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भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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19/9/17
N. 1309520/17

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

District Sub-Registrar-II
Alipore, South 24 Parganas

15 SEP 2017

JOINT VENTURE AGREEMENT

THIS AGREEMENT made on this 15 th day of September 2017 (Two thousand Seventeen)

BETWEEN

9062

Sl. No. Dt. Rupees - ~~500~~
M/s. Sri / Smt.
Address
P.S.
Vendor *Santosh Kr. Dey*

Sandip Kumar Mondal
Advocate
Alipore Judges' Court
Kolkata - 700 027

Santosh Kr. Dey
ALIPORE POLICE COURT
Kolkata-27

23 AUG 2017



District Sub-Register-II
Alipore, South 24 Parganas

15 SEP 2017

Gitasree Palit
w/o Sri Naresh Palit
of Maheshtala Dakghar
Mondal Para
Leaf - 141
Service.

1. **SMT. PRATIBHA KUMARI** (PAN : AGQPK8354H) wife of Sri Rajesh Kumar, by faith Hindu, by Nationality Indian, by occupation Service, 2. **SRI RAJESH KUMAR** (PAN : AFEPK2730A) son of Late Bundela Ravi Das, by faith Hindu, by Nationality Indian, by occupation Service, both residing at 235/1, Upen Banerjee Road, Flat No. 2A, Second Floor, P. O. Parnasree, P. S. Behala, presently P. S. Parnasree, Kolkata : 700060, District South 24 Parganas, hereinafter called and referred to as the "**FIRST PARTY/OWNERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and included their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

GOURAB BUILDERS AND SUPPLIERS, (PAN NO. ABSPN2343L) a Proprietorship Firm having its office at Mahadebpur, Puratan Dakghar, P. O. & P. S. Maheshtala, Kolkata : 700 141, represented by its Proprietor **SRI SHYAMAL KUMAR NASKAR**, (PAN NO. ABSPN2343L) son of Late Subal Chandra Naskar, by faith Hindu, by Nationality Indian, by Occupation Business, residing at Puratan Dakghar, P. O. & P. S. Maheshtala, Kolkata : 700141, District South 24 Parganas, hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

WHEREAS one Shri Sudhanya Naskar was the owner in respect of ALL THAT piece and parcel of 98 Decimals of Sali land lying and situate at Mouza Ganipur, J.L.No. 13, R.S. No. 382, Pargana Magura, under Collectorate Touzi No. 64, comprising of R.S. Dag No. 34, under R.S. Khatian No. 365, P.S. Maheshtala, at present lying within the limits of Maheshtala Municipality, Ward No. 17 A.D.S.R. Office Behala, District South 24 Parganas.

AND WHEREAS the said Sudhanya Naskar being in need of Cash Money by an Indenture registered at the office of the S. R. Behala, and recorded in Book No. 1, Volume No. 19, pages from 286 to 289, Being Deed No. 1354 for the year 1972 sold transferred and conveyed in respect of the aforesaid 98 Decimals of Sali land comprising R.S. Dag No. 34, unto and in favour of Kalpana Bala Naskar, wife of Sri Biswanath Naskar of Mahadebpur, and delivered possession thereof.

AND WHEREAS after purchasing the said land while the said Kalpana Bala Naskar enjoyed the said land by demarcated the said land as absolute sixteen annas owner thereof she also being in urgent need of money by a registered Deed of Conveyance dated 21/7/1992 Registered at the office of the D. S. R. at Alipore, and recorded in Book No. I, being Deed No. 12373 for the year 1992 the said Kalpana Bala Naskar sold transferred and conveyed in respect of her purchased well demarcated ALL THAT piece and parcel of Sali land measuring 01 Bigha 10 Cottahs more or less out of her aforesaid purchased 98 Decimals of land comprising of R. S. Dag No. 34 appertaining to R. S. Khatian No. 365, of Mouza Ganipur, unto and in favour of Smt. Sudha Bose wife of Sri Santi Ranjan Bose of 21, Old Ballygunge Road, for the valuable consideration mentioned therein and delivered possession thereof.

AND WHEREAS after purchasing the said land while the said Smt. Sudha Bose enjoyed the said land by demarcated the said land as absolute sixteen annas owner thereof she also being in urgent need of money by a registered Deed of Conveyance dated 07/09/1998 Registered at the office of the A. D. S. R. at Behala, and recorded in Book No. I, being Deed No. 4013 for the year 1998 sold transferred and conveyed in respect of ALL THAT piece and parcel of Sali land measuring 15 Cottahs more or less out of her aforesaid purchased 01 Bigha 10 Cottahs of land comprising of R. S. Dag No. 34 appertaining to R. S. Khatian No. 365, of Mouza Ganipur, unto and in favour of Sri Shyamal Kumar Naskar, son of Subal Chandra

Naskar, of Maheshtala, Puratan Dakghar, P. S. Maheshtala, for the valuable consideration mentioned therein and delivered possession thereof.

