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Certified that the document is admitted to registration. The Signature Sheet and endorsement Sheet which are attached in this document are the part of this document

A.D.S.R Howrah

25 JUL 2013

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AGREEMENT OF JOINT VENTURE

THIS AGREEMENT OF JOINT VENTURE made on this the 25th day of July 2013.
BETWEEN

MESSERS SUMERU SUPPLIERS AND TRADERS PVT. LTD. represented by its Director **SRI ATUL CHANDRA GHOSH**, son of Late Abhay Charan Ghosh, by faith Hindu, by occupation Business, having its office at 68, Shibpur Road, P.S. Shibpur, Dist: Howrah, hereinafter called the **LANDLORD/OWNER** (which expression shall unless excluded by or repugnant to the context include its successors-in-office, legal representatives, administrators, assigns etc.) of the **FIRST PART.**

AND

MESSERS MANGLA GAURI CONSULTANTS PRIVATE LIMITED, a registered private limited company having its registered office at 46A/33/3, Shibpur Road, Police Station Shibpur, District Howrah, represented by one of its directors **SRI AVIJIT GHOSH**, son of Late Gopal Chandra Ghosh, by faith Hindu, by occupation Business residing at 59, Dharmatala Lane, Police Station Shibpur and District Howrah, hereinafter called the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context include its heirs, executors, assigns, administrators, legal representatives etc.) of the **SECOND PART.**

WHEREAS at all material point of time one Pulin Bhari Halder, now deceased, was the owner of the mokorari mourashi bastu land with pucca structure standing thereon measuring altogether **24 kathas 6 chittaks** comprises within Howrah Municipal Corporation holding no. **37, 37/1, and 37/1/3, Kshetra Banerjee Lane, Shibpur, Howrah-2** under ward no. 37 be the same a little more or less within the jurisdiction of District Registry and Sub-registry Howrah.

AND WHEREAS the said Pulin Bhari Halder got the aforesaid properties by virtue of a registered Deed of Partition executed between his other co-sharer, Sri Bankim Chandra Halder.

AND WHEREAS afterwards the said Pulin Binari Halder sold away the entire property measuring **24 kathas 6 chittaks** by a registered deed of sale dated 11/08/1943 to one Banerjee, Samanta, Mondal & Co. being a partnership firm having their respective shares and interest as mentioned in the said deed of sale.

AND WHEREAS thereafter disputes and differences arose between the partners of the aforesaid partnership firm and in consequence to that one of the partners Birendra Nath Samanta instituted a civil suit before the court of the Learned First Sub-Judge Howrah being T.S. 17 of 1947 against the other partners, namely Monoranjan Bandopadhyay & others and Jugal Kishore Mondal, Kenaram Daw, Smt. Henarani Majhi and Smt. Subhashini Samanta & others. Subsequently the said suit was compromised declaring the respective share of the partners in the aforesaid partners and the said partnership was dissolved by a compromised decree dated 03/02/1956 passed by the learned Court.

AND WHEREAS the said Monoranjan Bandopadhyay & others sold away their allotted share to Sri Hiralal Mondal and Pannalal Mondal by virtue of a registered deed of sale duly registered in Deed No. 5655 dated 26th December, 1956.

AND WHEREAS thereafter the said Smt. Subhashini Samanta and Smt. Henarani Majhi sold away their settled share in the property measuring **1 katha** to Sri Jugal Kishore Mondal and Sri Hiralal Mondal by virtue of a registered Deed of Sale duly registered in Deed No. 2209 dated 18th March, 1968.

AND WHEREAS again the said Subhashini Samanta and Henarani Majhi sold away jointly their respective share in the aforesaid property measuring **8 chittaks** to Sri Pannalal Mondal by virtue of a registered Deed of Sale duly registered in Deed No. 2210 dated 17th March, 1968.

AND WHEREAS again one of the partners Sri Kenaram Daw executed a registered Deed of Gift in respect of his share measuring **13 chittaks** out of the aforesaid property to one Smt. Smritikana Mondal by virtue of a registered Deed of Gift duly registered in Deed No. 4889 dated 17th August, 1967.

AND WHEREAS thereafter one Hirral Mondal and Pannalal Mondal along with Birendra Nath Samanta now deceased and other co-sharers mutated their names in the record of Howrah Municipal Corporation separately in respect of three separate holdings which is now known as an individual unit being Holding no. 37, 37/1 and 37/1/3, Kshetra Banerjee Lane, P.S. Shibpur, Dist: Howrah out of which the measurement of holding no. 37 has been shown as **14 kathas 8 chittaks 12 square feet**, measurement of holding no. 37/1 has been shown as **7 kathas 4 chittaks 23 square feet** and measurement of holding no. 37/1/3 has been shown as **3 kathas**.

