

00500/20

I- 0495/2020



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

S 240803

Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.

District Sub-Registrar-II
Alipore, South 24 Parganas

20 JAN 2020

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT made this the 20th day of
January, 2020 (Two Thousand and Twenty)

BETWEEN

084006

Sl. No. Date
Name
Add.
AMT. 1000

17 JAN 2020

Aloke Bidwar.

Alipore court. Adm.

Kol-27.

SOUMITRA CHANDA
Licensed Stamp Vendor
8/2, K. S. Roy Road, Kol-1



District Sub-Registrar-II
Alipore, South 24 Parganas

20 JAN 2020

M/S. EVER RIGHT CONSTRUCTION, a registered PARTNERSHIP FIRM , PAN - AACFE1504B, having its office at 2, Sibdas Bhaduri Road, Kolkata - 700004, P.S - Shyampukur, P.O. Shyambazar, District - North 24 Parganas, being represented by its Partners: - **1) SRI. UTTAM KUNDU**, PAN - AFVPK2386P, Aadhaar No. 4122 1607 5361, Son of Late Kanai Lal Kundu, Residing at B- 174, Survey Park, Santoshpur, Kolkata-700075, P.O. Survey Park, P.S - Survey Park, District - South 24 Parganas, **2) SRI NANI GOPAL PAUL**, PAN - AFVPP4204R, Aadhaar No. 7280 2149 4328, Son of Late Paresh Chandra Paul, Residing at BB -171, Salt Lake City, Kolkata - 700064, P.S - Bidhan Nagar, P.O. Bidhan Nagar North, District - North 24 Parganas, **3) SRI. PARTHA DEY**, PAN - AFTPD7027E, Aadhaar No. 9190 2897 5720, Son of Sri. Ashim Kumar Dey, Residing at AA-42, Salt Lake City, Kolkata - 700064, P.S - Bidhan Nagar , P.O Bidhan Nagar North, District - North 24 Parganas, **4) SRI NILAY KUNDU**, PAN - AFXPK7489M, Aadhaar No. 5695 6120 0698, Son of Sri. Ramesh Chandra Kundu, Residing at 79/10, K. K. Majumder Road, Kolkata - 700075, P.S - Santoshpur, P.O. Survey Park, District - South 24 Parganas hereinafter referred to as the "**OWNER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors administrators, legal representatives and assigns) of the **FIRST PART**;

AND

ADONIS RIVIERE LLP, LLPIN: AAQ - 5305, PAN: ABPFA9301C , A Limited Liability Partnership Company having its registered office at 208/8, Rashbehari Avenue, P.S. Gariahat, Kolkata-700029, being Represented by it's Designated Partners 1. **MR. SUMAN DEB SARKAR** PAN - ADSPD9719Q, Aadhaar No. 6849 9449 5961, Son of Late Arun Deb



District Sub-Registrar-II
Alipore, South 24 Parganas

20 JAN 2020

Sarkar, Residing at 44/C, Netaji Subhas Road, P.O: Behala, P.S. - Parnasree, District - South 24 Parganas, Kolkata - 700034. 2. **MISS. SHILPA SINHA**, PAN - DIOPS4420M, Aadhaar No. 8054 5465 0023, Daughter of Sri Subhasish Sinha, Residing at 26/1B, Gariahat Road South, Kolkata - 700031, P.O: Sarat Bose Road, P.S. - Lake, District - South 24 Parganas, hereinafter called and referred to as the **"DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, successors in-interest, administrators, legal representatives and assigns) of the **SECOND PART**.

WHEREAS

1) One Smt. Sandhya Das, wife of Sri Prodyut Kumar Das purchased a plot of Sali Land measuring more or less an area 7 (Seven) Cottahs in Mouza - Panchpota, J.L. No. 42, R.S. No. 11, Touzi No. 150, Pargana - Medan Molla comprised in C.S. Khatian No. 36, appertaining to C.S. Dag No. 157, corresponding to R.S. Khatian No. 43, appertaining to R.S. Dag No. 174, locally known as Scheme plot No. 5 under Police Station and the then S.R. Office Sonarpur in the District of South 24 Parganas by dint of a Deed of Conveyance executed by Atul Krishna Naskar son of Late Jadunath Naskar of Tentulberia, Sonarpur, therein referred to as the Vendor, and the said Deed was registered with the Sub Registry Office at Sonarpur, recorded in Book No. 1, Volume No. 14, Pages from 140 to 144 as Being No. 845 for the year, 1967. However, subsequently to make correction of certain typographical mistake in the said Deed, a Rectification Deed was also registered by and between the said Sandhya Das and said Atul Krishna Naskar, which was also registered in



District Sub-Register-II
Alipore, South 24 Parganas

20 JAN 2020

the said S.R. Office Sonarpur recorded in Book No. 1, Volume No. 20, pages from 104 to 105 as being No. 1349 for the year, 1967.

2) Said Sandhya Das while was enjoying the said land peacefully without any hindrance from any corner whatsoever died instate on 02/04/1981 leaving behind her husband, Sri Pradyut Kumar Das, two sons namely (1) Sri Kallol Das and (2) Sri Prasanta Das and only daughter Smt. Sanghamita Das as her only legal heirs, successors-in-interest and legal representatives and none else and as such following the demise of said Sandhya Das said land measuring 7 (Seven) Cottahs, lying and situated at Mouza – Panchpota, Parganas – Medan Molla, Touzi No. 150, J.L. No. 42, R.S. No. 11, comprised in C.S. Khatian No. 36, appertaining to C.S. Dag No. 157, corresponding to R.S. Khatian No. 43, appertaining to R.S. Dag No. 174, which is locally known as Scheme plot No. 5 under Police Station and the then S.R.O (now A.D.S.R.O) Sonarpur District South 24 Parganas inherited by the above named legal heirs of said Sandhya Das in equal share in accordance with the Hindu Succession Act, 1956.

