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JOINT VENTURE HOUSING PROJECT DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this the 23 adday of Marcarbo Two thousand

Sixteen BETWEEN SMT. INDRANI GHOSH having PAN AKCPG2995E

wife of Late Malay Kumar Ghosh aged about 80 years, by faith Hindu by

occupation Housewife by Nationality Indian citizen, residing at P-42, Lake

Town, Block 'B', P.O. Lake Town, P.S. Lake Town, Kolkata - 700089 AND

COSTS AND PROPERTY OF THE Shindari Road Cof. 48 ঐসরী করাক্ষুর ডেভার-মিতা দত্ত

998000



Addl. District Sub-Registrar Bidharmagar, (Sait Lake City)

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Aminbon Box s/o rate, sudhir ch. Boxe 1, Adhar ch. Das Lark Kol-67 P. S & P.O- ulttadanga others

MISS SOMA GHOSH having PAN AKCPG2997G daughter of Late Malay Kumar Ghosh aged about 49 years, by faith Hindu by occupation House-girl. by Nationality Indian citizen, residing at 42, Lake Town, Block 'B', P.O. Lake Town, P.S. Lake Town, Kolkata - 700089 700048 hereinafter for the sake of brevity, jointly and severally called the JOINT OWNERS of the Land (which expression shall unless otherwise excluded by or repugnant to the context be deemed to mean and include their respective heirs executors, administrators representatives survivors successors and assigns) of the FIRST PART AND PRIYANTI CONSTRUCTION, having PAN No. AADFP9411D, a Partnership firm registered under the Indian Partnership Act, 1932 having its office at 161/1, Dakshindari Road, P.O. Sreebhumi, Police Station - Lake Town, Kolkata - 700 048 and having its three Partners (1) NILKANTHA SAHA son of Late Gajendra Nath Saha having PAN AKSPS8697K by faith Hindu by occupation Business by nationality Indian citizen, residing at 181/25, Canal Street, P.O. Sreebhumf, P.S. Lake Town, Kolkata - 700048 (2) SMT. MANGALA SAHA wife of Sri Nilkantha Saha having PAN AKSPS8696J by faith Hindu by occupation Business by nationality. Indian citizen residing at 181/25, Canal Street, P.O. Sreebhumi, P.S. Lake

Town, Kolkata - 700048 and (3) ANINDYA SAHA son of Sri Nilkantha Saha

having PAN AKSPS8695M by faith Hindu by occupation Business by nationality Indian citizen residing at 181/25, Canal Street, P.O. Sreebhumi, P.S. Lake Town, Kolkata – 700048 in the district of North 24-Parganas hereinafter referred to as **DEVELOPER** (which expression unless otherwise excluded by or repugnant to the context shall be deemed to mean and include its successors-in-office and successors-in-interest partners and assigns) of the **SECOND PART**

WHEREAS

A. By an Indenture of sale dated 25th November, 1969 made between the Governor of-West Bengal therein referred to Vendor therein and Bhupesh Chandra Ghosh resident of P-42, Block 'B', Lake Town, Kolkata – 700089 therein referred to as the Purchaser for valuable consideration sold transferred granted assured and assigned ALL THAT a piece or parcel of land admeasuring 4 (four) Cottahs 0 (zero) Chittak 2 (two) Square feet more or less lying and situate at P-42, Block 'B', P.O. Lake Town, P.S. Lake Town, Kolkata – 700089 and the said Deed of Sale was registered in the office of the Sub-Registrar Cossipore Dum Dum in Book No. 1, Vol. 110 pages 254 to 258 Being

No. 7541 for the year 1969 and the annexed Plan of Deed No. 7541 attached to the page No. 7541 registered in Book No. I, Vol. 110 for the year 1969;

- B. The said Purchaser was seized and possessed of or otherwise well and sufficiently entitled to ALL THAT—a piece or parcel of land admeasuring 4 (four) Cottahs 0 (zero) Chittak 2 (two) Square feet land and thereafter he constructed a two-storied Brick-built Building thereon;
- C. The said Purchaser, Bhupesh Chandra Ghosh was a Bachelor;
- D. The said Purchaser Owner of the said land died on 14th April, 1987 intestate leaving behind him survived his two nephews Malay Kumar Ghosh and Gautam Kumar Ghosh as his legal heirs who inherited the said property left by the said Bhupesh Chandra Ghosh;
- E. Malay Kumar Ghosh died on the 14th November, 2012 leaving behind him servived his wife Indrani Ghosh and one spinter daughter Miss Soma Ghosh;

F. Bhupesh Chandra Ghosh son of Mohini Mohan Ghosh was bachelor who had two nephews, Malay Kumar Ghosh and Gautam Kumar Ghosh both sons of Late Paresh Chandra Ghosh who were his legal heirs and successors to Inherit his property in accordance with Hindu Succession Act, 1956;

G. Malay Kumar Ghosh was married but Gautam Kumar Ghosh was bachelor;

H. Gautam Ghosh died on the 22nd October, 2010 intestate. As a consequence whereof his elder brother Malay Kumar Ghosh was his legal helr who inherited his undivided one-half share of Immoveable property at P-42, Lake Town, Block 'B', P.O. Lake Town, P.S. Lake Town, Kolkata - 700089;

Malay Kumar Ghosh died on 14th November, 2012 intestate leaving behind him survived his wife Indrani Ghosh and only one daughter Miss. Soma Ghosh who is spinter who inherited exclusive right title and interest of the property at P-42, Lake Town, Block 'B', P.O. Lake Town, P.S. Lake Town, Kolkata – 700089;

The Joint Owners of the said property though desired to have a J. multi-storled building constructed on the said landed property after having demolished the old two storied Building (Ground plus one) existed thereon but due to paucity of money and also lack of experience and old age of Indrani Ghosh decided to get the said multi-storied Bullding constructed on the said land by and through an experienced and reputed Developer of the locality and keeping such they on search discovered that PRIYANTI CONSTRUCTION of 161/1, Dakshindari Road, P.O Sreebhumi, P.S. Lake Town, Kolkata - 700048 Partnership firm registered under the Indian Partnership Act, 1932 having 3 partners (1) Nilkantha Saha, (2) Smt. Mangala Saha and (3) Anindya Saha is the experience and

Partnership Firm has been offered by Joint Owners to Construct a multi-storied Building on their land for such Construction of multi-storied Building with the terms and conditions as appearing hereunder and the said Developer has accepted the offer of the said land owners and agreed to construct a new multi-storied building after demolition of the old building standing thereon;

NOW THIS AGREEMENT: WITNESSETH that

The Joint Land Owners herein First Party having decided to get Constructed and/or erected a masonary six storied Building (G +5) on the land of the Owners (fully and particularly descried in Schedule 'A' written hereunder) and offered to the Developer PRIYANTI CONSTRUCTION Second Party herein to construct the said Building who has agreed on the basis of Joint Venture Housing Project Development Agreement.

