

01591

S. 01446/2015

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES



A. 2012

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

15100

B 813974

It is used that the document is genuine.
Registration, the signature sheets and
the endorsement sheets attached with
the document are part of this document.

District Sup Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas

24 FEB 2015

Tapan Kumar Majumder

BIJOY LAXMI CONSTRUCTION
Bijoylaxmi Ghosh
Proprietor



Anisban Majumder

JOINT VENTURE AGREEMENT







THIS AGREEMENT made this ^{24th}~~23rd~~ day of February
Two Thousand and fifteen (2015) BETWEEN (1) SRI
TAPAN KUMAR MAJUMDER, son of Late Sudhir Kumar
Majumder, and husband of Late Ruby Majumder
(Banerjee), aged about 62 years, by faith Hindu,

Government of West Bengal
Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
Office of the D.S.R. - IV SOUTH 24-PARGANAS, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 01591 / 2015, Deed No. (Book - I , 01446/2015)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Bijoy Laxmi Ghosh Sibtala Majumderpara, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084	 24/02/2015	 LTI 24/02/2015	Bijoy Laxmi Ghosh 24.2.2015

II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Tapen Kumar Majumder Address -Sibtala Majumderpara Barhans Fartabad, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084	Self	 24/02/2015	 LTI 24/02/2015	Tapen Kumar Majumder 24.02.2015
2	Anirban Majumder Address -Sibtala Majumderpara Barhans Fartabad, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084	Self	 24/02/2015	 LTI 24/02/2015	Anirban Majumder 24.2.2015
3	Bijoy Laxmi Ghosh Address -Sibtala Majumderpara, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084	Self	 24/02/2015	 LTI 24/02/2015	Bijoy Laxmi Ghosh 24.2.2015

Name of Identifier of above Person(s)

Tapasi Roy
Alipore Judges Court Wb 260/262/85, District:-South
24-Parganas, WEST BENGAL, India, Pin :-700027

Signature of Identifier with Date

Tapasi Roy Advocate
24.2.15.



(Tridip Mjara)

DISTRICT SUB-REGISTRAR-IV

Office of the D.S.R. - IV SOUTH 24-PARGANAS



Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 01446 of 2015
(Serial No. 01591 of 2015 and Query No. 1604L000003758 of 2015)

On 24/02/2015

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 : 4, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 310.00/-, on 24/02/2015

(Under Article : B = 264/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 24/02/2015)

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.-86,47,501/-

Certified that the required stamp duty of this document is Rs.- 10011 /- and the Stamp duty paid as Impressive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 5100/- is paid , by the draft number 878514, Draft Date 23/02/2015, Bank : State Bank of India, SITALATALA, received on 24/02/2015

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

Presented for registration at 13.34 hrs on :24/02/2015, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Bijoy Laxmi Ghosh ,Claimant.

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

Execution is admitted on 24/02/2015 by

1. Tapan Kumar Majumder, son of Late Sudhir Kr Majumder , Shibtala Majumderpara Barhans Fartabad, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084, By Caste Hindu, By Profession : Retired Person
2. Anirban Majumder, son of Tapan Kr Majumder , Shibtala Majumderpara Barhans Fartabad, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084, By Caste Hindu, By Profession : Service
3. Bijoy Laxmi Ghosh
Developer/proprietor, M/s Bijoy Laxmi Construction, Shibtala Majumderpara Fartabad, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084,
By Profession : Business
Identified By Tapasi Roy, wife of . . . Advocate Judges Court No. 260/262/85, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste Hindu, By Profession: Advocate.



