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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

C 810937



Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement there attached to the document are the part of this Document

[Signature]
Additional Registrar
of Assurance-IV, Kolkata

12 MAY 2016

S.P.M
10.5.16
Visit
10.5.16
No. 0-610038/16
Dev agreement.

[Signature]
Additional Registrar of
Assurances-IV, Kolkata

e no. 1202/16
Jul 250
Jul 100
350-

[Signature]
10/5/16

DEVELOPMENT AGREEMENT

1. Date : 10-05-2016
2. Place : Kolkata
- 3.1 Parties :

102/1000

17259

A. K. Chowdhary & Co. Advocates

NAME..... 10, Old Post Office Street
 ADD..... Room No: 21; 1st Floor, Kol-1
 10 MAY 2016
SURANJAN MUKHERJEE
 Licensed Stamp Vendor
 C. C. COURT
 2 & 3, K. S. Roy Road, Kol-1



10 MAY 2016

Jayal



ADDITIONAL REGISTRAR
 OF ASSURANCES-IV, KOLKATA
 10 MAY 2016

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

GRN: 19-201617-000427488-1

Payment Mode Online Payment

GRN Date: 10/05/2016 15:47:22

Bank : State Bank of India

BRN : IKB2049173

BRN Date: 10/05/2016 15:59:09

DEPOSITOR'S DETAILS

Id No. : 19040000610038/2/2016

[Query No./Query Year]

Name : ANIL KUMAR CHOWDHARY

Contact No. : 03322430723 Mobile No. : +91 9831089412

E-mail : chowdharyanil01@gmail.com

Address : 10 OLD POST OFFICE STREET KOLKATA 700001

Applicant Name : Mr SUBHA PRASAD SENGUPTA

Office Name :

Office Address :

Status of Depositor : Advocate

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 2

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19040000610038/2/2016	Property Registration- Registration Fees	0030-03-104-001-16	22094 ✓
2	19040000610038/2/2016	Property Registration- Stamp duty	0030-02-103-003-02	15021 ✓

Total

37115

In Words : Rupees Thirty Seven Thousand One Hundred Fifteen only





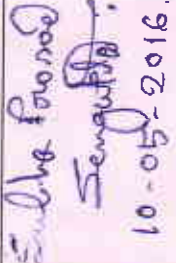



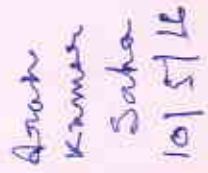
Government of West Bengal

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

OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19040000610038/2016

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr SUBHA PRASAD SENGUPTA 2, MOTILAL COLONY, P.O:- RAJBARI COLONY, P.S:- Airport, District:-North 24- Parganas, West Bengal, India, PIN - 700081	Land Lord		2570 	 10-05-2016
2	Mrs JAYATI RAY 50, GORAKSHABASHI ROAD, P.O:- DUM DUM, P.S:- Dum Dum, District:-North 24- Parganas, West Bengal, India, PIN - 700028	Representative of Developer [AATREY EE NIRMAN PRIVATE LIMITED]		2569 	 10/5/16
SI No.	Name and Address of identifier		Signature with date		
1	Mr ARUN KUMAR SAHA Son of Late PANCHUGOPAL SAHA 31B, NIMU GOSSAIN LANE, P.O:- HATKHOLA, P.S:- Jorabagan, District:-Kolkata, West Bengal, India, PIN - 700005	Mr SUBHA PRASAD SENGUPTA, Mrs JAYATI RAY	 10/5/16		

(Asit Kumar Joarder)
ADDITIONAL REGISTRAR
OF ASSURANCE

STATE OF WEST BENGAL
GOVERNMENT
MUMBAI



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLIKATA
10 MAY 1910

SRI SUBHA PRASAD SENGUPTA Son of late Sakti Prasad Sengupta, having Income Tax Permanent Account No. (PAN) "**AIHPS0788E**", by Faith - Hindu, by Occupation - Service, residing at 2, Motilal Colony, p.o. – Rajbari Colony, P.S. - Airport ,Kolkata- 700 081, Indian Citizen, hereinafter called the 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, 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 Street, Kolkata – 700 001 represented by its Director **SMT. JAYATI RAY** wife of Sri Indrajit Ray, having Income Tax Permanent Account No. (PAN) "**ACXPR9705L**", by faith – Hindu, by Occupation – Business, residing at 50, Gorakshabasi Road, P.O. & P.S. – 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 its successor or successors and assigns) of the **OTHER PART**.