AND WHEREAS thereafter the said Shaymal Kumar Naskar after being the absolute owner of the aforesaid property divided the said land into various small plots opening Roads/Passages for free egress and ingress and declared to sale and accordingly by a registered Deed of Conveyance dated 25/09/1998 Registered at the office of the A. D. S. R. at Behala, and recorded in Book No. I, being Deed No. 5120 for the year 1998 sold transferred and conveyed in respect of ALL THAT piece and parcel of Sali land measuring 04 Cottahs 03 Chittacks more or less being Plot No. A-2, comprising of R. S. Dag No. 34, appertaining to R. S. Khatian No. 365, of Mouza Ganipur, J. L. No. 13, R. S. No. 382, Pargana Magura, Touzi No. 64, under Maheshtala Municipality, ward No. 20, presently being ward No. 17, P. S. Maheshtala, District : South 24 Parganas, unto and in favour of 1. Smt. Pratibha Kumari, and 2. Sri Rajesh Kumar, (the "FIRST PARTY/ OWNERS") herein and delivered possession thereof.

AND WHEREAS since purchase the said 1. Smt. Pratibha Kumari, and 2. Sri Rajesh Kumar, (the "FIRST PARTY/OWNERS") herein is lawfully seized and possessed of the said land i.e. ALL THAT piece and parcel of Sali land measuring 04 Cottahs 03 Chittacks more or less being Plot No. A-2, comprising of R. S. Dag No. 34, appertaining to R. S. Khatian No. 365, of Mouza Ganipur, J. L. No. 13, R. S. No. 382, Pargana Magura, Touzi No. 64, under Maheshtala Municipality, ward No. 17, P. S. Maheshtala, District : South 24 Parganas. by mutating their name to the Office of the B. L. & L. R. O. and Maheshtala Municipality and they jointly enjoyed the said land by paying rents and taxes regularly to the appropriate authority.

AND WHEREAS accordingly the name of aforesaid 1. Smt. Pratibha Kumari has been recorded in L. R. Khatian No. 2132 in respect of 03 Decimals

out of 98 Decimals of Sali land comprising of R. S. and L. R. Dag No. 34 having 0.0307 share; And the name of aforesaid I. Sri Rajesh Kumar has been recorded in L. R. Khatian No. 2131 in respect of 03 Decimals out of 98 Decimals of Sali land comprising of R. S. and L. R. Dag No. 34 having 0.0307 share, of Mouza ; Ganipur, J. L. No. 13, within P. S. Maheshtala, presently under the jurisdiction of Maheshtala Municipality, Ward No.17, A. D. S. R. Office at Behala District 24 Parganas South, And their names has also been recorded in the Assessment Registrar of Maheshtala Municipality being Holding No. F3-72/1/New Sreemaa Properties Road, Ward No.17, A. D. S. R. Office at Behala District 24 Parganas South., morefully and particularly described in the schedule 'A' below having unfettered right title interest thereto and free from all encumbrances.

AND WHEREAS presently the owners herein decided to develop the aforesaid land morefully described in the the schedule 'A' below through a competent developer.

AND WHEREAS accordingly the owners herein approached to the developer with the object, that the developer will construct a multi storied building over the property of the owner and to deliver the owner's allocation as per their demand.

AND WHEREAS the owners have declared and represented as under :-

- i) That the said property is absolutely free from all encumbrances, mortgages, attachments, liens, lispens or rights, of other, whatsoever.
- ii) That the said property does not attract the mischief of Urban Land (Ceiling & Regulation) Act 1976 or any other enactment at present or in vogue.
- iii) That the owners is not defaulter in payment of Tax or any other statutory liabilities as could lead to attachment and/or sale of the said property under Public Demand Recovery Act.

iv) That the present owners have not entered into any agreement for sale of the said property or any part thereon nor they bound themselves by any such condition as would laid to a proceeding under Specific Relief Act in relation to the said property.

And

v) That they have good right, indefeasible title and absolute power and authority to transfer the said property and every part thereof.

AND WHEREAS the owners have desirous of having their said property developed for better utilization of the space available therein.

AND WHEREAS the Developer herein has offered to develop the said property i.e. **ALL THAT** piece and parcel of Sali land measuring 04 Cottahs 03 Chittacks more or less being Plot No. A-2, comprising of R. S. and L. R. Dag No. 34, appertaining to R. S. Khatian No. 365, and L. R. Khatian Nos. 2131 and 2132, of Mouza Ganipur, J. L. No. 13, R. S. No. 382, Pargana Magura, Touzi No. 64, under Maheshtala Municipality, ward No. 17, being Holding No. F3-72/1/New Sreemaa Properties Road, within P. S. Maheshtala, District : South 24 Parganas, more fully and particularly described in the Schedule "A" written hereunder on a turnkey basis with full responsibility including preparation of building plan, constructing and completing in every respect a building with Ground plus Three (G+3) storied building completion the same making all necessary implements, amenities and utilities therein and therefore provided all at the costs and expenses by the Developer.

AND WHEREAS the present owner s have agreed with the said proposal of the Developer on certain terms and conditions for the contemplated joint venture have been settled, between the parties as herein after appearing.

NOW THIS INDENTURE WITNESSES and it is hereby agreed by and between the parties hereto as follows, unless in these presents it is repugnant to the subject on context.