(Iridip Misra)

DISTRICT SUB-REGISTRAR-IV

Endorsement Page 1 of 2



Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 01446 of 2015
(Serial No. 01591 of 2015 and Query No. 1604L000003758 of 2015)

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV



(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV
EndorsementPage 2 of 2

by occupation- retired, residing at Shibtala, Majumderpara, Barhans Fartabad, P.O-Garia, Kolkata- 700 084, P.S.-Sonarpur, District South 24 Parganas, and (2) SRI ANIRBAN MAJUMDER, son of Sri Tapan Kumar Majumder & Late Ruby Majumder (Banerjee), aged about 32 years, by faith Hindu, by occupation-service, residing at Shibtala, Majumderpara, Barhans Fartabad, P.O-Garia, Kolkata-700 084, P.S.- Sonarpur, District South 24 Parganas, hereinafter called the "OWNERS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

AND

M / S BIJOY LAXMI CONSTRUCTION a Proprietorship firm having its registered Office at Shibtala, Majumderpara, Fartabad, P.S. - Sonarpur, Kolkata -700 084, being represented by its Proprietor SMT. BIJOY LAXMI GHOSH wife of Sri Chandra Sekhar Ghosh, by faith Hindu, by occupation-business, residing at Sibtala, Majumdarpara, P.S.- Sonarpur, Kolkata - 700 084 District South 24 Parganas, hereinafter called the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her / its heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS the Developer has experience in developing lands and constructing of new buildings and flats.

AND WHEREAS the Owners are absolutely seized and possessed and having peaceful occupation of a piece of land measuring 6 Cottahs 5 Chittaks 43 sq.ft. with one tile shed structure of about 150 sq.ft. standing thereon having Holding No. 1069 in Ward No. 29, under Rajpur-Sonarpur Municipality comprised in J.L. No. 47, R.S. No. 7, C.S. Khatian No. 872, R.S. Khatian No. 1615, 1587, 1710, R.S. Dag No. 991 in Mouza - Barhans, Fartabad, P.S. - Sonarpur.

Dist. South 24 Parganas which the Owners inherited by way of succession and which is morefully and particularly described in the Schedule - 'A' herein below.

AND WHEREAS the Owners intended to demolish the existing structure and construct a new building at the said premises approached the Developer for that purpose.

AND WHEREAS the Developer agreed to develop the said land and on demolishing the existing structure to construct a new building with apartments or flats with the object of selling such apartments or flats and the Owners agreeing to execute and / or join themselves in execution of the Sale Deed in favour of the prospective Buyers of the flats to be constructed.

AND WHEREAS the Developer undertakes to take necessary permission from the concerned authorities including Municipality in relation to the development and construction of the said new building to be constructed as per the sanction of the Rajpur - Sonarpur Municipality and for doing such works including procuring permissions and licenses the Owners have agreed to sign and execute all necessary documents in relation to the construction of the new building.

NOW BY THESE PRESENTS WITNESSETH THAT THE PARTIES HERETO HEREBY AGREE as follows :-

1. The Owners would handover vacant possession of the said land togetherwith the existing structure to the Developer and entrust the entire construction work with the right to develop the Schedule - 'A' property in the best possible manner with the object that the Owners would be given Rs. 1,50,000/- (Rupees one lac fifty thousand) only and provided with the proposed construction of (1) two flats of 1150 sq.ft. super built-up area each and (2) another flat of

850 sq.ft. super built-up area and two car parking spaces of 130 sq.ft. each with the undivided proportionate share of land below the building being SCHEDULE-B hereinbelow togetherwith all common rights, liberties, amenities, facilities in the said building to be constructed having right, title and interest as of other co-owners of flat being Schedule - 'C' mentioned hereinbelow to be constructed and sold to prospective buyers with the materials specifications as described in the Schedule - 'D' mentioned hereinbelow.

2. The Owners agree to execute a registered Power of Attorney empowering the Developer to sign, execute and act on behalf of the Owners in respect of sale of flats shops, car parking space of the Developer's Allocation area (i.e. all that excepting the Owners Allocation) to prospective purchasers in the new building to be constructed on the Schedule - 'A' property.
3. The Owners confer upon the Developer rights, powers, privileges and benefits mentioned in these presents and the Developer paying Rs. 25,000/- (Rupees twenty five thousand) only on the execution of these presents and agrees to pay the balance Rs. 1,25,000/- (Rupees one lac twenty five thousand) only at the time of giving possession of the Owners Allocation of flats including car parking space morefully mentioned hereinbelow the Schedule - 'B' to the proposed construction of the new building.
4. The Owners shall sign, execute and comply to all applications, plans and each and every other documents whatsoever necessary in relation to the said development and construction.

