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v.c. case NO. 383/2015

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Additional Dist Sub-Registrar
Garia, South 24 Parganas

14 AUG 2015

AGREEMENT FOR JOINT VENTURE

THIS AGREEMENT FOR JOINT VENTURE made this the 31st day of July. - Two thousand and Sixteen (2015) AD.

BETWEEN

SRI PIJUSH MAJUMDER son of Late Indra Mohan Majumder, PAN - BKFI M0066E by Occupation -

S.L. No. 3079 Date 30.07.2015
 Name Pijish Majumdar
 Address Dhalua West. P.S. - Sonarpur
 Value 0000/-
 Govt. Stamp Vender
 SARYASACHI DEB
 Sonarpur, A.D.S.R.O., Cal-150

KE-152

- Pijish Majumdar

v.e.T 1165



1. - Pijish Majumdar

v.e.T 1167

2 - Madhusudan Pramanik

Soemitra Mahto
 S/o - Tapan Kr. Mahto
 Occu - Business
 Add - Garia, Nalengpara
 Kolkata - 700084

Additional Dist. Sub-Registrar
 Garia, South 24 Parganas

31 JUL 2015

Business is residing at, Dhalua West. P.O. - Panchpota, Police Station - Sonarpur, Kolkata - 700 152, District South 24 Parganas, West Bengal, by Creed - Hindu, by nationality - Indian, hereinafter jointly and collectively called and referred to as the **OWNER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives assigns) of the **FIRST PART** :

A N D

M/S. B. L. REALTY (INDIA) PVT. LTD. the Company is incorporated under the Provision of Companies Act 1956, having its registered Office at Dhalua Gamkal Lane, Srinagar Main Road, Police Station- Sonarpur, Kolkata- 700152, District - South 24 Parganas, W.B., represented by its Managing director, **Sri Madhusudon Pramanik** son of Late, Gobinda Pramanik residing at Dhalua (N), Gamkal Lane, Post Office- Panchpota, Police Station- Sonarpur, Kolkata- 700 152, District- South 24 Parganas by Creed - Hindu, by Occupation - Business, by nationality - Indian, hereinafter called and referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, executors, administrators, legal representatives in office) of the **SECOND PART** :

WHEREAS Sri Pijush Majumder (PAN - BKFPM0066E) the Owner/First Party herein by virtue of inheritance and Gift by deed No. 283A, recorded in Book No. — , CD Volume No. — Pages from — to — , for the year 2015, ALL THAT a piece and parcel of land measuring more or less 04 (four) Cottah 12 (twelve) Chhittak 00 (Zero) Square Feet, comprised in R.S. Dag No.237(P) under R.S. Khatian

No.25 and 220, in Mouza - Dhalua, J.L. No.43, Touzi No.340 & 342, within the limits of Rajpur Sonarpur Municipality , Ward No.2, by holding No. 408, District Sub-Registrar-IV, at Alipore, of South 24-Parganas Additional District Sub-Registrar Garia, Police Station -Sonarpur, District - South 24 Parganas, Kolkata 700 152 more fully and particularly described in the Schedule - "A" hereunder, written [hereinafter referred to as the "said land"] and is possessing and enjoying the same without let and hindrances, free from all encumbrances

AND WHEREAS for the commercial exploitation the First Party herein decided to develop the said land by making construction a multistoried building thereon as per sanctioned plan to be sanctioned by The Rajpur Sonarpur Municipality or any other sanctioning authority concerned.

AND WHEREAS the owner/First Party herein, approached Sri Madhusudan Pramanik the Managing Director of M/S B L Realty (India) Pvt. Ltd., the Developer/Second Party herein, for developing the Schedule - "A" property, and upon discussion and personal meeting, the Developer/Second Party herein, agreed to undertake for developing the same as per Joint Venture basis.

AND WHEREAS the owner/First Party herein, are being nominated and appointed M/s. B. L. Realty (India) Pvt. Ltd. the Developer/Second Party herein, as the Developer to develop the Schedule - "A" property, as per sanctioned plan to be sanctioned from Rajpur Sonarpur Municipality and/or any other authority concerned by its own cost and responsibility

NOW THIS AGREEMENT FOR JOINT VENTURE WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO :-

ARTICLE - 1 - DEFINITIONS

Unless in these presents it is repugnant to the context therewith :-

1.1 **OWNER:** shall mean **SRI PIJUSH MAJUMDER**, son of Late Indra Mohan Majumdar, by Occupation - Business is residing at, Dhalua West, P.O. - Panchpota, Police Station: Sonarpur, Kolkata - 700 0152, District South 24 Parganas, West Bengal, all are by Creed - Hindu, by nationality - Indian, hereinafter jointly and collectively called and referred to as the **Owner**.

1.2 **DEVELOPER:** shall mean **M/s. B.L. Realty (India) Pvt. Ltd.** having its registered office at Dhalua Gamkal Lane, Srinagar Main Road, Police Station- Sonarpur, Kolkata- 7000152, District - South 24 Parganas, W.B; represented by its Managing director, **Sri Madhusudon Pramanik** son of Late Gobinda Pramanik residing at Dhalua Uttar. Gamkal, Post Office- Panchpota, Police Station - Sonarpur, Kolkata- 700 152, District- South 24 Parganas.

1.3 **LAND/PREMISES :** shall mean land measuring more or less 04 (Four) Cottahs 12(Twelve) Chhittaks 00 (Zero) Square Feet, comprised in R.S. Dag No.237 (P), under R.S. Khatian No.25 and 220, in Mouza - Dhalua, J.L. No.43, under Police Station - Sonarpur, District - South 24 Parganas, morefully and particularly described and mentioned in the Schedule - "A" hereunder written.

