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the endorsement sheets attached with this  
document are the part of this document.

Addl. Dist. Sub-Registrar  
Alipore, South 24 Parganas

12 JUL 2017

### AGREEMENT FOR JOINT VENTURE

THIS MEMORANDUM OF AGREEMENT made this the 12<sup>th</sup> day of July, Two Thousand Seventeen BETWEEN:

DR. ANURADHA MUKHOPADHYAY, (PAN : AEIPM5324D), wife of Dr. Atri Mukhopadhyay, by faith Hindu, by occupation service, residing at FD-3/4 SALT LAKE, SECTOR III, Police Station Bidhannagar South, Post Office

65256

Sl. No. ....

Name : P. DAS, Advocate

Address : High Court, Kolkata

Ex. ....

Kolkata Collectorate,

11, Netaji Subhas Rd.,

Kolkata

Date ..... 80 JUN 2017

Anna K. Saha  
Licensed Stamp  
Vendor.



Signature.....

12 JUL 2017

ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

Nantu Das  
S/o Late S Das  
6. Baker Road  
Raniket, 700027.  
P.S & P.O. Alipore.

IB Market, Bidhan Nagar, Kolkata- 700106 hereinafter referred to as the "EXECUTANT/ LESSEE" (which expression unless excluded by or repugnant to the context hereof shall mean and include her respective heirs, executors, administrators, legal representatives and assign) of the ONE PART.

AND

MESSRS GRIHO NIRMAN ASSOCIATES, (PAN : AAFFG9883N), a Partnership Firm having its principal office at 82/7H, Ballygunge Place, at present 82/9A, Ballygunge Place, Post Office Ballygunge, Police Station Gariahat, Kolkata-700 019, herein represented by its two partners SRI ASHOKE KUMAR ROY, (PAN : ADEPR5803R), son of Late Hirendra Lal Roy by faith Hindu, by occupation Business residing at the premises No. 1/1A, Jamini Roy Sarani (Ballygunge Place East), Post Office Ballygunge, Police Station Gariahat, Kolkata-700 019 and SRI ARJUN SINGH, (PAN : ASQPS8610L) son of Late Shyamji Singh by faith Hindu, by occupation Business residing at the premises No. 82/8A, Ballygunge Place, Post Office Ballygunge, Police Station Gariahat, Kolkata-700 019 in the District of South 24-Parganas hereinafter collectively called and referred to as the "PROMOTERS/DEVELOPERS" (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, administrators, legal representatives successors-in-office and assigns) of the OTHER PART.

W H E R E A S one Uma Rani Roy Choudhury wife of Arabinda Prosad Roy Choudhury residing at premises no. 75-D, New Alipore, Police Station Alipore, Calcutta-700 033 applied to the Governor of State of West Bengal to grant her on Lease a plot of land at Mouza Bade Raipur, Police Station

Tollygunge in the District of 24-Parganas for the period and on the terms and conditions be mentioned therein.

AND WHEREAS the Governor of State of West Bengal as a Lessor therein agreed to the proposal of Uma Rani Roy Choudhury as the Lessee therein for allotment of a plot of land at Mouza Bade Raipur, Police Station Tollygunge in the District of 24-Parganas.

AND WHEREAS the Governor of State of West Bengal as the Lessor granted, conveyed and transferred by way of Lease to Uma Roy Choudhury wife of Arabinda Prosad Roy Choudhury residing at premises no. 75-D, New Alipore, Police Station Alipore, Calcutta-700 033 All That piece or parcel of land containing an area by measurement 5 (five) Cottahs 5 (five) Chittacks 19 (nineteen) square feet be the same a little more or less situated and lying at and being Plot No.88, J.L. No. 34, Tduzi No. 151, Sub Division Alipore, Mouza Bade Raipur, within the Municipal limits of Corporation of Calcutta, Police Station Tollygunge, Sub Registrar Alipore, in the District of 24-Parganas by an Indenture of Lease dated thirteenth day of August, One Thousand Nine Hundred Sixty Two at a Salami or Premium of Rs.14,780.00 (Rupees fourteen thousand seven hundred eighty) only for a period of 99 (ninety nine) years commencing from the thirteenth day of August, One Thousand Nine Hundred Sixty Two paying Annual rent of Re. 1/- during the said period of Lease on the 29<sup>th</sup> day of August every year for the year for which such rent shall be due and payable without any deduction or abatement whatsoever which was registered before the Sub Registrar Alipore, Sadar District 24-Parganas and recorded in Book No.I, Volume No.105, Pages 261 to 267, Being No.7806 for the year 1962.

