

07657/014

7912/2014



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



N.N. 6000001 S 912015

Emitted that the Document is authorized to be executed and signed by the person named in the document for the purpose of the document.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made at Kolkata on this 24th day of Dec, Two Thousand and fourteen BETWEEN

21898/14
 2-50
 24/12/14
 Kolkata

2162/14

200
12

1/6

Handwritten text in Bengali script, including dates and names, located in the bottom right corner of the document.

4021

A. K. Chowdhary & Co.
Advocates

NAME..... 10, Old Post Office Street
ADD..... Room No. 21, 4th Floor, Kol-1
Rs.....
19 JUN 2014
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kni-1

End
(Serial No. 07)
On 24/06/2014
Presentation (Under Sec.
Presented for
Adm)

To C JAYANT (2)



e- 4608

For Aatreyee Nirman Pvt. Ltd.

To (JAYANT) Director

JAYANT ROY



e- 4609

Chhetan Kumar Podder



Samar Kumar Podder
(SAMAR KUMAR PODDER)
S/O LATE U. CH. PODDER
5/18/1, NEOGI PARA ROAD,
R S - BARANAGAR
KOL-36
Business.

24 JUN 2014



Government Of West Bengal
Office Of the A.R.A. - II KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 07912 of 2014
(Serial No. 07657 of 2014 and Query No. 1902L000018988 of 2014)

On 24/06/2014

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

Presented for registration at 14.50 hrs on :24/06/2014, at the Private residence by Smt Jayati Roy
Claimant.

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

Execution is admitted on 24/06/2014 by

1. Chhotan Kumar Podder, son of Samar Kumar Podder , 5/18/1, Neogi Para Road, Kol, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700036, By Caste Hindu, By Profession : Business
2. Smt Jayati Roy
Managing Director, M/s. Aatreyee Nirman (P) Ltd, 3rd Floor, Block- C, 9/12, Lal bazar Street, Kol, District:-Kolkata, WEST BENGAL, India, Pin :-700001,
By Profession : Business
Identified By Samar Kumar Podder, son of Late U. Ch. Podder, 5/18/1, Neogi Para Road, Kol, Thana:-Baranagar, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700036, By Caste: Hindu, By Profession: Business.

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

On 25/06/2014

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-60,00,000/-

Certified that the required stamp duty of this document is Rs.- 7071 /- and the Stamp duty paid as: Impressive Rs.- 100/-

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

On 26/06/2014

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48(d), 5, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount by Draft

Rs. 2312/- is paid , by the draft number 193669, Draft Date 26/06/2014, Bank Name State Bank of India, Specialised Insti Bank Kolkata, received on 26/06/2014



(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II
EndorsementPage 1 of 2



Government Of West Bengal
Office Of the A.R.A. - II KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 07912 of 2014
(Serial No. 07657 of 2014 and Query No. 1902L000018988 of 2014)

(Under Article: B = 2200/- , E = 28/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on 26/06/2014)

Deficit stamp duty

Deficit stamp duty Rs. 7000/- is paid , by the draft number 193670, Draft Date 26/06/2014, Bank : State Bank of India, Specialised Insti B K G Kolkata, received on 26/06/2014

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II



(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II
Endorsement Page 2 of 2

CHHOTAN KUMAR PODDER son of Samar kumar Podder by faith Hindu, by occupation -Business, by Nationality – Indian, residing at 5/18/1, Neogi Para Road, Kolkata-700036 ,PAN NO.ASFPP2349N, hereinafter referred to and called as the **LANDOWNER** (which term or expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, legal representatives, administrator and assigns) of the **ONE PART**.

AND

M/S AATREYEE NIRMAN (P) LTD, a private limited company ,registered under the companies Act 1956 ,having its office at 9/12,Lal Bazar Street,Third floor Block –C,Kolkata-700001 represented by its Managing Directors (1)**SMT.JAYATI ROY** wife of Indrajit roy,by faith- Hindu, by occupation Business, by nationality-Indian, residing at 50 Gorakshabasi road, Kolkata-700028 hereinafter called and referred to as the **DEVELOPER/ PROMOTER** (which term or expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, legal representatives, administrator and assigns) of the **OTHER PART**.

WHEREAS one Saiyad Ali and Thakamani Dasi were the joint owner of all that piece and parcel of land 5 Acre, 47 Decimal lying and situated at Mouza-Doharia, comprised with Khatian no.483,Dag no.1007, 1008 and 1009, A.D.S.R.O and Police station Barasat, District North 24 paraganas.

