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AMARIK OHISO

FOR JOINT VENTURE made this the 18th .... day of August, Two Thousand and Twenty Two BETWEEN:

(1) SRI. DEBABRATA CHAKRABORTY (PAN: AIKPC1634N), son of Late Makhan Lal Chakraborty, by faith Atheist, by Nationality Indian, by occupation Manager residing at Premises No. P-18, Regent Estate, Police Station Jadavpur, Post Office Regent Estate, Kolkata- 700092 and (2) SMT. DEBIKA BHATTACHARYA (PAN: AFYPB2141J),

1 6 AUG 2022 SL NO. 18705 DT..... AADHAR ADDRESS ..... Chakrab Home Jad TANMOY KAR PURKAYASTHA (STAMP VENDOR) ALIPORE POLICE COURT Amn Ly KOLKATA-27 9534 GRIHO NIRMAN ASSOCIATES of the Dist. 3537 GRIHO NIRMAN ASSOCIATES Partner 9538 DISTRICT SUB REGISTRAR-III SOUTH 24 PGS. ALIPORE 1 8 AUG 2022 9539 Debika Bhattachaeya sital Halder Sp. Sri. S. Halder FACEPORE POLICE COUNT KOIKALO- FOROZT. KAW CKKK

AADHAR NO. 5058 0873 0451) daughter of Late Makhan Lal Chakraborty by faith Hindu, by Nationality Indian, by occupation Homemaker residing at Premises no 174, Regent Estate, Police Station Jadavpur, Post Office Regent Estate, Kolkata- 700092, hereinafter collectively referred to as the "LESSEES" (which expression unless excluded by or repugnant to the context hereof shall mean and include their respective heirs, executors, administrators, legal representatives and assign) of the ONE PART.

### <u>AND</u>

GRIHO NIRMAN ASSOCIATES (PAN – AAFFG9883N), a Partnership firm having its Principal Office at having its registered office at 82/7H, Ballygunge Place, at present 82/9A, Ballygunge Place, Post Office - Ballygunge, Police Station - Gariahat, Kolkata – 700 019, District – South 24 Parganas, represented by its Partners, (1) SRI ASHOKE KUMAR ROY (PAN – ADEPR5803R), (AADHAR NO. 6004 2725 1504) son of Late Hirendra Lal Roy, by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at the premises No. 1/1A, Jamini Roy Sarani (formerly Ballygunge Place East), Post Office - Ballygunge, Police Station - Gariahat, Kolkata – 700 019, District – South 24 Parganas and (2) SRI ARJUN SINGH (PAN – ASQPS8610L), (AADHAR NO. 5303 0876 0105) son of Late Shyamji Singh, by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at the premises No. 82/8A, Ballygunge Place, Post Office - Ballygunge, Police Station - Gariahat, Kolkata – 700 019, District – South 24 Parganas hereinafter collectively 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;

WHEREAS the Governor of State of West Bengal as the Lessor granted, conveyed and transferred by way of Lease to Smt. Nita Chakraborty wife of Sri Makhan Lal Chakraborty then residing at 16/3, Gariahat Road, Calcutta All That piece or parcel of land containing an area by measurement 5 (five) Cottahs 9(nine) Chittacks 24 (twenty four) square feet be the same a little more or less situated and lying at and being Plot No.18 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 by an Indenture of Lease dated 19<sup>th</sup> day of March, 1964 at and for a consideration mentioned therein for a period of 99 (ninety nine) years commencing from the 19th day of March, 1964 which was registered at the office of Sub Registrar of Alipore, District 24-Parganas and recorded in Book No.I, Volume No. 49, Pages 125 to 131, Being No.2222 for the year 1964.

AND WHEREAS the Governor of the State of West Bengal as the Lessor therein released Smt. Nita Chakraborty, the Lessee therein upon payment of the entire salami or premium as stated in the said Indenture of Lease dated 19th day of March, 1964 and at present there is no liability with the Governor of State of West Bengal.

AND WHEREAS Smt. Nita Chakraborty thus seized and possessed of and well and sufficiently entitled to as the Lessee All That piece or parcel of land containing an area by measurement 5 (five) Cottahs 9(nine) Chittacks 24 (twenty four) square feet be the same a little more or less situated and lying at and being Plot No.18 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 and was enjoying the same free from all encumbrances and liabilities.

AND WHEREAS Smt. Nita Chakraborty subsequently constructed a two storied brick built building at the said premises under plot no.18 of the Tollygunge Land Development Scheme at Regent Estate.

AND WHEREAS Smt. Nita Chakraborty mutated her name in the Assessment records of Corporation of Calcutta and the said plot of land was numbered as 176/14/18, Raipur Road, under Ward No. 96, being Assessee No. 210960700259 and was regularly paying taxes for the said premises to the Corporation of Calcutta.

AND WHEREAS Nita Chakraborty who was governed by the Dayabhaga School of Hindu Law died intestate on 07.02.2015 leaving behind her husband Sri Makhan Lal Chakraborty and only son Sri Debabrata Chakraborty and only married daughter Smt. Debika

Bhattacharya as her legal heirs and heiress in terms of the Hindu Succession Act of 1956.

