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भारतीय गैर न्यायिक

पचास
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FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

V 291488

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

Actg. Dist. Sub-Registrar
Chennai, South 84 PARGANAS

03 JUL 2017

AGREEMENT FOR JOINT VENTURE

THIS AGREEMENT made and executed on this 30th day of June, Two Thousand and Seventeen BETWEEN :

(1) SRI ANINDYA BASU, (PAN NO.AEJPB0559E) and (2) SRI ARNAB BASU, (PAN NO.AEGPB8950G), both sons of Late Nityananda Basu, both by faith Hindu, by occupation Architect and Engineer respectively both residing at Premises No. 82/7D, Ballygunge Place, Police Station Gariahat, Post Office Ballygunge, Kolkata - 700 019 hereinafter collectively called and

34335

SWAPAN KUMAR DAS
Advocate
High Court, Calcutta
12, Old Post Office Street
Kolkata-700 001

NAME.....
ABO.....
22 JUN 2017
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, N. S. Road, Kolkata

22 JUN 2017
22 JUN 2017



Signature.....
03 JUL 2017
ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

Nautin Dng
s/o Late S. D.
B. Baker Row
Kolkata
P.S. & P.O. Alipore

referred to as the "OWNERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the ONE PART;

AND

MESSRS GRIHO NIRMAN ASSOCIATES, (PAN NO. AAFFG9883N) a Partnership Firm having its principal office at 82/7H, Ballygunge Place, at present 82/9A, Ballygunge Place, Post Office Ballygunge, Police Station Gariahat, Kolkata-700 019, herein represented by its two partners SRI ASHOKE KUMAR ROY, (PAN NO. ADEPR5803R) son of Late Hirendra Lal Roy by faith Hindu, by occupation Business residing at the premises No. 1/1A, Jamini Roy Sarani (Ballygunge Place East), Post Office Ballygunge, Police Station Gariahat, Kolkata-700 019 and SRI ARJUN SINGH, (PAN NO. ASQPS8610L) son of Late Shyamji Singh by faith Hindu, by occupation Business residing at the premises No. 82/8A, Ballygunge Place, Post Office Ballygunge, Police Station Gariahat, Kolkata-700 019 in the District of South 24-Parganas hereinafter collectively referred to as the "PROMOTERS/DEVELOPERS" (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, administrators, legal representatives successors-in-office and assigns) of the OTHER PART

WHEREAS One Surendra Nath Banerjee purchased from one Abdul Wahed Khan and Abdul Sattar Khan all that piece or parcel of land measuring 1 (One) Bigha, 7 (Seven) Cottahs and 12 (Twelve) Square Feet more or less by a Deed of Conveyance dated 31st May 1915 which was registered in Book No.1,

Volume 15, Pages 233 to 238, Being No. 1478 for the year 1915 in the office of District Sub Registrar at Alipore, District 24 Parganas.

AND WHEREAS the said Surendra Nath Banerjee subsequently sold and transferred a portion of the said land measuring 14 (Fourteen) Cottahs, 3 (Three) Chittacks to other persons and retained in possession the remaining portion of the land measuring 13 (Thirteen) Cottahs, 1 (One) Chittack and 33 (Thirty Three) Square feet of land more or less and built and erected a two storied building for his residence for his family members and was assessed as premises no. 10 Dehi Serampore Lane in the Municipal Register of Corporation of Calcutta.

AND WHEREAS while seized and possessed as a absolute Owner of the said premises no. 10 Dehi Serampore Lane, Police Station Ballygunge, District 24 Parganas, the said Surendra Nath Banerjee died intestate on 21st April 1936 leaving behind him his wife Smt Sarala Bala Devi and five sons namely Sachi Kumar Banerjee, Sanat Kumar Banerjee, Surhid Kumar Banerjee, Sisir Kumar Banerjee and Sushil Kumar Banerjee as his legal heirs and heiress and was governed by the Dhayabhaga School of Hindu Law.

AND WHEREAS the said legal heirs and heiress of Surendra Nath Banerjee thus jointly seized and possessed of the said property and became absolute Joint Owners thereof.

AND WHEREAS the said joint Owners got the out houses demolished and built and constructed a separate one storied building in the said premises for their occupation jointly at their own cost and expenses.

AND WHEREAS the said two separate building was assessed and registered as premises no. 10A and 10B Dehi Serampore Lane Calcutta in the record of Municipal Register of Corporation of Calcutta.

AND WHEREAS by a Deed of Partition dated 8th July 1955 made amongst all the joint Owners in respect of premises no. 10A and 10B Dehi Serampore Lane Calcutta comprising of two separate brick built buildings standing and erected on portion of the said land measuring 13 (Thirteen) Cottahs, 1 (One) Chittacks, 33 (Thirty Three) Square Feet of Revenue Redeemed Land more fully described in Schedule "A" of the said Deed of Partition were divided by Metes and Bounds in five equal parts and separately allotted to five sons of Surendra Nath Banerjee and the said Sarala Bala Devi was given maintenance during her natural life in lieu of her share in the said property and to be paid by the said five co-shares.

AND WHEREAS the said Deed of Partition was duly registered in Book No. 1, Volume No. 30, Being No. 1504 for the year 1955 which was registered in the office of Sub- Registration Office at Sealdah, District 24 Parganas.

AND WHEREAS a plan was prepared and made a part of the said Deed of Partition showing the said entire property in five lots bounded with distinct border and bearing distinctive lot nos.