The said multi-storied Building shall be constructed by the Developer herein at its own cost and expenses without demanding any money from the landowners in respect thereof.

- 3. The share of allocation of the land owners and the Developer shall be as follows:
 - the Owners shall be entitled to entire Second floor to be converted into residential flats of the said new Building and one Car Parking Garage in the ground floor together with proportionate undivided indivisible and impartible share in land as mentioned in Schedule 'A' written hereunder altributable to the said floor area and Garage area;
 - (b) That apart the Developer shall pay Rs.40,00,000/- (Rupees Forty lacs) only by cheque as non refundable security deposit.

 Out of Rs.40,00,000/- (Rupees Forty lacs) only, Rs. 1,00,000/- (Rupees One lac) only shall be paid by two equal share viz.

50,000/- each by two separate cheques on signing of this Agreement and also General Power of Attorney. The balance Rs.39,00,000/- (Rupees Thirty-nine lacs) only shall be paid after sanctioning of the Building plan.

BE IT MENTIONED that upon payment of the said money in advance, the Owners shall be provided with two-Bed Room Flat on Rental or License fee basis which shall be paid by the Developer so long those two Owners are not put in their allocated Flat and Garage in the newly constructed Building.

- Both the Owners declare that save and except themselves there are no legal heirs of the said Owners.
- Both the Owners shall obtain Letter of Administration from the Hon'ble
 High Court, Calcutta through the Advocate of the developer at the

costs and expenses of the Developer in respect of the said immoveable property or any moveable property.

6. Allocations of the developer shall be 1st, 3rd, 4th and 5th floors of the said proposed multi-storled Building for use of residential or commercial purpose and the balance portion in the ground floor for using Car Parking Garages together with proportionate undivided impartible and individual share in land as mentioned in the schedule 'A' written hereunder as saleable areas.

7. The Developer shall get the soll tested by engaging soil Testor of the said premises at its own costs and expenses. The Developer shall cause to have drawn site plan and also building plan or rectified building plan or revisional building plan or modified building plan at the costs and expenses of the Developer for Construction of 6-stoied Building (Ground plus five) thereon at the costs and expenses of the Developer.

The First Party shall hand over the Khas physical Possession of the said land and the existing old two storied Bullding unto the Second party for the purpose aforesaid in compliance with the terms and conditions as appearing hereunder.

- Photo copy of Property Tax Receipts, Electricity Bill etc. original Title

 Deeds including old Deeds etc. and Rent Receipts or any Agreement with the tenant shall be delivered to the Developer simultaneously with the execution of this Agreement and subsequent to delivery of the possession of their land and Building to enable the Developer to produce to the different statutory authorities as and when the Developer shall require for the purpose aforesaid. Original documents relating to property shall be shown and/or produced by the Owners to the appropriate authority or person, whenever required and asked for by the Developer.
- 10. The Second Party shall cause to be demolished the existing old two storled Building after one month of sanctioning of Site Plan if there is no technical inconvenience on the Architectural point of view at its

be the property of the Second Party.

- The Promoter/Developer is hereby and hereunder authorized and empowered by the First Party to demolish or cause to be demolished the existing one two storled old Building of "the Owner" at its own costs and expenses.
- 12. The Ownership of the undivided proportionate share in land out of the total land area of 4 (four) Cottahs 0 (zero) Chittak 2 (two) Square feet be it a little more or less shall be transferred to the prospective Purchasers of the flats and garages or spaces by the Developer without any liability and free from all encumbrances whatsoever keeping reserved the undivided proportionate shares in land for the Owners attributable to their allocated areas.
- 13. The physical possession of the Owner in respect of the said land and existing old Building shall be handed over to the Developer enabling

them to do all activities for new Construction of the 6-storied brickbuilt Building.

- 14. Original Title Deeds and Old Building Plan and related documents shall be produced by the Owner along with the Developer to such authority or person as and when the Developer is asked for or required.
- 15. It is declared by "the Owners" that the said property mentioned in the Schedule 'A' written hereunder is free from all encumbrances and they are the only owner and there is no other legal heirs or claimants for the said property. In the event of any dispute (regarding title of the property) arises over such property "the Owners" will resolve and/or settle such disputes at their own costs and expenses and so long such disputes are not resolved and/or so long not settled the Developer shall withhold the delivery of the possession of the flat or floor space and share in land earmarked for the Owners herein.
- 16. That the name of the Housing Project and/or Building shall be "<u>DISHITAA APARTMENT</u>".

- of Nilkantha Saha one of the Partners of PRIYANTI CONSTRUCTION which shall be registered by the competent Registering Authority after registration of the Joint Venture Development Agreement at the costs and expenses of the Developer being Promoter-firm herein to enable the Developer to take all necessary actions for and on behalf of the owners for commencing the work of construction and completion of the Housing Project and selling of the flats or apartments or floor spaces or garages, if any or otherwise alineated or disposed of the same from the allocated areas of the Developer.
- 18. All Sale Deeds for Flats or Apartments or floor spaces or garage excepting "the Owners" allocations shall clearly mention the proportionate undivided impartiable and indivisible share in land area transferred and flat area transferred to the prospective Purchasers of the Developer and the Sale Deeds will be executed by the Promoter/Developer in favour of the Purchasers of the flats in terms of and by virtue of the General Power of Attorney is to be executed by

the Owners and registered in favour of the Nilkantha Saha one of the partners of Privanti Construction, Promoter/Developer herein.

- 19. That the Promoter/Developer will prepare the necessary Site Plan, Building plans and revised or modified or rectified Building Plans of the proposed Building for and on behalf of the owner in the name of the Owner and the owner will give or have given her approval and consent to the same and will sign all the necessary papers including the Site Plan, Building plans etc. or revised or modified Building Plan for submission to the South Dum Dum Municipality or any other Authority or Municipal Authorities for sanction of the same.
- 20. That the Promoter/Developer and its men agents servants Engineers

 Architects designers supervisors mistries contractors masons artisans
 soil testers etc. will have free access to the aforesald Land or premises
 and will take all actions necessary for implementation of the Housing
 project including surveying of the premises, posting of its banners and
 advertisement in the papers inviting the buyers of the proposed flats
 or floor space or garages or spaces if any and any other suitable

action necessary for completion of the proposed building and disposal of the flats and garage spaces etc. at its costs and responsibility. The owners shall deliver up the full vacant physical possession of the old Building containing an area of 1,200 Square feet in the Ground floor and 1,200 Square feet in the First floor and the land being an area of 4 (four) Cottahs 2 (two) Sqr. ft. thereunder unto the Developer. The Developer shall sign and execute all applications writings and documents and also the Site Plan and Building Plans and other plans or revised plans in that behalf.