3) Thereafter said Pradyut Kumar Das, Kallol Das, Prasanta Das and Smt. Sanghamitra Das all legal heirs of aforesaid Sandhya Das sold, conveyed and transferred the said land lying and situated at Mouza – Panchpota, Parganas – Medan Molla, Touzi No. 150, J.L. No. 42, R.S. No. 11, comprised in C.S. Khatian No. 36, appertaining to C.S. Dag No. 157, corresponding to R.S. Khatian No. 43, appertaining to R.S. Dag No. 174, which is locally known as Scheme plot No. 5 under Police Station and S.R.O Sonarpur District South 24 Parganas against Valuable consideration unto and in favour one Smt. Krishna Roy, wife of Sri Hemanta Kumar Roy of 78/1, R.K. Chatterjee Road, P.S. – Kasba,



District Sub-Register-II
Alipore, South 24 Parganas

20 JAN 2020

Kolkata – 700078, and delivered peaceful vacant khas possession of said land in her favour.

4) That the Said Purchase Deed of Smt. Krishna Roy was executed on 09.11.1993 and registered at the office of the D. R. South 24 Parganas at Alipore on 17.11.1993 recorded in Book No. 1, Volume No. 286, pages from 487 to 497, Being No. 15290 for the year, 1993.

5) That Said Krishna Roy after taking over possession as above by exercising her all right, title and interest over the said land as its absolute owner and possessor, while was enjoying the said land indisputably decided to Gift her said Land unto and in favour of Sri Tamal Das, out of her natural love and affection who in fact was the beloved nephew of said Krishna Roy i.e. son of her elder brother, Narendra Narayan Das @ Naren Das.

6) That in fulfillment of such desire said Smt. Krishna Roy by and under a registered Deed of Gift dated 03/03/2005 registered with the office of the District sub Registrar South 24 Parganas at Alipore, recorded in Book No. 1, Volume No. 6, pages from 2941 to 2960, Being No. 00982 for the year, 2005, gifted said Land measuring more or less 7(seven) Cottahs in Scheme Plot No. 5 comprised in Mouza – Panchpota, Parganas – Medan Molla, Touzi No. 150, J.L. No. 42, R.S. No. 11, comprised in C.S. Khatian No. 36, appertaining to C.S. Dag No. 157, corresponding to R.S. Khatian No. 43, appertaining to R.S. Dag No. 174, which is locally known as Scheme plot No. 5 under Police Station and S.R.O (now A.D.S.R.O) Sonarpur District South 24 Parganas at present under Rajpur Sonarpur Municipality within the District of South 24 Parganas.



District Sub-Registrar-II
Alipore, South 24 Parganas

20 JAN 2020

7) On the other hand one Sri Tanmoy Das acquired the scheme Plot No. 4 brief history of which are as follows:-

(a) One Smt. Jharna Das alias Suklasree Das, wife of Sri Narendra Narayan Das alias Naren Das, mother of said Tanmoy Das residing at 22, Tarapith, Haltu, Kolkata - 700078, purchased a plot of Sall land measuring more or less an area 7 (Seven Cottahs in Mouza - Panchpota, J.L. No. 42, R.S. No. 11, Touzi No. 150, Pargana - Medan Molla comprised in C.S Khatian No. 36, appertaining to C.S. Dag No. 157, corresponding to R.S. Khatian No. 43, appertaining to R.S. Dag No. 174, locally known as Scheme Plot No. 4 under Police Station and the then S.R. Office Sonarpur in the District of South 24 Parganas by dint of a Deed of Conveyance registered with the District Sub Registry Office South 24 Parganas at Alipore, recorded in Book No. I, Volume No. 287, pages from 10 to 20 as being No. 15291 for the year, 1993 from its the then Owner Sri Kanak Kanti Roy Chowdhury & others legal heirs of Smt. Priti Roy, wife of Sri Bhupendra Chandra Roy all then residing at 20/12, Netaji Subhas Chandra Bose Road, P.S. - Jadavpur, Kolkata - 700040, for valuable consideration mentioned.

(b) Said Smt. Jharna Das alias Suklasree Das, wife of Sri Narendra Narayan Das alias Naren Das, mother of Sri Tanmoy Das while enjoying the said Land peacefully without any hindrance from any corner whatsoever died intestate on 26/08/1996 leaving behind her husband, Sri Narendra Narayan Das alias Naren Das and two sons namely (1) Sri Tamal Das and (2) Sri Tanmay Das as her only legal heirs, successors-in-interest and legal representatives in interest and none else as such following the demise of said Jharna Das, @ Suklasree Das said land measuring 7 (Seven) Cottahs, lying and situated at Mouza -



District Sub-Register-II
Alipore, South 24 Parganas

20 JAN 2020

Panchpota, Parganas – Medan Molla, Touzi No. 150, J.L. No. 42, R.S. No. 11, comprised in C.S. Khatian No. 36, appertaining to C.S. Dag No. 157, corresponding to R.S. Khatian No. 43, appertaining to R.S. Dag No. 174, which is locally known as Scheme plot No. 4 under Police Station and S.R.O (now A.D.S.R.O) Sonarpur District South 24 Parganas inherited by the above named legal heirs of said Smt. Jharna Das alias Suklasree Das, wife of Sri Narendra Narayan Das alias Naren Das, in equal share in accordance with the Hindu Succession Act, 1956.