AND WHEREAS Uma Rani Roy Choudhury, the Lessee in the said Indenture of Lease dated 13<sup>th</sup> day of August, 1962 paid a sum of Rs.7,390.00 (Rupees Seven Thousand Three Hundred Ninety) only being 50% of the Salami or premium in part out of the total premium of Rs.14,780.00 (Rupees fourteen thousand seven hundred eighty) only in the day of the said Indenture of Lease and had promised to pay the balance of Rs.7,390.00 (Rupees Seven Thousand Three Hundred Ninety) only in the manner stated in the said Indenture of Lease dated 13.08.1962.

AND WHEREAS the Governor of the State of West Bengal as the Lessor therein released Uma Rani Roy Choudhury, the Lessee therein upon payment of the entire premium as stated in the said Indenture of Lease dated 13<sup>th</sup> August, 1962 and at present there is no liability with the Governor of State of West Bengal, the Lessor therein.

AND WHEREAS Uma Rani Roy Choudhury thus seized and possessed of and well and sufficiently entitled to as the Lessee became the Owner of All That piece or parcel of land containing an area by measurement 5 (five) Cottahs 5 (five) Chittacks 19 (nineteen) square feet be the same a little more or less situated and lying at and being Plot No.88, J.L. No. 34, Touzi No. 151, Sub Division Alipore, Mouza Bade Raipur, within the Municipal limits of Corporation of Calcutta, Police Station Tollygunge, Sub Registrar Alipore, in the District of 24-Parganas free from all encumbrances, charges or liens whatsoever.

AND WHEREAS Uma Rani Roy Choudhury mutated her name in the records of The Kolkata Municipal Corporation and said plot of land was numbered as 176/14/88, Raipur Road, Kolkata- 700 092 and was assessed under being Assessee No. 21-096-07-0090-9.

AND WHEREAS Uma Rani Roy Choudhury constructed a two storied brick built building standing thereon on the land containing an area by measurement 5 (five) Cottahs 5 (five) Chittacks19 (nineteen) square feet be the same a little more or less situate and lying at and being Plot No.88, J.L. No. 34, Touzi No. 151, Sub Division Alipore, Mouza Bade Raipur, within the Municipal limits of Corporation of Calcutta, at present being known as 176/14/88, Raipur Road, Police Station Jadavpur (formerly Tollygunge), Sub Registrar Alipore, in the District of 24-Parganas.

AND WHEREAS Uma Rani Roy Choudhury alias Uma Roy Choudhury during her lifetime as the Settlor out of her love and affection executed a Deed of Settlement dated 12<sup>th</sup> January 2007 for confirming the provisions for her nieces (her own sister Lalita Roy Chowdhury's daughters) namely Dr. Anuradha Mukhopadhyay wife of Dr. Atri Mukhopadhyay and Smt. Amita De Bhowmick wife of Sri Shankar De Bhowmick, who were referred therein as the Settlees/Trustees to transfer her leasehold right, title and interest of All That two storied brick built building standing thereon on the land containing an area by measurement 5 (five) Cottahs 5 (five) Chittacks19 (nineteen) square feet be the same a little more or less situate and lying at and being Plot No.88, J.L. No. 34, Touzi No. 151, Sub Division Alipore, Mouza Bade Raipur, within the Municipal limits of Corporation of Calcutta, at present being known as

176/14/88, Raipur Road, Police Station Jadavpur (formerly Tollygunge), Sub Registrar Alipore, in the District of 24-Parganas, with the terms and conditions more fully mentioned therein and the same will take effect after her demise which was registered in the Office of Additional District Sub Registrar and recorded in Book No. 1, Volume No. 19, Pages 267 to 282, Being No. 00255 for the year 2007.

AND WHEREAS Uma Rani Roy Choudhury died intestate on 16.02.2016 and her husband Arabinda Prosad Roy Choudhury died during her lifetime having no issue.

