum Dum and recorded as Book No.1, Volume No.1506-2018, Pages from 194386 to 194429, being No.150604314 for the year of 2018; **MIS CHANDANA CHATTERJEE**, daughter of Late Ram Chandra Chatterjee, residing at premises No.1, Kasiswar Chatterjee Lane, P.O-Baranagar, P.S-Cossipore, Kolkata-700036 became the absolute owner of the Land, **measuring about 5 Cottahs** along with critical dilapidated Two Storied building, measuring about 1500 Square feet, comprised in premises No.1, Kasiswar Chatterjee Lane, Police Station-Cossipore, Kolkata-700036, Assessee

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No.11-001-080-001-8, Borough-1, within the Limitation of Ward No.01 of the Kolkata Municipal Corporation and within the jurisdiction of A.D.S.R.O. Cossipore Dum Dum and D.R-Barasat in the District of North 24 Parganas.

AND WHEREAS in the manner above said after becoming the owner of the Land, measuring about 5 Cottahs along with critical dilapidated Two Storied building, measuring about 1500 Square feet of the premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, Assessee No.11-001-080-001-8, Borough-1, within the Limitation of Ward No.01 of the Kolkata Municipal Corporation, particularly described in the schedule 'A' herein below, **MIS CHANDANA CHATTERJEE**, daughter of Late Ram Chandra Chatterjee, residing at premises No.1, Kasiswar Chatterjee Lane, P.O-Baranagar, P.S-Cossipore, Kolkata-700036 wanted to construct a Multi Storied building in accordance with sanctioned building Plan, to be sanctioned by the Kolkata Municipal Corporation.

But due to financial stringency and/or paucity of funds and lack of knowledge, the owners are unable to start the construction work on the said Land, particularly described in the schedule 'A' hereunder. **AND AS SUCH** she was searching Developers/Promoters who can take the responsibility of successful construction on the land at their own arrangement and expenses.

AND WHEREAS having come to know the intention of the present Owner; the Developers/Promoters "**M/S. S. R CONSTRUCTION**" a partnership Firm, having its registered office at premises No.17/12, Satchasi Para Road, P.O & P.S-Cossipore, Kolkata-700002, represented by its partners namely (1) **SK. SAMSAAD (PAN-CCUPS8420G)**, son of Sk. Alam Khairat, residing at premises No.96/H/7, Cossipore Road, P.O-& P.S-Cossipore, Kolkata-700002, (2) **SRI RAJESH KUMAR SHAW (PAN-AZLPS3643G)**, son of Late Kishorilal Shaw, residing at premises No.7/J, Gopi Mondal Lane, P.O & P.S-Cossipore, Kolkata-700002, approached the Owner to development the Land, particularly described in the schedule hereunder in accordance with the Building Plan to be sanctioned by the Kolkata Municipal Corporation at their own arrangement and expenses.

AND WHEREAS the present Owners having thus been approached by the Developers agreed to allow the Developers to develop the said land the Land, measuring about 5 Cottahs along with critical dilapidated Two Storied building, measuring about 1500 Square feet of the premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, Assessee No.11-001-080-001-8, Borough-1, within the Limitation of Ward No.01 of the

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Kolkata Municipal Corporation, Schedule 'A' hereunder on the **TERMS & CONDITIONS** hereinafter contained.

Now this agreement witnessed and it is hereby agreed upon by and between the parties hereto the following **Terms and Conditions** :

ARTICLE- I DEFINITIONS

In this present unless there is anything repugnant to or inconsistent with:

- 1.1 **LAND OWNER** shall mean the **MIS CHANDANA CHATTERJEE**, daughter of Late Ram Chandra Chatterjee, residing at premises No.1, Kasiswar Chatterjee Lane, P.O-Baranagar, P.S-Cossipore, Kolkata-700036, West Bengal and their heirs, executors, administrators, legal representatives and assigns.
- 1.2. **DEVELOPERS/PROMOTERS** shall mean "**M/S. S. R CONSTRUCTION**", a partnership Firm, having its registered office at premises No.17/12, Satchasi Para Road, P.O & P.S-Cossipore, Kolkata-700002, District-North 24 Pargnas, represented by its partners namely (1) **SK. SAMSAD**, son of Sk. Alam Klierat, residing at Premises No.96/H/7, Cossipore Road, P.O-& P.S-Cossipore, Kolkata-700002, (2) **SRI RAJESH KUMAR SHAW**, son of Late Kishorilal Shaw, residing at premises No.7/J, Gopi Mondal Lane, P.O & P.S-Cossipore, Kolkata-700002.
- 1.3 **TITLE DEEDS** shall mean Deed of Gift, dated 21.07.2018, registered in Book No.1, Volume No.1506-2018, Pages from 304210 to 304245, being No.150606891 for the year of 2018 & other Papers & documents.
- 1.4 **LAND** shall mean the land measuring about measuring about 5 Cottahs along with critical dilapidated Two Storied building, measuring about 1500 Square feet of the premises No.1, Kasiswar Chatterjee Lane, (South Side of the Premises) Police Station Cossipore, Kolkata-700036, Assessee No.11-001-080-001-8, Borough-1, within the Limitation of Ward No.01 of the Kolkata Municipal Corporation, particularly described in the schedule 'A' hereunder.
- 1.5 **BUILDING** shall mean the Multi Storied residential building to be constructed on the said land measuring about measuring about 5 Cottahs along with critical dilapidated Two Storied building, measuring about 1500 Square feet of the premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, Assessee

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No.11-001-080-001-8, Borough-1, within the Limitation of Ward No.01 of the Kolkata Municipal Corporation within the jurisdiction of Additional District Sub Registry office Cossipore Dum Dum, District Registry Office-Barasat in the District of North 24 Parganas.

- 1.6 **COMMON FACILITIES, AMENITIES AND RIGHTS** shall include corridors, stair ways, passage-ways, drive-ways, common lavatories, underground water reservoir, overhead water tank, water pump and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, location enjoyment, provision, maintenance and/or management of the building and land.
- 1.7 **SALEABLE SPACE** shall mean flats and spaces allotted to the Developers in the building available for independent use and occupation after making due provisions for common facilities and the space required therefore.
- 1.8 **OWNER'S ALLOCATION** shall mean **40% constructed area** of the building to be constructed on the Land, measuring about measuring about 5 Cottah comprised in premises No.1, Kasiswar Chatterjee Lane, P.O-Baranagar, P.S-Cossipore, Kolkata-700036 within the Limitation of Ward No.01 of the Kolkata Municipal Corporation and the Developers shall pay a sum of Rs.6,00,000/- Rupees Six Lakh) only per year till to the delivery of the possession of the Owners' allocation to the Owners by the Developers within 6 months after sanctioned of the building Plan, which will be returned and /or adjust at the time of the delivery of possession of the Owners' allocation .
- 1.9. **DEVELOPER'S ALLOCATION** shall mean remaining constructed area in the Newly proposed Multi Storied building excepting the portion allotted to the owners in the proposed building to be constructed on the land/premises including proportionate share of the common facilities and amenities thereon.
- 1.10 **THE ARCHITECT** shall mean such qualified Engineer / Engineers Who being appointed by the Developers on the said land for construction of such buildings.

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- 1.11 **BUILDING PLAN** would mean such plan, which will be sanctioned by the Kolkata Municipal Corporation and its subsequent renewal plan thereto to be obtained by the Owner/Developers.
- 1.12 **TRANSFERERS/VENDORS** With its grammatical variations shall include transfer by possession and by any other means adopting for effecting what is legally a transfer of G+4 storied building to Purchaser/Purchasers thereof.
- 1.13 **TRANSFERERS/ VENDORS** shall mean the Land Lady, stated in paragraph 1.1 and/or her Legal heirs and representatives and / or nominated or appointed person / persons.
- 1.14 **TRANSFEREES/PURCHASERS** shall mean a person, firm, limited company, association of persons to whom residential flat/flats or spaces in the building to be transferred.
- 1.15 **ADVOCATE** shall mean **UJJWAL TRIVEDI**, Bar Association, Room No.9, High Court, Calcutta, Phone No.9830631343.