(c) Thereafter said Narendra Narayan Das alias Naren Das, husband of the deceased, Jharna Das alias Suklasree Das who is also father of Sri Tamal Das, son of said Jharna Das alias Suklasree Das since deceased who is also brother of the Sri Tanmoy Das out of their love and affection towards the Sri Tanmoy Das being their son and brother respectively unconditionally and forever by a Registered Deed of Gift conveyed and transferred their respective $\frac{2}{3}$ undivided share ($\frac{1}{3} + \frac{1}{3}$) and thereby relinquished all their right, title and interest over the said land unto and in favour of Sri Tanmoy Das out of the total and measuring 7 cottahs more or less lying and situated at Mouza – Panchpota, Parganas – Medan Molla, Touzi No. 150, J. L. No. 42, R.S. No. 11, comprised in C.S. Khatian No. 36, appertaining to C.S. Dag No. 157, corresponding to R.S. Khatian No. 43, appertaining to R.S. Dag No. 174, which is locally known as Scheme plot No. 4 under Police Station and S.R.O (now A.D.S.R.O) Sonarpur District South 24 Parganas and delivered peaceful vacant khas possession in his favour and thus said Sri Tanmoy Das by virtue of inheritance and by virtue of Deed of Gift became the absolute owner of entire 7 Cottahs of land at Mouza-Panchpota.



District Sub-Register-II
Alipore, South 24 Parganas

20 JAN 2020

(d) That Said Deed of Gift was registered with the office of the D.R. South 24 Parganas at Alipore on 07.01.2004 recorded in Book No. - I, Volume No....¹....., pages from 1067 to 1082, Being No. 00071 for the year, 2004.

AND WHEREAS in the manner aforesaid said Sri Tamal Das and Sri Tanmoy Das became the absolute rightful joint Owner of All That piece and parcel of land measuring more or less 14 Cottahs lying and situated at Mouza - Panchpota, Parganas - Medan Molla, Touzi No. 150, J.L. No. 42, R.S. No. 11, comprised in C.S. Khatian No. 36, appertaining to C.S. Dag No. 157, corresponding to R.S. Khatian No. 43, appertaining to R.S. Dag No. 174, which is locally known as Scheme plot No. 4 under Police Station and S.R.O (now A.D.S.R.O) Sonarpur District South 24 Parganas and got their names separately mutated in the office of the BL&LRO Sonarpur and during their possession while said Sri Tamal Das and Sri Tanmoy Das took up measurement of their land to ascertain actual area of land it was found physically the land area comes to an area measuring more less 13 Cottahs 4 Chittaks out of 14 Cottahs of land and said Sri Tamal Das and Sri Tanmoy Das while were possessing the said two plot Nos. 5 and 4, into one singular plot having an area more less 13 Cottahs 4 Chittaks they by virtue of a Deed of Conveyance excuted on 16th day of August 2013, sold conveyed and transferred All That piece and parcel of land measuring more or less 13 Cottahs 4 Chittaks lying and situated at Mouza - Panchpota, Parganas - Medan Molla, Touzi No. 150, J. L. No. 42, R.S. No. 11, comprised in C.S. Khatian No. 36, appertaining to C.S. Dag No. 157, Corresponding to R.S. Khatian No. 43, Appertaining to R.S. Dag No. 174, under Police Station and S.R.O (now A.D.S.R.O) Sonarpur District South 24 Parganas, unto and infavour of **M/S. EVER RIGHT CONSTRUCTION**, a partnership firm and the said Deed of Conveyance

Deed of Gift.



District Sub-Register-II
Alipore, South 24 Parganas

20 JAN 2020

was duly registered at the office of the D.S.R. IV, Alipore and Recorded on its Book No. I, C. D Volume No. 35, Pages from 1324 to 1356, Being No. 06740 for the year 2013.

AND WHEREAS after the aforesaid purchase the said firm became the absolute owner of the aforesaid property and got the firm's name mutated in the office of the B L & L R O Sonarpur and also recorded the Firm's name in the assessment record of Rajpur - Sonarpur Municipality and since then the said property is being known and numbered as 2399, Panchpota and the said firm has been possessing and enjoying the said property by paying rates and taxes to the appropriate authority concerned.

AND WHEREAS the First Party for the purpose of construction of a new building prepared a G + 4 storied building plan in two block (A and B) and submitted the said building plan before the Rajpur Sonarpur Municipality for obtaining sanction but due to lack of finance, manpower First Party was in search for suitable solvent Developer to implement the aforesaid intention and coming to know the Developer herein approach the First Party with an offer to Develop the aforesaid premises by constructing a new building thereon comprising several residential flats, shops, and Car parking space on Ownership basis and the parties hereto after several discussion on 27th day of November 2019 entered in to an unregistered MOU with terms and conditions as set forth therein and the parties have now agreed to into this Memorandum of agreement to avoid any future litigation, misunderstanding and dispute in between them and also amongst their legal heirs and successors in future.