AND WHEREAS Makhan Lal Chakraborty who was governed by the Dayabhaga School of Hindu Law died intestate on 17.08.2021 leaving behind his only son Sri Debabrata Chakraborty and only married daughter Smt. Debika Bhattacharya as his legal heir and heiress in terms of the Hindu Succession Act of 1956.

AND WHEREAS Sri Debabrata Chakraborty and Smt Debika Bhattacharya thus jointly seized and possessed of and well and sufficiently entitled to as the Lessees of All That piece or parcel of land containing an area by measurement 5 (five) Cottahs 9 (nine) Chittacks 24 (twenty four) square feet be the same a little more or less together with two storied brick built building measuring about 2700 square feet situated and lying at and being Plot No.18 J.L. No. 34, Touzi No. 151, Sub Division Alipore, Mouza Bade Raipur, being Premises No. 176/14/18, Raipur Road, Police Station Jadavpur, Kolkata-700092 within the Municipal limits of Kolkata Municipal Corporation, under Ward No. 96, being Assessee No. 210960700259, Sub Registrar Alipore, in the District of South 24-Parganas and were enjoying the same free from all encumbrances, charges, liens and liabilities whatsoever

AND WHEREAS Sri Debabrata Chakraborty and Smt Debika Bhattacharya, have now decided and agreed to develop the said property as the absolute lawful Lessees of All That piece or parcel of land containing an area by measurement 5 (five) Cottahs 9 (nine ) Chittacks 24 (twenty

four) square feet be the same a little more or less together with two storied brick built building measuring about 2700 square feet situated and lying at and being Plot No.18 J.L. No. 34, Touzi No. 151, Sub Division Alipore, Mouza Bade Raipur, being Premises No. 176/14/18, Raipur Road, Police Station Jadavpur, Kolkata-700092 within the Municipal limits of Kolkata Municipal Corporation, under Ward No. 96, being Assessee No. 210960700259, Sub Registrar Alipore, in the District of South 24-Parganas which is the subject matter of this Agreement for Joint Venture and is morefully described and mentioned in the "Schedule – A" herein below hereinafter referred to as the said "Property".

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

1. That the Lessees have agreed to give to develop and promote and the Promoters/ Developers have agreed to take and accepted to develop and promote All That piece or parcel of land containing an area by measurement 5 (five) Cottahs 9 (nine) Chittacks 24 (twenty four) square feet be the same a little more or less together with two storied brick built building measuring about 2700 square feet situated and lying at and being Plot No.18 J.L. No. 34, Touzi No. 151, Sub Division Alipore, Mouza Bade Raipur, being Premises No. 176/14/18, Raipur Road, Police Station Jadavpur, Kolkata-700092 within the Municipal limits of Kolkata Municipal Corporation, under Ward No. 96, being Assessee No.

- 210960700259, Sub Registrar Alipore, in the District of South 24-Parganas.
- 2. That the Lessees have not entered into any Agreement 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 sanction plan and/or revised sanction plan of the said property from the Kolkata Municipal Corporation and if required the Lessees will sign all relevant papers, documents, plan etc. to be produced by the Promoters/Developers from time to time.
- That all outgoings, taxes, rates, rents, dues to Government and Kolkata Municipal Corporation upto the date of execution of this Agreement will be paid by the Lessees.
- 5. That the Promoters/Developers will dismantle the existing building at the said premises by a demolition contractor. The salvage value paid by the demolition contractor will be retained by the Promoters/Developers.
- 6. The Lessees will execute a General Power of Attorney in favour of Sri Arjun Singh, in accordance to the terms and conditions of this Agreement only authorising and empowering Sri Arjun Singh 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 Promoters/Developers allocation in the said new building, ap-

pointment of engineers, architects, agents, contractors, etc. and to represent the Lessees before the Kolkata Municipal Corporation and any other authority or authorities concerned, to sign any application, schemes, drawings, maps or any other writings for deviation or alteration on their behalf subject to obtaining in writing Lessees' consent to such alteration and deviation to appear before any authority or authorities and undertake the construction of the proposed building. Sri Ashoke Kumar Roy has given his consent for the same being his partner of their aforesaid partnership firm.

- 7. That the Promoters/Developers shall be entitled to enter into agreement for 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 the individual person/s relating to transfer of flats in Promoters/Developers allocation only.
- 8. That the Promoters/Developers will have to complete the construction of the new building on the said property and obtain Completion Certificate from the Kolkata Municipal Corporation and hand-over Lessees' allocation to the Lessees within 30 (thirty) months from the date of receiving vacant possession of the said property upon obtaining sanctioned building plan from the Kolkata Municipal Corporation. In case Promoters/Developers fail to complete the building and further fail to obtain Completion Certificate and handover the Lessees' allocation to the Lessees within 30 (thirty) months due to any unforeseen circumstances, the aforesaid period of 30 (thirty) months will be extended till

completion of the said new building, which should not exceed 36(thirty six) months under any circumstances.

