

10058/14

1-09700/16



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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

C 883263

Dr

12438

30-11-16.

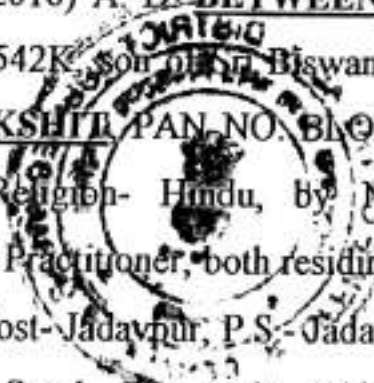
8-1-405752/14

Dr

Addl. District Sub-Registrar
Behala, South 24 Parganas

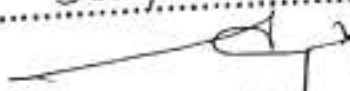
JOINT VENTURE AGREEMENT

THIS AGREEMENT is made on this the 30th day of NOVEMBER, Two Thousand Sixteen (2016) A. D. **BETWEEN** 1) **DR. SANJOY BISWAS**, PAN NO. AKLPB6542K, son of Dr. Biswanath Biswas, 2) **DR. PRITHA BISWAS NEE RAKSHITA** PAN-NO. BLQPR3930G, wife of Dr. Sanjoy Biswas, both by Religion- Hindu, by Nationality- Indian, both by Occupation- Medical Practitioner, both residing at- 47F, Selimpore Lane, 1st Floor, Flat No. 1A, Post- Jadavpur, P.S.- Jadavpur, Kolkata- 700 031, in the District 24 Parganas South, Permanent Address of both- Pathuria Mahal, Kalna, Burdwan, Pin No. 713409, hereinafter called and referred to as the **"LAND OWNERS"** (which expression shall unless otherwise excluded by and/or repugnant to the subject or context mean and include their respective heirs, legal representatives, executors and assigns) of the **FIRST PART**.



Serial..... 851 Date..... 18/11/16
Name.....
Address.....
Rs..... 5000/-

B. N. Manna
M.A., LL.B. (Advocate)
Alipore Judges' Court
Kolkata-27


A. K. PURKAYASTHA (Stamp Vendor)
Alipore Police Court, Kol-27

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B. N. Manna
S/o - Late J. N. Manna
Alipore Judges' Court
Post & P.O. = Alipore
Kolkata - 700027
Occupation - Advocate

A.D.S.R. Behala
3 0 NOV 2016
Dist. South 24 Pgs

Major Information of the Deed

Deed No :	I-1607-09700/2016	Date of Registration	11/30/2016 1:00:16 PM
Query No / Year	1607-1000405752/2016	Office where deed is registered	
Query Date	21/11/2016 2:16:12 PM	A.D.S.R. BEHALA, District South 24-Parganas	
Applicant Name, Address & Other Details	B N MANNA ALIPORE JUDGES COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9831221446, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]. [4310] Other than Immovable Property, Security Bond [Rs : 1,00,000/-]		
Set Forth value	Market Value		
Rs. 40,00,000/-	Rs. 65,74,752/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 10,080/- (Article:48(g))	Rs. 28/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



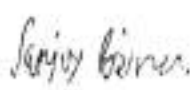
District: South 24-Parganas, P.S:- Haridevpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Diamond Park (Kalua), , Premises No. 122/5, Ward No: 143

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		6 Katha 15 Chatak 26 Sq Ft	39,40,000/-	65,14,752/-	Width of Approach Road: 14 Ft.
Grand Total :					11.5065Dec	39,40,000 /-	65,14,752 /-	

Structure Details :



Sch No	Structure Details	Area of Structure	Selforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	200 Sq Ft.	60,000/-	60,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 3 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		200 sq ft	60,000 /-	60,000 /-	

Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature			
	Name	Photo	Fingerprint	Signature
1	SANJOY BISWAS Son of BISWANATH BISWAS Executed by: Self, Date of Execution: 30/11/2016 , Admitted by: Self, Date of Admission: 30/11/2016 ,Place : Office	 30/11/2016	 L1 30/11/2016	 30/11/2016

05/12/2016 Query No:-16071000405752 / 2016 Deed No :I - 160709700 / 2016. Document is digitally signed







47F, SELMPORE LANE, 1ST FLOOR, Flat No: 1A, P.O:- JADAVPUR, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700031 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. AKLPB6542K, Status :Individual

2	Name	Photo	Fingerprint	Signature
	PRITHA BISWAS NEE RAKSHIT Wife of SANJOY BISWAS Executed by: Self, Date of Execution: 30/11/2016 , Admitted by: Self, Date of Admission: 30/11/2016 ,Place : Office			<i>Pritha Biswas nee Rakshit</i>
	30/11/2016	30/11/2016	30/11/2016	
47F, SELIMPORE LANE, 1ST FLOOR, Flat No: 1A, P.O:- JADAVPUR, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700031 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. BLOPR3930G, Status :Individual				

Developer Details :

Sl No.	Name,Address,Photo,Finger print and Signature
1	PAPAI CIVIL CONTRACTOR AND DEVELOPERS ENY SARAI, P.O:- JOKA, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 Form 60/61 supplied, Status :Organization

Representative Details :

Sl No.	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> <tr> <td> SAIKAT GHOSH Son of DILIP GHOSH Date of Execution - 30/11/2016 , Admitted by: Self, Date of Admission: Nov 30 2016 , Place of Admission of Execution: Office </td> <td></td> <td></td> <td><i>Saikat Ghosh</i></td> </tr> <tr> <td></td> <td>Nov 30 2016 02:53PM</td> <td>Nov 30 2016 12:53PM</td> <td>Nov 30 2016 12:53PM</td> </tr> </table>	Name	Photo	Finger Print	Signature	SAIKAT GHOSH Son of DILIP GHOSH Date of Execution - 30/11/2016 , Admitted by: Self, Date of Admission: Nov 30 2016 , Place of Admission of Execution: Office			<i>Saikat Ghosh</i>		Nov 30 2016 02:53PM	Nov 30 2016 12:53PM	Nov 30 2016 12:53PM
	Name	Photo	Finger Print	Signature									
SAIKAT GHOSH Son of DILIP GHOSH Date of Execution - 30/11/2016 , Admitted by: Self, Date of Admission: Nov 30 2016 , Place of Admission of Execution: Office			<i>Saikat Ghosh</i>										
	Nov 30 2016 02:53PM	Nov 30 2016 12:53PM	Nov 30 2016 12:53PM										
P-36, THAKURPUKUR ROAD, P.O:- THAKURPUKUR, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700063, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ARZPG4496Q, Status : Representative, Representative of : PAPAI CIVIL CONTRACTOR AND DEVELOPERS (as PROPRIETOR)													

Identifier Details :

