

- a] Space allocation to the owners.
- b] Cost charges and expenses on account of causing the plan or map prepared for the purpose of obtaining sanction by the Madhyamgram Municipality.
- c] Cost charges and expenses in covered for construction, crection and completion of the said new building at the said premises.
- d] Cost, charges and expenses incurred for engaged of Engineer if any.
- e] Fees payable to architect and the Engineers as also fees payable to the Madhyamgram Municipality for the purpose of obtaining necessary permission of sanction of sewerage drainage water connction and any other connctions.
- f] Legal expenses incurred and paid for this development agreement and all other expenses and charges for the purpose of development of the premises.
- g] Cost of supervision of construction of the owner's allocation of the said premises.

ARTICLE - V DEALING OF SPACE IN THE BUILDING

- 5.1** The Developer shall on completion of the building put the land owners in undisputed possession of the owners' allocation **TOGETHERWITH** all rights of the common facilities and amenities.
- 5.2** The owners shall be entitle to transfer or otherwise deal with owners' allocation in the building. The Developer shall not put in any interference by any means with or disturb the quiet and peacefull possession of the Owners' allocation.
- 5.3** The developer shall be exclusively entitled to the developer's allocation in the building with exclusive right to transfer the same subject to the provision hereof and the owners shall not put in any way interfere with or disturb the quiet and pecaefull possession of the developer's allocation.
- 5.4** In so far necessary all dealing by the developer in respect of the building including agreement for sale or any kind of transfer receiving advance money concerning the developer's allocation on

shall be in the name of the owners' for which purpose the owners' undertake to give the developer a Registered General Power of Attorney.

5.5 The land owners upon receiving possession of owners' allocation shall execute the Deed of Conveyance or Conveyances in favour of the Developer or in favour of the Developer's nominee or nominees in such part or parts subject to negotiate the adjustable amount if require. The owners' have agreed to join and execute all such conveyance or conveyances which shall be required from time to time in respect of Developer's Allocation in favour of the nominees/agents of the Developer without claiming anythings and the owners' allocation have referred herein above is the full and final consideration in respect of the Development Agreement.

ARTICLE - VI POWER AND PROCEDURE

6.1 The owners shall execute and register a General Power of Attorney and/or give necessary authority in writing in favoure of the Developer including power of preparing and executing and signing and also presenting for registration of Deed of Conveyance only for Developer's allocation.

ARTICLE - VII TIME

7.1 That the Developer shall be bound to submit the building plan in respect the aforesaid land with a view to make a multi storied building thereon and the Developer shall bound to complete the owners' allocation within 3 (three) years from the date of obtaining sanction plan. And the grace period will be extend for further six months. If the Developer fails to complete the construction within the stipulated period and after the grace period as stated above, the owners shall have every right to take shelter of law against the Developer if necessary. This agreement shall be valid till completion of the said project and the owners shall have no right to cancel the said Agreement in any way or in any manner.

ARTICLE - VIII NEW BUILDING

8.1 The Developer shall at its own costs construct, and complete the new multi storied building

at the said premises in accordance with the sanctioned plan with good and standard materials as may be specified by the Architect and approved by the Developer and the Owners from time to time.

8.2 The Developer shall install, rest in the building at Developer's own cost expensed pump, water storage tank, over head reservoir, electrification.

8.3 That the developer shall obtain the permanent electricity connection of the entire building from W.B.S.E.D.C.L. including the owners' allocation and intending purchaser/purchasers of the developer's allocation and all are shall pay the proportionate share of the said expenses out of total cost to the developer for the said electric connection including all expenses of the electric meter and connection in their respective flats and the owners shall liable to pay the share of installation the electric transformer charges.

In case the developer fails to provide transformer and individual meter to the intending purchaser/purchasers flat out of developer's allocation and as well as owners' allocation due to any reason which are beyond control of the developer, in that case the developer shall provide sub-meters to the intending purchaser/purchasers flat out of developer's allocation and as well as owners' allocation subject to payment of proportionate security deposit by the aforesaid intending purchaser/purchasers. All charges of the said Electric charge shall be paid by the intending purchaser/purchasers to the developer till installation of transformer.

8.4 All costs, charges and expenses including Architect's fees shall be discharged and paid by the developer and the owners shall bear no responsibility in this context.

8.5 The owners shall pay and clear up all the arrears on account of Municipal taxes and outgoing of the said premises upto the date of this agreement. It is further agreed by and between the parties that the owners shall not pay any taxes as Municipal taxes and other taxes in respect of the said property from the date of execution of these presents. All such taxes outgoing and electricity charges in respect of the said properties would be borne by the developer from the date of execution of these presents upto the date of handing over owners' allocation. From the date of completion and handing over the possession of the owners' allocation and the developer's allocation, shall be borne in proportionate share all Municipal and other taxes respectively.

ARTICLE - IX OWNER'S RIGHT & REPRESENTATIONS

9.1 The Owners shall deliver, vacant khas possession of the premises to the developer on the date of execution of this agreement and the owners shall bound to hand over all necessary original documents in respect of the land required by the developer for sanctioning of the building plan and for completion of the proposed multi storied building and the developer shall issue a letter confirming such delivery of original documents to the owners.