AND WHEREAS the said Saiyad Ali and Thakamani Dasi sold ,transferred and conveyed a portion of land admeasuring 3 Acre, 71 Decimal by registered Deed of sale dated 26.04.1935 unto and infavour of Sachindra Nath Sen and thus Sachindra Nath Sen became the absolute owner of said land .

AND WHEREAS the said Sachindra Nath Sen sold, transferred and conveyed a part of land measuring 1 Acre , 44½ Decimal comprised with Dag no. 1008 and 1009 unto and infavour of Narendra Nath Sen and Nishi kanta Sen by Deed of sale dated 14.08.1957 duly registered with the office of the Sub-Registrar, Alipore, and recorded in Book No. I, Volume No. 65, Pages 139 to 142, being Deed No. 3672 for the year 1957. And thus Narendra Nath Sen and Nishi kanta Sen became the owner of said plot of land.

AND WHEREAS by an Amicable Partition said Nishi Kanta sen got 10 cottahs under Dag no.1009.

AND WHEREAS while in possession, the said Nishi kanta sen executed a registered Deed of Family Settlement dated 29.01.1992 unto and infavour of Smt Anima Sen (niece in- low) duly registered with the office of District Registerar at Barasat and recorded in Book No. I, Volume No. 10, Pages 20 to 26, being Deed No. 656 for the year 1992.

AND WHEREAS Nishi kanta sen died on 11.08.1996 and in terms of the said Deed of family settlement for the purpose of possession ,right, title and interest regarding said land admeasuring an area of 10 cottahs together with structure standing thereon, filed a title suit no.TS.-451 of 2000 in the Court of Ld.1st Civil Judge (Junior Division) at Barasat.

AND WHEREAS said suit has been decided ex-parte infavour of said Anima sen by order no.30 on 27.07.2005 and thus said Anima Sen became the absolute owner of said property and funds.

AND WHEREAS Said Anima sen mutated her name in the record of the Sabek Khatian no.483,R.S khatian no. 1002,R.S Dag no.1009,Touzi no.146,J.L no. 45locale Madhyamgram Municipality having Holding No.821/1,at Bidhanpally,Madhyamgram in Ward No. 21,and seized and possessed the same without any interference and hindrance from any third party and paying rent and taxes to the competent authority,lying and situated at Mouza-Doharia, comprised with, Re sa no.132, A.D.S.R.O and Police station Barasat, District North 24 paragnas.

AND WHEREAS Said Anima Sen sold, transferred and conveyed said land admeasuring an area of 10 cottahs together with structure standing thereon by deed of sale dated 19.04.2013 unto and infavour of Chhoton kumar podder duly registered with the office of Additional District Sub Registrar at Barasat ,North 24 paraganas, and recorded in Book no.1, CD Volume no.10, pages 1126-1143 and being no.02508 for the year 2013 and thus Chhoton kumar Podder became the absolute owner of said properties.

AND WHEREAS the present landowner decided to develop the said property by constructing a multi stored building on the said plot of land. And due to financial paucity the owner herein could not construct any construction on his holding and hence she has decided to enter into a development agreement with

the developer herein for the land mentioned above admeasuring 10 Cotahs more or less and also described clearly and explicitly in the First schedule hereunder written and for the smooth running of the said project has agreed to execute a registered General Power of Attorney by which the owner herein has appointed and nominated the **M/S AATREYEE NIRMAN (P) LTD**, a private limited company ,registered under the companies Act 1956 ,having its office at 9/12,Lal Bazar Street,Third floor Block -C,Kolkata-700001 represented by its Directors (1)**SMT.JAYATI RAY** wife of Indrajit ray, by faith- Hindu, by occupation Business, by nationality-Indian, residing at 50 Gorakshabasi road,Kolkata-700028 hereinafter called and referred to as the **DEVELOPER/ PROMOTER** developer herein as her constituted attorney and to avoid future contradiction and confrontation both the parties have agreed to a formal development agreement with proper notification of the allocation shared between the owner and developer.

NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH as follows :-

ARTICLE – 1 DEFINITION

- 1.1. **BUILDING** : shall mean multi storied building so to be constructed according to the plan, so to be sanctioned at the instance of the developer by the competent authority and so to be constructed on the said premises of the landowner morefully described in the First Schedule written hereinbelow.
- 1.2. **COMMON FACILITIES AND AMENITIES** : shall mean entrance of the building, staircase roof of the building, pump room overhead water tank, and other facilities which may be required for enjoyment maintenance or management of the said building by all occupiers of the building.
- 1.3. **SALEABLE SPACE** : shall mean the space within the building which is to be available as an unit/flat for independent use and occupation after making due provisions for landowner's allocation, common facilities and space required therefore.
- 1.4. **LANDOWNER'S ALLOCATION** : shall mean the 40% of constructed area of the said building so to be constructed in accordance with the sanctioned building plan of the Madhyamgram Municipality and to be

delivered free of cost to the landowner by the developer as consideration for the construction and for transferring the constructed area including proportionate share of land of the said building receivable by the developer/promoter and morefully described in the Second Schedule written hereinbelow.

- 1.5. **DEVELOPER/ PROMOTER'S ALLOCATION** : shall mean all the remaining 60% constructed area of the proposed multi storied building, excluding landowner's allocation including the proportionate share in common facilities, common pats and common amenities of the building which is morefully described in the Third Schedule written hereinbelow.
- 1.6. **ARCHITECT** : shall mean such person or persons being appointed by the developer.
- 1.7. **TRANSFER** : with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the landowner as a transfer of space in the said building to intending purchasers thereof.
- 1.8. **BUILDING PLAN** : shall mean such plan for the construction of the multistoried building which will be sanctioned by the Madhyamgram Municipality in the name of the landowner hereof for construction of the building, including its modification and amenities and alteration if made at the cost and expenses of the developer.
- 1.9. **PREMISES** : shall mean the land admeasuring 10 (Ten) Cottahs be the same a little more or less, lying and situate at Mouza -Doharia, P.S. Barasat, Pargana - Anowarpore, comprised with J. L. No. 45, Re. Sa. No. 132, Touzi No. 146, sabek Khatian No. 483, R. S. Khatian No. 1002, R. S. Dag No. 1009, A. D. S. R. O. Barasat, within the local limit of Madhayamgram Municipality, ward no.21, having Holding No.820/1, Bidhanpally, in the District of North 24 Paragnas, and more particularly described in the First Schedule written herein below.
- 1.10. **BUILT UP AREA** : here Built up area means the area covered with outer wall and constructed for the Unit including fifty percent area covered by the common partition wall between two units and cent percent area covered by the individual wall for the said unit.

- COVERED AREA** : here covered area means total built up area for any unit plus proportionate share of stairs, lobby.

ARTICLE – II COMMENCEMENT

- 2.1 This agreement shall be deemed to have been commenced on and with effect from 23rd day of June, 2014.

ARTICLE – III, LANDOWNER'S RIGHT AND REPRESENTATION

- 3.1 **POSSESSION** : The Landowner is now seized and possessed of and/or otherwise well and sufficiently entitled to the said premises and shall deliver physical as well as identical possession to the developer to develop the said premises.
- 3.2 The said land premises is free from all encumbrances and the landowner has marketable title in respect of the said premises.

ARTICLE IV, DEVELOPER / PROMOTER'S RIGHTS

- 4.1 The developer / promoter shall have authority to deal with the property in terms of the agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their allocation or acquired right under these agreement without mortgaging, transferring, alienating the owners' allocation as described in this present agreement.
- 4.2 The owner hereby grant permission subject to what have been hereunder provided, exclusive rights to the promoter, developer to built new building upon the said premises in accordance with the plan sanctioned by Madhyamgram Municipality.
- 4.3 All application, plans and other papers and documents that my be required by the promoter / developer for the purpose of obtaining necessary sanction from by Madhyamgram Municipality shall be prepared and submitted by the promoter / developer on behalf of the owner and the owner shall sign all such plans, application other papers and documents as and when necessary and all costs expenses including plan sanctioning costs will be borne by the developer / promoter.

