

GOVT OF INDIA
INDIA
KUMAR DEX Advocate
NOTARY
Union of India, do hereby

I, Smt. Krishna Das
Wife of Late Nitai Das
of L.O.P. No. 1799
Garia, Kacharua, C.S.
Scham. Kop. 123
Dated 17/11
 in after referred to as the "executant (s)" on this the.....

"executant (s)" having admitted the execution of the "Paper Writing A" in respective hand in the presence of the witness (es), who as such, subscribe (s) signature (s) thereon, and being satisfied as to the identity of the executant (s), and the said execution, I have authenticated and verified and attested the execution of the "Paper Writings A" and testify that the said execution is in the respective hand (s) of the executant (s).

LIBRARY OF THE
DEPT. OF INDIA
No. 112000
ORGANAS (S)


TAPAN KUMAR DAS
Notary
Govt. of India
Alipore Judges & Criminal Court
Kolkata - 700011

Dist. 24-Parganas

9831109694 (Sujit)

Alipore Judge's / Police Court
Calcutta - 700 017
Regd. No. 1031 / 2000

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भारतीय गैर न्यायिक

पचास
रुपये

रु.50



FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

H 527954



JOINT VENTURE AGREEMENT FOR DEVELOPMENT

THIS JOINT VENTURE AGREEMENT is made on this
08th Day of July 2011 (Two Thousand Eleven) A.D. BETWEEN:

(1) SMT KRISHNA DAS Wife of Late Nitya Gopal Das and (2)
SMT NANDITA MAJUMDAR nee Das Wife of Sri Suvankar
Majumdar and daughter of Late Nitya Gopal Das , both by faith-
Hindu, by Nationality - Indian, both by occupation - House wife,
both residing at L.O.P No. 799, Garia, Laskarpur, G.S. Scheme, Vill
& P.O. Laskarpur, Kalitala Kolkata-700 153, District: 24 Parganas
(South) hereinafter jointly called or referred to as the LAND
OWNERS / PRINCIPALS (Which term or expression unless
repugnant to the context shall mean and include their respective

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Nandita Majumdar

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FOR PACIFIC CONSTRUCTION
Proprietor

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15/3/2011

To
Date to
No
Page

Post Office

395 Street near rd K-62

DL

Ganesh Das
Stamp Vender
Alipore Police Court
South 24-rps, Alipore

heirs, executors, administrators, representative and assigns) of the
FIRST PART .



AND

"M/S PACIFIC CONSTRUCTION", a sole proprietorship Firm, having its office at 395, Boral Main Road, Rangkal, P.S – Sonarpur, Kolkata – 700084, being represented by its Sole Proprietor **SRI BIJOY GHOSH** Son of Late Lalmohan Ghosh by Faith – Hindu, By Occupation – Business residing at C/9 Rajnarayan Park, P.O. + Vill – Boral, P.S. – Sonarpur, District – 24 Parganas (South) herein after called or referred as The **DEVELOPER / BUILDER and / CONTRACTOR** (which term or expression shall unless excluded by or repugnant to the subject or context to be deemed to mean and include its legal heirs, successors in interest, legal representatives, executors, administrators, of the office and/or assigns) the Party of the
SECOND PART.

WHEREAS one Nitya Gopal Das now deceased son of Late Purna Chandra Das was the lawful absolute owner of Homestead land measuring 4 (Four) Cottahs more or less under L.O.P. No. 799, C.S. Plot No. 239 at Mouza –Laskarpur, J.L.No. 57, P.S.- Sonarpur in the District 24 Parganas (South) under Garia, Laskarpur G. S. Scheme, Kolkata-700 153 which was lawfully seized and possessed of or otherwise sufficiently entitled to the said Land Owner by way of a **Deed of Gift**, executed on 13th day of April 1993, by the **Governor of West Bengal**, as the **Donor**, through the department of Refugee, Relief and Rehabilitation, Govt. of West Bengal duly accepted by the **Donee** said Nitya Gopal Das now deceased gladly which was registered at the office of the Addl. District Registrar, Alipore 24 Parganas (South) and recorded in Book no. 1, Volume No. 8, Pages 225 to 228 being No. 582 for the year 1993 .

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For PACIFIC CONSTRUCTION
Proprietor

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AND WHEREAS after the partition of India, a large number of the residents of Former East Pakistan, now Bangladesh crossed over the said land and came to the territory of the State of the West Bengal due to force of Circumstances beyond their control and the Govt. of West Bengal offered all reasonable facilities to such persons who are called "refugee" for their residence in West Bengal in question of their rehabilitation.

