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Additional Registrar of Assurances-II
Kolkata

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Additional Registrar
of Assurances II Kolkata

14 JUN 2023

JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT is made on this the 3rd day of
June, Two Thousand Twenty Three, (2023)

BETWEEN

ASQUARE PROPERTIES (A2) (PAN ABTFA5102H), a partnership firm, having its registered office at 147, Green Park, PO- Narendrapur, PS- Narendrapur, Kolkata 700103, District- South 24 Parganas, duly represented by its Partners, namely 1) **Shri Ashoke Kumar Pan (Aadhaar- 4684 4215 2971)(PAN- AEHPP7363Q)** son of Late Bijan Behari Pan, By Faith- Hindu, Aged about 67, By Occupation- Business, By Nationality- Indian 2) **Shri Arani Pan (Aadhaar - 9279 2452 1791)(PAN- AYJPP1385J)** Son of Ashoke Kumar Pan, by Faith- Hindu, Aged about 32, By Occupation- Service, By Nationality- Indian *represented by his constituted attorney* **Shri Ashoke Kumar Pan (Aadhaar- 4684 4215 2971)(PAN- AEHPP7363Q)** son of Late Bijan Behari Pan, By Faith- Hindu, Aged about 67, By Occupation- Business, By Nationality- Indian & 3) **Smt Mahua Pan (Aadhaar- 3799 9229 2036)(PAN- AETPC9336G)**, Daughter of Ramendra Nath Chattopadhyay, By Faith- Hindu, By Occupation- Business, Aged about 63, By Nationality- Indian, ALL RESIDING at FD-99, Salt Lake, Sector 3, Bidhannagar(South), PO- IB Market, PS- South Bidhannagar, District- North 24 Parganas, Kolkata 700106, hereinafter referred to as the **'LANDOWNERS'** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns) of the **ONE PART.**

AND

(PAN ABCFP6114H)

PURPLE BUILDERS a partnership firm Having its office at 147, Green Park, Ground Floor, Narendrapur, Post office - Narendrapur, and Police station - Narendrapur, Kolkata- 700103, represented by its partners namely(1) **SHRI RAJARSHI SAHA(Aadhaar- 8883 9144 0659, PAN AJYPS3434K)** son of Sudhir Kumar Saha, by faith- Hindu, By Occupation- Retired, By Nationality- Indian, residing at 204, Green Park, Narendrapur, PO- Narendrapur, PS- Narendrapur, Kolkata 700103, District- South 24 Parganas, hereinafter referred to as the

Amrita

first partner, (2) **SMT MAHUA PAN (Aadhaar- 3799 9229 2036 PAN-AETPC9336G)**, wife of Ashoke Kumar Pan, By faith- Hindu, By Occupation- Business, By Nationality- Indian, residing at FD-99, Salt Lake, Sector 3, PO- Bidhannagar IB Market, PS- Bidhannagar(South), District- North 24 Parganas, Kolkata- 700106 called as the second partner, (3) **SMT PIYALI MUKHERJEE (Aadhar- 7956 4775 6403 PAN AWWPM2341J)** wife of Ranjan Mukherjee, By Faith- Hindu, By Occupation- Business, By Nationality- Indian, residing at A-16, 'Priyadarshini Apartment', 396/9, Becharam Chatterjee Road, Behala, PO- Sarsuna, PS- Parnasree, Kolkata- 700061, District- South 24 Parganas called the third partner (4) **SMT RINA KHANRA (Aadhar 3390 6053 4826 PAN BCYPK9355D)** wife of Tapan Khanra, By Faith- Hindu, By Occupation- Business, By Nationality- Indian, residing at CA 233, Newtown, Road No 254, West Bengal, Kolkata - 700156 called the fourth partner (5) **SHRI IVAN SAHA (Aadhar 8068 5651 7119 PAN CDFPS9695M)** son of Rajarshi Saha, By Faith- Hindu, By Nationality- Indian, By Occupation - Business, residing at 204, Green Park, Narendrapur, PO- Narendrapur, PS- Narendrapur, Kolkata 700103, District- South 24 Parganas called the fifth partner and (6) **SHRI ASHOKE KUMAR PAN (Aadhaar- 4684 4215 2971 PAN-AEHPP7363Q)** son of Late Bijan Behari Pan, By Faith- Hindu, By Nationality - Indian, By Occupation- Business, residing at at FD-99, Salt Lake, Sector 3, PO- Bidhannagar IB Market, PS- Bidhannagar(South), District- North 24 Parganas, Kolkata- 700106 (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, successors, executors, administrators and legal representatives) West Bengal, hereinafter jointly called the **DEVELOPERS** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean

and include its heirs, executors, administrators, legal representatives, successor - in- office and/ or assigns) of the **OTHER PART**

Background, representation, warranties and covenants:

Representation and Warranties Regarding Title

The Landowners have made the following representation and given the following warranty to the Developers regarding title.

(a). The chain of title regarding total ownership of the present owners herein, are described below:

1. The present OWNERS/VENDORS herein are the absolute joint owners of a plot of land measuring about 3 Cottahs 8 Chittacks 17 Sq Ft more or less as per the physical measurement together with one Tile Shed measuring an area of about 120 Sq Ft more or less standing thereon and the entire property situated in Mouza- Kalikapur, JL No 20, RS No 2, Touzi No 3, 5 & 12, comprising in RS Dag No 365, under RS Khaitan No 169, corresponding to CS Dag No 306/313, under CS Khatian No 155, being Scheme Plot No 2 within the Kolkata Municipal Corporation Ward No 109 also known as the KMC, Premises No 292, Kalikapur, Assessee No 31-109-06-0292-9, PS- Purba Jadavpur, Kolkata 700099 more fully mentioned in the schedule below.
2. One Bholanath Barui indulged into a settlement in respect of a big plot of land measuring about 8.11 Chittaks more or less including the aforesaid property comprising in CS Dag No 306/313, under CS Khatian No 156 of Mouza- Kalikapur, JL No 20 by a registered Patta dated the 9th of September 1925.
3. While in peaceful possession in the said land in question the said Bholanath Barui died intestate leaving behind his two Sons namely Shri Khagendra Nath Barui and Minor Shri Sudhir

Chandra Barui who jointly inherited the total property left by the said Late Bholanath Barui.