AND WHEREAS in the mean time a land measuring **9 chittaks 13 square feet** be the same a little more or less out of holding no. 37, Kshetra Banerjee Lane, have been acquired by the H.R.B.C. against L.A. case no. 291 II (II) (12) of 76-77.

AND WHEREAS thereafter the entire measurement of the aforesaid three holdings reduced to **23 kathas 12 chittaks 32 square feet** more or less from **24 kathas 6 chittaks** and the present vendors are now the lawful owners of the aforesaid property.

AND WHEREAS due to some financial reasons one Hirral Mondal and Pannalal Mondal sold away their undivided share wherein Hirral Mondal owned and possessed **3 kathas 1 chittaks 31 square feet** being the part of his share and Pannalal Mondal owned and possessed **3 kathas 3 chittaks 15 square feet** being the part of his share which amounts to altogether **6 kathas 5 chittaks 1 square feet** out of premises no. 37, Kshetra Banerjee Lane, P.S. Shibpur, Dist: Howrah along with R.T. Shed structure standing thereon be the same

a little more or less as described in schedule hereunder to the party of the First Part vide a registered Deed of Sale registered in Book No. 1, C.D. Volume No. 32, Pages 8118 to 8132, Being No. 11172 for the year 2009 dated 6th November 2009.

AND WHEREAS thus the party of the First Part became the sole and absolute owner of the property situate lying at 37, Kshetra Banerjee Lane, P.S. Shibpur, Dist: Howrah more fully and particularly described in the Schedule hereunder.

AND WHEREAS thereafter a Deed of amalgamation was executed and registered in Deed No. 1169 for the year 2010 dated 10th March, 2010 wherein the aforesaid property has been described in Schedule D and marked in colour RED in the plan annexed to that Deed.

AND WHEREAS the party hereto of the Second Part on the request and approach of the Party of the First Part has agreed to develop the property as per the sanctioned plan which would be sanctioned by the Howrah Municipal Corporation.

AND WHEREAS it has been agreed by and between the parties to this agreement that the Developer shall develop the said property described in the Schedule below in the manner provided hereunder as agreed by and between the parties hereto:

NOW THIS AGREEMENT OF JOINT VENTURE WITNESSES AS FOLLOWS:

Article I: DEFINITIONS

Unless otherwise provide in this agreement in an express manner

- 1. PREMISES** shall mean the property being mokrari mourasi bastu land of about **6 kathas 5 chittaks 1 square feet** be the same a little more or less along with partly pucca structure measuring **200 square feet and partly R.T. Shed structure** measuring **70 square feet** in the Ground floor standing

thereon out of premises no. 37, Kshetra Banerjee Lane, P.S. Shibpur, Dist. Howrah situated at Howrah Municipal Corporation Ward No. 37.

2. **BUILDING** shall mean a multistoried building to be constructed as per plan to be sanctioned from the Howrah Municipal Corporation on the said premises on demolition of the existing structure and shall include all the spaces and amenities intended and meant for the enjoyment of and appurtenant to the building.
3. **OWNERS AND DEVELOPER** shall mean and include their respective transferees and assignees.
4. **COMMON FACILITIES** shall mean and include corridors, stairways, landings, water reservoirs, pump room, passages, ways, parking spaces, generator room (if any), drainage, sewerages, septic chambers, outer walls, foundations and the main walls, columns, beams, roofs and the open side spaces, rain water pipes and other spaces and facilities whatsoever required for the establishment, location enjoyment, provisions, maintenance, management of the Building or common spaces.
5. **SALEABLE SPACE** shall mean the space in the building available for independent use and occupation after making due provisions for common spaces and facilities and the spaces required there of.
6. **OWNERS' ALLOCATION** shall mean the total covered sanctioned area which would be sanctioned by the Howrah Municipal Corporation which includes:
 - (i) A flat measuring ¹⁶⁵⁰ 1700 square feet including the super built area in the Fourth floor (North-West side) facing the Vidyasagar Setu.

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(ii) An office space measuring ⁵⁰⁰400 square feet including the Super built area in the West or East side of the Ground floor.

(iii) A garage space measuring ³⁰⁰150 square feet including the Super built area in the Basement.

7. **DEVELOPER'S ALLOCATION/CONSIDERATION** shall mean the remaining of the total constructed area as would be sanctioned by the Howrah Municipal Corporation save and except the Owner's Allocation.