AND WHEREAS by virtue of the Registered Deed of Settlement dated 12<sup>th</sup> January 2007, Dr. Anuradha Mukhopadhyay and Smt. Amita De Bhowmick thus after the demise of said Uma Rani Roy Choudhury alias Uma Roy Choudhury jointly become absolute Owners and entitled to their respective leasehold right, title and interest of All That two storied brick built building standing thereon on the land containing an area by measurement 5 (five) Cottahs 5 (five) Chittacks 19 (nineteen) square feet be the same a little more or less situate and lying at and being Plot No.88, J.L. No. 34, Touzi No. 151, Sub Division Alipore, Mouza Bade Raipur, within the Municipal limits of Corporation of Calcutta, at present being known as 176/14/88, Raipur Road, Police Station Jadavpur (formerly Tollygunge), Sub Registrar Alipore, in the District of 24-Parganas which is more fully described and mentioned in the Schedule "A" hereinbelow free from all encumbrances, charges or liens whatsoever.

AND WHEREAS by virtue of the Registered Deed of Settlement dated 12<sup>th</sup> January 2007 Dr. Anuradha Mukhopadhyay was entitled to All That entire ground floor, one servant room and use of bathroom on the mezzanine floor, garden of the two storied building with all other common facilities and common areas and all other easementary right provided thereto with the right to construct on the land of the said premises and also half parking space on the ground floor along with undivided proportionate share in the land lying and situate at the said premises.

AND WHEREAS consequent upon the desireness of Lessee for developing their said landed property, the Promoters/Developers have agreed to develop the said landed property as mentioned in Schedule "A" morefully hereunder written after being satisfied about the right, title, interest of the Lessee over the property to be developed.

AND WHEREAS the Lessee and Promoters/Developers have jointly agreed and settled terms and conditions for their mutual benefit and interest for finalisation of promoting and developing the landed property and it covenanted as under :-

1. That the Lessee has agreed to give, develop and promote and the Developers/Promoters have agreed to take and accept to develop and promote All That undivided half share in the land containing an area by measurement 2 (two) Cottahs 10 (ten) Chittacks 32 (thirty two) square feet out of the total land measuring 5 (five) Cottahs 5 (five) Chittacks 19 (nineteen) square feet be the same a little more or less together with respective share in two storied brick built building

measuring 1572 square feet on the ground floor and 131 square feet on the mezzanine floor including half share in the garage space situated and lying at and being Plot No.88, J.L. No. 34, Touzi No. 151, Sub Division Alipore, Mouza Bade Raipur, within the Municipal limits of Corporation of Calcutta, Police Station Jadavpur formerly Tollygunge, Sub Registrar Alipore, under Kolkata Municipal Corporation being premises No. 176/14/88, Raipur Road, Kolkata-700 092, under Ward No. 96, being Assessee No. 21-096-07-0090-9 in the District of 24-Parganas which is more fully described and mentioned in the Schedule 'A' hereinbelow hereinafter referred to as 'the said property.

2. That the Lessee has not entered into any Memorandum of Understanding and/or Agreement for Sale, Sub-Lease, Assignment and/or Agreement for Joint Venture and/or Agreement to develop of the said Property with any person or persons, firms or company. If so, all the Agreement previous to this present will be liable to be cancelled and this present Agreement will be in force.
3. That the Promoters/Developers will bear all cost and expenses for preparing Plan, submission of the same, payment of sanction fees and obtaining sanctioned plan and/or revised sanctioned plan of the said property in the name of Lessees from the Kolkata Municipal Corporation and if required the Lessee will sign all relevant papers, documents, plan accordingly to the choice of Lessees etc. to be produced by the Promoters/Developers from time to time. The proposed plan should be approved by the Lessees prior to submission.

4. That the Lessees shall hand over the vacant peaceful possession of the said property within 7 (seven) days from the date of obtaining Sanctioned Plan from the Kolkata Municipal Corporation subject to compliances of other terms and conditions mentioned hereunder.
5. That all outgoings, taxes, rates, rents, dues to Government and Kolkata Municipal Corporation up to the date of execution of this Agreement will be paid by the Lessees and all such rates, taxes and imposition thereafter shall be paid by the Promoters/Developers till handing over possession to the Lessees in the said new building to be constructed.
6. That the Promoters/Developers will dismantle the existing building at the said premises at their own cost by a demolition contractor. The salvage value paid by the demolition contractor will be retained by the Promoters/Developers.
7. The Lessees will also execute a Registered General Power of Attorney in favour of the Promoters/Developers authorising and empowering the Promoters/Developers to take all necessary steps in connection with the construction of the proposed building on the said land, transfer of flats, and execution of conveyances relating thereto with common facilities in respect of Promoters/Developers allocation in the proposed construction only, appointment of Engineers, Architects, Agents, Contractors, etc. and to represent the Lessees before the Municipal Authority and any other authority or authorities concerned, to sign any application, schemes, drawings, maps or any other writings for deviation or alteration in their behalf, appear before any authority or authorities and undertake the construction of the proposed building.