4. By a registered Deed of Sale, which was registered in the Office of the District Registrar, Alipore and marked in Book No 1, Volume No 53, Pages 229 to 231, Deed No 2034 for the year 1936 the said property was sold to One Smt Pipula Mani(Dasi) Pramanick for a valuable consideration as mentioned therein.
5. Thereafter when the said minor son namely Shri Sudhir Chandra Barui became a Major in the eyes of law, he executed a registered Nadabi-Patra without any demand and claim in respect of his share of the said property in favor of the said Pipula Mani(Dasi) Pramanick and the said Deed of Nadabi-Patra was registered in the Office of the District Registrar, Alipore and was marked into Book No 1, Volume No 103, Pages 226 to 227, Deed No 6680 for the year 1952.
6. Thereafter a Revisional Settlement Operation was done by the Government of West Bengal in the year 1956 and the said Pipula Mani(Dasi)Pramanick then recorded her name in the RS Record of Right which was then published in the name of Smt Pipula Mani(Dasi)Pramanick in respect of the aforesaid land and property.
7. While in peaceful possession in the part of the said land and property she transferred her said property in favor of One Shri Santi Prasad Mitra, son of Late Nanda Lal Mitra of Bagnan, Howrah by a registered Deed of Sale dated the 14th of July 1975 in the Office of the District Registrar, Alipore and was marked in Book No 1, Volume No 163, Pages 78 to 84, Deed No 6617 for the year 1975 and also the other portion of land in favor of One Smt Latika Rani Basu Mallick, wife of Late Panchanan Basu Mallick of 20, New Road, Batra, Dasnagar, District- Howrah by a registered

- Deed of Sale dated the 14th of July 1975, registered in the Office of the District Registrar at Alipore and marked into Book No 1, Volume No 178, Pages 46 to 53, Deed No 6616 for the year 1975.
8. One Ajit Kumar Deb of 17B, Bapuji Nagar, PS- Jadavpur, Kolkata 700092, purchased the said property from Smt Latika Rani Basu Mallick dated the 21st of September 1984 via Two Deeds of Sale duly registered in the Office of the District Registrar, Alipore dated the 7th of December 1984 and marked into Book No 1, Deed No 14353 and 14354 for the year 1984.
 9. After purchase of the aforesaid land the said Ajit Kumar Deb had been peacefully enjoying the said property without any interruption and divided the said plot of land and subsequently sold most of the portions of the land in his lifetime.
 10. The said Ajit Kumar Deb died interstate on the 16th of December 1984 leaving behind his widow Smt Bithika Deb & three sons namely 1) Shri Pallab Kumar Deb 2) Shri Chandan Kumar Deb & Shri Anjan Kumar Deb & one daughter namely Smt Bula Deb who jointly inherited the rest of the property of the said deceased Ajit Kumar Deb as per the Hindu Succession Act, 1956.
 11. In the said Deed of Conveyance dated the 4th of April 1985 Shri Anjan Kumar Deb & Smt Bula Deb, one son and one daughter of Late Ajit Kumar Deb namely Anjan Kumar Deb & Bula Deb executed and registered a Power of Attorney dated the 28th of January 1985 in favor of their mother Smt Bithika Deb to sell their share of the said property and the said Power of Attorney was duly registered in the Office of the District Registrar, Alipore and was marked into Book No IV, Deed No 61 for the year 1985.
 12. By virtue of a Registered Deed of Sale dated the 4th of April 1985 which was registered in the Office of the Sub District Registrar,

Alipore and was marked into Book No 1, Volume No 77, Pages 496 to 506, Being No 4573 for the year 1985, the said owners namely Shri Pallab Kumar Deb, Shri Chandan Kumar Deb, Shri Anjan Kumar Deb & Smt Bula Deb through a Power of Attorney mentioned above and herself the said Smt Bithika Deb sold, transferred, assigned and conveyed measuring gross land area of 3 Cottahs 9 Chittacks 19 Sq Ft and the entire property is situated in Mouza- Kalikapur, JL No 20, RS No 2, Touzi No 3,5 & 12, Pargana- Khaspur, comprising in RS Dag No 365, under RS Khatian No 169, corresponding to CS Dag No 306/313, under CS Khatian No 155 being Scheme Plot No 2, within the Kolkata Municipal Corporation Ward No 103, in favor of the present OWNERS herein.

13. After purchase the present owners/vendors herein recorded their property in the record of the Kolkata Municipal Corporation Ward No 109 also known as KMC Premises No 292, Kalikapur, Assessee No 31-109-06-0292-79, PS- Purba Jadavpur, Kolkata 700099 and at present the actual net area of the said premises is 3 Cottahs 9 Chittacks and 19 Sq Ft more or less but at present the net land area of the said premises of 3 cottahs 8 chittacks 17 Sq ft more or less as per the present physical measurement as the area of 1 chittack 2 Sq Ft has been exhausted due to the encroachment of the neighboring plot holders and also the extension of adjacent road.
14. The owners/vendors therein have decided for absolute sale of their said homestead net land measuring an area of 3 cottahs 8 chittacks 17 Sq Ft more or less as per the present physical measurement together with One Tile Shed measuring an area of about 120 Sq Ft more or less erected by them and the said property is situated in Mouza- Kalikapur, JL No 20, Parganas- Khaspur presently South 24 Parganas, RS No 2, Touzi No 3,5 &

12, comprising in RS Dag No 365 under RS Khatian No 169, corresponding to CS Dag No 306/313, under CS Khatian No 155, being Scheme Plot No 2 within the Kolkata Municipal Corporation, Ward No 109, Premises No 292, Kalikapur, PS- Purba Jadavpur (formerly PS- Kasba), Kolkata 700099 hereinafter referred to as the ' SAID PROPERTY' as morefully mentioned in the schedule below.

15. Thereafter to sell the said property the owners/vendors therein entered into an agreement dated the 18th of October 2020 with the Confirming Party No 1 therein with certain terms and conditions as mentioned therein and it is noted that the Confirming Party No 2 therein is the possessor/occupier of the property for a long time and accordingly he is looking after the said property for more than the last 12 years.
16. Subsequently after deliberate discussions it has been decided that both the Confirming parties therein and the Vendors therein shall jointly sell the property in favor of a Third Party (Intending Purchaser) for a valuable consideration of which part of the consideration shall be received by the Confirming Parties as more fully mentioned hereinafter.
17. Thereafter the land owners therein became the the absolute joint owners of the said plot of net land measuring an area of 3 cottahs 8 chittacks 17 Sq Ft more or less as per the present physical measurement together with One Tile Shed measuring about 120 Sq Ft more or less and the said property is situated in Mouza- Kalikapur, JL No 20, Parganas- Khaspur, RS No 2, Touzi No 3,5 & 12, comprising in RS Dag No 365 under RS Khatian No 169, corresponding to CS Dag No 306/313, under CS Khatian No 155, being Scheme plot no 2 within the Kolkata Municipal Corporation, Ward No 109 Premises No 292, Kalikapur, PS- Purba Jadavpur (formerly PS- Kasba), Kolkata 700099 an the

vendors have been enjoying their said land and property without any hindrance and interruptions by anybody else.

18. Subsequently being in need of money the owners/vendors therein and the said confirming parties therein have decided for absolute sale of their homestead net land measuring an area of about 3 cottahs 8 chittacks and 17 Sq Ft more or less as per the present physical measurement together with One Tile Shed measuring about 120 Sq Ft more or less and the said property is situated in Mouza- Kalikapur, JL No 20, Parganas- Khaspur, RS No 2, Touzi No 3,5 & 12, comprising in RS Dag No 365 under RS Khatian No 169, corresponding to CS Dag No 306/313, under CS Khatian No 155, being Scheme plot no 2 within the Kolkata Municipal Corporation, Ward No 109 Premises No 292, Kalikapur, PS- Purba Jadavpur (formerly PS- Kasba), Kolkata 700099, hereinafter referred to as the 'SAID PROPERTY' as morefully mentioned in the schedule below and the present purchaser herein has also agreed to purchase the same which is free from all encumbrances from every aspect and a freehold one as declared by the vendors therein at or for the total consideration and a deed of conveyance was executed between the present Landowners and vendor therein being Tista Mitra, Surit Mitra, Tarit Mitra and Abhijit Mitra and the same was recorded ADSR, South 24 parganas, being NO.160400008 for the year 2021, Volume No160400008, Book No.1, Page NOs 563 To 617, in the year 2021.
19. Thereafter the present landowner become the absolute owners of the said land being ALL THAT piece and parcel of net land measuring an area about 3 cottahs 8 chittacks 17 Sq Ft more or less as per the present physical measurement together with One Tile Shed measuring about 120 Sq Ft more or less being the KMC Premises No 292, Kalikapur within the Kolkata Municipal

Corporation Ward No 109, PS- Purba Jadavpur, Kolkata 700099,
District- South 24 Parganas.