8. **BUILDING PLAN** shall mean the plan for construction of the building that would be submitted to and sanctioned by the Howrah Municipal Corporation and shall also include all the modification and amendments thereto as may be legally done, caused or effected by the Developer.

9. **TRANSFER** with its grammatical variation shall mean and include a transfer by possession and by other means adopted for effecting what is understood as a transfer of spaces in the building to the purchaser(s).
In pursuance of the terms and conditions herein mentioned.

Article II: TITLE, IDENTITIES AND REPRESENTATIONS

The OWNERS hereby declare and covenant with the Developer as follows:

1. That the owners are absolutely seized and possessed of or otherwise well and sufficiently entitled to all that the said premises.
2. That the said premises is free from all encumbrances, charges, liens, lis pendences, acquisitions, requisitions, attachments and trusts whatsoever or howsoever nature in respect of the said premises or any part thereof.
3. There is no attachment under the Income tax Act or under any provision of the Public Debt Recovery Act in respect of the said premises or any part

thereof is pending nor any notice in respect of any such proceedings have been received or served on the Owners or any other person to the knowledge of the Owners.

4. That the Owners have absolute right and authority to enter into the Agreement with the Developer in respect of the said premises.
 5. That the Developer hereby agrees and undertakes to indemnify and keep indemnified the Owners from and against any and all actions, charges, liens, claims, encumbrances and mortgages or from the possessory rights of any third party in the said premises arising out of or due to the negligence or non-compliances of any law, bye-law, rules and regulations of the Howrah Municipal Corporation and other statutory or local bodies as the case may be and shall be responsible and answerable for any deviation, omission, violation and/or breach of any agreement in relation to the construction of the building.
- The Developer shall pay all costs and charges in this regard.

Article III: COMMENCEMENT

THIS Agreement shall deem to be commenced or shall be deemed to have commenced on and from the date of execution of this agreement.

Article IV : DEVELOPER'S RIGHT TO CONSTRUCTION

1. The Owner hereby grants exclusive right to the Developer to build upon and to commercially exploit the said premises in any manner as the Developer may think fit by constructing a building thereon. However, in doing so the Developer will have to abide by the rules and regulations of the Howrah

Municipal Corporation and the building plan sanctioned by the Howrah Municipal Corporation.

2. The Owner shall at the cost of the Developer submit the building plan to the Howrah Municipal Corporation or any other competent body or authority for sanction, permission, clearance or approval of such plans as shall or may be required for the construction of the building on the said premises.
3. The Developer shall bear all costs of having the building plan sanctioned and as may become payable to the Howrah Municipal Corporation or any other competent body or authority and as may be necessary to comply with any sanction, permission, clearance or approval of such plans.
4. That the developer shall be permitted to take loan from any Nationalised Bank or from any Financial Institute.
5. All applications, plans and other papers and documents referred to in the earlier paragraphs shall be submitted in the name of the Owner of the premises at the cost of the Developer and the Developer shall pay and bear all expenses for submission of the plan etc. and other allied and ancillary fees, charges and expenses required to be paid or deposited for sanction of the said building plan.

Article V: TITLE DEEDS

1. Immediately after the execution of this agreement the Owners shall make it convenient for the Developer to have access to the original Deeds, including back Deeds, of their title in the premises by keeping it deposited with the Developer or his Advocate.

2. The Owners shall make out the marketable title in respect of the premises free from all encumbrances, charges, liens, lis pendences, attachments, trusts howsoever and whatsoever and the Owners shall also have their name mutated in the records of the Howrah Municipal Corporation. That the owner have not done any acts, deeds or things so as to encumber the said property in any manner whatsoever. That the owners hereby declare that there is no existence of any agreement regarding the development and or the sale of the said property at the time of executing this presents.
3. The Owners shall have necessary Title Deeds executed and registered in the name(s) of and in favour of the Developer or his nominee(s) in respect of the Developer's allocation in the building as and when it shall be required and the costs thereof shall be boun by the Developer or his nominee(s).

Article VI: POSSESSION

1. In as much as the construction of the said premises is concerned the Developer shall act as an exclusive licensee of the Owners and shall be entitled to be in occupation of the premises as and by way of an exclusive licensee of the Owners to carry out the construction of the building.
2. That the owner or any person claiming through him shall not in any way interfere with the developer in that quiet and peaceful possession of the said property and the construction work and or the building to be constructed thereon by the developer and the owner shall not interfere with the right of the developer to construct and complete the building in terms of these presents.