AND WHEREAS the northern portion of the said one storied building comprising of 2 (Two) Cottahs, 11 (Eleven) Chittacks of Revenue Redeemed Land forming out of the said premises no. 10B Dehi Serampore Lane Calcutta

AND WHEREAS the said two separate building was assessed and registered as premises no. 10A and 10B Dehi Serampore Lane Calcutta in the record of Municipal Register of Corporation of Calcutta.

AND WHEREAS by a Deed of Partition dated 8th July 1955 made amongst all the joint Owners in respect of premises no. 10A and 10B Dehi Serampore Lane Calcutta comprising of two separate brick built buildings standing and erected on portion of the said land measuring 13 (Thirteen) Cottahs, 1 (One) Chittacks, 33 (Thirty Three) Square Feet of Revenue Redeemed Land more fully described in Schedule "A" of the said Deed of Partition were divided by Metes and Bounds in five equal parts and separately allotted to five sons of Surendra Nath Banerjee and the said Sarala Bala Devi was given maintenance during her natural life in lieu of her share in the said property and to be paid by the said five co-shares.

AND WHEREAS the said Deed of Partition was duly registered in Book No. 1, Volume No. 30, Being No. 1504 for the year 1955 which was registered in the office of Sub- Registration Office at Sealdah, District 24 Parganas.

AND WHEREAS a plan was prepared and made a part of the said Deed of Partition showing the said entire property in five lots bounded with distinct border and bearing distinctive lot nos.

AND WHEREAS the northern portion of the said one storied building comprising of 2 (Two) Cottahs, 11 (Eleven) Chittacks of Revenue Redeemed Land forming out of the said premises no. 10B Dehi Serampore Lane Calcutta

numbered as lot no. 4 in the said partition plan and also fully described in Schedule "Kha" of the said Deed of Partition was exclusively allotted to Sushil Kumar Banerjee in his one-fifth share.

AND WHEREAS Sushil Kumar Banerjee thus seized and possessed exclusively became the absolute Owner thereof of the said property as described as lot no.4 in the said partition plan and more fully described in the said Deed of Partition free from all encumbrances.

AND WHEREAS Sushil Kumar Banerjee got his name mutated in the records of the Corporation of Calcutta and the said property was separated from 10B Dehi Serampore Lane Calcutta, assessed and numbered as premises no.10D, Dehi Serampore Lane, formerly renamed as Ballygunge Place East at present know as Jamini Roy Sarani.

AND WHEREAS by virtue of Sale Deed dated 25.07.1979 made between Sushil Kumar Banerjee, therein referred to as Vendor of the One Part and Smt. Madhabi Basu, therein referred to as Purchaser of the Other Part, the said Vendor duly sold, conveyed, transferred and assigned one half share of All That piece or parcel of land measuring 2 Cottahs 11 Chittacks, more or less together with two storied puuca masonry building together with all fixtures and fittings, situated at premises no. 10D, Ballygunge Place East, under Kolkata Municipal Corporation, under Ward No.68 being dearly bordered with "RED" colour ink annexed in said Sale Deed and duly registered before the Additional District Sub Registrar, Sealdah South 24 Parganas recorded in Book No. I, Volume No. 25, Page from 240 to 253, Being No. 696 for the year 1979.

AND WHEREAS by another Deed of Sale dated 25.07.1979 made between Sushil Kumar Banerjee, therein referred to as Vendor of the One Part and Smt. Archana Basu therein referred to as Purchaser of the Other Part, the said Vendor duly sold, conveyed, transferred and assigned one half share of All That piece and parcel of land measuring 2 Cottahs 11 Chittacks, more or less together with two storied puuca masonry building together with all fixtures and fittings, situated at premises no. 10D, Ballygunge Place East, under Kolkata Municipal Corporation, under Ward No.68.

AND WHEREAS by virtue of the aforementioned Deeds Smt Madhabi Basu and Smt Archana Basu thus seized and possessed and became the absolute Joint Owners of the said property being premises no. 10D, Ballygunge Place East, under Kolkata Municipal Corporation, Ward No.68, free from all encumbrances, charges or liens whatsoever.

AND WHEREAS Smt. Madhabi Basu and Smt. Archana Basu got their names mutated in respect of the said property as recorded owners in the Assessment records of Kolkata Municipal Corporation being premises no. 10D, Ballygunge Place East, Calcutta- 700 019 under Assessee No.11-068-05-0119-1 and Ward No. 68 and were regularly paying rates and taxes in respect of the said property.

AND WHEREAS the aforesaid Deed dated 25.07.1979 in which Sushil Kumar Banerjee therein referred to as the Vendor on the One Part and Smt. Archana Basu therein referred to as Purchaser of the Other Part in respect of one half share in All That piece or parcel of land measuring 2 Cottahs 11 Chittacks, more or less together with two storied puuca masonry building together with all fixtures and fittings, situated at premises no. 10D, Ballygunge Place East, under

Kolkata Municipal Corporation, Ward No.68 was either untraceable or misplaced from her custody, for which she had followed all the necessary legal formalities.

AND WHEREAS Smt Madhabi Basu died intestate on 22.08.2000 who was governed by the Dhayabhaga School of Hindu Law leaving behind her husband Gour Mohan Basu and two married daughters namely Smt Sudeshna Banerjee and Smt Nandini Majumdar as her legal heir and heiresses.

AND WHEREAS Gour Mohan Basu died intestate on 01.12.2008 who was governed by the Dhayabhaga School of Hindu Law leaving behind him two married daughters namely Smt Sudeshna Banerjee and Smt Nandini Majumdar as his legal heiresses.