That the allocation of share of both the Lessees and the 9. Promoters/Developers will be at 50 : 50 (fifty : fifty) ratio respectively of all the saleable spaces in the newly constructed building and newly developed property, including there within the covered flat area and car parking space to be sanctioned by the Kolkata Municipal Corporation. The Lessees will be allotted the entire first and entire second floor in the new building and the Promoters/Developers will be allotted entire third and entire fourth floor thereat. Similarly, 50% of the constructed area on the Ground level of the new building / said property constituting inter alia 50% of the car-parking-spaces out of which two nos of car parking space on the front side and two nos of car parking space on the rear side thereof, will be allotted to the Lessees and the remaining 50% will be Promoter/Developer's Allocation. The roof of the said new building will be commonly used by all the residents of the said building.

That apart from the Lessees' allocation as stated hereinabove, the Promoters/Developers shall pay a non refundable sum of Rs. 10,00,000.00 (Rupees ten lakh) only, subject to deduction of T.D.S., to the Lessees, on execution of this Agreement.

10. That within 30 (thirty) days of Lessees notification of their intent to vacate, subject to the approval of the Lessees, the Promoters/Developers will arrange one number of temporary three bed-roomed Flat, of a covered area of not less than 1200 square-

feet, within a radius of 1(one) Km from the said property, as and by way of alternative residential accommodation for Sri Debabrata Chakraborty during the period of construction upon receiving the vacant peaceful possession of the said property to the Promoters/Developers. It is the Promoters/Developers who shall pay rent for the said alternative accommodation until delivery to the Lessees of the Lessees' allocation in the new building to be constructed at the said premises. The Promoters/Developers shall bear all cost and expenses for shifting charges for the Lessees during vacating the said premises and during obtaining the possession of the Lessees' allocation in the said new building, by the Lessees. The Promoters/Developers shall pay a sum of Rs 10,000.00 (Rupees ten thousand) only per month to Smt. Debika Bhattacharya upon receiving the vacant peaceful possession of the said property, and until delivery to the Lessees of the Lessees' allocation in the new building to be constructed at the said premises.

11. 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 transfer the flats, car-parking spaces at the said property (except the Lessees' allocation/flats) together with the proportionate part or share of land comprised in the said property and realise and appropriate the consideration thereof the Promoters/Developers agrees and covenants with the Lessees not to do any act deed or thing whereby the Lessees are prevented from enjoying, transferring,

assigning and or disposing of any part or portion of the Lessees' allocation. It is hereby put on record that the Lessees will personally dispose of, assign, assure, transfer and/or convey portions of their allocation if they so desire and the Promoters/Developers will not have any say in respect thereof.

- 12. That the Promoters/Developers shall meet and bear all expenses required for construction of the proposed multistoried building as per building plan to be 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.
- 13. That the Lessees agree and undertake to assign, convey and transfer and the Lessees will be a Party in the Deed of Sub-Lease/Deed of Assignment of the proportionate undivided part or share in the said land to any individual purchaser/transferee of the flats and car parking spaces out of the allocation of Promoters/Developers in the proposed building, as may be nominated by the Promoters/Developers.
- 14. That the Promoters/Developers and/or their nominee/nominees and Sub-Lessee or their assigns shall have rights of built up areas/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.

- 15. That upon completion of construction, transfer of the flats/spaces to the individual, all sorts of right, title or interest in the said property belonging to the Lessees shall be proportionately ceased and the Promoters/Developers and/or their nominee or nominees, other purchaser or purchasers of the flats and other spaces 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 owners, in the land or soil constituting the said property, will always remain undivided and impartiable.
- 16. That upon completion of the construction and by transferring the flats in the Developers/Promoters allocation to the individual person/s 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-Lessee/s and Lessees by themselves of the said proposed building proportionately. The Promoters/Developers shall be liable to pay flats in the vacant the remaining maintenance for Promoters/Developers allocation. However for a period of one completion certificate of date from the year Promoter/Developer will carry out the functions at the cost of the Sub-Lessee/s and Lessees. The maintenance cost shall be decided by the parties mutually at that point of time.

- 17. That all such rates, taxes and imposition and outgoings, payable in connection with the said property in entirety, on and from the date of execution of this Agreement shall be responsibility of the Promoters/Developers till Completion Certificate is obtained and possession of the Lessees' Allocation in the new building is handed over to the Lessees. Thereafter the Lessees will be liable to bear and pay all such rates, taxes and outgoings proportionately for their 50% share whereas the balance share shall be borne and paid by the Developer or their nominees, as the case may be.
- 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 written permission of the Lessees before any modification or alteration is effected in the Building Plan to be sanctioned from Thereafter Corporation. Municipal Kolkata the Promoter/Developer shall obtain approval/sanction of Kolkata Municipal Corporation, of such modification/alteration in the sanctioned Building Plan. The Promoters/Developers shall keep the Lessees absolutely indemnified and harmless against payment of fees for and/or 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 made the by omission. commission any Promoters/Developers or if any accident occurs during the construction and/or otherwise. The Promoters/Developers shall

also remain liable for any loss or damages for accepting advances from the intending Sub-Lessee/s of the Flats and/or other spaces constituting the Developer's allocation. The Lessees shall not be liable for any such acts, actions and/or omissions on the part of the Developer. The Promoters/Developers shall be responsible for the construction made and source of funds and any explanation regarding the same if required by any authority (for example Income Tax, Kolkata Municipal Corporation or any such authority) has to be explained by the Promoters/Developers and the Lessees shall not be answerable to anybody and shall in no way be responsible in all such circumstances.

