

281

5187
2116/2017

M/s Aatroeye Nirman (P) Ltd
9/12-2A Barr St. Uda

মবন -
সন ও তারিখ -
ক্রেতার নাম -
স্বাক্ষর -

স্ট্যাম্প মূল্য -
ভেদার শ্রী -
বারাসাত কোর্ট
উত্তর 24 পরগনা

SW

টি. ডি. নং -
স্ট্যাম্প ক্রয়ের তারিখ - 01 JUN 2017
মোট স্ট্যাম্পের মূল্য - 60000/-
ট্রেজারী অফিস - বারাসাত
ভেদার শ্রী তাপস কুমার সাহ

H 848213

INDIAN WEST BENGAL



Registrar U.D. 701
North 24-Parganas
Barasat
(D.S.M.-1)

21 JUN 2017

SRI GOBINDA SARKAR (PAN- GCKPS1772M), son of Late Premananda Sarkar, by faith-Hindu, by occupation-Service, by Nationality-Indian residing at 2, Motilal Colony, Police Station-DumDum, P.O. Rajbari Colony, Kolkata – 700081, Dist. 24 Paraganas (North) hereinafter called the '**OWNER**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his respective heirs, executors, administrators, representatives and assigns) of the **FIRST PART.**

AND

M/S. AATREYEE NIRMAN (P) LTD., a private limited company, having Income Tax Permanent Account No. (PAN) "**AAHCA1189Q**", registered under the Companies Act, 1956, having its office at 9/12, Lal Bazar Street, Third Floor, Block - C, Post Office – Lal Bazar, Police Station – Hare Sfréet, Kolkata – 700 001, represented by its Director **MRS. JAYATI ROY** wife of Mr. Indrajit Roy, having Income Tax Permanent Account No. (PAN) "**ACXPR9705L**", by faith – Hindu, by Occupation – Business, residing at 50, Gorakshabasi Road, Post Office – Dum Dum, Police Station – Dum Dum, Kolkata – 700 028, Indian Citizen, hereinafter called the '**DEVELOPER**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include the partners, successors, successors in office and assigns) (Developer includes successor-in-interest and assigns) of the **SECOND PART.**

1. **Subject Matter of Agreement:**
 - 1.1 **Development:** Development and commercial exploitation of **ALL THAT** piece or parcel of land measuring an area measuring **1 chittack 15 sq feet out of** and as part of **10 Cottahs 05 Chittacks 36 Sq. ft more or less** comprised in **C.S. & R.S. Dag Nos. 2552, 2547 and 2551** under **C.S. & R.S. Khatian Nos. 503, 402** at **Mouza- Sultanpur, Police Station-Dumdum, Holding No.76, Motilal Colony**, Kolkata-700081, within the limits of **Dumdum Municipality**, Additional District- Sub Registration Office- Cossipore Dumdum and according to the Settlement Records of Rights finally published the plot is comprised at **Pargana-Kalikata, J.L. No.10, R.S. No.148, Touzi No.173** in the District of 24 Parganas (North).

For the purpose of Development the expression Owners shall jointly mean Tulsi Rani Sarkar, Rina Sarkar, Pradip Kumar Sarkar, Gobinda Sarkar, Asim Sarkar, Surajit Sarkar, Namita Roy, Sandhya Biswas, Sabita Sarkar, Bina Sarkar, Dilip Sarkar, Sona Ghosh, Santa Sarkar and Rupa Das (Sarkar) and the expression Owner shall individually mean Gobinda Sarkar.

2. Background:

- 2.1.1 The Owner herein is one the joint owners of the schedule property and are in joint occupation and possession thereof along with the other co owners in the following manner:-
- 2.2 Whereas One Sk. Maharam Ali, Sk. Kader Ali, Masamat Hakimanechha Bibi, Mosamat Jiyatonechha Bibi, Ekimonecha Bibi, were the joint owners of a piece and parcel of land lying and situated at Mouza Sultanpur, comprised with Khatian no. 220 and Dag no.2552.
- 2.3 And whereas said Sk. Maharam Ali, Sk. Kader Ali, Masamat Hakimanechha Bibi, Mosamat Jiyatonechha Bibi, Ekimonechha Bibi sold transferred and conveyed a part of land admeasuring 2 Cottahs and 11½ Chittacks unto and in favour of Kumada Sundari Sarkar by Sale Deed dated 05.12.1955 and the same was duly registered with the office of the Sub-Registrar at Cossipore Dum Dum and recorded in Book no. I, Volume no. 124, Pages no. 274 to 276, Being no. 9290 for the year 1955.
- 2.4 And whereas one Habibur Rahaman was the owner of all that piece and parcel of land.
And whereas said Habibur Rahaman sold transferred and conveyed a part of land admeasuring 3 Cottahs and 8 Chittacks comprised with Dag no. 2547, unto and in favour of Kumada Sundari Sarkar by a Sale Deed dated 25.03.1955 and the same was duly registered with the office of the District Registrar at Alipore and recorded in Book no. I, Volume no. 44, Pages no. 213 to 215, being no. 3096 for the year 1955.
- 2.5 And whereas said Sk. Maharam Ali, Sk. Kader Ali, Masamat Hakimanechha Bibi, Mosamat Jiyatonechha Bibi, Ekimonechha Bibi sold, transferred and conveyed a part of land admeasuring 1 Cottah and 12 Chittacks comprised with Dag no. 2552, unto and in favour of Kumada Sundari Dasi by a Sale Deed dated 21.02.1958 and the same was duly registered with the office of the Sub-