5. The Developer in accordance to the law and as required by the authorities concerned at their own costs, charges and expenses carry out the work of development of the Schedule - 'A' property and construction and completion of the new building including the drainage system, laying of cables, water pipes and obtaining connection for electricity as might be necessary and required under the plans, sanctions, permissions of the authorities concerned and would make the Schedule - 'A' property and the building to be constructed thereon fit for occupation and use.
6. The Developer shall be entitled to do such things as might be required for the purpose of sale of the flats to be constructed in the said property without in any way prejudicing the interest of the Owners. The Developer shall pay and discharge all taxes, rates and other levies on or in relation to the construction of the new building and payable by the Owners till the date of handing over of physical possession of the Owners Allocation being Schedule - 'B' property hereinbelow and thereafter from that date onwards the Owners shall be liable and responsible for all levies, whatsoever relating to amenities, utilities, facilities, liabilities, outgoings in respect of the flats being the Schedule - 'B' property hereinbelow.
7. The Owners agrees to execute conveyances or Sale Deeds or join in the execution thereof in favour of the prospective purchasers of the flats of the Developer's Allocation area in the new building to be constructed. The stamp duty and registration charges and all formalities and in connection therewith will be paid and borne by the prospective purchasers.

ARTICLE - I**1.1 OWNERS:-**

Sri Tapan Kumar Majumder & Sri Anirban Majumder and would include all their respective heirs, executors, administrators, legal representatives and assigns.

1.2 DEVELOPER:-

M/S BIJOY LAXMI CONSTRUCTION, a Proprietorship Firm having its registered office at Shibtala, Majumderpara, P.S.-Sonarpur, Kolkata-700 084, District- South 24 Parganas , represented by its Sole Proprietor Mrs. Bijoy Laxmi Ghosh, wife of Sri Chandra Sekhar Ghosh of Shibtala, Majumderpara, P.S.-Sonarpur, Kolkata-700 084, District-South 24-Parganas and her legal heirs, executors, administrators, legal representatives, successor-in-office and assigns.

1.3 PREMISES:-

The land measuring **6(Six) Cottahs and 05(Five) Chittaks 43 (Forty Three) Square feet** be the same and/or a little more or less comprising in R.S. Khatian No. 1615, 1587,1710, in C.S. Khatian No. 872, Dag no.-991, appertaining to R.S. Survey no.7 of Mouza-Barhans-Fartabad, Touzi Nol09, J.L. No.47 ,Pargana-Medanmalla, P.S.- Soanrpur, in the District- 24-Parganas (South), Holding no.-1069 under Sonarpur- Rajpur Municipality ward no.- 29 morefully described in the Schedule "A" mentioned hereinbelow.

1.4 BUILDING:-

Building shall mean the building containing self - contained flats, shops and required car parking space and statutory open spaces to

be constructed on the land of the said premises **Schedule - "A"** in accordance with the plan to be sanctioned by the Rajpur- Sonarpur Municipality and/or the Appropriate Authority.

1.5 COMMON FACILITIES & AMMENITIES:-

Shall include corridors, Hall ways, Stair ways, Pathways, Passage ways, Pump Room, Overhead Tank, Water Pump and Motor and whatsoever other facilities, amenities, utilities which will be appropriate and applicable and required for the establishment for its location, enjoyment, maintenance and/or management of the flats/units of the building and Car parking spaces, shops and others.

1.6 SALEABLE SPACE:-

Shall mean the space in the Building available for independent use and occupation with due provision for common facilities and the space required, which shall be total area of the constructed building excluding Owners allocation area in the constructed area. The Owners Allocation area not for sale by the Developer shall mean two car parking space on the ground floor measuring 130 sq.ft. each and (1) two nos. of 3 BHK residential flat measuring each about 1150 (eleven hundred fifty) Sq.ft super built-up area with one facing north-west side of first floor and another one facing south-east side on the second floor and (2) one no. of 2BHK residential flat measuring about 850 (eight hundred and fifty) sq.ft. super built-up area facing south-west side on the second floor only totaling to 3150 sq.ft. super built-up area as the owners portion of the constructed building belonging to the owners.