Name & address	
B N MANNA Son of Late J N MANNA ALIPORE JUDGES COURT, P.O:- ALIPORE, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of SANJOY BISWAS, PRITHA BISWAS NEE RAKSHIT, SAIKAT GHOSH	30/11/2016
<i>B. N. Manna</i>	

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	SANJOY BISWAS	PAPAI CIVIL CONTRACTOR AND DEVELOPERS-5 75323 Dec
2	PRITHA BISWAS NEE RAKSHIT	PAPAI CIVIL CONTRACTOR AND DEVELOPERS-5 75323 Dec

Transfer of property for S1

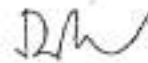
Sl.No	From	To. with area (Name-Area)
1	SANJOY BISWAS	PAPAI CIVIL CONTRACTOR AND DEVELOPERS-100 Sq Ft
2	PRITHA BISWAS NEE RAKSHIT	PAPAI CIVIL CONTRACTOR AND DEVELOPERS-100 Sq Ft

Endorsement For Deed Number : I - 160709700 / 2016

On 21-11-2016

Certificate of Market Value(WB PUV) rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 65,74,752/-



Biswarup Goswami
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal

On 30-11-2016

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 12:38 hrs on 30-11-2016, at the Office of the A.D.S.R. BEHALA by SANJOY BISWAS, one of the Executants.

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

Execution is admitted on 30/11/2016 by 1. SANJOY BISWAS, Son of BISWANATH BISWAS, 47F, SELMPORE LANE 1ST FLOOR, Flat No: 1A, P.O: JADAVPUR, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700031, by caste Hindu, by Profession Others, 2. PRITHA BISWAS NEE RAKSHIT, SANJOY BISWAS, 47F, SELMPORE LANE, 1ST FLOOR, Flat No: 1A, P.O: JADAVPUR, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700031, by caste Hindu, by Profession Others

Identified by B N MANNA, , Son of Late J N MANNA, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 30-11-2016 by SAIKAT GHOSH, PROPRIETOR, PAPAI CIVIL CONTRACTOR AND DEVELOPERS, ENY SARAI, P.O:- JOKA, P.S:- Thakurpukur, District-South 24-Parganas, West Bengal, India, PIN - 700104

Identified by B N MANNA, , Son of Late J N MANNA, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 28/- (E = Rs 28/-) and Registration Fees paid by Cash Rs 28/-

Payment of Stamp Duty

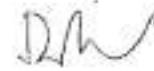
Certified that required Stamp Duty payable for this document is Rs. 10,070/- and Stamp Duty paid by Draft Rs 5,080/-, by Stamp Rs 5,000/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 883263, Amount: Rs.5,000/-, Date of Purchase: 18/11/2016, Vendor name: Ak Purakayastha

Description of Draft

1. Draft(other) No: 933548000442, Date: 30/11/2016, Amount: Rs.5,060/-, Bank: STATE BANK OF INDIA (SBI), S. B. I M.G. ROAD



Biswarup Goswami
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1607-2016, Page from 307320 to 307366
being No 160709700 for the year 2016.



DM

Digitally signed by BISWARUP
GOSWAMI
Date: 2016.12.05 16:21:36 +05:30
Reason: Digital Signing of Deed.

(Biswarup Goswami) 12/5/2016 4:21:36 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
West Bengal.

(This document is digitally signed.)

A N D

PAPAI CIVIL CONTRACTOR AND DEVELOPERS, a Proprietorship Firm having it's Office at- Eny Sarani, Post- Joka, P.S.- Haridevpur, Kolkata- 700 104, in the District South 24-Parganas, This firm is represented by its sole proprietor **SRI SAIKAT GHOSH**, PAN NO.- ARZPG4496Q, son of Sri Dilip Ghosh, by Religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at- No. P-36 Tahkurpukur Road (Ranganathpur Colony), Post & P.S.- Thakurpukur, Kolkata- 700 063, in the District South 24-Parganas, herein after called and referred to as the "**DEVELOPER**" (which expression shall unless otherwise excluded by and/or repugnant to the subject or context mean and include the said Firm its Proprietor, successors-in-office and/or representatives, executors and assigns) of the

SECOND PART.

WHEREAS by a Sale Cowala bearing dated 16th day of December, 1965 registered in Book No. 1, Volume No. 178, Pages from 90 to 94, Being No. 9435 for the year 1965 at Alipore, Sub- Registration Office, 1) Sri Subodh Chandra Das, 2) Sri Sushil Chandra Das, and 3) Sri Sunil Chandra Das, all son of son of Late Jogendra Nath Das as the Vendors for the consideration mentioned therein sold, transferred, conveyed, granted, assigned and assured unto and in favour of One Sri Atul Chandra Pal, son of Late Lakshmi Kanta Pal of Nabapally, Kalua, Thakurpukur, South 24-Parganas therein described as the Purchaser **ALL THAT** piece and parcel of

rayati interest land containing by measurement an area more or less 5 Cotthas situated in Mouza- Joka, P.S.- Thakurpukur, District Sub-Registration Office at Behala, J.L.No. 22, R.S. No. 336, Collectorate Touzi No. 98 appertaining to Dag No. 65, under Khatian No. 289, within the present limit of the Kolkata Municipal Corporation, under Ward No. 143 (formerly Joka No. II Gram Panchayet), under Police Station- Behala, then- Thakurpukur, now- Haridevpur, Sub- Registry Office Behala, Kolkata- 700 104, in the Dist. of 24- Parganas South free from all encumbrances.

AND WHEREAS by a Sale Cowala bearing dated 18th day of January, 1992 registered in Book No. 1, Volume No. 19, Pages from 392 to 398, Being No. 749 for the year 1992 at Alipore, Sub- Registration Office, the said Sri Atul Cahndra Pal as the Vendor for the consideration mentioned therein sold, transferred, conveyed, granted, assigned and assured unto and in favour of One Sri Dilip Kumar Mukherjee therein described as the Purchaser **ALL THAT** piece and parcel of-revenue paying rayati interest land measuring an area more or less 5 Cotthas situated in Mouza- Kalua, P.S.- Thakurpukur, at present- Haridevpur, A.D.S.R. Behala, J.L.No. 22, R.S. No. 336, Collectorate Touzi No. 98 appertaining to Dag No. 65, under Khatian No. 289, within the present limit of the Kolkata Municipal Corporation, under Ward No. 143 (formerly Joka No. II Gram Panchayet), under Police Station- Behala, then- Thakurpukur, now- Haridevpur, Sub- Registry Office Behala, Kolkata- 700 104, in the Dist. of 24- Parganas South free from all encumbrances.