9.2. The said premises is free from all encumbrances and the owner have a good documents to the Developer for obtaining the sanctioned plan for the completion of the proposed multi storied building.

ARTICLE - X COMMON FACILITIES

10.1. The Developer shall pay and bear all property taxes and other dues and outgoing in respect of the said premises accordingly due as and from the date of execution of this agreement.

10.2. The Owners and the developer shall punctually and regularly pay taxes etc. for their respective allocations. The said rents and taxes to the concern authority or otherwise as may be mutually agreed upon between the owners and the developer.

10.3. As and from date of service of notice of possession the owners shall also be responsible to pay and bear and shall pay to the Flat-Owner's Association of this building, the service charges for the common facilities in the new building payable in respect of the owners' allocation such charges are to include proportinate share of premium for the insurance of the building, water, fire and damaging charges and taxes light sanction and maintainances occasional repair and renewal charges, for all connction and management of common facilities, renovation, replacement, repair and maintainances chargeable expenses for the building and for all common wiring pipes electrical and mechanical equipments, pumps motors and other electrical and mechanical installation, appliances, stairways and other facilities whatsoever as may be mutually agreed from time to time.

10.4. Any transfer of any part of the owners' allocation in the new building shall be subject to the other provision thereof and the owners shall there after be responsible in respect of the space transferred to pay the said rents and service charges for the common facilities.


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ARTICLE - XI OWNER'S OBLIGATION

11.1. The owners' allocation in the building shall be subject to the same restrictions and use as applicable to the developer's allocation in the building intended for common floor and ceiling etc. In each of their respective allocation in the building in good working conditions and repair and in particular so as to cause any damage to the building or any other space or accommodation therein and shall keep the other and/or the occupants of the building indemnified from and against the consequence of any breach.

11.2. The Owners shall permit the developer and its servants and agents with or without workman and other at all reasonable time to enter into upon his owner's allocation and every part thereof for the purpose of maintenance remaining any part of the building and/or for the purpose of repairing maintaining repairing lighting and keep in order the purpose of building down maintaining repairing and testing drainage and pipes electric wires and for the purpose of repairing maintaining cleaning lighting and keep in order the purpose of pulling down maintaining repairing and testing drainage and pipes electric wire and or for the similar purpose.

ARTICLE - XII COMMON RESTRICTIONS

12.1. The owners hereby agree and covenant with the developer not to cause any interference or hindrance in the construction of the proposed building for the benefits of all occupiers of the building which shall include as follows:-

12.2. Neither party shall use or permit to be used the respective allocation in the said building or any portion thereof for trade or activity nor use thereof for any purpose which cause any nuisance or hazard to the other occupiers of the building.

12.3. Neither party shall demolish any wall or order structure in their respective allocation or any portion thereof or make any structural alteration thereon without the previous consent or others in this behalf.

12.4. Neither party shall transfer or permit to transfer of his/her/their respective allocation or any

portion unless such party shall have observed and performed all the condition on their respective part to be observed and/or performed the proposed transferred shall have given written undertaking to the terms and consitions hereof and of these presents and further that such transfer shall pay all and whatsoever shall be payable in relation to the area in their possession.

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

12.6. The respective allocation shall keep the interior walls, sewerage, drains, pipes and other fitting and fixtures and appurtanances building at the said premises by the Developer.

12.7. The owners hereby agree and covenant with the developer not to do any act, deed or things whereby the developer may be prevented from selling assigning and/or disposing of any of the developer's allocated portion of the building at the said premises.

ARTICLE - XIII DEVELOPER'S OBLIGATION

13.1. The developer hereby agree and covenants with the owner not to violate or contravenes any of the provisions of the rules applicable to construction of the said building.

13.2. The developer hereby agrees and covenants with the owners not to any act, deed or things whereby the owners are prevented from enjoying, selling assigning and/or disposing of any owners' allocation in the building at the said premises.

ARTICLE - XIV OWNER'S INDEMNITY

14.1. The owners hereby undertake that the developer shall be entitled to the said cosntruction and shall enjoy its allocated space without any interference of disturbance provided the developer performs and fulfill the terms and conditions herein contained and/or part to be observed and performed.

ARTICLE - XV DEVELOPER'S INDEMNITY

15.1. The developer hereby undertake to keep the owners indemnified against all third party claim and actions arising out of the any sorts of act or occupation commission of the developer in relation to the construction of the said building.

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

ARTICLE - XVI MISCELLANEOUS

16.1. Immediately upon the developer obtaining vacant possession of the premises for the development shall fix its hoardings and banners and be entitled to start construction if law of the land so permit otherwise shall construct on obtaining sanction of the building plan from the competent authorities.

