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पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted to registration. The signature sheets and the endroement sheets attached with document are the part of this document.

[Signature]
District Sub-Registrar-V
Alipore, South 24 Parganas

17 JUN 2022

JOINT VENTURE AGREEMENT FOR DEVELOPMENT

THIS JOINT VENTURE AGREEMENT FOR DEVELOPMENT is made

on this 17th day of June, Two Thousand Twenty-Two

B E T W E E N

M/s. DAS CONSTRUCTION

Balal Das,

Proprietor

Goutam Das

Balal Das,
Proprietor

4
17/22

10717

- 9 JUN 2022

NO.....Rs. **500/-** Date.....

Name:.....

Address:.....

Vendor:.....

Alipur Collectorate, 24 Pgs. (S)

SUBHANKAR DAS

STAMP VENDOR

Alipur Police Court, Kol-27

Arpita Mondal

Advocate

Alipur Police Court

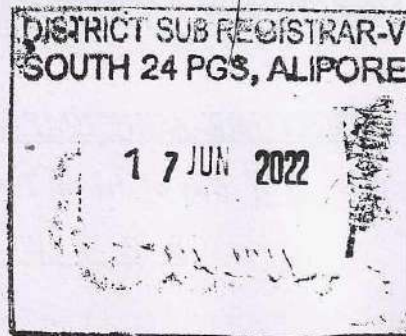
Kolkata-27



10717 = 500/-



*Susmita Sarkar
W/O Goutam Karmanar
3/1A, Chittaranjan Colony
P.S.-Jadarpur, P.O.-Jadarpur
University, Kolkata-700032*



M/S DAS CONSTRUCTION

Proprietor

M/S. DAS CONSTRUCTION, a Proprietorship Firm, having its Office at 4A, Lake West Road, P.O. Santoshpur, Kolkata-700 075, represented by its Sole Proprietor namely **MR. BABUL DAS**, (PAN-ADCPD 4327 L) & (Aadhaar No. 3167 8264 3566), Son of Late Makhan Lal Das, by Religion-Hindu, by Occupation-Business, residing at 9/A, Canal North Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include Its Successors-in-Office, legal representatives and assigns) of the **ONE PART**.

A N D

SRI GOUTAM KARMAKAR, (PAN BLHPK 6468 H) & (Aadhaar No. 2957 3151 8384), S/O. Sri Narottam Karmakar, by faith-Hindu, by Occupation-Business, by Nationality-Indian, resident of 3/1A, Chittaranjan Colony, P.O. Jadavpur University, P.S. Jadavpur, Kolkata-700 032, District: South 24-Parganas, hereinafter called and referred to as the **LAND OWNER** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and assigns) of the **OTHER PART**.

AND WHEREAS by virtue of a registered Kobala bearing dated 01/05/1939, registered in the Office of the Joint Sub-Registry Office at Alipore and recorded in Book No. I, Volume No. 9, Pages-58 to 84, Being No. 440, for the year 1939, one DEBENDRA NATH SARKAR & Others have jointly sold, conveyed, transferred and assigned ALL THAT Rayoti Dhakholi Sattya bisistha Land measuring 128.40 Sataks of Mouza-Chak Garia, J.L. No. 26, Pargana-Khaspur, under D.S.R.O. Alipore & A.D.S.R.O. Sealdah,

Collectorate Touzi No. 56, R.S. No. 38½, under C.S. Khatian Nos. 11 & 14, R.S. Khatian No. 10, appertaining to C.S. & R.S. Dag No. 1 P. S. formerly Sadar Tollygunge the then Jadavpur, the then District- 24-Parganas, to one **SUBURBAN AGRICULTURE DIARY & FISHERIES PRIVATE LIMITED** of 61D, Lansdown Road now Sarat Bose Road and the consideration mentioned therein.

AND WHEREAS after purchasing the aforesaid property said **Suburban Agriculture Diary & Fisheries Private Limited** have seized and possessed of or otherwise well and sufficiently entitled to the same as its absolute owner thereof and thereafter its name have been recorded in the Revisional Settlement Record.

AND WHEREAS by virtue of a registered Kobala, dated 15/07/1968, registered in the Office of the District Sub-Registrar of Alipore and recorded in Book No. I, Volume No. 142, Pages-1 to 21, Being No. 4594, for the year 1968, said **Suburban Agriculture Diary & Fisheries Private Limited** sold, conveyed and transferred ALL THAT demarcated piece and parcel of Sali Land measuring 24.02 Satak more or less on the Southern Side out of the aforesaid total property, to One **SRI CHITTAJIT MOHAN DHAR**, now deceased and the consideration mentioned therein.

AND WHEREAS after such purchase the aforesaid property said **Sri Chittajit Mohan Dhar**, now deceased has seized and possessed of or otherwise well and sufficiently entitled to the same as its absolute owner thereof and during his enjoyment, he sold out some portion of land out of his aforesaid total property and the rest Land measuring 22 Bigha 11 Cottahs 13 Chittacks 19 Sq.

Goutam kumar

Ft. has been seized and possessed and also the Land measuring 13 Bigha 5 Cottahs 13 Chittacks 26 Sq. Ft. used as Pond.