21. The Developer shall complete the Housing Project within a period of

24 (Twenty-four) months from the date of the execution of the that will be Sauchion by The competent alternation of where sanction Plan as well as from the date of handing over of khas,

physical and vacant possession of the entire premises and such period of completion may be extended for a further period not exceeding six months therefrom if the Developer Is prevented from doing the work of construction by the act of God or by any restraint order from any Court of law or by Municipal Authorities or by labour strike etc. The

Developer shall handover the complete and ready flats to the

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Landowner within the said 24 months or within such extended period of six months, as the case may be, as described above.

22. That the Developer will secure necessary buyers for sale of the proposed flats and share of proportionate undivided land of its allocation and prices and to receive the money from the intending Purchasers and take all actions necessary for selling the flats or apartments and garages etc. and will prepare and execute Agreement for sale and Sale Deeds in favour of the intending Purchasers for such disposal and/or Sale of the flats and land share of the Developer and also execute Deeds of Conveyance after receiving the full consideration money therefor in favour of the Purchasers. The Developer shall appropriate such money in the work of construction and the work relating thereto. Sri Nilkantha Saha one of the partners. of the Priyanti Construction will execute and sign the Deeds of Conveyance as a Constituted Attorney of the Owner and get it registered for and on behalf of the Owner by virtue of the Power of Attorney executed and registered by the Owners in favour of Nilkantha Saha one of the partners of PRIYANTI CONSTRUCTION

MENTIONED HERE that owners shall be given the possession of their allocated areas in the proposed Building simultaneously with other proposed buyers of flats. All legal works will be done by and through the Advocate appointed by the Developer to effect all such acts and deeds.

23. That the Developer shall be entitled to have the electricity supply in the said proposed building either in its name or in the names of the prospective Purchasers or owner and in such an event the owners shall accord their consent and permission in writing as and when asked for by the Developer to do so without any hesitation and objection of any kind whatsoever. The expenses to obtain separate meters in the name of owners shall be borne by the Owner for her allocated area in the Building and the Developer shall install or cause to install the common meter in the said proposed Housing project at its own cost and expenses PROVIDED ALWAYS proposed purchasers shall install their individual meters for their respective units at their own cost and expenses.

Sale proceeds of the remaining Flats or apartments or garages of the Developer's allocation will go to the account of the Developer. The Original Building Plans shall remain in the custody of the Developer till completion of the building but the photocopy of such Building plan may be handed to the Owners for record. After completion of the Building it will be handed over to the Building Owners' Association on its formation where owners shall be the members of such Association.

25. It is agreed by the Owners that Flats or apartments or garages will be constructed as per Schedule of the Developer as specified hereunder in Schedule 'D'. If any extra work save and except the work specified hereinafter is required to be executed in the allocated floors for the owner it shall be done by the Developer if intimation to that effect is given in writing before installation of the fittings and fixturers in the Owners' Flats but as regards the Purchaser of the flats on all other floors it is entirely a matter between Developer and prospective Purchasers. There shall not be any liability of the Owners and it is specifically assured and declared by the Owners that in no case she or

her agents will engage any other Engineer and Contractor to do the entire or part of the work within the Housing Project during the period of subsistence of this Agreement and till completion of the Building. If the payment of money towards the extra costs is not paid in advance, the Developer will not be obliged to do the same and the Developer will not allow anybody to do such work.

26. It is agreed by and between the parties that the Developer shall have the right to sell the flats or apartments or garages and/or spaces in the said Housing Project at a price or consideration as the Developer may decide and the Owners their agents or nominees shall not interfere with the same. It is agreed that the prospective buyers including the Land Owners would use the flats in the said Building for residential purposes. The floor space in the ground floor may however be used for the purposes of Car Parking Garages. Be it mentioned here that if the owner after completion of Owners' allocation in the said building and taking possession thereof desire to dispose of their allotted portion or part of it in the said building, they can do so at

their own discretion but abiding by the Rules framed by the Flat Owners' Association, if any.

- 27. The Developer being satisfied by inspection and verification regarding the consequences and good marketable title to the property more specifically described and written hereunder in the Schedule 'A' and entering into this Agreement with the Owners. Inspite of, in default of the owners shall be held liable and responsible for all costs and consequences to the project.
- 28. After execution and registration of the documents and completion of the Housing Project, the land Owners shall not have right title and interest in the said immovable property in respect of other floors excepting the Owners' allocation with usual right of egress and ingress in common areas of the Housing Project for enjoyment her apartment along with other flat owners of the building. The Developer shall be at liberty to allot and/or transfer the other apartments or flats or areas or spaces as specified above to other person/persons without any reference to the Owners at Developer's risk and responsibility.

- Purchasers / Allottees / Owners of the respective Flats the owners of the land shall pay the proportionate share of Municipal Taxes, Sales Taxes Value Added Taxes, Multi-storied Building Taxes and Taxes under West Bengal Building Tax Act, 1996, if applicable or any other taxes and Impositions and particularly service Tax. The Building Owners' Association shall maintain the Building at the costs and expenses of all the Flat or unit Owners or occupiers.
- After delivery of possession and completion of transfer of all the apartments in the said building an Association shall be formed by the Unit holders including Owners of the Building under the relevant statutes namely, West Bengal Apartment Owners Act, 1972 and its amendments and the Rules and Regulations framed thereunder to protect the right title and interest of the respective allottees and owners in respect of the flats units and garages as the case may be.

If the Developer fails to construct the proposed 6 (six) storied (Ground plus five) building in accordance with plan sanctioned by the South Dum Dum Municipality and/or any authority and if there is any deviation from the said sanctioned plan or revised plan the Developer will be responsible for such failure and deviations and will be liable to pay such fines and fees and such consequences as may arise and the owner shall not be liable in any manner whatsoever for such failure and deviations and lapses.