8. That the Promoters/Developers shall be entitled to enter in to agreement for transfer/assign/sub-lease of the flats in the proposed building at any time after execution of these presents by accepting earnest money and/or advance from any intending transferee relating to transfer of Flats in Promoters/Developers allocation only and any case the Possession of Lessees allocation shall have to be handed over in the newly proposed building upto the satisfaction of the Lessees, complete in all respect that must be on getting completion certificate. The Promoters/Developers then and then only handover their allocation to their nominees.
9. That the Promoters/Developers will have to complete the construction of the buildings and hand-over Lessees' allocation to the Lessees complete in all respect within 24 (twenty four) months from the date of obtaining sanctioned building plan from the Kolkata Municipal Corporation upon execution of this Agreement for development and or commencing the construction work after the receiving the vacant possession of premises. In case Promoters/Developers fail to complete the building and further fail to handover the Lessees' allocation to the Lessees within 24 (twenty four) months due to any unforeseen circumstances, the aforesaid period of 24 (twenty four) will be extended till completion of the said new building, which should not exceed another 6(six) months under any circumstances. Completion certificate is to be obtained in the meantime too. Time will be the essence of this contract. In case the Promoters/Developers fails to complete the building and handover the Lessee's allocation within a period of thirty months in that circumstances the

Promoters/Developers shall pay a sum Rs.20,000.00 (Rupees twenty thousand) only per month to the Lessees as demurrage charges till completion of the new building.

10. That the Promoters/Developers shall arrange one 1200 square feet three bedrooms flat for the alternative accommodation of the Lessee after she hand over the vacant peaceful possession of the said property and the Promoters/Developers shall pay rent per month till delivery of possession of the Lessees' allocation in the new building to be constructed at the said premises. The Promoters/Developers shall bear to and fro shifting charges for her temporary shifting as aforesaid.
11. That the allocation of share of both the Lessees and the Promoters/Developers will be at 50: 50 (fifty: fifty) ratio respectively of the flats covered area and car parking space to be sanctioned by the Kolkata Municipal Corporation. The roof of the building will be commonly used by the Lessees and Promoters/Developers. The allocation will be shown in the sanctioned plan hereafter to avoid complication in future.

That apart from the Lessee allocation the Promoters/Developers shall pay a non refundable sum of Rs.6,00,000.00 (Rupees six lakh) only at the time of execution of this agreement.

That the Lessee will be allotted the entire first floor of the said new building and twenty five percent of the covered car parking space on the ground floor at the said premises.

That the Promoters/Developers will be allotted the entire third and fourth floor of the said new building, and fifty percent of the covered

car parking space on the ground floor at the said premises, to be used for residential purposes only.

12. That in consideration of the Lessees permitting and granting exclusive right to Promoters/Developers to build ground plus four storied building upon the said property and to sub-lease, assign and transfer the flats, car-parking spaces at the said property (except the Lessees's allocation/flats) together with the proportionate part or share of land comprised in the said property and realise and appropriate the sale-proceeds thereof subject to compliances of other terms herein. The Promoters/Developers agrees and covenants with the Lessees not to do any act deed or thing whereby the Lessees are prevented from enjoying, selling , assigning and or disposing any part or portion of the Lessees allocation and the Lessees only are hereby empowered to personally dispose assigns transfer portions of the allocation if they so desire.
13. That the Promoters/Developers shall meet and bear expenses required for construction of the proposed multistoried building as per plan sanctioned by the Kolkata Municipal Corporation. The costs and expenses required for any further revision in the Plan will also be met and paid for by the Promoters/Developers. Any expenses required to be incurred towards obtaining sewerage; water electricity and other amenities will also be borne by the Promoters/Developers. Be it mentioned that the Lessees shall have discretions about the architectural, design, layout about their allocation.