The General specification of the construction of the Lessee'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.

Morwar Marble/Vitrified Tiles 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.

All doorframes will be of seasoned Sal wood. Main doors will be made of 35mm flash 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. Collapsible gate at the entrance of the flat. made of will be Sliding windows Aluminium framed with glass and necessary

fittings including iron grill.

(e) FLOORING:

(f) DOORS:

(h) TOILETS (FITTINGS):

European commode, cistern and basin (Parryware Slimline). Hot and cold concealed internal C-PVC water pipe lines of ISI grade (supreme/paras) 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/paras) 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.(Havells/Polycab)

- (I) 2Nos. light point, 1 No. fan point and 1 No. 5 Amp socket point with switchboard having provisions of setting fan regulator in each room. 1 No AC point in master bedroom.
- (II) Drawing/Dining hall will have 4 Nos. light points 2 Nos. fan points, 2 Nos. 5 Amp socket point, 1 No AC point, one telephone point and cable TV point.
- (III) Kitchen will have 1 No. light point, 2 Nos. 15 Amp socket point and 1 No. Exhaust Fan Point.

- (IV) Toilets will have 1 No. light point, 1 No. Geyser point. and 1 No. Exhaust Fan Point
- (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. (MK, Ivory)

(k) <u>LIFT</u>:

One 5 passengers Lift Engineering

Services(LES) elevator will be provided.

(1) WATER SUPPPLY:

24 hours water supply with pump set and

Corporation supply.

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

19. The Promoters/Developers shall use superior quality materials for construction and the fittings and fixtures to be installed in the building shall also be of the best brands - as mentioned morefully in General Specifications of Construction hereinabove. The Lessees will be entitled to inspect the building under construction either in person, or through their authorised representative. If upon such inspection, the Lessees find any irregularity and/or violation of the terms and conditions herein, the Lessees will point out the same to the Promoter/Developer – who will immediately amend/rectify the defect.

- 20.That the Lessees will not be liable to pay the Promoters/Developers any amount whatsoever towards cost of construction of the proposed new building or any matter whatsoever concerned therewith.
- 21. That so long such separate assessment are not made the Lessees and/or their assigns and the Promoters/Developers and/or their nominee or nominees in respect of the Developers allocation shall proportionately 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 their respective portions of the constructed area.
- 22. 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.
- 23. The Lessees shall not in any way be responsible for any loss or injury to any employee or staff of the Developers or any other persons because of any accident or otherwise under Workmens' Compensation Act or any other law. The Promoters/Developers will alone be responsible to pay compensation and/or damages, etcetera, whenever the occasion so arises.
- 24. That the Promoters/Developers shall be entitled to as well as responsible for applying for obtaining 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 the Lessess at their sole discretion and at their own costs.

- 25.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 of the Lessees' allocation to the Lessees.
- 26. That after completion of the construction of the proposed building and notice upon the Lessees to take possession of their Allocation.
- 27.It is only after possession of the Lessees' Allocation is handed over to the Lessees, that possession of the Flats and spaces constituting the Promoters/Developer's allocation shall be handed over to their nominees/transferees.
- 28. The Lessees and the Promoters/Developers and their respective nominees/transferees shall enjoy the following rights and have the following obligations in respect of their respective allocations:-
  - (a) The intending flats occupants in the Promoters/Developers, allocation shall have full and complete and unfettered right in common with other occupants of different flat and spaces of the said property in respect of the staircase along with landing therein and the common passage leading 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 prescribed movables;

- (b) Subject to the restriction and reservation contained herein, the intending flats owners and/or occupants in the Promoters/Developers, allocation shall have full and absolute right of use in common with other purchaser and/or 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;
- Promoters/Developers, allocation 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 Purchaser/Purchasers shall have to maintain the floor of the said flats/portions.
  - (d) The intending flats owners and/or occupants in the Promoters/Developers, allocation 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 or 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 intending flats owners and/or occupants in the Promoters/Developers, allocation shall have the absolute right of making such construction, additions and alterations at their option within the said floors 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;
  - the in occupants flats intending The (f) Promoters/Developers, allocation from time to time and at all times agree to pay proportionate share towards costs of service charges, maintenance taxes, The outgoings. impositions and other 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.

- Promoters/Developers, allocation shall have the right to mutate their names as Sub-Lessee 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 neither the Lessees nor the Promoters/Developers 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 Lessee or his 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.
- 29. 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 within the Promoters/Developer's Allocation and it will not be open for inspection and/or to be questioned by the Lessees.
- 30. That the name of the said new building to be constructed will be decided by the Lessees.
- 31. Nothing in these presents shall constitute as a demise or assignment or conveyance in law of the said premises or any part

thereof to the Developers by the Lessees 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.