AND WHEREAS by a Deed of Conveyance bearing dated 28th January, 2010 registered in Book No. 1, CD Volume No. 2, Pages from 6472 to 6488 as Deed No. 00672 for the year 2010 in the office of the Additional Registrar of Assurance-I, Kolkata, the said Dilip Kumar Mukherjee as the Vendor for the consideration therein mentioned sold, transferred, conveyed, granted, assigned and assured unto and in favour of Smt. Manjula Karmakar, therein described as the Purchaser, **ALL THAT** the said piece and parcel of revenue paying rayati interest land measuring an area more or less 5 Cotthas situated at Mouza- Kalua, P.S.- Thakurpukur, at present- Haridevpur, A.D.S.R. Behala, J.L.No. 22, R.S. No. 336, Collectorate Touzi No. 98 appertaining to Dag No. 65, under Khatian No. 289, within the present limit of the Kolkata Municipal Corporation, under Ward No. 143 (formerly Joka No. II Gram Panchayet), under Police Station- Behala, then- Thakurpukur, now- Haridevpur, Sub- Registry Office Behala, Kolkata- 700 104, in the Dist. of 24- Parganas South free from all encumbrances.

AND WHEREAS the said Smt. Manjula Karmakar is seized and possessed of and otherwise well sufficiently, entitled to the said land messuage, tenements, hereditaments, and appurtenance (hereinafter intended to be granted and conveyed and hereinafter referred to as the said land) as an absolute and indefeasible estate in free simple or an estate equivalent thereto free from all encumbrances and caused her name recorded and mutated in the office of the B.L. & L.R.O., T.M. Block at Behala and local Joka No. II

Gram Panchayet and recorded as L.R. Dag No. 74, under L.R. Khatian No. 7170, in the Dist. 24- Parganas South free from all encumbrances.

AND WHEREAS by a Deed of Conveyance bearing dated 06th June, 2014 registered in Book No. 1, CD Volume No. 9, Pages from 3345 to 3361 as Deed No. 06323 for the year 2014 in the office of the Additional District Sub- Registrar II, the said Smt. Manjula Karmakar as the Vendor for the consideration therein mentioned sold, transferred, conveyed, granted, assigned and assured unto and in favour of 1) Dr. Sanjoy Biswas, 2) Dr. Pritha Biswas Nee Rakshit, therein described as the Purchasers (Land Owners) **ALL THAT** the said piece and parcel of revenue paying rayati interest land measuring an area more or less 5 Cotthas situated at Mouza- Kalua, P.S.- Thakurpukur, at present- Haridevpur, A.D.S.R. Behala, J.L.No. 22, R.S. No. 336, Collectorate Touzi No. 98 appertaining to Dag No. 65, under Khatian No. 289, within the present limit of the Kolkata Municipal Corporation, under Ward No. 143 (formerly Joka No. II Gram Panchayet), under Police Station- Behala, then- Thakurpukur, now- Haridevpur, Sub-Registry Office Behala, Kolkata- 700 104, in the Dist. of 24- Parganas South free from all encumbrances.

AND WHEREAS by a conveyance bearing dated 29th June, 1970 registered in Book No. I, Volume No. 68, at Pages from 640 to 647, Being No. 2843 for the year 1970 at the Registrar of Assurances, Kolkata, one Nani Gopal Chakraborty as the Vendor for the consideration mentioned therein sold, transferred, conveyed, granted, assigned and assured unto and

in favour of The Ash Land and Housing Co-operative Society Limited subsequently renamed as Diamond Park Land and Housing Co-operative Society Ltd. a Co-operative Society registered under the Bengal Co-operative Societies Act, 1940 having its office at Diamond Park, Diamond Harbour Road, under P.S.- Thakurpukur, at present- Haridevpur, South 24-Parganas therein described as the Purchaser **ALL THAT** piece and parcel of rayati interest land containing by measurement an area more or less 33 decimals situated at Mouza- Kalua, P.S.- Thakurpukur, at present- Haridevpur, A.D.S.R. Behala, J.L.No. 22, R.S. No. 336, Collectorate Touzi No. 98 appertaining to R.S. Dag No. 65, L.R. Dag No. 74, under R.S. Khatian No. 289, within the present limit of the Kolkata Municipal Corporation, under Ward No. 143 (formerly Joka No. II Gram Panchayet), under Police Station- Behala, then- Thakurpukur, now- Haridevpur, Sub-Registry Office Behala, Kolkata- 700 104, in the Dist. of 24- Parganas South free from all encumbrances.

AND WHEREAS by a conveyance bearing dated 31st August, 1982 registered in Book No. I, Volume No. 317, at Pages from 151 to 155, Being No. 12194 for the year 1982 at Alipore District Registration Office, which was subsequently rectified/ amended by Deed of Rectification bearing date 15th September 1990 registered in Book No. I, Volume No. 337, Pages from 236 to 238, Being No. 13655 for the year 1990 at the office of the Dist. Sub-Registrar, South 24- Parganas the said Diamond Park and Housing Co-Operative Society Limited as the Vendor for the consideration mentioned

therein sold, transferred, conveyed, assigned and assured unto and in favour of one Sri Dilip Kumar Mukherjee, therein described as the Purchaser **ALL THAT** piece and parcel of revenue paying rayati interest land measuring an area more or less 1 Cottha 15 Chittaks 26 sq. ft., Being Scheme Plot No. 506, situated at Mouza- Kalua, P.S.- Thakurpukur, at present- Haridevpur, A.D.S.R. Behala, J.L.No. 22, R.S. No. 336, Collectorate Touzi No. 98 appertaining to R.S. Dag No. 65, under Khatian No. 289, within the present limit of the Kolkata Municipal Corporation, under Ward No. 143 (formerly Joka No. II Gram Panchayet), under Police Station- Behala, then- Thakurpukur, now- Haridevpur, Sub- Registry Office Behala, Kolkata- 700 104, in the Dist. of 24- Parganas South free from all encumbrances.

AND WHEREAS by a Deed of Conveyance bearing dated 28th January, 2010 registered in Book No. 1, CD Volume No. 2, Pages from 6455 to 6471 as Deed No. 00671 for the year 2010 in the office of the Additional Registrar of Assurance-I, Kolkata, the said Dilip Kumar Mukherjee as the Vendor for the consideration therein mentioned sold, transferred, conveyed, granted, assigned and assured unto and in favour of Smt. Manjula Karmakar, therein described as the Purchaser, **ALL THAT** the said piece and parcel of revenue paying rayati interest land measuring an area more or less 1 Cottha 15 Chittaks 26 sq. ft. situated at Mouza- Kalua, P.S.- Thakurpukur, at present- Haridevpur, A.D.S.R. Behala, J.L.No. 22, R.S. No. 336, Collectorate Touzi No. 98 appertaining to Dag No. 65, under Khatian No. 289, within the present limit of the Kolkata Municipal Corporation, under

Ward No. 143 (formerly Joka No. II Gram Panchayet), under Police Station- Behala, then- Thakurpukur, now- Haridevpur, Sub- Registry Office Behala, Kolkata- 700 104, in the Dist. of 24- Parganas South free from all encumbrances.