1.4 **BUILDING PLAN:** shall mean the building plan to be sanctioned by The Rajpur Sonarpur Municipality or by any other Authority concerned upon the Schedule - "A" Property hereunder written with power to alterations and/or modifications from time to time.

1.5 **BUILDING:** shall mean the building to be constructed on the land of the schedule "A" Property in accordance with the plan to be sanctioned by the appropriate authority including car parking and other common spaces.

1.6 **COMMON FACILITIES AND AMENITIES:** shall include roof, terrace, corridors, ways, stairways, passage ways, water pump & pump room, drive ways (excepting those reserved for open car parking spaces under the roof in the ground floor), boundary wall, lobbies, machine room, electric meter & its room, stair head, underground water reservoir, septic tanks and drainage system, overhead tank, lobbies guard room and other facilities and spaces whatsoever required for the use, establishment, location, enjoyment, provision, maintenance and/or management of the building complex.

1.7 **OWNER'S ALLOCATION :** shall mean 3 (three) flats measuring about 820 square feet cover area as per sanction Building Plan from Rajpur Sonarpur Municipality, and the Owner will get one flat in ground floor of the building and two Flats in 1st floor within the building more fully and particularly mentioned in Schedule - "B" hereunder written.

1.7 **DEVELOPER'S ALLOCATION:** shall mean the remaining unit of Flats and Car Parking spaces together with undivided proportionate share in the underneath land

comprised in the said premises together with all the common right, facilities and amenities, save and except the Owner Allocation, morefully and particularly mentioned in Schedule - "C" hereunder written.

1.8 **ARCHITECT:** shall mean the person or persons who may be appointed by the Developer for designing, planning and supervision of the construction work of the said building.

1.9 **COMMON EXPENSES:** shall mean the expenses, such as cost of guard/s, sweeper/s, outgoing rent & taxes, electric charges and others charges for common areas etc.

1.10 **TRANSFeree:** shall mean the person/s, firm, limited company, Associations of person/s to whom any space in the new building will be transferred by the Developer or Owner/s.

1.11 **TRANSFER:** shall mean with its grammatical variations and include a transfer by possession of unit in the said multistoried building to the purchaser/s.

1.12 **PURCHASER:** shall mean person/s, firm, association, public or private body etc, to whom any unit in the new building shall be transferred.

1.13 **EXPRESSIONS:** imparting masculine shall include feminine and neuter gender.

1.14 **WORDS:** imparting plural number shall include singular number as well as vice-versa.

1.15 **THE PARAGRAPHS:** heading to be article do not form part of this agreement and shall not be taken into account for construction or interpretation thereof.

ARTICLE - II - COMMENCEMENT

2.1 This Agreement shall come into effect immediately on execution of this Agreement thereof.

ARTICLE - III - RIGHT / TITLE / INDEMNITIES

3.1 The Owner are absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said Land/ premises and every part thereof described in the Schedule - "A" hereunder written.

3.2 The said Land/ premises are free from all encumbrances, charges, liens, mortgages, lispens, attachments, trust whatsoever.

3.3 The owner have a good and marketable title in respect of the said premises.

3.4 The owner have neither entered into any Agreement, Agreement for Sale, Joint Venture Agreement and/or Development Agreement nor has created interest in favour of any third party in the said land or any part thereof before execution of this agreement and shall not execute after executing the same.

3.5 The owner have agreed to keep the Developer guarantee and /or indemnity against any claim or demand being made by any third party in respect of the said premises thereby affecting the right, title, interest and possession thereof and/or any defect in the title of the owner and in that event the owner shall be wholly and solely responsible for the same. If any dispute arises in continuance of this project or any time in future relating to the title and possession of the "A" schedule property, the

developer has every right to claim the cost of demerge in any nature or manner.

ARTICLE - IV - Owner's RIGHTS & INDEMNITIES

4.1 The possession of the owner' allocation in the new building will be handed over to the Owner by the Developer within 33 (thirty three) months from the date of signing of this agreement.

4.2 The Developer shall be entitled to prepare the plan and submit the same before Rajpur Sonarpur Municipality or the appropriate authority/ authorities in the name of the owner and Developer shall pay and bear all costs, fees for sanction of the plan, Architect's fees and expenses required for construction of the building at the said land /premises. However, the Developer shall construct and complete the new building/s including the owner's allocation and the common facilities and amenities in terms of the sanctioned plan within a period of 33 months from the registration of the agreement. If the work of the construction of the building is to be delayed due to Force majeure in that case the period of extension of time should considered and extended as mutually agreed upon in the between the parties.

4.3 The Developer is, committed to complete the development work of the said building within the schedule time of completion as mentioned above and the Owner shall co-operate in all respect to complete the said building and/or development work at the earliest by signing necessary documents which will be require for getting building plan sanctioned or any amendments of the said plan from the concerned authority but unnecessary delay shall not be accepted in any manner whatsoever and the developer will pay the penalty @ Rs. 1 per square feet on the total F.A.R. of Owner allocation for another 1 months

over and above the period of completion as mentioned in clause 4.2 herein before.