AND WHEREAS Smt Archana Basu, Smt Sudeshna Banerjee and Smt Nandini Majumdar thus became the absolute Joint Owners of All That piece or parcel of land measuring 2 (Two) Cottahs 11(Eleven) Chittacks, more or less together with two storied building, lying and situated at premises no. 10D, Ballygunge Place East, at present known as Jamini Roy Sarani, Police Station Gariahat, Kolkata – 700019 in Ward No.68 in the District of 24 Parganas .

AND WHEREAS by a Deed of Gift dated 20th June, 2016 made between Smt Archana Basu, therein referred to as the Donor of the One Part and Sri Anindya Basu and Sri Arnab Basu therein referred to as the Donees of the Other Part, wherein Smt Archana Basu out of her natural love and affection for her sons gifted her share of All That piece or parcel of land measuring 1 (one) Cottah, 5 (five) Chittacks, 22.5 (twenty two point five) square feet out of the total land measuring 2 (Two) Cottahs 11(Eleven) Chittacks, more or less

together with undivided half share in the two storied building, measuring 1487 (one thousand four hundred eighty seven) square feet within Mouza Panchannagram, Southern Ballygunge, Division 5, Sub- Division 1, Holding No. Old 29 and new 119, lying and situated at premises No. 10D, Jamini Roy Sarani formerly Ballygunge Place East, Police Station Gariahat, Kolkata – 700019, within the limits of Kolkata Municipal Corporation under Ward No.68, being Assessee No.11-068-05-0119-1, in the District of 24 Parganas South duly which was duly registered before the office of Additional District Sub Registrar, Alipore South 24 Parganas and recorded in Book No. I, Volume No. 1605-2016, Page from 115547 to 115568, Being No. 160504232 for the year 2016.

AND WHEREAS Smt Sudeshna Banerjee ,Smt Nandini Majumdar , Sri Anindya Basu and Sri Arnab Basu thus became the absolute Joint Owners of All That piece or parcel of land measuring 2 (Two) Cottahs 11(Eleven) Chittacks, more or less together with two storied building, lying and situated at premises No. 10D, Jamini Roy Sarani formerly Ballygunge Place East, Police Station Gariahat, Kolkata – 700019, within the limits of Kolkata Municipal Corporation under Ward No.68, being Assessee No.11-068-05-0119-1, in the District of 24 Parganas South free from all encumbrances, charges or liens whatsoever.

AND WHEREAS the Owners herein along with the other Co-Owners and Promoters/Developers/Builders have jointly agreed and settled terms and conditions for their mutual benefit and interest for finalisation of promoting and developing the property and it covenanted as under :-

1. That the Owners have agreed to give to develop and promote and the Developers/Promoters/Builders have agreed to take and accept to

develop and promote All That undivided half share in the land measuring 1 (one) Cottah 5 (five) Chittacks 22.5 (twenty two point five) square feet out of the total land measuring 2 (Two) Cottahs 11(Eleven) Chittacks, more or less together with two storied building, situated at premises No. 10D, Jamini Roy Sarani formerly Ballygunge Place East, Police Station Gariahat, Kolkata – 700019, within the limits of Kolkata Municipal Corporation under Ward No.68, being Assessee No.11-068-05-0119-1, in the District of 24 Parganas South which is more fully described and mentioned in the Schedule 'A' hereinbelow hereinafter referred to as 'the said property'.

2. That the Owners have not entered into any Memorandum of Understanding and/or Agreement for Sale and/or Agreement for Joint Venture and/or Agreement to develop of the said property with any person or persons, firms or company prior to this present. If so, all the Agreement previous to this present will be liable to be cancelled and this present Agreement will be in force.
3. That the Owners shall make out a good marketable title of the said property and will produce all the relevant records, papers, documents and any other deeds to the Promoters/Developers.
4. That the Promoters/Developers will bear all cost and expenses for preparing Plan, submission of the same, payment of Sanctioned fees and obtaining sanctioned plan and/or revised sanctioned plan of the said property from the Kolkata Municipal Corporation and the Owners will sign all papers, documents, plan etc. to be produced by the Promoters/Developers from time to time.

5. That if the said land is found to be notified for requisition by Government or any Public Body this Agreement will at the option of the Promoters/Developers stand cancelled.
6. The Owners will also execute a registered General Power of Attorney in favour of the Promoters/Developers authorising and empowering Promoters/Developers to take all necessary steps in connection with the construction of the proposed building on the said land, sale of flats, and execution of conveyances relating thereto with common facilities in Promoters/Developers allocation in the proposed construction, appointment of Engineers, Architects, Agents, Contractors, etc. and to represent the Owners before the Municipal Authority and any other authority or authorities concerned, to sign any application, schemes, drawings, maps or any other writings for deviation or alteration in this behalf, appear before any authority or authorities and undertake the construction of the proposed building.
7. That the Promoters/Developers shall be entitled to enter in to agreement for sale of the flats in the proposed building at any time after execution of these presents by accepting earnest Money and/or advance from the individual buyer relating to sale of Flats in Promoters/Developers allocation of the said new building to be constructed.
8. That the Promoters/Developers will have to complete the construction of the buildings and hand-over Owner' allocation to the Owner within 34 (thirty four) months from the date of execution of this Agreement for development. In case Promoters/Developers fail to complete the building and further fail to handover the Owners' allocation to the Owner within 34 (thirty four) months due to any unforeseen

circumstances, the aforesaid period of 34 (thirty four) months will be extended till completion of the said new building, which should not exceed 40 (forty) months under any circumstances, further failing which, the Owners shall be compensated by a monthly sum of Rs.5,000.00 (Rupees five thousand) only payable to each Owners by the 5th day of the month till completion of the building and handover of Owners' possessions described morefully in the following clause 10.