*AND WHEREAS during enjoyment the aforesaid Land and Pond, said Chittajit Mohan Dhar died intestate leaving behind him surviving his Wife namely **SMT. LEENA DHAR**, Three Daughters namely **SUVA DHAR**, **SUMITA DHAR** & the then Minor Daughter **UMA DHAR** as his only legal heiress and successors and they jointly inherited the said left property of Chittajit Mohan Dhar by virtue of inheritance as per Hindu Succession Act, 1956.*

*AND WHEREAS by virtue of a registered Deed of Partition bearing dated 21/06/1975, registered in the Office of the D.S.R. of Alipore and recorded in Book No. 1, Volume No. 107, Pages-65 to 71, Being No. 5818, for the year 1975, due to difficulties for jointly seized and possessed and for metes and bound said **Smt. Leena Dhar**, **Suva Dhar**, **Sumita Dhar** & the then Minor Daughter **Uma Dhar** Partition and/or Division of their entire property.*

*AND WHEREAS by virtue of said Deed of Partition, said Minor Daughter **Uma Dhar**, through her Mother & Natural Guardian **Smt. Leena Dhar** got the Schedule-A mentioned property along with other property and has seized and possessed of or otherwise well and sufficiently entitled to the same as its absolute owner thereof.*

*AND WHEREAS for Sale of the said Minor's property said **Smt. Leena Dhar** as Mother & Natural Guardian executed an Agreement for Sale with One **SRI GOPAL CHANDRA DEB**.*

AND WHEREAS said *Smt. Leena Dhar* as Mother & Natural Guardian of *Uma Dhar*, applied for **Grant of Permission** for Sale the said Minor's Property, before the Learned District Judge at Alipore, vide Case No. 32 of 1976 (Act-32) and thereafter the Learned Court passed an Order on 09/03/1976 for grant of permission and on 16/09/1976 by Chalan No.20604, dated 17/09/1976 deposited the entire Consideration Money to the Learned Court, in favour of said Minor Daughter namely *Uma Dhar*.

AND WHEREAS by virtue of a registered Bengali Kobala dated 24th day of September, 1976 corresponding to 7th day of Aswini, 1383 B.S. which was registered in the Office of the Sub-Registrar of Alipore at Alipore and recorded in Book No. I, Volume No. 70, Pages-268 to 275, Being No. 3472, for the year 1976, said *Smt. Leena Dhar* as Mother & Natural Guardian of said Minor Daughter *Uma Dhar* and on her behalf sold, conveyed, transferred and assigned the Minor's Property of **ALL THAT** piece and parcel of Sali Land (Proposed Bastu) measuring 7 Cottahs more or less of **Mouza-Chak Garia**, J.L. No. 26, Pargana-Khaspur, under D.S.R.O. Alipore & A.D.S.R.O. Sealdah, Collectorate Touzi No. 56, R.S. No. 38½, under C.S. Khatian Nos. 11 & 14, R.S. Khatian No. 10, appertaining to C.S. & R.S. Dag No. 1 P. S. Tollygunge thereafter **Jadavpur the then Kasba**, in the District of South 24-Parganas, which is more fully mentioned and described in the **Schedule-A** hereunder written, unto and to and in favour of one of her Tenant by cultivation namely **SMT. KALPANA KARMAKAR** (i.e. the Mother of the Land Owner herein) and the Consideration mentioned therein, free from all encumbrances, charges and attachments whatsoever.

AND WHEREAS after purchasing the aforesaid property, said *Smt. Kalpana Karmakar* (i.e. the Mother of the Land Owner herein), duly mutated

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S/s. DAS CONSTRUCTION
Balcel Das
Proprietor

her name in the Assessment Records of the Kolkata Municipal Corporation and since then said property known and numbered as **K.M.C. Premises No. 18, Chak Garia, Ward No. 109, vide Assessee No. 311090300184, being its Postal Address known as Baghajatin Park, P.O. Panchasayar, Kolkata-700 094, in the District of South 24-Parganas, and has seize and possess of or otherwise well and sufficiently entitled to the same with her family members, by regular payment or rates and taxes to the appropriate authority and constructed a dwelling house thereon.**

AND WHEREAS It is mentioned that as per present physical measurement the said Land shown as **6 Cottahs 15 Chittacks 21.917 Sq. Ft. more or less in place of Purchased Land measuring 7 Cottahs more or less (i.e. some Sq. Ft. Land may be adjusted with the adjacent Road).**

AND WHEREAS by virtue of a registered Deed of Gift, bearing dated 08/12/2021, registered in the Office of the D.S.R.-V, Alipore and recorded in Book No. I, Volume No. 1630-2022, Page from 2129 to 2157, Being No. 05482, for the year 2021, said **Smt. Kalpana Karmamar** gifted and transferred **ALL THAT** piece and parcel of **Bastu Land** measuring **3 (Three) Cottahs 1 (One) Chittacks 20.005 (Twenty point zero zero five) Sq. Ft.**, be the same a little more or less, being **Scheme Plot No. C** out of her total property, together with **Tile shed Structure** standing thereon along with all easement & quasi-easement rights, title, interest, privileges over the said property and adjacent **Road and Common Passages and Road**, situated and lying at **Mouza-Chak Garia, J.L. No. 26, Pargana-Khaspur, under D.S.R.O. Alipore & A.D.S.R.O. Sealdah, Collectorate Touzi No. 56, R.S. No. 38½, under C.S. Khatian Nos. 11 & 14, R.S. Khatian No. 10, appertaining to C.S. & R.S. Dag No. 1 P.S. formerly Tollygunge, then Jadavpur thereafter Kasba then Purba Jadavpur**

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MS. DAS CONSTRUCTION
Balcel Das,
 Proprietor

now Panchasayar, at present within the limits of The Kolkata Municipal Corporation, known as K.M.C. Premises No. 18, Chak Garia, Ward No. 109, vide Assessee No. 311090300184, being its Postal Address known as Baghajatin Park, P.O. Panchasayar, Kolkata-700 094, in the District of South 24-Parganas, which is more fully and particularly described in the Schedule-A hereunder written unto and to and in favour of her Son namely **MR. GOUTAM KARMAKAR**, the Land Owner herein.