32. It is agreed, by and between the parties that the Construction of the Building of the said Housing Project will exclusively be done by the Developer under the name and style of "<u>PRIYA</u>NTI CONSTRUCTION" and all the workmen ,Engineers Architects appointed for the purpose of the construction and/or erection of Building of the said Project would be paid exclusively by the Developer. The Owners or neither of them shall not in any way. interfere with the construction except inspecting the quality of materials to be used, nor will they be responsible for payment, nonpayment, compensation and payment of any of the dues payable to the employees either by way of wages and salary or consequent on any accident and/or statutory dues payable to the employees engaged in such work. The Developer will have to execute the construction of the proposed new building with the quality materials and skilled labour as per Developer's specification. The Developer shall remain liable for any loss or damages caused to any third party by any willful act of the Developer in course of construction of the proposed 6-storied (Grounds plus five) Building or for any breach of terms hereof or any law Rule and Regulations of any statutory authority or due to any accident or any mishap during construction or due to any claim made by any Third Party in respect of such construction and shall keep "the Owners" Indemnified and held harmless against any loss or claim in this regard.

33. The apartments in the said Housing Project excepting those, which are allotted to the Owners shall be booked and sold by the Developer to the intending Purchasers. The Developer is entitled to accept money from the intending Purchasers by way of advance for the sale of flat or

flats or garages or spaces and undivided proportionate share in land from the intending Purchasers at its risk and responsibility. The Developer will convey and/or sell and/or transfer proportionate share in the land in respect of the Flat or garages and units therein to the Intending Purchasers of flat or flats or garages by virtue of the General Power of Attorney executed by the Owners in favour of the Developer's/Partner Nil Kantha Saha and the Developer shall be entitled to have the sale money in regard to Flats Units etc. and the costs and expenses including Advocate's fees of such Conveyances however shall be borne by the prospective purchasers of the flats and garages or spaces. The Purchasers of the flats or garages will get all such work done through the Advocate of the Developer and his fees and typing charges and other expenses will be paid by the Purchasers. in advance as per regulation of the Developer and in default of making such payments such work will be withheld.

34. **IT IS HEREBY FURTHER AGREED** that simultaneously with the execution of these presents the Owners shall deliver all the Photo copy of Deeds and other Deeds or Court's order if any and any other papers

and documents Mutation Certificate issued by the Municipal Authority and BL & L.R.O. and Municipal Tax Bill or Receipts, Receipts of Land Revenue or Khazana and Electricity Bills relating to the land and existing Building and all other original papers documents record—of-rights shall be delivered to the Developer simultaneously with the delivery of physical possession to the Developer herein. In any event the Association will be the ultimate custodian of such documents. The owner shall also be the member of the said Association.

- 35. This Agreement of Joint Venture Housing Project shall be registered with the Competent Registering Authority at the costs and expenses of the Developer after having been executed by the Owners and Developer.
- 36. Any disputes arising out of the Housing Project and associated with the same including the costs incurred by the Developer or the performance by the owners and the amount of compensation or damages payable to the Developer or to the Owners in case of determination or non-fulfillment of the terms of Agreement will be

referred to one Arbitrator to be appointed by the Developer and such proceedings shall be under he Arbitration and Conciliation Act, 1996 and its amendments whose decision shall be final and conclusive. The Language of Arbitration proceeding shall be English and place of Arbitration proceedings shall be at Kolkata. The Arbitrator, if feel necessary, may appoint a third Arbitrator whose decision ultimately shall be final and conclusive and binding upon the parties under this Agreement.

37. Postal address for the Owners of the Land shall be as given at the first preamble of this Agreement and in the event there is any change the same shall be informed to the Developer; similarly if any changes in the Constitution of the Partnership Firm and its address are occurred, the same shall be informed to the Land Owners.

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THE SCHEDULE 'A' OF THE PROPERTY REFERRED TO ABOVE

 (G + one) old Building admeasuring 1,200 (one thousand two hundred) square square feet in Ground floor and 1,200 (one thousand two hundred) square feet in First floor which will be demolished standing thereon at Patipukur Township of the Government of West Bengal being Plot No. 42, Block 'B', Lake Town, P.S. Lake Town, Kolkata - 700089 butted and bounded in the manner following --

ON THE NORTH : By 40' wide Road;

ON THE SOUTH : By Plot No. 71;

ON THE EAST : By Plot No. 43;

ON THE WEST ; By Plot No. 41;

THE SCHEDULE 'B' OF THE PROPERTY

(LAND OWNERS' ALLOCATION)

ALL_THAT entire Second floor of the proposed 6-STORIED Building (Ground plus five) to be converted into self-contained residential flats in all respects as agreed as per aforesaid Agreement and in the Ground floor for one Car Parking Garage together with the undivided proportionate share in land attributable to the said floor and garage areas out of the land as mentioned in the Schedule 'A' written hereinabove being premises No. P-42, Lake Town, Block 'B', P.O. & P.S. Lake Town, Kolkata - 700089.

THE SCHEDULE 'C' OF THE PROPERTY REFERRED TO ABOVE

(DEVELOPER'S ALLOCATION)

ALL_THAT entire First, Third, Fourth and Flith floors of the proposed 6-storled Bullding (Ground plus five) to be converted into Complete flats or Apartments for residential use in all respects in each floor and balance share in the Ground floor for use for Car Parking Garage being undemarcated together with undivided proportionate share in land attributable to the said floor areas to be constructed on the land as mentioned in Schedule 'A' written hereinabove being premises No. P-42, Lake Town, Block 'B', P.O. & P.S. Lake Town, Kolkata - 700089 PROVIDED HOWEVER Building Plan for 6-storied is sanctioned by Municipal Authority.

Article I. SCHEDULE 'D' ABOVE REFERRED TO

1.(i) The measurement is purely approximate as per arithmetical and geometrical calculation, price to be charged at the moment on the total area of any flat as per above measurement and shall be finally adjusted by charging more or less as per physical and actual measurement after completing of the structural brick

works of the flat. There may be some adjustment in plan, if required and permitted.

(ii) Proportionate share of service area and also land each that shall accordingly increase or decrease as per actual measurement of the flat as mentioned.

TWO TYPES OF COMPOSITION OF FLATS:

a) one Two Bed-room or three-Room flat with Drawing cum Dining, Kitchen, two Toilets and Balcony where changes are permissible.

3. TYPE OF CONSTRUCTION & FINISH:

I. STRUCTURE : R.C.C. Framed Structure with

Ist Class 8" Brick external walls

3" & 5" internal walls.

II. FLOORING: 4'-0" X 2'-0" white marble

flooring skirting & Margin For Rooms,

Drawing Rooms, Balconies, Toilet and

Kitchen Marble

III. KITCHEN Black granite Cooking Deck, stainless Steel sink 3'-0" high Glazed tiles Dodos above the cooking deck.

IV) TOILET 6' - 6" height Glazed tiles dodo above the

skirting.