District Sub-Register-II
Alipore, South 24 Parganas

20 JAN 2020

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows :-

1.0

ARTICLE - I - DEFINITIONS

1.1 Owner and Developer shall include their respective transferees/nominees.

1.2 Premises shall mean **ALL THAT** piece and parcel of land measuring more or less 13 Thirteen Cottahs 4 Four Chittaks lying and or situate at Mouza- Panchpota, J.L. No.42, Touzi No.150 , comprised in C.S. Khatian No. 36, appertaining to C.S. Dag No.157, Corresponding to R.S Khatian No. 43, R.S. Dag No. 174, L.R. Khatian No. 3080, L.R. Dag No. 194, under P.S. Narendrapur, Sub Registry office - previously Sonarpur, at present Mahamiyapur, Now being known and numbered as Premises/Holding No. 2399, Panchpota, under the local jurisdiction of Rajpupr Sonarpur Municipality, Ward No. 3, in the District of 24 Parganas (S),

1.3. Owner shall mean and include **M/S. EVER RIGHT CONSTRUCTION**, a registered PARTNERSHIP FIRM , PAN – AACFE1504B, having its office at 2, Sibdas Bhaduri Road, Kolkata – 700004, P.S – Shyampukur, P.O. Shyambazar, District – North 24 Parganas, being Represented by its Partners: - 1) **SRI. UTTAM KUNDU**, 2) **SRI. NANI GOPAL PAUL**, 3) **SRI. PARTHA DEY**, 4) **SRI NILAY KUNDU**, and its, successors-in-office, representatives, administrators and assigns.

1.4 Developer shall mean and include **ADONIS RIVIERE LLP**, LLPIN: AAQ - 5305, PAN: ABPFA9301C , A Limited Liability Partnership



District Sub-Registrar-II
Alipore, South 24 Parganas

20 JAN 2020

Company being Represented by it's Designated Partners MR. SUMAN DEB SARKAR and MISS. SHILPA SINHA and its, successors-in-office, representatives, administrators and assigns.

1.5 New Building shall mean and include Residential/Commercial Building to be constructed on the said premises in accordance with the Plan sanctioned by the Appropriate Authority and with necessary additional structures like pump , generator, lift, etc. and shall include the car parking and other open spaces intended for the enjoyment by the occupants of the buildings.

1.6 Common facilities and amenities shall include corridors, Roof, Lift, Drainage and sewerage line and connection all plumbing installations, meter, pump, Stairways, Passage-ways, over head water tank, caretaker room etc. and other facilities which are required for the establishment, location, enjoyment, provisions, maintenance and/or management of the buildings and/or the common facilities or any of them thereon as the case may be. The ultimate roof and the terraces of the buildings shall be enjoyed jointly and undividedly by the Owner and the Developer and their respective nominees and all such common areas to be included as saleable area in respect of flats, shops and spaces in the proposed new building at the said premises.

1.7 Owner' Allocation shall mean 38% (Thirty Eight percent) of actual complete constructed area in the new building consisting of several flats, shops, and car .- parking spaces together with undivided proportionate share of land and undivided interest in the common areas in the said new building at the said premises will be treated as



District Sub-Register-II
Alipore, South 24 Parganas

20 JAN 2020

Owner's share of allocation in lieu of entire land of the Owner at the said premises.

a. The Developer has agreed to pay a sum of **Rs. 50,00,000/-** (Rupees Fifty Lakh Only) to the Owner as and by way of Refundable advance and such refundable advance shall be paid by the Owner to the Developer prior to take possession in habitable condition of Owner's Allocation.

b. That the Developer with the execution of unregistered MOU on 27th Day November 2019 has paid a sum of **Rs.30,00,000/-** (Rupees Thirty Lakh Only) only to the owner as and by way of part payment of refundable advance through RTGS / Online Transfer in the Oriental Bank of Commerce, Acharya Prafulla Chandra Road, Shyambazar, Kolkata - 700004, vide Account No. 04091011000253.

c. That with the execution of this Memorandum of agreement the Developer has paid to the Owner the balance Refundable Advance of **Rs. 20,00,000/-** , (Rupees Twenty Lakh Only) through RTGS / Online Transfer Dated - 20.01.2020, Drawn on ICICI Bank, Golpark Branch.

1.8 Developer's Allocation shall mean the remaining **62%** (Sixty Two) percent of actual complete constructed area in the new building consisting of several Flats, Shops, and Car - Parking spaces or any other additional area together with undivided proportionate share of land and undivided interest in the common areas in the said new building at the said premises will be treated as Developer's share of allocation.



District Sub-Registrar-II
Alipore, South 24 Parganas

20 JAN 2020

1.9 Architect shall mean any qualified person or persons or firm or firms appointed or nominated by the Developer as Architect of the buildings for designing and planning of the new building or buildings at the said premises.

1.10 Building Plan would mean such plan or plans for the construction of the new building already submitted by the Party of First part and the said building plan duly sanctioned by the Rajpur Sonarpur Municipality vide sanction plan No. 245/CB/03/88, Dated 26.12.2019, and entire costs and expenses for such sanction building plan has been born by the Developer herein, the following are the details of such expenses:

1) a sum of Rs.1,33,792/- through Demand Draft, drawn on ICICI Bank , Golpark Branch, Kolkata, Vide No. 500997, Dated 18.12.2019 in favour of Rajpur - Sonarpur Municipality.

2) a sum of Rs. 9,72,559/- through Demand Draft, drawn on ICICI Bank , Golpark Branch, Kolkata, vide No. 500998, Dated 18.12.2019 in favour of Rajpur - Sonarpur Municipality.