- Registrar at Cossipore Dum Dum and recorded in Book no. I, Volume no. 22, Pages 298 to 300, Being no. 1978 for the year 1958.
- 2.6 And whereas said Maharam Ali died as bachelor leaving behind Sk. Kader Ali, Jiyatonechha Bibi, as his legal heirs and successor and thus Sk. Kader Ali, Jiyatonechha Bibi, became the joint owner of respective share of land legal by Maharam Ali by way of inheritance.
- 2.7 And whereas said Sk. Kader Ali, Jiyatonechha Bibi sold transferred and conveyed a part of land admeasuring 3 Satak comprised with Dag no. 2551, unto and in favour of Premananda Sarkar by a Sale Deed dated 07.10.1982 and the same was duly registered with the office of the Sub-Registrar at Cossipore Dum Dum and recorded in Book no. I, Volume no. 366, Pages no. 185 to 192, being no. 9525 for the year 1982.
- 2.8 And whereas said Sk. Kader Ali, Jiyatonechha Bibi sold transferred and conveyed a part of land admeasuring 3 Satak comprised with Dag No 2551, unto and in favour of Tulsi Rani Sarkar by a Sale Deed dated 07.10.1982 and the same was duly registered with the office of the Sub-Registrar at Cossipore Dum Dum and recorded in Book no. I, Volume no. 366, Pages no. 185 to 192, Being no. 9526 for the year 1982.
- 2.9 And whereas said Kumuda Sundari Dasi died intestate on 08.07.1993 leaving behind her three Sons namely Manoranjan Sarkar, Premananda Sarkar and Upen Chandra Sarkar as her legal heirs and successors.
- 2.10 And Whereas it is necessary to note that Tarini Charan sarkar, the husband of Kumuda Sundari Dasi already died before the death of Kumuda Sundari Dassi.
- 2.11 And whereas said Manoranjan Sarkar died intestate leaving behind him his wife Tulsi Rani Sarkar and only daughter namely Rina Sarkar as his legal heirs and successors.
- 2.12 And whereas said Premananda Sarkar died on 11.09.1990 intestate leaving behind his son and daughter namely Pradip Kumar Sarkar, Gobinda Sarkar, Asim Sarkar, Surajit Sarkar, Namita Roy, Sandhya Biswas, Sabita Sarkar, as his legal heirs and successor and thus Pradip Sarkar, Gobinda Sarkar, Asim Sarkar,

Surajit Sarkar, Namita Roy, Sandhya Biswas, Sabita Sarkar, became the joint owner of said land by way of inheritance.

- 2.13 And whereas said Upen Chandra Sarkar died intestate on 22.12.1981 leaving behind him his wife Bina Sarkar ,Son Dilip Sarkar and three daughters namely Sona Ghosh, Santa Sarkar and Rupa Das Sarkar as his legal heirs and successors
- 2.14 And whereas said Tulsi Rani Sarkar, Rina Sarkar , Pradip Kumar Sarkar, Gobinda Sarkar, Asim Sarkar, Surajit Sarkar, Namita Roy, Sandhya Biswas, Sabita Sarkar, Bina Sarkar, Dilip Sarkar , Sona Ghosh , Santa Sarkar and Rupa Das (Sarkar) became the joint owners of said land by way of inheritance and purchase .
- 2.15 And whereas said Tulsi Rani Sarkar, Rina Sarkar , Pradip Kumar Sarkar, Asim Sarkar, Surajit Sarkar, Namita Roy, Sandhya Biswas, Sabita Sarkar, Bina Sarkar, Dilip Sarkar , Sona Ghosh , Santa Sarkar and Rupa Das (Sarkar) have already executed and registered a development agreement amongst themselves on.05/06/2017
- 2.16 And whereas the Owner herein is executing and registering the instant development agreement in respect of his share being **1 chittack 15 sq feet mor eor less** in the schedule land and the Development to be undertaken under this agreement shall be along with the other Development with Tulsi Rani Sarkar, Rina Sarkar , Pradip Kumar Sarkar, Asim Sarkar, Surajit Sarkar, Namita Roy, Sandhya Biswas, Sabita Sarkar, Bina Sarkar, Dilip Sarkar , Sona Ghosh , Santa Sarkar and Rupa Das (Sarkar)
- 2.1.2 Mutation: The Owners have mutated and/or mutate their names in the Assessment Book of the Dum Dum Municipality as joint owners of the said property.
- 2.1.3 As the joint and absolute owner of the said premises and are entitled to cause development and construction thereupon. No person other than the

owners has any right title and/or interest, of any nature whatsoever, in the Premises and/or any part thereof.