:

V)

WATER SUPPLY : Installation of Deep Tube-well Overhand Tank, Pump and Pump-house provisions would be there for under ground Reservoir.

SANTTARY PLUMBING: Concealed Pipe lines with necessary fittings VI)

two EWC preferably white Commode with

Black Seat Cover, Two Wall Mixture one Basin

_fporcelain Basin, two Shower, & Underground

Mixture, two pcs. White PVC cistern, one white

Sewerage Connection.

(11V ELECTRICITY

Concealed wiring with necessary Switch Boards Having Two light points, one fan Point and one 5 AMP Plug point for each Room, AC point for one Room only, Three light points , one fan points, one S AMP plug point, one 15 AMP plug point for

refrigerator & 5 AMP Plug point for T.V.

Drawing room one light point, one exhaust fan point, two 15 AMP plug point for Kitchen, one light point ,One 15 AMP plug point, one exhaust fan point. For each Tollet, one light point for balcony, One light point and calling bell point for main Entrance of the flat.

VIII) DOORS & WINDOWS: Water proof fla

Water proof flash Door fitted in best Sal-Wood frames with necessary fittings Integrated Grill and Window Almunium Sliding.

IX)COLOUR :

Plaster of Parish finish without painting of internal walls, cement based Exterior colure for Outer walls, Synthetic Enamal paint windows, Grills and Windows Door.

- X) Individual letter boxes on the wall at the Main Entrance (Ground floor of the Building.
- XI) Iron Gate at the Main Entrance of the building.
- XII) Lift from ground floor to top floor.
- XIII) Stair case with white Marble.
- XIV) Termite treatment after excavation of land.

COMPLETION & DELIVERY:

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Construction will be completed approximately within 24 months from the date of commencement of work of construction after receipt of the sanctioned Building Plan or revised plan from the South Dum Dum Municipality or any other Municipal authority and time for completion may be extended not exceeding six months unless otherwise prevented by any unseen reasons.

11. EXTRA WORK:

Any extra work, like-special fittings & fixtures, internal finishing & decoration, Iron removal cum filtration plan etc. over and above our specification mentioned in clause No. 6 above will be carried out ONLY ON .

PAYMENT IN ADVANCE on the EXTRA CHARGE or the DIFFERENCE.

SCHEDULE 'E' COMMON UTILITIES/SERVICES & COMMON PORTIONS OF FLAT

- Roof.
- Common lobby common passage on the ground floor excluding the residential portions.

- Deep tube well and its spares and accessories and equipments.
- Two water pumps, underground water Reservoir, overhead brick-built water tanks.
- Drains, sewerages and all fittings and fixtures of sanitary adjoining the sewerages.
- Electrical Meters below stair landing and outside the stairs, between entrance gate and stairs in the ground floor.
- Pump Room together with Durwan's Room and Bath-room on underground Reservoir.
- One IOO capacity pump and one 200 capacity pump with Motor capacity
 H.P. for 220 volts and one 2 H.P. capacity Motor 220 volts.
- 9. Sanitary pipe Lines.
- 10. 63 AMP Main Switch for 440 volts as required.
- 11. Intercom Telephone connection with equipment.
- Main Gates and Boundary Walls,
- 13. Electrical Equipments and Electrical Wirings in the common places.
- Open Spaces.
- 15. Roof to be used by Flat Owners equally in common.
- Lift (with all accessories) from Ground to Top floor.

IN WITNESS WHEREOF the Land Owners and the Developer herein have set and subscribed their respective hands and seals hereunder on the day month and year first written above.

SIGNED SEALED EXECUTED AND DELIVERED by SMT. INDRANI GHOSH and MISS SOMA GHOSH at Kolkata in the presence of ~

1) Koushik Das. 85 Madhad Dursphagar Kolkaja J. Zoods 5.

2) That Mayunder Medhor Ohngehagen Pour - Rabi neter hagen Kolkete 700065

SIGNED SEALED AND DELIVERED by PRIYANTI CONSTRUCTION represented by Partners NILKANTHA SAHA, SMT. MANGALA SAHA AND ANINDYA SAHA in the presence of-

1) Kauslik Das. 85 McZhya Dunganagar Kelketa — Fooc 65.

2) Depart Anagunder Fradhore Ounge hegen Post-Rewindon a meigen Kelleda-Zen DGS 1. Indrani Shosh

2. Sama Ghock

OWNERS OF THE LAND

For Paigonh Construction

Bak

For Peyort Construction of the Peyorth Construction of the

Pariner

For Proporti Construction Litinaya Lama Parane

DEVELOPER

Drafted by -

(Girija Ranjad Saha Advocate

High Court, Calcutta

6, Old Post Office Street, 1st Floor, Room No. 59,

Kolkata - 700001

Enrolment No. WB 69D/69 Dated 5th December, 1969

Typed by - Predip Majunder (Pradip Majumder) f 6,08d Post Office Street. 1 St. floor, a vom 010.59 Valkato 70007

RECEIVED of and from Priyanti Construction at 161/1, Dakshindari Road, P.O. Sreebhumi, P.S. Lake Town, Kolkata - 700048 the sum of Rs.1,00,000/-(Rupees One lac) only part payment of Rs.40,00,000/- (Rupees Forty lacs) only being non-refundable security money without interest as per Memorandum of Consideration below –

MEMO OF CONSIDERATIONS

A/s. Pyee Cheque No.	Date	Bank & Branch	Paid to	Amount Rs.
253193	02.11.2016	Axis Bank, Lake Town Branch, Kolkata	5mt. Indrani Ghosh	Rs. 50,000/-
253194	02,11,2016	Axis Bank, Lake Town Branch, Kolkata	Miss. Soma Ghosh	Rs. 50,000/-

Total : Rs.1,00,000/-

=======

(Rupees One lac) only

WITNESSES:

1) Kauphilk Das.

1. Indram Ghosh 2. Loma Ghosh

2) Dipay Mayurder

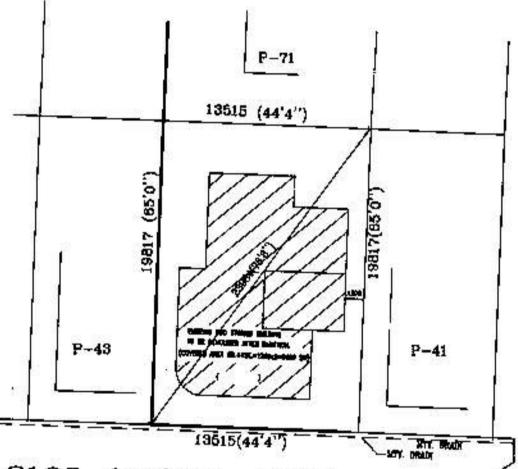
OWNERS

SITE PLAN OF A PIECE OF LAND

AT MOUZA- PATIPUKUR. J.L. NO.-24. PLOT NO.-42 HOLDING NO.70(NEW). LAKE TOWN. BLOCK-B. KOLKATA-700069. P.O. & P.S.-LAKE TOWN.DIST.-24. PARGANAS(N). WARD. NO.30, UNDER SOUTH DUMBUM MUNICIPALITY.