ARTICLE - II, COMMENCEMENT

- 2.1 This Agreement shall be deemed to have commenced with effect From the date of obtaining the registered Power-of-Attorney.

ARTICLE-III, OWNER'S RIGHT AND REPRESENTATIONS

- 3.1 The Owner hereto absolutely seized and possessed of and/or well and sufficiently entitled to the said Land measuring 5 Cottah comprised in premises No.1, Kasiswar Chatterjee Lane, P.O- Baranagar, P.S- Cossipore, Kolkata-700036 within the Limitation of Ward No.01 of the Kolkata Municipal Corporation the Kolkata Municipal Corporation in the within the jurisdiction of Additional District Sub Registry office Cossipore Dum Dum, District Registry Office-Barasat in the District of North 24 Parganas.
- 3.2 The said land is free from all encumbrances. The Owners shall have marketable title in all respect of the said Land when the Power-of-Attorney would be executed & registered.
- 3.3 The said premises/land is free from all encumbrances, charges, liens, lispendents, attachments, trusts, acquisition requisitions whatsoever

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or howsoever subject to what have been stated hereinbefore and hereinafter.

- 3.4 There is no excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- 3.5 There is no bar legal or otherwise for the Owners to obtain the Certificate under Section 130 (a)(1) of the Income Tax Act, 1961 and other consents and permissions that may be required in dealing with the said land in any manner whatsoever.

ARTICLE - IV, DEVELOPERS' RIGHTS

- 4.1 The Owner does hereby grant subject to that has been hereunder provided, exclusive right to the Developers to develop the said land by way of constructing a Multi storied building thereon in accordance with the Sanctioned Building Plan which will be sanctioned by Kolkata Municipal Corporation with or without any amendment and /or modification thereto made or caused to be made by the parties hereto.
- 4.2 All applications, plans and other papers and documents as may be required by the Developers for the purpose of constructing the proposed Building shall be prepared and obtained by the Developer on behalf of the Owner at the Developers' own costs and expenses and the Developer shall pay and bear all fees including Article fees charges, expenses, required to be paid or deposited for the purpose of development of the said premises.
- 4.3 It is made clear that save and except the share of the Owners in the proposed buildings as mentioned in Clause 1.8 of Article-I, all other floors and flats will be the property of the Developers herein and if the Developers so desires, it could be disposed of by itself to the prospective buyers at any consideration or price at the sole discretion of the Developers, but after handing over the Owners allocation as per terms of the said agreement.

ARTICLE - V, PROCEDURE

- 5.1 After mutated her name in the record of the Kolkata Municipal Corporation; The Owner shall give and/or execute a separate Development Power of Attorney duly registered in favour of the

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Developers for the purpose of construction of the said building and also to sell and or transfer to any intending purchaser or purchasers of the Developers' allocation after allotted the Owner's allocation.

