



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AC 906754

12-156
25/9/19
1518941

* Certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

Addl. District Sub-Registrar
Behala, South 24 Parganas

25 SEP 2019

JOINT VENTURE AGREEMENT

THIS PROMOTIONAL JOINT VENTURE AGREEMENT is made on this the 25th day of September, 2019 (Two Thousand Nineteen)

BETWEEN

R R DEVELOPERS


Partners

Serial No. 2105 Date 19 SEP 2019

Name ASIM MUKHOPADHYAY.
Address Advocate Alipore Judges' Court
Kolkata-700 027

Value Rs. 100/- P.

BIDYUT KR. SAHA
Licence Stamp Vendor
Alipore Judges' Court 24 Pgs. (S)

Licence Stamp Vendor Signature



R R DEVELOPERS

Partners

67
A.D.S.R. Behala

25 SEP 2019

Dist.- South 24 Pgs.

Major Information of the Deed

Deed No :	I-1607-10323/2019	Date of Registration	25/09/2019
Query No / Year	1607-0001518991/2019	Office where deed is registered	
Query Date	19/09/2019 4:49:54 PM	A D S R BEHALA, District: South 24-Parganas	
Applicant Name, Address & Other Details	Asim Mukhopadhyay Alipore Judges Court, District: South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. 9830020398, Status: Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs 5,00,000/-]		
Set Forth value	Market Value		
Rs 1/-	Rs 22,49,998/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs 5,021/- (Article 48(g))	Rs 5,021/- (Article: E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip (Urban area)		

Land Details :

District: South 24-Parganas, P. S.- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kailash Ghosh Road, Premises No: 12, Ward No: 123 Pin Code : 700008

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	3 Katha 12 Chatak	1/-	22,49,998/-	Property is on Road
Grand Total :				6.1875Dec	1/-	22,49,998/-	

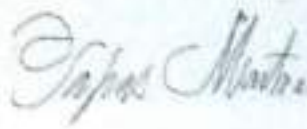
Land Lord Details :

SI No	Name, Address, Photo, Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Mr Manas Maitra (Presentant) Son of Late Nirmal Chandra Maitra Executed by: Self, Date of Execution: 25/09/2019 Admitted by: Self, Date of Admission: 25/09/2019, Place : Office			
		25/09/2019	L1 25/09/2019	25/09/2019
5/4, Kailash Ghosh Road, P.O:- Haridevpur, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700008 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AGEPM5176F, Aadhaar No: 62xxxxxxxx8747, Status :Individual, Executed by: Self, Date of Execution: 25/09/2019 Admitted by: Self, Date of Admission: 25/09/2019, Place : Office				

R R DEVELOPERS



Partners

Name	Photo	Finger Print	Signature
Mr Tapas Maitra Son of Late Nirmal Chandra Maitra Executed by: Self, Date of Execution: 25/09/2019 , Admitted by: Self, Date of Admission: 25/09/2019 ,Place : Office	 25/09/2019	 LTI 25/09/2019	 25/09/2019
5/4, Kailash Ghosh Road, P.O:- Haridevpur, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700008 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: AENPM3020M, Aadhaar No: 41xxxxxxxx5466, Status :Individual, Executed by: Self, Date of Execution: 25/09/2019 , Admitted by: Self, Date of Admission: 25/09/2019 ,Place : Office			
Mr Nimesh Maitra Son of Late Nirmal Chandra Maitra Executed by: Self, Date of Execution: 25/09/2019 , Admitted by: Self, Date of Admission: 25/09/2019 ,Place : Office	 25/09/2019	 LTI 25/09/2019	 25/09/2019
5/4, Kailash Ghosh Road, P.O:- Haridevpur, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700008 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: FGPEM2821J, Aadhaar No: 85xxxxxxxx2967, Status :Individual, Executed by: Self, Date of Execution: 25/09/2019 , Admitted by: Self, Date of Admission: 25/09/2019 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	R R DEVELOPERS 1/1, Kailash Ghosh Road, House No. 79, P.O- Barisha, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700008 , PAN No.: AASFR0735R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by Representative

R R DEVELOPERS

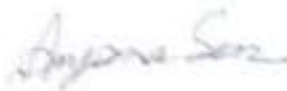

Partners

Representative Details :

Name Address Photo Finger print and Signature

Name	Photo	Finger Print	Signature
Mr Narayan Chandra Sen Son of Ramendra Mohan Sen Date of Execution 25/09/2019, Admitted by Self, Date of Admission 25/09/2019, Place of Admission of Execution: Office			
25/09/2019 1:18PM	L1 25/09/2019	25/09/2019	

1/1, Kalash Ghosh Road, Parama Abasan, House No. 79, P.O. - Barisha, P.S. - Thakurpukur, District. - South 24 Parganas, West Bengal, India, PIN - 700008, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No. AVEPS4497A, Aadhaar No. 43xxxxxxx5955 Status: Representative, Representative of: R R DEVELOPERS (as Partner)

Name	Photo	Finger Print	Signature
Mrs Anjana Sen Wife of Narayan Chandra Sen Date of Execution 25/09/2019, Admitted by Self, Date of Admission 25/09/2019, Place of Admission of Execution: Office			
25/09/2019 1:22PM	L1 25/09/2019	25/09/2019	

1/1, Kalash Ghosh Road, Parama Abasan, House No. 79, P.O. - Barisha, P.S. - Thakurpukur, District. - South 24 Parganas, West Bengal, India, PIN - 700008, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No. CSFPS5884M, Aadhaar No. 67xxxxxxx6640 Status: Representative, Representative of: R R DEVELOPERS (as Partner)

Identifier Details :

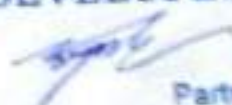
Name	Photo	Finger Print	Signature
Mr Bikram Roy Son of Swarnaj Roy Alipore Judges Court, P.O. - Alipore, P.S. - Alipore, District. - South 24 Parganas, West Bengal, India, PIN - 700027			
25/09/2019	25/09/2019	25/09/2019	

Jointly Of Mr Manas Maatra, Mr Tapas Maatra, Mr Nimesh Maatra, Mr Narayan Chandra Sen, Mrs Anjana Sen

Transfer of property for L1

Sl.No	From	To, with area (Name-Area)
1	Mr Manas Maatra	R R DEVELOPERS-2.0625 Dec
2	Mr Tapas Maatra	R R DEVELOPERS-2.0625 Dec
3	Mr Nimesh Maatra	R R DEVELOPERS-2.0625 Dec

R R DEVELOPERS


Partners

On 20-09-2019

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 22,49,996/-



Sandip Biswas
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal

On 25-09-2019

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

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

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

Presented for registration at 12:19 hrs on 25-09-2019, at the Office of the A.D.S.R. BEHALA by Mr. Manas Maitra, one of the Executants.