ARTICLE – I (Definition)

1. **OWNERS** shall mean the said present owners namely 1. **SMT. PRATIBHA KUMARI**, wife of Sri Rajesh Kumar, by faith Hindu, by Nationality Indian, by occupation Service, 2. **SRI RAJESH KUMAR**, son of Late Bundela Ravi Das, by faith Hindu, by Nationality Indian, by occupation Service, both residing at 235/1, Upen Banerjee Road, Flat No. 2A, Second Floor, P. O. Parnasree, P. S. Behala, presently P. S. Parnasree, Kolkata : 700060, District South 24 Parganas, including their heirs, executors, administrators, legal representatives, duly authorized attorney or agents and assigns.
2. **DEVELOPER** shall mean **GOURAB BUILDERS AND SUPPLIERS**, a Proprietorship Firm having its office at Mahadebpur, Puratan Dakghar, P. O. & P. S. Maheshtala, Kolkata : 700 141, represented by its Proprietor **SRI SHYAMAL KUMAR NASKAR**, son of Late Subal Chandra Naskar, by faith Hindu, by Nationality Indian, by Occupation Business, residing at Puratan Dakghar, P. S. Maheshtala, District South 24 Parganas, and his heirs, executors, administrators, legal representatives, duly authorized attorney or agents and assigns.
3. **PROPERTY** shall mean the said property i.e. **ALL THAT** piece and parcel of Sali land measuring 04 Cottahs 03 Chittacks more or less being Plot No. A-2, comprising of R. S. and L. R. Dag No. 34, appertaining to R. S. Khatian No. 365, and L. R. Khatian Nos. 2131 and 2132, of Mouza Ganipur, J. L. No. 13, R. S. No. 382, Pargana Magura, Touzi No. 64, under Maheshtala Municipality, ward No. 17, being Holding No. F3-72/1/New Sreemaa Properties

Road, within P. S. Maheshtala, District : South 24 Parganas, that is the property mentioned in Schedule – 'A' herein.

4. **BUILDING** shall mean the structure or super structure intended to be constructed on the said property in place of the one now existing and shall include all the several units of residential, and all common rooms, car parking spaces and other spaces and constructions including the meter room, pump room, reservoirs / tanks for the use and enjoyment of the occupants of the said building in common, including all its easements, appurtenances and appendages.

5. **BUILDING PLAN** shall mean the plan which shall be prepared by the Developer in the name of the owners, which is duly signed by the owners or duly by their authorized agent or attorney, and the same will be approved and sanctioned by the Maheshtala Municipality, and shall include any alteration, modification, revision made thereto and therein, in accordance with the Building rule of the Maheshtala Municipality.

6. **COMMON FACILITIES OR COMMON UTILITIES** shall be deemed to include all passage, ways, stairways, corridors, lobbies, shafts, gates, rainwater pipes, sewerage and drainage pipe lines, underground sewer fittings, fixtures, manholes, pits, roof, terrace, water connection and pipe lines between overhead and underground reservoir, motor pump, fences, boundary wall, courtyard, CESE supply, electric supply and electric connection to common areas and common implements, fittings, fixtures, for the above, entire exterior walls, garbage vat, common driveways and other facilities whatsoever required for the convenient enjoyment of dwelling and other units in the proposed building, and provision for maintenance and management of the said common areas and common services thereto annexed in the said building at the said premises.

7. **AREA** shall mean and include the super built-up area constructed in the said property and shall include all the common areas in and for the building.

8. **BUILT UP AREA**: shall mean total built up area for any unit plus proportionate area share of stair/lobby, etc

9. **SUPER BUILT-UP AREA** of a unit shall mean the built-up area of the unit together with its proportionate share of the roof staircase, landings, passages, and like share in all constructed areas and each such unit shall be entitled to full advantages and right of user i.e. to say shall be 20% of the built-up area.

10. **OWNER'S ALLOCATION** shall mean that in the instant joint venture project the owner namely 1. SMT. PRATIBHA KUMARI And 2. SRI RAJESH KUMAR, shall be given total three self contained Flats out of which Two Flats at First floor, being Flat No. A-1, having its carpet area 468 Sft. built up area 637 Sft. super built up area 764 Sft. And being Flat No. C-1, having its carpet area 470 Sft. built up area 637 Sft. super built up area 764 Sft. approx with accommodation according to the sanctioned Building Plan, AND one flat at Ground floor, being Flat No. A, having its carpet area 552 Sft. built up area 693 Sft. super built up area 832 Sft. And Two Car parking space in the ground Floor having its carpet area 126 Sft. (each) built up area 126 Sft. (each) super built up area 151 Sft. (each) approx with accommodation according to the sanctioned Building Plan.

N. B. : For any extra work if required by the owners, the same shall be paid by the owner to the Developer.

11. **DEVELOPER'S ALLOCATION** shall mean that in the instant Joint Venture Project the Developer shall be entitled to all the portion of the constructed building save and except the portion herein above mentioned as the Owner's Allocation, together with proportionate area in the land of the said property i.e. **ALL THAT** piece and parcel of Sali land measuring 04 Cottahs 03 Chittacks more or less being Plot No. A-2, comprising of R. S. and L. R. Dag No. 34, appertaining to R. S. Khatian No. 365, and L. R. Khatian Nos. 2131 and 2132,

of Mouza Ganipur, J. L. No. 13, R. S. No. 382, Pargana Magura, Touzi No. 64, under Maheshtala Municipality, ward No. 17, being Holding No. F3-72/1/New Sreemaa Properties Road, within P. S. Maheshtala, District : South 24 Parganas, and all the common user's right in the common areas and the common utilities together with all kind of easement and proprietary rights, advantages and privileges therein.