4. Subject Matter of Agreement:

4.1 Development : Development and commercial exploitation of ALL THAT the piece and parcel of plot of land admeasuring 5 (Five) Cottahs, 6 (Six) Chittaks and 15(Fifteen) sq.ft.little more or less, lying and situate at Mouza -Sultanpur, P.S. DumDum, comprised with J. L. No. 10, R. S. No. 148, Touzi No. 173, sabek Khatian No. 402, Dag No. 2547, R.S. Dag No. 2547/3655, 2547/1656 , A. D. S. R. O. DumDum within the local limit of South DumDum Municipality, ward no.8 , having Holding No. 96, Moti Lal Colony.

5. Background:

5.1. WHEREAS one Sk. Moharam Ali was the sole and absolute owner of all that piece and parcel of land admeasuring an area of 3 cottahs comprised with comprised

with Mouza Sultanpur , Dag no. 2547 , Katian No. 402 ,Touzi No. 173, Dist . north 24 Paraganas.

AND WHEREAS said Sk. Moharam Ali sold ,transferred and conveyed said land by way of sale deed dated 13.05.1953 unto and infavour of Nilima Sengupta duly registred with the office of sub-registarar Cossipore Dum Dum and recorded in Book no. I, Volume No. 3, Pages 195- 197 being no. 2956 for the year 1953 ,thus said Nilima Sengupta became the owner of said land.

AND WHEREAS said Nilima Sengupta sold, transferred and conveyed said land by way of Deed of sale dated 27.6.1975 unto and infavour of Shakti Prasad sengupta duly registered with the office of Sub-Registrar at Cossipore Dum Dum and recorded in Book no.I, Volume No.110, Pages 72-74, Being no. 6266 for the year 1975 and thus said Shakti Prasad Sengupta became the absolute owner of said land along with an area 2 cottahs 6 Chittaks 15 sq.ft. as Private Passage.

AND WHEREAS said Shakti Prasad Sengupta constructed a G+ one building on the said land total admeasuring 5 cottahs 6 chittaks 15 sq.ft.

AND WHEREAS said Shakti Prasad Sengupta died intestate leaving behind him his widow Nibedita Sengupta, two daughter Kakali Mitra , Sangita Dasgupta and only Son Subho Prasad Sengupta as his legal heirs and successors .

AND WHEREAS said Nibedita Sengupta, Kakali Mitra , Sangita Dasgupta gifted and transferred said property by the registred Deed of Gift dated 4.06.2014 unto and infavour of Son Subho Prasad Sengupta duly registred with the office of ADSR Cossipore Dum Dum and recorded in Book no. I, Being no. 5739 of the year 2014, and thus Subho Prasad Sengupta became the absolute owner of said properties.

5.1.2 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 and the owners shall extend their cooperation in the Developer causing mutation of its name in the Assessment Book of the Dum Dum Municipality.

- 5.1.3 Absolute Owners: In the manner stated above, the owners have become the absolute owners 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.
- 5.1.4 No Requisition, Acquisitions and Attachments : The Premises or any part thereof is at present not affected by any requisition or acquisition 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.
- 5.1.5 No Litigation :There are no suits and/or proceedings and/or litigations pending in respect of the Premises or any part thereof.
- 5.1.6 Absolute Possession : The entirety of the premises is in peaceful possession of the Owners and the Developer.
- 5.2 Decision to Develop : The owners became desirous of developing the premises by construction but realized that it will not be possible for them to do so and hence decided to do such development through a Developer.
- 5.3 Background of Developer : The Developer has infrastructure and expertise in this field.
- 5.4 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.
- 5.5 Negotiations : Discussions and negotiations have taken place between the parties and terms and conditions have been agreed upon which the parties are desirous of recording hereunder.
- 6. Appointment and commencement:**
- 6.1 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 and /or revised allocation in terms of this agreement

6.2 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

7. **OWNERS ALLOCATIONS:**

7.1 **Owners' Allocation** : shall mean 5000 sq.ft (Entire 1st Floor, Entire 4th Floor, one Flat measuring 600 sq.ft. on the 3rd Floor and One Covered Car Parking Space on the ground Floor) tolerance area will be 100 sq.ft.- 200 sq.ft. of the constructed space. 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 @ Rs.3000/- per sq.ft.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.

8. **DEVELOPERS ALLOCATIONS :**

8.1 **Developers' Allocation:-** Developers allocation shall mean rest of of the constructed space together with undivided proportionate share in the land attributable thereto and together with the right over common areas and portions.