AND WHEREAS the Donee is one of the such persons who came to use and occupy a piece of land as aforesaid and the Govt. of West Bengal ultimately gifted the said land areas **4 (Four) Cottahs** more or less as aforesaid by virtue of a Deed of Gift herein above mentioned and the Donee, Nitya Gopal Das now deceased became the lawful absolute owner on the strength of said Gift made by the R.R. & R. Department, Govt. of West Bengal.

AND WHEREAS thereafter said Nitya Gopal Das now deceased built a small house on the above plot of land and mutated his name in respect of the said land together-with small with more particularly mentioned hereunder schedule and the said land and residential small house thereon now has been identified as **Holding No. 215, Kalitala Road , P.S.- Sonarpur, Kolkata – 700 153** within the limit of **Rajpur Sonarpur Municipality, Ward No. formerly 28 now 30 .**

AND WHEREAS while the said Nitya Gopal Das now deceased was enjoying the aforesaid land by paying Municipal rates and taxes, he died intestate on **30/04/01995** leaving behind him only two legal heirs namely **Smt. Krishna Das as his wife and Smt. Nandita Majumdar nee Das** as his only daughter who lawfully seized and possessed of or otherwise sufficiently entitled to every rights and title with peaceful possession of all that areas of land measuring more or

Nandita Majumdar



For PACIFIC CONSTRUCTION
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less 4 Cottahs under L.O.P No. 799 , C.S. Plot No. 239, J.L. No. 5700 at Mouza – Laskarpur, P.S. –Sonarpur within the Jurisdiction of Rajpur Sonarpur Municipality, Holding No. – 215, Kalitala under Ward No. 30 in accordance with **Hindu law of succession 1956**, thus the present owners became the joint owners of the aforesaid or below schedule land and small house thereon .

AND WHEREAS with a view to develop the said property mentioned in the Schedule 'A' hereunder written ; to have a new Building construction on the said land demolishing old residential building thereon in accordance with a Sanctioned Plan to be obtained from Rajpur Sonarpur Municipality, The Land Owners, party of the One Part entered into this Agreement with **"PACIFIC CONSTRUCTION"**, the Developer Firm herein represented by its sole proprietor **SRI BIJOY GHOSH** Son of Late Lalmohan Ghosh having its office at 395, Boral Main Road, Rangkal, P.S – Sonarpur, Kolkata-700084, called as party of the **Second Part** with the following terms and conditions as mentioned hereunder:-

NOW THIS JOINT VENTURE AGREEMENT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :-

1.1 **LAND OWNERS** : (1) **SMT KRISHNA DAS** Wife of Late Nitya Gopal Das and (2) **SMT NANDITA MAJUMDAR** nee Das Wife of Sri Suvankar Majumdar and daughter of Late Nitya Gopal Das both residing at L.O.P No. 799, Garia, Laskarpur, G.S. Scheme, Vill & P.O. : Laskarpur, Kalitala Kolkata-700 153, District: 24 Parganas (South), (After demise of the Present Owners, their legal heirs successors shall be included)

1.2 **DEVELOPER** : **"M/S PACIFIC CONSTRUCTION"**, a sole proprietorship Firm, having its office at 395, Boral Main Road,

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For Pacific Construction
Sri Bijoy Ghosh
Proprietor



Rangkal, P.S – Sonarpur, Kolkata – 700084, being represented by its Sole Proprietor **SRI BIJOY GHOSH** Son of Late Lalmohan Ghosh by Faith – Hindu, By Occupation – Business residing at C/9 Rajnarayan Park, P.O. +Vill – Boral, P.S. – Sonarpur, Dist – 24 Parganas (South) herein after called or referred as The **DEVELOPER / BUILDER and / CONTRACTOR** (After demise of the Present Owners, their legal heirs successors shall be included) .

1.3 **PREMISES** : shall mean the area of Land measuring more or less 4 Cottahs lying and situate at Mouza – Laskarpur, J.L. No. 57, Parganas comprised in C.S. Plot No. 239 appertaining to L.O.P. No. 799, Holding Nos. 215, Kalitala under, Ward No. 30, P.S. Sonarpur, Kolkata – 700 153, District - South 24 Parganas.

Nandita Majumdar

BUILDING : Shall mean the Building to be constructed on the land of the said Holding in accordance with the Plan to be sanctioned by the appropriate authority of Rajpur Sonarpur Municipality .