4.4 The owner hereby further agreed and covenanted with the Developer as follows:

- i] Not to cause any interference or hindrance in the construction of the proposed building at the said land/premises by the developer provided the construction is done in consonance with the building sanctioned plan and in terms of the Agreement.
- ii] Not to do any act deed or thing whereby the developer is prevented from selling, assigning or disposing of any portion of the developer's allocation in the proposed building.
- iii] Not to let out, grant lease, mortgage or charge or in any way transfer or encumber the said land/premises or any portion thereof without the consent in writing of the Developer.
- iv] To sign and apply for all deeds, papers and documents, building plan, applications and render all as may be required by the Developer from time to time concerning the said land and/ or premises which are necessary for its development.
- v] To appoint the developer as his constituted attorney with all powers and authorities to develop the said land in terms of this Agreement and for that purpose to authorize the deed/s to sign all deeds, papers, documents, application, building Plan for and on behalf of and in the name of the owner and to further empower and authorize the developer to represent them before all Government statutory and other authorities including Court of Law.
- vi] The owner shall hand over all clearance certificates relating to the payment of Tax up to the date of signing of this agreement of the Schedule - "A" Property.

vii] *The owner will hand over the original documents i.e. B.L & L.R.O. Tax Receipts and Parcha, title deeds, chain (Link) deeds relating to the title of the schedule - A property to the Developer.*

viii] *A sum of Rs. 25,000/- (Rupees Twenty five thousand) only as forfeited money will be paid on the date of execution of this agreement.*

ix] *The Developer shall have every right to sell, transfer and convey the Developer's allocation in favour of any person, firm or association at such rate, which the Developer shall deem fit and proper, and to receive the advance money/part consideration money and/or full consideration money for the same from the intending buyer/s and to issue good and valid money receipt for such payment, in the name and on behalf of the owner. And the owner shall be bound to execute and register a general power of Attorney in favour of the Developer for the purpose of sale of the Developer's allocation as well as adjustable share of the owner.*

x] *The Developer shall have every right to execute and register the Agreement and/or Contract for Sale of the Developers' allocation, fully described in the Schedule - "C" hereunder written, and also Deed of Conveyances of the same and to present the said Agreement/Contract for Sale and also Deed of Conveyances before any Registrar, D.S.R.- IV of South 24-Parganas at Alipore, A.D.S.R. Sonarpur or Registrar of Assurances - I, Kolkata or any other office of the Registrar for the purpose of registration of the same and to receive the advance money/part consideration money and/or full consideration money from intending buyer/s in its favour, i.e. in the name of Developer. It is also agreed by the both parties that the developer can hand over the*

possession of the part and parts of developers' allocation of the building to the third party and in that case that the Developer will simultaneously hand over the equal portion to the owner from the owner' allocation.

4.5 The owner shall hand over peaceful vacant khas possession of the said premises upon execution of this Agreement in favour of the Developer. The Developer shall make over possession of the owner's allocation after completion of the said building. It is also agreed by the both parties that the developer can hand over the possession of the part and parts of developers' allocation of the building to the third party and in that case that the Developer will simultaneously hand over the equal portion to the Owner from the Owner's allocation.

4.6 The Developer shall sell the Developer's allocation in favour of its nominee or nominees at such rate to be fixed by the Developer and the Owner shall have no objection for the same and the Owner for the purpose of sale and transfer of the Developer's allocation in favour of its nominee or nominees agrees to be a party and sign agreements for sale and also agrees to execute the Deed of Conveyance/s or transfer in respect of undivided share in the land attributable to the Developer's Allocation in such part or parts and/or in favour of the Developer or its nominee or nominees as shall be required by the developer subject to compliance of necessary obligations on the part of the Developer under this Agreement.

4.7 The Owner shall execute a Power of Attorney in favour of the Developer or its nominee or nominees to enable the Developer to take up the work of development including construction at the said premises in terms of this agreement and for sale of the undivided share in the land attributable

to the Developer's Allocation and to receive advance money/part consideration money/full consideration from the intending purchaser/s of Developer's allocation with right to grant valid receipt of the same.

4.8 The B.L & L.R.O. Tax Receipts and Parcha and other documents in original of the said plot of land/premises shall be kept with custody of the Developer for the period of construction of the said building and selling of Developer's allocation and the same will be returned after completion of the project. Be it noted here with that if any document is required to prepare in that event that will be done at the cost of the developer and the developer will keep the original of the same but handover the certify copy of the said document to the Owner.

4.9 The Developer, at its own cost, shall have every right to amalgamate the Schedule - "A" property with the adjacent plot Owner/Owner towards construction of the building upon the said property in a sophisticated manner, and in that case, the Owner shall not claim and/or demand any enhance amount of money or space in the meaning of Flat & Car Parking space other than the allocation, morefully and particularly mentioned in the Schedule - "B" hereunder written. Provided the developer will satisfy the Owner about their allocation before amalgamation by providing proposed plan in respect of Owner land.

ARTICLE - V - DEVELOPER'S RIGHTS & OBLIGATIONS

5.1 The owner hereby allowed subject to what has been hereinafter provided to the Developer to build, construct, erect and complete the said building thereon and to commercially exploit the same by entering into agreements for sale and/or transfer and/or construction in respect of the Developer's allocation in accordance with the plan to be

sanctioned by The Rajpur Sonarpur Municipality or the competent authority/authorities with or without amendment and/or modification made by the Developer.

5.2 Nothing in these presents shall be construed as a demise or assignment or transfer by the Owner of the said premises or any part thereof to the Developer or as creating any right, title and interest in respect thereof to the Developer other than a license to the Developer or commercially exploit the said premises in terms hereof and to deal with the Developer's allocation in the building to be constructed thereon in the manner and subject to the terms hereinafter stated. The Developer further undertakes to comply with the terms and conditions contained therein.