ARTICLE - VI, DEALINGS OF SPACES IN THE BUILDING

- 6.1 The Developers shall on completion of the building in all respect put the Owner first in undisputed possession of the Owner's allocation **TOGETHERWITH** the rights in common to the common facilities and amenities to be enjoyed proportionately with other **Owners** of the Flat/Flats.
- 6.2 The Owner will be entitled to transfer or otherwise deal with the Owner's allocation in the proposed Multi storied building.
- 6.2 The Developers shall have the liberty with exclusive right and authority to negotiate for the sale of floors/flats together with proportionate share of land excepting the space provided under Owners' allocation, as mentioned hereinbefore in the said proposed building with any prospective buyer/s before or in course of the construction work of the said building at such consideration and on such terms and conditions as the Developers shall think fit and proper. It is clearly agreed and declared by the parties herein that the consideration money for such transfer as aforesaid, including earnest money or initial payments or part payment thereof shall be received at the Developers and the Owners' herein will have no right and share and will not be entitled to any portion thereof. It may be mentioned here that after obtaining the sanctioned Building Plan from the Kolkata Municipal Corporation the Developers may/shall execute a supplementary agreement specifying the details particulars of the owners' allocation in the proposed building.
- 6.4 The Developers shall be entitled to enter into agreement for sale or transfer in respect of Developers' allocation and on such Agreement for Sale and the Land Owners/Vendor will give her signature as Land Owners as One Part & execute the same & register if necessary.
- 6.5 The possession of the Owner's allocation shall be handed over first and then Developers shall execute the Conveyance or Conveyances in favour of the intending Purchaser or Purchasers of the Developers' Allocation in the newly proposed building.

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ARTICLE - VII, BUILDINGS

- 7.1 The Developers shall construct, erect and complete the building at their own costs / expenses on the land in accordance with the sanctioned plan with such materials and with such specification as are mentioned in the Schedule 'B' hereunder written and as may be recommended by the Architect from time to time. Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties.
- 7.2 That it is specially mentioned herein that the Construction Work of the building Shall not be prevented and / or extend under any circumstances or any cause to be shown by either parties even after the death of any of the parties.
- 7.3 The Developers shall install standard New Pump Set, Water storage Tanks, Overhead Reservoir, Electric Wirings, and other facilities as are required to be provided in a residential building for a self contained apartments.
- 7.3 The Developers shall be authorised in the name of the Owner in so far as in necessary to apply for and obtain temporary and permanent connections of water, drainage, sewerage and/or other facilities required for the construction of enjoyment of the building otherwise the land Owners shall give their valid signatures in all the papers and when required by the Developers for the same.
- 7.5 The Developers shall at its own costs and expenses and may without creating any financial or other liability to the Owner, construct and complete the said proposed building into various units in accordance with the sanctioned building plan.
- 7.6 All costs, charges and expenses including Architect's fees shall be discharged and paid by the Developers and the Owners will have no responsibility in this context.

ARTICLE - VIII, COMMON FACILITIES

- 8.1 The Developers shall be fully responsible to collect the C.C from the Kolkata Municipal Corporation and pay and bear all property taxes and outgoings in respect of the building accruing due upto the date of starting the construction of the building.

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- 8.2 As soon as the building is completed, the Developers shall give written notice to the Owner requiring the Owner to take possession of the Owner's allocation in the building. Then after 30 days from the date of service of such notice and at all times thereafter the Owner shall be exclusively responsible for payment of all Municipal Taxes and other public outgoings and impositions whatsoever payable in respect of the Owner's allocations.
- 8.3 The Owner shall not do any act deed or thing whereby the Developers shall be prevented from construction and completion of the said building as per approved plan.
- 8.4 Both the parties Developers and the Owner herein shall enjoy her respective allocations/portions in the said building with absolute right of alienation transfer, gift etc.

ARTICLE -IX, COMMON RESTRICTION

The Owner's allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the Developers' allocation in the building for common benefits of all the occupiers of the building which shall include the follows:-

- 9.1 Neither party shall use or permit to the use of the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity which may cause any nuisance or hazard to the other occupiers of the building.
- 9.2 Neither party shall demolish or permit for demolition of any wall or other structure in their respective allocation without the previous consent of the others in this behalf.
- 9.3 Neither party shall transfer or permit to transfer of their respective allocations or any portion thereof unless :-
- a) Such party shall have observed and performed all terms and conditions on their respective part to be observed and/or performed.

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b) The proposed transferee shall have given a written undertaking to that effect that such transferee shall remain bound by the terms and conditions.

9.4 Both parties shall abide by all law, bye-laws, rules and regulations of the Government, Statutory bodies and/or local bodies as the case may be whatsoever.

9.5 Neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.

9.6 No goods or other items shall be kept by the either party for display or otherwise in the corridors or other common places in the building and no hindrance shall be caused in any manner for the free movement of users in the corridors and other common places in the building.