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

Execution is admitted on 25/09/2019 by 1. Mr Manas Maitra, Son of Late Nirmal Chandra Moitra, 5/4, Kailash Ghosh Road, P.O. Haridevpur, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession Service, 2. Mr Tapas Maitra, Son of Late Nirmal Chandra Moitra, 5/4, Kailash Ghosh Road, P.O. Haridevpur, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession Service, 3. Mr Nimesh Maitra, Son of Late Nirmal Chandra Moitra, 5/4, Kailash Ghosh Road, P.O. Haridevpur, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession Service

Indetified by Mr Bikram Roy, , Son of Swaraj Roy, Alipore Judges 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 25-09-2019 by Mr Narayan Chandra Sen, Partner, R R DEVELOPERS (Partnership Firm), 1/1, Kailash Ghosh Road, House No. 79, P.O.- Barisha, P.S.- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700008

Indetified by Mr Bikram Roy, , Son of Swaraj Roy, Alipore Judges 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 25-09-2019 by Mrs Anjana Sen, Partner, R R DEVELOPERS (Partnership Firm), 1/1, Kailash Ghosh Road, House No. 79, P.O.- Barisha, P.S.- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700008

Indetified by Mr Bikram Roy, , Son of Swaraj Roy, Alipore Judges Court, P.O. Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,021/- (B = Rs 5,000/-, E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 5,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/09/2019 6:37PM with Govt. Ref. No. 192019200077974491 on 24-09-2019, Amount Rs: 5,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 907164258 on 24-09-2019, Head of Account 0030-03-104-001-16

R R DEVELOPERS



Partners

ment of Stamp Duty

declared that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Stamp Rs 100/-, by
line = Rs 4,921/-

Description of Stamp

1 Stamp Type: Impressed, Serial no 905754, Amount: Rs.100/-, Date of Purchase: 19/09/2019, Vendor name: Bidyut
Kr Saha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 24/09/2019 6:37PM with Govt. Ref. No: 192019200077974491 on 24-09-2019, Amount Rs: 4,921/-, Bank:
HDFC Bank (HDFC0000014), Ref. No: 907164258 on 24-09-2019, Head of Account 0030-02-103-003-02



Sandip Biswas
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal

R R DEVELOPERS



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icate of Registration under section 60 and Rule 69.
istered in Book - I
lume number 1607-2019, Page from 329268 to 329339
eing No 160710323 for the year 2019.



Digitally signed by SANDIP BISWAS
Date: 2019.09.27 16:46:36 +05:30
Reason: Digital Signing of Deed.

(Sandip Biswas) 27/09/2019 16:46:23
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
West Bengal.

R R D LOPEERS


Partners

(This document is digitally signed.)

(1) **SRI MANAS MAITRA**, (PAN - AGEPM5176F), (Aadhaar No. 623892718747), (Mobile No. 9968426870), son of late Nirmal Chandra Moitra, by faith- Hindu, by occupation- Service, by nationality- Indian, residing at 5/4, Kailash Ghosh Road, Police Station- Haridevpur, Kolkata- 700008, (2) **SRI TAPAS MAITRA**, (PAN - AENPM3020M), (Aadhaar No. 414150925466), (Mobile No. 900775376), son of late Nirmal Chandra Moitra, by faith- Hindu, by occupation- Service, by nationality- Indian, residing at 5/4, Kailash Ghosh Road, Police Station- Haridevpur, Kolkata- 700008 (3) **SRI NIMESH MAITRA**, (PAN - FGEPM2821J), (Aadhaar No. 850620742967), (Mobile No. 9811435361), son of late Nirmal Chandra Moitra, by faith- Hindu, by occupation- Service, by nationality- Indian, residing at 5/4, Kailash Ghosh Road, Police Station- Haridevpur, Kolkata- 700008 hereinafter jointly and collectively called and referred to as the '**OWNERS/FIRST PARTIES**' (which terms or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include each of their respective legal heirs, successors, executors, administrators, legal representatives, nominees and or assigns) of the **ONE PART**:

AND

R R DEVI



ners

R. R. DEVELOPERS. (PAN- AASFR0735R), a registered Partnership Firm having its registered office at 1/1, Kailash Ghosh Road, House No. 79, Post Office- Barisha, Police Station- Haridevpur, Kolkata- 700008, represented by its Partners namely- **(1) NARAYAN CHANDRA SEN**, (PAN- AVEPS4497A), (Aadhaar No. 431597515955), (Mobile No. 9831100669), son of Ramendra Mohan Sen, by faith- Hindu, by occupation- Business, by nationality- Indian, and **(2) SMT. ANJANA SEN**, (PAN- CSFPS5884M), (Aadhaar No. 677505866640), (Mobile No. 9836653629), wife of Narayan Sen, by faith- Hindu, by occupation- Business, by nationality- Indian, both are residing at 1/1, Kailash Ghosh Road, Parama Abasan, House No. 79, Post Office- Barisha, Police Station- Haridevpur, Kolkata- 700008, District of South 24- Parganas, hereinafter called and referred to as the '**DEVELOPER/ SECOND PARTY**' (which terms or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors-in-office, executors-in-office, administrators, legal representatives, nominees and or assigns) of the **OTHER PART**;

WHEREAS one Chati Ram Sardar of Purba Barisha along with his co-sharers having Korfa right adversely to the knowledge of other co-sharers for over 12 years since the time of their predecessor in interest

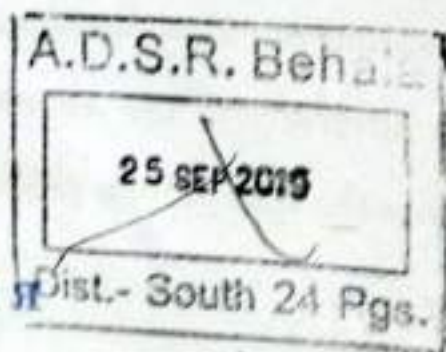
R R DEVELOPERS



Partners



R R DEVELOPERS
[Signature]
Partners



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was the originally recorded sole owner of ALL THAT piece and parcel of land measuring .28 decimals recorded as C.S. Dag No. 695, Khatian No. 227, of Mouza- Purba Barisha, J.L. No. 23, within the Police Station- formerly Thakurpukur now Haridevpur, District: South 24 Parganas.