9. **POWERS AND AUTHORITIES:**

9.1 **General Power of Attorney** : The owners shall grant to the Developer and/or its nominees a Registered General Power of Attorney 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 entire constructed space as per this agreement.

9.2 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.

10. SANCTION AND CONSTRUCTION :

10.1 Plan: The Developer shall draw Building Plan/Plans with architectural design /plans through Schematic Design by its Architects together with the common portions as described in the Second schedule hereunder writtn and/or described.

10.2 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.

10.3 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 building including Architect Fees shall be discharged and paid and borne by the Developer and the Owners shall have no responsibility in this context.

10.4 Temporary Connection : The Developer shall be authorized to apply for and obtain temporary connection of water, electric and drainage sewerage.

10.5 Modification : Any amendment or modification to the Plans may be made or caused to be made by the Developer.

10.6 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.

12. Dealings with Units in the new constructions:

12.1 The Land owner have requested to pay him Rs. 20,00,000/- (Rs. Twenty Lacs Only) which will be adjustable @ Rs. 2,100/- per sq.ft. from his allocation in the proposed Building constructed on the date of handing over peaceful vacant possession of the land by the owner to the developer .

12.2 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 Registered Power of Attorney signed simultaneously with this Agreement.

12.3 Transfer of Developer's Allocation: In consideration of the Developer constructing the new 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 the Developers Allocation and /or revised allocation in terms of this agreement in favour of the transferees by a separate Registered Power of Attorney signed simultaneously with this Agreement.

12.4 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.

13. Possession and Post Completion Maintenance:

13.1 Possession Date and Rate: 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 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.

13.2 Maintenance : The Developer together with the Owners may 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.

14. Owners' Obligation

- 14.1 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 space as well as the proportionate share in the land. The Developers Allocation shall be finally determined depending on the owner's performance and /or non performance of its obligations.
- 14.2 No obstruction in Construction: the Owners hereby covenant not to cause any interference or hindrance in the construction and /or the Developer dealing with transferring the Developers allocation and/or the revised allocation.
- 14.3 No dealing with the Premises: the Owners hereby covenant not to let out, grant lease, mortgage and/or charge the Premises or any portions and the allocations thereof without the consent in writing of the Developer.
- 14.4 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.

15. Owner's Indemnity:

- 15.1 Title: The owners shall always be responsible for giving goods and marketable title to the Developer and the Transferees in this regard.
- 15.2 Developer's Allocation: The Owners do hereby undertake that the Developer shall always be entitled to the Developer's Allocation and /or revised 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.

16. Developer's Indemnity:

- 16.1 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.

16.2 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.

16.3 If in future with the change of laws of Dum Dum Municipality any extra sanctioned area/floor is available, the owners are bound to enter into a new joint venture agreement only with developers herein and nobody else in Joint Venture or otherwise without demanding any additional consideration / allocation.

17. Miscellaneous:

17.1 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.

17.2 During the continuance of this indenture the constitution of the partnership firm shall not be changed (except upon death of any partner) and that this indenture is not assignable.

17.3 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.

17.4 Further Acts: The Parties do all further acts deeds and thing as may be necessary to give complete and meaningful effect to this Agreement.

17.5 Taxation: The Owners shall not be liable for all 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 acts, suits, proceedings,

costs, charges and expenses in respect thereof. Similarly the Developer shall not be liable for all 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.

17.6 Ground Rent and Wealth Tax : As and from the date of completion of the construction of New Building, the Transferees 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.

18. Default:

18.1 Of Both Parties: In the event the Owners/Developer fail and/or neglect to perform any of their obligations under this Agreement, then the Owners/Developer shall be entitled to refer the matter to arbitration as provided for in this Agreement, for redress of the grievances of the Owner/Developer and the decision of the Arbitrator.

19. Force Majeure:

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

19.2 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.

20 Handing over of Owner's allocation

20.1 The Developer has on or before execution of this Agreement handed over the amount to the Owner the receipt amount to the Owner and shall hand over the balance amount shall be handed over prior to completion of development. The Owner represents that the Owner having received the receipt amount have already assured and created substantial right in favour of the Developer in respect of the Owners' allocation and/or upon the demised land and the Owner shall not unilaterally determine this Agreement provided however in the event the Developer does so the Owner shall first be required to refund the receipt

amount together with all amounts invested by the Developer and interest thereupon and the Owners on receipt of the balance amount has assured that the owners 10% allocation shall stand transferred/assigned/ to the Developer and/or to the Developer.