20. Subsequently, The Landowners Being No. 2 **Arani Pan** namely and Being No.3 namely **Mahua Pan** executed a registered power of attorney in favour of Landowner Being No. 1 namely Ashoke Kumar Pan who is the father of Landowner No.2 and husband of Landowner No. 3 which is recorded in the office of the D.S.R -IV, South 24 parganas, Book No. IV, Volume No, 1604-2021, Page No. 224-245, being No. 160400244, for the year 2020.

The total ownership of the present owners is morefully described in the "A" Schedule hereunder written.":

Sanction of Building Plan : The present Landowners namely obtained plan being **2022120416** from the concerned Kolkata Municipal Corporation which may be revised if required.

Desire of Development of the Land & Acceptance : The present Landowners, the said **partnership firm ASQUARE PROPERTIES (A2)**, express their desire to develop the aforesaid total amalgamated plot of land, by constructing multi storied building/s thereon, and the present Developers accepted the said proposal and the present Landowners have decided to enter into the present Development Agreement with the Developers herein for the land of the present owners, which is mentioned above and explicitly in the First Schedule hereunder written.

Registered Power of Attorney : For the smooth running of the said project, the present Landowners agreed to execute registered Power of Attorney, by which the present Landowners herein have appointed and nominated the said one of the partner namely **SHRI IVAN SAHA** son of Rajarshi Saha, By Faith- Hindu, By Nationality- Indian, By Occupation - Business, residing at 204, Green Park, Narendrapur, PO- Narendrapur, PS- Narendrapur, Kolkata 700103, District- South 24 Parganas of the developers firm and **SHRI**

ASHOKE KUMAR PAN son of Late Bijan Behari Pan, By Faith- Hindu, By Nationality – Indian, By Occupation- Business, residing at at FD-99, Salt Lake, Sector 3, PO- Bidhannagar IB Market, PS- Bidhannagar(South), District- North 24 Parganas, Kolkata- 700106 of the landowner herein, as their Constituted Attorneys.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows :-

1. **ARTICLE -1: DEFINITIONS**

1.1. **LAND OWNERS:** Shall mean **ASQUARE PROPERTIES (A2) (PAN ABTFA5102H)**, a partnership firm, having its registered office at 147, Green Park, PO- Narendrapur, PS- Narendrapur, Kolkata 700103, District- South 24 Parganas, duly represented by its Partners, namely 1) **Shri Ashoke Kumar Pan (Aadhaar- 4684 4215 2971)(PAN- AEHPP7363Q)** son of Late Bijan Behari Pan, By Faith- Hindu, Aged about 67, By Occupation- Business, By Nationality- Indian 2) **Shri Arani Pan (Aadhaar – 9279 2452 1791)(PAN- AYJPP1385J)** Son of Ashoke Kumar Pan, by Faith- Hindu, Aged about 32, By Occupation- Service, By Nationality- Indian & 3) **Smt Mahua Pan (Aadhaar- 3799 9229 2036)(PAN- AETPC9336G)**, Daughter of Ramendra Nath Chattopadhyay, By Faith- Hindu, By Occupation- Business, Aged about 63, By Nationality- Indian, ALL RESIDING at FD-99, Salt Lake, Sector 3, Bidhannagar(South), PO- IB Market, PS- South Bidhannagar, District- North 24 Parganas, Kolkata 700106.

1.2 **DEVELOPERS** :shall mean **M/s PURPLE BUILDERS** a partnership firm Having its office at 147,Green Park, Ground Floor, Narandrapur, Post

office – Narendrapur, and Police station – Sonarpur, Kolkata- 700103, represented by its partners namely(1) **SHRI RAJARSHI SAHA**, son of Sudhir Kumar Saha, by faith- Hindu, By Occupation- Retired, By Nationality- Indian, residing at 204, Green Park, Narendrapur, PO- Narendrapur, PS- Sonarpur, Kolkata 700103, District- South 24 Parganas, hereinafter referred to as the first partner (2) **SMT MAHUA PAN**, wife of Ashoke Kumar Pan, By faith- Hindu, By Occupation- Business, By Nationality- Indian, residing at FD-99, Salt Lake, Sector 3, PO- Bidhannagar IB Market, PS- Bidhannagar(South), District- North 24 Parganas, Kolkata- 700106 called as the second partner (3) **SMT PIYALI MUKHERJEE**, wife of Ranjan Mukherjee, By Faith- Hindu, By Occupation- Business, By Nationality- Indian, residing at A-16, 'Priyadarshini Apartment', 396/9, Becharam Chatterjee Road, Behala, PO- Sarsuna, PS- Parnasree, Kolkata- 700061, District- South 24 Parganas called the third partner (4) **SMT RINA KHANRA** wife of Tapan Khanra, By Faith- Hindu, By Occupation- Business, By Nationality- Indian, residing at CA 233, Newtown, Road No 254, West Bengal, Kolkata – 700156 called the fourth partner (5) **SHRI IVAN SAHA**, son of Rajarshi Saha, By Faith- Hindu, By Nationality- Indian, By Occupation – Business, residing at 204, Green Park, Narendrapur, PO- Narendrapur, PS- Sonarpur, Kolkata 700103, District- South 24 Parganas called the fifth partner(6) **SHRI ASHOKE KUMAR PAN**, son

of Late Bijan Behari Pan, By Faith- Hindu, By Nationality – Indian, By Occupation- Business, residing at at FD-99, Salt Lake, Sector 3, PO- Bidhannagar IB Market, PS- Bidhannagar(South), District- North 24 Parganas, Kolkata- 700106

1.3 **PREMISES:** Shall exclusively, mean **ALL THAT** piece and parcel of a plot of presently homestead land measuring net land area of 3 cottahs 8 chittacks 17 square feet a little more or a little less as per the present physical measurement together with one residential tile shed measuring an area of 120 Sq Ft standing thereon having cemented flooring and the entire property is situated in Mouza- Kalikapur, JL No 20, RS No 2, Touzi No 3,5 & 12, Parganas- Khaspur presently South 24 Parganas, comprising in RS Dag No 365, under RS Khatian No 169, corresponding to CS Dag No 306/313, under CS Khatian No 155, being Scheme Plot No 2, within the Kolkata Municipal Corporation, Ward No 109, known as KMC Premises No 292, Kalikapur, having Assessee No 31-109-06-0292-9, PS- Purba Jadavpur, Kolkata 700099, District- South 24 Parganas, morefully and specifically described in the Schedule "A" hereunder written.

1.4 **BUILDING:** Shall mean the G+3 storied building to be constructed at the said property in accordance with the plan sanctioned by Kolkata Municipal Corporation in respect of the land ad measuring area of about 3

cottahs 8 chittacks and 17 Sq Ft more or less fully described in the Schedule "A" written herein below.

1.5 **BUILDING PLAN**: Shall mean Plan for the proposed construction of the G+3storied building sanctioned by the Kolkata Municipal Corporation in the name of the Land owners of the premises hereof.