9. That the Promoters/Developers herein may amalgamate the said premises with the adjacent premises being premises No. 10E, Jamini Roy Sarani, Police Station Gariahat, Kolkata- 700019 at their own cost and expenses. The Owners herein shall cooperate and sign all necessary documents to be required for such amalgamation as and when required by the Promoters/Developers.

10. That the Owners herein will be allotted a flat measuring a covered area of 575 square feet more, or less on the second floor (as per KMC building by laws prevalent) and 1 no covered car parking space and the Promoters/Developers will be allotted the entire first and third floor and the remaining car parking space to be sanctioned by the Kolkata Municipal Corporation in respect of the land morefully mentioned and written in the schedule below. The Promoters/Developers will solely responsible for evicting existing tenants at their own cost and expenses.

That in case if the said premises is amalgamated with the adjacent premises being premises No. 10E, Jamini Roy Sarani, Police Station Gariahat, Kolkata- 700019 in that event the Owners herein along with the other Co-Owners will be allotted 2 nos. flats altogether measuring

a covered area of 1150 square feet more or less (as per KMC building by laws prevalent) on the second floor along with two nos. covered car parking space in that amalgamated premises. The area of the said flats shall be calculated on the F.A.R. available in respect of the land area morefully mentioned and written in the schedule below.

11. That in consideration of the Owners permitting and granting exclusive right to Promoters/Developers to build ground plus three storied building upon the said property and to sell and transfer the flats, car-parking spaces and other portion of the proposed building at the said property (except the Owner's allocation/flats) together with the proportionate land comprised in the said property and realise and appropriate the sale-proceeds thereof. That the roof right and mandatory open spaces around the building of the proposed construction shall be held and enjoyed by both the Parties.
12. That the Promoters/Developers shall meet and bear expenses required for construction of the proposed multistoried building as per plan sanctioned by the Municipal Authority. The costs and expenses required for any further revision in the Plan will also be met and paid for by the Promoters/Developers. Any expenses required to be incurred towards obtaining sewerage, water electricity and other amenities will also be borne and paid for by the Promoters/Developers.
13. That The Owners agree and undertakes to sell, convey and transfer and the Owners will be the Vendor in the Deed of Conveyance of the proportionate undivided part or share in the said land to any Purchasers of the Flats Car Parking space and other portion, if any in the allocation of Promoters/Developers of the proposed building as

may be nominated by the Promoters/Developers for the Flats of the Building.

14. That the Promoters/Developers and/or their nominee/nominees purchaser or purchasers and Owners or their assigns shall have rights of built up area spaces for the use as common areas, common facilities and common parts for egress and ingress, right of passage to set electricity through pipes, drains, wire conducts laying or bringing in through or over the flats as far as reasonable necessary for the beneficial use and enjoyment of their respective flats.
15. That upon completion of construction, sale and transfer of the Flats/Spaces to the intending purchaser or purchasers who will acquire rights, title and interest in the land in proportion to the area of the spaces so acquired in their respective flats, it being expressly declared that interest of the Flats owned in the land or soil is impartible.
16. That upon completion of the construction and by selling the flats in the Developers/Promoters allocation to the individual buyer and upon handing over the Owner's allocation to the Owners, the maintenance and upkeep of the said spaces, both internal and external shall be maintained by the Developers/Promoters and such cost/expenses shall be borne by the flat owners proportionately till the process of Deed of Conveyance is completed.
17. That the construction of the proposed building will be looked after and managed by the Promoters/Developers in their utmost ability and best interest for the successful implementation of the project.
The Developers shall construct and develop the said premises strictly at the advice of the Architect and shall carry out the development work.

18. That the Promoters/Developers shall make the said construction as per sanctioned plan or revised plan, if any, in accordance with relevant Rules, Regulations and Bye-Laws of the Kolkata Municipal Corporation. That the Promoters/Developers will inform the Owners before such modification alteration made in the Plan to be sanctioned from the Kolkata Municipal Corporation in the Owners allocation. The Promoters/Developers shall keep the Owners absolutely indemnified and harmless against all actions claims and demands whatsoever due to any deviation from the said sanctioned plan or due to any violation of the relevant Rules, Regulations and Bye-Laws or for any acts, omission, commission, made by the Promoters/Developers or if any accident is occurred during the construction the Promoters/Developers shall remain liable for any loss or damages for accepting advances from the intending purchasers of the Flats in the Developers allocation . The Owners shall not remain liable for any such acts or part of the Developer. The Promoters/Developers will from time to time keep the Owners informed of any modification/change in the sanctioned building plan if the same is done with the approval of Kolkata Municipal Corporation.
19. The General specification of the construction of the Owner's allocated area are summarised hereunder :

- (a) BUILDING: Building comprises of car parking and three upper floors.
- (b) FOUNDATION: Reinforced Cement Concrete with columns.