AND WHEREAS after getting the aforesaid properties by virtue of the aforesaid Deed of Gift, the Land Owner herein became the owner of Land measuring 3 (Three) Cottahs 1 (One) Chittacks 20.005 (Twenty point zero zero five) Sq. Ft., more or less, more fully mentioned and described in the Schedule-A hereunder written and duly mutated his name in the Assessment Records of the Kolkata Municipal Corporation in respect of his aforesaid property and since then said Schedule-A mentioned Property known & re-numbered as K.M.C. Premises No. 18/A, Chak Garia, Ward No. 109, vide Assessee No. 311090376310, and has seize and possess of or otherwise well and sufficiently entitled to the same as its absolute owner thereof.

AND WHEREAS the Land Owner herein decided to Develop the said Property by Constructing a Multi Storied Building for better enjoyment of the residential accommodation, but due to paucity of Funds and lack of knowledge and experience, he could not materialize his said intention and as such he searching a Competent Person/Developer, who have enough Technical knowledge and experience in Development Works and have sufficient funds and in the meantime he found the aforesaid **M/S. DAS CONSTRUCTION** the aforesaid DEVELOPER herein and has approached it's to fulfill his said intention of development of the Schedule-A mentioned property and the said

Goutam Karmaakar

ME. DAS CONSTRUCTION
Proprietor
Balcel Das,

Developer herein coming to know the intention of the Land Owner, have agreed to Develop the said Schedule-A mentioned property by raising a multi storied building consisting of several self-contained flats/unit etc. and for avoid future disagreement and differences between the Land Owner and the Developer herein this Agreement will be executed & registered between themselves.

AND WHEREAS on or before execution of this Agreement for Development, the Land Owner has represented and assured the Developer herein as follows:-

- a) That the said Property mentioned in the Schedule-A hereunder is free from all sorts of encumbrances, charges and attachment whatsoever or howsoever.
- b) That excepting the Land Owner herein, nobody else has any right, title, interest, claim or demand whatsoever or howsoever upon the Schedule-A mentioned property.
- c) That there is no Notice of Acquisition or Requisition pending in respect of the Schedule-A mentioned property.
- d) That the Land Owner herein have every right or authority to develop the said Schedule-A mentioned property by raising Multi Storied Building as per Sanctioned Building Plan, through the Developer herein.

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY
AND BETWEEN THE PARTIES AS FOLLOWS: -

M/S. DAS CONSTRUCTION
Borlul Das,
Proprietor

Goutam Das

1. **LAND** : ALL THAT piece and parcel of **Bastu Land** measuring **3 (Three) Cottahs 1 (One) Chittacks 20.005 (Twenty point zero zero five) Sq. Ft.**, be the same a little more or less, being **Scheme Plot No. C** together with **Tile shed Structure measuring 200 Sq. Ft.** more or less standing thereon along with all easement & quasi-easement rights, title, interest, privileges over the said property and adjacent Road and Common Passages and Road, situated and lying at **Mouza-Chak Garia, J.L. No. 26, Pargana-Khaspur, under D.S.R.O. Alipore & A.D.S.R.O. Sealdah, Collectorate Touzi No. 56, R.S. No. 38½, under C.S. Khatian Nos. 11 & 14, R.S. Khatian No. 10, appertaining to C.S. & R.S. Dag No. 1 P.S. formerly Tollygunge, then Jadavpur thereafter Kasba then Purba Jadavpur now Panchasayar, at present within the limits of The Kolkata Municipal Corporation, known as K.M.C. Premises No. 18/A, Chak Garia, Ward No. 109, vide Assessee No. 311090376310, being its Postal Address known as Baghajatin Park, P.O. Panchasayar, Kolkata-700 094, in the District of South 24-Parganas, which is more fully and particularly described in the Schedule-A hereunder written.**

2. **BUILDING** : shall mean the New Authorised Construction of **PROPOSED G+III STORIED BUILDING** to be constructed by the Developer over the said Schedule-A mentioned property of the Owners for Residential purpose consisting of **Three Floors and/or Additional Floor as per Building Rules** containing Flats/Units/Apartments and service area as may be permitted by **The Kolkata Municipal Corporation** and according to specifications as mentioned in the Schedule-E hereunder written together with all necessary fittings and fixtures and common spaces.

3. **OWNER AND DEVELOPER**: Owner and the Developer shall include the Land Owner and the Developer and also include their respective heirs,

Goutam Banerjee

MS. DAS CONSTRUCTION
Balul Das,
 Proprietor

transferees / nominees and their respective liabilities that is Owner's liability for Land Title and Developer's liability for total construction thereon.

4. **COMMON FACILITIES**: shall mean the space to be left open for common use of the intending Purchaser/s or occupier and/or Owner Allocated Flat and Developer's Allocated Flats, landings, open spaces in or around the Building, Roofs and other common facilities whatsoever required or necessary for the establishment location, enjoyment, provisions, maintenance and/or management of the Building and/or the common facilities or any of them as the case may be and the applicable.

5. **SALEABLE SPACES** : shall mean the Spaces in the Building which would be made for independent use and occupation except the Owners' Allocations as made herein and after making due provisions for common facilities and the spaces required therefore in all cases.