1.7 ARCHITECT:-

Shall mean the person or persons who may be appointed by the Developer for design and planning of the said building with the approval of the Owners.

1.8 BUILDING PLAN:-

Shall mean the plan to be sanctioned by Appropriate Authority with such alterations or modifications as may be made by the Developer with the approval and signature of the Owners from time to time.

1.9 TRANSFEREE:-

Shall mean any individual person, firm, limited company, association or persons to whom any flat, car parking space, shops and/or such space of the Developers Allocation area of the building to be transferred.

1.10 TRANSFER:-

With the grammatical variations shall mean transfer by means of conveyance and shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space with undivided interest in land proportionate to the area of the flat, car parking space, shops or such other spaces and the right to use of common spaces of the building to the purchaser/s thereof.

1.11 WORDS:-

Singular shall include plural and vice versa. Masculine gender shall include feminine gender and Neuter gender like wise words of feminine gender shall include masculine and neuter gender and

similarly words of neuter gender shall include masculine and feminine gender.

1.12 OWNERS ALLOCATION :-

Shall mean the area to be constructed in the building which is to be allocated to the Owners by the Developer on completion of the aforesaid building i.e. two car parking space on the ground floor measuring 130 sq.ft. each and (1) two nos. of 3BHK residential flat measuring each about 1150 (eleven hundred fifty) Sq.ft super built-up area of which one will be facing north-west side of first floor and another facing south-east side on the second floor and (2) one no. of 2BHK residential flat measuring about 850 (eight hundred and fifty) sq.ft. super built-up area facing south-west side on the second floor only as the owners portion of the constructed building belonging to the owners, which is morefully described in the Schedule-'B' herein below as Owners Allocation togetherwith the undivided proportionate share of land below the building and all common facilities and amenities as fully and particularly set out in the SCHEDULE-'C' and the construction to be made as per specifications in the Schedule - 'D' hereunder written subject to sanction of the building plan from Rajpur-Sonarpur Municipal authority to which the owners shall have the right to sell or sale on out-right basis and sign agreement for sale and developer to be made confirming party therein.

1.13 OWNERS CONSIDERATION :-

In consideration of the Owners having agreed to grant exclusive right to the proposed purchasers as Owners of their respective flats and construct the new building in addition to the owners allocation as described in the clause no. 1.12 morefully described and provided in the Schedule- 'B' as consideration the Developer

has also agreed to pay a non-refundable/un-adjustable amount of Rs.1,50,000/- (Rupees One Lakh fifty thousand) only out of which Rs. 25,000/- (Rupees Twenty Five thousand) only will be paid to the owners by Account payee cheque at the time of execution of the joint venture agreement and the balance of Rs.1,25,000/- (Rupees One lakh twenty five thousand) only would be paid to the owners at the time of possession of the flat of the Owners Allocation.

1.14 NAME & STYLE OF THE APPARTMENT:-

The proposed building shall be under the name and style of Apartment.

1.15 DELIVERY OF POSSESSION OF THE FLAT/CAR PARKING SPACE UNDER OWNERS ALLOCATION :-

That the Developer shall handover to the Owners delivery of Owners Allocation allocated two car parking space on the ground floor measuring 130 (one hundred thirty) sq.ft. each and two nos. of 3BHK residential flat measuring each about 1150 (eleven hundred fifty) Sq.ft super built-up area available one facing north-west side of first floor and another one facing south-east side on the second floor and one no. of 2BHK residential flat measuring about 850(eight hundred and fifty) sq.ft. super built-up area facing south-west side on the second floor only as stated before as described in Clause No. 1.12.

1.16 TAX LIABILITIES:-

THAT from the date of making over vacant possession of the said premises to the Developer, the Municipal taxes as also outgoings in respect of the said holding being Schedule 'A' hereinbelow and till that date the possession of the OWNERS ALLOCATION is made

over unto the Owners shall be borne and paid by the DEVELOPER. The Owners shall not be liable to pay the Tax liability in respect of the flats, shops and car parking space under Developer's Allocation. The OWNERS will be liable to pay Municipal Taxes and all whatsoever outgoings proportionate to their share on getting possession of their allocation in respect of Owners share.