- (c) SUPER STRUCTURE: The super structure of the building shall have reinforced cement concrete framed structure with reinforced cement concrete columns, beams and slabs.
- (d) WALLS & CEILING: Walls of the building will be 200mm thick brick walls on the external face and 125/75 mm thick internal brick partition walls with cement, sand, mortar. All internal surfaces to be plastered with cement sand mortar and with plaster of paris finish. All external walls to be plastered with sand cement mortar and will have a damp-proof treatment along with external grade acrylic based paint.
- (e) FLOORING: Marble flooring in bedrooms, living/dining hall, kitchen toilets and verandahs. Kumari Marble flooring in staircase and lobbies. Crazy mosaic flooring in the roof with heat proof treatments. Cement tiles/Crazy Mosaic in the car parking areas.
- (f) DOORS: All doorframes will be of seasoned Sal wood. Main doors will be made of 35mm plywood and teak ply pasted with decorative woodwork & polished finish. Internal flush door will be made of 32mm plywood and teak ply pasted thick with hot pressed factory made solid cure phenol bounded finish. Internal doors will be fitted with oxidized steel hinges, tower bolts, door stopper and baby locks and godrej lock in the main door.
- (g) WINDOWS: Windows will be made of sliding Aluminum framed with glass and necessary fittings including iron grill to be made with 8mm and 10mm square bar.

(h) TOILETS (FITTINGS): Coloured European commode, cistern and washbasin. Hot and cold concealed GI water lines, for bibcocks, shower with arm and geyser point. All fitting and fixtures will be of Jaguar (continental) brand make. Walls will be covered with ceramic glazed tiles dado finished upto 7'-00" height.

(i) KITCHEN: Granite slab on cooking platform with steel sink. Ceramic Glazed tiles dado will be fixed upto 2'-6" height above the cooking platform.

(j) ELECTRICAL: Concealed conduit piping with copper wiring of ISI Grade.

(I) 2 Nos. light point, 1 No. fan point and 1 No. 5 Amp socket point with switch board plus 1 No. 5 Amp socket and 1 AC point having provisions of setting fan regulator in each room.

(II) Drawing/Dining hall will have 2 Nos. light points, 2 Nos. fan points, 2 Nos. 5 Amp socket point, one telephone point, cable TV point and one AC point.

(III) Kitchen will have 1 No. light point, 2 Nos. 15 Amp socket point and 1 No. Exhaust Fan Point.

(IV) Toilets will have 1 No. light point, 1 No. Geyser point, 1 No. 15 Amp socket point and exhaust fan point.

(V) Staircase will have 1 No. light point in each landing area.

(VI) 1 calling bell point in each flat.

(VII) All points will be fitted with latest modular switches.

(k) LIFT: One 4 passengers LES or other elevator will be provided.

(l) WATER SUPPLY: 24 hours water supply with pump set and Corporation supply.

- EXTRA:
- i] Ground floor lobby will be decorated by sculptural relief mural.
 - ii] Landscaping garden in the ground floor.
 - iii] Aesthetic elevation treatment on the building.
 - iv] Suitable main gates with adequate lighting.
20. That the Owners will not be liable to pay the Promoters/Developers any amount whatsoever towards cost of construction or any matter concerned therewith.
21. That so long such separate assessment are not made the Owners and/or their assigns and the Promoters/Developers or their nominee or nominees or Purchaser from Developers allocation shall proportionate share of the consolidated rate of the Municipal Taxes and other rates as may be found payable or may be imposed on account of and in respect of the said respective portions of the constructed area.
22. That the flat Owners shall also pay proportionate share of the maintenance and service charges whatsoever as may be payable on account of the maintenance of the common areas and facilities.
23. That fees, remunerations, wages and charges payable to all Engineers, Architects, Contractors, Durwans, Chowkidars, Mistries, masons, labours and other staffs and employees to be engaged by the Promoters/Developers shall be borne by the Promoters/Developers during the construction period till handing over possession to the Owners and intending Purchaser.
24. That during the continuance of this Agreement, the Owners shall not in any manner encumber or dispose of the said premises and/or land comprised therein or any portion thereof.

25. That the Promoters/Developers shall solely and exclusively be responsible to look after supervise, manage and administer the progress and/or day to day work of development and/or construction of the proposed building and in this regard the Owners shall not in any way be responsible. Further the Owners shall not in any way be responsible for any loss or injury to any employee or staff of the Developers or any other persons because of any accident or otherwise under Workmens' Compensation Act or any other law.
26. That the Promoters/Developers shall be entitled to apply for and obtain electricity, telephones, sewerage, water gas and other public utility services in or upon the proposed new building either in their own names or in the names of intending buyers or nominee or other persons at their sole discretion and at their own costs except the Owners allocation, which will be done with mutual consent of the Owners and Promoters/Developers.
27. That all building materials, plants and machineries etc. which may be brought or kept at the premises shall remain at the sole risk and responsibilities of the Promoters/Developers. The Promoter/Developers will clear the premises on or before giving possession to the Owners and intending Purchaser.
28. That after completion of the construction of the proposed building and making over possession of the space and/or flat and/or garage herein to the Owners in her allocation the Promoters/Developers shall have the rights and obligations in respect of their respective allocation as follows :-
- (a) The Promoters/Developers, their nominee or nominees shall have full and complete and unfettered right in

- common with other purchasers and/or occupants/Owners of different flat spaces of the said property in respect of the staircase along with landing therein and the common passage landing to and form the main entrance or gate abutting on the public road in the Ground floor of the said property for the purpose of egress and ingress and carrying or bringing in or taking out of said floors all goods pieces or furniture and any other harmless and/or non-prescribed movables;
- (b) Subject to the restriction and reservation contained herein, the Promoters/Developers, their nominee or nominees shall have full and absolute right of use in common with other purchaser and/or occupants/Owner of different flat/spaces of the said property the main drainage water supply system and connection including the pipes. Pipelines and also the water reservoirs with conduits and connection and all common facilities and common areas;
- (c) The Promoters/Developers, their nominee or nominees, shall have absolute and unfettered right to use and safety of vertical and lateral , support of the building and any floor and the rights of inserting supporting and maintaining all beams, rafters, fixtures and on and to all walls supported on the said floors including all boundaries and load bearing or dividing and/or separating walls, overhead walls, overhead roofs and floors provided always that such action does not impair

safety of the building or cause any nuisances and inconvenience to the other occupants of the said building. The Promoters/Developers and/or their nominee or nominees Purchaser/Purchasers shall have to maintain the floor of the said flats/portions.