AND WHEREAS by an indenture dated 02.07.1957 registered with sub-registrar Alipore Sadar 24 Parganas in Book No. I, Volume No. 95, at Page 21 to 24 being Deed No. 5668 for the year 1957 the said Chati Ram Sardar and his other co-sharers sold to Upendra Nath Sarkar a specific portion of land as embodied therein and also he and his other co-sharer at the same time sold other specific portion of land to other three person namely to Anil Kumar Biswas, Mahendra Nath Biswas and Sreenath Halder by virtue of three other sale deed of the same date executed in favour of the aforesaid persons keeping remaining specific portion of land for their own use and occupation.

AND WHEREAS on 11.09.1958 by virtue of registered Deed of Settlement the erstwhile owner along with other co-sharers the said Upendranath Sarkar got and obtained well demarcated and well define portion of the said land under C.S. Dag No. 695, appertaining to C.S. Khatian No. 227 of Purba Barisha Mouza, J.L. No. 23. The said deed

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of settlement was registered in the office of Sub-Registrar Alipore recorded in Book No. I, Volume No. 44 at Pages 185 to 188 being Deed No. 3135 for the year 1958.

AND WHEREAS the said Upendra Nath Sarkar vendor therein after purchase the aforesaid land got and mutated his name in the Kolkata Municipal Corporation being Premises No. 12, Kailash Ghosh Road, having Assessee No. 411230900120, Kolkata- 700008, and constructed pucca and kancha structure thereon taking govt. Loan for the purpose by mortgaging the same demarcated land morefully and particularly described in the Schedule hereunder and since then was in possession by residing therein as sole and absolute owner thereof.

AND WHEREAS the said Upendranath Sarkar being not yet able to repay the Govt. Mortgage dues with interest and being desirous of make residential house elsewhere by disposing said land and structure as specifically described in the Schedule hereunder declare to sale the same subject to mortgage to the present owners herein who agreed to take up the mortgage loan for repayment and offered for purchase at a total consideration of Rs. 6,000/- being the then highest market value.

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AND WHEREAS that Upendra Nath Sarkar being agreed to the proposal of the father of the present owners namely Nirmal Chandra Maitra sold and transferred the demarcated portion of land morefully described in the Schedule hereunder by virtue of a registered Deed of Sale dated 7th June, 1962 which was registered in the office of Sub-Registrar Alipore Sadar and recorded in Book No. 1, Volume No. 70, Pages from 245 to 250 being Deed No. 4777 for the year 1962 and had been in possession the same free from all encumbrances and charges;

AND WHEREAS the said Nirmal Chandra Maitra died intestate on 12.10.2010 leaving behind his wife Prava Mitra and four sons namely Manas Maitra, Tapas Maitra, Nimesh Maitra and Biplab Maitra (predeceased) as his only legal heirs who inherited the said property in 1/4th share each left by said Nirmal Chandra Maitra since deceased as per Hindu Succession Act, 1956;

AND WHEREAS subsequently on 28.11.2018 Prava Maitra died intestate leaving behind only three sons namely Manas Maitra, Tapas Maitra and Nimesh Maitra as her only legal heirs who inherited the said property in 1/3rd share each left by said Prava Maitra since deceased as per Hindu Succession Act, 1956;

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AND WHEREAS the present owners namely Manas Maitra, Tapas Maitra and Nimesh Maitra did not recorded their name either in the record of Kolkata Municipal Corporation as well as in the record of B.L. & L.R.O. Office till the date of this Agreement.

AND WHEREAS while in joint possession in ejmali Manas Maitra, Tapas Maitra and Nimesh Maitra who are desirous of developing the aforesaid property and was looking for the expert in the this field having through knowledge of construction of the building and development of the said property.

AND WHEREAS the present owner of First part being desirous to develop their aforesaid property under present situation and based on the available documents lying with them proposed;

AND WHEREAS save and except the owners herein no other persons have any right, title, interest and possession of the said property;

AND WHEREAS the owners herein are seized and possessed of or otherwise well and sufficiently entitled to deal with the said property described in the *Schedule-'A'* hereunder written;

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AND WHEREAS the said property is more fully and particularly described in the *Schedule 'A'* hereunder written stands free from all encumbrances, lien, mortgages, leases and dispendens whatsoever;

AND WHEREAS the Developer herein is a well known and reputed builder who has long experience in dealing with real estate property development and with an intention of developing the said property more fully and particularly described in the *Schedule 'A'* hereunder written, the Owners herein have approached the present Developer and requested them to promote and or develop the said property more fully described in the *Schedule 'A'* hereunder written by way of demolition of the existing building and structures and by ways of construction of a G+3 building thereon in accordance with the Building Plan to be sanctioned by the building department of the Kolkata Municipal Corporation. The Developer herein having perused all the documents of title of the OWNERS herein and having been satisfied about the title of the owners have accepted the proposal of the Owners to develop the said property and it has been agreed by and between the Owners i.e. party of the ONE PART and the Developer i.e. the party of the OTHER PART that they will develop

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and/or cause to be developed the property more fully described in the *Schedule-'A'* hereunder written on the terms and conditions herein after contained;