1.6 **COMMON FACILITIES & AMENITIES**: Shall mean corridors, all ways, stairways, passage, ways common lavatories, garage, overhead tank, water pump and motor and roof of the building other facilities provided by the Developers which may be mutually agreed upon between the parties and required for the establishment location enjoyment maintenance and/or management of the proposed building.

1.7 **SALEABLE SPACE**: Shall mean the space in the building available for independent use and occupation after asking the provisions for common facilities and the spaces required.

1.8 **TRANSFERER**: With its grammatical variations shall include transfer by possession and by any other means-adopting for effecting what is understood as a transfer of space in multi -storied (G +3) building the-purchasers whereof although the same may be not amount to the transfer in law.

1.9 **TRANSFEEEE**: Shall mean the persons, Partnership firm of persons to whom any space in the building has been transferred.

1.10 **WORD IMPARTING:** Singular shall include plural and vice-versa, Masculine gender shall include feminine and neuter genders, likewise words, imparting feminine genders shall include masculine and neuter genders and similar words imparting neuter gender shall include masculine and feminine gender.

1.11 **ADVOCATE:-** shall mean developers' advocate who will take all necessary legal steps time to time in connection with the property embodied in this agreement, also prepared sale agreement, Deed of Sale and all kinds of Agreements, deeds whatsoever in nature touching this projects -with the cost of the proposed purchasers of units, Flats, Garages in the building to be constructed.

2. **ARTICLE-II: COMMENCEMENT**

This agreement shall commence on and from or from the date of execution of the agreement. This agreement shall commence on and with effect from 3rd day of June-2023.

3. **ARTICLE - III: LAND OWNERS' RIGHT & REPRESENTATIONS**

The Land owners hereto is absolute seized and possessed of and/or well and sufficiently entitled to the said premises **ALL THAT** piece and parcel of a plot of presently homestead land measuring net land area of 3 cottahs 8 chittacks 17 square feet a little more or a little less as per the

present physical measurement together with one residential tile shed measuring an area of 120 Sq Ft standing thereon having cemented flooring and the entire property is situated in Mouza- Kalikapur, JL No 20, RS No 2, Touzi No 3,5 & 12, Parganas- Khaspur presently South 24 Parganas, comprising in RS Dag No 365, under RS Khatian No 169, corresponding to CS Dag No 306/313, under CS Khatian No 155, being Scheme Plot No 2, within the Kolkata Municipal Corporation, Ward No 109, known as KMC Premises No 292, Kalikapur, having Assessee No 31-109-06-0292-9, PS- Purba Jadavpur, Kolkata 700099, District- South 24 Parganas.

- 3.1 The said premises is free from all encumbrances, charges, liens, independence, attachment, trust, acquisition requisition whatsoever or howsoever subject to what have been stated herein before and hereinafter.
- 3.2 That any tax or GST liability shall be borne by both the parties in 50:50 ratio.
- 3.3 That any cost of production incurred by the developers shall be borne by the developers only.
- 3.4 That any money borrowed given by the **Land owners/One part** for development of the project shall be returned to the landowner/one part along with 2% interest per month.
- 3.5 There is no bar legal or otherwise for the Land owners to obtain the Certificate under Section 230 (a) (A) of the Income Tax Act,1961 and other

consents and permission that may be required in dealing with the said premises in any manner whatsoever.

4. **ARTICLE-IV: DEVELOPERS' RIGHTS & REPRESENTATIONS**

The Developers shall have deal-with the premises in terms and agreement or negotiate with any person or persons or enter into any contract or agreement takes any advance against their allocation only.

- 4.1 All applications, Plans and other papers documents that may be required by the Developers for the purpose of obtaining necessary sanction, from the Kolkata Municipal Corporation shall be prepared and submitted by the Developers on behalf of the Land owners and the Land owners shall sign all such plans, application, other papers and documents as and when necessary and all costs expenses including plan sanction costs will be borne by the Developers.
- 4.2 That the Developers shall carry total construction work of the proposed building at their own costs and will take the sale proceeds of Developers' allocation exclusively subject to completion and handover the owner's allocation of the said proposed building.
- 4.3 Booking from intending purchasers for exclusively Developers' allocation will be taken, by the Developers and the agreement with the intending purchaser

will be signed in their own names on behalf of the Land owners as Power of Attorney Holder.

- 4.4 The selling rate of the Developers allocation will be fixed by the Developers without any permission or consultation with the Land owners. The profit and loss earned from the project will be entirely received or borne by the Developers and no amount will be adjusted from the Land owners' allocation on accounts of loss or vice versa on account of profit from Developers' allocation.
- 4.5 Developers are empowered to collect consideration money from the sale of Developers' allocation from the intending purchasers and issue money receipt in their own names and moreover take advance and full and final consideration from the intending Purchasers for Developers' allocation only.
- 4.6 On completion of the proposed building when the flats are ready for giving possession to the intending Purchasers letter will be signed by the Developers as the representatives and Power of Attorney holder of the Land owners also will sign as confirming party, if needed. The Deed of Conveyance will be signed by the Developers on behalf of and as representatives and registered Power of Attorney Holder of the Land owners. Subject to receive the share of owner's allocation by the Land owners.
- 4.7 All consideration costs will be borne by the Developers. No liability on account of construction cost will be charged from Land owners' allocation.

5. **ARTICLE -V : APARTMENT CONSIDERATION**

The Developers were agreed to build the said proposed building at their own cost and expenses and Land owners shall not required to contribute any sums towards the construction and any other purpose whatsoever of the said building or buildings on the said premises and to commercially exploit the said premises the Developers have agreed to provide the construction area in complete condition to the Land owners defined as Owner's allocation.

- 5.1 The Land owners having agreed to grant exclusive right for developing the said premises in term of these presents the Developers has agreed, undertaken to build the said building at their own costs and expenses and the Land owners shall not be required to contribute any sum towards construction of the said building and or development of the premises. It is hereby made clear that the Developers shall after completion of the construction of the said building in all respect deliver the possession of the land owners' allocation as provided earlier at the first instance.
- 5.2 The Developers have agreed to make and shall remain, bound to make and bear several necessary expenses as consideration for the purposes of development of the said premises and/ or this development agreement and such consideration for all practical purposes will be deemed to be apparent consideration which are as follows :
- (a) Space allocation to the Land owners.

- (b) Costs, charges and expenses incurred for consideration erection and completion of the said new building at the said premises.
- (c) Costs, charges and expenses on account of causing the plan or map prepared for the purpose of obtaining sanction by the Kolkata Municipal Corporation Ward No 109
- (d) Costs, charges and expenses incurred for installation of electric line and Engineers if any and also sewerage drainage and other connections
- (e) Fees payable to Architect and the Engineers as also fees payable to the Kolkata Municipal Corporation Ward No 109 for the purpose of obtaining necessary permission of sanction for sewerage, drainage and water connection.
- (f) Legal expenses incurred and paid for this development agreement and all other expenses and charges for the purpose of development of the said premises.
- (g) Cost of supervision of construction including the Land owners' allocation of the said premises.

6. **ARTICLE -VI: LAND OWNERS' ALLOCATION:**

Shall always mean that the Land owners shall be entitled to get 50% F.A.R area(as per share of land of land owners') of the sanction building plan of the G +III storied building, the owners shall also be entitled to get the area at 50% (as per share of land of land owners') as mutually agreed upon by the parties hereto of the additional floor to be constructed subject to approval over and above the G+IV storied building.