- (d) The Promoters/Developers and/or their nominee Purchaser/Purchasers/Owner or nominees shall have the right of erecting and maintaining temporary scaffolding if necessary for effecting any repairs white washing or painting of the doors and windows of the said floors of any portion thereof provided always that such scaffolding does not cause any nuisance or permanent obstructions to the other occupants of the said property;
- (e) The Promoters/Developers and/or their nominee or nominees Purchaser/Purchasers/Owners shall have the absolute right of making such construction, additions and alterations at their option within the said floors allotted to them as are permissible under the rules and regulations of the Kolkata Municipal Corporation provided always that such action does not impair safety of the building or cause any nuisance and inconvenience to the other occupants of the said building;
- (f) The Promoters/Developers and/or their nominee or nominees Purchaser/Purchasers from time to time and at all times agree to pay proportionate share towards costs of service charges, maintenance taxes, impositions and

other outgoings. The Promoters/Developers and/or their nominee or nominees Purchaser/Purchasers shall regularly and month by month make payment of the aforesaid sum or any variations thereof as may be fixed thereafter individually and/or collectively.

- (g) The Promoters/Developers and/or their nominee or nominees Purchaser/Purchasers shall have the right to mutate their names as Owners of the said flats/spaces allotted to them in the assessment record of the Kolkata Municipal Corporation and of having the said flats/spaces assessed for taxes and Owners shall not object to the same;
 - (h) So long as the said flats/spaces are not assessed separately for the purpose of municipal taxes, the Owners or their nominee or nominees and the Promoters/Developers or their nominee or nominees shall pay proportionately in respect of their share.
29. That the name of the said new building to be constructed will be mutually discussed and settled among the Developers and the Owners.
30. Nothing in these presents shall be constitute as a demised or assignment or conveyance in law of the said premises or any part thereof to the Developers by the Owners or Joint Venture or as creating any right, title or interest thereof in favour of the Promoters/Developers other than to develop the said premises described in Schedule "A" written hereunder in terms of these presents.

31. That any dispute or difference arising out or and/or relating to this Agreement for Development shall be referred to the Arbitration of a single Arbitrator if the parties can agree upon one, otherwise to two Arbitrators one to be appointed by the Party to the dispute and if the said Arbitrators fail to enter into a conclusion in that case they shall appoint an Umpire and his decision shall be final and binding upon the parties and the Arbitration proceedings shall be governed by the statutory modification thereof for the time being in force as per applicable Law of Arbitration.

SCHEDULE "A" AS REFERRED TO ABOVE.

All That undivided half share in the land measuring 1 (one) Cottah 5 (five) Chittacks 22.5 (twenty two point five) square feet out of the total land measuring 2 (Two) Cottahs 11(Eleven) Chittacks, more or less together with two storied building, measuring 743.5 (seven hundred forty three point five) square feet out of the total building area of 1487 (one thousand four hundred eighty seven) square feet situated at premises no. No. 10D, Jamini Roy Sarani formerly Ballygunge Place East, Police Station Gariahat, Kolkata - 700019, within the limits of Kolkata Municipal Corporation under Ward No.68, being Assessee No.11-068-05-0119-1, in the District of 24 Parganas South butted and bounded in the manner following that is to say:

ON THE NORTH : By 12 feet wide common passage and thereafter
10A, Jamini Roy Sarani.

ON THE EAST : By 25 feet wide municipal road.

ON THE SOUTH : By 10E, Jamini Roy Sarani.

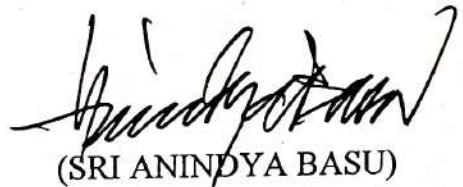
ON THE WEST : By 4 feet wide common passage and thereafter
Premises No. 7/2, Jamini Roy Sarani.

IN WITNESS WHEREOF the Owners and the Promoters/Developers/Builders have hereto set and subscribed their respective hands this day, month and year first above written.

SIGNED AND DELIVERED at
Kolkata in presence of Witnesses:

1.


Anindya Basu
45/FB, Dallyganga Road,
Kolkata - 700019.


(SRI ANINDYA BASU)

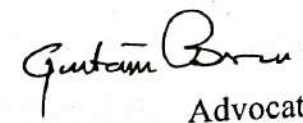

(SRI ARNAB BASU)
OWNERS

2.

Nantu Das
6, Baker Row
KOL-2)


(M/S GRIHO NIRMAN ASSOCIATES)
PROMOTERS/DEVELOPERS/BUILDERS

This Agreement for Joint Venture
is drafted and prepared by me :--


Advocate, AB/745/80.
Alipore Police Court, Kolkata

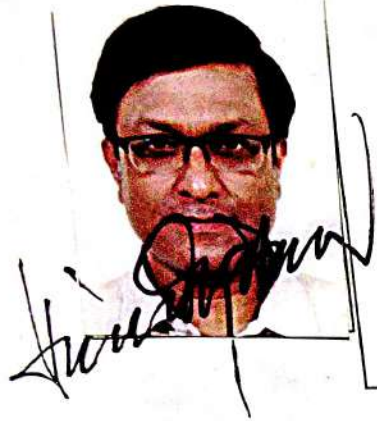


Signature.....