NOW THIS AGREEMENT WITNESSETH as follows :-

ARTICLE I. INTERPRETATION CLAUSE

- a) **OWNERS** shall mean (1) **SRI MANAS MAITRA**, (PAN - AGEPM5176F), (Mobile No. 9968426870), son of late Nirmal Chandra Moitra, by faith- Hindu, by occupation- Service, by nationality- Indian, residing at 5/4, Kailash Ghosh Road, Police Station- Haridevpur, Kolkata- 700008, (2) **SRI TAPAS MAITRA**, (PAN - AENPM3020M), (Mobile No. 900775376), son of late Nirmal Chandra Moitra, by faith- Hindu, by occupation- Service, by nationality- Indian, residing at 5/4, Kailash Ghosh Road, Police Station- Haridevpur, Kolkata- 700008 (3) **SRI NIMESH MAITRA**, (PAN - FGEPm2821J), (Mobile No. 9811435361), son of late Nirmal Chandra Moitra, by faith- Hindu, by occupation- Service, by nationality- Indian, residing at 5/4, Kailash Ghosh Road, Police Station- Haridevpur, Kolkata- 700008 and each of their respective legal heirs,

R R DEVELOPERS

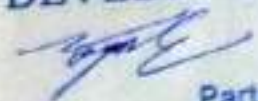


Partners

successors, executors, administrators, legal representatives, nominees and or assigns.

- b) **DEVELOPER** shall mean **R. R. DEVELOPERS.** (PAN- AASFR0735R), a registered Partnership Firm having its registered office at 1/1, Kailash Ghosh Road, Parama Abasan, House No. 79, Post Office- Barisha, Police Station- Haridevpur, Kolkata- 700008, represented by its Partners namely- (1) **NARAYAN CHANDRA SEN**, (PAN- AVEPS4497A), (Mobile No. 9831100669), son of Ramendra Mohan Sen, by faith- Hindu, by occupation- Business, by nationality- Indian, and (2) **SMT. ANJANA SEN**, (PAN- CSFPS5884M), (Mobile No. 9836653629), wife of Narayan Sen, by faith- Hindu, by occupation- Business, by nationality- Indian, both are residing at 1/1, Kailash Ghosh Road, Parama Abasan, House No. 79, Post Office- Barisha, Police Station- Haridevpur, Kolkata- 700008, District of South 24-Parganas, and its legal heirs, successors, executors, administrators, legal representatives, nominees and or assigns.
- c) **TITLE DEEDS** shall mean all deeds, documents, papers, writings and corporation papers regarding title of the owner.

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d) **THE SAID PROPERTY** shall mean all that piece and parcel of land measuring 3 (three) Cottahs 12 (twelve) Chittaks 0 sq. ft. more or less recorded as C.S. Dag No. 695, Khatian No. 227, of Mouza- Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, 12-16, within the limits of Kolkata Municipal Corporation being Premises No. 12, Kailash Ghosh Road, having Assessee No. 411230900120, under Ward No. 123, Police Station- Haridevpur, , Kolkata- 700008, District: South 24 Parganas which is more fully and particularly described in the *Schedule- 'A'* hereunder written.

e) **BUILDING** shall mean the G+3 storied building to be constructed on the said piece and parcel of land measuring in the *Schedule- 'A'* hereunder written in accordance with the building plan or revised building plan thereon to be sanctioned by the Building Department of K.M.C.

f) **COMMON FACILITIES AND COMMON AMENITIES** : shall mean and include corridors, staircase, passage, landing, paths, driveways, service room, drain, septic tank, overhead tank, underground water reservoir, ground room, water pump,

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garbage dump, pump cum electric meter room cum generator room, cable and telephone wiring, permanent electric connection and boundary walls, roof of the building, columns of the building, outer walls of the building, electric wiring in the common areas and other spaces and facilities along with the liberties, privileges and easement right, attached thereto which may be mutually agreed upon by and between the parties hereto.

g) **SALEABLE SPACE** shall mean the space in the building available for independent use and occupation after making due provisions for common facilities and the space required, therefore and providing for the space of the owners.

h) **OWNERS' ALLOCATION** shall mean on completion of the proposed G+III storied building all Owners herein shall be entitled to get in the manner as follows :-

- a. The Owners herein of the First Part shall be allotted three nos. 2BHK flats of measuring 718 sq. ft. super built up area (on First Floor, Second Floor and Third Floor each)

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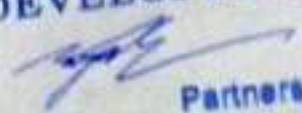
Partners

along with two numbers shop measuring 100 sq. ft. carpet area each with 2No. power point, 2 light point, one fan point with shatter and one car parking space measuring 100 sq. ft. carpet area on the Ground floor of the newly constructed G+III storied building thereon. Drawing rooms of each flat shall be decorated with one washing machine point along with 4' ft. height tap water system with drainway facility..

b. And the Owners shall be paid Rs. 5,00,000/- as one time non-refundable advance at the time of signing of Registered Development Agreement and power of Attorney with the Developers.

i) **DEVELOPER'S ALLOCATION** : shall mean remaining portion of the constructed area as per sanction plan of the Kolkata Municipal Corporation of the aforesaid premises save and except the owners allocation as mentioned herein above.

j) **ARCHITECT** : shall mean such person/s with requisite qualification who will be appointed by the developer for designing and planning of the new building.

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k) **BUILDING PLAN** : shall mean plan or plans or revised plans prepared by the Architect for the construction of the building and to be sanctioned by the K.M.C.

l) **TRANSFER** : shall mean with its grammatical variation and shall include transfer of title and possession upon execution and registration of proper transfer deed of immovable property under Section 54 of T.P. Act, 1882 and also shall mean and include any person or persons, firm, company association of person to whom any salable space of the building has been transferred as purchasers under law.

m) **TIME** : shall mean the time when construction shall be completed in all respect positively should be ready for possession within 24 (twenty four) months from the date of execution and registration of Joint Venture Agreement and Power of Attorney and/or from the date of handing over peaceful vacant khas possession of the said property which ever is later.

n) **ADVOCATE** : shall mean the Advocate to be appointed by the Developer, who will cause the all deeds, agreements, searching

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and other legal documents at the cost of Developer as well as at the cost of Intending Purchaser/s.

- o) **WORDS** : shall mean words importing singular shall include plural and vice versa and the words importing masculine gender shall include feminine and vice versa and neutral gender shall included masculine and feminine gender.
- p) **FORCE MAJEURE** : shall mean earth-quake, riot, war, storm, natural calamity, strike, civil commotion, tempest and non-availability of essential materials.
- q) **COMMENCEMENT** : shall mean that this agreement shall be deemed to have commenced with effect from the date of execution hereof.