6. **OWNERS' ALLOCATIONS**: shall mean 50% out of the total F.A.R. (i.e. Entire First Floor and 50% of Third Floor Front Side along with 50% of Car parking Spaces on the Ground Floor), as the Owner's Allocation in the said proposed G+III Storied Building to be constructed, which is more fully mentioned in the Schedule-B hereunder written, together undivided proportionate share or interest of the Schedule-A mentioned land and all sorts of common rights, benefits, facilities, utilities, amenities more fully mentioned and described in the Schedule-D hereunder written, situated at Premises No. 18/A, Chak Garia, Ward No. 109, vide Assessee No. 311090376310, being its Postal Address known as Baghajatin Park, P.O. Panchasayar, Kolkata-700 094, in the District of South 24-Parganas. P.S. previously Tollygunge then

Goutam Banerjee

M/S. DAS CONSTRUCTION

Balraj Das,

Proprietor

Jadavpur then *Kasba* thereafter *Purba Jadavpur* now *Panchasayar*, in the *District of South 24-Parganas*.

7. **DEVELOPER'S ALLOCATION**: shall mean the remaining 50% out of the total F.A.R. (i.e. *Entire Second Floor and 50% of Third Floor Back Side along with 50% of Car parking Spaces on the Ground Floor*), as the *Developer's Allocation* in the said proposed **G+III Storied Building** to be constructed, which is more fully mentioned in the **Schedule-C** hereunder written, together undivided proportionate share or interest of the **Schedule-A** mentioned land and all sorts of common rights, benefits, facilities, utilities, amenities more fully mentioned and described in the **Schedule-D** hereunder written, situated at **Premises No. 18/A, Chak Garia, Ward No. 109, vide Assessee No. 311090376310, being its Postal Address known as Baghajatin Park, P.O. Panchasayar, Kolkata-700 094, in the District of South 24-Parganas. P.S. previously Tollygunge then Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, in the District of South 24-Parganas, save and except the Owners' Allocation and after providing the Owners Allocation.**

8. **ARCHITECT**: shall mean a qualified person/persons or firm appointed by the Developer as Architect of the Building to be constructed on the **Schedule-A** mentioned land of the Owners.

9. **SALEABLE SPACES**: shall mean the Spaces in the Building which would be made for independent use and occupation except the Owners' Allocations as made herein and after making due provisions for common facilities and the spaces required therefore in all cases.

10. **TRANSFEROR**: The Land Owner herein.

M/s. DAS CONSTRUCTION

Baleel Das,

Proprietor

Goutam Karmakar

11. **TRANSFeree**: The Purchaser/s, who will purchase the Flat/Units in the proposed Building. Constructed over the Schedule-A mentioned Land.

TITLE AND INDEMNITIES INCLUDING CONSTRUCTIONAL OBLIGATIONS :

1. The Land Owner declares and represent that she has a good, clear and absolute right, title and interest to the Schedule-A mentioned property and she have a marketable title to enter into this Agreement with the Developer. She also declare that the original title Deed and other relevant papers and documents in respect of the Schedule-A mentioned property shall be handed over to the Developer at the time of execution of this Agreement, which (i.e. the said original title Deed and other relevant papers and documents) shall be returned back by the Developer to the Land Owners, after sale out the Developer's Allocation.

2. That the Land Owner shall sign and execute all papers relating thereto for the Building to be constructed on the said land of the owner as and when required at the costs and requests of the Developer so that the Developer can proceed with the construction over the said land. All expenses for Construction of the proposed Building, including all other incidental expenses shall be borne by the Developer.

3. That all expenses and liabilities for construction which are to be constructed in the said Schedule-A mentioned property shall be borne by the Developer and the Land Owner shall not be liable to bear any expenses and constructional liabilities thereof including the costs and expenses relating to sanction of plans, income tax clearance and other proposed necessary

Goutam Das

M/S. DAS CONSTRUCTION

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Proprietor

preliminary costs and expenses relating to full or phase wise process of construction.

4. *That the Land Owner herein shall pay and discharge all the taxes and outgoings including municipal rates and taxes and all other charges, that may be levied by any Public body or authorities in respect of the said Schedule-A mentioned property up to the date of handing over vacant possession of the said property.*

5. *On the other hand, from the date of taking possession of the Schedule-A mentioned property, the Developer shall pay and discharge all the taxes and outgoings including municipal rates and taxes and all other charges, that may be levied by any public body or authorities in respect of the said property up to the date of Notice for taking possession of the Owner's Allocations.*

6. *That after execution of this Agreement, the Land Owner herein will hand over the vacant possession to the Developers as early as possible.*

7. *That the Developer shall act as an independent contractor in the matter of construction of the Building and also undertake to keep the Land Owner indemnified from and against all third party claims or compensation and action arising out of any act or relating to the construction of the proposed building to be constructed on the said land of the Land Owners.*

ARTICLE-I : EXPLOITATION RIGHT :

1. *After execution of this Agreement made in terms hereof, the Land Owner grant exclusive right to the Developer to build upon and to commercially exploit the said plot of land on the basis of the layout plan approved by the Land Owner by constructing thereon residential flat system building.*

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M/S. DAS CONSTRUCTION

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Proprietor

2. That the Land Owner will be executed and registered a Development **General Power of Attorney** in favour of the Developer herein so that the Developer shall attend before any authority/authorities for getting sanction, to deposit fees and other necessary papers for such sanction, to construct such flats/buildings thereon, to negotiate with the intending Purchaser/s or Buyer/s of flat/s, to fix the price of the flat/flats., if any at its own discretion and receive the Booking Money or Advance Payment/full consideration of the flat/s in respect of the Developer's Allocation, to appear before any Registration Authorities for Registration of the said Flat/s, if any together with the undivided, un-demarcated proportionate share of land after completion of the said proposed building in favour of the nominee/s or respective buyer/s in respect of the Developer's Allocations.