- 4.4 That the Developer shall carry total construction work of the present building at their own costs and will take the sale proceeds of developer's allocation exclusively.
- 4.5 Booking from intending purchaser for promoter / developer's allocation will be taken by the promoter / developer and the agreement with the intending purchaser will be signed in his own name on behalf of the owner as **Registered Power of Attorney Holder**.
- 4.6 The selling rate of the developer / promoter's allocation will be fixed by the promoter / developer without any permission or consultation with the owner. The profit & Loss, earned from the project will be entirely received or borne by the promoter / developer and no amount will be adjusted from the owner's allocation on accounts of loss or vice versa on account of profit from developer / promoter's allocation.
- 4.7 Promoter/Developer are empowered to collect consideration money from the sale of promoter's allocation from the intending purchaser and issue money receipt in his own names. And more over take advance and full and final consideration from the intending purchasers for developer's allocation only.
- 4.8 On completion of the proposed building, when the flats are ready for giving possession to the intending purchasers letter will be signed by the Developer/Promoter as the representative and Power of Attorney holder of the owner also will sign as confirming party, if needed. The deed of conveyance will be signed by the Developer / Promoter on behalf of and as representative and registered Power of Attorney Holder of the owner.
- 4.9 The Developer shall be exclusively entitled to the Developer's Allocation and /or revised allocation in terms of this agreement with exclusively 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 and /or revised allocation in terms of this agreement. The Owners have given right to the Developers to sell, transfer and convey the Developers Allocation and /or revised allocation in terms of this agreement in the new constructions as well as the proportionate

share in the land, in favour of any transferee through a separate Registered Power of Attorney signed simultaneously with this Agreement.

- 4.10 All construction cost will be borne by the promoter / developer no liability on account of construction cost will be charged from owner's allocation.
- 4.11 The parties have mutually agreed that the landowners allocation shall assigned to the Developer upon the Developer making payment of a sum calculated Rupees Eighteen Hundred only per square feet which shall be the agreed buy back amount payable by the developer to the Landowner in such case the allocation shall stand revised accordingly and the Developer shall be entitle to the entire allocation.

ARTICLE – V CONSIDERATION

- 5.1 The promoter have agreed to built the said proposed building at their own cost and expenses and owner shall not be required to contribute any sums towards the construction of the said building or buildings on the said premises, and to commercially exploit the said premises the developer have agreed to provide the owner the spate defined in owner's allocation.
- 5.2 In consideration of the owner having agreed to grant exclusive right for developing, the said premises in addition to the owner's allocation as herein provided, as mentioned earlier.
- 5.3 Apart from the aforesaid consideration which has already been made by the developer / promoter to the owner, the promoter have agreed to make and shall remain bound to make and bear several necessary expenses as consideration for the purpose of development of the said premises and / or this development agreement and such consideration for all practical purposes will be deemed to be apparent consideration which are as follows:-
- a) That owner has requested the developer to accept its allocation upon payment of the agreed amount by the developer to the landowner.
 - b) Costs, charges and expenses incurred for construction erection and completion of the said new building at the said premises.

- 2
- c) Costs, charges and expenses on account of casing the plan or map prepared for the purpose of obtaining sanction by the by Madhyamgram Municipality.
 - d) Costs, charges and expenses incurred or installations of Engineers if any and also sewerage, drainage and other connection.
 - e) Fees payable to Architect and Engineers as also fees payable to the by Madhyamgram Municipality for the purpose of obtaining necessary permission of sanction for sewerage, drainage and water connection.
 - f) Legal expenses incurred and paid for this development agreement and all other expenses and charges for the purpose of development of the said premises.
 - g) Cost of supervision of construction of the owner's allocation of the said premise.
- 5.4. The owner having agreed to grant exclusive right for developing the said premises in term of these presents the Develop have agreed, undertaken to built the said building at their own costs and expenses and the owner shall not be required to contribute any sum towards construction of the said building and / or development of the land. It is hereby made clear that the developer shall after completion of the construction of the said building in all respect delivery possession of the owner's allocation as provided.

ARTICLE – VI SECURITY DEPOSIT

- 1.1 The Developer has paid to the Owners a sum of Rs.2,00,000/- (Rupees Two Lakhs) only at or before the execution hereof as interest free refundable security deposit (the receipt whereof the Owners do hereby as also by the receipt and memo hereunder written admit and acknowledge).

ARTICLE – VII PROCEDURE

- 6.1. The owner shall grant to the developer Registered General Power of Attorney as may be required for the purpose of obtaining sanction of plan

the cost of the promoter or intending buyer all such agreement, document, instruments and writings as may be necessary and expedite for the purpose of transfer of sale of the developer's allocation.