AND WHEREAS the said Smt. Manjula Karmakar thus becoming the absolute Owner of the aforementioned land caused her name recorded and mutated in the office of the B.L. & L.R.O. T.M. Block at Behala and local Joka No. II Gram Panchayet and recorded as L.R. Dag No. 74, under L.R. Khatian No. 7170, in the Dist. 24- Parganas South free from all encumbrances.

AND WHEREAS the said Smt. Manjula Karmakar is seized and possessed of and otherwise well sufficiently, entitled to the said land messuage, tenements, hereditaments, and appurtenance (hereinafter intended to be granted and conveyed and hereinafter referred to as the said land) as an absolute and indefeasible estate in free simple or an estate equivalent thereto free from all encumbrances.

AND WHEREAS by a Deed of Conveyance bearing dated 06th June, 2014 registered in Book No. 1, CD Volume No. 9, Pages from 3362 to 3370 as Deed No. 06324 for the year 2014 in the office of the Additional District Sub- Registrar II, the said Smt. Manjula Karmakar as the Vendor for the consideration therein mentioned sold, transferred, conveyed, granted, assigned and assured unto and in favour of 1) Dr. Sanjoy Biswas, 2) Dr. Pritha Biswas Nee Rakshit, therein described as the Purchasers (Land

Owners) **ALL THAT** the said piece and parcel of revenue paying rayati interest land measuring an area more or less 1 Cottha 15 Chittaks 26 sq. ft. situated at Mouza- Kalua, P.S.- Thakurpukur, at present- Haridevpur, A.D.S.R. Behala, J.L.No. 22, R.S. No. 336, Collectorate Touzi No. 98 appertaining to Dag No. 65, under Khatian No. 289, within the present limit of the Kolkata Municipal Corporation, under Ward No. 143 (formerly Joka No. II Gram Panchayet), under Police Station- Behala, then- Thakurpukur, now- Haridevpur, Sub- Registry Office Behala, Kolkata- 700 104, in the Dist. of 24- Parganas South free from all encumbrances.

AND WHEREAS the present land owners (Dr. Sanjoy Biswas & Dr. Pritha Biswas Nee Rakshit) after purchasing the aforesaid registered two deeds they while seized and possessed of the aforesaid property (area of land more or less 6 Cotthas 15 Chittaks 26 sq. ft.) as absolute bonafied owners mutated and recorded their names in the record of L.R. record of rights being L.R. Khatian No. 7198 & 7199, in L.R. Dag No. 74 and also conversion the said land Sali to Bastu Being vide Memo No. 1/1658 & 1/1659 dated 11/09/2015 and Case No. 1037 dated 24/09/2014 and from B.L. & L.R.O. office in the 24- Parganas South and as well as mutated their names in the record of Kolkata Municipal Corporation and the said property is known and numbered as 122/5 Diamond Park, under Ward No. 143, Assessee No. 71-143-06-0369-7, P.S.- Thakurpukur, now- Haridevpur, Kolkata- 700 104, in the Dist. 24- Parganas South.

AND WHEREAS thus the present owners lawfully and absolutely seized and possessed **ALL THAT** piece and parcel of the Bastu land measuring an area 06 Cotthas 15 Chittaks 26 sq. ft. be the same a little more or less lying and situated at Mouza- Kalua, J.L. No. 22, R.S. No. 336, Touzi No. 98, under R.S. Khatian No. 289, in R.S. Dag No. 65, under L.R. Khatian Nos. 7198 & 7199, in L.R. Dag No. 74, within the present limit of the Kolkata Municipal Corporation, (formerly Joka No. II Gram Panchayet), Being Premises No. 122/5 Diamond Park, under Ward No. 143, Assessee No. 71-143-06-0369-7, P.S.- Thakurpukur, now- Haridevpur, Kolkata- 700 104, in the Dist. 24- Parganas South free from all encumbrances.

AND WHEREAS the owners in course of such owning and possessing of the property mentioned hereinabove and hereunder in schedule having desirous of developing the said (Property) premises, by constructing a new building in accordance with the plan or plans to be sanctioned by the Competent Authority (K.M.C.) and the owner have approached the Developer for the purpose of developing the aforesaid property in terms of the plan to be sanctioned by the Authority Concerned.

AND WHEREAS the parties after having been agreed to perform their respective Act, under terms and condition to give a good shape to the construction/ Development of the property and as such entered into this agreement under terms and condition noted hereunder for the matter of further reference.

NOW THIS INDENTURE WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

- 1) **OWNERS** :- shall mean and include the said Dr. Sanjoy Biswas & Dr. Pritha Biswas Nee Rakshit and their heirs, legal representatives, executors, administrators and assigns.
- 2) **DEVELOPER** :- shall mean and include the said Papai Civil Contractor And Developers and his legal heirs, representatives, executors, administrators and assigns.
- 3) **THE SAID PROPERTY** :- shall mean the entirety of the property **ALL THAT** piece and parcel of the land measuring an area 06 (Six) Cotthas 15 (Fifteen) Chittaks 26 (Twenty Six) sq. ft. be the same a little more or less lying and situated at Mouza- Kalua, J.L. No. 22, R.S. No. 336, Touzi No. 98, under R.S. Khatian No. 289, in R.S. Dag No. 65, under L.R. Khatian Nos. 7198 & 7199 in L.R. Dag No. 74, within the present limit of the Kolkata Municipal Corporation, (formerly Joka No. II Gram Panchayet), Being Premises No. 122/5 Diamond Park, under Ward No. 143, Assessee No. 71-143-06-0369-7, under Police Station- Behala, then- Thakurpukur, now- Haridevpur, Sub- Registry Office Behala, Kolkata- 700 104, in the Dist. of 24- Parganas South which is morefully described in the **FIRST SCHEDULE** hereunder written.

- 4) **NEW BUILDING** :- shall mean the proposed of G + III storied building to be constructed over the land described in the Schedule below.
- 5) **COMMON FACILITIES AND AMENITIES** :- shall mean and include staircase and passage ways, provide by the Developer overhead and underground water tank, water pump and motor including other facilities to be enjoyed jointly and equally by the occupiers of respective flat/ flats as would be constructed on the property.
- 6) **SUPER BUILT- UP AREA** :- shall mean and include entire plinth area of a flat along with proportionate share of staircase leading from ground floor to the roof of the building, underground and overhead water reservoir etc. as also other portion / portions to be taken into account.
- 7) **SALABLE SPACE** :- shall mean the space in the new building available for independent to be use and occupation by intended purchasers after making due provisions of the owner's allocation and for common facilities and the space required thereof.
- 8) **OWNER'S ALLOCATION** :- shall mean the 30% F.A.R. on GROUND FLOOR (super built-up area), & 1635 sq. ft. Flat on 3RD /TOP FLOOR (super built-up area) of the said building to be constructed, erected and completed by the Developer at the said premises as per plan together with doors, windows, water and

drainage pipe lines electrical and sanitary fittings thereto to be exclusively Owner's allocated portion of the said newly constructed building.