3. The Developer hereby agrees and undertakes to pay the municipal taxes, water taxes etc as would become payable by the Owners in respect of the premises on and from this day till the transfer of the property and the Owners shall remain liable to pay the outstanding taxes, if any, as on this date.
4. The Developer shall put the owners in possession of the Owner's allocation in the said newly constructed building to be constructed within **48 (Forty eight) months** from the date of sanction/approval of the plan by the Howrah Municipal Corporation. If no dispute arise during the said period of construction whether Civil or Criminal and/or if the construction work be obstructed by any supervening impossibilities like war, flood, riot, natural devastation or by any other acts of God then and in that event the said period will be extended up to or free from such unavoidable circumstances. Whereas if any disputes arises from the side of the owners during the period of construction in that event the alleged monthly rent will be paid only for thirty months by the developer.
5. That the developer also agreed to take the responsibility of all the tenants of the said premises by shifting them to some other places at the time of construction or reinstate them in the said newly constructed building in pursuance of the negotiation as would take place in between the developer and the tenants.

Article VII: SPACE ALLOCATION

1. That the entire building shall be of uniform construction with commercial building materials.
2. The developer shall be entitled to sell, transfer and/or otherwise deal with the developer's allocation without interference or obstruction from the owners

and/or any other person claiming under them and for that purpose the developer shall be entitled to enter into agreement in the name of the owners with the prospective buyers and for that no further clarification or confirmation from the owner shall be necessary. In case of any deviation in the construction from the sanctioned plan the developer shall remain solely responsible to the municipal authority and in such case the developer shall be entitled to deal with all such deviated area in its sole capacity to the exclusion of the owners.

3. That in order to facilitate the Developer to enter into the agreements as stated earlier and for execution of necessary deeds of Conveyance, the Owners shall execute necessary Power of Attorney appointing the Developer as their constituted Attorney. Such power shall remain irrevocable during the continuation of the joint venture only for the period mentioned earlier.

4. That the car parking spaces, terrace, roof etc shall be exclusively belong to the Developer, the Developer shall also reserves his rights to make further construction on the roof of the building in future.

Article VIII: CONSIDERATION

1. In consideration of the Developer's having agreed to build, erect and complete the building and to make available the Owner's allocation, the Developer shall be entitled to be the sole owner in respect of the Developer's allocation and also to have a proportionate share and interest in the land comprised in the said premises.
2. After the completion of the project the Owners shall execute Deed(s) of Conveyance for the undivided proportionate share of land under the Developer's allocation in favour of the Developer or such person(s)

nominated by the Developer in such part or part(s) as may be required by the Developer.

3. The Owners hereby agree to abide by all the rules and regulations of such management society/association/organization as may be created or formed by the owners of the flats in the building and hereby gives their consent to abide by such rules and regulations.
4. That the Developer shall appropriate with all the materials as may be salvaged after the demolition of the exiting structure in the said premises and the owners shall have no claim or right over the materials.
5. That the Developer shall take the entire responsibility and liability of shifting the owners from the premises during the construction work and shall pay the monthly rent only excluding the electricity charges and shifting charges. The developer shall arrange three separate self sufficient dwelling accommodations with all amenities during the construction of flats for the three owners.
6. That at the time of registration of the Deed of Conveyance if it becomes necessary to produce certificate for clearance of Income Tax, the Owners shall arrange for them at their own initiatives.

Article IX: ARBITRATION

In case of any dispute, differences or question arising between the parties with regard to the interpretation, meaning or scope of this agreement or any rights and liabilities of the parties under the agreement or contents of the agreement or in any manner whatsoever concerning this agreement the same shall be referred to the joint ARBITRATION and the award made and published by the said joint arbitrators shall be final and binding enactment thereto and also binding on the parties and upon their failing or refusing or becoming incapable to act as the

arbitrators the same shall be referred to arbitrator in accordance with the provisions of the INDIAN ARBITRATION AND RECONCILIATION ACT, 1996 or any statutory enactment of modification shall be binding, final and conclusive on the parties hereto.

SCHEDULE

ALL THAT the piece and parcel of mokorari mourashi homestead land measuring about **6 Kathas 5 chittaks 1 square feet** being the undivided share along with **partly pucca structure measuring 200 square feet** in the **ground floor** and **partly R.T Shed** measuring **70 square feet** in the ground floor situated at Howrah Municipal Corporation Ward No. 37, holding no. **37, Kshetra Banerjee Lane, Shibpur, Howrah-2** corresponding to Dag no. 351, 347 and 40 under Khatian no. 201 and 289 within Sheet no. 98 and 97 of Mouza Shibpur as shown in colour **RED** in the plan annexed within the jurisdiction of District Registrar and Sub-registrar Howrah, with all easements and other rights and all appurtenances, being butted and bounded by as follows:

On The North : 31, 32 and 36 Kshetra Banerjee Lane and then H.R.B.C. approach Road.