6.1 The Developers shall have no right title and interest whatsoever in the Land owners' allocation and undivided proportionate share of land the said premises and common facilities and amenities pertaining thereof.

6.2 The Developers shall have no right to claim for payment or reimbursement of any costs expense or charge incurred towards construction of Land owners' allocation and the undivided proportionate share in common facilities and amenities from the land owners.

7. **ARTICLE -VII : DEVELOPERS' ALLOCATION:**

7.1 **DEVELOPERS' ALLOCATION** : Shall mean all the remaining portion of the entire building (excluding owner's allocation) including the common facilities common parts and common amenities of the building and the said premises absolutely shall be the property of the Developers after providing the owner's allocation as aforesaid and together with the absolute right of the Developers to enter into agreement for sale with intending purchaser/purchasers as per Transfer of Property Act and / or lease or let out, or in any other manner.

8. **ARTICLE -VIII: PROCEDURE**

- That We being the absolute sole owners of the property in first schedule hereunder do hereby irrevocably nominate, appoint, constitute 1. **Ivan Saha**, a Partner of the Purple Builders, having its office at 147 Green Park Narendrapur Kolkata700103, And 2. **Mr Ashoke Kumar Pan** for the said construction of proposed building

with several flat/flats/apartments/garage spaces etc. to be built upon over our said land, messuage, hereditament and premises as my true and lawful attorney to do execute and perform or cause to be done, executed and performed in our names and on our behalf the following acts, matters and things viz.

- (i) To prepare, submit and obtain the building plan for the said proposed construction sanctioned by the appropriate authority and to undertake any or all work for construction of flat/flats/ apartments/ garage spaces on our said land, mentioned in the Schedule of property below and also the to manage, control, supervise and the management of constructional work and administer the said properties and flat or flats/apartments/garage spaces etc. to be built on the said property at the cost of the said attorney.
- (ii) To negotiate or terms for and to agree and enter into and conclude any agreement to sale of any flat/flats/ apartments/ garage spaces to be built in the proposed building in my said land morefully and particularly described and mentioned in the Schedule hereunder written to any Purchaser/ Purchasers at such price which our said attorney in its absolute discretion shall think fit and proper and/or cancel and/or repudiate the same excluding our allocation i.e. **OWNERS/LANDLORDS ALLOCATION** mentioned in the joint Venture/ Development Agreement.
- (iii) To receive from the intending purchaser/purchasers any earnest/booking money and/or advance or advances and also the balance of

purchase/consideration money and to give good and valid receipts and discharge for the same which will protect the purchaser/purchasers without seeing the application of the money save and except our allocation i.e. **OWNERS'/LANDLORDS'** allocation as according to the terms condition of the Development Agreement.

(iv) Upon such receipt as aforesaid in our name and as our acts and deeds, to sign, execute, register and deliver any conveyance or conveyances in respect of the Promoter's allocation mentioned in the Development Agreement of the said lands and landed property (with flat/flats/apartments/garage spaces etc.) to be built by our said Attorney at its own cost in favour of the said purchaser/purchasers or his/her/their nominee and/or assignee or assignees.

(v) To sign and execute all other deeds, instruments and assurances, which it shall consider necessary and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually conveying the said land and/ or flat/flats/apartments/garage spaces etc. on our said land as we could do ourselves if personally present.

(vi) To present any such conveyance or conveyances for registration to admit, execution and receipt of consideration before Additional District Sub-Registrar or District-Registrar of Assurance (Kolkata) having Authority for and to have the said conveyance or conveyances registered and do all other acts, deeds -which our said attorney shall consider necessary for conveying

the said land or landed property i.e. flat/flats/apartments/ garage spaces/Office accommodation etc. to any purchaser/ purchasers as fully and effectually in all respect as we could do the same ourselves.

(vii) To commence, institute, file prosecute, defend and conduct any conduct any case, suit, appeal or legal proceedings that may be necessary to be filed against any person or persons in connection with our said property, to give necessary instructions as our behalf and also to make sign, verify affirm present and file Vakalatnama, Warrant of Attorney, complaints, Petition, including Writ Petition, Affidavit, Memorandum of Appeal, Letter or other necessary pleadings and papers and documents of any descriptions whatsoever in connections thereto and to do other acts, deeds, matters and things as may be necessary for proper conduct thereof.

(viii) To appear before any judge, Court, Tribunal, Authority or office including Municipal office, Collector, Police or other authorities and other offices and to do all things necessary in connection, therewith.

(ix) To retain, employ and discharge and counsel, Advocate, Attorney, Solicitors, Agent, Pleader and to conduct all proceedings whether legal otherwise official and to pay costs charges and expenses incurred in connections therewith.

(x) To settle, compromise and also to refer the disputes in any such suit and proceedings in respect of the Schedule property to Arbitration upon such terms and conditions as our said attorney shall think fit and proper.

(xi) We do hereby agree that **NOTWITHSTANDING** anything contained hereinbefore all or any of the Power of Authorities hereby conferred shall beour said Attorney.

(xii) **AND GENERALLY** for we in our names and on our behalf to do and transact every set whatsoever or whichever we are entitled to do in respect of our said property as fully and effectually to all intents and purposes as we might or could do if personally present **NOTWITHSTANDING** that no special Power or Authority in that behalf in contained in these presents.

(xiii) And we hereby ratify and confirm and agree to ratify and confirm any act deed that may be done or caused to be done, by our said Attorney and all such acts and deeds shall be valid and binding upon us as if the same have been done by us personally.

(xiv) And we hereby declare that the Powers and. Authorities hereby given irrevocable.

(xv) **NOTWITHSTANDING** anything contained hereinabove it is hereby made clear that this Power of Attorney and Powers and authorities conferred by this Power of Attorney are limits to our interests in the said land and landed property.

(xvi) The Developers i.e. our Attorneys shall entitled to procure loan or advance from any financial institution whether Government or Private Body/Bodies, Bank, L.I.C., S.B.I. Home Finance, Home Trust or any other

body/bodies corporate against the attorney's allocation as per as choice if necessary. And in respect of such loan the Owner/Land lord i.e. We shall have no right to raise any objection and PROVIDED THAT in respect of such loan, the Owner/Landlord i.e. we will not responsible and/or liable.

(xvii) The Power shall not be revoked before the completion of the said proposed building and also sale of all the flat/flats/ apartments/ Shop rooms/garage spaces but if the developers violet any terms and conditions of this agreement on that respect the owners shall have the right to cancel this agreement.

(xviii) To receive sign and deal with all correspondences in my personal capacity in connection -with the said property and to take delivery of any registered or issued letters or parcels sent to us under registered or issued covered.

(xix) To serve and accept service of summons notice, warrants, subjects or other processes of Court and authorities concerned and to do all things necessary in connections therewith.

The Land owners shall grant to the developers or execute a Registered General Power of Attorney or special Power of Attorney as may be required for construction of the building and also for pursuing and following up the matter with the Kolkata Municipal Corporation and other authorities and also for selling, transferring and conveying Developers' allocation and

handing over physical as well as legal and identical position of the developers' allocation to the intending purchaser/ purchasers.