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- 32. That any dispute or difference arising out or and/or relating to this Agreement for Joint Venture/Development shall be referred to the Arbitration of a single Arbitrator if the parties can agree upon one, otherwise to two Arbitrators one to be appointed by the Party to the dispute and if the said Arbitrators fail to enter into a conclusion in that case they shall appoint an Umpire and his decision shall be final and binding upon the parties and the Arbitration proceedings shall be governed by the statutory modification thereof for the time being in force.
  - 33.Upon completion of the project, the Promoter/Developer shall hand over the original sanctioned Building Plan, the original Completion Certificate, the original Occupancy Certificate and all other permits and licenses in original, obtained by them for construction of the New Building on the said property, to the Lessees, for them to hold the same, for and on behalf of self and owners of other portions of the New Building.
  - 34. The Lessees at present have two electricity meters at the said property. The Promoter/Developer shall at their own costs and expenses, make all necessary arrangements for connection of the said two meters to the Flats, comprising the Lessees' in the Allocation.

### SCHEDULE "A" AS REFERRED TO ABOVE.

All That piece or parcel of land containing an area by measurement 5 (five) Cottahs 9 (nine) Chittacks 24 (twenty four) square feet be the same a little more or less together with two storied brick built building measuring about 2700 square feet mosaic flooring (ground floor 1350 square feet and first floor 1350 square feet) situated and lying at and being Plot No.18 J.L. No. 34, Touzi No. 151, Sub Division Alipore, Mouza Bade Raipur, being Premises No. 176/14/18, Raipur Road, Police Station Jadavpur, Kolkata-700092 within the Municipal limits of Kolkata Municipal Corporation, under Ward No. 96, being Assessee No. 210960700259 Sub Registrar Alipore, in the District of South 24-Parganas butted and bounded in the manner following that is to say:

> By 30 feet wide KMC Road known Raipur ON THE NORTH:

Road.

By Premises No 176/14/17, Raipur Road.

ON THE EAST: By Premises No 176/14/26 and 176/14/27, ON THE SOUTH:

Raipur Road.

By Premises No 176/14/19, Raipur Road. ON THE WEST:

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:

(SRI. DEBABRATA CHAKRABORTY)

Delsika Bhaffacharya (SMT. DEBIKA BHATTACHARYA)

**LESSEES** 

2. Sonu Singh 46A, Bellygungellace, Astroke KUMAR ROY)

(SRI ÁRJUN SINGH) (GRIHO NIRMAN ASSOCIATES) PROMOTERS/ DEVELOPERS

This Agreement for Joint Venture is drafted and prepared by me at my Goutam Basu office:

Advocate, Alipore Police Court 15B - 745 1980.

### MEMO OF CONSIDERATION

Received from the above named Promoters/Developers a sum of Rs. 10,00,000.00 (Rupees ten lakhs) only towards payment in the following manner.

 By an A/c payee cheque bearing No 131514 dated 18.08.2022 drawn on The Federal Bank Ltd Ballygunge Branch, Kolkata. in favour of Debabrata Chakraborty.

Rs. 4,50,000.00

Add: - Tax Deducted at Source

Rs. 50,000.00

By an A/c payee cheque bearing No 131515
dated 18.08.2022 drawn on The Federal Bank Ltd
Ballygunge Branch, Kolkata.
in favour of Debika Bhattacharya.

Rs. 4,50,000.00

517

Add: - Tax Deducted at Source

Rs. 50,000.00 Rs. 10,00,000.00

(Rupees ten lakhs) only.