1.5. **COMMON FACILITIES AND AMENITIES** : shall include corridors, Hall-ways, stair-ways, passages, ways, lavatories, provided by the Developer, pump-room, water, water- reservoir, over head tank, water pump and motor and other facilities which may transfer by possession and by any other means adopted for effecting what is understood as a transfer of space with undivided proportionate share or interest in land proportionate to the area of the Flat and the right to use in common space in multistoried building thereof.

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Proprietor

1.6. **SALEABLE SPACE** : shall mean the space in the Building available for independent use and occupation after making due

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provision for common passages, facilities and the space required for common use for all lawful occupiers.



1.7. **ARCHITECT** : shall mean the person or persons who may be appointed by the Developer for designing and planning and supervision of the said Building.

1.8. **BUILDING PLAN** : shall mean the Plan to be sanctioned by the concerned Authority of Rajpur Sonarpur Municipality with such alterations or modifications as may be made by the Developer with the approval of the Owners from time to time and for which the Developer will have the right to get its sanctioned of the revised Plan by sanctioned by the concerned Authority of Rajpur Sonarpur Municipality and in case of any deviation alteration and modification, the supplementary Building Plan to be shown to the Land Owners.

22/11/11
Nandita Maymudar



1.9. **TRANSFeree** : with its grammatical variation shall mean transfer by mean of conveyance and shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer and any constructed new in the from Flat / Car Parking/ Shops whatsoever with undivided interest in land proportionate to the area of the Flat and the right to use in common space in multi-storied building to purchasers thereof.

1.10. **TRANSFERER** : shall mean the person, Firm, Limited Company, Association or persons(to whom any space other than the Building would be transferred)

1.11. **WORDS** : importing masculine gender shall include feminine gender and neuter gender, like-Wise importing feminine gender shall include masculine and neuter genders and similarly words

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importing neuter gender shall include masculine and feminine genders.

- 1.12 Facilities subject to stipulation of the said building as per Apartment Act 1972 and its time to time amendment thereof or now in force .

It is understood between the Land-Owners and the Developer.

It is clearly Stated that the Flats and others salable areas comprised of the Building on the below schedule Land of the Land -Owners No – 1 & 2 shall be handed over in Complete Condition within 24 (Twenty Four) months from the date of the Sanctioned Plan .

THE LAND OWNERS ALLOCATION: On or after the Completion of the building or project in all respect the Land Owners as settled herein shall be provided as follows:-

The Land Owners No.1 & 2 shall jointly get 45 % (Fourty Five Percent) built up area of the total constructed salable areas together-with undryided proportionate share or interest of the below Schedule A land together-with common areas and others shall be handed over in the following manner :-

a) The Land Owners shall get their allocated Portions in complete condition either in all flours as per ratio or on the First Floor and Third Floor if the Building is comprised of G+III storied Building, but if the Building is comprised of G+IV storied Building, the Land Owner shall have to accept the 50% (Fifty percent) built up area out of their 45% built up area on the Fourth Floor and also the Land Owners shall be provided 1 (One) Shop on the Ground Floor if the commercial sanctioned is availed on the Ground Floor from the concerned authority of Rajpur Sonarpur Municipality.

b) After taking the Land Owners' Possession of Flat or Flats and One Shop subject to commercial areas are sanctioned on the

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Proprietor



Ground Floor, the Land Owners may hand over the rest of the areas under their allocated portion against the value determined as per prevailing market price less Rs. 200/- (Rupees Two Hundred) only per Sq. Ft. and the said consideration value shall be paid by the Developer to the Land Owners after sale of those constructed salable areas as early as possible .

The Owners No.1 to 2 shall be paid jointly Rs. 4000/- (Rs. Four Thousand) only for Rental accommodation which shall be paid within the second week of every English calendar month or suitable accommodation for living shall be arranged by the Developer for the Land Owners during the period of construction till the possession availed by the Land Owners .

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Mandira Majumdar



It is clearly stated here that the aforesaid Flats to be given to Owners No. 1 to 2 shall be inclusive of undivided proportionate share of land common areas, common as aforesaid or said Land Owners allocated portion shall be settled between the Land Owners and the Developer as per mutual and amicable understanding, to be reflected in the supplementary Agreement.

- i) Be it mentioned here that any payment by way of cash / Cheque or any constructed areas that may be exchanged with the constructed areas on their Schedule land which will be made on or before or after the execution of this Agreement that shall be adjusted against the final payment which shall be given on or after completion of the said building.