DECLARATION OF THE OWNER'S TITLE

ARTICLE : 2

- 2.1. THE OWNERS are the absolute owners of the said property more fully described in the *Schedule-'A'* hereunder written.
- 2.2. The said property more fully described in the *Schedule-'A'* hereto stands free from all encumbrances, lien, mortgage, leases and lispensens whatsoever.

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- 2.3. THE OWNERS have been in khas possession of the said property.
- 2.4. The Owners are seized and possessed of or otherwise well and sufficiently entitled to deal with the said property in any manner they like.
- 2.5. There is no legal impediment for the Owners to enter into the promotional agreement with the Developer with regard to the development of the said property more fully described in the *Schedule-'A'* hereto.
- 2.6. The said property has not been acquired or requisitioned by the Sate Government, Central Government, KMDA, Govt. Company, Metro Railways, etc for any purpose whatsoever, as on date.
- 2.7. The said property is not vested or attached under the Urban Land (Ceiling and Regulations) Act, 1976.
- 2.8. The Owners herein will co-operate with the Developer in all matters in respect of the development of the said property by way of construction of a G+III storied building thereon.

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THE PARTIES AGREE WITH EACH OTHER AS FOLLOWS :-**ARTICLE : 3**

- 3.1. The Developer of the other part herein has surveyed the land described in the *Schedule-'A'* hereto and has found demarcated land measuring 3 (three) Cottahs 12 (twelve) Chittaks 0 sq. ft. more or less recorded as C.S. Dag No. 695, Khatian No. 227, of Mouza- Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, 12-16, within the limits of Kolkata Municipal Corporation being Premises No. 12, Kailash Ghosh Road, having Assessee No. 411230900120, under Ward No. 123, Police Station- Haridevpur, , Kolkata- 700008, District: South 24 Parganas.
- 3.2. The Owners herein after giving inspection of all their title deeds, to the Developer and have handed over and/or deliver the photo copies of the said registered conveyed/ Kobala hereinbefore mentioned, to the Developer of the Other Part herein.
- 3.3. The Developer of the other part herein undertakes to get the soil of the said property tested by the prescribed authority at its own cost.

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- 3.4. The Developer herein will appoint its architect or LBS for preparation of building plans of the G+III storied building on the said land and for supervisions of the construction works. All costs thereof will be borne by the Developer.
- 3.5. After preparation of the building plan's by the Architect at the costs of the Developer herein, the building plans will be approved and signed by their constituted Attorney who will also sign other papers to be produced before the building department of the KMC for sanction of the building plans within three months from the date of execution hereof.
- 3.6. All fees and charges payable to the KMC for sanction of the building plan, water connection plan shall be borne by the Developer of the other part herein. Save and excepts the expenditure on account of Municipal Tax and B.L.R.O. mutation upto the date of handing over the vacant possession to developer.
- 3.7. The Owners shall deliver vacant possession of the said property to the Developer. The copy of the sanctioned building plans will

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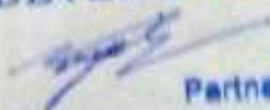
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be supplied to the Owners by the Developer. After taking delivery of possession of the said property described in the *Schedule 'A'* hereto, the Developer of the Other Part herein shall pay all rates and taxes of the KMC upto the date of delivery of possession of the Owners' Allocation to the owners of the one part herein.

3.8. The Owners in their own allocation will get the Owners' Allocation as more fully and particularly described in the *Schedule 'B'* hereunder written, out of the total F.A.R. in the proposed G+3 storied building with proportionate share in the undivided and impartible land and common right, enjoyments and facilities in the common properties, including the roof/terrace on the roof of the building.

3.9. After deducting the Owners' Allocation, the entire remaining part in the said building along with the proportionate share in the undivided land common rights, facilities etc morefully described in the *Schedule 'C'* hereto shall be allocated to the Developer.

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- 3.10. The construction of the proposed building shall be completed within 24 (twenty four) months from the date of execution and registration of Joint Venture Agreement and Power of Attorney or within 30 (thirty) months from the date of Notarized Joint Venture Agreement, the Owners shall deliver vacant possession of the said property to the Developer of the other part.
- 3.11. After obtaining sanctioned building plan, the Developer of the other part shall handover photo copy of the sanctioned building plan to the Owners of the other part herein. The Owners of the one part on receipt of the photo copy of the sanctioned building plans, shall deliver vacant possession of the said property more fully described in the *Schedule-'A'* hereto to the Developer of the other part.
- 3.12. After completion of the proposed building accordingly, as per sanction plan aforesaid from the Kolkata Municipal Corporation, if other place of this agreement further obtain any sanction beyond G+III floors level in that case Owners are not entitled to claim enhanced area due to change of amalgamation of adjacent land if any.

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THE DEVELOPER'S RIGHT OF EXPLOITATION

ARTICLE - 4

- 4.1. The Owners have granted exclusive right to the Developer to build the said G+3 storied building including car parking space at their own expenses, cost and funds in accordance with the sanctioned plan of the KMC. The Owners have also granted to the Developer the right to develop the said property, to obtain the sanction building plan from the said KMC, to sell at their absolute discretion, the Developer's allocation more fully described in the *Schedule-'C'* hereto together with proportionate share in the undivided and impartible land and the common rights, enjoyments and facilities in the common property to the intending purchasers being nominees of the Developer under "own your own apartment scheme" and to obtain necessary advance from them on such terms and conditions as the Developer may deem fit and proper.
- 4.2. The Owners of the One Part herein shall have no financial liability whatsoever for such advance to be obtained by the Developer/Promoter and the intending purchasers being nominees of the Developer/Promoter shall have no claim and demand whatsoever against the Owners herein for the sums/

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advances paid to the Developer/Promoter of the other part herein.

4.3. The Developer/Promoter shall have no right to deal with Owners' Allocation described in the *Schedule-'B'* hereunder written and after obtaining the sanction plan the Developer/ other part demarcated the owners area/portion by delineating in RED colour.