9.7 Neither party shall throw or accumulate any dirt, rubbish, waste se or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.

9.8 Either of the parties shall permit other's agents with or without workmen and others at all reasonable times to enter into the building for the purpose of repairing maintenance rebuilding clearing lighting etc.

ARTICLE X. OWNER'S OBLIGATIONS

10.1 The Owner does hereby agreed and covenant with the Developers not to cause any interference or hindrance in lawful construction of the building on the land in question. If any unnecessary interference or hindrance is caused by the Owners or their agents, servants representatives causing hindrance or impediment to such construction the Owner will be liable for damages.

10.2 The Owner does hereby covenants with the Developers not to do any act deed or thing whereby the Developers may be prevented from selling, assigning and/or disposing of any of the Developers' allocated

Contd...P/16

portion in the building of the said premises in favour of the intending buyer or buyers.

- 10.3 The Owner herein will have no right, authority and power to terminate and/or determine this agreement within the stipulated period of construction and sale of the said building. It is recorded herein that the completion period of the proposed building shall be only 36 month from the date of deliver/hand over peaceful vacant possession of the Land, particularly described in the Schedule 'A' herein below.
- 10.4 No part of the said properties and/or land is subject to any order of acquisition or requisition nor any notice of acquisition or requisition has been served upon the Owners.
- 10.5 The said premises have not been subject to any notice of attachment under public demands recovery act or for payment of Income-Tax and Municipal Taxes or any statutory dues whatsoever or howsoever.
- 10.6 The Owner herein undertakes not to create any kind of charges by depositing the Title Deeds of the land at any time during the subsistence of this agreement.
- 10.7 The Owner hereto will execute register Power of Attorney in favour of the Developers, whereby the Developers will be empowered to sell the flat/flats/units/garages of the said Multi storied building to the intending Purchaser/Purchasers for and on behalf of the Owner only for the Developer's allocation.
- 10.8 The Owner hereto without being influenced or provoked by anybody do hereby categorically allowed to start the construction of the said proposed building exclusively at its own cost, arrangement and risk in as much as without having any financial participation and/or involvement on the part of the Owner hereto and the Developers shall be at liberty to receive any amount from any Purchaser/Purchasers in its own name and at their sole discretion without having any attachment/interference of share thereon of the Owner's allocation.
- 10.9 The Owner does hereby further agreed and covenants with the Developers that Developers shall obtain a building sanction plan from Kolkata Municipal Corporation.

Contd...P/17

ARTICLE - XI, DEVELOPERS' OBLIGATIONS

- 11.1 The Developers doth hereby agreed and covenants with the Owner to complete the construction of the building within 36 months from the date of the execution of the instant Agreement.
- 11.1 The Developers hereby agrees and covenants with the Owner to transfer and / or assign the benefits of this Agreement or any portion thereof without the consent in writing of the Owners.
- 11.3 The Developers hereby agree and covenant with the Owner not to violate or contravenes any of the provisions of rules applicable to construction of the said building.
- 11.4 The Developers hereby agrees and covenants with the Owner not to do any act deed or things whereby the Owner is prevented from enjoying selling assigning and/or disposing of any of the Owners' allocations in the building at the said premises and also the Developers shall be liable for all accidents or any other problems in respect of the construction of the building.
- 11.5 The Developers hereby agrees not to take the part with possession of the Developers' allocation or any portion unless possession of the Owner's allocation is delivered to the Owner at first within 30 months positively.

ARTICLE - XII, OWNER'S INDEMNIFY

- 12.1 The Owners hereby undertake that the Developers shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances on the part of the Owners provided the Developers performs all the terms and conditions hereby contained in its part and immediate shall hand over the possession of the Land in question to the Developers.

ARTICLE - XIII, DEVELOPER'S INDEMNITY

- 13.1 The Developers hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or commissions or commission of the Developers in relation to the making of construction of the said building.