- 2.1.4 No Requisition, and Attachments and/or Other Encumbrances: The Premises or any part thereof is at present not affected by any requisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owners and neither the Premises nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of law or due to Income Tax, Revenue or any other Public Demand.
- 2.1.5. No Litigation: There are no suits and/or proceedings and /or litigations pending in respect of the Premises or any part thereof.
- 2.1.6 Absolute Possession: The entirety of the premises is in peaceful possession of the Owners.
- 2.2 Decision to Develop: The owners became desirous of developing the premises by further construction but realized that it will not be possible for them to do so and hence decided to do such development through a Developer.
- 2.3 Background of Developer: The Developer has infrastructure and expertise in this field.
- 2.4 Offer of Development: The Owners, coming to know of the background of the Developer, approached the Developer and made the above representations and requested the Developer to take up the development of the Premises.
- 2.5 Negotiations : Discussions and negotiations have taken place between the parties and terms and conditions have been agreed upon by all the owners and consequent to such agreement the owners herein are entering into this Development Agreement.

3. **Appointment and Commencement:**

- 3.1 Appointment and Acceptance: The Owners hereby appoint the Developer as the developer of the premises and the Developer accepts such appointment. By virtue of such appointment, the Owners hereby grant, subject to what has

been hereunder provided, exclusive right to the Developer to build upon and exploit commercially the Premises by:

- (a) Constructing as per the approval of Dum Dum Municipality.
- (b) Dealing with the above after setting aside the owners' allocation in terms of this agreement.

3.2 Commencement and Tenures: Consequent to such appointment and acceptance of appointment, this Agreement commences and shall be deemed to have commenced on and with effect from the date of execution, as mentioned above and this Agreement shall remain valid and in force till the development of the Premises is completed and all obligations of the parties towards each other stands fulfilled and performed, unless terminated prior thereto for breach of covenant by any of the parties.

4. **OWNERS' ALLOCATIONS:**

4.1 **Owners' Allocation::** Owner's allocation has been agreed to **45 %** of the total constructed area/space together with undivided proportionate share in the land attributable thereto and together with the right over common areas and portions

5. **DEVELOPER'S ALLOCATIONS:**

5.1 **Developers' Allocation::** Developer's allocation has been agreed to **55 %** of the total constructed area/space together with undivided proportionate share in the land attributable thereto and together with the right over common areas and portions as per new construction.

6.2 **ALTERNATIVE ALLOCATION:**

6.4 The Developer will provide the rent for alternative accommodations for the Owner till delivery of his allocation @ Rs.5,000/-, per Month.

7. **POWERS AND AUTHORITIES:**

7.1 **General Power of Attorney** : The owners shall grant to the Developer and/or its nominees a Registered General Power of Attorney for signing authority for the purpose of obtaining sanction of the plans and all necessary permission from different authorities in connection with new construction and

also for booking, sale, receiving payments on behalf and conveying the constructed space pertaining to the developers Allocation as per this agreement.

- 7.2 Further Acts : Notwithstanding grant of the aforesaid General Power of Attorney, the Owners hereby undertake that they will execute, as and when necessary, all papers documents, plans etc. for the purpose of development of the Premises . The Owner's hereby declare and agrees that the allocation of their area will be decided by developer and it will be whole discretion of the developers choice.

8. **SANCTION AND CONSTRUCTION:**

- 8.1 Plan: The Developer shall draw Building Plan/Plans with architectural design / plans through Schematic Design by its Architects and the building has been jointly named as **"RUPADARSHINI"**.
- 8.2 Sanction: The Developer shall, at its own costs appoint an Architect and through the Architect, the Developer shall have prepared submitted and sanctioned by the Dum Dum Municipality the plans of the Buildings.
- 8.3 New Construction: The Developer shall, at its own costs construct, erect and complete the construction as may be recommended by the Architect from time to time. All costs charges and expenses for the erection, construction and completion of the G+5 storied building including Architect Fees shall be discharged, paid, and borne by the Developer and the Owners shall have no responsibility in this context. Furtherance upon any extension of the building the owner's allocation will be restricted within G+5 .
- 8.4 Temporary Connection: The Developer shall be authorized to apply for and obtain temporary connection of water, electric and drainage sewerage.
- 8.5 Modification : Any amendment or modification to the Plans may be made or caused to be made by the Developer at his own costs and expenses.
- 8.6 No obstruction: The Owners shall not do any act deed or thing whereby the Developer is obstructed or prevented from construction and completion of the new constructions.