Witness:-

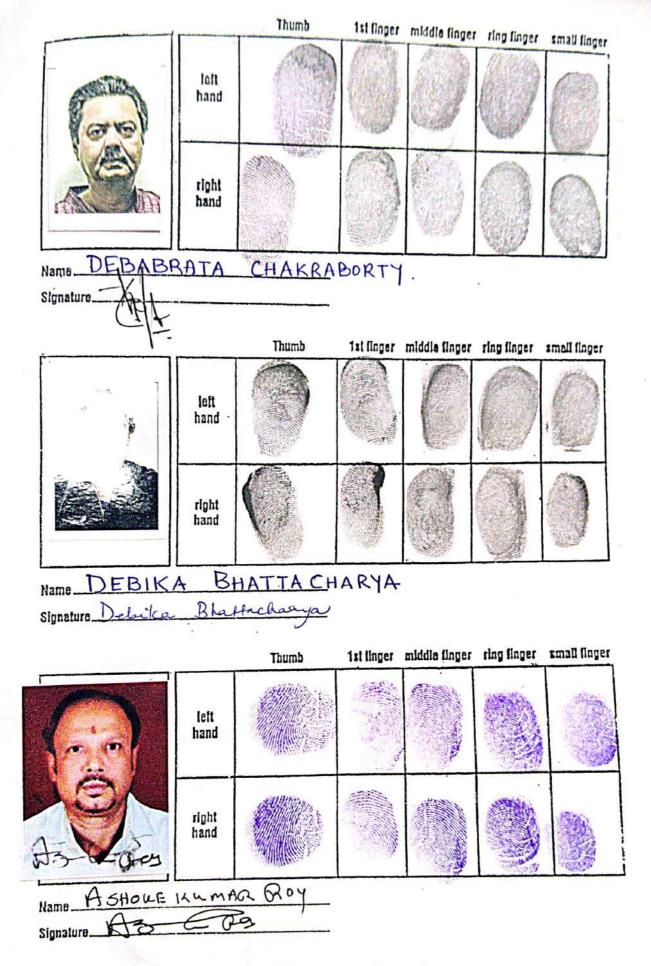
1. Armana Besy

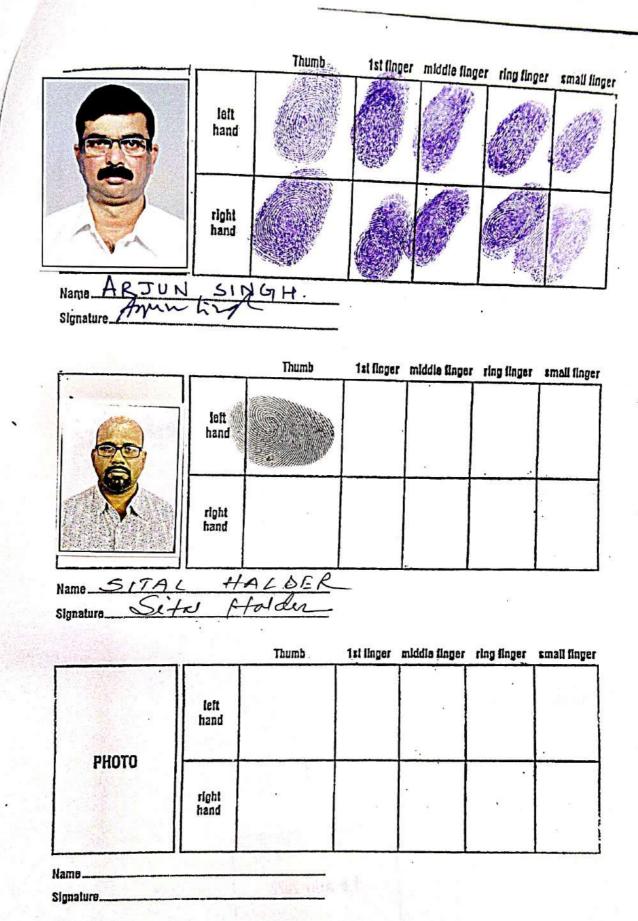
(SRI DEBABRATA CHAKRABORTY)

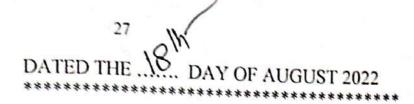
2. Sonu Singh

Debika Bhattacharya

(SMT. DEBIKA BHATTACHARYA) <u>LESSEES</u>







### **BETWEEN**

# SRI DEBABRATA CHAKRABORTY SMT. DEBIKA BHATTACHARYA LESSEES

AND

M/S GRIHO NIRMAN ASSOCIATES

PROMOTERS/DEVELOPERS

AGREEMENT FOR JOINT VENTURE

### Major Information of the Deed

No!	I-1603-12981/2022	- The Deed	
No / Year	1603-2002491513/2022	Date of Registration	22/08/2022
en Date	17/08/2022 12:21:52 PM	Office where deed is re	egistered
Applicant Name, Address & Other Details	ARJUN SINGH 82/8A, BALLYGUNGE STATE	D.S.R III SOUTH 24-F South 24-Parganas	PARGANAS, District:
Transaction		1 - 10010	er/Executant
[0110] Sale, Development	Agreement or Construction	Additional Transaction	
	Section Construction	than Immovable Proper	aration : 21, [4311] Other
Set Forth value	Control of the Contro	10,00,000/-]	
Rs. 2/-	。 10.11年至10.40年7月2日 10.11年7日 10.11年7日 10.11年10日 10.11年		Section 1782
Stampduty Paid(SD)	The sales of the Control of the Cont	Rs. 98,39,741/-	
	TO THE THE PROPERTY OF THE PARTY.	Registration Fee Paid	
Rs. 10,021/- (Article:48(g))		Rs. 10,053/- (Article:E,	E, B)
Remarks	Received Rs. 50/- (FIFTY only area)		

#### Land Details:

District: South 24-Parganas, P.S:- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Raipur Road, , Premises No: 176/14/18, , Ward No: 096 Pin Code : 700092

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land		Market Value (In Rs.)	Other Details
L1	(RS:-)	Taking S.	Bastu	5 Katha 9 Chatak 24 Sq Ft	10000		Width of Approach Road: 30 Ft.,
	Grand	Total:		9.2331Dec	1 /-	77,74,241 /-	

Structure Details:

Sch	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
No	Targetting	2700 Sq Ft.	1/-	20,65,500/-	Structure Type: Structure
S1	On Land L1	2700 Sq Ft.		20,00,00	