AREA OF LAND-4K-OCH-2 SFT.





12195 (40'0") WIDE

WIDE ROAD

Fax Phyanti Constantion

SITE PLAN

Kak Power

Fax Phryant Construction Mangala Soha

Partner

Indrani Thosh

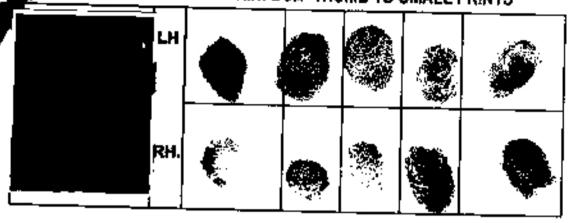
Former Prince

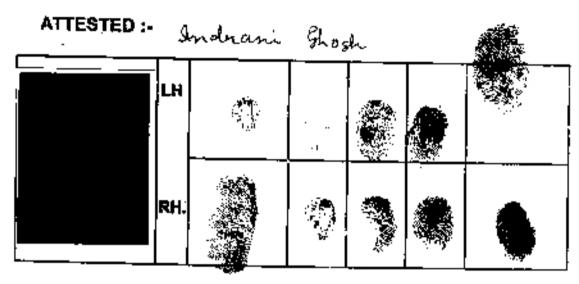
SIG. OF DEVELOPERS.

SIG. OF LAND OWNER

MARE OF THE SENTANT! DTANT/BELLER! SYENCAMENT WITH PHOYD

UNDER RULE 44A OF THE I.R. ACT 1908 N.B. LH BOX- SMALL TO THUMB PRINTS R.H. BOX- THUMB TO SMALL PRINTS





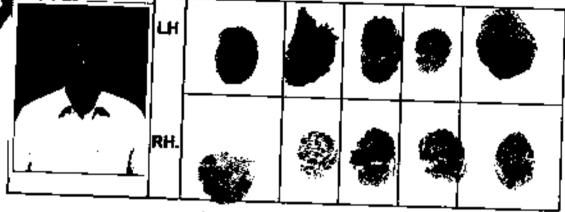
ATTESTED: - Soma Shook

l nuoro	LiH			
РНОТО	RH.			

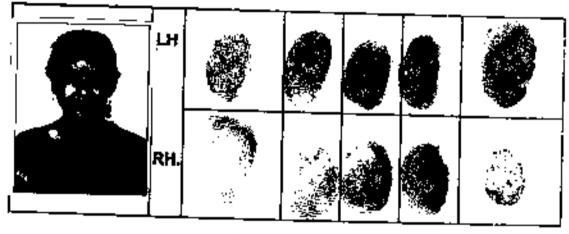
ATTESTED :-

DRE OF THE SENTANT/ STANT/SELLER DYEROCALMENT WITH PHOTO

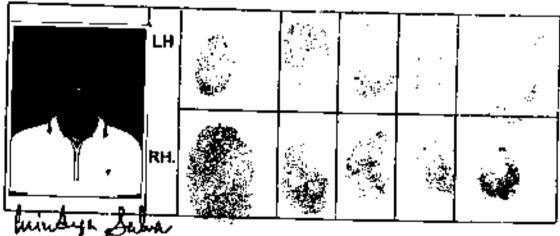
UNDER RULE 44A OF THE J.R. ACT 1908 LH BOX-SMALL TO THUMB PRINTS R.H. BOX-THUMB TO SMALL PRINTS N.B. -



ATTESTED: Bak



ATTESTED: Hongale Sahar



ATTEGTÉD:

Govt. of West Bengal Directorate of Registration & Stamp Revenue

e-Challan

19-201617-083170309-1

Payment Mode

Online Payment

N Date: 21/11/2016 12:56:26

Bank :

AXIS Bank

1350720

BRN Date: 21/11/2016 13:00:29

₦₫ No.: 15041000402888/2/2016

[Guery No /Query Year]

DEPOSITOR'S DETAILS

Name

PRIYANTI CONSTRUCTION

Contact No. :

03325344275

Mobile No.

E-mail

pnyantigroup@rediffmail.com

Address:

161/1 DAKSHINDARI ROAD KOLKATA - 700048

Applicant Name:

Mr PRIYANTI CONSTRUCTUS

Office Name

Office Address :

Status of Depositor

Purpose of payment / Remarks :

evelopment Agreement or Construction agreement

PAYMENT DETAILS

Amount[₹]	Head of A/C	Head of A/C Description	Identification No.	SI. No.
1150	8030-03-104-001-16	roperty Regissission. Registration cos	15041000402884/2/2016 P	1
40021	0030-02-103-003-02	roperly Registration. Stemp duty	15041000402888/Z/2016 P	- ż

Total

In Words

Rupees Forty One Thousand One Hundred Thirty One only

41131

. Date Soma Jhosh



\$(4) 44 Am nes PERMANENT ACCOUNT NUMBER AADFP94110

Table F

PRIVANTI CONSTRUCTION

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15-12-1894

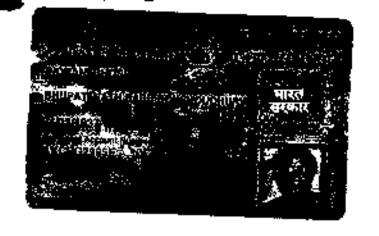
The same and čK k

COMPASSORATION IN BOOK TAX NO. 9.