9. **Dealings with Units in the new constructions:**

- 9.1 The Developer shall be exclusively entitled to the Developer's Allocation in terms of this agreement with exclusive right to sell, transfer and convey or otherwise with the same without any right, claim or interest therein whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation in terms of this agreement.
- 9.2 The Owners have given right to the Developers to sell, transfer, convey and mortgage the constructed saleable area/space in terms of this agreement in the new constructions pertaining to the developers Allocation as well as the proportionate share in the land, in favour of any transferee through Registered Power of Attorney.
- 9.3 The allocation shall be in terms of this Agreement morefully emphasises in clause 4,5 and 6.
- 9.4 Transfer of Developer's Allocation: In consideration of the Developer constructing the new G+V storied building/buildings on the demised premises the Owners shall execute deeds of conveyances of the undivided share in the land in favour of the Transferees, in such part or parts as shall or may be required by the Developer. The Owners have also given right to the Developers to sell, transfer and convey constructed saleable area/space pertaining to the developers Allocation in terms of this agreement in favour of the transferees by a separate Registered Power of Attorney signed simultaneously with this Agreement.
- 9.5 Cost of Transfer: The cost of such conveyances including stamp duty and registration expenses and all other legal expenses shall be borne and paid by the Transferees.

10. **Possession and Post Completion Maintenance:**

- 10.1 Possession Date and Rate : After completion of the new building on and from such a date taking vacant physical possession or deemed possession in respect of payment of Municipal rates and taxes and maintenance charges the transferees shall be exclusively responsible for payment of all Municipal rates and taxes and other public outgoings and impositions whatsoever (collectively Rates) payable in respect of the new units provided however

when such rates are assessed and made applicable to the whole of the premises/new building, the same shall be apportioned on pro-rata basis with reference to the total area of the New Building.

10.2 Maintenance : The Developer shall frame a scheme for the management and administration of the New Building. The Owners/Transferees hereby agree to abide by all the rules and regulations to be framed by representative's body of the Transferees (Association), which shall be in charge of such management of the affairs of the New Building.

11. **Owners' Obligation**

11.1 No obstruction in dealing with Developer's Allocation : The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from selling, transferring, conveying and/or disposing of any part or portion of the constructed saleable area/space pertaining to the developers Allocation as well as the proportionate share in the land.

11.2 No obstruction in Construction: the Owners hereby covenant not to cause any interference or hindrance in the construction.

11.3 No dealing with the Premises : the Owners hereby covenant not to let out, grant lease, mortgage and/or charge the Premises or any portions thereof without the consent in writing of the Developer.

11.4 Making out Marketable Title : The Owners hereby covenant to make out a marketable title to the Premises to the satisfaction for the Developer, by answering requisitions and supplying papers as and when called upon by the Developer to do so.

12. **Owners' Indemnity:**

12.1 Title: The owners shall always be responsible for giving goods and marketable title to the Developer and the Transferees in this regard.

12.2 Developer's Allocation: The Owners do hereby undertake that the Developer shall always be entitled to the Developer's Allocation in terms of this agreement and shall enjoy the same without any interference or disturbances by the owners and to this effect the Owners hereby indemnify and agree to keep indemnified the Developer.

12.3 It is settled that the landowner has given permission for amalgamating the plot with other neighbour plots and also registered Power of Attorney in favour of the developers. The Owner has authorized the Developer to integrate any surrounding/ adjacent land owned by the adjacent landowners or in respect of such lands wherein the Developer shall acquire interest or shall be in a position any other entity or person which may be amalgamated with the schedule land and the said amalgamated plot shall be developed by the Developer herein without any objection from the Owner herein and notwithstanding the amalgamation of the surrounding plot/s with the Schedule premises hereunder the Entitlement of the owner herein shall not exceed the Allocation as defined herein and for the purpose the adjacent land and the schedule land shall be part of the same project and/or shall be treated to be various phases of the same project as may be decided by the Developer. Upon amalgamation all common facilities and amenities in the amalgamated premises shall be common together with all right of common passages, ingress and egress and easement rights shall also be common.

12.4 Upon execution and registration of this Agreement in the event the Landowners require any excess area in addition to their space allocation, the Developer shall consider the same and for the said purpose the Landowners shall be required to pay consideration at the per square feet selling rate of the then market value of constructed space in the Project.