Gr. Floor, Area of floor: 1350 Sq Ft., Residential Use, Mosaic Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor: 1350 Sq Ft., Residential Use, Mosaic Floor, Age of Structure: 0Year, Roof Type:

Pucca, Extent of Completion: Complete

Total:	2700 sq ft	1 /-	20,65,500 /-	

### ford Dotalls :

### Name, Address, Photo, Finger print and Signature

### Mr DEBABRATA CHAKRABORTY

Son of Late MAKHAN LAL CHAKRABORTY P-18, REGENT ESTATE, City:-, P.O:- REGENT ESTATE, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092 Sex: Male, By Caste: Others, Occupation: Service, Citizen of: India, PAN No.:: Alxxxxxx4N,Aadhaar No Not Provided by UIDAI, Status Admitted by: Self, Date of Admission: 18/08/2022 ,Place: Pvt. Residence, Executed by: Self, Date of

Execution: 18/08/2022 Admitted by: Self, Date of Admission: 18/08/2022 ,Place: Pvt. Residence

Mrs DEBIKA BHATTACHARYA

Daughter of Late MAKHAN LAL CHAKRABORTY 174, REGENT ESTATE, City:-, P.O:- REGENT ESTATE, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AFxxxxxx1J, Aadhaar No: 50xxxxxxxx0451, Status :Individual, Executed by: Self, Date of Execution: 18/08/2022 , Admitted by: Self, Date of Admission: 18/08/2022 ,Place: Pvt. Residence, Executed by: Self, Date of

Execution: 18/08/2022 , Admitted by: Self, Date of Admission: 18/08/2022 ,Place: Pvt. Residence

**Developer Details:** 

SI No	Name, Address, Photo, Finger print and Signature
'	GRIHONIRMAN ASSOCIATES  82/9A, BALLYGUNGE PLACE, City:-, P.O:- BALLYGUNGE, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, PAN No.:: AAxxxxxx3N,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

Representative Details:

SI No	Name, Address, Photo, Finger print and Signature
	Mr ASHOKE KUMAR ROY Son of Late HIRENDRA LAL ROY 1/1A, JAMINI ROY SARANI, City:-, P.O:- BALLYGUNGE, P.S:- Son of Late HIRENDRA LAL ROY 1/1A, JAMINI ROY SARANI, City:-, P.O:- BALLYGUNGE, P.S:- Son of Late HIRENDRA LAL ROY 1/1A, JAMINI ROY SARANI, City:-, P.O:- BALLYGUNGE, P.S:- Son of Late HIRENDRA LAL ROY 1/1A, JAMINI ROY SARANI, City:-, P.O:- BALLYGUNGE, P.S:- Son of Late HIRENDRA LAL ROY 1/1A, JAMINI ROY SARANI, City:-, P.O:- BALLYGUNGE, P.S:- Son of Late HIRENDRA LAL ROY 1/1A, JAMINI ROY SARANI, City:-, P.O:- BALLYGUNGE, P.S:- Son of Late HIRENDRA LAL ROY 1/1A, JAMINI ROY SARANI, City:-, P.O:- BALLYGUNGE, P.S:- Son of Late HIRENDRA LAL ROY 1/1A, JAMINI ROY SARANI, City:-, P.O:- BALLYGUNGE, P.S:- Son of Late HIRENDRA LAL ROY 1/1A, JAMINI ROY SARANI, City:-, P.O:- BALLYGUNGE, P.S:- Son of Late HIRENDRA LAL ROY 1/1A, JAMINI ROY SARANI, City:-, P.O:- BALLYGUNGE, P.S:- Son of Late HIRENDRA LAL ROY 1/1A, JAMINI ROY SARANI, City:-, P.O:- BALLYGUNGE, P.S:- Son of Late HIRENDRA LAL ROY 1/1A, JAMINI ROY SARANI, City:-, P.O:- BALLYGUNGE, P.S:- Son of Late HIRENDRA LAL ROY 1/1A, JAMINI ROY SARANI, City:-, P.O:- BALLYGUNGE, P.S:- Son of Late HIRENDRA LAL ROY 1/1A, JAMINI ROY SARANI, City:-, P.O:- BALLYGUNGE, P.S:- Son of Late HIRENDRA LAL ROY 1/1A, JAMINI ROY SARANI, City:-, P.O:- BALLYGUNGE, P.S:- Son of Late HIRENDRA LAL ROY 1/1A, JAMINI ROY SARANI, City:-, P.O:- BALLYGUNGE, P.S:- Son of Late HIRENDRA LAL ROY 1/1A, JAMINI ROY SARANI, City:-, P.O:- BALLYGUNGE, P.S:- Son of Late HIRENDRA LAL ROY 1/1A, JAMINI ROY SARANI, City:-, P.O:- BALLYGUNGE, P.S:- Son of Late HIRENDRA LAL ROY 1/1A, JAMINI ROY SARANI, City:-, P.O:- BALLYGUNGE, P.S:- Son of Late HIRENDRA LAL ROY 1/1A, JAMINI ROY SARANI, City:-, P.O:- BALLYGUNGE, P.S:- Son of Late HIRENDRA LAL ROY 1/1A, JAMINI ROY SARANI, City:-, P.O:- BALLYGUNGE, P.S:- Son of Late HIRENDRA LAL ROY 1/1A, JAMINI ROY SARANI ROY 1/1A, JAMINI ROY 1/1A, JAMI
2	Mr ARJUN SINGH (Presentant) Son of Late SHYAMJI SINGH 82/8A, BALLYGUNGE PLACE, City:-, P.O:- BALLYGUNGE, P.S:-Gariahat District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ASxxxxxxx0L, Aadhaar No: 53xxxxxxxx0105 Status: Representative, Representative of: GRIHONIRMAN ASSOCIATES (as PARTNER)