For Physical Cambridge

Far Prynasi Contraction Wilness Construction





Induarin Shosh





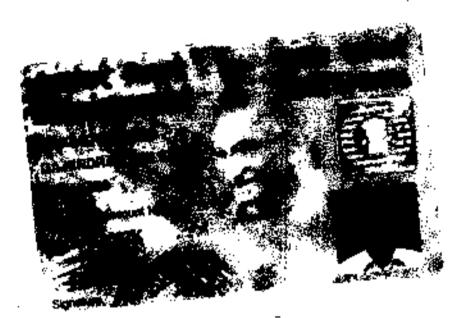


Sloma Ghosh



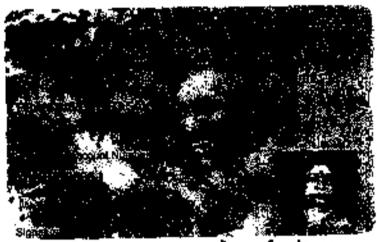


Loma Ghosh



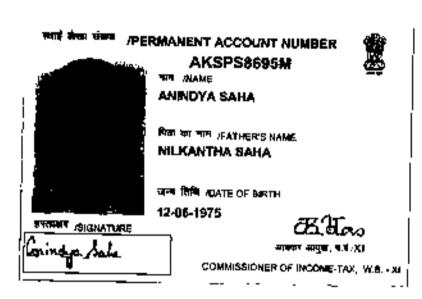
Hak





trangalar Sohar





hindya Saha





Arirban Bone



Major Information of the Deed

No:	1-1504-01852/2016	Date of Registration	TOWARD MAKE
pery No / Year	1504-1000402888/2016	Office where deed is n	
Query Date	17/11/2016 11:30:56 AM	A.D.S.R. BIDHAN NAGA Pargenas	
Applicant Name, Address & Other Details	PRIYANTI CONSTRUCTION 161/1 DAKSHINDARI ROAD, The BENGAL, PIN - 700048, Mobile N	ng : ako Trum Pinda 11	h 24-Pargenes, WEST
Transaction		Additional Transaction	SIVEXBOURANT
[0110] Sale, Development A	greement or Construction	[4305] Other than Immor Declaration [No of Decla than Immovable Property 1.00,000/-F	ration : 21 (4311) Other
Set Forth value	• 44		
Rs. 2/-	72 92400 00 00 00 00	Market Value	A STATE OF THE STA
Stampduty Pald(SD)	N. 3 V O K	Rs. 2,18,13,889/-	- 10 - 10 - 10 - 10 - 10 - 10 - 10 - 10
Rs. 40,121/- (Article:48(g))	50 Sept 2015	Registration Fee Paid	arraga gan arra s
Remarks		Rs. 1,110/- (Article:E, E,	B)
	Received Rs. 50/- (FIFTY only) area)	from the applicant for issuing t	the assement slip.(Urba

Land Details:

District: North 24-Pargenas, P.S:- Lake Town, Municipality: SOUTH DUM DUM, Road: Lake Town Block-B, Mouza: Patipukur

Sch No	Number	Khatian Number	Lend Proposed	Use ROR	Area of Land	SetForth Value (in Rs.)	Merket Value (le Be)	Other Details
L1	LR-173		Bestu	Bastu	4 Katha 2 Sq ft	1/-	2,00,13,689/-	Width of Approach Road; 40 Ft., Adjacent to Metal Road.
1	Grand	Total:			6.8046Dec	17-	200,13,889 /-	

Structure Details :

Sch Structure No Details	Area of Structure	Satforte (In Rs.)	Market value (In Rs.)	Other Details
On Land L1	2400 Sq Ft	11-	CONTRACTOR OF THE PARTY OF THE	Structure Type: Structure

Gr. Floor, Area of floor : 1200 Sq Ft., Residential Use, Camented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No. 1, Area of floor : 1200 Sq Ft., Residential Use, Camented Floor, Age of Structure: 0Year, Roof Type: Pucce, Extent of Completion: Complete

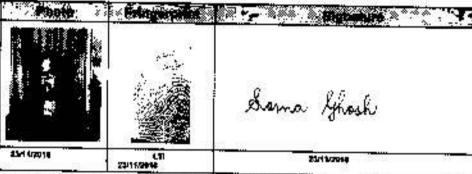
<u> </u>	Total :	2400 sq ft	1/-	18,00,000 /-	· · · · · · · · · · · · · · · · · · ·

the Address Photo Finger print and Signature

Pares .	Photo	Fringerprint	Sicretary
Smt INDRANI GHOSH Vife of Late MALAY KUMAR SHOSH Executed by: Self, Date of Execution: 23/11/2016 Admitted by: Self, Date of Edmission: 23/11/2016 ,Place Office			Indrani Phode
	25/1/2018	בון אופקוריענג	28/E1/davis

P-42, LAKE TOWN BLOCK B, P.O:- LAKE TOWN, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700089 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. AKCPG2995E, Status :Individual

Miss SOMA GHOSH
Daugther of Late MALAY
KUMAR GHOSH
Executed by: Self, Date of
Execution: 23/11/2016
, Admitted by: Self, Date of
Admission: 23/11/2016 ,Place
: Office



42 LAKE TOWN BLOCK B, P.O:- LAKE TOWN, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700089 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. AKCPG2997G, Status :Individual

Developer Detalls:

8I No	Name,Address,Photo,Finger print and Signature	
335	PRIYANTI CONSTRUCTION 161/1 DAKSHINDARI ROAD, P.O SREEBRUMI, P.S Lake Town, District:-North 24-Pa India, PIN - 700048 PAN No. AADPP9411D, Status :Organization	argenas, West Bengal,

Representative Details:

	200 March 188 Co. 188	TOWN THE DESIGNATION OF THE PARTY OF	,
· · · · · · · · · · · · · · · · · · ·	THE REAL PROPERTY.	Floger Prairi	Signature.
Mr NILKANTHA SAHA	120000000000000000000000000000000000000		
Son of Lale GAJENDRA NATH		P I	
SAHA		to I	96 (3)
Date of Execution -	4	192	.e⊈/ , j .
23/11/2016, , Admitted by:			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Self, Date of Admission: Nov 23		10.48582	
2016 , Place of Admission of	40.00		
xecution: Office			
		200-24,000	5_80 30
	400 23 2058 11:81AM	370	Nov 20 2010 11-51AM

181/25 CANAL STREET, P.O.: SREEBHUMI, P.S.: Lake Town, District: North 24-Parganas, West Bengal, India, PIN - 700048, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AKSPS8697K, Status: Representative, Representative of: PRIYANTI CONSTRUCTION (as PARTNER)

MANGALA SAHA

OF Shri NILKANTHA SAHA te of Execution -

3/11/2016, , Admitted by: Self, Date of Admission: Nov 23 2016, Place of Admission of

Execution: Office





Fireger Print

the gold Subject

Nov 23 3045 14:54AM

181/25 CANAL STREET, P.O.- SREEBHUMI, P.S.- Lake Town, District: North 24-Parganas, West Bengal, India, PIN - 700048, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of; India, PAN No. AKSPS6696J, Status: Representative, Representative of PRIYANTI CONSTRUCTION (as

