

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 acknowledge and shall likewise be deemed to have been served on the developer by the owner if delivered by hand and acknowledge or sent by prepaid registered post with due acknowledge to the registered office of the developer.

16.5. The developer and the owners shall mutually decided 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 assement 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. 5,000/- (Rupees Five thousand) only as rent per month negotiation basis of the owners to any other rental place and the Developer shall pay monthly rent to Sri Chittaranjan Sarkar and Smt. Kusum Sarkar each and they received the same 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 said owner, 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 conditions herein contained or touching these presents or determination of any liability of any of the parties under this agreement, the same shall be referred to the arbitrator under Arbitration 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 total hal bastu land measuring about 13 Satak equivalent to 7 Cottah 13 Chittaks 43 Sq.ft. more or less alongwith two one storied measuring about total 800 Sq.ft. more or less total delapidated building lying and situated at mouza Udayr ajpur, J.L.No. 43, Touzi No. 146, Re-su No. 6, Sabek Khatian No. 655, Malek Khatian No. 651, L.R. Khatian No. 1833, 1981, 1982, 5633, 5634, 5635, Sabek Dag No. 351, Hal L.R. Dag 955 under P.S. Madhyamgram, Dist. North 24 Pargans within the local limits of Madhya gram Municipality under ward No. 22, Holding No. 171/A, L.I.C. Road, Kolkata - 700129 which is the Sixteen Aha land and property of this property which is being butted and bounded as follows:-

On the North	:	Land of L.I.C.
On the South	:	9' Feet wide L.I.C. Road
On the East	:	Land of Smt. Nilima Saha Roy & others
On the West	:	Land of Sri Bijoy Mistri & others

SECOND SCHEDULE REFERRED TO ABOVE

(Owners' Allocation)

LAND OWNERS' ALLOCATION shall mean the Developer shall liable to hand over Five Flats measuring about total 4081 Sq.ft. more or less (covered area) and One car parking space measuring about 120 Sq.ft. more or less, areas written hereunder out of the constructed area as per sanctioned plan of the proposed multi-storied building to the owners as follows:-

- A) (i) One habitual residential flat on the 3rd Floor on the South-West Side
(ii) Two habitual residential flats on the 3rd Floor, one on the South-East Side and another one on the East Side including one car parking space and (iii) Two habitual residential flats on the 1st Floor, one on the South-East Side and another one on the East Side.

All the aforesaid flats/ car parking space from the proposed building which will be standing over the owners' land hand over by the Developer which is morefully and particularly described in the Second Scedule written hereunder:-

The Developer shall mean pay non refundable amount of Rs. 12,91,228/- (Rupees Twelve Lacs Ninty-one thousand Two hundred Twenty-eight only) in the following manner:-

- i) At the date of signing this agreement Rs.6,00,000/- (Rupees Six Lacs only).
ii) The developer will be paid a part of non-refundable amount of Rs. 4,00,000/- (Rupees Four Lacs) only after all roof casting of the proposed multi-storied building.
iii) Rest amount of Rs. 2,91,228/- (Rupees Two Lacs Ninty-one thousand Two hundred Twenty-eight only) will be paid after completion of the proposed building and/or on/or before hand over the owners' allocation.

It is mentioned here that if the flat measurement will be varied by physical status, in such case both the parties are agreed to adjust each @1812/- per Sq.ft.

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 undivided proportionate share

of land and including the common facilities and parts and 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 mixtures (outside)
100 mm wall – 1:4 cement mixtures (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 cistern, One shower, Two Bibcock, Basin with pillarcock, Geeser Piont, Wall tiles up to door height.
- 7) **ATTACHED BATH** : One European commode with cistern, 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 glass with steel grill.
- 10) **ELECTRIC** : Wiring will be Concealed with requisite points with standard 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 more fully 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 PAX)**
- 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 separately 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 space and all any other Electrical facilities in common places (excluding only those are installed within the exclusive area on any flat), Underground Water Reservoir (if required) & Overhead Water Reservoir, Water Supply Pipeline (in outer side), other

- 9) **WINDOWS** : Aluminum window (shutter) with pin head glass with steel grill.
- 10) **ELECTRIC** : Wiring will be Concealed with requisite points with standard 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 more fully 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 PAX)**

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 separately 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 space and all any other Electrical facilities in common places (excluding only those are 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.