1.17 SANCTION OF THE BUILDING PLAN:-

The Developer shall pay all costs of sanction of the Building Plan in respect of the said property to the Rajpur- Sonarpur Municipality in the name of the OWNERS who shall sign on the building plan as the joint-owner of the property. The Developer shall follow the building rules and regulations of the Municipality in respect of the sanction of the said Building Plan.

1.18 DEVELOPER'S ALLOCATION:-

The Developer is entitled to get whatsoever ,whensoever, howsoever of all the flats, shops covered and open spaces and Car parking spaces save and except those marked as owners allocation / portion as mentioned before in the clause no. 1.12.

1.19 OWNERS SHIFTING:-

That the DEVELOPER shall not provide any Rented accommodation for the family of the OWNERS.

1.20 OWNERS PROVISION:-

That the developer shall also provide one loft in each flat on the top of the toilet.

ARTICLE-II : DEVELOPER'S RIGHTS:-

2.1 The Owners hereby grant , subject - what has been hereinafter provided the exclusive right to the Developer to build

construct and complete the self-contained flats, shops, car parking spaces in the said building and/or constructed in accordance with the plan to be sanctioned in the name of the Owners by the appropriate authorities with or without amendment and/or modification made and to commercially exploit the same by entering into agreement for sale of the saleable areas and/or transfer of the Developer's allocation i.e. the total constructed area together with covered and open spaces and car parking spaces whatsoever in the entire project excluding 2 (Two) no.'s of 3BHK flats each of measuring about 1150 sq.ft. super built-up area (one on the first floor facing north-west and the other on the second floor facing south-east direction) & 1(one) no. of 2BHK flat measuring about 850 sq.ft built-up area (on second floor facing the south-west direction) and 2 (two) no.'s of car parking space of 130(one thirty) sq.ft to the owner's allocation.

2.2 In consideration to the above the Developer shall get all flats, shops and car parking space save and except Owners portion i.e. 2 (Two) nos. of 3BHK flats each of measuring about 1150 sq.ft. super built-up area (one on the first floor facing north-west and the other on the second floor facing south-east direction) (one) no. of 2BHK flat measuring about 850 sq.ft. super built-up area (on second floor facing the south-west direction) and 2 (two) nos. of car parking space of 130(one thirty) sq.ft as described in Clause no. 1.12, stated hereinbefore of the said building together with the proportionate undivided share of land and common facilities, utilities and amenities and the Developer shall be entitled to enter into sale agreement with the intending buyers for sale and transfer in the name of any transferee and to receive, realize and collect all money in respect thereof from the intending purchaser/s or their nominee, which shall absolutely belong to the Developer and the

Owners hereby, give consent to the Developer for entering into agreement towards the above with the intending Purchasers or their nominees and the owners undertake to convey the Title of the flat car parking space, and such other space with all its right to the Purchasers when called upon by the Developer. The Owners shall never withhold consent to give signature whenever so required towards the development, promotion of the said property and also do so for effectuating absolute Title to the prospective buyers.

2.3 The Developer shall with the booking money from the Purchasers as to own costs, construct and complete the self-contained flats, shops, car parking space, and other such space in the building together with common facility and amenities at the said premises in accordance with the plan sanctioned by the Rajpur-Sonarapur Municipality with good and standard materials as may be specified by the Architect from time to time. After obtaining sanction of the building plan the Developer shall inform the same in writing to the owners at their address and shall start for construction. Such construction of the proposed building shall be completed in its entirety by the developer within 24 (twenty four) months from the date of getting sanctioned plan from Authority, thereof subject to force majeure conditions i.e. acts of God, labour disturbances earthquake, fire, change in Law and change in construction rules and regulations and sudden death and change in condition of either party.

2.4 The Developer shall be deemed to be the Agent of the Owners and as such the Agent shall be and exclusively responsible for construction of the said proposed building. The owners shall not whatsoever withhold themselves and be bound to sign all

agreement for Sale of prospective buyers as Confirming Party and shall sign in all Deed of Conveyances of such buyers as Owners.

2.5 Subject to the aforesaid conditions, the decision of the Architect regarding the quality of the material shall be final and binding between the parties hereto. Standard Quality Materials shall be supplied to the specification as per Schedule "D" herein below.