03 JUL 2017

ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

SPECIMEN FORM FOR TEN FINGERPRINTS



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

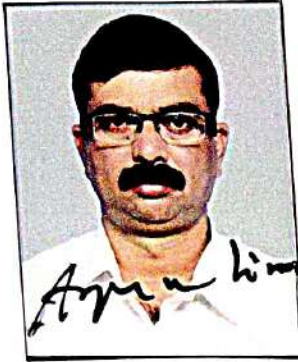
Signature



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

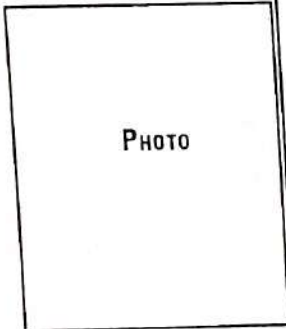
Signature

SPECIMEN FORM FOR TEN FINGERPRINTS



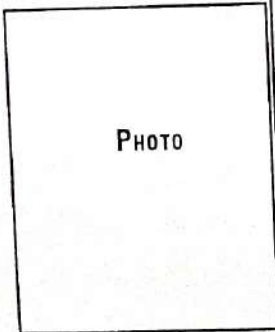
	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature Ajay Kumar



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature _____



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature _____

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201718-002343557-1 Payment Mode Online Payment
GRN Date: 28/06/2017 12:18:14 Bank : State Bank of India
BRN : CKC8636056 BRN Date: 28/06/2017 12:23:00

DEPOSITOR'S DETAILS

Id No. : 16050000873630/1/2017
[Query No./Query Year]

Name : GRIHO NIRMAN ASSOCIATES
Contact No. : 03324604518 Mobile No. : +91 9830035288
E-mail : grihonirman_associates@yahoo.co.in
Address : 82/7H, BALLYGUNGE PLACE,
KOLKATA - 700019
Applicant Name : Mr NANTU DAS
Office Name :
Office Address :
Status of Depositor : Others
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16050000873630/1/2017	Property Registration- Stamp duty	0030-02-103-003-02	9970
2	16050000873630/1/2017	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				9991

In Words : Rupees Nine Thousand Nine Hundred Ninety One only



E-Receipt	
Government of WESTBENGAL Finance Department	
Name of the Depositor	GRIHO NIRMAN ASSOCIATES
Challan Amount	9991.00
Government Reference Number	192017180023435571
Bank Reference Number	CKC8636056
Transaction Date and Time	28-Jun-2017 12:22:48 PM
Status	Success

Major Information of the Deed

Deed No :	I-1605-03927/2017	Date of Registration	03/07/2017
Query No / Year	1605-0000873630/2017	Office where deed is registered	
Query Date	20/06/2017 1:59:01 PM	A.D.S.R. ALIPORE, District: South 24-Parganas	
Applicant Name, Address & Other Details	NANTU DAS 6, BAKER ROAD, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830244850, Status : Deed Writer		
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. 83,51,751/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,020/- (Article:48(g))	Rs. 21/- (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:- Gariahat, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: JAMINI ROY SARANI, , Premises No. 10D, Ward No: 68

Sch No	Plot Number	Khatian Number	Land Use		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
			Proposed	ROR				
L1			Bastu		1 Katha 5 Chatak 22.5 Sq Ft		77,93,751/-	Width of Approach Road: 25 Ft.,
Grand Total :					2.2172Dec	0 /-	77,93,751 /-	




Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	743.5 Sq Ft.	0/-	5,58,000/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 343.5 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		743.5 sq ft	0 /-	5,58,000 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	ANINDYA BASU Son of Late NITYANANDA BASU Executed by: Self, Date of Execution: 03/07/2017 , Admitted by: Self, Date of Admission: 03/07/2017 ,Place : Office			
	03/07/2017	LTI 03/07/2017		03/07/2017












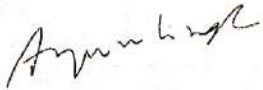


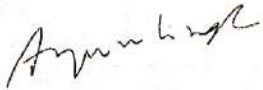


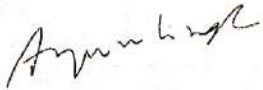
82/7D, BALLYGUNGE PLACE, P.O:- BALLYGUNGE, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AEJPB0559E, Status :Individual, Executed by: Self, Date of Execution: 03/07/2017 , Admitted by: Self, Date of Admission: 03/07/2017 ,Place : Office

2	Name	Photo	Fingerprint	Signature
	ARNAB BASU Son of Late NITYANANDA BASU Executed by: Self, Date of Execution: 03/07/2017 , Admitted by: Self, Date of Admission: 03/07/2017 ,Place : Office			
		03/07/2017	LTI 03/07/2017	03/07/2017
82/7D, BALLYGUNGE PLACE, P.O:- BALLYGUNGE, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AEGPB8950G, Status :Individual, Executed by: Self, Date of Execution: 03/07/2017 , Admitted by: Self, Date of Admission: 03/07/2017 ,Place : Office				


Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	MESSERS GRIHO NIRMAN ASSOCIATES 82/9A, BALLYGUNGE PLACE, P.O:- BALLYGUNGE, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019 , PAN No.:: AAFFG9883N, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td>ASHOKE KUMAR ROY Son of Late HIRENDRA LAL ROY Date of Execution - 03/07/2017, , Admitted by: Self, Date of Admission: 03/07/2017, Place of Admission of Execution: Office</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Jul 3 2017 1:42PM</td> <td>LTI 03/07/2017</td> <td>03/07/2017</td> </tr> </tbody> </table> <p>1/1A, JAMINI ROY SARANI, BALLYGUNGE PLACE EAST, P.O:- BALLYGUNGE, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADEPR5803R Status : Representative, Representative of : MESSERS GRIHO NIRMAN ASSOCIATES (as PARTNER)</p>	Name	Photo	Finger Print	Signature	ASHOKE KUMAR ROY Son of Late HIRENDRA LAL ROY Date of Execution - 03/07/2017, , Admitted by: Self, Date of Admission: 03/07/2017, Place of Admission of Execution: Office					Jul 3 2017 1:42PM	LTI 03/07/2017	03/07/2017
Name	Photo	Finger Print	Signature										
ASHOKE KUMAR ROY Son of Late HIRENDRA LAL ROY Date of Execution - 03/07/2017, , Admitted by: Self, Date of Admission: 03/07/2017, Place of Admission of Execution: Office													
	Jul 3 2017 1:42PM	LTI 03/07/2017	03/07/2017										
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td>ARJUN SINGH (Presentant) Son of Late SHYAMJI SINGH Date of Execution - 03/07/2017, , Admitted by: Self, Date of Admission: 03/07/2017, Place of Admission of Execution: Office</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Jul 3 2017 1:37PM</td> <td>LTI 03/07/2017</td> <td>03/07/2017</td> </tr> </tbody> </table> <p>82/8A, BALLYGUNGE PLACE, P.O:- BALLYGUNGE, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ASQPS8610L Status : Representative, Representative of : MESSERS GRIHO NIRMAN ASSOCIATES (as PARTNER)</p>	Name	Photo	Finger Print	Signature	ARJUN SINGH (Presentant) Son of Late SHYAMJI SINGH Date of Execution - 03/07/2017, , Admitted by: Self, Date of Admission: 03/07/2017, Place of Admission of Execution: Office					Jul 3 2017 1:37PM	LTI 03/07/2017	03/07/2017
Name	Photo	Finger Print	Signature										
ARJUN SINGH (Presentant) Son of Late SHYAMJI SINGH Date of Execution - 03/07/2017, , Admitted by: Self, Date of Admission: 03/07/2017, Place of Admission of Execution: Office													
	Jul 3 2017 1:37PM	LTI 03/07/2017	03/07/2017										

Identifier Details :

Name & address	
NANTU DAS Son of Late S DAS 6, BAKER ROAD, P.O:- ALIPORE, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Identifier Of ANINDYA BASU, ARNAB BASU, ASHOKE KUMAR ROY, ARJUN SINGH	
	03/07/2017

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	ANINDYA BASU	MESSERS GRIHO NIRMAN ASSOCIATES-1.10859 Dec
2	ARNAB BASU	MESSERS GRIHO NIRMAN ASSOCIATES-1.10859 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	ANINDYA BASU	MESSERS GRIHO NIRMAN ASSOCIATES-371.75000000 Sq Ft
2	ARNAB BASU	MESSERS GRIHO NIRMAN ASSOCIATES-371.75000000 Sq Ft

Endorsement For Deed Number : I - 160503927 / 2017**On 03-07-2017****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 12:51 hrs on 03-07-2017, at the Office of the A.D.S.R. ALIPORE by ARJUN SINGH .

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 83,51,751/-

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

Execution is admitted on 03/07/2017 by 1. ANINDYA BASU, Son of Late NITYANANDA BASU, 82/7D, BALLYGUNGE PLACE, P.O: BALLYGUNGE, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by Profession Others, 2. ARNAB BASU, Son of Late NITYANANDA BASU, 82/7D, BALLYGUNGE PLACE, P.O: BALLYGUNGE, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by Profession Others

Identified by NANTU DAS, , Son of Late S DAS, 6, BAKER ROAD, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

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

Execution is admitted on 03-07-2017 by ASHOKE KUMAR ROY, PARTNER, MESSERS GRIHO NIRMAN ASSOCIATES (Partnership Firm), 82/9A, BALLYGUNGE PLACE, P.O:- BALLYGUNGE, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019

Indetified by NANTU DAS, , Son of Late S DAS, 6, BAKER ROAD, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

Execution is admitted on 03-07-2017 by ARJUN SINGH, PARTNER, MESSERS GRIHO NIRMAN ASSOCIATES (Partnership Firm), 82/9A, BALLYGUNGE PLACE, P.O:- BALLYGUNGE, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019

Indetified by NANTU DAS, , Son of Late S DAS, 6, BAKER ROAD, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

Payment of Fees

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/06/2017 12:23PM with Govt. Ref. No: 192017180023435571 on 28-06-2017, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. KKC8636056 on 28-06-2017, 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 50/-, by online = Rs 9,970/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 34335, Amount: Rs.50/-, Date of Purchase: 22/06/2017, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/06/2017 12:23PM with Govt. Ref. No: 192017180023435571 on 28-06-2017, Amount Rs: 9,970/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKC8636056 on 28-06-2017, Head of Account 0030-02-103-003-02



Amitava Chanda
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2017, Page from 104996 to 105030
being No 160503927 for the year 2017.



Digitally signed by AMITAVA CHANDA
Date: 2017.07.07 12:39:00 +05:30
Reason: Digital Signing of Deed.

(Amitava Chanda) 07/07/2017 12:38:58
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
West Bengal.

(This document is digitally signed.)