12. **ARCHITECT** shall mean such person or body of persons conforming to all municipal statutory provisions, rules, regulations and other statutory provision, to be appointed by the Developer for designing and planning of the building proposed to be constructed and in charge of supervision during construction of the building, if retained by the Developer.

ARTICLE – II (Title & Declaration)

1. The owners hereby declares that they have good and absolute right, title and interest in the said property mentioned in the Schedule "A" below without any claim of any right, title or interest of any person or persons adversely against them. The Developer is free and at liberty to make such investigations with regard to the title of the owners to which the owners shall extend all co-operation.

2. The owners hereby undertakes and assure that the Developer will be entitled to construct and complete the total building, after the pulling down and demolishing the whole of the existing structure at his own cost and expenses with all responsibility and benefits and the Developer will be further entitled to transfer by way of sale or otherwise as the absolute owner of the Developer's allocation either in one lot or in several lots with proportionate share in the land of the said premises without any interference of or from the owners or any other person or persons claiming through under or in trust for the owner.

ARTICLE – III (Allocation in the constructed building)

Allocation of the Owner :

As hereinabove already mentioned, the owners 1. SMT. PRATIBHA KUMARI And 2. SRI RAJESH KUMAR, shall be given total three self contained Flats out of which Two Flats at First floor, being Flat No. A-1, having its carpet area 468 Sft. built up area 637 Sft. super built up area 764 Sft. And being Flat No. C-1, having its carpet area 470 Sft. built up area 637 Sft. super built up area 764 Sft. approx with accommodation according to the sanctioned Building Plan, AND one flat at Ground floor, being Flat No. A, having its carpet area 552 Sft. built up area 693 Sft. super built up area 832 Sft. And Two Car parking space in the ground Floor having its carpet area 126 Sft. (each) built up area 126 Sft. (each) super built up area 151 Sft. (each) approx with accommodation according to the sanctioned Building Plan.

N. B. : For any extra work if required by the owners, the same shall be paid by the owner to the Developer.

Allocation of the Developer:

As hereinabove already mentioned, the Developer allocation in the constructed building shall comprise the whole of the super built-up areas in the proposed building save and except the portions allocated to the owners. The said allocation of the Developer shall also include the proportionate share in the land area in the said premises.

ARTICLE – IV (Exploration & Development Rights)

The owner hereby grants exclusive right to the Developer to built up and accept the said property for the construction of the building land the Developer shall be entitled to enter into contract or agreements or sub-contracts with any person, company or concern at its own risk and responsibility without encumbering the said property of the owners in any manner whatsoever.

ARTICLE – V(Developer's Rights)

1. The owner hereby grant right to the Developer to construct, erect an build the proposed ground plus Three (G+III) storied building in the said premises in accordance with the building plan which is to be sanctioned by the Maheshtala Municipality thereto made or cause to be made by the Developer from the appropriate authority along with full responsibility of the construction.

2. However, nothing herein contained shall be construed as a demise or assignment or conveyance in law by the owner of the said premises or any part thereof to the Developer so as to create any right, title or interest in respect thereof other than an exclusive licence to the Developer to execute the work herein contemplated as such Developer and to deal with the Developer's allocation in the proposed new building. If it is necessary the developer can take loan from the bank or any financial institution by mortgaging the said project for development of the same absolutely at his own risk .

And the Developer has the right to use the Ground Floor of the Flat as commercial and transfer the same as commercial unit. And the Developer has the right to installation of wireless tower or affixing and advertisement hoarding over and upon the roof of the building and shall also be entitled to use the parapet walls and roof for the installation of display of any advertisements signboards, hoardings etc.

ARTICLE – VI (Procedure)

1. The owner shall grant to the Developer or its nominee or nominees such general power of attorney as may be required for the purpose of obtaining building sanction plan and all necessary permission and approvals from the different authorities in connection with construction of the proposed building and electricity and water supply connections and all other connections including

drainage and sewerage connection from the Maheshtala Municipality and other authorities and dealing with all authorities including the registration of the Sale deed or deeds to the intending purchaser or purchaser in respect of execution of the Project on behalf of the owner.

2. *The owner shall sell and transfer the undivided proportionate share in the land comprised in the said premises after retaining such portion for herself as would be proportionate for the super built - up areas in the building in her allocation, as per nomination and requirement of the Developer out of its allocation in favour of the Developer and/or in favour of the persons nominated for the purpose by the Developer, without demanding any consideration for such transfer.*

3. *All costs and expenses for preparation, engrossing and registration of such deeds shall be borne and paid by the purchaser for their respective units.*

4. *For preparation of all legal instruments i.e. Deed of Agreement and Deed of Conveyance and Conveyances arising from this Joint Venture, Services of Mr. Sandip Kumar Mondal, Advocate of Alipore Judges' Court, Kolkata – 700 027, have been retained by the Developer.*

5. *In the event of any default, delay or refusal on the part of the owner in executing the Deed(s) of Conveyance upon being requested by the Developer, without any just reason, the Developer or his nominee will be within its rights as the Constituted attorney of the owner and with prior notice in writing served upon the owners, to execute and register the Deed(s) of Conveyance for and on behalf of the owner. The Developer may in the alternative get the required Deed(s) of Conveyance registered through Court by enforcing the terms hereof in a proceeding for Specific Performance of Contract.*

ARTICLE - VII **(Possession & Construction)**

1. It has been agreed by and between the owners and the Developer to construct, erect and complete the proposed building in the said premises and that the Developer shall have the entire responsibility of construction of the said building and the owner shall have no responsibility regarding construction of the said building.