- 9) **DEVELOPER ALLOCATION** :- shall mean the remaining 70% F.A.R. GROUND FLOOR (super built-up area) and entire 1ST & 2ND FLOOR (super built-up area) & remaining Flat on 3RD /TOP FLOOR (super built-up area) or portion of the new building including common roof right, overhead water reservoir and also the vacant portion of the land of the said premises together with the absolute right on the part of the developer to enter into agreement for sale, transfer, lease or rent or any manner of deal with the same as the absolute owners thereof.
- 10) **THE ARCHITECT** :- shall mean such person or persons who may be appointed by the Developer for designing and planning of the new building.
- 11) **BUILDING PLAN** :- would mean such plan or plans prepared by the Architect for the construction of new building and sanctioned by the Kolkata Municipal Corporation.
- 12) **TRANSFER** :- with its grammatical variation shall include transfer by possession and by any other means adopted for affecting what is understood as a transfer of space in multi-storied building to purchaser thereof.

- 13) **TRANSFeree** :- shall mean a person, firm, limited company, Association of persons to whom any space in the building has been transferred.
- 14) **WORDS** :- importing singular shall include plural and vice-versa.
- 15) **WORDS** :- importing masculine gender shall include feminine and neuter gender, Likewise words importing feminine gender shall include masculine gender neutral genders and similarly words importing neutral gender shall include Masculine and Feminine Genders.

ARTICLE – II COMMENCEMENT

This agreement shall be deemed to have commenced with effect from the date of execution of these presents.

ARTICLE — III

(Owner's right & representations)

- 1) The owners are absolutely seized and possessed of and/ or otherwise well and sufficiently entitled to the said property.
- 2) None other than the owner have any claim, right, title and/ or demand over and in respect of the said property and/ or any portion thereof.
- 3) The said property is free from all encumbrances charges, lines, lispendens, attachment, trust, acquisition, requisitions whatsoever or howsoever.

- 4) All the responsibility regarding the land and other properties will be borne by the owners and owners are liable to clear any dispute arising out of the said property.

ARTICLE - IV DEVELOPER'S RIGHT

- 1) The owners hereby grants subject to what has been hereunder provided, exclusive right to the Developer to build up the said premises and to construct new building thereon at his own cost, expenses and responsibility in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation with or without any amendment and/ or modification thereon made or caused to be made by the parties hereto.
- 2) All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer in the owner at his own cost and expenses and the Developer shall pay and bear all fees including Architect's fees charges and expenses required to be paid or deposited for exploitations of the property PROVIDED HOWEVER that the Developer shall be exclusive entitled to all refunds or any of all payments and/ or deposit made by the promoter.
- 3) Nothing in these present shall be construed as a demise or assignment or conveyance in law by the owners of the said premises or any part

thereof to the Developer or as creating any right, title or interest in respect thereof of the Developer, unless so mentioned other than an exclusive licence to the Developer to commercially exploit the same in terms hereof and a right to deal with the Developer's allocation in the propose new building in the manner hereinafter stated. The Developer can enter in to any Agreement for sale, transfer, lease, rent or in any deal with any person/ persons individuals for Developer's Allocation only.

ARTICLE – V CONSIDERATION

- 1) In consideration of the owners having agreed to permit the Developer to commercially exploit the said premises as also in consideration of the land provided by the owner for that purpose and to construct erect and build new buildings in accordance with the plan sanctioned by the Kolkata Municipal Corporation. The Developer simultaneously shall provided to the Owners shall mean the 30% F.A.R. on Ground Floor (super built-up area), & 1635 sq. ft. Flat on 3rd /Top Floor (super built-up area) of the said building to be constructed on the said land which is morefully and particularly described in the Second Schedule hereunder written to be constructed, erected and completed by the Developer at the said premises as per plan together with doors, windows, water and drainage pipe lines electrical and sanitary fittings thereto to be exclusively owners allocated portion of the said newly constructed building

- 2) The Developer shall give possession remaining 70% F.A.R. GROUND FLOOR (super built-up area) and entire 1ST & 2ND FLOOR (super built-up area) & remaining Flat on 3RD /TOP FLOOR (super built-up area) proportionate in all floors in the new building to be constructed at the said premises to the owners as owner's allocation before selling any flat of the said building by the Developer.
- 3) The Developer hereby undertakes to construct and complete the new building at the said premises within period of 36 (Thirty Six) months from the date of Registration of the Joint Venture Agreement. If the Developer unable to complete within 36 (Thirty Six) months the Developer will have to pay the owners Rs. 1,00,000/- (One Lac) only otherwise the owners have the right to take legal action.
- 4) It is expressly agreed by and between the parties hereto that the owners will have proportionate right on the roof of the building along with the roof of the staircase and other common portion and common amenities of the newly constructed building.

ARTICLE - VI PROCEDURE

- 1) The owners shall grant to the Developer a General Power of Attorney as may be required for the purpose of obtaining necessary permission and sanction from different authorities in connection with the construction of the building.

- 2) The owners shall arrange to hand over the vacant khas possession of the entirety of the said premises for constructing a new Building on the said premises in terms of this agreement. Be it further mentioned that the owners will remain fully responsible regarding the possession of the said land along with any other disputes in connection with the said land. The Developer will be responsible for the construction and liability of Income Tax and other taxes if any shall be borne by the Developer for the portion of Developer's allocation in the building.

ARTICLE – VII SPACE ALLOCATION

- 1) On completion of the new building the owners shall be entitled in the first instance to the Owners Allocation 30% F.A.R. on Ground Floor (super built-up area), & 1635 sq. ft. Flat on 3rd /Top Floor (super built-up area) of the said building as stated hereinabove.
- 2) The Developer shall on completion of the new building put the owners in undisputed vacant possession of the owners allocation before selling any flat of the Developer's allocation.
- 3) Subject as aforesaid common portions of the said building and the open spaces the stair case leading to the building along with the roof of the building, roof of the staircase, roof of the overhead water reservoir and vacant portions of the land of the said premises shall belong to the Developer and the owners proportionately.

- 4) The Developer shall be exclusively entitled to the Developer's allocation in the new building with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the owners and the owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation and vice versa.
- 5) In so far necessary all dealings by the Developer in respect of the new building shall be in the name of the owners for which purpose the owners undertake to give the Developer power of Attorney in a form and manner reasonably required by the Developer it being understood, however, that such dealing shall not in any manner fasten or create any financial liability upon the owner nor there shall be any clause inconsistent with or against the terms mentioned in this agreement. That the Developer shall have absolute right to take booking money/ earnest money and also right to sale the Developer's allocation and make registration in favour of the intending purchaser or purchasers and also liable to taken permission from Income Tax Authority, if necessary.
- 6) The owners shall execute the Deed of conveyance or conveyances in favour of the Developer and/ or his nominee or nominees, cost, if any, to be borne by the Developer and/ or his nominee or nominees, in such part or as shall be required by the Developer at the time of taking possession of the owners allocation, sale proceeds in the Developer.