2.6(i) COMPLETION OF WORK:

The Developer shall complete the said building in all respect within 24 (Twenty Four) months from the date of obtaining sanctioned plan from Rajpur Sonarpur Municipality and which is to the satisfaction of the Developer to the conditions beyond the control of the Developer, i.e. Force majeure Conditions, Civil War, Earthquake, Tsunami, Acts of God beyond human control and others as explained before.

(ii) INSPECTION OF THE CONSTRUCTION:-

The owners shall have the right and liberty to inspect the construction work of the project building. If any inferior quality of building materials has been detected by the Owners being used the same shall be replaced by standard good quality materials by the Developer.

(iii) CONFIRMING PARTY:-

The Developer shall be the Confirming Party in all Sale Deeds and the Owners shall be the Confirming Party to all Agreement for sale in respect of the flat, car parking space, shops and other space to be sold to the respective purchasers under Developers allocation to which the Owners shall give consent with their signature. The Owners shall not hold consent in writing to the signature wherever

so required for proper effectuating Title to the prospective Purchasers.

(iv) COMMON FACILITIES & OTHERS :

2.7 The Developer shall provide in the said building, pump, water supply, storage, tanks, over-head reservoirs, electrification, permanent electric connection and until permanent electric connection is obtained there will be temporary electric connection as required in a residential ownership building having self contained Apartments and constructed spaces for sale and/or residential flats and/or all such whatsoever constructed spaces on ownership basis.

(v) OWNERS OBLIGATION :

2.8 The Developer shall be authorized to apply for, in the name of the Owners in so far as if necessary and obtain quotas and other allocation, for cement, Steel, Bricks and other building materials allocable to the Owners for the construction of the proposed building and to similarly apply for and obtain temporary and permanent connection of water, electricity power, drainage, sewerage and/or Gas to the Building and other facilities required for the construction or enjoyment of the building.

(vi) DEVELOPERS OBLIGATION :

2.9 The Developer shall at its own costs and expenses without accruing any financial or other liability upon the owners shall construct and complete the building and various units and/or apartments and also such construction in accordance with the sanctioned building plan and if and when necessary shall make amendment there to or modification there-of make or cause to be made by the Developer with the consent of the owners in writing.

2.10 All costs charges and expenses including Architect fees shall be paid discharged and borne by the Developer and the Owners shall have no liability In this context.

2.11 POWER OF ATTORNEY :

The Owner shall execute and register ^{MA. 04/11/2015} General Power of Attorney in favour of the Developer, to enter into Agreement for Sale and sign all Dead of Conveyances as executant and present the same before the Registrar, sign the I.G.R on behalf of the Owners with the intending Purchaser/s and/or their nominees in respect of the Developer's allocated flats and car parking and shop spaces by receiving money from Intending purchasers of Developer's allocated portion.

2.12 In the event it is found that there is defect in Title of the Owners and/or In anyway any documents/ papers is required for more proper effecting the title, right and interest for development and construction of the said building in such an event the Owners shall at their own costs and expenses always be responsible and accountable to rectify such defects and/or effectuate such declaration for giving a proper title, right, interest for development and construction of the said building in favour of the Developer. It shall be the primary responsibility of the owner to co-operate with the Developer in the construction and completion of the said building. Co-operation between the Owners and the Developer shall be the essence of this Agreement.

2.13 ARBITRATION :-

All disputes and differences between the parties hereto arising out of this agreement regarding the construction or interpretation of any of the terms and conditions herein or determination of any liability or otherwise touching these presents shall be referred to

Tajem Kumar Magruder
Aminon Magruder

Sole Arbitrator and the same be deemed to be reference within the meaning of The Arbitration and Conciliation Act 1996 and/or the act as may be enacted and the statutory Amendments or Modification thereunder and the Award given by such Arbitrator shall, be binding and conclusive on the parties hereto. The Arbitrator shall have summary powers.