13. **Developer's Obligation and Indemnity:**

13.1 Third Party Claims : The Developer hereby undertakes to keep the Owners indemnified against all third party claims or claims from any authority and actions, suits, costs and proceedings arising out of any act of omission or commission on the part of the Developer in relation to the construction and/or for any effect therein or development of the premises.

13.1.1 No obstruction in dealing with Owners' Allocation : The Developer covenants not to do any act, deed or thing whereby the Owners may be prevented from selling, transferring, conveying and/or disposing of any part or portion of the constructed saleable area/space pertaining to the Owners' Allocation as well as the proportionate share in the land.

13.1.2 No dealing with the Premises : the Developer hereby covenants not to let out, grant lease, mortgage and/or charge the Premises or any portions thereof without the consent in writing of the Owners, however, nothing contained herein shall prevent the Developer from creating a mortgage of owner's allocation any time after commencement of construction.

13.1.3 The Developer shall remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in constructions which may not be in accordance with the plan (Unless done at the instructions of the Owners) and has agreed to keep the Owners saved harmless and fully indemnify from and against all costs charges claims actions suits and proceedings.

13.1.4 The Developer shall remain responsible for any accident and/or mishap taking place while undertaking demolition and/or clearance of the site and also while constructing erecting and completing the said Building and/or said Building and/or buildings in accordance with the said plan and has agreed to keep the Owners herein save harmless and fully indemnified from and against all the costs, charges, claims, actions, suits and proceeding/s thereon

13.2 **Specification of the New Building.**

1. **STRUCTURE:** Building designed with R.C.C. Frame structure which rest on individual column, tie beam , roof & beam, lintel, one loft per flat will be provided, design approved by the competent authority.
2. **EXTERNAL WALL:** 8" thick brick wall and weather coat paint with water proof compound.
3. **INTERNAL WALL:** 5" thick brick wall and plastered with cement moter POP finish with one coat primer.
4. **FLOORING:** Flooring is vitrified tiles (all bed rooms, drawings, dining space, and verandah).
5. **BATHROOM:** Bath room fitted up to 6' ft height with white glazed tiles of standard brand and antiskid floor tiles.
6. **KITCHEN:** Cooking platform, Stainless Steel sink, Glazed tiles upto a height of 3' above the cooking platform .

7. **TOILET:** Concealed pipeline with hot and cold water line. Glazed tiles up to a door height. CP bath fittings, sanitary fittings , PVC cisterns of reputed make with ISI mark, Antiskid floor tiles.
 8. **DOORS :** All doors are good quality wooden frame and flush door. Main entrance door decorative laminated door .
 9. **WINDOWS :** Aluminium sliding Window with glass panels.
 10. **WATER SUPPLY :** Water supply round the clock is assured for which necessary deep tube well will be installed.
 11. **PLUMBING :** Toilet concealed wiring with two bib cok, one shower in toilets all fittings are standard quality
 12. **LIFT FACILITY :** five passenger lift of reputed brand or equivalent.
 13. **ELECTRICAL :** Full concealed wiring with modular switches conduit. Adequate light and power points.
 14. **EXTRA WORK :** Any work other than specified above would be regarded as extra work for which separate payment is required to be paid.
- 13.3 Time Frame of Building Completion: The Developers shall obtain necessary sanction from Dum Dum Municipality and complete the new construction and render the same fit for habitation and occupation within a period of 60 month from the date of Agreement .
- 13.4 If in future any extra sanctioned area/floor is available, the developers shall be entitled to raise further construction and be entitled to the entirety of such additional constructed area including the revenue arising there from however the owners allocation under this agreement shall be handed over to the owners. The Unit Purchasers shall be entitled to the ultimate roof of the building and the Developer herein have retained the roof right and for the purpose of development on the roof if permitted by law. The deeds of transfer to the Unit purchasers shall contain suitable clauses enabling the Developer to raise further constructions and the roof right shall be retained for the purpose on such terms and conditions as stated herein before.
- 13.5 The Project area and/or the total land owned by the Owners comprises of a demarcated portion measuring 3 Cottahs more or less comprising of Dag no. 2551 and Khatian no.402, consisting of a water body which area shall be

retained as a water body and used for the purpose of beautification and landscaping of the project and the same shall form part of the common area of the Project , however, the Builder shall be free to utilise the said area for achieving the optimum F.A.R in terms of the sanction area for the Project.

