

deeds, matters and things and when required and the owners shall execute any such additional power of attorney or authorisation as may be required by the developer for any such application and other documents as the case may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the owners and/or against the spirit of these presents.

16.3. The owners shall not be liable for any income tax wealth tax or any other taxes in respect of the developer's allocation and the developer shall be liable to make payment of the same and keep the owners indemnified against all actions, suits, proceedings, costs charges and expenses in respect thereof.

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

16.5. The developer and the owners shall mutually decide for the management and the administration of the said building and/or common parts thereof after the completion of the said building.

16.6. That the Developer shall bear cost of completion certificate for obtaining the same from the Madhyamgram Municipality. After completion of the proposed building assessment taxes which to be fixed by the Madhyamgram Municipal Authority to be borne by the owners/unit holders and the developer

ARTICLE - XVII SHIFTING

17.1. That the developer shall bear the cost of shifting Rs. 6,000/- (Rupees Six thousand) only as rent per month negotiation basis of the owners to any other rental place and the Developer shall pay monthly rent to the land owners and they also received the same with issuing a receiving slip in respect of the same month by month for the rental house till date of hand over the possession of owners' allocation and after serving of notice to the owners if the owners shall fail and neglect to take possession after expiry of the stipulated period in the said letter of possession, the developer shall not bound to pay any rental charges to the owners, it is mention here that the developer shall

profile a rented accomodation for the owners at his/her/their own cost till the handing over the owenrs' allocation, i.e. on or before completion of said 36 months from the date of sanction building plan. It is mentioned here that if any advance amounts is require for rental house that will be pay by the developer but the owners are liable to refund the said amount to the developer at the time of taking possession of the owners' allocation.

ARTICLE - XVIII LEGAL ACTION

18.1. That if any dispute and differences shall arise between the parties hereto regarding the construction or interruption of any of the terms and condicions herein contained or toughing these presents or determination of any liability of any of the parties under this agreement, the same shall be referred to the arbitrator under Arbitratior and Conciliation Act. 1996. On the other hand both parties shall have every right to take shelter of law against each and other for violation the terms and conditions of this Agreement.

ARTICLE - XIX FORCE MAJEURE

19.1. The parties shall not be consideration to be liable for any obligations hereunder to the extent that performance of relating obligations prevented by the existence of the force majeure and shall be suspended for the obligation during the duration of the force majeure.

19.2. FORCE MAJEURE shall mean flood, earthquake, riot, war, storm, tempest civil commotion strike and/or any other act of commission beyond the control of the parties hereto.

FIRST SCHEDULE REFERRED TO ABOVE

ALL THAT piece and parcel of **Bastu** land measuring about 2 cottah 6 chittak 32 sq.ft, land more or less lying and situated at Mouza - Udayrajpur, J.L. No.- 43, Touzi No.- 146, Re-Su No.- 6, Sabak Khatian No.- 84, Adhin Khatian No.- 102, Hal L.R. Khatian No.- 1998, Dag No.- 346, Hal L.R. Dag No.- 988 & 987 under P.S.- Barasat at present Madhyamgram, District North 24 Parganas, within the local limits of Madhyamgram Municipality under Ward No.- 22, Holding No.- 156 L.I.C. Road, Kolkata

- 700 129. Which is owned by the present owner No. 1 namely Maya Rani Mukherjee AND ALL THAT piece and parcel of BASTU land measuring about 2 Cottahs 8 Chittacks more or less along with 927 Sq.ft. one storied Pucca construction thereon lying and situated at Mouza – Udayrajpur, J.L. No. 43, Touzi No. 146, Re: SU; No. 6, Sabek Khatian No. 84, Adhin Khatian No. 102, Hal L.R. Khatian No. 2000, Dag No. 346, Hal L.R. Dag No. 988 under P.S. – Barasat at present Madhyamgram, District – North 24 Parganas, within the local limits of Madhyamgram Municipality under Ward No. 22, Holding No. 155, L.I.C. Road, Kolkata – 700129, which is owned by the present owner No. 2. Namely Asish Mukherjee which is morefully described in the First Schedule herein under written.

Accordingly both the owner are owners of a total land measuring about 4 Cottahs 14 Chitacks 32 Sq.ft. more or less which is morefully described in the First Schedule herein under written.

Which is the sixteen Ana land and property of this agreement which is being butted and bounded as follows :

On the North : Land of Sri Jyotibrata Chattopadhyay & Others.
On the South : Land of Smt. Lekha Ghosh and others.
On the East : 27' feet wide Municipal Road (L.I.C. Road).
On the West : Land of Smt. Nilima Saha Roy & Others.