ARTICLE - XIV, MISCELLANEOUS

- 14.1 The Owner and the Developers have entered into the Agreement purely as a contract on the basis of this Joint Venture Agreement and under no circumstances this shall not be treated as partnership in between the Owners and the Developers.

Contd...P/18

- 14.2 Immediately after getting / receiving the possession of the land, the Developers shall be entitled to start construction of the proposed building in accordance with the sanctioned building plan sanctioned by the Baranagar Municipality.
- 14.3 Any notice required to be given by the Developers shall without prejudice to any other mode of service available be deemed to have been served on the Owners by hand and duly acknowledged or by prepaid registered post with acknowledgement due and shall likewise be deemed to have been served on the Developer by the Owners.
- 14.4 The Developers and the Owner shall mutually frame scheme for the management and administration of the proposed building.
- 14.5 The name of the building shall be SHYAM APARTMENT.
- 14.6 As and from the date of completion of the building the Developers and/or its transferees and the Owner and/or her transferees shall each shall be liable to pay and bear proportionate charges on account of ground rent and wealth taxes and other taxes payable in respect of their respective spaces.
- 14.7 The proposed Building to be constructed by the Developers shall be made in accordance with the specifications more fully and particularly mentioned and described in the Specification of the building hereunder written.

ARTICLE - XV, FORCE MAJEURE

- 15.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative objections prevented by the "Force Majeure".
- 15.2 "Force Majeure" shall mean flood, earthquake, riot war, storm, tempest, civil, commotion strike and/or any other act or commission beyond the control of the parties hereto.

ARTICLE - XVI, PENAL CLAUSE

- 16.1 It is made clear that, in the event the Developer fails and/or neglects to start the construction work even after obtaining sanctioned building

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plan of the Kolkata Municipal Corporation as well as handing over the vacant possession of the land free from all encumbrances, the Developer shall pay damages to the Owner and further that, if the Developer abandons the construction work after some progress, then the land will be returned to Owners along with existing structure and materials lying thereon.

ARTICLE - XVII, JURISDICTION

- 17.1 The Courts of North 24 Parganas alone shall have the jurisdiction to entertain and determine all actions suits and proceedings arising out of these presents between two parties hereto.

SCHEDULE 'A' ABOVE REFERRED TO :

ALL THAT piece and parcel of homestead land measuring about 5 Cottahs along with 1500 Square feet (Ground floor-750 Square feet and 750 Square feet on the 1st floor) ^{Cemented floor} Two storied building, (being Lot No. "B" as shown in the earlier Partition Deed) situated on the South Side of premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, Assessee No.11-001-080-001-8, Borough-1, within the Limitation of Ward No.01 of the Kolkata Municipal Corporation and within the jurisdiction of A.D.S.R. Cossipore Dum Dum and D.R-Barasat in the district of North 24 Parganas, butted and bounded as follows:-

ON THE NORTH : Other Part of the Land.

ON THE SOUTH : 2/B, Kasiswar Chatterjee Lane.

ON THE EAST : Vacant Land of the both

ON THE WEST : 20 Feet Wide Kasiswar Chatterjee Lane.

Contd...P/20

SCHEDULE 'B' ABOVE REFERRED TO :
(Specification of the building)