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1.13. **DEVELOPER ALLOCATION** : save and except Owners' Allocation mentioned above, the rest area i.e. 55% (Fifty Five Percent) of the total constructed areas together with proportionate share of land underneath the said Building, common areas, common passages and all facilities, common roof right, common space whatsoever shall be entitled by the Developer with the right to sell and/or dispose of and / or retain all other areas, spaces, common users and facilities and undivided proportionate share of land underneath the said Building of the sanctioned plan under their allocation except owners' allocation as recited above which shall be provided First of all after completion of the building as per sanctioned plan.

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Nandita Majumdar

1.15 **GENERAL POWER OF ATTORNEY** : the Owners shall execute and register a General Power of Attorney in favour of the Developer in respect of the said land and premises relating to the Schedule 'A' Property and also execute a Notarized Power of Attorney in favour of the Developer for the construction and others needful purposes .



1.16. **OWNERS' APPLICATION** : the Owners shall be bound to take part by themselves or through their Power of Attorney Holder in respect of execution of Deed of Conveyance in favour of the intending Buyer or Buyers of the Developer in respect of the Developer's Allocation as the case may be or shall appear before the Registering Authority as and when called for by the Developer for registration of the appropriate registration office or offices and admit execution thereof and shall be bound to do all needful acts for the proper registration on each deed or deeds.

FOR PAFIFIC CONSTRUCTION

Proprietor

1.17. **POSSESSION** : the Owners' Allocation and possession will be handed over to owners before execution and registration of any

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Deed of Conveyances in favour of the Intending Purchaser or Purchasers by the Developer and the Developer shall be bound to execute the possession letters in favour of the Land-Owners for their all allocated portions prior to lawful transfer of Developer allocation. It is further declared by the Land-Owners that the Developer may make agreement/s with the Third Party or Parties for the sale of Developers' Allocated Portion and also may give registration of two or three Flats/units under its allocation due to urgent need of money and the Land Owners are agreed to handover all Original Copies of little Deed, Mutation Certificate, Tax-receipt and others whatsoever to the Developer at the time of execution of this Joint Venture Agreement which will prove their right, title and authority in respect of the aforesaid or below Schedule-A landed Property and Otherwise, the owners shall be bound to show all original deeds and others documents related to the said landed Property to the Concerned Authority/Authorities as and when necessary.

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ARTICLE - II DEVELOPER'S RIGHT

2.1 The Owners hereby grant subject to what have been hereinafter provided the exclusive right to the Developer to build, construct, erect and complete the said Building for "Commercially Exploit" the same by entering into Agreement for sale with the intending Purchaser of its allocated portion commercially as described and also described in the Schedule under Developers allocation and may transfer and / or construction in accordance with the Plan to be sanctioned by the appropriate authorities with or without amendment and / or modification made or caused by the Developer with the approval of the Owners provided that the Developer shall handover the Land Owners' allocated portion first in the new building constructed as per sanctioned plan .

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Proprietor

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2.2 In consideration of the above, the Developer shall be entitled to all other flats / units save and except the Owners' Allocation stated herein before at the said Premises together with the proportionate undivided share of land and the common facilities, amenities and restrictions as per Apartment act, 1972 and the Developer shall be entitled to enter into Sale-Agreement with the intending buyers for sale and transfer in its own name with any kinds of Deed of Transfer and to receive, realize and collect all money in respect thereof which allotted portion belongs to the Developer which the Land Owners hereby consent to the Developer entering into the said Agreement and the Owners undertake to convey the salable area with said right to the Purchaser when called upon by the Developer and made a party to his Agreement and also do all acts, Deeds and things for the distribution of Developers allocated portion in favour of the intending Purchasers or others as per will or intention of the Developer, if required.

For PACIFIC CONSTRUCTION
Proprietor



2.3 The Developer shall be deemed to be the Agent of the Land Owners and as such Agent shall be solely and exclusively responsible for construction of the said building and also shall have Authority to sell Developer allocated portion together-with proportionate undivided share of land and also other facilities, privileges subject to restriction, as per **Apartment Act 1972** followed by its amendment day by day on the strength of registered **General Power of Attorney** executed by the Land Owner in favour of Sri Bijoy Ghosh, Son of Late Lalmohon Ghosh, personally, herein the party of the Second Part, the Sole Proprietor of the **M/S PACIFIC CONSTRUCTION** and also the Land Owner shall execute another unregistered **General Power of Attorney** in favour of Sri Bijoy Ghosh, Son of Late

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Nandit Majumdar

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Lalmohon Ghosh, herein the party of the Second Part, the Sole Proprietor of the **M/S PACIFIC CONSTRUCTION** where the Land Owner shall give the Developer the exclusive power, right and authority to construct the said building at the cost and convenience of the Developer along-with the right and Authority to sell or transfer in any way of the allocated portion under the Developer's Allocation .