- 7) The owners shall bear and pay the Taxes for the portion allotted to him as owner's Allocation after taking possession of such portion/portions from the Developer and the Developer shall bear and pay all taxes and outgoings related to the portions allotted to him as Developer's Allocation.

ARTICLE VIII BUILDINGS

- 1) The Developer shall at his own cost construct erect and complete the new building at the said premises in accordance with the sanctioned plan with good and standard materials as may be specified by the Architects from time to time.
- 2) Subject as aforesaid the decision of the Developer regarding the quality of the materials shall be final and binding between the parties hereto.
- 3) The Developer shall be authorised in the name of the owners in so far as is necessary to apply for and obtain temporary and permanent connections of water, electricity power, drainage and sewerage to the new building and other inputs and facilities required for the construction or enjoyment of the building for which purpose the owners shall execute in favour of the Developer and his nominee or nominees Power of Attorney and other authorities as shall be required by the Developer.

- 4) The Developer shall construct and complete the said new building and various unit and/ or apartments therein in accordance with the sanctioned building plan without creating any financial or other liability on the owners and amendment thereto made or caused to be made by the Developer.
- 5) All cost charges and expenses including Architect's fees shall be discharged by the Developer and the owner shall bear no responsibility in this context.

ARTICLE IX COMMON FACILITIES

- 1) As soon as the new building is completed including all fittings water, electricity and sewer, connections the Developer shall give written notice to the owner requiring the owner to take possession of the owners allocations in the building and if there be no dispute regarding the completion of the building, in terms of this agreements and according to the specifications and plan thereof and the Developer and/ or his nominee or nominees shall pay taxes rates dues and other public outgoing or impositions whatsoever and shall be responsible for all matters relating to income tax, wealth tax, other taxes due and/ or payable in relation to Developer' allocation in proportion to the area allotted to the Developer as Developer's allocations (hereinafter for the sake of brevity referred to as the said rates) the rates to be apportioned pro- rata with reference to the saleable space in the building if they are levied on the building as a whole.

- 2) The owners and the Developer shall punctually and regularly pay for their allocation's the said rates and taxes to the concerned authorities and both the parties shall keep each other indemnified against all claims, actions, demands, costs charges, expenses and proceeding whatsoever directly or indirectly instituted against or suffered by or paid by either of them, as the case may be consequent upon a default by the owners or the Developer in the behalf.
- 3) As and from the date of service of notice of possession the owners shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the service charges for the common facilities in the new building payable with respect of the owner allocation, said charges to include proportionate share of premium for the insurance of the building water, fair scavenging charges and taxes, lights, sanitation and management of the common facilities renovation replacement repair and maintenance charges and expenses for the building and of all common pipes, pumps, motors and other electrical mechanical installations appliance and equipment stairways, passage ways and other common facilities whatsoever as may be mutually agreed from time to time.
- 4) Neither party shall transfer or permit to transfer of their respective allocations or any portion thereof unless : (a) such party shall have observed and performed all terms and conditions on their respective part to be observed and/ or performed, (b) the proposed transfer shall

have given a written understanding to be bound by the terms and conditions hereof and to duly and promptly pay all and whatsoever shall be payable in relation to the area in his/ her possession.

- 5) Both parties shall abide by all laws bye- laws rules and regulations of the Government, local bodies and associations when formed in future as the case may be without invading the right of the owners.
- 6) The respective allottees shall keep the interior and walls, sewers, drains, pipes, and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the new building in good working conditions and repair and in particular so as not to cause any.
- 7) The parties hereto shall not do or cause or permit to be done any Act or thing which may render void and voidable any insurance of the new building or any part thereof and shall keep the Developer and other occupiers of the said buildings harmless and indemnified from and against consequences of any breach.
- 8) No good or other items shall be kept by the owners for display or otherwise in or around corridors or other place of common use in the new building and no hindrance shall be caused in any manner in the free movement in the places of common use in the new building and

in case any such hindrance is caused the Owners & Developer will be entitled to remove the same at the risk and cost of the flat owners.

- 9) Neither party shall throw or accumulate any dirt rubbish water or refuse or permit the same to be thrown or accumulated in or about the new building or in the compounds or any other portion or portions of the new building.
- 10) The owners shall permit the Developer and his servants and agents with or without workmen and other at all reasonable time to enter into and upon the owners allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/ or for the purpose of no parking maintaining re-building cleaning lighting and keeping in order and good condition any common facilities and/ or for the purpose of pulling of pulling down maintaining repairing and testing, cleaning of drains and water pipes and electric wires and for any similar purposes.

ARTICLE X OWNER'S OBLIGATION

- 1) The owners hereby agree and covenants with the Developer not to cause any interference or hindrance in the constructions of the said building at the said property by the Developer.

- 2) The owners hereby agree and covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/ or disposing of any of the Developer's allocated portion of the building after the completion of the new building. Provided the Developer hand over peaceful vacant possession of the owner's allocation unto the owner or their nominees at first.
- 3) The owners hereby agree and covenant with the Developer not to let out, grant, lease, mortgage and/ or charge the said Developer's Allocation thereof without the consent in writing of the Developer during the period of construction.

ARTICLE XI DEVELOPER'S OBLIGATION

- 1) The Developer hereby agrees and covenants with the owners to complete the construction of the new building **within 36 (Thirty Six) months** from the date of Registration of the Joint Venture Agreement. If the Developer unable to complete within **36 (Thirty Six) months** the Developer will have to pay the owner **Rs. 1,00,000/- (One Lac)** only otherwise the owners have the right to take legal action.
- 2) The Developer hereby agrees and covenants with the owners not to transfer and/ or assign the owners benefits of the agreement or any portion thereof.

- 3) The Developer hereby agrees and covenants with the owners not to violate or contravene any of the provision or rules applicable for construction of the building.
- 4) The Developer hereby agrees and covenants with the owners not to do any act deed or thing whereby the owners is prevented from enjoying, selling, assigning and disposing of any of the owner's allocation in the new building at the said premises.

ARTICLE XII OWNER'S INDEMNITY

- 1) The owners hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy his allocated space without any interference and/ or disturbance provided the Developer performs and fulfils all the terms and conditions herein contained and/ or its to be observe and performed.

ARTICLE XIII DEVELOPER'S INDEMNITY

- 1) The developer hereby undertakes to keep the owners indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in or relation to the construction of the said building.

- 2) The Developer hereby undertakes to keep the owners indemnified against all action 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 in the matter of construction of the said building and/ or any defect therein.