3) a sum of Rs. 66,292/- by Cash in favour of Rajpur - Sonarpur Municipality. Be it mentioned here that the Developer upon obtaining sanction plan No. 245/CB/03/88, Dated 26.12.2019, has further submitted a fresh G + 4 storied building plan with some changes before the Rajpur - Sonarpur Municipality for obtaining necessary new sanction.

1.11 Transfer with the grammatical variations shall include transfer by possession and by any other means adopted for effecting what is



District Sub-Register-II
Alipore, South 24 Parganas

20 JAN 2020

understood as a transfer of space in multi-storied buildings to purchasers thereof and will include the meaning of the said terms and defined in Income Tax Act, 1961.

1.12 Words importing singular shall include plural and vice versa

1.13 Transferee shall mean a person or persons, firm or association of persons to whom any space in the building or buildings has been transferred.

1.14 Words importing masculine Gender shall include feminine and neuter genders, likewise words importing feminine genders shall include masculine and neuter genders.

2.0

ARTICLE II – TITLE AND INDEMNITIES

2.1 The Owner hereby declares that the Owner has marketable title to the said premises and the Owner has good right and title to enter into this agreement with the Developer and the Owner hereby declares that the said premises is free from all liens, charges, mortgage or encumbrances whatsoever.

2.2 The Owner has already delivered physical possession of the premises in favour of the Developer which is free from all and any manner of liendens, charges, liens, attachments, claims, encumbrances or mortgages whatsoever. The Owner hereby also undertake that the Developer shall be entitled to construct and complete the building on the said premises and to retain and enjoy the Developer's Allocation and Owner's Allocation therein without any



District Sub-Registrar-II
Alipore, South 24 Parganas

20 JAN 2020

interruption or interference from the Owner or any person or persons lawfully claiming through or under the Owner as long as the Developer fulfills its part of these presents and the Owner undertakes to indemnify and keep the Developer indemnified against all loss and damages and costs, charges and expenses incurred as a result of any breach of this understanding.

2.3 The Developer undertakes to construct the buildings in accordance with the Sanctioned Plans and undertakes to pay any or all damages, penalties and/or compounding fees payable to the authority or authorities concerned relative to any deviation without making the Owner in any way liable for that,

2.4 The Developer shall act independently in constructing the buildings and undertakes to keep the Owner indemnified from and against all Third Party claims or compensation and actions arising out of any act or omission of the Developer or any accident in or relative to the construction of the building.

3.0

ARTICLE – III – EXPLOITATION RIGHTS

3.1 Immediately after the execution of this Agreement, the Developer shall be entitled to do all the needful act for construction on the said land on the terms and conditions herein contained and also in accordance with the Powers and Authorities conferred on the Developer by the Owner. In accordance with the General Power of Attorney for the purpose of development and construction of the Buildings contemplated in these presents with Powers to enter into Agreement for Sale, lease or let out the various portions of the Owner's



District Sub-Registrar-II
Alipore, South 24 Parganas

20 JAN 2020

and Developer's Allocation with any intending Purchaser / Purchasers and to receive earnest money and or any part payment and entire sale proceeds in respect of thereof.

4.0

ARTICLE - IV - BUILDING

4.1 The Developer shall have exclusive right at its own costs to construct the buildings in the said premises in accordance with the Sanctioned Plan without any hindrance or obstruction from the Owner or any person claiming through it as long as the Developer fulfills the terms and conditions of these presents. The type of construction, specification of materials to be used and the detailed design of the buildings shall be as per the choice of the Developer and the Developer shall ensure that the buildings conform to Class - I standard buildings specifications.

4.2 The Developer shall install and provide in the buildings at its own costs, tube-well, Overhead water reservoir, Lift, and other facilities and amenities as are normally contained in multi - storied buildings in the area, to make the same totally and absolutely habitable.

4.3 The Developer hereby undertakes to construct the building diligently and expeditiously and handover the Owner's Allocation to the Owner within 24 months from the date of execution of this agreement unless prevented by circumstances beyond its control, and if the Developer fails and or neglects to deliver the Owner' Allocation, within 24 months in that event the Owner shall allow a grace period of another six months for handing over Owner's Allocation and even if the Developer fails to deliver the Owner's Allocation within the Grace



District Sub-Registrar-II
Alipore, South 24 Parganas

20 JAN 2020

period then the Developer shall pay to the Owner after the grace period is over a sum of Rs.1,00,000/- (Rupees One Lakh Only) per month as compensation to the said firm of the Owner till the Developer shall hand over the Owner's Allocation to the Owner.

5.0 **ARTICLE V - CONSIDERATION & SPACE ALLOCATIONS**

5.1 In consideration of the Owners having agreed to grant an exclusive right to the Developer to commercially exploit the said premises by construction of the new building thereon the Owner will get **38%** (Thirty Eight percent) of complete constructed area in the new building consisting of several flats, shops, and car - parking spaces together with undivided proportionate share of land and undivided interest in the common areas in the said new building at the said premises will be treated as Owner share of allocation in lieu of entire land of the Owner at the said premises AND the remaining **62%** (Sixty Two percent) of complete constructed area or any other additional area in the new building consisting of several flats, shops, and car - parking spaces together with undivided proportionate share of land and undivided interest in the common areas in the said new building at the said premises will be treated as Developer's share of allocation . The Owners' Allocation is more fully mentioned in the Schedule III And the Developer's Allocation is more fully mentioned in the Schedule IV.