3. The all the papers and documents referred to hereinabove shall be submitted by or in the name of the Land Owner at the costs of the Developer and the Developer shall pay and bear all submission and other like fees, charges and expenses required to be paid or deposited for such construction of the said proposed building on the said land.

4. That the Developer shall abide by all the laws, bye-laws and regulations of the Government, local Bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws and regulations.

ARTICLE - II : BUILDINGS

1. That the Developer shall have exclusive right to construct the Building on the said Schedule-A mentioned property without any hindrances or obstruction from the Land Owner or any person/s claiming through or under

Goutam Banerjee

M/S. DAS CONSTRUCTION
Das
Proprietor

or in trust for them. The type of Construction, Specification of Materials to be used and the detailed Design of the Building shall be as per the choice of the Developer and the Developer shall ensure that the Building shall be constructed with Class-I standard building Materials.

2. The Developer shall commence the Constructional work immediately after getting the sanctioned Building Plan and complete the construction within **24 Months from the date of Sanction the said Building Plan**. It is hereby noted that the said period may be extended for a period of further **six months** in case of any natural calamity such as heavy rain, floods, earth-quake, shortage of raw materials, Riot and other unavoidable circumstances.

ARTICLE – III : CONSIDERATION AND SPACE ALLOCATIONS :

1. That the Land Owner shall be entitled to transfer or dispose off the Owner's Allocations to her nominee/s situated thereon with the knowledge and consent of the Developer and any other person/s shall not in any way interfere with or disturb the quiet and peaceful possession of the Owners' Allocations or any person claiming through or the nominee or nominees of the Land Owners.

2. That the Developer shall be exclusively entitled to the Developer's Allocations in the said building without any disturbances the common facilities situated thereon with the exclusive right to deal with enter into any Agreement for Sale and transfer the same without any right, claims, demands, interest, whatsoever or howsoever of the Land Owner and the Land Owner or any person/s claiming through or in trust for them shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation or any person/s claiming through or the nominee/s of the Developer.

Goutam Kumar

M/S. DAS CONSTRUCTION
Baldev Das,
Proprietor

ARTICLE – IV : COMMON FACILITIES

1. That after completion of the said proposed new building, the Developer shall handover the possession of the Owner's Allocation by serving a notice before handing over the possession of the intending Purchaser/s of the Developer's Allocation in the said Building and on and from the date of putting the owner in possession of the Owners' Allocation and at all times thereafter the Land Owner shall be exclusively responsible for payment of all Municipal and property taxes, duties, dues and other statutory outgoings and impositions whatsoever payable in respect of the Owners' Allocation and equally the Developer shall be exclusively responsible for payment of all the said rates and taxes payable in respect of the Developer's Allocation.

ARTICLE – V : COMMON RESTRICTION :

The Owners' Allocations in the Building shall be subject to the same restrictions on terms and use as are applicable to the Developer's Allocations in the said Building intended for the common benefits or all occupiers of the said Building which shall include the followings :

1. The Land Owner or the Developer or any of their transferees shall not use or permit to use their respective allocation in the building or any portion thereof for carrying on any other illegal and immoral trade or activity nor use or allow the same to be used for any purpose which may create a nuisance or hazard to the other occupiers of the building.

2. The Land Owner or the Developer or any of their transferees shall not demolish or permit to demolition of any Wall or other structure in their respective allocations or any portion thereof or make any structural alterations

therein without the previous consent of the Developer, Management, Society / Association / Holding / Organisation envisaged hereinafter on this behalf.

3. The Land Owner and the Developer and any of their transferees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor, Ceiling etc. in their respective allocation in the said Building in good working condition and repair and in particular so as not to cause any damage to the Building or any other space or accommodation therein and shall keep the owners or the Developer and other occupiers of the Building as the case may be indemnified from and against the consequences of any breach.

4. The Land Owner or the Developer or any of their transferees shall not do or permit to be done any act or thing which may render void and voidable may insurance of the building or any part thereof and shall keep the Owners or the Developer and other occupiers of the Building as the case may be harmless and indemnified from and against the consequences of any breach.

5. No goods or other items shall be kept by the Land Owner or the Developer or any other occupiers for display or otherwise in the corridor or other place for common use in the said building and no hindrance shall be caused in any manner in the free movement in the building and in case any such hindrance is caused by them and in that event the Owner / Developer or the Management / Society / Holding / Organization / Association shall be entitled to remove the same at the risks and costs of the person who keeps goods or create such hindrances.

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M/S. DAS CONSTRUCTION

Baldev Das

Proprietor

6. That the owner or the Developer or any other occupiers of the said building shall permit the Owners / Developer or Associations / Management or its servants and agents with or without workmen and other at all reasonable times to enter in the building and any part thereof and the owners or developer or any of the occupiers of the said building as the case may be rectified immediately upon the receipt of such notice at all such defects of which notice in writing shall be given by the owner / Developer or the management / Associations / Organization.

7. The Land Owners/Developer or Occupiers of the said building shall not throw or accumulate any dirt, rubbish, waste or refuse or permit to be thrown or accumulated in or around the said building or in the compounds, corridors or any other portions of the said building.