SECOND SCHEDULE REFERRED TO ABOVE

(Owners' Allocation)

LAND OWNER'S ALLOCATION shall mean the Developer shall liable to handover one Flat and one Shop out of the constructed area as per sanctioned plan of the proposed multi – storied building in the present owners manely Maya Rani Mukherjee and Asish Mukherjee as follows :-

a) One habitual residential Flat on the First Floor in the front side measuring about 1250 Sq.ft. including Super Built up area more or less from the proposed building which will be standing over the owners' land including proportionate share of stair and lift in favour of the owners/ first parties jointly by the developer which is morefully and particularly described in the Second Schedule written hereunder.



b) One shop room measuring about 150 Sq.ft. including super built up area more or less from the proposed building in the front side on the ground floor in favour of the owners/first parties jointly by the developer which is more fully and particularly described in the Second Schedule written hereunder.

c) The Developer shall pay non refundable amount of Rs. 61,00,000/- (Rupees Sixty one lakh) only in the following manner:-

i) At the date of signing this agreement Rs. 15,36,000/- (Rupees Fifteen lakh Thirty Six thousand) only

ii) The developer will be paid a part of non-refundable amount of Rs. 16,00,000/- (Rupees Sixteen lakh) only after all roof casting of the proposed multi storied building.

iii) Rest amount of Rs. 29,64,000/- (Rupees Twenty Nine lakh Sixty four) only will be paid after completion of the proposed building and/or before hand over the owners' allocation.

It is mentioned here that if the flat and shop measurement will be varied by physical status, in such case both the parties are agreed to adjust each and other as market price.

THIRD SCHEDULE REFERRED TO ABOVE

(Developer's Allocation)

DEVELOPER'S ALLOCATION shall mean all the remaining portion of the entire building (excluding owners' allocation) together with individual proportionate share of land and including the common facilities common parts and common amenities and common top of the Roof right of the building and the said property absolutely shall be the property of the developer after providing the owners' allocation as aforesaid and together with the absolute right of the part of the developer to entire into agreement for sale with intending purchaser/purchasers by and mode of transfer of property act and/or lease, let out or in any manner may with the same subject to fulfillment and observance of all the terms and conditions hereof.



FOURTH SCHEDULE REFERRED TO ABOVE

(Specification)

That the construction to be made and equipment, fittings and fixtures to be installed/provided in the building shall be new and of an average good quality and workmanship and strictly according to the plan and advise of the developer's architect and specification are as follows:-

- 1) **FOUNDATION** : Individual or strip footing.
- 2) **STRUCTURE** : R.C.C. framed structure.
- 3) **FLOOR** : Entirely finished with ceramic floor tiles.
- 4) **BRICK WORK** : 200 mm wall – 1:6 cement mistures (outside)
100 mm wall – 1:4 cement mistures (inside)
- 5) **KITCHEN** : One steel sink and tap water point and marble as kitchen platform and wall tiles 2'-6" height over kitchen platform.
- 6) **TOILETS** : One Anglo Indian commode with cistem, One shower, Two Bibcock, Basin with pillarcock, Geezer Piont, Wall tiles up to door height..
- 7) **ATTACHED BATH** : One European commode with cistem, Two Bibcock, Wall tiles up to door height.
- 8) **DOORS** : The door in toilets will be of PVC and the other doors will be water proof flush doors with wooden frame.
- 9) **WINDOWS** : Aluminum window (shutter) with pin head galss with steel gril.
- 10) **ELECTRIC** : Wiring will be Concealed with requisite points with standerd wire and switchset and the developer will arrange the source of electric connection for the flat/shop/car parking space owners by installing transformer (if required) at the cost of the intending purchasers of the property morefully described in second schedule.
- 11) **WATER SUPPLY** : 24 hours uninterrupted water supply by deep tube-well with water pump to overhead reservoir.

12) **STAIR** : Stair facilities with marble finish

13) **WALL COATS** : All the interior walls will be finished with a coat of plaster of paris and external walls will be finished with Acrylic Emulsion paint over plaster.

14) **LIFT (4 PX)**

N.B: The cost of all/any additions and alterations if required by the intending purchasers as well as the land owners to be carried out inside the flats/shop/for the flats shops/of the flats shops, the cost of the same shall be born by the intending purchasers as well as the land owners seperately but all such works will be carried out by the Engineers, Artisans, Employees, Masons, Labours, Suppliers, Contractor of the developers **M/S. ARTISAN.**

FIFTH SCHEDULE REFERRED TO ABOVE

(Common Space & Area)

The entirety of the described in Schedule 'A' hereinabove written, common paths and areas all other common spaces and areas of the land and building which are necessary for common areas of Flat owners Staircase and landing in each floor.

(Common Facilities & Amenities)

Electrical installation, Electric Meter sapce and all any other Electrical facilities in common places (excluding only those ar installed within the exclusive area on any flat), Underground Water Reservoir (if required) & Overhead Water Reservoir, Water Supply Pipeline (in outer side), other Common plumbing Insatallations (save only those are installed within the exclusive area on any flat), Septic Tank, Drainage & Sewerage, Boundary wall and main Gate.