For Pacific Construction
Proprietor



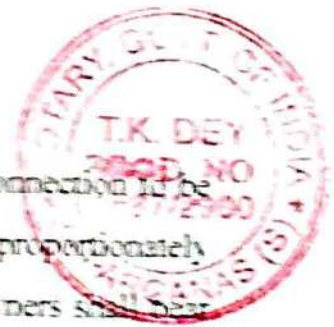
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2.4 The Developer shall at its own cost construct and complete the building as per Sanction Plan with the facility and amenities at the said Premises to be built with good and standard building materials as may be specified by the Architect from time to time, and such construction of the said Building shall be completed entirely by the Developer at its own cost and conveniences within 18 (Eighteen) months from the date of obtaining the Sanction Plan from the **Rajpur Sonarpur Municipality** which is expendable for six months which is the most essence of this Agreement. Be it noted here that the act of Gods of force-major and incase of unavoidable circumstances the period of completion of the building to be extended either six months or more or the period of extension for the completion of the said building will be mutually agreed. Time in this respect unless the same is beyond the control of the Developer being deemed to be the essence of the Agreement between the Parties.

2.5 The Developer shall provide in the said Building water connection. storage tanks, overhead reservoir, electrification, permanent electric connection and until permanent electric connection is obtained temporary electric connection to be provided in a residential multistoried building, having self – contained apartment and constructed spaces for sale and / or residential flat and / or constructed spaces on ownership basis

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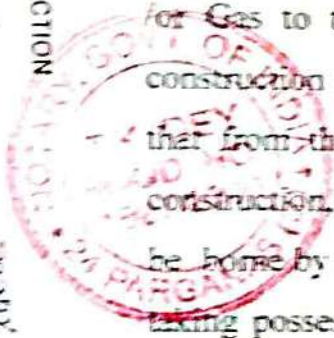
and in that case, the cost of temporary electric connection to be borne by the each Flat / Unit Owner equally or proportionately but in case of common electric connection all Owners shall bear the said cost equally.

2.6 The Developer shall be authorized in the name of the Owners in so far as in necessary to apply for and obtain quotas entitle required for cement, steel, bricks and other Building materials required for the entire construction of the Building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power drainage, sewerage and for Gas to the Building and other facilities required for the construction of enjoyments of the Building and also noted here that from the date of taking possession of the land for new construction, all rents, rates taxes and all others out goings shall be borne by the Developer and in the same way from the date of taking possession of the Land Owners allocated portion by the Land owners, they shall bear the aforesaid all outgoing expenses for their respective allocated portion only.

2.7 The developer shall at its own costs and expenses and without creating any financial or other liability on the owners construct and complete the Building and various units and/or apartments therein in accordance with the Building Plan and any amendment thereto or modification thereof made or caused to be made by the Developer with the consent of the owners in writing.

2.8. That the Developer has right or liberty to sell its allocated portion to the nominee or nominees, otherwise the nominee or nominees of the First part are not entitled to get any portion of the project as intending Purchaser / Purchasers of the said project, but in case of the demise of the Developer, its legal heirs, survivor and

For PACIFIC CONSTRUCTION
 T.K. DEY
 Director
 Nandini Mayankar



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or nominees shall be entitled to seize and possess of the constructed areas together-with proportionate undivided share of land under the Developer's Allocated portion.

- 2.9 All taxes, costs, charges and expenses including Architect's fees etc. shall be paid discharged and borne by the Developer from the date of taking possession of the said land with structure till delivery of possession and the Owners shall have no liability in this context but after getting possession of their allocated portion in fully completed condition, they (Land Owners) shall pay all the rent, rates, taxes, maintenance charges and others outgoings for their allocated portion only .

- 3.0 The Developer shall request the Land Owner to release or give possession of the Land together with existing building either in written or verbally state with particular date in question of new construction thereon.