5.3 The Developer shall have every right to sell, transfer and convey the Developer's allocation in favour of any person/s, firm or association at such rate, which the Developer shall deem fit and proper, and in the name of Developer, the Developer shall receive all advance money/part consideration money and/or full consideration money in respect of the Developers' allocation or part thereof from the intending buyer/s and to issue good and valid money receipt for such payment, in the name and on my behalf.

5.4 The Developer shall have every right to execute and register the Agreement and/or Contract for Sale of the Developer's allocation, fully described in the Schedule - "C" hereunder written, and also Deed of Conveyances of the same and to present the said Agreement/Contract for Sale and also Deed of Conveyances before any Registrar, D.S.R.- IV of South 24-Parganas at Alipore, A.D.S.R. Sonarpur or Registrar of Assurances - I, Kolkata or any other office/s of the Registrar for the purpose of registration of the same and the Attorney on behalf of the owner shall represent them in

each and every occasion by the strength of General Power of Attorney to be executed and registered by the owner.

ARTICLE-VI-CONSIDERATION

6.1 *In consideration of the owner having agreed to permit the Developer to commercially exploit the said land and erect, construct and complete the new building thereon in accordance with the plan to be sanctioned by Rajpur Sonarpur Municipality or any other competent authority/authorities, together with the Owner's allocation, at the cost of the Developer more fully and particularly mentioned in Schedule - "B" hereunder written.*

6.2 *The Developer shall prepare the plan for the new building and cause to be sanctioned and to incur and/or bear all costs charges for preparation of the same, designing and obtaining sanction of such plan, together with fees of the Architect/ Engineer/L.B.S.*

6.3.a *The Developer shall pay and/or bear all necessary costs and/or expenses of Rajpur Sonarpur Municipality for getting the Owner names mutated and B.L. & L.R.O. Mutation & conversion if necessary together with Rent (Khajna) unto.*

6.3.b *The Developer shall pay and/or bear all necessary costs and/or expenses for The Mutation of the Owner name in the record of Rajpur Sonarpur Municipality in respect of the Owner land together with Tax.*

6.3.c *The owner upon delivery of owner's allocation by the Developer to the owner, as per the terms of this agreement, shall pay and/or bear all necessary Taxes of The Rajpur Sonarpur Municipality in respect of their respective allocated portion and proportionately the B.L. & L.R.O. Rent (Khajna) and all other Rent & Taxes, electric bills, telephone bills, and all other outgoings bills whatsoever.*

6.4 The Developer shall pay all costs of supervision for the development and construction of the owner's allocation in the building and to bear all costs, charges and expenses for construction of the building at the said land/premises.

6.5 The Developer shall, at its own cost and endeavor to complete all common facilities and amenities of the said proposed building before handing over the owner allocation to the owner as per terms of this agreement.

6.6 The aforesaid terms and other terms as embodied in this agreement are the consideration for grant of exclusive right for development of the said land/ premises.

6.7 The Developer shall also construct, erect, complete and make habitable uniformly at its own cost the entire building common facilities and amenities for the said building.

6.8 The Developer shall have no right, title and interest whatsoever in the owner's allocation but it should exploit the limited rights as referred in para No. 4.4 (Viii) of this agreement .

6.9 The Developer shall have no right to claim for payment or reimbursement of any cost expenses or charges incurred towards the construction of the Owner' allocation and of the Owner' undivided proportionate share in common facilities and amenities.

6.10 The Owner shall be exclusively entitled to get their allocation in the proposed building with exclusive right to transfer or otherwise deal with or dispose of the same through the Developer.

6.11 The Developer shall be exclusively entitled to get the Developer's allocation in the proposed building with exclusive right to transfer or otherwise deal with or dispose of the same and the owner shall not have any right to claim,

demand or interest whatsoever therein or any part thereof and the owner shall not in any way interfere with or disturb the quiet and peaceful possession and enjoyment of the Developer's allocation, subject however to what is provided in the agreement.

6.12 The owner shall at the request and cost of the Developer sign and execute such papers and documents as may be necessary from time to time for conferring title on the Purchaser or Purchasers of the unit from the Developer's allocation including car parking spaces and in addition for that purpose shall authorize and empower the Developer as his Constituted Attorney to sign such papers and documents as may be deemed fit and proper. The costs including stamps and registration charges and all incidental expenses of such papers and documents shall be borne and paid by the Developer and/ or its nominated Purchaser or Purchasers.

6.13 The Developer shall be entitled to transfer from and out of the Developer's allocation different portion and/or units including the car parking space/s to various Purchasers on such terms and conditions as it may deem fit and proper without any reference, consultation, advice or consent of each other. The Developer and the owner shall execute all documents as may be necessary for effecting or perfecting the transfer made as aforesaid in favour of the Purchaser/s.

ARTICLE-VII-PROCEDURE

7.1 The owner shall grant unto and in favour of the Developer and/or its nominee or nominees General Power of Attorney as may be required for the purpose of applying for and obtaining sanction of the building plan in the name of the owner from The Rajpur Sonarpur Municipality or the competent authority/authorities including all necessary

permission, sanctions no objections from diverse authorities as are required in law for the time being in connection with the construction of the building and also for the purpose of execute and register the Agreement for Sale and Deed of Conveyance of the Developer's allocation.