14. **Miscellaneous:**

- 14.1 No Partnership: The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the parties constitute an association of persons.
- 14.2 During the continuance of this indenture the Owners shall not create any third party interest in the subject premises.
- 14.3 Additional Authority: It is understood that from time to time to facilitate the uninterrupted construction by the Developer, various deeds matters and thing not herein specified may be required to be done by the Developer and for which the Developer may need authority of the owners Further, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer PROVIDED THAT all such acts, deeds, matters and things do not in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement.
- 14.4 Further Acts: The Parties do all further acts deeds and thing as may be necessary to give complete and meaningful effect to this Agreement.
- 14.5 Taxation: The Owners shall not be liable for any Income Tax, Wealth Tax, Service Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax, Service Tax or any other taxes in respect of the

Owners' Allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

14.6 Ground Rent and Wealth Tax : As and from the date of completion of the construction of New Building and the Transferees having taken over possession of their respective units and/or the Owners herein having handed over possession of their allocation the Transferees and/or the Owners herein shall each be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes payable in respect of their respective Units.

15. **Default:**

15.1 In the event the Developer fails and/or neglects to perform any of its obligations under this Agreement, then the Owners' shall be entitled to refer the matter to arbitration under the Provisions of the Arbitration & Conciliation Act, 1996.

16. **Force Majeure :**

16.1 Meaning of : Force Majeure shall mean flood, earthquake, riot, war, cyclone tempest, civil commotion, strike and/or their event beyond the control of the Parties (Force Majeure).

16.2 No Liability : The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of such obligation is prevented by the existence of force Majeure and the performance of such obligation shall be suspended during of force Majeure.

17. **IDENTIFICATION OF THE RESPECTIVE ALLOCATIONS.**

17.1 **Owners' Allocation** : shall mean 45% of total constructed area . After completion of the building if it is found that the area becomes more the owner will pay the extra consideration for the said area on the contrary the area becomes less the developer will pay for the said extra area together with undivided proportionate share in the land attributable thereto and together with the right over common areas and portions.

- 17.2 The super built-up area in respect of all the Units in the Building Complex shall be uniform and be such as be determined by the Architect for the Building Complex.
- 17.3 The proportionate share in the land comprised in the said properties and in the Common Areas and Installations attributable to any Unit shall be the proportion in which the super built-up area of such Unit bears to the total super built-up area of all the Units in the New Building.
18. **Reservation of Rights:**
- 18.1 Forbearance: No forbearance, indulgence or relaxation by any Party at any time to require performance of any of the provisions of this Agreements shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- 18.2 No Waiver: Any waiver or acquiescence by any Party of any breach of any of the provision of this Agreement shall not be construed as a waiver or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.
19. **Waiver:**
- 19.1 Right to Waiver: Any term or condition this Agreement may be waived at any time by the Party who is entitled to the benefit thereof, Such waiver must be in writing and must be executed by such Party.
- 19.2 No Continuing Waiver: A waiver on occasion will not be deemed to be of the same or any breach or non-fulfilment on a future occasion . No omission or delay on the part of either Party to require one and, punctual performance of obligation by the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other party and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other (similar r otherwise) obligation hereunder or as a waiver of any right or remedy that such Party may otherwise have in law or in equity.
20. **Governing Laws:**

20.1 Between the Parties: This Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.

20.2 By Parties: The Parties shall abide by the laws of India and all applicable local laws with respect to the subject matter of this Agreement, to ensure that there is no contravention. If there is any contravention, either Party may, by written notice, call upon the other to ensure compliance with requirements as per applicable laws. Any penalties levied by the Government, State or Central, Municipal Body etc. as a result of non-compliance by either Party, will be borne by the defaulting Party.

21. **Notice:**

21.1 Mode of Service : Any notice, consent, approval, demand, waiver or communication required or permitted hereafter shall be in writing and shall be deemed given/effective or delivered to the person personally, at the time of delivery or if sent by registered mail at the address as mentioned above.

22. **Arbitration:**

All disputes and differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/ or the said properties or determination of any liability shall be referred to the arbitration under the Arbitration and Conciliation Act 1996 or Arbitration and Conciliation (Amendment) Act, 2015 or any other statutory modification or enactment for the time being in force and the award of the Arbitrator. In connection with the said arbitration, the parties have agreed and declared as follows:-

- (a) The arbitration shall be held at Kolkata in English language.
- (b) The Arbitral Tribunal shall have summary powers and will be entitled to lay down their own procedure.
- (c) The Arbitral Tribunal will be at liberty to give interim orders and/or directions.
- (d) The Arbitral Tribunal shall be entitled to rely on oral submissions made by the parties and to pass awards and/or directions based on such oral submissions.

(e) The Arbitral Tribunal will be at liberty to award compensation and the parties have agreed not to challenge the authority of the Arbitrators in awarding such compensation.

23. **Jurisdiction:**

23.1 All disputes will be subject to the competent Civil Courts having jurisdiction.

24. **Rules of Interpretation:**

24.1 Headings: Headings have been inserted at various places merely for convenience of reference and are not intended to impact the interpretation or meaning of any clause.

24.2 Presumptions Rebutted : It is agreed that all presumptions, which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions will adverse to the right title and interest of the Parties in the premises.