5.2 That the party of First part has agreed that the Developer shall have the exclusive right to sell entire flats, shops and car parking space of the Owner's allocation and Developer's Allocation to the intending buyers in the new building through the Developer's marketing network, advertise through various mode of advertisement for such sale , at the



District Sub-Registrar-II
Alipore, South 24 Parganas

20 JAN 2020

costs and expenses of the Developer and price of such flat of the owner's 38% area will be settled upon mutual consultation and upon such sale as aforesaid by the Developer, the Developer shall have the absolute right and liberty to enter into several agreements for sale with such intending buyers and to receive earnest money, any part payment and entire sale proceeds, from such intending buyers and subsequently the Developer shall pay 38% money to the owner's Firm account and 62% money shall remain with the Developer.

5.3 The ultimate roof of the building shall be enjoyed commonly by the Owner and the developer and their respective nominees.

5.4 The Owner hereby empowered the Developer to transfer or dispose of the Owner's allocation and Developer allocation in the building on revenue sharing basis in proportion to 38:62.

5.5 The Developer shall use standard quality of materials for the construction of the entire building. The Owner shall have the authority to inspect the quality of the materials if so desired and the Developer shall in no way obstruct the Owner or its Inspector/Agent from making such inspection, at any point / time of such constructions, as may be desired by the Owner.

5.6 The Developer shall be exclusively entitled to the Developer's Allocation and also the Owner's Allocation in the said buildings without in any way disturbing the common facilities situated therein with the exclusive right to deal with, enter into agreements for and transfer the same without any right, claim, demand, interest whatsoever however of the Owner and the Owner or any person or persons lawfully claiming



District Sub-Register-II
Alipore, South 24 Parganas

20 JAN 2020

through the firm shall not disturb the quiet and peaceful possession and enjoyment of the Developer's Allocation and Owner's Allocation.

5.7 The Developer shall have the absolute right and liberty to amalgamate the schedule land along with the adjacent land of other owners if they agreed and in such case the Owner shall not claim any other additional area over and above 38% area as stated herein above.

6.0

ARTICLE VI – COMMON FACILITIES

6.1 All rates and taxes and outgoing if any in respect of the said premises shall be borne and paid in the manner following :-

- a) By the Owner up to the execution of this agreement
- b) During the execution of this project the entire tax shall be paid by the Developer.
- c) After the completion/handover Owner' allocation by the Owner and or by the purchaser's of the Owner' Allocation and remaining area by the developer and or by the purchaser's of the developer's allocation.

6.2 As soon as the Owner' allocation in the new building is complete in habitable condition the Developer shall give written notice to the Owner to take possession of the Owner' Allocation in the said building and from the date of service of such notice and at all times thereafter, the Owner shall be exclusively responsible for payment of all municipal



District Sub-Register-II
Alipore, South 24 Parganas

20 JAN 2020

and property taxes, rates, duties, dues and other statutory outgoings and Imposition whatsoever (hereinafter for the sake of brevity collectively referred to as "the said Rates") payable in respect of the said Owner's allocation. Similarly as and from the said date, the Developer or its nominee or nominees shall be exclusively responsible for payment of all the said rates payable in respect of the Developer's Allocation and the Owner and Developer or the prospective buyers of flats and commercial spaces of Owner's allocation and Developer's Allocation shall also pay proportionate expenses for installation of Generator, Transformer. The Owner shall not have any claim towards realization of cost of Transformer and Generator by the Developer. The said rates are to be apportioned pro rata with reference to the saleable space in the building if they are levied on the building as a whole. The certificate of the Architect in respect of the said building as to its completion in terms hereof and the quality of the materials used therein shall be final and binding on the parties.

6.3 As and from the date of service of the notice of possession the Owner and the Developer shall also be responsible to pay and bear and shall pay the proportionate share in terms and on the same basis hereinabove the service charges for the common facilities in the building payable with respect to their respective allocations, the said charges to include premium for the insurance of the buildings, water, fire and scavenging charges and taxes, light, sanitation maintenance operation and repair and removal charges for bill collection and management of the common facilities, renovation, replacement, repair and the maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical equipment, switch, gear, transformers, generators, pumps, motors, Lift



District Sub-Register-II
Alipore, South 24 Parganas

20 JAN 2020

and other electrical and mechanical installations appliances and equipments, stairways, corridors, passage ways, pathways and other common facilities whatsoever including creation of a sinking fund, certificates of the Architect in respect of the said building as to its completion in terms hereof and the quality shall be final and binding on the parties.

7.0

ARTICLE VII – MISCELLANEOUS

7.1 The Owner and the Developer have entered into this Agreement purely on a principal to principal basis and nothing stated herein shall be deemed or construed as a Partnership between the Developer and the Owner nor shall the Developer and the Owner in any manner constitute an Association of Persons.

7.2 It is understood that from time to time to enable the construction of the building by the Developer various acts, deeds, matters, and things not herein specifically referred to may be required to be done by the Developer for which the Developer may require the authority of the Owner and various applications and other documents may be required legally to be signed or made by the Owner relating to which no specific provisions has been made herein. The Owner hereby authorizes the Developer to do all such acts, being required by the Developer in this behalf to execute any such additional power or powers of Attorney and/or his authorization or authorizations as may be legally required by the Developer for the purpose as also undertake to sign and execute all such additional applications and other documents as may be required for the purpose which will be expressly



District Sub-Registrar-II
Alipore, South 24 Parganas

20 JAN 2020

stated herein, shall not in any way prejudice the interests of the Owner detailed hereinbefore.