1. **SALIENT FEATURES OF THE BUILDINGS** : Building structure R.C.C. Column, Beam, Roof, Pillar, Tie-beam as per structural design approved by the competent authority, outside brick wall 8" thickness. Inside partition wall 14" and 3" as per Engineer's direction.
1. **FLOORING** : All bedrooms dining hall, Drawing-cum-living room varandah and toilet, kitchen to have marble.
3. **DADO** : a) The toilet dado upto 14' height with glazed tiles. b) **Kitchen** : On the gas-table installed the Black stone and back wall 3' height glaze tiles of above cooking platform to protect the oil spot and one still sink.
4. **TOILET** : On the toilet Western type commode with P.V.C. system another and one basin will be installed at dining space and glazed tiles above the basin.
14. **WINDOW** : All Aluminium window frame and palla with M.S. design grill and panel of the palla fitted with design glass.
6. **DOOR** : All door frame will be Maloysia Shall wood and palla will be made of good quality ply Wood.
7. **WATER SUPPLY** : Water supply round the clock is assured.
8. **PLUMBING** : Inside of the Wall Toilet pipe line will be concealed.
9. **ELECTRIC** :
 (a) Full concealed wiring. (b) Bed room two light points, two 14 Amp. Plug points and one fan point.
 (c) **Living Room** : Two light points, One fan point, two 14 Amp Plug point and one 114 Amp Plug point.
 (d) **Kitchen** : One light point, One exhaust fan point and one 114 Amp plug Point, One fan point.
 e) **Toilet** : One light point, One 114 Amp Plug point for Geezer.
 f) **Varandah** : One light point. g) Calling Bell, One calling bell point.
10. **COMMON SERVICES AND UTILITIES AREA**
 Motor room, Under Ground water tank and safety tank and common passage.
11. **PAINTING** : a) Inside wall of the flat will be Putty.

Contd...P/21

IN WITNESS WHEREOF we the parties have hereunto voluntarily and full consciousness of mind, free from any request of others as well as appreciated the contents and meaning of this Indenture put our respective hands and seals on this the 9th day of August, 2018 of the Christian Era.

SIGNED SEALED AND DELIVERED at
Calcutta in presence of :

WITNESSES :

1. Sival Day.
5/04, Bratulla Day,
61. G. Satchasi Para Road,
PO Box - Cossipore
Kolkata - 700002
2.
Md. Shamin,
96/H/38/1 Cossi Pour
Road. Kat-2

Chandana Chatterjee

Signature of the Owner

SP. Suman

Rajesh Kr. Shaw

Signature of the Developers

Drafted & Prepared by :

Ujjwal Trivedi

UJJWAL TRIVEDI, Advocate,
Bar Association, Room No. 9,
High Court, Calcutta.
Enrolment No. W.B-2780/1999
Mobile No. 9830631343

Computer Composed by :

Arya Trivedi

ARYA TRIVEDI,
17/12 Satchasi Para Road,
Calcutta-700002.

UNDER RULE 44A OF THE I.R. ACT, 1908.
N:B-L.H-BOX TO THUMB PRINTS
R.H-BOX-THUMB TO SMALL PRINTS.



SK Samson
8/1/2015

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Han					



Rafel K.V. Shaw
Rafel K.V. Shaw

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

UNDER RULE 44A OF THE I.R,ACT,1908.
 UNDER RULE 44A OF THE I.R,ACT,
 1908N:B-L.H-BOX TO THUMB PRINTS
 R.H.BOX-THUMB TO SMALL PRINTS.



Charulana Chatterjee

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
					
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
					

Charulana Chatterjee

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

19-201819-027211131-1

Payment Mode

Online Payment

KN Date: 07/08/2018 12:12:28

Bank : State Bank of India

BRN : CKG7216160

BRN Date: 07/08/2018 12:13:19

DEPOSITOR'S DETAILS

Id No. : 15060001099646/2/2018

[Query No./Query Year]

Name : BISWAS CONSULTANCY

Contact No. :

Mobile No. : +91 9239880397

E-mail :

Address : 101C SOUTH SINTHER ROAD

Applicant Name : Mr Ujjal Trivedi

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	15060001099646/2/2018	Property Registration- Stamp duty	0030-02-103-003-02	19920
2	15060001099646/2/2018	Property Registration- Registration Fees	0030-03-104-001-16	21

Total

19941

In Words : Rupees Nineteen Thousand Nine Hundred Forty One only

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1506-2018, Page from 317141 to 317181

Deed No 150607145 for the year 2018.



Digitally signed by SUMAN BASU
Date: 2018.08.13 12:07:01 +05:30
Reason: Digital Signing of Deed.

Suman

(Suman Basu) 13/08/2018 12:06:34
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

(This document is digitally signed.)