ARTICLE-VIII-CONSTRUCTION

8.1 The Developer shall be solely, exclusively and responsible for construction of the building as per sanctioned plan and in accordance with the guidelines and/or building rules of The Rajpur Sonarpur Municipality or the competent authority/authorities. The owner and / or their appointed engineer shall have liberty to inspect and see the progress of the said construction to be done in accordance with the provision stated herein from time to time.

ARTICLE-IX-SPACE ALLOCATION

9.1 After sanctioning of the Building Plan from The Rajpur Sonarpur Municipality or the competent authority/authorities, the Parties herein shall settle their respective allocation amicably which will be recorded through writing and will be treated as supplementary agreement.

9.2 After completion of the building, the Developer shall hand over physical possession of the owner's allocation to the owner within the stipulated period, mentioned under this Agreement. The owner shall be exclusively entitled to transfer or otherwise deal with the owner's allocation in any manner without any claim whatsoever of the Developer.

9.2 The Developer shall be exclusively entitled to the Developer's allocation in the building with exclusive right to procure transferee and settle the price with such transferee

without any intervention whatsoever of the owner. The owner shall be bound to execute and register the sale deed prepared by the Developer in favour of the transferee/transferees of the Developer's allocation.

ARTICLE X-BUILDING

10.1 The Developer shall at its own cost construct, erect, complete and make habitable uniformly the building and the common facilities and amenities including the Owner's allocation at the said premises in accordance with the plan to be sanctioned by Rajpur Sonarpur Municipality or the competent authority/authorities with good and standard material mentioned in the Schedule - D hereunder and/or those specification as may be specified by the Architect from time to time.

10.2 The Developer shall at the costs of the developer be authorized on behalf of the Owner in so far as is necessary to apply for and obtain quotas, entitlements and other allocations of or for cement, steel, bricks and other building materials allocable to the owner for the construction of the building and similarly apply for and obtain temporary and permanent connection of water, electricity power, drainage, sewerage and /or gas to the building and other provisions and facilities required for the construction or enjoyment of the building for which the owner shall execute in favour of the Developer or its nominee a Power of Attorney and other authorities as shall be required by the Developer from time to time.

10.3 The Developer shall at its own costs and expenses and without creating any financial or other liability whatsoever in nature upon owner construct and complete the new building and various units therein accordance with the sanctioned building plan.

10.4 All costs, charges and expenses, legal and/or otherwise, including Architects fees towards construction of the said building shall be paid discharged and borne by the Developer and the owner shall have no liability in this context.

ARTICLE-XI-COMMON FACILITIES

11.1 The owner shall pay and bear all taxes and other dues and outgoings in respect of the said land/ premises upto the date of execution of this agreement.

11.2 As soon as the building is to be completed, the Developer shall give intimation to the owner in writing requiring the owner to take possession of the owner' allocation in the newly constructed building within fifteen days from the date of receipt of such intimation.

11.3 After handing over the owner allocation to the owner as per the terms of this agreement, the owner and the Developer shall punctually and regularly pay for respective allocations of the said rates and taxes to The Rajpur Sonarpur Municipality and/or the concerned authorities or otherwise as may be mutually agreed upon between the owner and the Developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be, consequent upon any default by the owner or the Developer including any person or persons claiming through or under them in this behalf.

11.4 As and from the date of intimation the owner and Developer shall also be responsible to pay and bear proportionate share of the service charges for the common facilities in the building payable for the respective

allocation and such charges shall include proportionate share of premium for insurance of the building, electricity charges, water, fire and scavenging charges and taxes for light, sanitation and operation repair and renewal charges, for bill/s collection and management of the common facilities, renovation replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical equipment, switchgear, transformer/s, pump/s motor/s and other electrical and mechanical installations, appliances and equipments stairways, corridor, halls, passages ways, Gardens, Park, ways and other common facilities whatsoever as may be mutually agreed from time to time.

11.5 Any transfer or any part of the owner's allocation as well as the developers' allocation of the building shall be subject to the other provisions of these presents and the owner and/or any person claiming through or under them and the developer or its nominee or nominees shall thereafter be responsible in respect of the space transferred to pay the said rates and service charges for the common facilities.

11.6 The deposit or payment is required to be made to the CESC/WBSEB authority for any individual supply in respect of the owner's allocation it shall be paid and discharged by the owner and/or their nominee or nominees.

ARTICLE - XII - OWNER'S RIGHTS & INDEMNITIES

12.1 The Developer hereby undertakes to keep the owner indemnified against all third party claim and actions arising out of any sort of act or omission of the Developer in or relating to the Development of the said land/ premises and the construction of the said building and the owner shall not

be held answerable, responsible and/or liable under any circumstances/in any way whatsoever.

12.2 The owner have right to transfer their allocation in any manner with super-built-up area along with all common facilities and common space of the building as per sanctioned building plan and in that case Developer has no objection in any manner.

12.3 The Developer hereby further undertakes to keep the Owner indemnified against any financial liabilities, if any, taken by the Developer from the Bank or other institution for the purpose of development of said land /premises.

12.4 That in no event the owner nor any of their estate shall be responsible and/or be made liable for payment of any dues of bank or other financial organization and for that purpose the Developer shall keep the owner's indemnified against all action suits, proceedings and other charges in respect thereof.

ARTICLE - XIII - MISCELLANEOUS

13.1 The Developer and the owner of the project jointly shall frame a scheme for the management and administration of the said building and/or common part thereof. The parties hereby agree to abide by all the rules and regulation of such Management Society/Association/Holding Organization and hereby give their consent to abide by the same.

13.2 As and from the date of completion of the building the Developer and/or its transferees and the owner and/or their transferees shall be liable to pay and bear proportionate charges on account of ground rent if any and wealth tax and other taxes payable in respect of their respective spaces.