4.4. The scope of work of the Developer/Promoter shall be as follows:-

4.4.1. The Developer/Promoter shall at their own cost by procuring finance from intending purchasers/buyers/transferees of flats/space under its allocation more fully described in the *Schedule-'C'* hereto, as aforesaid, complete construction, in all respect in accordance with the plans to be sanctioned by the KMC in respect of the said G+III storied building on the said property together with demarcated built-up space inclusive of common areas such as staircase landings, passages etc and also provide therein all necessary facilities in order to make the premises habitable, tenantable and suitable for residential

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purposes namely water, electricity and other amenities as per specification mentioned in the *Schedule-'D'* hereto which have been approved by the parties. However the owner shall not be held responsible in anyway for such financial liabilities.

4.4.2. Owners of the one part herein hereby grant and provide the exclusive right to the Developer/Promoter to build, construct, erect and complete the said G+III storied building by entering into agreements for sale of their saleable areas and/or transfer their allocated flats, spaces and car parking spaces to be constructed in accordance with the plans to be sanctioned in the name of the owner by the KMC. In consideration of the above, the Developer/Promoter shall be entitled to enter into agreements for sale with the intending purchasers and receive part or full price in respect thereof and the Owners hereby have given consent to the Developer/Promoter for entering into such agreements in respect of the Developer's/ Promoter's allocation more fully described in the *Schedule-'C'* hereto.

4.4.3. The Developer/Promoter shall also make arrangement of construction of water reservoir on the ground level and

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water storage tanks (commonly known as overhead tanks) on the roof terrace of the buildings in accordance with the sanctioned building plans of the KMC. The supply line of drinking water will be taken from the department, KMC.

4.4.4. The Developer/Promoter shall do all other work as will be necessary for completion of the said G+3 storied building and shall make premises habitable and tenantable in all respect and make the flats fit for occupation by the Owners herein and/or transferees from the Owners' of the one part.

4.4.5. The Developer/Promoter shall be responsible for all their workmen or all outgoings in connection therewith their wages and any compensation payable for any accident or otherwise. It is clarified that the Developer/Promoter shall ensure that all the workmen working in the said proposed project will be remove from the Owners' allocated flats, sides and spaces on completion of the construction for the building in order that vacant possession of the Owners allocated flats will be delivered by the Developer.

4.4.6. The Developer do hereby undertake to indemnify the Owners against any claim arising out of such contingencies.

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4.4.7. Prior to the sanction of the building plan, the Owners herein shall allow the Developer to do the following acts : -

- a) Soil testing.
- b) Raising boundary walls and posting guards.
- c) Affixing Developer sign board on the work site.
- d) To make the measurement of the said property by the Surveyor.

OWNERS' OBLIGATIONS

ARTICLE - 6

The Owners shall grant a General Power of Attorney (Development) in favour of the Developer to facilitate the construction of the proposed building in accordance with the sanctioned building plan and for execution and registration of conveyances in favour of the Developer's nominated intending purchasers in respect of the Developer's/ Promoter's allocated flats. The said General Power of Attorney (Development) shall relate to submitting and obtaining sanction of building plans from the appropriate authority for constructing G+3

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storied building and for entering into an agreement for sale of flat with proportionate share of land with the intending purchasers upon which the buildings are to be constructed and shall take appropriate steps for executing sale deeds in favour of the intending purchasers in respect of the flat with proportionate share in the land. The constituted Attorney shall be empowered to execute agreements for sale and Sale Deed in favour of the intending purchasers in respect of proportionate share in the undivided land and flats within the Developer's/ Promoter's allocation in the name of the Owners as confirming party.

The Owners/Landlords hereby agreed and covenant with the Developer herein to take financial assistance from any Nationalize Bank and Private Bank at risk and liability of the Developer by creating charge of the Owner's title Deed and other relevant documents with the Bank or any Financial Institution/ Authorities without Owners' liability in the said property. In the event of non-payment of loan amount by the Developer, the Owner shall not be responsible/liable to repay the said project loan in any manner and whatsoever. Be it mentioned here on completion of project the said General Power of Attorney (Development) shall be revoked by the Owners only.

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DEVELOPER'S/PROMOTER'S RIGHTS

ARTICLE - 7

7.1. The Owners hereby grant subject to what have been herein before and hereinafter provided the exclusive right to Developer to build, construct, erect and complete the buildings on the said property comprising of various sizes of flats/car parking space and to make agreement and/or transfer and to make agreement in respect of the Developer's allocation of flats car parking space to the intending purchasers for residential and commercial purpose.

7.2. All obligations, plans and other papers and documents in connecting with the development of the said property and in consideration of the building on the said property, shall be prepared by the Developer/Promoter at their own costs by virtue of the registered Power of Attorney as mentioned herein before and submitted by or in the names of the Owners and the Developer/Promoter shall pay and bear all costs, other fees, charges, expenses including Architect's fees required to be paid or deposited for sanction of the buildings plans or otherwise to

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obtain sanction for construction of the buildings on the said property.

7.3. The Developer/Promoter shall render the Owners all reasonable assistance to apply for and/or to obtain all permission, clearance and approvals in terms thereof and shall have the discretion to submit the applications, plans and other papers and documents and/or do any other acts, deeds, matters and things envisaged as agents for and on behalf of or in the names and with the consent of the Owners and to directly collect and receive the same from the concerned authorities or bodies for which purpose the owners shall grant the Developer/ Promoter and their nominees or successors necessary power and authorities to sign make, file, amend, withdrawn and/or follow up the same and/or to do all others acts, deeds, matters and things, necessary to obtain requisite sanctions, permits, clearance and approvals aforesaid.

7.4. After obtaining sanction plans, the Developer shall be allowed by the owners in writing to have the constructive possession of the said property with a view to achieve the purpose and

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objectives envisaged herein subject to approval of the building plan from the K.M.C.