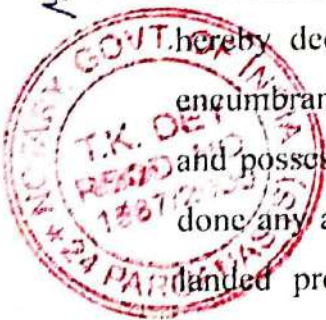
- 3.1 **LANDOWNERS' REPRESENTATIONS:** The Land Owners hereby declare that the below schedule land is free, from all encumbrances having a fair good marketable right, title, interest and possession of their own and they have here to fore have not done any acts deeds or things by which the below "A" Schedule landed property may be affected and arise any litigation in regards to the unencumbered status of the said Land.

- 3.2 The party of the Second Part accepts to complete the construction and deliver the Owner's share within 18 (Eighteen months) after getting the sanctioned building Plan from the Authority Concern subject to the continuance or normalcy in the city of Kolkata and its adjacent locality and subject to natural calamities beyond the control of the second part which include civil commotion, fire, flood, riots etc. may cause from the date of sanction and approval

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For PACIFIC CONSTRUCTION
Proprietor

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Mandir Majumdar





of the plans also subject to giving vacant possession of the land by the Land Owners and in that case the period of completion of the building may be delayed as aforesaid .

3.3 The party of the Second part hereby undertaken to the Land Owners to keep them harmless, identified from or against all third party claims, action arising out of any sorts of non-payment bills of the Contractors or any other person / persons relating to the construction on the Land hereunder schedule .

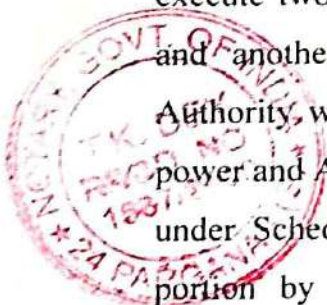
3.4 The Land Owners hereby nominate, constitute and appoint the Developer, the Second Party as their true and lawful constitute attorney to execute, perform all or any inter-alias acts, deeds and things or any more cause to be done for below schedule land in question of construction and selling each Flats/Units/Salable areas together-with proportionate share of Land under the Developers allocation and for this purpose, the Land Owner shall execute two separate General Power of Attorney One notarized and another to be registered from the lawful Registration Authority, where the Land Owners shall give a exclusive right, power and Authority to sell undivided proportionate share of land under Schedule - A or the said land may be sold portion to portion by virtue of registered General Power of Attorney including all other rights also .

ARBITRATION: Any dispute or differences which may arise between the parties herein-with in regard to the construction and disposing of the Developers Allocated portion under the meaning of these presents or effect of this Deed or any part thereof shall be referred to any two arbitrators each to be engaged or appointed by such party and their decision shall be binding upon both the parties herein which shall be met up as per the Law by a submission within the

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For Proprietor
Signature
Proprietor

22/11/11
Majumdar





meaning of the Arbitration and Reconciliation Act. 1996, including its statutory modifications re-enactment and up-to-date amendment thereof.

THE SCHEDULE 'A' ABOVE REFERRED TO

(Where the New Building shall be constructed as per Sanction Plan)

ALL THAT piece and parcel of 'Bastu' Homestead land measuring more or less 4 (Four) Cottahs lying and situate at Mouja - Laskarpur, J.L. No. 57, comprised in C.S. Plot No. 239 appertaining to L.O.P. No. 799, Holding No. 215, Kalitala within the jurisdiction of Rajpur Sonarpur Municipality Ward No. 30, P.S. Sonarpur, District - South 24-Parganas, Kolkata 700 153, and the said land is

BUTTED AND BOUNDED BY

ON THE NORTH	: Tank
ON THE SOUTH	: L.O.P - 1281/1
ON THE EAST	: 25 Ft. Wide Road
ON THE WEST	: 10 Ft. Wide Road

THE SCHEDULE 'B' ABOVE REFERRED TO

(The Land Owners' Allocation Above referred to)

THE LAND OWNERS ALLOCATION: On or after the Completion of the building or project in all respect the Land Owners as settled herein shall be provided as follows:-

The Land Owners No.1 & 2 shall jointly get 45 % (Forty Five Percent) built up area of the total constructed salable areas together-with undivided proportionate share or interest of the below Schedule A land together-with common areas and others shall be handed over in the following manner :-

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For PACIFIC CONSTRUCTION
Proprietor

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a) The Land Owners shall get their allocated Portions in complete condition either in all floors as per ratio or on the First Floor and Third Floor if the Building is comprised of G+III storied Building, but if the Building is comprised of G+IV storied Building, the Land Owner shall have to accept the 50% (Fifty percent) built up area out of their 45% built up area on the Fourth Floor and also the Land Owners shall be provided 1 (One) Shop on the Ground Floor if the commercial sanctioned is availed on the Ground Floor from the concerned authority of Rajpur Sonarpur Municipality.

b) After taking the Land Owners' Possession of Flat or Flats and One Shop subject to commercial areas are sanctioned on the Ground Floor, the Land Owners may hand over the rest of the areas under their allocated portion against the value determined as per prevailing market price less Rs. 200/- (Rupees Two Hundred) only per Sq. Ft. and the said consideration value shall be paid by the Developer to the Land Owners after sale of those constructed salable areas as early as possible .