2. The Developer agreed to commence work of Joint Venture after obtaining possession of the said property i.e **ALL THAT** piece and parcel of Sali land measuring 04 Cottahs 03 Chittacks more or less being Plot No. A-2, comprising of R. S. and L. R. Dag No. 34, appertaining to R. S. Khatian No. 365, and L. R. Khatian Nos. 2131 and 2132, of Mouza Ganipur, J. L. No. 13, R. S. No. 382, Pargana Magura, Touzi No. 64, under Maheshtala Municipality, ward No. 17, being Holding No. F3-72/1/New Sreemaa Properties Road, within P. S. Maheshtala, District : South 24 Parganas, from the owner or the building sanctioned plan from the Maheshtala Municipality whichever is later, from the date of obtaining delivery of the building sanctioned plan by the Developer.

3. That Developer shall upon completion of construction and making the portion habitable deliver the owner's allocation before delivering possession to any of its purchasers of any unit out of its allocation.

4. From the date of delivery of possession of the owner's allocation unto the owner and till separate assessment by the Maheshtala Municipality, the parties hereto shall contribute proportionately the taxes and other statutory outgoing on the said premises.

5. The Developer agrees to complete the construction of the building and properly finish the same within a period of Thirty six moths from the date of commencement of construction after obtaining the sanction plan from The Maheshtala Municipality.

ARTICLE – VIII **(Common Facilities)**

1. *As soon as the new building on the said premises is completed and made fully habitable for residential purpose, upon obtaining necessary certificate for occupation from the Architect and the Rules and Regulations there under made, the Developer shall give written notice to the owner requiring him to take possession of her owner's allocation in the building and thereafter the owner shall take delivery of possession of her allocation as therein provided for, the owner shall give and grant unto the Developer a certificate in writing admitting and acknowledging such delivery of possession of his respective allocation in full satisfaction.*

2. *The owner and the Developer or the persons claiming through them shall punctually and regularly pay for their respective allocation, such rates and taxes and other statutory outgoing on the property proportionately to the Maheshtala Municipality and to such other authority or authorities having statutory jurisdiction to levy any taxes or impositions.*

3. *Till all the saleable units within the Developer's allocation are sold away, the Developer in consultation with the owner shall frame rules for mode of user and enjoyment of the residential and other units of accommodation in the said building, and till formation of a body of the co-owners of the building including the owner herein and the purchasers of the Developer's allocation, it will be the responsibility of the Developer to arrange for maintenance of the common areas and the common utilities of the building and therefore the Developer will be entitled to realize the cost proportionate from occupiers of the several units of accommodation.*

ARTICLE – IX **(Common Restrictions)**

It has been agreed by and between the parties hereto that the owner's allocation in the building shall be subject to the same restrictions on transfer and

use as would be applicable to the Developer's allocation in the new building intended for the common benefits of all occupiers of the entire completed building which shall include are following :-

1. *The owners and the Developer or the nominees of the Developer shall not use or permit to use their respective portions in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use the same for any purpose which may cause any nuisance, obstruction or hazard to the other occupiers of the new building.*

2. *No party shall demolish or permit to demolish any wall or other structures in their respective portions or any part thereof or make any structural alteration therein without the consent of all other co-owners and without obtaining necessary permission from the concerned statutory authorities.*

3. *Both the parties shall abide by all laws, bye-laws, rules and regulations of the Government and/or local bodies and shall be responsible for any violation and/or breach of any of the laws, bye-laws, rules and regulations in their respective allocations.*

4. *The respective allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures, floor and ceiling etc. in their respective allocations of the building in good condition and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein, and shall keep the other indemnified from and against the consequences of any breach.*

5. *No party or person(s) claiming through any of the parties herein shall keep or store anything in any of the common areas nor shall otherwise cause any hindrance in any manner whatsoever to the use of the common areas and the common utilities by the co-owner or co-owners for the purpose they are meant.*

6. No party shall throw or accumulate any filth, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the building or in the compound, corridors or any other portion of the common areas of the building and the premises.

7. In the event of any transfer being made by the parties of their respective allocations, the above conditions shall be made applicable to and binding upon the transferee(s).

ARTICLE – X(Owner's Obligation)

1. The owner hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the proposed building at any stage.

2. The owner shall not held the Developer liable in case there be any unavoidable delay in completion of the construction owing to reasons not attributable to willful latches and negligence on the part of the Developer and/or due to acts of God and force majeure.

3. The owner shall not cause stoppage of work of the Developer at any stage during the construction by bringing a suit against the Developer and an order of injunction, so long as there is no actionable deviation from the sanctioned building plan and/or abandonment of work by the Developer.

4. The owner 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 in the building or at the said property.

5. The owner hereby agree and covenant with the Developer not to let out, grant, lease, mortgage and/or charge the Developer's allocation in the said

premises, provided however, nothing herein contained shall restrict the right of the owner to lease, transfer mortgage assign or charge the owner's allocation.