On The South : 37/1, Kshetra Banerjee Lane.

On The East : Kshetra Banerjee Lane.

On The West : 37/1/2 and 39 Kshetra Banerjee Lane.



Government Of West Bengal
Office Of the A.D.S.R. HOWRAH
District:-Howrah

Endorsement For Deed Number : I - 06190 of 2013

(Serial No. 06748 of 2013 and Query No. 0502L00001181 of 2013)

On 25/07/2013

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 17.10 hrs on :25/07/2013, at the Private residence by Atul Chandra Ghosh, Executant.

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

Execution is admitted on 25/07/2013 by

1. Atul Chandra Ghosh
Director, M/s . Sumeru Suppliers And Traders Pvt. Ltd ., 68 , Shibpur Road, Thana:-Shibpur,
District:-Howrah, WEST BENGAL, India, .
, By Profession : Business
2. Avijit Ghosh
Director, M/s . Mangla Gauri Consultants Private Limited, 46a/33/3, Shibpur Road, Thana:-Shibpur,
District:-Howrah, WEST BENGAL, India, .
, By Profession : Business
Identified By Santi Ranjan Jana, son of, Howrah Court, District:-Howrah, WEST BENGAL,
India, , By Caste: Hindu, By Profession: Law Clerk.

(Amal Kumar Naskar)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 26/07/2013

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 : 5, 5(f) of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 14.00/-, on 26/07/2013

(Under Article : ,E = 14/- on 26/07/2013)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been
assessed at Rs.-56,14,561/-

Certified that the required stamp duty of this document is Rs.- 7010 /- and the Stamp duty paid as:
Impressive Rs.- 5000/-

(Amal Kumar Naskar)
ADDITIONAL DISTRICT SUB-REGISTRAR

26/07/2013 14:07:00

EndorsementPage 1 of 2



Government Of West Bengal
Office Of the A.D.S.R. HOWRAH
District:-Howrah

Endorsement For Deed Number : I - 06190 of 2013
(Serial No. 06748 of 2013 and Query No. 0502L000011181 of 2013)

Deficit stamp duty

Deficit stamp duty Rs. 2010/- is paid , by the Bankers cheque number 899451, Bankers Cheque Date 24/07/2013, Bank : State Bank of India, HOWRAH, received on 26/07/2013

(Amal Kumar Naskar)
ADDITIONAL DISTRICT SUB-REGISTRAR

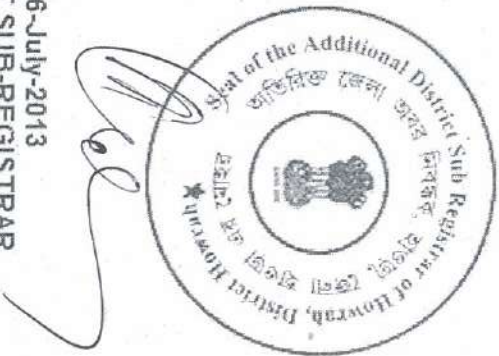


Additional District Sub-Registrar
Howrah

26/07/2013

Certificate of Registration under section 60 and Rule 69.























Registered in Book - I
CD Volume number 13
Page from 3139 to 3158
being No 06190 for the year 2013.



(Amal Kumar Naskar) 26-July-2013
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. HOWRAH
West Bengal

FORM FOR TEN FINGER IMPRESSION

Page No. _____

Sl. No.	Picture & Signature of Exacusnts	Right Hand					Left Hand				
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	 Signature of <i>Muhammad Shoaib</i>										
	 Signature of <i>Ajith Shoshi</i>										
	Signature of	Little	Ring	Middle (Right Hand)	Fore	Thumb	Little	Ring	Middle (Left Hand)	Fore	Thumb

IN WITNESSES WHEREOF the parties to this agreement have put their respective signatures on this deed on the date, month and year first written above.

Signed and delivered in presence

of the following Witnesses:

Rajkumar Naha
29, Skanda Kumanjal lane,
Solepur. Howrah - 711 102,
West Bengal

GUMERU SUPPLIERS & TRADERS PVT. LTD.
Pras Chandra Ghosh
Director.

Signature of the Owners

For Mangla Gauri Consultants Pvt. Ltd.
Avijit Ghosh
Director

Signature of the Developer

Drafted by me.

Subrata Mukerji
Advocate,
Judge's Court, Howrah.

Typed and printed by:

Shanu