ARTICLE XIV MISCELLANEOUS

- 1) The owners and the Developer have entered into the agreement purely as a contract and nothing contained herein shall be deemed to construe as partnership between the Developer and the owners or as a Joint Venture between the parties hereto in any manner nor shall the parties hereto constituted as an Association of persons.
- 2) It is understood that from time to time to facilitate the construction of the new building by the Developer various deed matters and things not herein specified may be required to be done by Developer and for which the Developer may need the authority of the owners and various application and other documents may be required to be signed or made by the owners relative to which specified provision may not have been mentioned herein the owners hereby undertakes to do all such acts deeds matters and things that may be responsibly required to be done in the matter and the owners shall execute any such additional Power of Attorney and/ or authorisation as may be required by the

Developer and the owners also further undertake to sign and execute all such additional applications and other documents as the case may be provided that all such acts deeds matters and things do not any way infringe on the rights of the owners and/ or so against the spirit of this agreement.

- 3) Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have served on the owners if delivered by hand and duly acknowledged or sent by pre- said registered post with acknowledgement due and shall likewise be deemed to have been served on the Developer delivered by hand or sent by pre- paid Registered post to the registered office of the Developer.
- 4) Nothing in these present shall be constructed as a demise or assignment or conveyance in law by the Owners of the said property of any part thereof to the Developer or as creating any right title or interest in respect thereof in the Development rather it is an exclusive licence to the Developer to commercially exploit the same in the terms thereof provided. The Developer shall be entitled to borrow money from any Bank or Bankers without creating any financial liability on the owners or affecting their estate and interest in the said premises and it being expressly agreed and understood that in no event the owner nor any of his estate shall be responsible and/ or be made liable for payment of any dues of such bank or banks and for

that purpose the Developer shall keep the owners indemnified against all action suits proceeding and costs charges and expenses in respect thereof.

- 5) As from the date of completion of the new building, the Developer and/ or his transferees and the owners and/ or their transferees shall each be liable to pay and bear proportionate charges on account of ground rent and other taxes payable in respect of there space.

ARTICLE XV FORCE MAJEURE

- 1) The Parties hereto shall not be considered to be liable for any obligation there under to the extent the performance of the relative obligations prevented by the existence of the force majeure and shall be suspended from the obligation during the duration force majeure.
- 2) Force Majeure shall mean flood, earth quake, riot, war storm, tempest, civil commotion, strike, lockout and/ or any other act or commission beyond the control of the parties hereto.

ARTICLE XVI JOINT OBLIGATION

- 1) The Developer shall develop and construct a multi storied building o the said land as per rules after utilising the available F.A.R. as per present rules in vogue.

- 2) The owners shall sign in all papers such as plans, documents and deeds those may be required by the Developer for successful implementation of the project.
- 3) The owners will forward to the Developer the title deed of the land in respect of their share on execution of the agreement for Developer's record and reference. The said original title deed, deeds shall ultimately be returned by the Developer to the owner for its prevention.

ARTICLE XVII ARBITRATION

In case of any dispute difference or question arising between the parties hereto with regard to this agreement, the same shall be referred to arbitration under the provision of the Indian Arbitration Act, 1996 and / or any other statutory modifications and/or enactments.

ARTICLE XVIII JURISDICTION

The Courts at Alipore and Kolkata along shall have the jurisdiction to entertain and determine all actions suits and proceeding arising out these present between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of the Bastu land measuring an area 06 (Six) Cotthas 15 (Fifteen) Chittaks 26 (Twenty Six) sq. ft. along with R.T.S.

200 sq. ft. be the same a little more or less lying and situated at Mouza-
Kalua, J.L. No. 22, R.S. No. 336, Touzi No. 98, under R.S. Khatian No. 289,
in R.S. Dag No. 65, under L.R. Khatian Nos. 7198 & 7199 in L.R. Dag No.
74, within the present limit of the Kolkata Municipal Corporation, (formerly
Joka No. II Gram Panchayet), Being Premises No. 122/5 Diamond Park,
under Ward No. 143, Assessee No. 71-143-06-0369-7, under Police Station-
Behala, then- Thakurpukur, now- Haridevpur, Sub- Registry Office Behala,
Kolkata- 700 104, in the Dist. of 24- Parganas South The land is butted and
bounded by in the following manner:-

ON THE NORTH: Land of R.S. Dag No. 69 (Ranjan Nagar);

ON THE SOUTH: Diamond Park Society Plot Nos. "507 & 508";

ON THE EAST: Property of Sri Kailash Chandra Pal R.S. Dag No. 65;

ON THE WEST: 14ft. wide Road and Society Plot No. "505";

THE SECOND SCHEDULE ABOVE REFERRED TO
(OWNER'S ALLOCATION)

ALL THAT The 30% F.A.R. on the GROUND FLOOR (super built-up
area) & 1635 (One Thousand Six Hundred Thirty Five) sq. ft. Flat on
the 3RD/TOP FLOOR (super built up- area) Southern side of the said
building to be constructed, erected and completed by the Developer at
the said premises as per plan together with doors, windows, water
and drainage pipe lines electrical and sanitary fittings thereto to be

exclusively owner's allocated portion of the said newly constructed building by the Developer to the Owners at the time of the execution of this agreement.

THE THIRD SCHEDULE ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

The Developer shall be entitled to get remaining 70% F.A.R. on the GROUND FLOOR (super built-up area) & Entire 1ST and 2ND FLOOR (super built up-area) & remaining Flat on the 3RD /TOP FLOOR (super built up- area) or portion of the newly of the newly constructed building including the flat and car parking as per plan sanctioned by the K.M.C. together with undivided proportionate share of land and common amenities and facilities of the newly constructed building of the said premises mentioned in the First Schedule herein above together with absolute right to enter into Agreement for sale or any type of transfer, lease or any deal with the same as the owner thereof in the manner hereinafter provided.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATION)

- 1) Earth cutting and Base Casting = As per sanction plan.
- 2) Brick works = 1st class picket with 6:1 mortar.
- 3) R.C.C. Works = As per sanctioned plan (Structural Drawings)
- 4) Doors = Frame 3" x 2 1/2 Sal wood and palla commercial flash door.

- 5) Windows = aluminium Sliding Glass palla.
- 6) Grill = 18/5 mm steel with simple design.
- 7) Plaster = $\frac{1}{2}$ "thick sand Cement plaster inside and out side walls, ceiling, chaja etc. Of the building.
- 8) Plaster of Paris = all rooms inside.
- 9) Colours = Outside Snowcem.
- 10) Electric Works = Concealed wiring with Anchor Switches and wire with normal and necessary points. No extra charges for A.C points, M.C.B/ Cable line, exhaust, Telephone Line.
- 11) Plumbing Works = Concealed wiring with Esco fittings with normal and necessary points.
- 12) Toilet = Galze Tiles fittings up to 6'-0" height with white Commode/ pan 2 nos of Tab Esco, 1No. Of Shower, no extra charges for hot water line and Geezer line.
- 13) Septic Tank, Water Reservoir, Water Tank and Stair Head room = As per sanctioned plan.
- 14) No Electric connection charges of every flat will pay by the developer.
- 15) Passage Area Pavement with grey net cement finished.
- 16) All floors shall have made by Marble.
- 17) Kitchen = To be provided with a cooking table with Black tiles and walls Glaze Tiles fittings up to 6'-0" height.