14. That The Lessees agrees and undertake to convey and transfer and the Lessees will represent in such Deed of Conveyance of the proportionate undivided part or share in the said land to any transferee of the flats, car parking space and other portion, if any in the allocation of Promoters/Developers of the proposed building as may be nominated by the Promoters/Developers for the flats of the Building on getting their respective allocations measuring 2150 square feet covered area more or less on each floor consisting of two flats.
15. That the Promoters/Developers and/or their nominee/nominees and sub-lessees or their assigns shall have rights of built up area spaces for the use as common areas, common facilities and common parts for egress and ingress, right of passage to set electricity through pipes, drains, wire conducts laying or bringing in through or over the flats as far as reasonable necessary for the beneficial use and enjoyment of their respective flats without causing hindrance to others.
16. That upon completion of construction, and transfer of the flats/spaces to the intending persons, all sorts of right, title or interest in the said property belong to the Lessees shall be proportionately ceased and the Promoters/Developers and/or their nominee or nominees, of the spaces who will acquire rights, title and interest in the land in proportion to the area of the spaces so acquired in their respective flats, it being expressly declared that interest of the Flats owned in the land or soil is impartible.
17. That upon completion of the construction and by transferring the flats in the Developers/Promoters allocation to the individual persons and upon handing over the Lessees' allocation to the Lessees, the maintenance and

upkeep of the said spaces, both internal and external shall be the responsibility of the Sub-Lessees or Assignee/Lessees by themselves of the said proposed building proportionately. However for a period of one year from the date of completion certificate the Promoter/Developer will carry out the functions at the cost of the Sub-Lessees or Assignee/Lessees. The maintenance cost shall be decided between the parties mutually at that point of time.

18. That the Promoters/Developers shall make the said construction as per sanctioned plan or revised plan, if any, in accordance with relevant Rules, Regulations and Bye-Laws of the Kolkata Municipal Corporation. That the Promoters/Developers will obtain permission of the Lessees in writing before such modification alteration made in the Plan to be sanctioned from the Kolkata Municipal Corporation. The Promoters/Developers shall keep the Lessees absolutely indemnified and harmless against all actions claims and demands whatsoever due to any deviation from the said sanctioned plan or due to any violation of the relevant rules, regulations and Bye-Laws or for any acts, omission, commission made by the Promoters/Developers or if any accident is occurred during the construction the Promoters/Developers shall remain liable for any loss or damages for accepting advances from the intending persons of the Flats in the Developers allocation . The Lessees shall not remain liable for any such acts on the part of the Developer. The Promoters/Developers will from time to time keep the Lessees informed of any modification/change in the sanctioned building plan if the same is done with the approval of Kolkata Municipal Corporation. The Promoters/Developers shall have to obtain completion certificate within stipulated time. The

Promoters/Developers shall no right to assign/transfer this project to any third party without written consent of the Lessees. The Promoters/Developers shall not in any manner encumber the allocations of the Lessees at any point of time. The Lessees will be custodians of all original documents relating to the title of property. Be it mentioned that the mother deed in original has been misplaced and or/lost.

The General specification of the construction of the Lessees's allocated area are summarised hereunder:

- (a) BUILDING: Building comprises of car parking and four upper floors.
- (b) FOUNDATION: Reinforced Cement Concrete raft with columns.
- (c) SUPER STURCTURE: The super structure of the building shall have reinforced cement concrete framed structure with reinforced cement concrete columns, beams and slabs.
- (d) WALLS & CEILING: Walls of the building will be 200 mm thick brick walls on the external face and 125/75 mm thick internal brick partition walls with cement, sand, mortor. All internal surfaces to be plastered with cement sand mortar and with plaster of paris finish. All external walls to be

plastered with sand, cement mortar and will have a damp-proof treatment along with Weather Coat cement paint (Berger Paint) finish.

(e) FLOORING:

Morwar Marble flooring in bedrooms, living/dining hall, kitchen, toilets and verandahs. Marble flooring in stair and lobby. Crazy mosaic flooring in the roof and ground floor. Heat proof treatment in the roof. Waterproof treatment in bathroom and kitchen floors .

(f) DOORS:

All doorframes will be of seasoned Sal wood. Main doors will be made of 35mm flush door with decorative woodwork & polished finish. Internal flush door will be made of 32mm thick hot pressed factory made solid cure phenol bounded finish. All doors will be fitted with oxidized steel hinges and tower bolts. Godrej lock in main door, baby locks in the internal doors. The doors will be 3 feet wide. There will be one collapsible gate on the main entrances of every flat.

(g) WINDOWS: Sliding windows will be made of Aluminium framed with tinted glass and necessary fittings including iron grill.

(h) TOILETS (FITTINGS): European commode, cistern and basin (Parryware slimline). Hot and cold concealed internal C-PVC water pipe lines of ISI grade (supreme) for bibcocks, shower with arm and geyser point. All fitting and fixtures will be of Jaquar (Continental) make. U-PVC water pipe lines of ISI grade (supreme) for external water lines. Walls will be covered with ceramic glazed tiles dado finished upto 7'-00" height i.e. top of door frame.