The Owners No.1 to 2 shall be paid jointly Rs. 4000/- (Rs. Four Thousand) only for Rental accommodation which shall be paid within the second week of every English calendar month or suitable accommodation for living shall be arranged by the Developer for the Land Owners during the period of construction till the possession availed by the Land Owners .

ii) It is clearly stated here that the aforesaid Flats to be given to Owners No. 1 to 2 shall be inclusive of undivided proportionate share of land common areas, common as aforesaid or said Land Owners allocated portion shall be settled between the Land Owners and the Developer as per

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Proprietor

For PACIFIC CONSTRUCTION

Nandita Majumdar

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mutual and amicable understanding, to be reflected in the supplementary Agreement.

- ii) Be it mentioned here that any payment by way of cash / Cheque or any constructed areas that may be exchanged with the constructed areas on their Schedule land which will be made on or before or after the execution of this Agreement that shall be adjusted against the final payment which shall be given on or after completion of the said building.



SCHEDULE 'C' ABOVE REFERRED TO

(Developer's Allocation Above Referred to)

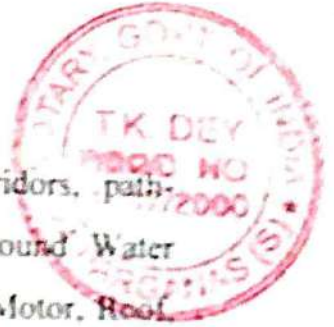
DEVELOPER ALLOCATION : save and except Owner's

Allocation mentioned above, the rest areas i.e. **55% (Fifty Five Percent)** of the total constructed areas together with proportionate share of land underneath the said Building, common areas, common passages together-with all facilities like common roof right, common space undivided share of land whatsoever shall be entitled by the Developer with the right to sell and/or dispose of and / or retain all other areas, spaces, common users and facilities and undivided proportionate share of land underneath the said Building of the sanctioned plan shall go under the Developer's allocation and in brief except Land Owners' allocation as recited above which shall be provided First, the rest or remaining all allocated portion or salable areas after completion of the building as per sanctioned plan shall be deemed or considered as Land Owners Allocation.

SCHEDULE "D" ABOVE REFERRED TO

(COMMON AREAS AND COMMON FACILITIES)

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COMMON AREAS shall mean Shall mean corridors, path-ways, stairways, Roof, beam, main structure, underground Water reservoir, overhead water reservoir Pump, Pump room, Motor, Roof Parapet Wall, Drainage and Sewerage, vacant land and all others that are fit for common use of Main Door Free ingress and egress boundary wall, Meter Room, and common purposes of all occupiers **Developer / LAND OWNER.**

All other spaces, areas, installations, fittings and fixture as may from time to time be installed and arranged and provided for common service and common benefit.



SCHEDULE - "E" ABOVE REFERRED TO
(COMMON EXPENSES)

- a) The expenses of maintaining , repairing ,redecorating etc. of the said structures and in particular the roof, gutter and rain water pipes of the building, water pipes, and electric wire of the building including entrance passage and landing stair case of the said building and also including the boundary walls and compound terrace etc. of the same .
- b) The costs of cleaning and lightening of the passages ,landing , staircases and other parts of the building as enjoyed by the purchasers/ occupiers .
- c) The cost of decorating the exterior of the building.
- d) Salaries of staff /care-taker /security Guard/sweeper etc.
- e) Municipal taxes, levies etc. to be paid proportionately until the Purchasers' flat is not separately assessed.

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For PACIFIC CONSTRUCTION
Proprietor

29/11/11
Shantilal Majumdar



f) Insurance of the building if made including all litigations charges for free and unencumbered title of the land for better use and beneficial use of the purchasers /occupiers as called as legal expenses.

g) Such other expenses as may from time to time be deemed fit and proper by the ASSOCIATION of the aforesaid building.

h) All other expenses and outgoings to be paid by the purchasers/occupiers as follows:-

i) Changing of light point or light.

ii) Changing of pipe for common purpose.

iii) All other changes to be made after completion of the building and handing over the possession by the builder/contractor.