8. As soon as the Building is completed the Developer shall give written notice to the Land Owner to take possession of the Owners' Allocation in the said new Building and from the date of service of such notice and at all times thereafter the Owner shall be exclusively responsible for payment of all Municipal taxes and other taxes, impositions whatsoever.

ARTICLE – VI : MISCLLENEOUS :

1. That the Land Owner and the Developer herein have entered into this Agreement for Development purely on a Principal-to-Principal basis and nothing stated herein shall be deemed as Partnership between the Land Owner and the Developer or as a joint venture between the Parties.

2. The Land Owner shall be entitled to visit or inspect the construction works and to look into the progress herein if necessary to be accompanied by their own Engineer.

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M/s. DAS CONSTRUCTION
Baleel son,
Proprietor

3. That all risks, responsibilities, liabilities shall be vest upon the Developer viz. works of construction, recruit and discharge the Labour, Contractor, Mistry and allied nature of things and the Land Owner will not be liable or responsible for that.

4. That the Developer shall be at liberty to advertise in the Daily News Papers or put-up Sign Board on the said land, for sell of the flats from the Developer's Allocations and in that event the Land Owner shall not create any objection or obstruction in this regard

SCHEDULE – A REFERRED TO ABOVE:

(Description of Land where the proposed building will be constructed)

ALL THAT piece and parcel of Bastu Land measuring 3 (Three) Cottahs 1 (One) Chittacks 20.005 (Twenty point zero zero five) Sq. Ft., be the same a little more or less, being Scheme Plot No. C together with Tile shed Structure measuring 200 Sq. Ft. more or less standing thereon along with all easement & quasi-easement rights, title, interest, privileges over the said property and adjacent Road and Common Passages and Road, situated and lying at Mouza-Chak Garia, J.L. No. 26, Pargana-Khaspur, under D.S.R.O. Alipore & A.D.S.R.O. Sealdah, Collectorate Touzi No. 56, R.S. No. 38½, under C.S. Khatian Nos. 11 & 14, R.S. Khatian No. 10, appertaining to C.S. & R.S. Dag No. 1 P.S. formerly Tollygunge, then Jadavpur thereafter Kasba then Purba Jadavpur now Panchasayar, at present within the limits of The Kolkata Municipal Corporation, known as K.M.C. Premises No. 18/A, Chak Garia, Ward No. 109, vide Assessee No. 311090376310, being its Postal Address known as Baghajatin Park, P.O. Panchasayar, Kolkata-700 094, in the District of South 24-Parganas, Road Zone: Chakgaria – Rest, which is butted and bounded as follows:-

M/s. DAS CONSTRUCTION

Balcel Das,
Proprietor

Goutam Kumar

ON THE NORTH BY :: Por. of Pre. No. 20, Chak Garia.

ON THE SOUTH BY :: 20'-0" Wide K.M.C. Road.

ON THE EAST BY :: Boundary Wall of Peerless Hospital.

ON THE WEST BY :: Land of Tania Karmakar.

SCHEDULE – B REFERRED TO ABOVE :
(OWNERS' ALLOCATIONS)

ALL THAT shall mean 50% out of the total F.A.R. (i.e. **Entire FIRST FLOOR and 50% of THIRD FLOOR Front Side along with 50% of Car parking Spaces on the Ground Floor**), as the **Owner's Allocation** in the said proposed **G+III Storied Building** to be constructed, together undivided proportionate share or interest of the Schedule-A mentioned land and all sorts of common rights, benefits, facilities, utilities, amenities more fully mentioned and described in the Schedule-D hereunder written, situated at **Premises No. 18/A, Chak Garia, Ward No. 109, vide Assessee No. 311090376310, being its Postal Address known as Baghajatin Park, P.O. Panchasayar, Kolkata-700 094, in the District of South 24-Parganas. P.S. previously Tollygunge then Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, in the District of South 24-Parganas.**

SCHEDULE – C REFERRED TO ABOVE:
(DEVELOPER'S ALLOCATIONS)

ALL THAT the remaining 50% out of the total F.A.R. (i.e. **Entire SECOND FLOOR and 50% of THRD FLOOR Back Side along with 50% of Car parking Spaces on the Ground Floor**), as the **Developer's Allocation** in the said proposed **G+III Storied Building** to be constructed, together undivided proportionate share or interest of the Schedule-A mentioned land and all sorts of common rights, benefits, facilities, utilities, amenities more fully

mentioned and described in the Schedule-D hereunder written, situated at Premises No. 18/A, Chak Garia, Ward No. 109, vide Assessee No. 311090376310, being its Postal Address known as Baghajatn Park, P.O. Panchasayar, Kolkata-700 094, in the District of South 24-Parganas. P.S. previously Tollygunge then Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, in the District of South 24-Parganas, save and except the Owners' Allocation and after providing the Owners Allocation.

SCHEDULE – D REFERRED TO ABOVE :

(Description of Common rights, facilities, utilities, amenities etc.)

1. Foundation Columns, Beam, Vertical Beams and Lateral supports, main walls, common walls, Partition Walls, main entrance, Main Gate in the said Building.
2. Installations of common services viz. electricity, water lifting pipes, plumbing, sewerage, drainage, rain water pipes etc.
3. Water Pump and Motor including Pump House.
4. Water Tank on the Roof and Underground water Reservoir.
5. Septic Tank on the Ground Floor.
6. Water supply from the Overhead Tank to the respective flats as per Availability of the K.M.C. Water
7. Common Staircases, Landings, lobbies in the said premises.
8. Lightings in the common spaces, passages, staircases, landings including fittings and fixtures.
9. Common Electric Meter and Box.
10. Open Spaces surrounding the said buildings.
11. Land Owners, Developer and Flat Owners' shall have right to install T.V. Antennas on the Roof of the said building and to fix wire wherefrom to the respective flats and to have access thereto for repairing and maintenance of the T.V. Antenna and Water Reservoir (Overhead).
12. All other parts of the said building necessary for its existing maintenances and safety for normally in common use of the owners of the respective flats and ultimate roof of the said building.