(i) KITCHEN: Granite slab on cooking platform with steel sink. Ceramic Glazed tiles dado will be fixed upto 2'-6" height above the cooking platform.

(j) ELECTRICAL : Concealed conduit piping with copper wiring of ISI Grade.

(I) 2Nos. light point, 1 No. fan point, 3 No. 5 Amp socket point and 1 No AC point in each room with switchboard having provisions of setting fan regulator in each room.

(II) Drawing/Dining hall will have 4 Nos. light points 2 Nos. fan points, 6 Nos. 5 Amp socket point, 1 No AC point, one telephone point and cable TV point.

(III) Kitchen will have 1 No. light point, 4 Nos. 15 Amp socket point and 1 No. Exhaust Fan Point.

(IV) Toilets will have 2 No. light point, 1 No. Geyser point. and 1 No. Exhaust Fan Point and 1 No. 5Amp socket

(V) Staircase will have 1 No. light point in each landing area.  
1 calling bell point in each flat.

(VII) All points will be fitted with latest modular switches.

(k) LIFT : One 5 passengers LES or other company's elevator will be provided with ramp facility.

(l) WATER SUPPLY: 24 hours water supply with pump set from the water obtained from Municipal Corporation.

EXTRA:

- i] Ground floor lobby will be decorated by sculptural relief mural.
- ii] Aesthetic elevation treatment on the building.
- iii] Suitable main gates with adequate lighting.
- iv] Common toilet for servants.
- v] Caretaker room on ground floor
- vi] Wheelchair access wherever required

19. That the Lessees will not be liable to pay the Promoters/Developers any amount whatsoever towards cost of construction or any matter concerned therewith.

20. That so long such separate assessment are not made the Lessees and/ or their assigns and the Promoters/Developers or their nominee or nominees from Developers allocation shall proportionate share of the consolidated rate of the Municipal Taxes and other rates as may be found payable or may be imposed on account of and in respect of the said respective portions of the constructed area.

21. That during the continuance of this Agreement, the Lessees shall not in any manner encumber or dispose of the said premises and/or land comprised therein or any portion thereof.
22. That the Promoters/Developers shall be entitled to apply for and obtain electricity, telephones, sewerage, water gas and other public utility services in or upon the proposed new building either in their own names or in the names of intending persons or nominee or other persons at their sole discretion and at their own costs.  
That the Promoters/Developers shall take all steps /arrangement for installation of meter in respect of each and every flat to be allotted in favour of the Lessees at their cost.
23. That all building materials, plants and machineries etc. which may be brought or kept at the premises shall remain at the sole risk and responsibilities of the Promoters/Developers. The Promoter/Developers will clear the premises before giving possession to the Lessees and intending persons.
24. That after completion of the construction of the proposed building and making over possession of the space and/or flat and/or garage herein to the Lessees in their respective allocation the Promoters/Developers shall have the rights and obligations in respect of their respective allocation as follows :-
  - (a) The Promoters/Developers, their nominee or nominees shall have full and complete and unfettered right in common with occupants of different flat spaces of the said property in respect of the staircase along with landing therein and the common passage landing to and

from the main entrance or gate abutting on the public road in the ground floor of the said property for the purpose of egress and ingress and carrying or bringing in or taking out of said floors all goods pieces or furniture and any other harmless and/or non-prescribed movables;

- (b) Subject to the restriction and reservation contained herein, the Promoters/Developers, their nominee or nominees shall have full and absolute right of use in common with occupants of different flat/spaces of the said property the main drainage water supply system and connection including the pipes. Pipelines and also the water reservoirs with conduits and connection and all common facilities and common areas;
- (c) The Promoters/Developers their nominee or nominees shall have absolute and unfettered right to use of vertical, lateral, overhead and underneath support and the rights of keeping, resting, inserting, supporting and maintaining all beams, rafters, fixtures and on and to all walls supporting the said floors including all boundaries and land bearing or dividing and/or separating walls, overhead walls, overhead roofs and floors. The Promoters/Developers and/or their nominee or nominees shall have to maintain the floor of the said flats/portions.