FIRST SCHEDULE ABOVE REFERRED TO:

(PREMISES)

ALL THAT piece or parcel of land measuring an area **1 chittack 15 sq feet** out of **10 Cottahs 05 Chittacks 36 Sq. ft.** More less comprised in **C.S. & R.S. Dag Nos. 2552, 2547 and 2551** under **C.S. & R.S. Khatian Nos. 503, 402** at **Mouza- Sultanpur, Police Station- Dumdum, Holding No.76, Motilal Colony**, Kolkata-700081, within the limits of **Dumdum Municipality**, Additional District-Sub Registration Office- Cossipore Dumdum and according to the Settlement Records of Rights finally published the plot is comprised at **Pargana-Kalikata, J.L. No.10, R.S. No.148, Touzi No.173 in the District of 24 Parganas (North)** and is butted and bounded in the manner as follows :

ON THE NORTH : **By House of Chandan Burman and Anju Burman;**

ON THE SOUTH : **By Block B of Rupadarshini and Plot of Ram Lal Kirtonia;**

ON THE EAST : **By Road 4";**

ON THE WEST : **By House of subha Sen Gupta**

SECOND SCHEDULE ABOVE REFERRED TO:

Owners' Allocation : shall mean 45% of total constructed area . After completion of the building if it is found that the area becomes more the owner will pay the extra consideration for the said area on the contrary the area becomes less the developer will pay for the said extra area together with undivided proportionate share in the land attributable thereto and together with the right over common areas and portions.

THIRD SCHEDULE ABOVE REFERRED TO:
(COMMON PORTIONS)

1. Areas : (a) Entrance and exits to the premises and the new constructions , (b) Boundary walls and main gates of the premises, (c) Staircase, and lobbies on all floors of the new constructions (d) Entranced lobby (3) Lift.
2. Water, Plumbing and Drainage: (a) Drainage and sewage lines and other installations for the same (b) Water supply system (c) Water pump, underground and overhead water reservoir together with all plumbing installations for carriage of water.
3. Electrical Installations : (a) Electrical wiring and other fittings (b) Lighting of the common portions (c) Electrical installations relating to receiving o electricity from suppliers and meters for recording the supply.
4. Others : (a) Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the new constructions as are necessary for passage to and/or user of units in common by the occupants (b) Ultimate roof of the New building.

IN WITNESSES WHEREOF the Parties have executed this Agreement on the date mentioned above.

SIGNED, SEALED AND DELIVERED
In the presence of :

Gobindosarkar

1. Bhaskar Debnath
1/1, Gopalganga Road
Flat-28, Bussans
2. Swapen Sarkar
C/O - Lakshman Sarkar
Barpeta,
P.O. Chhatarati
Nayagar, Medinipur

SIGNED, SEALED AND DELIVERED
In the presence of :

For Aastreyee Nirman Pvt. Ltd.

1. Bhaskar Debnath

Jam
Director
(JAYATI ROY)

2. Swapen Sarkar

Dated by me

Kamini Singh
Adv.

High Court Calcutta
WB-1414/2003

UNDER RULE 44A OF THE I.R. ACT 1908

(1) Name Bobindosaykor

Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator (✓)



L.H.	LITTLE	RING	MIDDLE	FORE	THUMB
	THUMB	FORE	MIDDLE	RING	LITTLE
R.H.	THUMB	FORE	MIDDLE	RING	LITTLE
	LITTLE	RING	MIDDLE	FORE	THUMB

All the above fingerprints are of the abovenamed person and attested by the said person

Signature of the Presentant / Executant / Claimant / Attorney / Principal / Guardian / Testator. (✓)

(2) Name JANA (JAYATI ROY)

Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator (✓)



L.H.	LITTLE	RING	MIDDLE	FORE	THUMB
	THUMB	FORE	MIDDLE	RING	LITTLE
R.H.	THUMB	FORE	MIDDLE	RING	LITTLE
	LITTLE	RING	MIDDLE	FORE	THUMB

All the above fingerprints are of the abovenamed person and attested by the said person

Signature of the Presentant / Executant / Claimant / Attorney / Principal / Guardian / Testator. (✓)

(3) Name

Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator (✓)



L.H.	LITTLE	RING	MIDDLE	FORE	THUMB
	THUMB	FORE	MIDDLE	RING	LITTLE
R.H.	THUMB	FORE	MIDDLE	RING	LITTLE
	LITTLE	RING	MIDDLE	FORE	THUMB

All the above fingerprints are of the abovenamed person and attested by the said person

Signature of the Presentant / Executant / Claimant / Attorney / Principal / Guardian / Testator. (✓)

N.B. : L.H = Left hand finger prints & R.H. = Right hand finger prints.