Goutam Chakraborty

Balcel Das,

Proprietor

IN WITNESS WHEREOF the PARTIES have hereunto sets and subscribed their respective hands and seal on this the day, month and year first above written;

SIGNED, SEALED & DELIVERED

in the presence of:

WITNESSES

1. Susmita Sarkar
3/1A, Chittaranjan Colony
Kolkata - 700032

2. Swapan Kr. Mondal.
Alipore Police Court
Kolkata - 700027.

Ms. DAS CONSTRUCTION

Balcel Das,

Proprietor

SIGNATURE OF THE DEVELOPER

Goutam Kancher

SIGNATURE OF THE LAND OWNER

Drafted by me

Arpita Mondal.

(ARPITA MONDAL)

Advocate

Alipore Police Court,

Kolkata :::: 700 027

Enl. No. F/131/186/2016

COMPUTER PRINTED BY :

Swapan Kr. Mondal

(SWAPAN KUMAR MONDAL)

ALIPORE POLICE COURT,

KOLKATA ---- 700 027.

SCHEDULE-E
(SPECIFICATION OF WORKS)

1. **STRUCTURE:** The building shall be R.C.C. framed structure.
2. **FOUNDATION BEDDING:** P.C.C. (1:3:6) on 3" thick B.P.S.
3. **BRICK WALL.**
 - a. All exterior brick work shall be 8" thick with bricks of approved quality of C.M. (1:6) all Partition wall shall be 3 " thick with bricks of approved quality of C.M.C. (1:4).
3. **FLOORS.**
 - b. Floor Bedding: P.C.C. (1:3:6) floor bedding 4" thick soling in ground floor.
 - c. Floor Finish & Skirting Dado etc. : will be **Marble/Victrified Tiles finish**
4. **PLASTER:** The outside of the Building will have **sand cement** plaster (1:4) whereas the inside and the ceiling Plaster will be ½" thick (average) in C.M. (1:4) and inside wall shall be plaster of Paris.
5. **DOORS & WINDOWS:** Commercial Flush Door painted both side, Sal wood door frame as approved by the Architect, Steel Tower Bolt from inside, Telescopic Peephole,
6. **WINDOWS:** a) Aluminum Sliding window with glass as per approved design of Architect,
7. **WHITE WASH & COLOUR:** The Building shall be painted externally with Weather coat. The inside of the Flat shall be Plaster of Paris on the Plaster surface.
8. **TOILET & KITCHEN:** a) Cooking Platform (Green Marble), b) Bath – One Western-cum-Eastern type White Commode and one White Plastic cistern, One Shower, Two Tap (with cold & hot water system), One Geyser Point, c) One White colour wash basin in Toilet or Liv. / Dining, Toilet Floor will be finished by Marble and wall is to be covered with glazed tiles with 6' height,

Kitchen : One Kitchen Sink, Two Taps i.e. one for Sink & another is under the Sink for washing utensils, One, Kitchen Walls above the Cooking Platform will be finished by tiles approx.. 3'-6'.

9. **ELECTRICAL INSTALLATIONS**: *All electric lines will be concealed with copper wire and all materials will be I.S.I.*

- a) *Each Bedroom : 3 light points, 1 Fan point, 1 Plug point, (1 A.C. point only Master Bedroom).*
- b) *Living / Dining Room : 3 light points, 1 Fan points, 2 Plug points.*
- c) *Kitchen : 1 light point, 1 Exhaust Fan point, 1 Power point & 1 Plug point.*
- d) *Toilet : 1 light point, 1 Exhaust fan point, 1 Geyser point.*
- e) *Each Balcony : 1 light point & 1 Plug point.*

All wiring will be as or existing C.E.S.C. Rules and regulations.

12. **WATER SUPPLY** : *One R.C.C. cum Brick Gathni Overhead Reservoir will be provided on the top of the last Room as per design. The suitable electric Pump with Motor will be installed at Ground Floor to deliver water to overhead Reservoir. Corporation water only.*

13. **COMPOUND** : *M.S. Grill Gate as per approved design of the Architect and painted both side.*

14. **PUMP & MOTOR**: *Reputed Company's Pump & Motor will be provided.*

15. **LIFT & ACCESSORIES** : *One 4 (Four) Passengers Life with its Accessories will be installed in the said proposed Building at the said premises.*

M/s. DAS CONSTRUCTION

Balcul Das.

Proprietor

SIGNATURE OF THE DEVELOPER












Gouti Khandera

SIGNATURE OF THE LAND OWNER

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












Name.....

Signature.....