7.3 The Developer shall be entitled to frame a scheme for the management and administration of the said buildings and/or common parts thereof.

7.4 Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the Owner if delivered by hand against receipt thereof or sent by prepaid registered post at the address given herein above and shall likewise be deemed to have been served on the Developer if delivered by hand against receipt thereof or sent by prepaid registered post to office of the Developer, at the address given hereinabove.

7.5 Be it mentioned here that during the construction of the building and till the Developer's share of allocation is fully disposed of, the Developer shall always remain as the Owner of the entire structural area in the proposed new building as would be constructed by the Developer by its own costs and expenses and after handing over vacant possession of the Owner's Allocation, the Ownership of the Owner will automatically change to the extent that the Owner will be the Owner of structural area of its allocation together with undivided proportionate share of land attributable to the said structural area and in consideration of which the Owner or its duly authorized Attorney shall sell, convey and transfer the remaining undivided proportionate share of land either to the Developer or to its nominee or nominees being the intending purchaser or purchasers of flats/spaces without taking any



District Sub-Registrar-II
Alipore, South 24 Parganas

20 JAN 2020

other or further consideration save and except the Owner's allocation either from the Developer or from its nominee or nominees.

8.0

ARTICLE VIII - MUTUAL OBLIGATIONS

8.1. The Developer undertakes that it will complete the building within the time stipulated hereinabove except the circumstances beyond its control.

8.2 The Owner covenant with the Developer that in case the project is neglected, delayed or otherwise fails due to breach of contract and/or default on the part of the Owner, then in that event, the developer shall be entitled to compensation for all expenses incurred by it which would be assessed by the Engineers to be appointed therefore by the Developer.

8.3 If the Owner fails and or neglects to pay such refundable advance to the Developer within 15 days from the date of receipt of written intimation from the Developer asking the owner to take possession of Owner's allocation in that event for the purpose of recovery and or realization of the said advance an area of flat measuring more or less 1923 sq. ft. built up area out of Owner's allocation shall remain as charge in favour of the Developer.

8.4 The Owner undertake not to transfer, mortgage, charge or lease in any way or encumber the said land or property which is the subject matter of this Agreement in any manner whatsoever during the subsistence of this Agreement but the Developer shall have the right and liberty to mortgage and or create charge in respect of undivided



District Sub-Register-II
Alipore, South 24 Parganas

20 JAN 2020

proportionate share of land attributable to the Developer's and Owner's share of allocation before any nationalized bank or private bank but in such cases the Owner shall not be financially liable or responsible and if required the Owner shall sign in necessary papers and document to that effect.

8.5 The Owner has this day handed over all original documents related to the properties to the Developer against proper receipt's and all such original papers will be handed over by the Developer to the Secretary/President of association to be formed by the Developer who will take the management and maintenance of the building.

8.6 The parties hereto shall not use or permit to use their respective allocation in the new building or buildings or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazard to the other occupiers of the new building or buildings save and except for residential purpose only.

8.7 Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent and/or permission from appropriate authorities.

8.8 The parties shall abide by all laws, Bye-laws, Rules and Regulations of the Government, Local Bodies statutory authorities as the case may be and shall attend to answer and be responsible for any deviation violation and / or breach of any of the said laws, Bye laws, Rules and Regulations.



District Sub-Register-II
Alipore, South 24 Parganas

20 JAN 2020

8.9 The respective allottees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the new building or buildings in good working condition and repair and in particular so as not to cause any damage to the new building or buildings or any other space or accommodation therein and shall keep other occupiers of the building indemnified from and against the consequences of any breach.

8.10 The parties hereto shall not do or cause or permit to be done any act or thing which may render void and voidable any insurance of the new building or any part thereof and shall keep the Developer and other occupiers of the said building harmless and indemnified from and against the consequences of any breach.

8.11 No goods or other items / materials shall be kept by the Owner or by the Developer for display or otherwise in the corridors or other places of the common use in the new building or buildings and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the new building or buildings and in case any such hindrance is caused the Developer or the Executor, as the case may be shall be entitled to remove the same at the risk and cost of the other.

8.12 Neither party shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the new building or buildings or in the compounds corridors or any other portion or portions of the new building or buildings.



District Sub-Register-II
Alipore, South 24 Parganas

20 JAN 2020

8.13 The Owner shall permit the Developer and its servants and agents with or without workmen and others at all reasonable times, to enter into and upon the Owner's allocation and every part thereof for the purpose of maintenance or repairing any part of the new building and / or for the purpose of repairing maintaining re - building cleaning lighting and keeping in order and good condition any common facilities and / or for the purpose of pulling down maintaining repairing and testing drains, gas and water pipes and electric wires and for any similar purposes.

8.14 As and from the date of completion of the new building or buildings, the Developer and / or its transferees and the Owner and/or transferee / transferees shall each be liable to pay and bear proportionate charges on account of installation of Transformer, generator , common expenses, and shall also pay GST and other taxes payable in respect thereof if any,

8.15 Be it clearly mentioned here that in case of death of either of the parties in this instrument this instrument shall not be cancelled and or revoked but shall remain valid between the legal heirs of the deceased and surviving parties.

9.0

ARTICLE IX – FORCE MAJEURE

9.1 The parties hereto shall not be considered to be liable for any collection hereunder to the extent of the performance of the relative obligations prevented by the existence of the Force Majeure and shall be suspended from the obligation during the duration of force Majeure.