THE SCHEDULE "A" ABOVE REFERRED TO
(THE LANDED PROPERTY)

ALL THAT PIECE AND PARCEL OF LAND measuring 6 (Six) cottahs 05 (Five) chittacks and 43(Forty three) square feet a little bit more or less lying and situates at Mouza - Barhans -Fartabad, Pargana- Medanmalla, under Additional District, Sub-Register and Police Station -Sonarpur, District, South 24Pargana, having J.L No.47, R.S No. 7 Touzi No. 109, under C.S. Khatian No.-872, R.S Khatian No. 1615, 1587, 1710, comprising of R.S. Dag No. 991 having Holding No. 1069, under Ward No. 29 of Rajpur-Sonarpur Municipality butted and bounded by :-

ON THE NORTH BY : Plot of S.P. Sikder

ON THE SOUTH BY : 8'-0" ft. Wide common passage.

ON THE EAST BY : 12'-0" ft. Wide existing common passage. And

ON THE WEST BY : Plot of Swaraj Barua and part of A.K.Dutta.

THE SCHEDULE -"B" ABOVE REFERRED TO

AS OWNERS ALLOCATION

ALL THAT piece and parcel of total 3150 square feet of super built-up area residential flats comprising of two no.'s of 3BHK residential flat measuring each about 1150 (eleven hundred fifty) Sq.ft super built-up area will be available one facing north-west side of first floor and another one facing south-east side on the

second floor and one no. of 2BHK residential flat measuring about 850 (eight hundred and fifty) sq.ft. super built-up area will be available on facing south-west side on the second floor only plus two no.'s of car parking space each of 130 sq.ft in the ground floor of the Constructed building in the entire project upon the land mentioned in the **Schedule A**" hereinabove.

THE SCHEDULE-"C" ABOVE REFERRED TO

(the common areas)

ALL THAT the common path, passages, staircase, amenities, facilities, utilities common to all the co-owners of the flats and owner of car parking spaces within the Schedule 'A' property mention hereinabove.

THE SCHEDULE-"D" ABOVE REFERRED TO

(Specification of Construction & Completion of Work)

1. All filling works should be done by Silver Sand.
2. Extra tie beam may be cast if required.
3. All windows and outside doors elevation will be as per Developers choice.
4. Lintel should be cut piece and bend lintel.
5. All structural work should be as per sanctioned plan including roof and as per Engineer's instruction.
6. Lay out of building its car parking space, shop space and other necessary works required to be done may be changed as per Developer's requirement.
7. All electrical wiring except fitting should be supplied by the Developer with Original brand company wire with switch

- board, ceiling rose, main switch and main line. Some fittings may be supplied by the Developer for Owner's flat.
8. Some shelves may be erected in bed room.
 9. Outside painting would be done as per Developer's choice for perfect elevation and inside plaster of Paris.
 10. Septic tank, soak-pit including outlet drainage Line shall be done by the Developer.
 11. Bed Room, Living Dining, Verandah, Stair have been Standard Marble flooring and Toilet and Kitchen should be any colour Tiles flooring and wall (as per Owner's choice). Kitchen will be decorated by various separations.
 12. All other items may be followed by drawing. Only the plinth height will as per sanctioned plan from the permanent G.L. i.e. Road level.
 13. Plumbing line will be Standard and the Pump suck and Reservoir line will be of ISI Standard.
 14. Soil of the Earth Excavation only can be used for filling of Foundation, of column and balance earth will be used outside the building area but within the boundary wall.
 15. Hygienic Drinking water will be supplied by boring of Tube-well and proper Branded Pump set or as water supply available within the area.
 16. Stair railing handle must be covered united wooden handle.

SPECIFICATION

- | | | |
|--------------|---|----------------------------------|
| 1. a) Cement | : | Ultratech/ACC/Lafarge (53 Grade) |
| b) Steel | : | Tata Brand/ Elegant/ISI Brand |