6. The right of the owner shall remain restricted to the Owner's Allocation including the common use of the common areas the staircase, lobby and/or staircase landing leading from Ground Floor up to the top floor flat and the main entrance gate of the said building and in no event, the owner shall be entitled and hereby agree either to claim any right in respect of the other parts or portions of the said building including the other Covered/open Space.

7. The Owner doth hereby covenant and undertake not to raise any objection relating to the use transfer sell and dispose of the other portion of the building including the service areas including roof/terrace and the back and front side Vacant land/portion of the new building by the Developer for any other purposes as his own choice and discretion.

ARTICLE – XI **(Developer's Obligation)**

1. The Developer hereby agrees and covenants with the owner to start construction of the proposed new building in accordance with the sanctioned building plan as hereinabove mentioned as soon as the full vacant possession of the premises and the sanctioned building plan are received, and to complete the construction within thirty six months thereafter provided that the work is not hindered or stopped at any stage by any act of the owner, acts of God, force majeure or any other reason beyond the control of the Developer.

2. The Developer hereby agrees and covenants with the owner not to violate or contravene any of the statutory provisions or rules or regulations applicable for construction of the said building and agrees to keep the owner indemnified against all consequences of deviation etc. if made by the Developer.

3. *The Developer further agree and covenants with the owner not to do any act, deed or thing whereby the owner may be prevented from occupying, enjoying, selling, assigning and/or disposing off the owner's allocation in the building at the said premises or any part or portion thereof.*

ARTICLE – XII

(Miscellaneous)

1. *The owner and the Developer have entered into this agreement for development purely as contract and nothing herein contained shall be construed as partnership between the owner and the developer and the parties hereto shall not constitute as an association of persons.*

2. *It is understood and accepted that from time to time facilitate construction of the proposed new building by the Developer various acts, deeds, matters and things not herein specified may be required to be done by the Developer and therefore the Developer may need the authority of the owner and various applications and other documents may be required to be signed or made by the owner for which specific provisions may not have been made or mentioned hereinabove. The owner hereby undertake to do all such lawful acts, deeds, matters and they will execute any such additional power of attorney and/or authorization as may be required by the Developer for the aforesaid lawful purposes and the owners also undertake to sign and execute all such additional application and other documents as the case may be, provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the owners and/or against the spirit of this agreement or violates or contravenes any statutory provisions, rules, regulations, notification and orders.*

3. *Any notice required to be given by the Developer shall without prejudice to any other mode of service available, be deemed to have been served on the owners if delivered by and duly acknowledged or sent by prepaid registered post with acknowledgement due and shall likewise be deemed to have been*

served on the Developer by the owners if delivered by hand or sent by prepaid registered post to the office of the Developer.

ARTICLE – XIII (Settlement of Disputes)

Any dispute between the parties arising in the course of execution of the Joint Venture Project herein contemplated may be taken to Arbitration of two Arbitrators, one from each side, and their decision shall be final and binding upon the parties, after first trying to settle amicably.

SCHEDULE “A” ABOVE REFERRED TO :

ALL THAT piece and parcel of Sali land measuring **04 Cottahs 03 Chittacks** more or less being Plot No. A-2, comprising of R. S. and L. R. Dag No. 34, appertaining to R. S. Khatian No. 365, and L. R. Khatian Nos. 2131 and 2132, of **Mouza Ganipur**, J. L. No. 13, R. S. No. 382, Pargana Magura, Touzi No. 64, under Maheshtala Municipality, ward No. 17, being Holding No. F3-72/1/New Sreema Properties Road, within P. S. Maheshtala, Kolkata : 700141, District : South 24 Parganas, and the said property is being butted and bounded as follows :-

On the North : Plot No. A3, Dag No. 34.

On the South : Plot No. A-1/1, Dag No. 34.

On the East : 14'-00'' Wide Common Passage.

On the West : R. S. Dag No. 31 & 33.

SCHEDULE – “B” ABOVE REFERRED TO :

(The common areas and the common utilities mentioned in the agreement)

1. All the open space within the premises including the roof.

2. *The boundary wall and the main gate.*
3. *The main entrance and main door and the other service entrance(s) and doors(s).*
4. *All drainage and sewerage lines and other installations except only those installed within the exclusive area of any flat and/or exclusively for the use of such flat.*
5. *Staircase, inclusive of all landings from ground to the roof, the lobbies, the parapet walls, meter rooms, and spaces on the ground floor.*
6. *Electrical wiring and other fittings excluding only those installed within the exclusive areas of any flat and/or exclusively for its use.*
7. *Water pump, pump room, water reservoir on the ground floor and overhead storage tank together with all common plumbing installations for carriage of water save only those exclusively within flat and exclusively for the use thereof.*
8. *Such other common parts areas, equipment's, installations, fittings, fixtures and spaces in or about the land and the building as may be provided for the convenient use and enjoyment of the residential and other units of accommodation in the building.*

SCHEDULE – “C” ABOVE REFERRED TO :

(Specification of construction for Owner's Allocation)

TECHNICAL SPECIFICATION

A) *Grade of Concrete* : M 20

B) *Grade of Steel* : FE415

C) *Proportion of Mortar for 250 mm thick wall* 1:6

D) Proportion of Mortar for 125/75 mm thick wall 1:4

E) Building should be R.C.C. framed structure as per sanction plan.