13.3 There is no existing agreement regarding the development or sale of the said land and that all other arrangements, if any, prior to this agreement have been cancelled and are being superseded by agreement.

13.4 The Developer shall have every right to receive advance money and/or part consideration money and/or full consideration money in its favour (i.e. in the name of the Developer) towards sell price of the Developer's allocation, fully described in the Schedule - "C" hereunder written.

ARTICLE - XIV - EXTENSION (FORCE MAJURE)

14.1 In that event that any circumstance or any eventuality beyond control i.e. any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, crowd disorder, strike, terrorist action, civil commotion and prohibitory order and/or directions issued by any authority concerned viz. the Courts/Collector/Assembly/Parliament/Central or State Govt./ Rajpur Sonarpur Municipality, the tenure of construction of the said building shall be extended for such period of time shall fixed by the parties.

ARTICLE - XV - ARBITRATION

15.1 If at any time any dispute shall arise between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability of any of the parties under this agreement shall be referred to the joint arbitration of a mutually accepted arbitrator and the same shall be deemed to be a reference with the meaning of the Arbitration & Conciliation Act, 1996 and its statutory modification or reenactment thereof in force from time to

time. The Arbitral Tribunal shall have the power to pass interim award.

ARTICLE - XVI - JURISDICTION

16.1 The Court/s of Kolkata shall have exclusive jurisdiction of any dispute concerning and/or relating to and arising out of this agreement and/or implementation of any act by the parties thereto.

ARTICLE - XVII - APPLICABLE LAWS

17.1 The interpretation of this agreement and/or any acts and/or omission out of this agreement including the conduct of the parties shall be governed by the applicable laws for the time being in force in India and/or State of West Bengal including their amendments modifications from time to time.

SCHEDULE - "A" REFERRED TO ABOVE

(Description of Land)

ALL THAT piece and parcel of Bastu land measuring more or less 04 (Four) Cottahs 12(Twelve) Chhittaks 00 (Zero) Square Feet, the homesteaded land lying and situated at Mouja - Dhelua, J.L. No. - 43, R.S. No. - 135, Touji No. - 340 & 342, comprised in R.S. Dag No.237(P), under R.S. Khatian No.25 & 220, under Police Station - Sonarpur, District - South 24 Parganas, Kolkata 700 152, now within the limits of The Rajpur Sonarpur Municipality, Ward No. 2, Holding No. 408 Under the jurisdiction of ADSR office of District Sub-Registrar - IV of South 24-Parganas at Alipore and Additional District Sub-Registrar Garia, in the District South 24 Parganas, Police Station - Sonarpur, including all ingress and egress over the 12-0 feet wide common passage and all easement rights, title, interest, possession of the first party, which is butted and bounded by:

ON THE NORTH : Portion R.S. Dag No. 237.
ON THE SOUTH : Portion R.S. Dag No. 237.
ON THE WEST : 12'-0" wide Road.
ON THE EAST : Portion R.S. Dag No. 245.

SCHEDULE - "B" REFERRED TO ABOVE

[Owner's allocation]

ALL THAT piece and parcel of the 3 (three) flats measuring about 820 square feet cover area as per sanction Building Plan from Rajpur Sonarpur Municipality, and the owner will get one flat in Ground floor of the building and two in 1st Floor and the owner will get their share in two floors as mentioned herein, of the proposed building, after getting sanctioned plan owner and developer can mutually reconsidered and rearrange the space allocation of the cover area in the floors but total cover area will be remain same together with undivided proportionate share in the underneath land comprised in the said premises together with all the common right facilities and amenities.

SCHEDULE - "C" REFERRED TO ABOVE

[Developer's allocation]

ALL THAT piece and parcel of the remaining unit of flats and car parking spaces, together with undivided proportionate share in the underneath land comprised in the said premises, fully described in the Schedule - "A", together with all the common right, facilities and amenities, save and except the owner's Allocation of the said property.

SCHEDULE - "D" REFERRED TO ABOVE

[Common areas & facilities]

- a) Land beneath the building and land of side spaces.
- b) Outer walls of the main building.
- c) Columns of the main building

- d) *Surface drains & underground drain.*
- e) *Boundary walls.*
- f) *Septic tank with outer sewer lines.*
- g) *Water reservoirs with water lines and water supply system.*
- h) *Every common area.*
- i) *Main entrance, Roof & Staircase.*
- j) *Electric wiring and lights over the staircase, landing and main entrance.*
- k) *Generator together with space for installation of the same if necessary.*
- l) *All such common facilities provided.*
- m) *Entrance Gate/s.*
- n) *Similar common facilities.*
- o) *Common beatification.*

SCHEDULE - "E" REFERRED TO ABOVE

[Work Specification]

R.C.C. Structure :

Main RCC structure will be designed by eminent engineer and quality ISI marked cement and steel will be used. All outside brick work will be 8 inch and if needed maximum up to owner inch and inside 5 inch & 3 inch. All brick will be done by eco friendly bricks.

Door :

All opening will be made as per sanction plan and frame of sal-wood. All shutters will be made of both side water proof commercial ply flush door.

Plaster :

All walls shall be plastered with cement mortar ceiling with cement mortar as per stranded norms.

Flooring :

Standard quality floor tiles or Marble considering the quality of water available in earth and skirting up to 4 inches height.

Toilet :

Tiles flooring and glazed tile 2.0 mtr. in height.