ARTICLE – X, POWER AND PROCEDURE

9.1 The owner is executing Registered Power of Attorney upto the period of completion of the project in writing in favour of the developer / promoter including power of preparing and executing and signing and also presenting for registration of deed of conveyance for developer's allocation as follows :-

1. To appear and represent before the authorities of by Madhyamgram Municipality, WBSEB, Income Tax Department Authorities under the Town and Country Planning Act, Airport Authority of India, Assurances of Calcutta, District Registrar, Additional District Sub-Registrar, Barasat and before all other statutory and local bodies as and when necessary for the purpose of construction of a new building and do all the needful as per the terms and conditions mentioned in the aforesaid development agreement for registration of flats, shops, garage spaces of developer's allocation.
2. To apply obtain electricity, Gas, Water Sewerage orders and permissions from the necessary authorities as to expedient for sanction, modification and / or alteration of the development plans and also to submit and take delivery titles deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint engineers, architects and other agents and Sub-Contractor for the aforesaid purpose as the said attorney may think fit and popper.
3. To defend possession, manage and maintain the said premises including the building to be constructed thereon.
4. To sign, verify and file applications, forms, building plan and revised building plans for multi storied building, documents and papers in respect of my said premises before Madhyamgram Municipality or before any other statutory authorities for the purpose of maintenance protection preservation and construction of a building

5. To pay all Municipal and other statutory taxes, rates and charges in respect of the said premises and building on my behalf and in my name as and when the same will become due and payable.
6. To enter into any Agreement for Sale, Memorandum of Understanding and/or any other instrument and document in respect of flat/s units and/or car parking spaces within developer's allocation in the said new building in favour of the intending purchaser/s except the area to be retained by me in terms of the Agreement for Development. To take finance loan in his name and/or any mortgaging flat/flats/shops from the developer's allocation and to sign in the papers and document for the said purpose on my behalf.
7. To receive the consideration money in cash or by cheque / draft in the name of my attorney from the intending purchaser or purchasers for sale or booking of flat/s or units or car parking spaces and shall grant receipts thereof and to give full discharge to the purchaser/s as my lawful representatives.
8. To execute necessary deeds of conveyance in favour of the intending purchasers for flats, shops/ garages and car spaces within the developer's allocation by putting his signature on behalf of me and also to receive full and final consideration of the flats, shops/garages and car spaces within the developer's allocation and giving discharge the intending purchasers by issuing money receipt in his name.
9. To instruct the Advocate/lawyer for preparing and/or drafting such agreements, instruments, documents and other such papers as per the terms and conditions agreed upon by both the parties in the aforesaid agreement as may be necessary for the purpose for sale of the flats/ units and car parking spaces in the said building over and above my said premises.
10. To commence, prosecute, enforce, defend answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning my said premises or any part or portion thereof.

11. To sign, declare and / or affirm any plaint, written statement, petition, affidavit, verification, vokatnama, warrant of attorney. Memo of Appeal or any other documents or papers in any proceedings relating to my said premises or in any way connected therewith.
12. That my attorney will do all the necessary steps before the proper Registering Officer according to the condition mentioned in this agreement for development.
13. For all or any of the purposes herein before stated and to appear and represent me before all concerned authorities having jurisdiction over my said premises as per the condition mentioned in this development agreement.
14. The attorney will do the aforesaid act, deed and things regarding development, of the land mentioned in the schedule of this agreement for development.

ARTICLE – XI NEW BUILDING

- 10.1. The promoter shall at their own costs construct and complete the new building at the said premises in accordance with the sanctioned plan with good and standard material as may be specified by the Architect from time to time..
- 10.2. The promoter shall install, erect in the building at promoter's own costs and expenses pump water storage tank, overhead reservoir, electrification, permanent electric connection from the CESC and until permanent electric connection will be obtained temporary electric connection shall be provide in a residential building having self contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon.
- 10.3. All costs, charges and expenses including Architect's fees shall be discharged and paid by the promoter .
- 10.4. The owner shall pay and clear up all the arrears on account of Municipal taxes and outgoing of the said premises upto the date of this agreement. It is further agreed by and between the parties that the owner shall not pay any taxes as Municipal taxes and other taxes in respect of the said property

from the date properties would be borne by the promoter from the date of execution of these presents till the date of completion of the construction and allocation. From the date of completion and allocation of the floor area between the owner and the promoter the Municipal taxes and other taxes payable for the said property shall be borne in proportionate of area of developer and area of owner by the owner and promoter and / or their nominees respectively. Up keep repair and maintenance of the said building and other erection and/or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof shall be looked after and managed by the flat owner who shall decide the device charges at the rate as may be decided by them after handing over the flats to them by the developer.