- 20.2 The developer hereby agrees and covenants with the owner to complete the construction of the building within 36 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 36 months from the date of sanctioning plan of the said building subject to peaceful possession of land handover by owner to developer if developer fails or neglects to delivered owner's allocation than developer shall be liable to pay Rs 6500 /- per months for the period the owner does not take actual physical possession .

21. Reservation of Rights:

- 21.1 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.

- 21.2 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.

22. Waiver:

- 22.1 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.

22.2 No Continuing Waiver : A waiver on occasion will not be deemed to be of the same or any breach or non-fulfillment 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 or otherwise) obligation hereunder or as a waiver of any right or remedy that such Party may otherwise have in law or in equity.

23. Governing Laws:

23.1 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.

23.2 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.

24. Notice:

24.1 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 or certified mail at the address as mentioned above.

25. 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 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.

26. Jurisdiction:

26.1 All disputes will be subject to Jurisdiction of the Kolkata High Court and of the District Court of North 24 Parganas

27. Rules of Interpretation:

27.1 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.

27.2 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 the piece and parcel of plot of land admeasuring ad-measuring 5 (Five) Cottahs, 6 (Six) Chittaks and 15(Fifteen) sq.ft. little more or less, lying and situate at Mouza -Sultanpur, P.S. Dum Dum, comprised with J. L. No. 10, R. S. No. 148, Touzi No. 173, sabek Khatian No. 402, Dag No. 2547, R.S. Dag No. 2547/3655, 2547/1656 , A. D. S. R. O. DumDum within the local limit of Dum Dum Municipality,

Ward No.8 , having Holding No. 96, Moti Lal Colony, Road Zone : (Premises No. 2 -- Premises No. 2).

ON THE NORTH : 5 foot thereafter 11 foot 3 inch wide passage land of Binay Bhusan Devnath .
 ON THE SOUTH : Others .
 ON THE EAST : Pond
 ON THE WEST : Land with structure of Shobha Rani Dutta

SECOND 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.

THE SCHEDULE ABOVE REFERRED TO :
(SPECIFICATIONS)

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 antiskid floor tiles .
6. KITCHEN: Cooking platform of Granite , Stainless Steel sink, Glazed tiles upto a height of 3 ` 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 : Aluminum sliding Window with 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 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.

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

SIGNED, SEALED AND DELIVERED

In the presence of :

1. *Pran Kumar Saha*
S/o of *Ket Panchen Gopal Saha*
31 B V. M. G. Saha me,
Lane Kal-5

Subha Prasad Sengupta.

SIGNATURE OF THE LANDOWNER

2. *Palash Baran Guha*
S/o *Sri Prabir Kumar Guha*
of 35/1B, *Radhamadhab Dutta*
Garden Lane, P.O. G.P.S. Beliaghata
Kolkata - 700010.

For Aatreyee Nirman Pvt. Ltd.

Umal
Director





































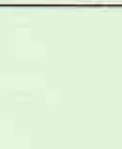





SIGNATURE OF THE DEVELOPER

Drafted by:-

Plaban Basu

PLABAN BASU
Advocate
High Court, Calcutta
Reg. No- F/1494/1212/2012

SPECIMEN FORM FOR TEN FINGERS PRINT

	<i>Vijali</i>					
		Little Ring Middle Fore Thumb				
		(Left Hand)				
						
		Thumb Fore Middle Ring Little				
		(Right Hand)				
	<i>Subha Prasad Sengupta</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)				

Seller, Buyer and Property Details

A. Land Lord & Developer Details

Presentant Details	
SL No.	Name and Address of Presentant
1	Mrs JAYATI RAY 50, GORAKSHABASHI ROAD, P.O:- DUM DUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	Mr SUBHA PRASAD SENGUPTA Son of Late SAKTI PRASAD SENGUPTA 2, MOTILAL COLONY, P.O:- RAJBARI COLONY, P.S:- Airport, District:-North 24-Parganas, West Bengal, India, PIN - 700081 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. AIHPS0788E,; Status : Individual; Date of Execution : 10/05/2016; Date of Admission : 10/05/2016; Place of Admission of Execution : Pvt. Residence

Developer Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	AATREYEE NIRMAN PRIVATE LIMITED 9/12, LAL BAZAR STREET, Block/Sector: C, P.O:- LALBAZAR, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001 PAN No. AAHCA1189Q,; Status : Organization; Represented by representative as given below:-
1(1)	Mrs JAYATI RAY 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; Date of Execution : 10/05/2016; Date of Admission : 10/05/2016; Place of Admission of Execution : Pvt. Residence