- 7.5. The Developer at the same time shall start to pay monthly shifting charges of Rs. 5000/- to Owners from the date and month of shifting from their demanded property more fully described in the *Schedule* hereunder.
- 7.6. The Developer/Promoter by virtue of the said General Power of Attorney as mentioned herein before, shall exclusively be entitled to receive, realize and appropriate the sale-proceeds and/or the construction costs with regard to the Developer's/Promoter's allocation which the Developer/Promoter becomes entitled to receive from the intending purchaser's of flats, car parking spaces and other saleable spaces in the buildings except the portion of the Owners' allocated flats and spaces.
- 7.7. That owners shall be liable to pay extra cost at prevailing market rate in the event for the excess area than as has been allotted as owners allocation, if found on physical measurement in respect allocated flat on completion of the building at the time of handing over the possession of flat/units/garage/shops

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to the owners and vice versa the Developer shall also pay per sq. ft. at the prevailing market rate to the owners for less super built up area of the flat, units and space if found on physical measurement.

POSSESSION

ARTICLE - 8

- 1) The Owners shall give quiet, peaceful and unencumbered possession of the said property to the Developer simultaneously with the execution of this agreement enabling the Developer to survey the entire property and for making soil testing and preparation of the proposed building plan.
- 2) The Developer/Promoter shall complete construction of the building positively within 24 (twenty four) months from the date of sanction of the shall hand over the owners' allocation by the Developer/Promoter with the arrangements and other accessories as per specification given detail in *Schedule-'C'* hereunder written.
- 3) The Developer shall on completion of the new building put the owner in undisputed possession of the owners' allocation

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together with all rights in common to the common portion thereof along with particulars of Owners' allocation.

- 4) The Developer/Promoter shall be exclusively entitled to the Developer's allocation in the new building with exclusive right to transfer or otherwise deal with or dispose of without any right, title, claim or interest therein whatsoever with or disturb the quiet and peaceful possession of the Developer's allocation. The owners shall only transfer by way of proper Deed of Conveyance/s either in favour of the Developer or in favour of the nominee/s of the Developer, the undivided impartible share of the land excepting the proportionate share of land of the owners.
- 5) In so far as necessary all dealing by the Developer in respect of the new building shall be in the names of the owners for which purpose the Owners undertake to give the Developer an irrevocable General Power of Attorney (Development) in a form and manner reasonably required by the Developer. It being understood, however, that such dealings shall not in any manner fasten or create any financial or legal liabilities upon the Owners nor there shall be any clause inconsistent with or against the terms mentioned in this agreement. The

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Owners shall be debarred from revoking rescinding the Development Agreement and as well as the General Power of Attorney (Development).

- 6) That the Owners shall execute the Deed of Conveyance in favour of the Developer/Promoter or his nominee/s in respect of such part/s of the new building as falling under Developer's allocation as shall be required by the Developer and all costs and all expenses on that behalf will be borne and paid by the Developer.

COMMON FACILITIES

ARTICLE - 9

- 1) The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the said building accruing due as and from the date of handing over vacant possession of the said property by the Owners to the Developer.
- 2) As soon as the new building shall be completed within the time hereinbefore mentioned, the Developer/Promoter shall give written notice to the Owners for taking over possession of their allocation in the building and there being no dispute regarding the completion of the building in terms of the agreement and

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according to the specification and plan thereof and thereafter the owners shall be exclusively responsible for payment of all Municipal and property taxes, rates duties and other public outgoings and imposition whatsoever hereinafter for the same of brevity referred to as the said rates payable in respect of the Owners Allocation, the said rates to be apportioned pro rata with reference to the saleable space in the building, if they are levied on the building as a whole.

- 3) Any transfer of any part of the Owners' Allocation in the new building shall be subject to the provisions hereof and the transferee shall, thereafter, be responsible in respect of the space transferred for payment of the said rate and service charges for the common facilities.
- 4) The Owners shall not do any act, deed or thing whereby the Developer/Promoter shall be prevented from construction completion of the said building.

RESTRICTIVE CLAUSES

ARTICLE - 10

- 8.1. The Owners and the Developer/Promoter including their transferees shall not use coke coal for cooking purpose in the Flat.

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- 8.2. The Owners and the Developer/Promoter including their transferees shall not store combustible articles in the flats.
- 8.3. The Owners and the Developer/Promoter including the Developer/ Promoter transferees shall not make any structural changes of the flats without the sanction of the K.M.C.
- 8.4. The Owners and the Developer/Promoter including the transferees shall not make noise pollution in the buildings nor shall they create any nuisance and annoyance detrimental to the comfort of other flat owners.
- 8.5. The Owners and the Developer/Promoter including the transferees shall not create any obstruction on the common areas to prevent free users thereof by the other flat owners.
- 8.6. The apartment buildings shall be used for residential and commercial purpose.

DEVELOPER'S OBLIGATION

ARTICLE - 11

The Developer/Promoter hereby agrees and covenants with the Owners:-

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- 1) The Developer/Promoter shall complete the construction of the new building within 24 (twenty four) months positively from the date of getting peaceful vacant khas possession of the property from the Owners and/or from the date of getting plan sanctioned from the Kolkata Municipal Corporation whichever is later, the time of completion of the building shall be strictly observed. The period of construction will be extended, if there is any force majeure, natural calamity or situation beyond the control of the Developer.
- 2) The Developer/Promoter shall not violate or contravene any of the provisions or rules applicable for construction of the building.
- 3) The Developer/Promoter shall demolish the present existing structure standing upon the said property out of its own accord and shall utilize the debris and salvages as per their sweet will and desire.
- 4) That the Developer/Promoter shall get the property mutated in the record of the Kolkata Municipal Corporation and B.L.R.O.

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and also necessary rectification in respect of land area on such mutation if required the Developer/Promoter shall have right to amalgamate adjacent plots, if any, at its own cost and responsibility.

DEVELOPER'S INDEMNITY

ARTICLE - 12

- 1) The Developer/Promoter hereby undertakes to keep the Owners indemnified against all third party's claims and actions arising out of any sort of act of commission of the Developer in or in relating to the construction of the said new building strictly in terms of the plan to be sanctioned by the K.M.C. on that behalf.
- 2) The Developer/Promoter hereby undertakes to keep the Owners indemnify against all action suits, costs, proceedings and claims that may arise out the Developer's allocation with regard to the development of the said premises and/or in the matter of construction of the building and/or any defect therein.