ARTICLE – XII. COMMON FACILITIES

- 11.1 The promoter shall pay and bear the all property, taxes and other dues and outgoings in respect of the said premises according to dues as and from the date of execution of this agreement.
- 11.2 As soon as the building at the said premises is completed the promoter shall give written notice to the owner requiring the owner to take possession of the owners' allocation, to the building if there is dispute regarding the completion of the building in terms of the agreement and according to the specification and plan thereof, and certificate of the Architect/ L.B.S. or the Municipality being provided to that effect, then after 30 days from the date of service of such notice and at all times there after the owner shall be exclusively responsible for payment of all Municipal and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as the said rates) payable in respect of the owner's allocation only. The said rates to be proportionate prorate with reference to the said saleable space.
- 11.3 The owner and the developer shall punctually and regularly pay for their respective allocation of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the owner and developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted

against or suffered by or paid by either of them as the case may be consequent upon a default by the owner or the developer in this behalf.

- 11.4 As and from the date of service of notice of possession, the owner shall also be responsible to pay and bear and shall pay to the developer the service charges for the common facilities in the new building payable in respect of the owner's allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time **PROVIDED THAT** if additional insurance premium is required to be paid for insurance of the building by virtue of any particulars and/or in the accommodation within the owner's allocation or any part thereof or any additional maintenance or repair is required by virtue whereof the owner shall be exclusively liable to pay and bear the additional premium and/or maintenance or repairing charges as the case may be.
- 11.5 The owner shall not do any act, deed or things whereby the developer may be prevented from construction and completion of the said building.

ARTICLE - XIII, COMMON RESTRICTION

- 12.1 The owner's allocation in the building shall be subject as to the same restriction and use as are applicable to the developer's allocation in the building intended or common benefits of all occupiers of the building which shall include as follows :-
- 12.2 Neither party shall use or permit to be used the respective allocation in the building or any portion hereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

- 12.3 Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 12.4 Both parties shall abide by all laws, byelaw, rules and regulations of the Government statutory bodies and/or local bodies as the case may be shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws by laws and regulation.
- 12.5 The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good, working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and/or the occupation of the building indemnified from and against the consequence of any breach.
- 12.6 No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- 12.7 Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.
- 12.8 The owner shall permit the developer and its servants and agents with or without workman and other at all reasonable times to enter into and upon their owner's allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

ARTICLE – XIV, OWNER'S OBLIGATION

- 13.1 The owner hereby agree and covenant with the developer not to cause any interference or hindrance in the construction of the building at the said premises by the developer.

- 13.2 The owner hereby agree and covenant with developer not to do any act, deed or thing whereby the developer may be prevented from selling assigning and/or disposing of any of the developer's allocated portion in the building at the said premises.
- 13.3 The owner hereby agree and covenants with developer not to let out, grant, lease, mortgage, and/or charge the said premises or any portion thereof without the consent in writing of the developer during the period of construction.
- 13.4 The owner shall permit the developer and its servants and agents with or without workmen and others at all reasonable time to enter into an upon the owner's allocation and every part thereof for the purpose of repairing, maintaining building, cleaning, lighting and keeping in order and good condition any common facility and/or for the purpose of putting down marinating, repairing and testing drains, gas, and water pipe and electric wire and for any similar purpose.
- 13.5 It is settled that the landowner has given permission for amalgamating the plot with other neighbor plots and also registered Power of Attorney in favour of the developers.

ARTICLE – XV, DEVELOPER'S OBLIGATIONS

- 14.1. The developer hereby agrees and covenants with the owner to complete the construction of the building within 24 months from the date of **sanctioning plan** and from the date of handing over peaceful vacant possession of the land by the owner to the developer whichever is later.
- The owner's allocation to be delivered within the period of 24 months from the date of sanctioning plan of the said building subject to peaceful possession of land handover by owner to developer .
- 14.2. The Developer hereby agrees and comments with the owner not to violate or contravenes any of the provisions of rules applicable to construction of the said building.
- 14.3. The developer hereby agrees and covenants with the owner not to do any act, deed or thing whereby the owner's is prevented from enjoying selling assigning and/or disposing of any owner's allocation in the building at the said premises vice versa.

- 14.4 The developer shall provide amenities and fixture in the owner's allocation as per specification attached herewith.
- 14.5 The Completion Certificate of the building will be done by the developer.