		Thumb	1st finger	middle finger	ring finger	small finger
 <i>Goutam Karmakar</i>	left hand					
	right hand					

Name GOUTAM KARMAKAR

Signature *Goutam Karmakar*

		Thumb	1st finger	middle finger	ring finger	small finger
 <i>Babul Das</i>	left hand					
	right hand					

Name BARBUL DAS

Signature *Babul Das*



Govt. of West Bengal
Directorate of Registration & Stamp Revenue
GRIPS eChallan

GRN Details

GRN: 192022230045482028 Payment Mode: Online Payment (SBI Epay)
GRN Date: 08/06/2022 13:18:15 Bank/Gateway: SBIEpay Payment Gateway
BRN : 5397725297133 BRN Date: 08/06/2022 13:22:35
Gateway Ref ID: 202215962622593 Method: State Bank of India New PG
DC
Payment Status: Successful Payment Ref. No: 2001652094/2/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: Goutam Karmakar
Address: 3/1A, Chittaranjan Colony P.O. jadavpur, South 24 parga
Mobile: 9830736652
Depositor Status: Buyer/Claimants
Query No: 2001652094
Applicant's Name: Mr S Ghosal
Identification No: 2001652094/2/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001652094/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	9520
2	2001652094/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	9541

IN WORDS: NINE THOUSAND FIVE HUNDRED FORTY ONE ONLY.

Major Information of the Deed

Deed No :	I-1630-03311/2022	Date of Registration	17/06/2022
Query No / Year	1630-2001652094/2022	Office where deed is registered	
Query Date	02/06/2022 1:16:51 PM	D.S.R. - V SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	S Ghosal Thana : Alipore, District : South 24-Parganas, WEST BENGAL, Mobile No. : 8013581088, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 83,97,769/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,020/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :




District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Chak Garia, Road Zone : (Chakgaria -- Rest) , Premises No: 18/A, , Ward No: 109 Pin Code : 700094

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha 1 Chatak 20.005 Sq Ft	1/-	83,43,769/-	Width of Approach Road: 20 Ft.,
Grand Total :				5.099Dec	1/-	83,43,769 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	200 Sq Ft.	1/-	54,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		200 sq ft	1/-	54,000 /-	



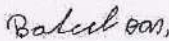
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Goutam Karmakar Son of Narottam Karmakar Executed by: Self, Date of Execution: 17/06/2022 , Admitted by: Self, Date of Admission: 17/06/2022 ,Place : Office	 17/06/2022	 LTI 17/06/2022	 17/06/2022
3/1A,Chittaranjan Colony, City:- Not Specified, P.O:- Jadavpur University, P.S:-Jadavpur, District:- South 24-Parganas, West Bengal, India, PIN:- 700032 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: Blxxxxxx8h, Aadhaar No: 29xxxxxxxx8384, Status :Individual, Executed by: Self, Date of Execution: 17/06/2022 , Admitted by: Self, Date of Admission: 17/06/2022 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	DAS CONSTRUCTION 4A,Lake West Road, City:- Not Specified, P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075 , PAN No.:: Adxxxxx7I,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Babul Das (Presentant) Son of Late Makhan Lal Das Date of Execution - 17/06/2022, , Admitted by: Self, Date of Admission: 17/06/2022, Place of Admission of Execution: Office	 Jun 17 2022 12:33PM	 LTI 17/06/2022	 17/06/2022
9/A,Canal North Road, City:- Not Specified, P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx7L, Aadhaar No: 31xxxxxxxx3566 Status : Representative, Representative of : DAS CONSTRUCTION (as PROPRIETOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Susmita Sarkar Wife of Goutam Karmakar 3/1A, Chittaranjan Colony, City:- Not Specified, P.O:- Jadavpur University, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032			

	17/06/2022	17/06/2022	17/06/2022
Identifier Of Goutam Karmakar, Babul Das			

Transfer of property for L1		
SI.No	From	To. with area (Name-Area)
1	Goutam Karmakar	DAS CONSTRUCTION-5.09897 Dec
Transfer of property for S1		
SI.No	From	To. with area (Name-Area)
1	Goutam Karmakar	DAS CONSTRUCTION-200.00000000 Sq Ft

Endorsement For Deed Number : I - 163003311 / 2022

On 17-06-2022

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 12:24 hrs on 17-06-2022, at the Office of the D.S.R. - V SOUTH 24-PARGANAS by Babul Das .

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 83,97,769/-

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

Execution is admitted on 17/06/2022 by Goutam Karmakar, Son of Narottam Karmakar, 3/1A,Chittaranjan Colony, P.O: Jadavpur University, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by Profession Business

Indetified by Susmita Sarkar, , , Wife of Goutam Karmakar, 3/1A, Chittaranjan Colony, P.O: Jadavpur University, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by profession House wife

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

Execution is admitted on 17-06-2022 by Babul Das, PROPRIETOR, DAS CONSTRUCTION, 4A,Lake West Road, City:- Not Specified, P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075

Indetified by Susmita Sarkar, , , Wife of Goutam Karmakar, 3/1A, Chittaranjan Colony, P.O: Jadavpur University, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by profession House wife

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53/- (E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/06/2022 1:22PM with Govt. Ref. No: 192022230045482028 on 08-06-2022, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 5397725297133 on 08-06-2022, Head of Account 0030-03-104-001-16

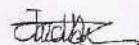
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 500/-, by online = Rs 9,520/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 10717, Amount: Rs.500/-, Date of Purchase: 09/06/2022, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/06/2022 1:22PM with Govt. Ref. No: 192022230045482028 on 08-06-2022, Amount Rs: 9,520/-, Bank: SBI EPay (SBlePay), Ref. No. 5397725297133 on 08-06-2022, Head of Account 0030-02-103-003-02



Jaideb Pal
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1630-2022, Page from 133404 to 133436

being No 163003311 for the year 2022.



Digitally signed by JAIDEB PAL
Date: 2022.06.20 16:38:49 +05:30
Reason: Digital Signing of Deed.

(Jaideb Pal) 2022/06/20 04:38:49 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)