(Other Facilities)

- 24 hour power Back-up Facility for common area lift and water pump.
- Fire Extingusher System.

- Provision for Cable TV line.
- Round the Clock Security.
- Pemanent Watchman Booth.
- CCTV Surveillance in the common passages.
- De-ironized Water Treatment Plant.

SIXTH SCHEDULE REFERRED TO ABOVE

(Common & indispensable maintenance Cost)

[Cost to be paid in advance to be enjoyed or not]

1. Proportionate expenses maintenance, repairing, re-decorating etc of the said building and lighting of common areas, main entrance, passage, stair case, lift and water pump of the building, by all the parties or to be used by part in common as aforesaid.
2. Proportionate cost of the subsequent decorating of the exterior side of the building.
3. Proportionate cost of the salaries of caretakers, securities, sweepers, operator for pump and lift etc.
4. Proportionate cost of working and maintenance of Generator, Fire extinguisher system, CCTV, souveillance system, De-ironized water treatment plant, flat owners association office room and/or any other service charges for the appurtenant part as aforesaid.
5. Proportionate Municipal tax, Govt. tax and any other expenses.
6. Proportionate mount of Insurance of the building against risk of fire etc.
7. Proportionate other expenses those are necessary of incidental of the maintenance and upkeep the said building on First Schedule Property.

For *Artisan*
Pankaj Narayan Datta
Partner

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

SIGNED, SEALED & DELIVERED

in the presence of **WITNESS:**

1. *Tapati Sankar*
Basunagar 2/5 no gate
Madhyampuram
Krt- 129

Maya Rani Mukherjee

Asish Mukherjee

**SIGNATURE OF THE OWNERS/
FIRST PARTIES**

2. *Rradip Mn. Majumdar*
271, Ghyamagar Road,
Kolkata - 700055

Sarbari Majumdar, Anjana Bhattacharjee, Utpal Bhadra, Pankaj Narayan Datta represented by their Attornies as well as partners Krishnapada Paul and Tapan Sen

For Aricson
Krishna pada Paul

Partner

For Aricson

Tapan Sen

Partner

**SIGNATURE OF THE DEVELOPER/
SECOND PARTY**

Drafted by :

Chiradip Dhar
Reg No - F 935/760/95
Chiradip Dhar

Advocate

Barasat Judge's Court

Printed by me :

S. Bhattacharjee
S. Bhattacharjee

For Aricson
Pankaj Narayan Datta
Partner

ACKNOWLEDGEMENT OR RECEIPT OF AGREEMENT MONEY

RECEIVED from the within mentioned Developer the within mentioned non-refundable amount of Rs.15,36,000 (Rupees Fifteen lakh Thirty Six thousand) only as part of Agreement money out of Rs. 61,00,000/-as per memo below:-

MEMO OF CONSIDERATION

- | | | | |
|----|------------------------------------|-----|--------------|
| a) | By cheque No.026209 Dt.11.07.2016 | Rs. | 15,00,000.00 |
| | Drawn on Oriental Bank of Commerce | | |
| | Madhyamgram Branch | | |
| b) | By Cash Dt. 20.06.2016 | Rs. | 36,000.00 |

Total	Rs.	15,36,000.00
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(Rupees Fifteen lakh Thirty Six thousand only)

WITNESSES:-

1. Somnath Sen
South Biresa Pally
Madhyamgram
K01-700129

2. Pralip Kr. Majumdar
271, Chyannagar Road,
Kolkata-700055

Manya nani mukherjee

Asish Mukherjee

SIGNATURE OF THE OWNERS/

FIRST PARTIES

For *Artisan*

Tankaj Navajyoti Datta

Partner



Manya nani mukherjee

Seller, Buyer and Property Details

A. Land Lord & Developer Details

Presentant Details	
SL No.	Name and Address of Presentant
1	Smt Maya Rani Mukherjee Wife of Late Shyamapada Mukherjee Alias Shyamadas Mukhopadhyay Udayrajpur, P.O:- Madhyamgram, P.S:- Madhyamgram, Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN - 700129

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	Smt Maya Rani Mukherjee Wife of Late Shyamapada Mukherjee Alias Shyamadas Mukhopadhyay Udayrajpur, P.O:- Madhyamgram, P.S:- Madhyamgram, Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN - 700129 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. AEZPM6776Q,; Status : Individual; Date of Execution : 11/07/2016; Date of Admission : 11/07/2016; Place of Admission of Execution : Pvt. Residence
2	Shri Asish Mukherjee Son of Late Shyamapada Mukherjee Alias Shyamadas Mukhopadhyay Udayrajpur, P.O:- Madhyamgram, P.S:- Madhyamgram, Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN - 700129 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. BRPPM9527F,; Status : Individual; Date of Execution : 11/07/2016; Date of Admission : 11/07/2016; Place of Admission of Execution : Pvt. Residence