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. Samir Bhatta Choudhary
Debdaspally,
Madhyamgram
Kot. - 129.

2. Pradip Kr. Majumdar
271, Shyamnagar Road,
Kolkata - 700055

1. Chitta Ranjan Sarker
2. Prabhat Kumar Sarmas
3. Kusum Sarker
4. Falguni Sarker.

**SIGNATURE OF THE OWNERS/
FIRST PARTIES**

Drafted by :

Chiranjit Paul
Reg No - F935/76/95

Advocate

Barasat Judge's Court

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

For *Krishnapada Paul*
Krishnapada Paul

Tapan Sen
Tapan Sen
Partner

**SIGNATURE OF THE DEVELOPER/
SECOND PARTY**

For *Pankaj Narayan Datta*
Pankaj Narayan Datta
Partner

ACKNOWLEDGEMENT OR RECEIPT OF AGREEMENT MONEY

RECEIVED from the within mentioned Developer the within mentioned non-refundable amount of Rs.6,00,000/- (Rupees Six Lacs) only as part of Agreement money out of Rs. 12,91,228/- as per memo below:-

MEMO OF CONSIDERATION

- a) By cash in various dates Rs. 3,50,000/-
- b) By Cheque No. 031865 Dt. 08.12.2016 Rs. 2,50,000/-
Drawn on Oriental Bank of Commerce
Madhyamgram Branch

Total Rs. 6,00,000/-

(Rupees Six Lacs Only)

WITNESSES:-

1. Pradip Kumar Majumdar
276, Shyamnagar Road,
Kolkata - 700055

2. Samir Bhattacharya
Debdaspally
Madhyamgram
Kolkata - 129.

1. Chitra Ranjan Sarkar

2. Provilala Sarkar

3. Kusum Sarkar

4. Parguni Sarkar

SIGNATURE OF THE OWNERS/

FIRST PARTIES



For *Artisan*
Tarkaj Narayan Deutta
Partner

Major Information of the Deed

Deed No :	I-1503-08436/2016	Date of Registration	12/7/2016 11:18:21 AM
Query No / Year	1503-1000408795/2016	Office where deed is registered	
Query Date	24/11/2016 3:15:30 PM	A.D.S.R. BARASAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	Somnath Sen Thana : Barasat, District : North 24-Parganas, WEST BENGAL, Mobile No. : 9836353581, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 6,00,000/-]		
Set Forth value	Market Value		
Rs. 12,91,428/-	Rs. 73,30,752/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article 48(g))	Rs. 6,610/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :




District: North 24-Parganas, P.S:- Barasat, Municipality: MADHYAMGRAM, Road: L.I.C Road, Mouza: Udayrajpur

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-955	LR-1833	Bastu	Bastu	7 Katha 13 Chatak 43 Sq Ft	12,00,000/-	67,30,752/-	Width of Approach Road: 9 Ft., Adjacent to Metal Road,
Grand Total :					12.9892Dec	12,00,000 /-	67,30,752 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	800 Sq Ft.	91,428/-	6,00,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 800 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		800 sq ft	91,428 /-	6,00,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Fingerprint	Signature
1	Shri Chittaranjan Sarkar Son of Late Raj Mohan Sarkar Executed by: Self, Date of Execution: 07/12/2016 , Admitted by: Self, Date of Admission: 07/12/2016 ,Place : Office	 07/12/2016	 LTI 07/12/2016	 07/12/2016