IN WITNESS WHEREOF the parties hereto have hereto set
subscribe their respective hands and seals on the day month and year first
above written.

SIGNED AND DELIVERED BY
THE WITHIN NAMED OWNER
IN THE PRESENCE OF:-

1. JOYDEEP KARMAKAR
B4/5 D, Diamond
Park P.S. Hamdumpur
KOL-104

Jaydeep Bismar,
Pritam Bismar nee Rakshit

(LAND OWNERS)

2. *Sourav Halder*
B/8 Emy Sarani Joka
KOL-104

SIGNED AND DELIVERED BY
THE WITHIN NAMED DEVELOPER
IN THE PRESENCE OF:-

1. JOYDEEP KARMAKAR
B4/5 D, Diamond
Park Joka. KOL-104
P.S. Hamdumpur.

PAPAI CIVIL CONTRACTOR AND DEVELOPERS
Saikat Ghosh.
Proprietor

(DEVELOPER)

2. *Sourav Halder.*
B/8 Emy Sarani Joka
KOL-104.

Drafted by me,

Baidyanath Manna.
Advocate

Alipore Judges' Court, Kolkata- 700 027.

Computer Print by me,

Babu Manna
(BABU MANNA)

Alipore Judges' Court, Kolkata- 700 027.



**Government of West Bengal
Directorate of Registration & Stamp Revenue**

e-Assessment Slip

Query No / Year	1607-1000405752/2016	Office where deed will be registered
Query Date	21/11/2016 2:16:12 PM	A.D.S.R. BEHALA, District. South 24-Parganas
Applicant Name, Address & Other Details	B N MANNA ALIPORE JUDGES COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9831221446, Status : Advocate	
Transaction	Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4310] Other than Immovable Property, Security Bond [Rs : 1,00,000/-]	
Set Forth value	Market Value	
Rs. 40,00,000/-	Rs. 65,74,752/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 10,070/- (Article:48(g))	Rs. 28/- (Article E, E, E)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
		Rs. 5,000/-
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)	

Land Details :

District. South 24-Parganas, P.S.- Haridevpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Diamond Park (Kalua), Premises No. 122/5, Ward No: 143

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		6 Katha 15 Chatak 26 Sq Ft	39,40,000/-	65,14,752/-	Width of Approach Road: 14 Ft.,
Grand Total :					11.5065Dec	39,40,000 /-	65,14,752 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	200 Sq Ft.	60,000/-	60,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 3 Years, Roof Type Tiles Shed, Extent of Completion: Complete					
Total :		200 sq ft	60,000 /-	60,000 /-	

Land Lord Details :

Sl No	Name & address	Status	Execution Admission Details :
1	SANJOY BISWAS Son of BISWANATH BISWAS47F, SELMPORE LANE, 1ST FLOOR, Flat No: 1A, P.O:- JADAVPUR, P.S:- Jadavpur, District.- South 24-Parganas, West Bengal, India, PIN - 700031 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. AKLPB6542K, Status :Individual, Executed by: Self , To be Admitted by: Self	Individual	Executed by Self , To be Admitted by Self
2	PRITHA BISWAS NEE RAKSHIT Wife of SANJOY BISWAS47F, SELIMPORE LANE, 1ST FLOOR, Flat No: 1A, P.O:- JADAVPUR, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700031 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. BLOPR3930G, Status :Individual, Executed by: Self , To be Admitted by: Self	Individual	Executed by Self , To be Admitted by Self

Developer Details :

Sl No	Name & address	Status	Execution Admission Details :
1	PAPAI CIVIL CONTRACTOR AND DEVELOPERS ENY SARAI, P.O:- JOKA, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 Form 60/61 supplied, Status :Organization, Executed by: Representative	Organization	Executed by: Representative

Representative Details :

Sl No	Name & Address	Representative of
1	SAIKAT GHOSH Son of DILIP GHOSH P-36, THAKURPUKUR ROAD, P.O:- THAKURPUKUR, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700063 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ARZPG4496Q,	PAPAI CIVIL CONTRACTOR AND DEVELOPERS (as PROPRIETOR)

Identifier Details :

Name & address	
B N MANNA Son of Late J N MANNA ALIPORE JUDGES COURT, P.O:- ALIPORE, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of SANJOY BISWAS, PRITHA BISWAS NEE RAKSHIT, SAIKAT GHOSH	N

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	SANJOY BISWAS	PAPAI CIVIL CONTRACTOR AND DEVELOPERS-5 75323 Dec
2	PRITHA BISWAS NEE RAKSHIT	PAPAI CIVIL CONTRACTOR AND DEVELOPERS-5 75323 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	SANJOY BISWAS	PAPAI CIVIL CONTRACTOR AND DEVELOPERS-100 Sq Ft
2	PRITHA BISWAS NEE RAKSHIT	PAPAI CIVIL CONTRACTOR AND DEVELOPERS-100 Sq Ft

Note:

1. If the given information are found incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days for e-Payment. Assessed market value & Query is valid for 44 days i.e. upto 04/01/2017 for registration.
3. Standard User charge of Rs. 240/- (Rupees Two hundred forty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-
5. e-Payment is compulsory if Stamp Duty payable is more than Rs.50,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 1st September 2016.
6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA


SANJOY BISWAS

BISWANATH BISWAS

10/04/1981

Permanent Account Number
AKLPB6542K

Sanjoy Biswas
Signature



04/04/2006

Sanjoy Biswas.

आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

PRITHA RAKSHIT

TIMIR BARAN RAKSHIT

19/05/1983

Permanent Account Number

BLOPR3930G

Pritha Rakshit

Signature



Pritha Rakshit

आयकर विभाग
INCOME TAX DEPARTMENT
SAIKAT GHOSH
DILIP GHOSH
3/10/1992
Permanent Account Number
ARZPG4496Q
SaiKat Ghosh
Signature



भारत सरकार
GOVT. OF INDIA














SaiKat Ghosh

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

Name

Signature

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

Name

Signature

Dr. Sanjoy Bismas
Sanjoy Bismas

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

Name

Signature

Dr. Pritha Bismas nee Rakshit

Pritha Bismas nee Rakshit

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

Name

Signature

Sri Saikat Ghosh

Saikat Ghosh



A.D.S.R. Bohala

30 NOV 2016

Dist: South 24 Pgs.