9. **ARTICLE -IX : SPACE ALLOCATION**

After completion of the building the Land owners shall be entitled to obtain physical possession of the Land owners' allocation with service area together with the undivided proportionate land and common areas and facilities and the balance constructed area together with service area and proportionate land area and other portions of the said building shall belong for the Developers.

9.2 Subject as aforesaid and subject to owner's allocation and undivided proportionate right title and interest in common facilities and amenities and common portion of the said building and the open space shall exclusively belong to the Developers contained herein.

9.3 The Land owners shall be entitled to transfer or otherwise deal with the Land owners' allocation in the building without any claim -whatsoever of the Developers.

9.4 The Developers shall have full right to transfer or deliver of possession of their allocation to the proposed purchasers at their sole discretion after delivery of possession of owner's allocation and the Land owners shall not have any claim interest of the said building save and except Land owners allocation. The roof of the said subject multistoried building will commonly used by the flat and Land owners and the right, title and interest of the roof

of the said building will always remain in the possession of the Developers and for further construction of floor/ floors if the Developers can obtain necessary sanction/permission from the competent authority of the Municipality and the use and occupation of the roof by the flat Land owners will temporarily be ceased while the construction will be continued and after completion of the proposed floor the flat and Land owners will use the roof of the newly constructed floor/flats as before and in that event Land owners of the land will not raise any objection whatsoever in nature.

9.5 The Land owners shall be entitled to transfer or otherwise deal with owners' allocation in the building in that case the Land owners' allocation will be registered by the Developers in favour of the land owners intending purchasers or their legal heirs and agents at the cost of the proposed purchaser.

10. **ARTICLE -X: BUILDING**

10.1 The Developers shall at the Developers' own costs construct erect and complete the building at the said premises in accordance with the sanctioned plan with such materials and with such specifications as are mentioned in the Schedule "C" hereunder written and as may be recommended by the Architect/ Engineer from time to time.

10.2 Subject to aforesaid the decision of the Developers regarding the quality of the Developers regarding the quality of the materials shall be final and binding on the parties hereto provided the Developers shall use the standard quality materials.

10.3. The Developers shall install erect in the said building at the Developers' own costs standard New Pump Set, overhead reservoir, electric wirings, and other facilities as are required to be provided in a residential building self contained Apartment and constructed for sale of flats, shops, garage and /car Parking space herein on ownership basis and as mutually agreed.

10.4 The Developers shall be authorized in the name of the Land owners in so far as it necessary to apply for and obtain quotes, entitlements and other allocation of or for comment, all types of steels, bricks other building materials and accessories allocable to the Land owners for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, drainage, sewerage and/or other facilities if any available to be new building and the imputes and facilities required for the construction or enjoyment of the building Iron cast for which purpose the Land owners have to be executed a Registered General Power of Attorney in favour of the Developers.

10.5 The Developers shall at its own costs and expenses and without creating any financial or other liability to the Land owners, constructed and complete the said proposed building and various units and/ or apartments therein in accordance with the sanctioned building plan.

10.6 All costs, charges and expenses including architect's fees shall be discharged and paid by the Developers and the Land owners will have no responsibility in this context to the Architect.

11. **ARTICLE - XI : COMMON FACILITIES**

11.1 The Developers shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing the due and as and from the date of assessment or starting of the construction of the building.

11.2 As soon as the building is completed the Developers will give written notice to the Land owners requiring the Land owners to take possession of the owner's allocation in the building. Then after 30 days from the date of service of such notice and at all times thereafter the Land owners shall be exclusively responsible for payment of proportionate Municipal and property taxes, rates, duties, due and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as the said rates) payable in respect of the owner's allocation, the said rates to be prorata with reference to the saleable space in the building if any are levied on the building as a whole.

11.3 The Land owners and the Developers shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the Land owners and the Developers and both the parties shall keep each other indemnified against all claims actions demands cost charges and expenses

and proceedings whatsoever directly or indirectly instituted against or suffer by or paid by other of them as the case may be consequent upon a default by Land owners or the Developers in this behalf.

11.4 Any transfer of any part of the Land owners' allocation of the new building shall be subject to the other provisions hereof and the respective transferee shall have to be responsible in respect of the space transferred, to pay the said rates and service charges for the common facilities as it is done in case of apartment Land owners under Apartment ownership Act.

11.5 The Land owners shall not do any act deed or thing whereby the Developers shall be prevented from construction and completion of the said building as per approved plan. If by any act on the part of the Land owners or their legal heirs the Developers is prevented from construction of the building then the Developers shall be entitled to claim repayment of the entire amount invested by the Developers along with interest @ 18% per annum on the amount invested/incurred by the Developers. On the other hand the Land owners also entitled to get the due compensation along with interest @ 18% per annum to be paid by the Developers provided that the Developers made unnecessary and/or intentional delay to deliver the owner allocation which they are entitled after completion of the building and just after the stipulated period i.e. within 24 (Twenty four) months from the date of sanction building plan as-agreed.

11.6 Both the Developers and the Land owners herein shall enjoy their respective allocations/portions in the said building under their occupation forever with absolute right of alteration, transfer, sale, gift etc. and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances.

12. **ARTICLE - XII: COMMON REGISTRATION**

12.1 Neither party shall use or permit to the use of the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade of activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

12.2 Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portions thereof or make any structural alteration but they can renovate their respective flat in inner side.

12.3 Neither party shall transfer or permit to transfer of their respective allocations or any portion thereof unless:

Such party shall have observed and performed by an written undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and of this presents and further that such transferee shall say all and –whatsoever shall be payable in relationship the area in each of their respective possession.

12.4 Both parties shall abide by all law, bye-laws, rules and regulations of the Government statutory bodies and/or local bodies as the case may be and shall bound to answer and be responsible for any deviation and/or breach of any of the said laws, bye-lays and regulations.

12.5 The respective allottees shall keep the interior walls, sewers drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working condition and repair and in particularly so as not to cause any damage to the building or any other space or accommodation therein and shall keep the Land owners and/ or the occupiers of the building indemnified from and against the consequence of any breach.

12.6 Neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep the Land owners occupiers of the said building of the said building harmless and indemnified from the against the consequences of any breach.

12.7 No goods or other items shall be kept by the other party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be cause in any manner in the free movement of users in the corridors and other places of common use in the building.

12.8 Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown, or accumulated in or about the

building or in the compounds corridors or any other portion or portions of the building.

12.9 It is agreed that any sale amount of the flats will be deposited first to the developers account and then the respective share of amount will be transferred to Landowner/one part bank account after receiving the final consideration from the proposed purchasers or at the time of executing deed of conveyance which ever is earlier.

12.9 Either of the parties shall permit other's agent with or without workmen and others at all reasonable time to enter into and upon the each party's allocation and each party thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any common facilities and/or the purpose of pulling down maintaining repairing and testing drains, gas and water pipes, and electric wires and for any similar purpose.

13. **ARTICLE -XII : LAND OWNERS' OBLIGATIONS**

13.1 The Land owners doth hereby covenant with the Developers not to do any act deed or thing whereby the developers may be prevented from selling assigning and/or disposing of any of the Developers' allocated portion in the building at the said premises in favour of the intending buyers of flats/apartments in the said building, the Land owners further gives undertaking for and on behalf of his agents, servants, representatives for similar act at their own liability and responsibility. The clause will be

applicable subject to fulfillment of all terms, conditions and their responsibilities and obligations by the Developers as mentioned in this agreement.