#### Identifier Details:

Identifier Details :	Photo	Finger Print	Signature
Name	T. HOLD BARRETT		
Mr SITAL HALDER Son of Mr S HALDER ALIPORE POLICE COURT, City:-, P.O:- ALIPORE, P.S:-Alipore, District:-South 24 -Parganas, West Bengal, India, PIN:- 700027			HARVA Mr ASHOKE KUMAR ROY, Mr

Identifier Of Mr DEBABRATA CHAKRABORTY, Mrs DEBIKA BHATTACHARYA, Mr AS

ARJUN SINGH

of property for L1	To. with area (Name-Area)
From Mr DEBABRATA CHAKRABORTY	GRIHONIRMAN ASSOCIATES-4.61656 Dec
Mrs DEBIKA	GRIHONIRMAN ASSOCIATES-4.61656 Dec
Brita	大师,一个人们是一个时间的,但是一个时间的自己的现在分词,但是否说:"是这个人,并把这样的情况,我没有这种的人的人,我们是一个人的人。" "我们是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,
for of property for Si	。 [1] [1] [1] [2] [2] [2] [2] [2] [2] [2] [2] [2] [2
fer of property for S1	To. with area (Name-Area)
fer of property for ST From Mr DEBABRATA CHAKRABORTY	To. with area (Name-Area)  GRIHONIRMAN ASSOCIATES-1350.00000000 Sq Ft  GRIHONIRMAN ASSOCIATES-1350.00000000 Sq Ft

### Endorsement For Deed Number: I - 160312981 / 2022

entation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962) sented for registration at 18:40 hrs on 18-08-2022, at the Private residence by Mr 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 98,39,741/-

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

Execution is admitted on 18/08/2022 by 1. Mr DEBABRATA CHAKRABORTY, Son of Late MAKHAN LAL CHAKRABORTY, P-18, REGENT ESTATE, P.O: REGENT ESTATE, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700092, by caste Others, by Profession Service, 2. Mrs DEBIKA BHATTACHARYA, Daughter of Late MAKHAN LAL CHAKRABORTY, 174, REGENT ESTATE, P.O: REGENT ESTATE, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700092, by caste Hindu, by Profession Others

Indetified by Mr SITAL HALDER, , , Son of Mr S HALDER, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 18-08-2022 by Mr ASHOKE KUMAR ROY, PARTNER, GRIHONIRMAN ASSOCIATES (Partnership Firm), 82/9A, BALLYGUNGE PLACE, City:-, P.O:- BALLYGUNGE, P.S:-Gariahat, District:-South 24-

Indetified by Mr SITAL HALDER, , , Son of Mr S HALDER, ALIPORE POLICE COURT, P.O. ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Execution is admitted on 18-08-2022 by Mr ARJUN SINGH, PARTNER, GRIHONIRMAN ASSOCIATES (Partnership Firm), 82/9A, BALLYGUNGE PLACE, City:-, P.O:- BALLYGUNGE, P.S:-Gariahat, District:-South 24-Parganas, West

Indetified by Mr SITAL HALDER, , , Son of Mr S HALDER, ALIPORE POLICE COURT, P.O. ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Debasish Dhar DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-**PARGANAS** 

South 24-Parganas, West Bengal

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.

Certified that required Registration Fees payable for this document is Rs 10,053/- ( B = Rs 10,000/- ,E = Rs 21/- ,H = Rs 28/-, M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 32/-, by online = Rs 10,021/-Percription of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/08/2022 12:35PM with Govt. Ref. No: 192022230100320338 on 18-08-2022, Amount Rs: 10,021/-, Bank: SBI EPay ( SBIePay), Ref. No. 5631512331929 on 18-08-2022, Head of Account 0030-03-104-001-16

that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 50/-, by Rs 9,971/-Rs 9,97 In and Stamp Duty paid by Stamp Rs 50.

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Shan

Debasish Dhar DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-**PARGANAS** South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1603-2022, Page from 471824 to 471858
being No 160312981 for the year 2022.

A Sense of the Physics of the Physic

Digitally signed by Debasish Dhar Date: 2022.09.05 14:42:37 +05:30 Reason: Digital Signing of Deed.

Show

(Debasish Dhar) 2022/09/05 02:42:37 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)