3	Marke	
- 1	ANINDYA SAHA Son of Shri NILKANTHA SAHA	7
ĺ	23/11/2016, , Admitted by: Self, Date of Admireton No. 201	
- 12	2016 , Place of Admission of Execution: Office	0.000



bindya Sala

Mar 73 2010 11:49am

181/25 CANAL STREET, P.O.- SREEBHUMI, P.S.- Lake Town, District-North 24-Parganas, West Bengal, India, PIN - 700048, Sex: Male, By Caste: Hindu, Occupation; Business, Citizen of: India, PAN No. AKSPS8695M, Status : Representative, Representative of : PRIYANTI CONSTRUCTION (es

Identifier Details :

Name & address

Mr ANIRBAN BOSE

Son of Late SUDHIR CHANDRA BOSE

1 ADHAR CHANDRA DAS LANE, P.O.- ULTADANGA, P.S.- Ultadenga, Dietrict: North 24-Parganas, West Bengal, India, PIN - 700048, Sex: Male, By Caste: Hindu, Occupation; Others, Citizen of: India, , Identifier Of Smt INDRANI GHOSH, MISS SOMA GHOSH, Mr NILKANTHA SAHA, SMI MANGALA SAHA, ANINDYA SAHA

Phonedonal Boxen

23/11/2016

SI.No	fer of property for L1	To. with area (Name-Area)
1	SITE INDRAM GHOSH	PRIYANTI CONSTRUCTION-3.30229 Dec
2	MISS SOMA GHOSH	PRIYANTI CONSTRUCTION-3.30229 Dec
Trans	fer of property for 81	1011-3.30229 Dec
	E	T-0-14-14-14-14-14-14-14-14-14-14-14-14-14-
SI.No	CIONE	10. with area (Name-Area)
SI.No	Smi INDRANI GHOSH	To. with area (Name-Area) PRIYANTI CONSTRUCTION-12000 Sq FI

· 🕯 🎶 : 🔨 50 ficate of Mariant (Charles PLIVI rules of 2001)

tified that the market value of this property which is the subject malter of the deed has libean assessed at Re 8,13,889/-



Goutam Sinha Roy ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BIDHAN NAGAR

North 24-Parganas, West Bengal

On 23-41-2848 **--**€%%₹0.

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1982)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

Presentation(Under Saction 92 & Rule 22A(3) 48(1),W.B. Registration Rules,1962)

Presented for registration at 11:38 hrs. on 23-11-2016, at the Office of the A.D.S.R. BIDHAN NAGAR by Mr. NILKANTHA SAHA "

Admission of Execution (Under Section 55, W.B. Registration Rules, 1962)

Execution is admitted on 23/11/2016 by 1. Sml INDRANI GHOSH, Wife of Late MALAY KUMAR GHOSH, P-42, LAKE TOWN BLOCK 8, P.O. LAKE TOWN, Thans: Lake Town, , North 24-Parganes, WEST BENGAL, India, PIN - 700089. by caste Hindu, by Profession House wife, 2. Miss SOMA GHOSH, Daughter of Late MALAY KUMAR GHOSH, 42. LAKE TOWN BLOCK B, P.O: LAKE TOWN, Thena: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN -700089, by caste Hindu, by Profession House wife

Indelified by Mr ANIRBAN BOSE, , , Son of Late SUDHIR CHANDRA BOSE, 1 ADHAR CHANDRA DAS LANE, P.O. ULTADANGA, Thans: Ultadanga, , North 24-Parganes, WEST BENGAL, India, PIN - 700048, by casts Hindu, by profession Others

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

Execution is admitted on 23-11-2016 by Mr NILKANTHA SAHA. PARTNER, PRIYANTI CONSTRUCTION, 161/1 DAKSHINDARI ROAD, P.O.: SREEBHUMI, P.S.: Lake Town, District: North 24-Parganae, West Bengel, India, PiN -700048

Indefified by Mr ANIRBAN BOSE, . . Son of Late SUDFIR CHANDRA BOSE, 1 ADHAR CHANDRA DAS LANE, P.O. ULTADANGA, Thana; Ultadanga, , North 24-Pargenas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by profession Others

Execution is admitted on 23-11-2016 by Smt MANGALA SAHA, PARTNER, PRIYANTI CONSTRUCTION, 181/1 DAKSHINDARI ROAD, P.O.- SREEBHUMI, P.S.- Lake Town, District:-North 24-Parganes, West Bengal, India, Pin -700048

Indetitied by Mr ANIRBAN BOSE, . . Son of Late SUDHIR CHANDRA BOSE, 1 ADHAR CHANDRA DAS LANE, P.O. ULTADANGA, Thans: Ultadenga, . North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by profession Others.

Execution is admitted on 23-11-2016 by ANINDYA SAHA, PARTNER, PRIYANT: CONSTRUCTION, 161/1 DAKSHINDARI ROAD, P.O:- SREEBHUMI, P.S:- Lake Town, District-North 24-Parganes, West Bengel, India, PiN -

Indetified by Mr ANIRBAN BOSE, , . Son of Late SUDHIR CHANDRA BOSE, 1 ADHAR CHANDRA DAS LANE, P.O. ULTADANGA, Thena: Ultadanga, , North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,110/- (B = Rs 1,089/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,110/-

Description of Online Payment using Government Receipt Portel System (GRIPS), Finance Department, Govt. of WB Online on 21/11/2018 1:00PM with GovL Ref. No: 192016170031703091 on 21-11-2016, Amount Rs: 1,110/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 1350720 on 21-11-2016, Head of Account 0030-03-104-001-16

By payable for this document is Rs. 40,021/- and Stamp Duly peid by Stamp Rs 100/-.

Serial no 1976, Amount: Rs.100/-, Date of Purchase: 20/10/2016, Vendor name: M Dutta Derit using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB 100PM with Govt. Ref. No: 192016170031703091 on 21-11-2016, Amount Re: 40,021/-, Bank: 2005), Ref. No: 1350720 on 21-11-2016, Head of Account 0030-02-103-003-02

Day-

Goutam Sinha Roy ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BIDHAN NAGAR North 24-Parganas, West Bengal Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1**504-2018, Page** from 65947 to 66000 being No 150401852 for the year 2016.



Digitally signed by GAUTAM SINHA RAY Date: 2016.11.24 14:19:43 +05:30 Reason: Digital Signing of Deed.

Ray

(Goutam Sinha Roy) 24-11-2016 14:19:42 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BIDHAN NAGAR West Bengal,

(This document is digitally signed.)