2. Bricks : 1st Class Brick
3. Sand : Coarse sand for casting work, medium sand for brick work and Plaster.
4. Stone Chips : 3/4th, or 5/8th pure.
5. Door & Window: (4"x3") 1^{1/2} Rabbit- Materials Sal (Well Seasoned) shutter (Panel) 1^{1/2} * Gamari/ Chick Rashi (well Seasoned with fittings) and window will be aluminum frame with glass design will be specified fittings according to the sanctioned plan.
- For Toilet : Sintex P.V.C. door frame with shutter with necessary fittings.
6. G.I. Pipe should be used for soil line (4" dia) and water line including rain water (3" dia) with ISI (A.M.C) C.I. fittings.
7. Painting of G.I. Pipe : Inside- Black Japan Painting,
Outside- Red oxide painting.
All joints should be done by lead.
8. For drinking water line & G.I. Pipe (Tata Medium) and G.I. fitting (ISI) or Oripast/Ashirbad brand may be used.
9. Drain Line : Proper PVC pipe Drainage will be made.
10. Standard Tiles will be used as per requirement and Developer's choice.
11. Sink at Kitchen made in Marble.
12. Counter Top: Marble

13. Any proportion of mixing sand, cement & stone chips as per drawing. R.C.C. -4:2:1,10" Brick Wall- 6:1 & 5",Brick wall- 4:1
14. Grill will be fixing and supplied by the Developer as where as necessary with thick Quality of steel.
15. Entry door will be 2"/1^{1/2}" thick quality wooden door.
16. Door and window will be paint very good quality paint (either Berger/Asian Plants).
17. Toilet commode, pan and Basin will be supplied and fixing up by the developer.
18. Floor tiles/ marble may be used for flooring. Boundary wall with at least 4'-0" feet height will be done by the developer.
19. Boundary wall with at least 4'-0" feet height will be done by the Developer.
20. No extra work will be done. If necessary then my be done with extra charges.
21. Brickwork will be 8"/5/3"

STAIR HEAD ROOM:-

1. Outside wall -8' thickness.
2. R.C.C. Roofing, one No. of door, window, and stair railing will be supplied.
3. Inside finish by plaster of Paris and outside by Snowcem/good quality paint.
4. Size of stair room should be as per sanctioned plan and requirement on and above the roof height.

PARAPET WALL:-

Parapet wall should be 5" and 10' x 10' Pillar has to be done between 10'-10' ft. interval of 3' ft. height with finish.

IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

By the Parties abovenamed
at Kolkata in the presence of:

WITNESS:-

1. Jayanta Roy
20/1 Lake Road
Kolkata-700 029

2. Chandan Sekhar Ghosh
Shibata, Majumdarbari,
Garia, Kolkata-84

1. Tapan Kumar Majumdar

2. Anirban Majumdar

SIGNATURE OF THE OWNERS

BIJOY LAXM. CONSTRUCTION
Bijoylaxmi Ghosh
Proprietor

SIGNATURE OF THE DEVELOPER

Drafted and prepared by:

Tapasi Roy.

Tapasi Roy, Advocate,
Alipore Judges Court, Calcutta

Computer print by: Subhrajyoti Saha.
99, S.P. Mukherjee Rd.
Mal-26.

MEMO OF CONSIDERATION

RECEIVED from M/S BIJOY LAXMI CONSTRUCTION OF Shibtala, Majumderpara, Garia, Kolkata-700 084, P.S.-Sonarpur a sum of Rs.25,000/- (Rupees Twenty Five Thousand) only as and by way of earnest money payable under these presents as per Memo below:-

By A/C Payee Cheque

1. Cheque No.-014069 Dated 21.04.2014

In favour of Sri Tapan Kumar Majumder

Of Union Bank of India, Garia Branch for

Rupees Twenty Five Thousand only ----- Rs.25,000.00

1. Tapan Kumar Majumder




2. Animesh Majumder

SIGNATURE OF THE OWNERS












WITNESSES:-

1) Jayanta Roy
20/c Lake Road
Kolkata - 700029












2) Chandan Sekhar Ghosh
Shibtala, Majumderpara,
Garia, Kolkata - 84.

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name TAPAN KUMAR MAJUMDER
 Signature Tapan Kumar Majumder

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name ANIRBAN MAJUMDER
 Signature Anirban Majumder

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name BIJOY LAXMI GHOSH
 Signature Bijoylaxmi Ghosh

		Proprietor Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name

Signature

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 5
Page from 5245 to 5273
being No 01446 for the year 2015.




(D. Shadman) 27-February-2015
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS
West Bengal