13.2 The Land owners do hereby agrees and covenant with the Developers not to let out grant lease mortgage and/or charge or part with possession of the said land or any portion thereof without the consent in writing of the Developers on and from the date of execution of this Deed/Agreement and the said Land owners shall built up boundary wall surrounding the "A" Schedule of property with the cost of the Developers, and the Land owners shall complete KMC Mutation and to pay all rents up-to-date till the date of execution of this Agreement -with his cost (Land owners).

13.3 The Land owners herein, will have no right, authority and power to terminate and/ or determine this Agreement within the stipulated period of construction and sale of the said building it is recorded herein that the completion period of the construction of the proposed building shall be only 24 (Twenty Four) months from the date of the handed over the vacant possession of the landed property as earlier to the Developers and in view of that Land owners shall bound to clear and vacant the said land and in the event of any tenants or possessor if any found in or any portion over the land the Developers shall arrange to vacate or clear the same and also the owners herein will help in that matter.

13.4 No part of the said properties and/or premises is subject to any order of acquisition or requisitions have been served upon the Land owners.

13.5 The said properties and/ or premises have not been subject to any notice of attachment under public demands recovery Act or for payment of Income Tax and Municipal Dues of any statutory dues whatsoever by or however.

13.6 The Land owners herein undertake not to create any kind of charges or mortgage including that of equitable mortgage. By depositing the Title Deeds of the said premises/Land or any portion thereof at any time during the subsistence of this Agreement.

13.7 The said premises does not belong to any public work or for any private work and/ or does not belong to any temple, church, mosque or under any Trust private or public or any endowment.

13.8 The Land owners hereto agree that as the Developers shall made the construction of the said proposed building exclusively at their own costs, arrangement and without having any financial participation and/ or involvement on the part of the Land owners hereto the Land owners henceforth for all times to come shall not raise any claim and/ or press for any other consideration the than that specified Land owners' allocation herein either from the Developers and the Developers shall be at liberty to receive any amount from any purchaser/ purchasers in their own names and to appropriate the said proceeds of the flats/units, shops, garages, car parking space of the said building of their allocation at their sole discretion without having any attachment and/ or share thereon of the Land owners hereto.

14. **ARTICLE -XIV : DEVELOPERS' OBLIGATIONS**

14.1 The Developers cloth hereby agrees and covenants with the Land owners to complete the construction of the building within 24 (Twenty four) months from the date of the handed over the vacant possession of the landed property as earlier to the Developers and it may be extended up to 6 months more to be settled mutually by both the parties.

14.2 The Developers hereby agrees and covenants with the Land owners not the violate or contravenes any of the provision of rules applicable in construction of the said building.

14.3 The Developers herby agrees and covenants with the land owners not to do any act deed or things whereby the land owners to prevented from enjoying selling assigning and/or disposing of any of the owner's allocation in the building at the said premises.

14.4 The Developers shall pay shifting charges per month to the landowners as shifting charge till delivery of owner's allocation, as specified herein, further it is agreed and declared by the owner that all existing construction over the land of 'A' schedule will be demolished by the developers and to take entire building materials, rubbish of the said existing building.

15. **ARTICLE -XV: DEVELOPERS' INDEMNITY**

15.1 The Developers hereby undertake to keep the Land owners indemnified against third Party claiming and actions arising out of any sort of act of occupation of the Developers in relation to the construction of the said building.

15.2 The Developers hereby undertakes to keep the land owners, indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developers' action with regard to the development of the said premises and/or for any defect therein.

16. **ARTICLE -XV : FORCE MAJEURE**

16.1 The Developers shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

16.2 Force majeure shall mean flood, earthquake, riot, war, storm, tempest civil commotion, strike, non-availability or labours and/or building materials and/or any other or further commission beyond the reasonable control of the Developers.

17. **ARTICLE -XVI : ARBITRATION**

17.1 If at any time any dispute shall arise between the parties hereto regarding the construction or interpretation, of any of the terms and conditions herein contained or touching these presents or determination of any liability at any of the parties under this agreement, the same shall be resolved between the two mentioned partner in case of further dispute shall be referred to the Arbitrator to be appointed with mutual consent of the partners, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or its modifications thereof, then in force. The place

of arbitration shall be Kolkata and the decision of the Arbitrator shall be final and binding on the parties.

18. **ARTICLE - XVIII : PENAL CLAUSE**

18.1 It is made clear that, in the event the developers fails and/or neglect to start the construction work, and fail to complete the proposed building time mentioned before that construction even after obtaining sanctioned building plan of the Municipality as well as handing over the vacant possession of the land free from all encumbrances from the Land owners as per the terms of this agreement.

18.2 It is also made clear that in the event the Developers is prevented from proceeding with the construction work during the continuance of such construction or prevented from starting the construction by any act on the part of the Land owners or any of the Land owners and/ or agents, or any person claiming any right under the Land owners, then and in that case the Developers shall have the right to rescind and/ or cancel this agreement also to claim refund of all sums incurred by the Developers to the Land owners in the meantime along with the amount, if any, spent on account of the construction work of the building together with interest at the rate of 18% per annum and shall also be entitled to claim damages and losses which the Developers may suffer or might have been suffered but the Developers' right to sue for specific performance of contract shall remain unaffected.

Save and except what has been specifically stated hereunder all disputes and differences between the parties arising out of the meaning construction, or impart of this agreement of their respective rights and liabilities as per this agreement shall be adjudicated by reference to arbitration of the independent arbitrators, one to be appointed by each party they shall jointly appoint an umpire of the commencement of the reference and the Award of the Arbitrators or the Umpire in such eventually shall be final and conclusive on the subject by and between the parties and this clause shall be deemed to be a submission within the meaning of conciliation and Arbitration Act.

18.3 Notwithstanding the Arbitration clause as referred to herein above, the right to sue for specific performance of this contract by any party against the other as per the terms.

19. **ARTICLE -XIX : MISCELLANEOUS**

19.1 The Land owners and the Developers have entered into the agreement on the basis of joint venture agreement and under any circumstances this shall be treated as partnership and/ or associations of persons as between the Land owners and the Developers.

19.2 Immediately after possession of the premises, be given by the Land owners and complied with other obligations liabilities and conditions as made before by the Land owners the Developers shall be entitled to start construction, of the said building of the said premises in accordance with the sanctioned building plan.

19.3 The Land owners shall not be liable for any income Tax Wealth Tax or any other taxes in respect of the Developers' allocation and the Developers shall be liable to make payment the same and keep the Land owners indemnified against all actions suits proceedings costs charges and expenses in respect thereof.

19.4 Any notice required to be given by the Developers shall without prejudice to any other mode of service available be deemed to have been served on the Land owners if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgment due and shall likewise be deemed to have been served on the Developers by the Land owners if delivered by and or sent by prepaid registered post to the registered office of the Developers.

19.5 The Developers shall frame scheme for the management and Administration of the said building and/ or common parts thereof. The Land owners and Developers hereby agree to abide by all the rules and regulations to be framed by any society/ association/ holding organization and/ or any other organization who will be in charge of such management of the affairs of the building on the complex and/or common parts thereof and hereby give their consent to abide by such rules and regulation. It is made clear that the Land owners of the respective flat shall maintain the said, building after the handover possession to the prospective buyers by the Developers.

19.6 The name of the Building shall be settled by the Developers which will be agreed by the Land owners without any objection.