ARTICLE – XVI, OWNER'S INDEMNITY

- 15.1 The owner hereby undertakes that the developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the developer perform and fulfill the terms and conditions herein contained and/or its part to be observed and performed.

ARTICLE – XVII, DEVELOPER'S INDEMNITY

- 16.1 The developer hereby undertake to keep the owner indemnified against third party claiming and actions arising out of any sort of act of occupation commission of the developer in relation to the construction of the said building.
- 16.2 The developer hereby undertakes to keep the owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the developer's actions with regard to the development of the said premises and/or for any defect therein.

ARTICLE – XVIII, MISCELLANEOUS

- 17.1 The owner and the developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the owner and the developer in any manner nor shall the parties hereto be constituted as association of persons.
- 17.2 Immediately upon the developer obtaining vacant possession of the premises so far the developer shall be entitled to start construction if law of the land so permits otherwise shall start construction on obtaining sanction of the building plan from the competent authority.
- 17.3 It is understood that from time to time facilitate the construction of the building by the developer various deeds matters and things not hereby specified may be required to be done by the developer and for which the developer may need the authority of the owner and various applications

and other documents may be required to be signed or made by the owner related to which specific provisions may not have been mentioned herein. The owner hereby undertake to do all such legal acts, deeds, matters and things as and when required and the owner shall execute any such additional power of attorney and/or authorization as may be required by the developer for any such purposes and the owner also undertake to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the owners' and/or against the spirit of these presents.

- 17.4 The owner shall not be liable for any income tax, wealth 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 owner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 17.5 Any notice required to be given by the developer to the owner shall without prejudice to any other mode of service available be deemed to have been served on the owner if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgement and shall likewise be deemed to have been served on the developer by the owner if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgement to the registered office of the developer.
- 17.6 The developer and the owner shall mutually frame scheme for the management and the administration of the said building and/or common parts thereof. After the completion of the said building the owner hereby agree to abide by all the rules and regulations to be framed by any society / association/ holding organization and/or any other organization who will be in charge of such management of the affairs of the building and/or common parts thereof and hereby given their consent to abide by such rules and regulations.
- 17.7 The name of the building shall be given by the developers in the course.
- 17.8 The developer be entitled to borrow money at their own risk and responsibility from any bank or banks or any financial institution without

creating any financial liability of the owner or effecting his estate and interest in the said premises it is being expressly agreed and understood that in no event the owner nor any of her estate shall be responsible and/or be made liable for payment of any due to such bank or banks and the developer shall keep the owner indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

- 17.9 As and from the date of completion of the building the developer and/or its transferees and the owner and/or her transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes and outgoing payable in respect of her respective spaces.
- 17.10 The owner shall deliver all the Xerox title deeds/documents relating to the said premises simultaneously with the execution of these to the developer and the same shall remain with the developer.
- 17.11 The building proposed to be constructed by the developer shall be made in accordance with the specification morefully and particularly mentioned and described in the Fourth Schedule hereunder written.

ARTICLE – XIX, FORCE MAJEURE

- ¹18.1 The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the fore majeure and shall be suspended from the obligations during the duration of the force majeure.
- 18.2 Force Majeure shall mean flood, earthquake, riot war storm tempest civil commotion strike and/or any other act of commission beyond the reasonable control of the parties hereto.

ARTICLE – XX, ARBITRATION

- 19.1 If during the continuation of the said agreement or at any time afterwards any difference shall arise between the said parties in regard to the construction of any article herein contained or to any division or thing to be made or done in pursuance thereof to any other matter or thing relating

to the said agreement and project or the affairs thereof, such difference shall be referred to the arbitration of two independent persons to be appointed by each party and in case of difference between the arbitrator to an umpire to be nominated by such persons before entering into arbitration and all such arbitration shall be subject to the provisions of Indian Arbitration Act, 1996 and the statutory modification thereof.

ARTICLE XX, JURISDICTION

20.1. The Court of North 24 Parganas alone shall have the Jurisdiction to entertain and determine all actions suits and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of plot of land admeasuring 10 (Ten) Cottahs be the same a little more or less, lying and situate at Mouza -Doharia, P.S. Barasat, Pargana - Anowarpore, comprised with J. L. No. 45, Re. Sa. No. 132, Touzi No. 146, sabek Khatian No. 483, R. S. Khatian No. 1002, R. S. Dag No. 1009, A. D. S. R. O. Barasat, within the local limit of Madhayamgram Municipality, ward no.21, having Holding No.820/1, Bidhanpally, in the District of North 24 Paragnas, which is butted and bounded as follows :-

ON THE NORTH : 12 (twelve) feet wide road with drain and Property of Sri Dipak kumar sen.