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MISCELLANEOUS DECLARATION

ARTICLE - 13

- 9.1. The Owners and the Developer/Promoter have entitled into this promotional agreement purely on a principal to principal basis and nothing stated herein shall be deemed to construe a partnership between the Owners and the Developer between them nor shall they in any manner constitute an association of persons. Each party shall keep the other party indemnified from and against the same.
- 9.2. The Owners and the Developer/Promoter as the case may be, shall not be considered to be in breach of any obligations hereunder to the extent that the performance of the relative obligation is prevented by the existence of A 'Force Majeure' with a view that the obligations of the party affected by the 'Force Majeure' shall be suspended for the duration of the 'Force Majeure'.
- 9.3. 'Force Majeure' shall mean flood, earthquake, storm, tempest, war, civil commotion, strike and other act of omission beyond

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the control of the party affected thereby and non availability of construction materials like cement, steel, stone hips, sand, etc.

- 9.4. Upon completion of the building and upon taking delivery of possession of the Owners' Allocation, the Owners shall at the request of the Developer/Promoter execute appropriate transfer deed/conveyance of the land and declaration of the ownership of the Developer in respect of the undivided proportionate parts of it pertaining to demarcated built-up space/demarcated flats, car parking space and/or other spaces in favour of the Developer and/or their nominated transferees. The stamp duty, transfer charges including registration fees and other miscellaneous expenses payable for such transfers shall be borne by the transferees of the Developer/Promoter.
- 9.5. As and from the date of completion of building the Developer/Promoter and/or its nominated transferees and the Owners and/or their nominated transferees shall be liable to pay and bear proportional charges an account of Municipal Tax, Wealth Tax, Water Tax, land revenue and other taxes and all charges and impositions payable in respect of their spaces.

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- 9.6. Nothing in these presents shall be construed as a demise or assignment or conveyance in land by the owners of the '*said property*' or any part thereof to the developer or as creating any title and interest in respect thereof in the developer other than an exclusive right to exploit the same in terms thereof provided however the developer shall be entitled to borrow money from any bank or banks against the Developer's allocation only without creating any financial liability upon the owners by effecting the *Schedule-'A'* property and the owners shall not be encumbered and/or be liable for payment of any loan or dues of such bank or banks and for that purpose the developer shall keep the owner's indemnified against all action/s suit/s proceeding/s and costs charges and expenses in respect thereof.
- 9.7. It was settled by and between the parties that Owners/First Parties agreed that the rectification in respect of area of land and conversion in the B.L.R.O. record in respect of the aforesaid premises is still pending and which will be done by the Developer at his cost, initially for which the entire cost of the same and payment of arrear tax on this account upto the date shall be borne by owners either in form of money or to be

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adjusted with the advance paid by the Developer to owners or with owner's allocation of sanction F.A.R before handing over the Flat/or unit to owner after completion of building. It was also settled Developer shall undertake the searching of the aforesaid property through its appointed lawyers and during searching if any defect in title of the property is found in that event the Developer/Second Party shall not bound to register the Development Agreement as Power of Attorney. After regularization of pending work in respect of the property for mutation with the concern of all the offices like B.L.R.O. and Kolkata Municipal Corporation and in any other offices the final Development Agreement shall be drafted and to be handed over to the Owners for their approval.

- 9.8. Be it mentioned here if proposed building is constructed into G+3 storied building after obtaining revised plan from KMC in that event owners shall be entitled to one 2BHK flat on the top floor.
- 9.9. That the Owners/Landlords/First Parties shall co-operate the Developer/Second Party as and when it will be required to carry out the construction work over the *Schedule-'A'* property.

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JOINT OBLIGATION

ARTICLE - 14

- 1) The Developer/Promoter shall develop and construct G+III storied building on the said land as per corporation rules after utilizing the available F.A.R. as per present rules in vogue.
- 2) The Owners will lead their names and signatures in all papers, plans, documents and deeds those may come on the way of the Developer for successful implementation of the project since the project will be developed in the owners' names and under the Owners' Allocation.
- 3) The Owners will forward to the Developer, the original Title Deed/s of the land on execution of the agreement for development record and reference against the written acknowledgement from the Developer and acknowledgement receipts of the same. The Developer shall return all original title deed/s of the property to the flat owners association for its preservation at or after handing over possession to the all intending buyers.

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SCHEDULE-'A' ABOVE REFERRED TO:*(Description of the Entire property)*

ALL THAT piece and parcel of land measuring 3 (three) Cottahs 12 (twelve) Chittaks 0 sq. ft. more or less recorded as C.S. Dag No. 695, Khatian No. 227, of Mouza- Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, 12-16, within the limits of Kolkata Municipal Corporation being Premises No. 12, Kailash Ghosh Road, having Assessee No. 411230900120, under Ward No. 123, Police Station- Haridevpur. , Kolkata- 700008, District: South 24 Parganas, together with all right, title, interest and right of easement attached hereto, which is butted and bounded as follows :-

On the NORTH : By K.M.C. Road;
 On the SOUTH : By 174, Kailash Ghosh Road;
 On the EAST : By 30/37, Kailash Ghosh Road;
 On the WEST : By K.M.C. Road (Kailash Ghosh Road);

SCHEDULE-'B' ABOVE REFERRED TO:*(Description of the Owners' Allocation)*

THAT the Owners allocation shall mean on completion of the proposed G+3 storied building all Owners herein shall be entitled to get in the manner as follows :-

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a. The Owners herein of the First Part shall be allotted three nos. flats of measuring 718 sq. ft. super built up area (on First Floor, Second Floor and Third Floor each) along with two numbers shop measuring 100 sq. ft. carpet area each and one car parking space measuring 100 sq. ft. carpet area on the Ground floor of the newly constructed G+III storied building thereon.

b. And the Owners shall be paid Rs. 5,00,000/- as one time non-refundable advance at the time of signing of Registered Development Agreement and power of Attorney with the Developers as follows:-

i. Rs. 1,50,000/- (Rupees One lakhs fifty thousand) only has already been paid by the Developer.

ii. Balance consideration of Rs. 3,50,000/- (Rupees Three lakhs fifty thousand) only will be paid by the Developer to the owners at the time of handing over the possession of their vacant Land or on the date of registration of this Agreement.

TOGETHER WITH undivided proportionate share of land and land underneath the building, together with all easement right thereto

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