Major Information of the Deed

Deed No :	I-1501-04234/2017	Date of Registration	21/06/2017
Query No / Year	1501-0000880512/2017	Office where deed is registered	
Query Date	21/06/2017 1:05:31 PM	D.S.R. - I NORTH 24-PARGANAS, District: North 24-Parganas	
Applicant Name, Address & Other Details	AATREYEE NIRMAN PRIVATE LIMITED 9/12, LAL BAZAR STREET, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8017398761, Status : Buyer/Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
	Rs. 1,48,750/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,020/- (Article:48(g))	Rs. 25/- (Article:E, E, M(b))		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip. (Urban area)		

Land Details :

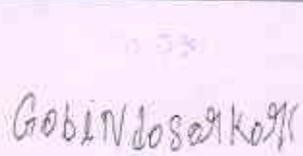
District: North 24-Parganas, P.S:- Dum Dum, Municipality: DUM DUM, Road: Motilal Colony, Mouza: Sultanpur, Holding No:76

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-2547	RS-402	Bastu	Shali	1 Chatak 15 Sq Ft		1,25,000/-	Property is on Road
Grand Total :					.1375Dec	0/-	1,25,000 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	25 Sq Ft.	0/-	23,750/-	Structure Type: Structure
Gr. Floor, Area of floor : 25 Sq Ft., Residential Use, Tiles Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		25 sq ft	0/-	23,750 /-	

Land Lord Details :

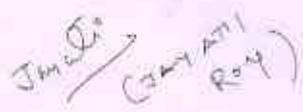
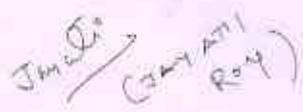
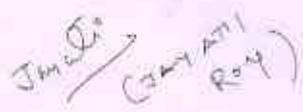
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Fringerprint	Signature
	Mr GOBINDA SARKAR (Presentant) Son of Late PREMANANDA SARKAR Executed by: Self, Date of Execution: 21/06/2017 , Admitted by: Self, Date of Admission: 21/06/2017 ,Place : Office			
		21/06/2017	LTI 21/06/2017	21/06/2017

2, MOTILAL COLONY, P.O:- RAJBARI COLONY, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700081 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: GCKPS1772M, Status :Individual, Executed by: Self, Date of Execution: 21/06/2017 , Admitted by: Self, Date of Admission: 21/06/2017 ,Place : Office

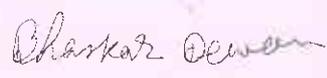
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	AATREYEE NIRMAN PRIVATE LIMITED 9/12, LAL BAZAR STREET, P.O:- Lal Bazar, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001 , PAN No.:: AAHCA1189Q, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature															
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mrs JAYATI ROY Wife of Mr INDRAJIT ROY Date of Execution - 21/06/2017, , Admitted by: Self, Date of Admission: 21/06/2017, Place of Admission of Execution: Office </td> <td></td> <td></td> <td></td> </tr> <tr> <td>Jun 21 2017 4:52PM</td> <td>LTI 21/06/2017</td> <td>21/06/2017</td> <td></td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mrs JAYATI ROY Wife of Mr INDRAJIT ROY Date of Execution - 21/06/2017, , Admitted by: Self, Date of Admission: 21/06/2017, Place of Admission of Execution: Office				Jun 21 2017 4:52PM	LTI 21/06/2017	21/06/2017		50, GORAKSHABASHI ROAD, P.O:- DUM DUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACXPR9705L Status : Representative, Representative of : AATREYEE NIRMAN PRIVATE LIMITED (as DIRECTOR)		
Name	Photo	Finger Print	Signature													
Mrs JAYATI ROY Wife of Mr INDRAJIT ROY Date of Execution - 21/06/2017, , Admitted by: Self, Date of Admission: 21/06/2017, Place of Admission of Execution: Office																
Jun 21 2017 4:52PM	LTI 21/06/2017	21/06/2017														

Identifier Details :

Name & address	
Mr BHASKER DEWAN Son of Late SOBODH CHANDRA DEWAN 4, ITALGACHA ROAD, P.O:- DUM DUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028. Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Identifier Of Mrs JAYATI ROY, Mr GOBINDA SARKAR	21/06/2017
	

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mr GOBINDA SARKAR	AATREYEE NIRMAN PRIVATE LIMITED-0.1375 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	Mr GOBINDA SARKAR	AATREYEE NIRMAN PRIVATE LIMITED-25.00000000 Sq Ft

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1501-2017, Page from 82789 to 82821

being No 150104234 for the year 2017.



Digitally signed by SUPRIYA
CHATTOPADHAY
Date: 2017.07.06 18:18:57 +05:30
Reason: Digital Signing of Deed.

(Supriya Chattopadhyay) 7/6/2017 6:18:56 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I NORTH 24-PARGANAS.
West Bengal.

(This document is digitally signed.)