SCHEDULE – F, AS ABOVE REFERRED TO
(ALLOTTED TO LAND OWNER)

Structure RCC with bricks.

Walls Internal: Plaster of Paris finish.
External: Finishing with graceful elevation.

Flooring Entire flat with Marble cost @ Rs. 35/-per Sq. Ft.

Electricals Concealed ISI copper wiring with Anchor equivalent switches Adequate light and power points T. V/ Telephone points at Living area.

Kitchen Cooking Platform with Black stone / Stainless steel sink .

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Glazed tiles up to 2.5 ft above cooking platform.

Toilets

Glazed tiles up to a height of 6ft.

CP bath fittings of D'son equivalent, sanitary fittings of Nyser equivalent make Geyser point in one toilet.

Doors

Main door made of Gammer wood

Others - Flush doors finished with Enamel paint PVC door at Toilet.

Windows

MS steel window with straight grill.

Water supply

Local Municipal water supply and /or Deep Tube well.

Overhead tank for sufficient storage and supply.

Roof

Common roof with special treatment.

All the above technical specification if subject to being approved by respective authority and may be altered depending upon the size of the flat concerned and on mutual agreement between the Developer/Purchaser.

Any thing extra is demanded by the owner or in case of intending Purchasers Apart from the technical specification given in Schedule – "F" shall be made or done by the cost of the Owners / Purchasers.

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INWITNESS WHERE OF the parties hereto have put their signatures
on this day, month and year first above written.

SIGNED, SEALED AND DELIVERED: at 395, Boral Main Road
Kolkata - 700084.

In the presence of witness at Kolkata - 700084.

WITNESSES :

1. Suvankar Majumdar 17/11/2011
2. Navalita Majumdar

SIGNATURE OF THE LAND OWNERS

THE PARTY OF THE FIRST PART

For PACIFIC CONSTRUCTION

Proprietor

SIGNATURE OF THE DEVELOPER

THE PARTY OF THE SECOND PART

Drafted by:
Sajal Kumar Bhattacharyya
Sajal Kumar Bhattacharyya, Advocate

(Advocate)

Alipore Police Court, Kol-27

Computer Printed by:

Avi Chowdhury

Garia, Kolkata - 84

Signature Attested
on Identification
T. K. Dey, Notary
Alipore District Police Court, Cal-27
Regd. No. 1537/2000, Govt. of India

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MEMO OF CONSIDERATION



RECEIVED of and from the within named Second Party Developer the sum of Rs. 10,000/- (Rupees Ten Thousand) only in the following manner :-

Paid by Cash / Cheque on this day 08/07/2011 being Cheque No. 656913 & dated 08-07-2011. Drawn on Axis Bank Ltd, Kolkata & Bank 656912
Kolkata.... Branch Amount of Rs. 10,000/- (Rupees Ten

Thousand Only). in the Manner:-

- 1) Krishna Das herein received Rs 5000/- (drawn on Axis Bank vide cheque no-656912) dated 8/07/2011
- 2) Nandita Majumdar received by cheque Rs 5000/- (" " " " dated 08/07/2011, cheque no-656913)

WITNESSES :

32/37 275



1. Surankar Majumdar (2) Nandita Majumdar
 (SURANKAR MAJUMDAR)
 R-43, Kamdihari,
 Poyarabagan.
 P.O- Bara
 Kolkata-700084

SIGNATURE OF THE LAND OWNERS
 THE PARTY OF THE FIRST PART

2. Tapas Chakraborty
 P.O- Boral
 Dist- 24 Parganas (S)
 Kol- 154

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THE.....17 NOV 2011.....DAY OF.....20

**Paper Writings 'A'
&
The Relative Notarial
Certificate**

Tapan Kumar Dey

Advocate

ALIPORE JUDGES & CRIMINAL COURT



NOTARY

Govt. of India

Regd. no. 1537/2000

ADDRESSES

Chamber : "HEMANTABHA APARTMENT"

63, Santoshpur Avenue

Kolkata - 700 075

Mobile Phone : 9830314080 (T.K.Dey)

9831109694 (Sujit)

Office : ALIPORE CRIMINAL COURT

Bar Association (1st Floor)

Kolkata - 700 027

Phone : 2479-1068

Residence : "AMULYA BHAVAN"

10, Seventh Street, Modern Park

Santoshpur, Kolkata - 700 075

Phone : 2416-1861