F) Building Wall 10", common partition wall 5" and internal partition wall 5",

2 No. Brick.

FLOORING:

1) All Bed Rooms, Kitchen cum dining rooms verandah fitted in 2'-00" x 2'-00" vitrified floor tiles (as per developer's choice).

2) Kitchen floor will be laid in 2'-00" x 2'-00" vitrified floor tiles.

3) Kitchen platform and sink will be made of Black Stone (as per developer's choice).

TOILET

1) Floor will be 2'-00" X 2'-00" pink/white marble (as per developer's choice).

2) 5'-00" high from dado in Toilet & W.C. with Glaze Wall tiles (as per developer's choice).

DOOR AND WINDOWS:

1) 101.6 mm x 63.5 mm wood (Hardwood/ Teak) frame for all doors. Main Door quality flush door (as per developer choice).

2) 12.7 mm thick commercial flush door shutter for all other doors (as per developer choice).

- 3) *PVC Door in Toilet (as per developer choice).*
- 4) *Steel windows in kitchen portion with integrated M.S. Grill & others Aluminum Windows with Glass shutter (as per developer's choice).*

DOOR AND WINDOWS FITTINGS:

Iron bolts for all doors and hatch bolts for main door. All doors are with hatch bolt arrangement with stopper in each door.

SANITATION & WATER SUPPLY;

1) *A shalo tube well provide water well/ water reserver has been provided as per requirements.*

2) *All water line will be of best quality P.V.C. Pipe of I.S.I, mark (3/4") and rain water pipe will be P.V.C. Pipe (4").*

3) *Water line inside bathroom will be P.V.C. Pipe of I.S.I. Mark medium 0/2") and concealed.*

4) *All sanitary fittings will be of I.S.I, quality (as per developer's choice).*

TOILET & W.C.: *Main Toilet Indian Type and Attach W.C. (Western*

Commode) as required by the purchaser. In white colors with white P.V.C. cistern. (I.S.I. Brand) (as per developer choice).

Main Toilet: *One shower, One Bib Cock, One 2-in-1 Wall Mixture. (I.S.I. Brand) (as per developer choice).*

Attach Toilet: *One shower, Two Bib Cock. (LSI. Brand) (as per developer choice).*

KITCHEN-CUM-DINING: One kitchen steel sink with one C.P. Sink cock (as per developer choice). One hand wash Basin with Pedestal (20" x 16"/white color) (I.S.I. Brand), With one C.P. Pillar cock (as per developer's choice).

ELECTRIC METER:

1) A separate electric meter shall be provided for each flat at cost /security deposit to be paid by the intending purchaser/s.

2) Developer shall provide an electric meter for common services as stair case lighting and pump etc. at his own cost.

ELECTRIFICATION:

Concealed wiring with cooper wire I.S.I. Brand (Havells/Mescab) built in Switch Boards with standard brand switch (I.S.I. Mark) (as per developer's choice).

BEDROOM: Two light points, One fan point, One 5 Amp. Plug Point.

BALCONY: One Ceiling light, One 5 Amp. Plug Point.

DINING-CUM-KITCHEN:

Two light points, One fan point, One exhaust fan point, One 15 Amp. Plug, One 5 Amp. Plug Point, One bell push (out side light point earthing).

TOILET & W.C.:

Main Toilet: One light point, one exhaust point/ Geyser Point 1 No. 15 Amp. Plug point.

Attach Toilet: One light point.

EXTRA:

Calling bell, one light point in all stair case landing, one light and one point in main entrance.

SWITCH:

- 1) All switch/plug made by: Pritam/ Priti/ Anchor/ Havells (as per developer's choice).
- 2) MCB Switch made by : "Havells".
- 3) All P.V.C. Cooper wire - made by: Mescab/ Havells, Size : 1.5mm, 2.5mm.

MAIN ENTRANCE OF BUILDING:

Main entrance of the building will be protected by collapsible gate.

DRAIN : All necessary drain will be completed.

PAINTING:

- 1) Inside wall be finished up to plaster of Paris.
- 2) Outside wall will be finished with super snowcem/ or equivalent.
- 3) All doors, windows and grills will be finished with two coat white primer.

EXTRA WORK:

The intending buyers shall have to inform in writing or in advance in case of any changes of the above specification for betterment. They will have to pay for the extra cost as may be determined by the developer or architect in advance.

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

SIGNED, SEALED & DELIVERED

In these presence of WITNESSES :

1) Gitosree Palit
Maheshtala Dakghar
Mondal Para
1001-141.

Pratibha Kumari

2) Sandip Kumar Adv.
Alipore Jgudes' Ct
no: 27

Rajesh Kumar

SIGNATURE OF THE OWNERS

GOURAB BUILDERS & SUPPLIERS

Sayanat Kumar Mukherjee

PROPRIETOR

SIGNATURE OF THE DEVELOPER

Drafted by :

Sandip Kumar Adv.

Sandip Kumar Mondal

F-208/2004

Advocate

Alipore Jgudes' Court

Alipore, Kolkata-27.

Typed by :

Gitosree Palit

Maheshtala, Dakghar, Kolkata : 700141.