- (d) The Promoters/Developers and/or their nominee or nominees shall have the right of erecting and maintaining temporary scaffolding if necessary for effecting any repairs white washing or painting of the doors and windows of the said floors of any portion thereof provided always that such scaffolding does not cause any nuisance or permanent obstructions to the other occupants of the said property;
- (e) The Promoters/Developers and/or their nominee or nominees shall have the absolute right of making such construction, additions and alterations at their option within the said flats allotted to them as are permissible under the rules and regulations of the Kolkata Municipal Corporation provided always that such action does not impair safety of the building or cause any nuisance and inconvenience to the other occupants of the said building;
- (f) The Promoters/Developers and/or their nominee or nominees from time to time and at all times agree to pay proportionate share towards costs of service charges, maintenance taxes, impositions and other outgoings. The Promoters/Developers and/or their nominee or nominees shall regularly and month by month make payment of the aforesaid sum or any variations thereof as may be fixed thereafter individually and/or collectively.

- (g) The Promoters/Developers and/or their nominee or nominees shall have to compulsorily mutate their names as Sub-Lessees of the said flats/spaces allotted to them in the assessment record of the Kolkata Municipal Corporation and of having the said flats/spaces assessed for taxes and Lessees shall not object to the same;
- (h) So long as the said flats/spaces are not assessed separately for the purpose of municipal taxes, the Lessees or their nominee or nominees shall pay proportionate share of the house rates and taxes in respect of the share of consolidated rate of taxes as may be levied on the property in its entirely from the date of delivery of possession of the flat/spaces as aforesaid the balance being responsibility of the Promoters/Developers.

25. That the Promoters/Developers shall keep all accounts of the purchase materials and payments and receipts of construction of the building and the transfer of flats and it will not be opened for inspection and/or to be questioned by the Lessees.
26. That the name of the said new building to be constructed will be decided by the Lessees.
27. Nothing in these presents shall be constitute as a demised or assignment or conveyance in law of the said premises or any part thereof to the Developers by the Lessees or Joint Venture or as creating any right, title or interest thereof in favour of the Promoters/Developers other than to

develop the said premises described in Schedule "A" written hereunder in terms of these presents.

28. That any dispute or difference arising out of and/or relating to this Agreement for Development shall be decided by a Competent Court of Law at Kolkata.

SCHEDULE "A" AS REFERRED TO ABOVE.

All That undivided half share in the land containing an area by measurement 2 (two) Cottahs 10 (ten) Chittacks 32 (thirty two) square feet out of the total land measuring 5 (five) Cottahs 5 (five) Chittacks 19 (nineteen) square feet be the same a little more or less together with respective share in two storied brick built building measuring 1572 square feet on the ground floor and 131 square feet on the mezzanine floor including half share in the garage space situated and lying at and being Plot No.88, J.L. No. 34, Touzi No. 151, Sub Division Alipore, Mouza Bade Raipur, within the Municipal limits of Corporation of Calcutta, Police Station Jadavpur formerly Tollygunge, Sub Registrar Alipore, under Kolkata Municipal Corporation being premises No. 176/14/88, Raipur Road, Kolkata- 700 092, under Ward No. 96, being Assessee No. 21-096-07-0090-9 in the District of 24-Parganas butted and bounded in the manner following that is to say :

<u>ON THE NORTH :</u>	By 40' -0" wide Kolkata Municipal Road
<u>ON THE SOUTH :</u>	By Plot No.99, Regent Estate
<u>ON THE EAST :</u>	By Plot No.89, Regent Estate
<u>ON THE WEST :</u>	By Plot No 87, Regent Estate

IN WITNESS WHEREOF the Lessees and the Promoters/Developers have hereto set and subscribed their respective hands this day, month and year first above written.

SIGNED AND DELIVERED at  
Kolkata in presence of Witnesses :

1.

Satya  
(SATYA BRAJYA GHOSH)  
84 S/E BLOCK E  
NEW ALIPORE  
KOLKATA - 700033

Anuradha Mukhopadhyay  
(DR. ANURADHA MUKHOPADHYAY)  
LESSEE

Asoke Roy  
( SRI ASHOKE KUMAR ROY )

2. A. N. Sarkar  
(ALOK NARAYAN SARKAR)  
25, REGENT ESTATE,  
KOLKATA - 92. PR - 700092.

Arjun Singh  
( SRI ARJUN SINGH )  
(M/S GRIHO NIRMAN ASSOCIATES)  
PROMOTERS/DEVELOPERS

This Agreement for Joint Venture  
Is drafted and prepared by me :

Gurcharan Banerjee  
Advocate, ARB/745/80.  
Alipore Police Court, Kolkata

### MEMO OF CONSIDERATION

Received from the above named Promoters/Developers a sum of Rs.6,00,000.00 (Rupees six lakh) only towards payment in the following manner.