ON THE SOUTH : Land of Doltala Housing Society.

ON THE EAST : Land of Doltala Housing Society .

ON THE WEST : Land under Dag no.1008 and 1009

THE SECOND SCHEDULE ABOVE REFERRED TO

LANDOWNER'S ALLOCATION : shall mean the 40% of constructed area of the said building and /or the agreed revenue in lieu thereof so to be constructed in accordance with the sanctioned building plan of the Madhyamgram Municipality and to be delivered free of cost to the landowner by the developer as

consideration for the construction and for transferring the constructed area including proportionate share of land of the said building receivable by the developer/promoter and morefully described in the Second Schedule written hereinbelow.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Developer's Allocation)

DEVELOPER'S ALLOCATION shall mean all the remaining portion of the entire building including the common facilities common parts and common amenities of the building and the said property absolutely shall be the property of the developer after providing the owner's allocation as aforesaid and together with the absolute right of the part of the developer to enter into agreement for sale with intending purchaser/purchasers teamsters, by and mode of transfer of property act and/or lease, let out or in any manner may with the same as the absolute owner thereof.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Specification)

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:** wall putty with 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, bathroom and verandah).
5. **BATHROOM:** Bath room fitted upto 6' ft height with white glazed tiles of standard brand and marble floor.

6. **KITCHEN:** Cooking platform of Granite , Stainless Steel sink, Glazed tiles upto a height of 30" above the cooking platform .
7. **TOILET:** Concealed pipeline with hot and cold water lines. Glazed tiles upto 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 clear glass panels.
10. **WATER SUPPLY :** Water supply round the clock is assured for which necessary deep tubewell will be installed.
11. **PLUMING :** Toilet concealed wiring with two bib cok, one shower in toilets all fittings are standard quality
12. **LIFT FICILITY :** five passenger lift of Otis or Kone or equivalent.
13. **ELECTRICAL :** Full concealed wiring with copp(HAVEL'S/FINOLEX)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.

IN WITNESS WHEREOF the parties hereto abovenamed set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED
by the LANDOWNER at Calcutta in the
presence of :

1. Samal Kumar Poddar

Chhotan Kumar Poddar

SIGNATURE OF THE LANDOWNER

2. Kamini Singh Adv.
SIGNED SEALED AND DELIVERED
by the DEVELOPER/ PROMOTER at
Calcutta in the presence of :

1. Samal Kumar Poddar

2. Kamini Singh Adv.

For Aatreyee Nirman Pvt. Ltd.

JAHATI Director

AA HCA 11890

SIGNATURE OF THE DEVELOPER/
PROMOTER

Drafted by-

Mou Sarkar
Advocate
High Court, Calcutta

Typed by-

RECEIPT

(1) Paid by Cheque No.015657 dated 20.06.2014
on Central Bank of India, Park Street Branch **Rs 2,00,001.00**
Kolkata.

(Rupees Two lakhs Only)

Samar Kumar *poor*
5/18/11 Neangipara Road
KOL-36

Kamini Singer
Adv.

Chhotan Kumar *poor*

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 37
Page from 3582 to 3611
being No 07912 for the year 2014.




(Dulal chandra Saha) 27 June-2014
ADDL REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal












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(Dulal chandra Saha) 27 June-2014
ADDL REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal

SPECIMEN FORM FOR TEN FINGERS PRINT

	<i>Dr. E. J. ...</i>					
		Little Ring Middle Fore Thumb				
		(Left Hand)				
						
Thumb Fore Middle Ring Little						
(Right Hand)						

	<i>Chhotan Kumar ...</i>					
		Little Ring Middle Fore Thumb				
		(Left Hand)				
						
Thumb Fore Middle Ring Little						
(Right Hand)						

PHOTO						
		Little Ring Middle Fore Thumb				
		(Left Hand)				
		Thumb Fore Middle Ring Little				
(Right Hand)						

PHOTO						
		Little Ring Middle Fore Thumb				
		(Left Hand)				
		Thumb Fore Middle Ring Little				
(Right Hand)						