Kitchen :

Cooking platform one black stone 21" wide along two walls, one Stainless Steel sink upto 2' height from kitchen counter top-level plain white glazed tiles over kitchen counter all along.

Windows :

Aluminum window & glass with grill fittings, designed by Architect.

Paints :

- 1] Walls plaster of paris in bedrooms and L/D rooms, kitchen, toilet & W.C. will be plaster of paris / putti.
- 2] The exterior of entire building shall be painted with a cement based paint or snowcem paints.
- 3] Doors & Windows - synthetic enamel paint over a coat of primer.

Concealed electrical wiring (copper wire) :

Bed Room : Two light points, one fan point, two 5 amp. Plug points, one A/c. point at master bed room only.

Drawing/Dining : Three light points, two fan points, two 5 amp. plug points, one calling bell point and one 15 amp. Plug point, one TV point & one telephone point.

Kitchen & toilet : one light point each in kitchen and toilet and one 16 amp. & one 5 amp. Plug point at kitchen and toilet respectively and one point for exhaust fan in kitchen, geyser point in Toilet (without supply & installation of Geyser).

Balcony : one light point.

Sanitary and plumbing fittings :

Kitchen : One sink (Single bowls stain steel).

Toilet : White base commode with low down PVC cistern, two bib cocks, one shower, one wash basin of matching size (white).

W. C. : One white commode with PVC cistern, two bib cocks – all of standard.

Roof : Over the RCC Roof slab concrete screening and net cement finish on top. 0.9 meters height parapet wall plastered and painted on both sides shall be provided all around the roof slab.

Water supply : Overhead reservoir will be provided at top as per design. Suitable electric pump will be installed for round the clock water supply. Suitable underground tank will be provided.

Extra work : In addition to the above items if the Owner wants to provide additional items or wants to change the specification of any item be allowed after getting the permission from the consulting Engineer. An estimate for additional work or the change item shall be supplied by the developer and the Owner have to pay the amount in advance to carry out these additional/changed items.

SCHEDULE - "F" REFERRED TO ABOVE

[Common facilities]

The building will have overhead water tank, pump and underground water reservoir or required of capacity, roof, common staircase and septic tank etc.

- 1) Staircase on all the floors of the said building.
- 2) Staircase landings on all the floors of the said building.
- 3) Common passage including the main entrance on the floor leading to the floor and roof of the building.
- 4) Water pump and underground reservoir, overhead tank and outside water supply line and fittings.

- 5] *Common Electric meter, service line and main electrical line wiring, Lift, Generator, Pump and electric for pump installed in building and in the meter room/place and other common services.*
- 6] *Generator, servant quarter, Guard Room if any & Meter room.*
- 7] *Drainage sewers and septic tank.*
- 8] *Boundary walls and main gate or other common facilities as mentioned in Clause 1.6.*

SCHEDULE - "G" REFERRED TO ABOVE

[Common Expenses]

- 1] *The expenses of maintaining, repairing re-decorating etc. of the building and in particular of roof, water tank, gutters and rain water pipes of the building, water pipes and electric wires, in under or upon the building and enjoyed or use by the purchaser in common with the Owner/occupiers of the other flat and parking space and the main entrance, passages, landing and staircase of the building and the boundary walls of the building compounds, roof terrace etc.*
- 2] *The cost of cleaning and lighting the passage, landing, staircase, roof and other parts of the building so enjoyed or used by the purchaser/s as foresaid.*
- 3] *The costs of the salaries of clerk, bill collectors, sweepers, watchmen etc. as may be appointed by apartment Owner association.*
- 4] *The cost of operation and maintenance of water connection, lights, pumps and other services.*
- 5] *B.L. & L.R.O. rent and Panchyat/Municipal and others taxes.*

- 6] Such other expenses as are necessary or incidental for the maintenance and upkeep of the building as mentioned in clause 1.9.

IN WITNESS WHEREOF the parties hereunto set and subscribe their respective hands and seals on the day months and year first above written.

**IN PRESENCE OF
WITNESSES :**

[1] Soumitra Mahto
(SOMITRA MAITI)
3/0 - Tapan Kv. Maith
Deen. Bastien
602 - Garia, Nalendra
Kolkata - 700089

Rijish Majumdar
Owner / 1st Party

B. L. REALTY (INDIA) PVT. LTD.
Madhusudan Pramanik
Managing Director

[2] Krishna Gopal Naskar
(KRISHN GOPAL NASKAR)
S/o Subal Naskar
vill - Dhalua . P.o - Panchpota
KOL - 700152

Developer / 2nd Party

Drafted by me :

Nikhil Pradhan
NIKHILESH PRADHAN
(Advocate)

Calcutta High Court

Reg. No-F-652/2005
Computerized by :

Gour Hari Giri
Gourhari Giri

MEMO OF FORFEITED MONEY

%%%

RECEIVED of and from the within named Developer the within mentioned sum of **Rs.25,000/-** (Rupees Twenty five thousand only) towards an forfeited money as per memo below :-

Sl No	Name	Bank Chq. /DD No.	Date	Drawn on	Amount (Rs.)
01	Ashalata Majumder	000151	20/4/2015	Bank of Baroda	25,000/-
Total :					25,000.00

In words Rupees twenty five thousand only.

WITNESSES :

1/ *Sachin Kumar Mishra*

1.