1. By three bank drafts of Rs. 2,00,000 each bearing Nos. (1) 817817, (2) 817818 and (3) 817819 Dated 17.02.2017 drawn on The Federal Bank Limited, Tangra Branch, Kolkata in favour of Dr. Anuradha Mukhopadhyay.

Rs 6,00,000.00

Rs 6,00,000.00

(Rupees six lakh) only.

#### In presence of Witnesses

1. *Satyajit Ghosh*  
 (SATYAJIT GHOSH)  
 84 S/E BLOCK E  
 NEW ALIPORE  
 KOLKATA - 700053

*Anuradha Mukhopadhyay*  
 (DR. ANURADHA MUKHOPADHYAY)  
LESSEE

2. *A. N. Parker*  
 (ALONCE NITRAYAN SARKAR)  
 25, REGENT ESTATE,  
 KOLKATA - 92. PIN - 700092.

Certificate of Registration under section 60 and Rule 69,  
Registered in Book - I  
Volume number 1605-2017, Page from 113687 to 113720  
being No 160504221 for the year 2017.



Digitally signed by AMITAVA CHANDA  
Date: 2017.07.18 15:28:29 +05:30  
Reason: Digital Signing of Deed.

(Amitava Chanda) 18/07/2017 15:28:28  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. ALIPORE**  
**West Bengal.**

(This document is digitally signed.)

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 6,021/- ( B = Rs 6,000/-, E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 6,021/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 11/07/2017 5:26PM with Govt. Ref. No: 192017180032015971 on 11-07-2017, Amount Rs: 6,021/-, Bank:  
State Bank of India ( SBIN0000001), Ref. No. CKC9937078 on 11-07-2017, Head of Account 0030-03-104-001-16.

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 50/-, by  
online = Rs 6,971/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 65256, Amount: Rs.50/-, Date of Purchase: 30/06/2017, Vendor name: A Kr Saha  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 11/07/2017 5:26PM with Govt. Ref. No: 192017180032015971 on 11-07-2017, Amount Rs: 6,971/-, Bank:  
State Bank of India ( SBIN0000001), Ref. No. CKC9937078 on 11-07-2017, Head of Account 0030-02-103-003-02



Amitava Chanda

**ADDITIONAL DISTRICT SUB-REGISTRAR**

**OFFICE OF THE A.D.S.R. ALIPORE**

**South 24-Parganas, West Bengal**

12/07/2017

Transfer of property for L1

Transfer of property for L1		To. with area (Name-Area)
Sl.No	From	MESSRS GRIHO NIRMAN ASSOCIATES-4.40458 Dec
1	Dr ANURADHA MUKHOPADHYAY	MESSRS GRIHO NIRMAN ASSOCIATES-1703.00000000 Sq Ft
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Dr ANURADHA MUKHOPADHYAY	MESSRS GRIHO NIRMAN ASSOCIATES-1703.00000000 Sq Ft

**Endorsement For Deed Number : I - 160504221 / 2017**

**On 12-07-2017**

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 11:42 hrs on 12-07-2017, at the Office of the A.D.S.R. ALIPORE by ARJUN SINGH ,

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 47,37,055/-

**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 )**

Execution is admitted on 12/07/2017 by Dr ANURADHA MUKHOPADHYAY, Wife of Dr ATRI MUKHOPADHYAY, FD-3/4, SALT LAKE, SECTOR-III, P.O: IB MARKET, Thana: South Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700106, by caste Hindu, by Profession Service

Indetified by NANTU DAS, , , Son of Late S DAS, 6, BAKER ROAD, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

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

Execution is admitted on 12-07-2017 by ASHOKE KUMAR ROY, PARTNER, MESSRS GRIHO NIRMAN ASSOCIATES (Partnership Firm), 82/9A, BALLYGUNGE PLACE, P.O:- BALLYGUNGE, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019

Indetified by NANTU DAS, , , Son of Late S DAS, 6, BAKER ROAD, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

Execution is admitted on 12-07-2017 by ARJUN SINGH, PARTNER, MESSRS GRIHO NIRMAN ASSOCIATES (Partnership Firm), 82/9A, BALLYGUNGE PLACE, P.O:- BALLYGUNGE, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019

Indetified by NANTU DAS, , , Son of Late S DAS, 6, BAKER ROAD, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business