Thumb

First

Middle

Ring

Little



Left hand

Right Hand

Signature:

Pratikha Kumari

Name

SMT. PRATIBHA KUMARI



Left hand

Right Hand

Signature:

Rajesh Kumar

Name :

SRI RAJESH KUMAR



Left hand

Right Hand

Signature

Shyamal Kumar Naskar

Name :

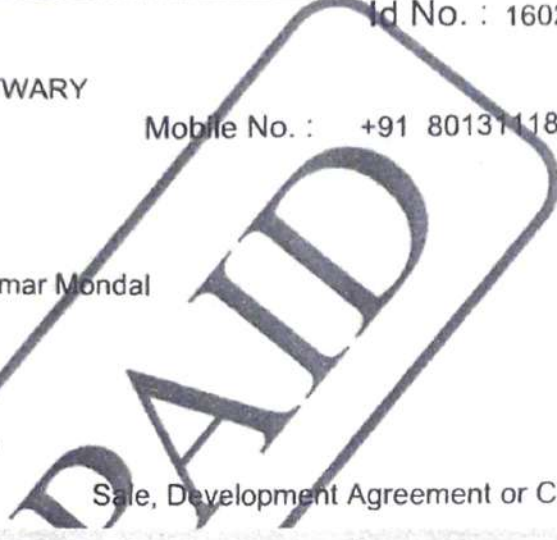
SRI SHYAMAL KUMAR NASKAR

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

IN 19-201718-007811613-1
IN Date: 15/09/2017 01:57:30
IN IK00HNBJH6
Payment Mode Online Payment
Bank : State Bank of India
BRN Date: 15/09/2017 01:58:14

DEBITOR'S DETAILS

Id No. : 16020001309520/1/2017
[Query No./Query Year]
Name : DEBRAJ PATWARY
Mobile No. : +91 8013711881
Address : Gopalpur
Merchant Name : Mr Sandip Kumar Mondal
Merchant Name :
Merchant Address :
Status of Depositor : Others
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement



PAYMENT DETAILS

No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	16020001309520/1/2017	Property Registration- Stamp duty	0030-02-103-003-02	4920
1	16020001309520/1/2017	Property Registration- Registration Fees	0030-03-104-001-16	53

Words : Rupees Four Thousand Nine Hundred Seventy Three only
Total 4973





सत्यमेव जयते

**Government of West Bengal
Directorate of Registration & Stamp Revenue
e-Assessment Slip**

Query No / Year	1602-0001309520/2017	Office where deed will be registered
Query Date	15/09/2017 1:49:42 AM	D.S.R. -II SOUTH 24-PARGANAS, District: South 24-Parganas
Applicant Name, Address & Other Details	Sandip Kumar Mondal Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830321828, Status : Advocate	
Transaction	Additional Transaction	
[U110] Sale, Development Agreement or Construction Agreement	[4305] Declaration [No of Declaration : 2]	
Set Forth value	Market Value	
Rs. 1/-	Rs. 14,65,624/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 6,020/- (Article:48(g))	Rs. 53/- (Article:E, E, M(b), H)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
		Rs. 100/-
Remarks		

Land Details :

District: South 24-Parganas, Thana: Maheshtala, Municipality: MAHESHTALA, Road: Sreema Properties Road, Mouza: Ganpur, Ward No: 17, Holding No:F3 72 1 NEW Pin Code : 700141

Sl. No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-34	LR-2131	Bastu	Shali	4 Katha 3 Chatak	1/-	14,65,624/-	Width of Approach Road: 14 Ft.,
Grand Total :					6.90938000Dec	1 /-	14,65,624 /-	

Land Lord Details :

Sl No	Name & address	Status	Execution Admission Details :
1	Smt Pratibha Kumari Wife of Shri Rajesh Kumar, 235/1, Upen Banerjee Road, 2nd Floor, Flat No: 2A, Post Office: Parnasree, Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. AGQPK8354H, Status :Individual, Executed by: Self . To be Admitted by: Self	Individual	Executed by: Self , To be Admitted by: Self



Smt Rajesh Kumar Son of Late Bundela Ravi Das, 235/1, Upen Banerjee Road, 2nd Floor, Flat No 2A, Post Office: Parnasree, Behala District.-South 24 Parganas, West Bengal, India, PIN - 700060 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. AFEPK2730A, Status :Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by : To be Admitted by :
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Developer Details :

Name & address	Status	Execution Admission Details
Gourab Builders And Suppliers (Sole Proprietorship) Mahadevpur, Puratan Dakghar, Post Office: Maheshtala, Maheshtala, District :-South 24-Parganas, West Bengal, India, PIN 700141 PAN No. ABSPN2343L, Status :Organization, Executed by: Representative	Organization	Executed by: Representative

Representative Details :

Sl No	Name & Address	Representative of
1	Shri Shyamal Kumar Naskar Son of Late Subal Chandra Naskar Puratan Dakghar, Post Office: Maheshtala, Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700141 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ABSPN2343L	Gourab Builders And Suppliers (as Proprietor)

Identifier Details :

Name & address
Miss Gitosree Palit Daugther of Mr N Palit Dakghar, Post Office: Maheshtala, Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700141 Female, By Caste: Hindu, Occupation: Service, Citizen of: India, Identifier Of Smt Pratibha Kumari, Shri Rajesh Kumar Shri Shyamal Kumar Naskar

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt Pratibha Kumari	Gourab Builders And Suppliers-3.45469 Dec
2	Shri Rajesh Kumar	Gourab Builders And Suppliers-3.45469 Dec