16.2. It is understood that from time to time to facilitate the construction of the said building by the developer various act. deeds, matters and things not hereby specified may be required to be done by the developer for which the developer may need the authorities of the owners and various applications and other documents may be required to be signed or made by the owner related to which specific provisions may not have been mentioned herein. The owners hereby undertake to do all such acts, deeds, matters and things and when required and the owners shall execute any such additional power of attornies or authorisation as may be required by the developer for any such application and other documents as the cause 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. 4,500/- as rent per month negotiation basis of the owner to any other rental place and the Developer shall pay monthly rent to the land owner 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 owner's allocation and after serving of notice to the owner if the owner shall fail and neglect to take possession after expiry of the stipulated period in the said letter of possession, the developer shall not be bound to pay any rental charges to the owner, it is mentioned here that the developer shall provide a good rented accommodation for the owner at its own cost till the handing over the owner's allocation, i.e. on or before completion of said 6 months from the date of sanction building plan. It is mentioned here that if any advance amount is required for rental house that will be paid by the developer but the owner is liable to refund the said amount to the developer at the time of taking owner 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 considered 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 8 chittak land more or less alongwith 517 Sq.ft one storied pucca construction thereon lying and situated at Mouza - Udayrajpur, J.L. No.- 43, Touzi No.- 146, Re-Su No.- 6, Sabak Khatian No.- 102, Malek Khatian No.- 84, Hal L.R. Khatian No.- 1999, 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.- 157 L.I.C. Road, Kolkata - 700 129 which is the sixteen Ana land and property of this deed which is being butted and bounded as follows:-

| | | |
|--------------|---|-------------------------------------|
| On the North | : | Land of a LIC |
| On the South | : | Land of Smt. Lekha Ghosh and others |

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On the East : Land of Sri Ashis Mukherjee & 4' feet wide private passage
On the West : Land of Smt. Nilima Saha Roy & others

SECOND SCHEDULE REFERRED TO ABOVE

(Owner's Allocation)

LAND OWNER'S ALLOCATION shall mean the Developer shall liable to hand over one flat out of the constructed area as per plan sanctioned of the proposed multi-storied building as follows:-

a) One habitual residential flat on the first floor in any side measuring about 750 Sq.ft. super built up area more or less from the proposed building which will be standing over the owner's land including proportionate share of stair and lift in favour of the owner/first party by the developer which is morefully and particularly described in the Second Schedule written hereunder.

b) The Developer shall pay non refundable amount of Rs. 15,00,000/- (Rupees Fifteen lakh) only in the following manner:-

i) At the date of signing of this agreement Rs. 11,40,000/-

ii) Rest amount of Rs. 3,60,000/- will be paid after completion of the proposed building and/or before hand over the owner's 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 and other as market price.

THIRD SCHEDULE REFERRED TO ABOVE

(Developer's Allocation)

DEVELOPER'S ALLOCATION shall mean and include the remaining portion [save and except the owner's allocation] and top of the Roof right of the proposed multi-storied building together with undivided proportionate share of land comprised in the premises after providing owner's allocation as aforesaid which is more fully described in the Third Schedule written hereunder.

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 PAX)**

N.B: The cost of all/any additions and alterations if required by the inending 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 inending 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

Tankaj 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. Kamal Kori Chatterjee
d-1-z Road.
Madhyamgram
cal - 129.
2. Pradip K. Majumdar
271, Shyamnagar Road,
Kolkata - 700055

Mehar Mukherjee

SIGNATURE OF THE OWNER/

FIRST PARTY

Drafted by :

Chiradip Dhar
Reg No - F935/760/95

Chiradip Dhar

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 *Artisan*

Krishna padu Paul

Partner

Tapan Sen

Partner

SIGNATURE OF THE DEVELOPER/

SECOND PARTY

Printed by me :

S. Bhattacharjee

S, Bhattacharjee

For *Artisan*

Pankaj Narayan Datta

Partner

ACKNOWLEDGEMENT OR RECEIPT OF AGREEMENT MONEY

RECEIVED from the within mentioned Developer the within mentioned sum of Rs. 11,40,000
(Rupees Eleven lakh forty thousand) only as part of Agreement money as per memo below:-

MEMO OF CONSIDERATION

| | | | |
|--------------|---|------------|---------------------|
| a) | By D.D. No.- 620684 Dated 18.06.2016 Drawn on Oriental Bank of Commerce | Rs. | 6,00,000.00 |
| b) | By cheque No. 026194 Dated 20.06.2016 Drawn on Oriental Bank of Commerce Madhyamgram Branch | Rs. | 5,00,000.00 |
| c) | By Cash dated 20.06.2016 | Rs. | 40,000.00 |
| Total | | Rs. | 11,40,000.00 |

(Rupees Eleven lakh Forty thousand only)

WITNESSES:-

1. Somnath Sen
South Biresah Bally
Madhyamgram
KOL-700129

2. Pradip K. Majumdar
27A, Shyamnagar Road
Kolkata-700055

Mihir Mukherjee

SIGNATURE OF THE OWNER/

FIRST PARTY

For *Artisan*
Tankar Narayan Datta.
Partner

Mihir Mukherjee