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr ARUN KUMAR SAHA Son of Late PANCHUGOPAL SAHA 31B, NIMU GOSSAIN LANE, P.O:- HATKHOLA, P.S:- Jorabagan, District:- Kolkata, West Bengal, India, PIN - 700005 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India,	Mr SUBHA PRASAD SENGUPTA, Mrs JAYATI RAY	

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: North 24-Parganas, P.S:- Dum Dum, Municipality: DUM DUM, Road: Motilal Colony, Road Zone : (Premises No. 2 – Premises No. 2) , Mouza: Sultanpur, Ward No: 8, Holding No:96	RS Plot No:- 2547/3655 , RS Khatian No:- 402	5 Katha 6 Chatak 15 Sq Ft	0/-	1,07,91,665/-	Proposed Use: Bastu, ROR: Shali, Width of Approach Road: 11 Ft.,

Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details

Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
F0	Gr. Floor	100 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete
S1	On Land L1	100 Sq Ft.	0/-	30,000/-	Structure Type: Structure

D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	SUBHA PRASAD SENGUPTA
Address	2, MOTILAL COLONY, Thana : Airport, District : North 24-Parganas, WEST BENGAL, PIN - 700081
Applicant's Status	Buyer/Claimant

Office of the A.R.A. - IV KOLKATA, District: Kolkata
Endorsement For Deed Number : I - 190404421 / 2016

Query No/Year	19040000610038/2016	Serial no/Year	1904004025 / 2016
Deed No/Year	I - 190404421 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mrs JAYATI RAY	Presented At	Private Residence
Date of Execution	10-05-2016	Date of Presentation	10-05-2016

Remarks

On 10/05/2016

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

Presented for registration at 17:00 hrs on : 10/05/2016, at the Private residence by Mrs JAYATI RAY ,.

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 1,08,21,665/-

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

Execution is admitted on 10/05/2016 by

Mr SUBHA PRASAD SENGUPTA, Son of Late SAKTI PRASAD SENGUPTA, 2, MOTILAL COLONY, P.O: RAJBARI COLONY, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700081, By caste Hindu, By Profession Service
Indetified by Mr ARUN KUMAR SAHA, Son of Late PANCHUGOPAL SAHA, 31B, NIMU GOSSAIN LANE, P.O: HATKHOLA, Thana: Jorabagan, , Kolkata, WEST BENGAL, India, PIN - 700005, By caste Hindu, By Profession Service

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

Execution is admitted on 10/05/2016 by

Mrs JAYATI RAY DIRECTOR, AATREYEE NIRMAN PRIVATE LIMITED, 9/12, LAL BAZAR STREET, Block/Sector: C, P.O:- LALBAZAR, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001 Mrs JAYATI RAY, Wife of Mr INDRAJIT RAY, 50, GORAKSHABASHI ROAD, P.O: DUM DUM, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700028, By caste Hindu, By profession Business
Indetified by Mr ARUN KUMAR SAHA, Son of Late PANCHUGOPAL SAHA, 31B, NIMU GOSSAIN LANE, P.O: HATKHOLA, Thana: Jorabagan, , Kolkata, WEST BENGAL, India, PIN - 700005, By caste Hindu, By Profession Service

(Asit Kumar Joarder)

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 11/05/2016

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 22,094/- (B = Rs 21,989/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

1. Rs. 22,094/- is paid, by online on 10/05/2016 3:59PM with Govt. Ref. No. 192016170004274881 on 10-05-2016, Bank: State Bank of India (SBIN0000001), Ref. No. IKB2049173 on 10/05/2016, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

1. Rs. 15,021/- is paid, by online on 10/05/2016 3:59PM with Govt. Ref. No. 192016170004274881 on 10-05-2016, Bank: State Bank of India (SBIN0000001), Ref. No. IKB2049173 on 10/05/2016, Head of Account 0030-02-103-003-02

As

(Asit Kumar Joarder)

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 12/05/2016

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

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

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 5,000/-

Description of Stamp

1. Rs 5,000/- is paid on Impressed type of Stamp, Serial no 17259, Purchased on 10/05/2016, Vendor named S MUKHERJEE.

As

(Asit Kumar Joarder)

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

**Volume number 1904-2016, Page from 167418 to 167449
being No 190404421 for the year 2016.**



Digitally signed by ASIT KUMAR
JOARDER
Date: 2016.05.18 17:39:42 +05:30
Reason: Digital Signing of Deed.

AK

**(Asit Kumar Joarder) 18-05-2016 17:39:42
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.**

(This document is digitally signed.)