2/ *Krishan Kumar Mishra*

Ashalata Majumder

OWNER





Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. GARIA, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16290000545880/2015

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr PIJUSH MAJUMDER DHALUA WEST, P.O:- PANCHPOTA, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700152	Land Lord			
2	Mr Madhusudon Pramanik Dhalua (N), Gamkal Lane, P.O:- Panchpota, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700152	Represent ative of Developer [B. L. REALTY (INDIA) PVT. LTD.			
Sl No.	Name and Address of identifier	Identifier of		Signature with date	
1	Mr SOUMITRA MAITI Son of Mr Tapan Kumar Maiti Natanpara, P.O:- GARIA, P.S:- Sonarpur, District:-South 24- Parganas, West Bengal, India, PIN - 700084	Mr PIJUSH MAJUMDER, Mr Madhusudon Pramanik			



Query No. 16290000545880/2015, 31/07/2015 03:02:01 PM GARIA (A.D.S.R.)

(ABHISEK BANERJEE)
ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
GARIA

Additional Dist. Sub-Registrar
Garia, South 24 Parganas

South 24-Parganas, West
Bengal



		Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
Left Hand						
Right Hand						

Name..... PIJUSH MAJUMDER

Signature..... Pijush Majumder



		Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
Left Hand						
Right Hand						

Name..... MADHUSUDAN PRAMANIK

Signature..... B. L. REALTY (INDIA) PVT. LTD. Madhusudan Pramanik

		Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
Left Hand						
Right Hand						

Name.....

Signature.....

		Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
Left Hand						
Right Hand						



Name.....

Signature.....

Seller, Buyer and Property Details

i. Land Lord & Developer Details

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	<p>Mr PIJUSH MAJUMDER Son of Mr Indra Mohan Majumder DHALUA WEST, P.O:- PANCHPOTA, P.S:- Sonarpur, District:-South 24-Parganas, West Bangal, India, PIN - 700152 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Self Date of Execution : 31/07/2015 Date of Admission : 31/07/2015 Place of Admission of Execution : Pvt. Residence</p>

Developer Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	B. L. REALTY (INDIA) PVT. LTD. Dhalua Gamkal Lane, P.O:- PANCHPOTA, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700152 Status : Organization Represented by representative as given below:-
1(1)	Mr Madhusudon Pramanik, Managing Director Son of Mr Gobinda Pramanik Dhalua (N), Gamkal Lane, P.O:- Panchpota, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700152 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative Date of Execution : 31/07/2015 Date of Admission : 31/07/2015 Place of Admission of Execution : Pvt. Residence

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr SOUMITRA MAITI Son of Mr Tapan Kumar Maiti Naturanpara, P.O:- GARIA, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,	Mr PIJUSH MAJUMDER, Mr Madhusudon Pramanik	

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR- SONARPUR, Mouza: Dhalua	RS Plot No:- 237 , RS Khatian No:- 25	4 Katha 12 Chatak	10,00,000/-	51,29,996/-	Proposed Use: Bastu, ROR: Bastu, Width of Approach Road: 12 Ft.,

Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	NIKHILESH PRADHAN
Address	NATUNPARA, Thana : Sonarpur, District : South 24-Parganas, WEST BENGAL
Applicant's Status	Advocate

Office of the A.D.S.R. GARIA, District: South 24-Parganas

Endorsement For Deed Number : I - 162902840 / 2015

Query No/Year	16290000545880/2015	Serial no/Year	1629003042 / 2015
Deed No/Year	I - 162902840 / 2015		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mr PIJUSH MAJUMDER	Presented At	Private Residence
Date of Execution	31-07-2015	Date of Presentation	31-07-2015

Remarks

On 14/08/2015

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 271/- (B = Rs 264/- ,E = Rs 7/-) and Registration Fees paid by Cash Rs 271/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,001/- and Stamp Duty paid by Draft Rs 2,001/-, by Stamp Rs 5,000/-

Description of Stamp

1. Rs 5,000/- is paid on Impressed type of Stamp, Serial no 3079, Purchased on 30/07/2015, Vendor named S Deb.

Description of Draft

1. Rs 2,001/- is paid, by the Draft(8554) No: 705745000427, Date: 31/07/2015, Bank: STATE BANK OF INDIA (SBI), RAJPUR.

(Abhijit Bera)

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

On 31/07/2015

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

Presented for registration at 18:42 hrs on : 31/07/2015, at the Private residence by Mr PIJUSH MAJUMDER ,Executant.

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 51,29,996/-

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

Execution is admitted on 31/07/2015 by

Mr PIJUSH MAJUMDER, Son of Mr Indra Mohan Majumder, DHALUA WEST, P.O: PANCHPOTA, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700152, By caste Hindu, By Profession Business
Indetified by Mr SOUMITRA MAITI, Son of Mr Tapan Kumar Maiti, Natunpara, P.O: GARIA, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, By caste Hindu, By Profession Business

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

Execution is admitted on 31/07/2015 by

Mr Madhusudon Pramanik, Managing Director, B. L. REALTY (INDIA) PVT. LTD. , Dhalua Gamikal Lane, P.O: PANCHPOTA, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700152
Indetified by Mr SOUMITRA MAITI, Son of Mr Tapan Kumar Maiti, Natunpara, P.O: GARIA, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, By caste Hindu, By Profession Business

Abhisek Banerjee

(ABHISEK BANERJEE)

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. GARIA

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1629-2015, Page from 20952 to 20991

being No 162902840 for the year 2015.



Digitally signed by ABHIJIT BERA
Date: 2015.08.21 11:27:43 +05:30
Reason: Digital Signing of Deed.

Abhijit Bera
(Abhijit Bera) 8/21/2015 11:27:42 AM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. GARIA
West Bengal.

(This document is digitally signed.)