19.7 As and from the date of completion of the building or the complex the Developers and/or its transfers and the Land owners and or their transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth taxes and other taxes payable in respect of their respective spaces.

19.8 The proposed building to be constructed by the Developers shall be made in accordance with the specifications more fully and particularly mentioned and described in the Second Schedule hereunder written.

19.9 It is made clear that at the top-most of the building including stair cover and parapet walls to be constructed shall remain common, for all the flat owner.

19.10 It is made clear that so long the owner's Association is formed the Flat owner shall pay the maintenance charge @ Rs.1.50 only per square feet to the Developers. As soon as the Association is in existence the said system will be automatically discontinued.

19.11. The bill for the Common Electric meter and installation charge shall be borne by the Flat owner proportionately or the Flat owner and the Developers will mutually decide the same as the case may be. Further it is mentioned that all the Flat owner shall bound to pay or deposit the amount

to the Developers for installation of Mother meter/Cable/Transformer which will be calculated/settled by the Developers.

ARTICLE -XX : JURISDICTION

District Court at Alipore, South 24 Parganas and any other competent Court shall have jurisdiction to entertain and trial of the same and/ or suits and proceedings arising out of these presents between the parties hereto.

THE SCHEDULE "A" ABOVE REFERRED TO

SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

[DESCRIPTION OF THE SOLD PROPERTY]

ALL THAT piece and parcel of a plot of presently homestead land measuring net land area of 3 cottahs 8 chittacks 17 square feet a little more or a little less as per the present physical measurement together with one residential tile shed measuring an area of 120 Sq Ft standing thereon having cemented flooring and the entire property is situated in Mouza- Kalikapur, JL No 20, RS No 2, Touzi No 3,5 & 12, Parganas- Khaspur, comprising in RS Dag No 365, under RS Khatian No 169, corresponding to CS Dag No 306/313, under CS Khatian No 155, being Scheme Plot No 2, within the Kolkata Municipal Corporation, Ward No 109, known as KMC Premises No 292, Kalikapur, having Assessee No 31-109-06-0292-9, PS- Purba Jadavpur, Kolkata 700099, District- South 24 Parganas and the said property has been shown in the annexed plan as the part of this indenture and demarcated by RED border line and the property zone is (Kalikapur-Kalikapur) and is butted and bounded by:

NORTH:-	Scheme Plot No 13(Part of RS Dag No 365)
SOUTH:-	30'-0" wide Road
EAST:-	Scheme Plot No 3
WEST:-	Scheme Plot No 1

THE SCHEDULE "B" ABOVE REFERRED TO

(Owners' Allocation)

Shall always mean that the Land owners shall be entitled to get 50% F.A.R (as per share of the land of the land owners) area of the sanction building plan of the G +3 storied building, the owners shall also be entitled to get the area as per share of the land of the land owners as mutually agreed upon by the parties hereto of the additional floor to be constructed subject to approval over and above the G+IV storied building.

The Developers shall have no right title and interest whatsoever in the Land owners' allocation and undivided proportionate share of land the said premises and common facilities and amenities pertaining thereof.

The Developers shall have no right to claim for payment or reimbursement of any costs expense or charge incurred towards construction of Land owners' allocation and the undivided proportionate share in common facilities and amenities from the land owners.

The Developers shall have no right to claim for payment or reimbursement of any costs expense or charge incurred towards construction of Land

owners' allocation and the undivided proportionate share in common facilities and amenities from the land owners.

DEVELOPERS' ALLOCATION

THAT the Developers are entitled to have entire construction according to law of the said building (subject/proposed Multi-storied building) save and except owners' Allocation as stated hereinabove.

THE SCHEDULE "C" ABOVE REFERRED TO

(Specification)

STRUCTURE

R.C.C. structure of the said Flats.

WALL

Outside wall 8"/5" Rickand outside work cement plastering. Inside wall 5"/3" brick and will be finished with plaster of Paris.

FLOORING :

Flooring of all bed rooms/ drawing/dining space/ and Verandah will be of marble.

KITCHEN :

Floor of the Kitchen will be of **kumara** marble/ cooking platform will be black store Top with a 2 feet dado to be fitted glazed tiles above the cooking platform. There -will be one steel sink and one water tap and one tap provide under the sink.

TOILET :

Both toilets will have kumari marble flooring and dado of one toilet upto 6 feet height will be demised with and the other with glazed tiles and fitted with one Indian style water closets and one shower and one Wash Basin will be proved in each flat. All water Line will be surface fitted.

DOORS :

All doors will be Flash doors.

WINDOWS :

Windows Aluminum sliding.

ELECTRIC LINE :

The Electric wiring will be concealed. Adequate number of Switches on Switch Board will be provided in each room.

WATER ARRANGEMENT :

Water supply will be given with the help of Electric meter and pump of deep tube-well.

LIFT/LIFT ROOM:

For Four Passengers.

THE SCHEDULE "D" ABOVE REFERRED TO

(COMMON AREAS, COMMON FACILITIES AND COMMON AMENITIES)

The owner of the Land along with other co-owner, occupiers, society or syndicate or association shall allow each other the following easement and quasi-easements right, privileges etc.

- i) Land under the said building described in the Schedule "A"
- ii) All sides spaces, back spaces, paths, passages, drains -ways in the said building.
- iii) General lighting of the common portions and spaces for installations of electric meter in General.
- iv) Drains and sewers from the building in the Municipal connection installations of electric meter in General.
- v) Stair and Staircase landings.
- vi) Lobbies in each floor,
- vii) Common septic Tank,
- viii) Common water Pump,
- ix) Common water Tank.
- x) Common Electric Line.
- xi) Roof of the building;
- xii) Top floor is to be as the roof of the building.
- xiii) Water and sewerage evocation from the pipes of the every units, to drain and sewerage common to the said building.

IN WITNESSES WHEREOF both the parties hereto (i.e. land owners & Developers herein) have gone through the subject matter of this Deed of Joint Venture Agreement and after having clearly understood all the recitals and terms and conditions contained herein and put their respective hands and seal on the day month and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of :

WITNESSES :

1. Pooja Seth, Advocate
6012 post office
Street, Kol-01.

2. Souvik Ray
Advocate, 10,
Kiran Ghoshan
Ray Rd, Kol-01

ASQUARE PROPERTIES
Ashwin Kumar Pan
Partner

ASQUARE PROPERTIES
Mahua Pan
Partner

ASQUARE PROPERTIES
Ashwin Kumar Pan
(constituted Attorney)
Partner
SIGNATURE OF THE OWNERS
PURPLE BUILDERS

Lajpati Saha
Authorised Sign
Mahua Pan
Piyali Mukherjee

PURPLE BUILDERS
Rina Khanna

PURPLE BUILDERS - Authorised Signator

Authorised Signator

PURPLE BUILDERS

Ashwin Kumar Pan
Authorised Signator
SIGNATURE OF THE DEVELOPERS

Drafted by me :

Souvik Ray

Advocate F/497/4/1/2017

High Court, Calcutta.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2023, Page from 250170 to 250233
being No 190207964 for the year 2023.



Digitally signed by SATYAJIT BISWAS
Date: 2023.06.20 13:44:56 -07:00
Reason: Digital Signing of Deed.

frag

(Satyajit Biswas) 2023/06/20 01:44:56 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.

(This document is digitally signed.)