District Sub-Register-II
Alipore, South 24 Parganas

20 JAN 2020

9.2 Force Majeure clauses herein shall not be treated as default and the Developer's obligations and covenants will be suitably extended under the Force - Majeure clause. "Force - Majeure" shall include natural calamities, Act of God, Flood, Tidal waves, earthquake, riot, war, storm, tempest, fire, civil-commotion, air-raid, transport strike, notice or prohibitory order from Rajpur - Sonarpur Municipality or any other statutory body or any Court, Receiver, Government Regulations, new and/or changes in any Municipal or other rules, laws or policies effecting or likely to affect the project or any part or portion thereof.

10. **ARTICLE X - ARBITRATION:**

10.1 The parties to this agreement have agreed that all disputes touching upon or arising out of this agreement including interpretation of any of the clauses of this agreement, the respective rights and obligations on the part of any party shall be amicably resolved by mutual discussions before being referred to arbitration.

ARTICLE - XI - JURISDICTION

The High Court at Calcutta and courts sub - ordinate thereto shall exclusively have jurisdiction to entertain try and determine all actions, suits, and proceedings arising out of these present between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

SCHEDULE - I

ALL THAT piece and parcel of Bastu land measuring more or less 13 Thirteen Cottahs 4 Four Chittaks be the same a little more or less along



District Sub-Registrar-II
Alipore, South 24 Parganas

20 JAN 2020

with Tine Shed structure standing thereon measuring an area 1200 Sq.Ft. lying and or situate at Mouza- Panchpota, J.L. No. 42, R.S. No. 11, Touzi No. 150, Pargana – Medan Molla, comprised in C.S. Khatian No. 36, appertaining to C.S. Dag No.157, corresponding to R.S Khatian No. 43, R.S. Dag No.174, L.R. Khatian No. 3080, L.R. Dag No. 194, under P.S. Narendrapur, Sub Registry office - previously Sonarpur, at present Mahamyapur, Now being known and numbered as Premises/Holding No. 2399, Panchpota, under the local jurisdiction of Rajpupr Sonarpur Municipality, Ward No. 3, in the District of 24 Parganas (S), which is more specifically delineated in the site sketch map or plan depicted with Red border line attached hereto and which is butted and bounded as follows:-

ON THE NORTH: Partly by Scheme Plot No. 6 and Partly Private Passage.
ON THE SOUTH: Scheme Plot No.3.
ON THE EAST: Part of R. S. Dag No. 176.
ON THE WEST: 30' Wide Municipal Road. (Panchpota)

SCHEDULE – II

Details of fixtures, fittings, standard materials etc. to be provided in the Owner' Allocation :-

- A. Number of Floors : G +4 Storied
- B. General: The Building shall be R.C.C. Framed Structure as per Design of the Architect.
- C. Brick Wall: All exterior brick work shall be 8" thick with C.M. (1:6) all partitions shall be 5" & 3" thick with brick in C.M. (1:4)



District Sub-Registrar-II
Alipore, South 24 Parganas

20 JAN 2020

- D. Flooring, Skirting: All Rooms, Verandah, Kitchen laid with Tiles with skirting. In toilets Tiles flooring and 6" high Glazed tiles at walls. In Kitchen Tiles Flooring and 2' high glazed tiles over table top.
- E. Plaster: The outside of the building will have plaster $\frac{3}{4}$ " thick (average) whereas the inside and ceiling plaster will be $\frac{1}{2}$ " thick (average).
- F. Doors & Windows: Commercial Flush Door. Aluminum window with glass fitting.
- G. Plaster of parish: POP / Putty to be provided at Bed Rooms, Living and Verandah.
- H. Toilets : On Bath
One EWC commode or Orissa type Pan. Shower. Basin. Three Tap.
- I. Kitchen: Black Stone table top to be provided at kitchen. One Steel Sink. One Tap.
- J. Staircase: Stair floor will be Tiles & Stair case room will be provided with Aluminum window for light and ventilation as per design of the Architect.
- K. Roof: 1"(average) Thick I.P. on roof will be provided over Roof. 3' high parapet wall will be provided all round the roof slab. With Suitable U. P.V.C. rain water pipe.
- L. Electricity Installation: Separate meter for each flat (extra cost). 2 light points, one fan point and two plug point in drawing/dining. One fan point, 2 light points and two plug point in bedroom. One light point each in toilet & kitchen. one plug point for geyser in common toilet and plug point for aqua guard. One 15 Amp. Plug point in living room. All wiring will be as per Existing regulation.



District Sub-Registrar-II
Alipore, South 24 Parganas

20 JAN 2020

M. Water Supply: Overhead reservoir will be provided at roof. Suitable electrical pump with motor will be installed at ground floor to deliver water to overhead reservoir.

N.B. If the Owner wants to make any additional works over and above the works specification as mentioned hereinabove, the Purchaser shall inform the Developer in writing with list of Additional Works and such additional costs shall be paid in advance.

THE SCHEDULE III ABOVE REFERRED TO
(OWNERS' ALLOCATION)

ALL THAT Owner' Allocation shall mean 38% (Thirty Eight) of complete constructed area in the new building consisting of several flats, shops, and car - parking spaces together with undivided proportionate share of land and undivided interest in the common areas in the said new building at the said premises will be treated as Owner share of allocation in lieu of entire land of the Owner at the said premises.

THE SCHEDULE IV ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

Developer's Allocation shall mean the remaining **62% (Sixty Two)** percent of complete constructed area or any additional area in the new building consisting of several flats, shops, and car - parking spaces together with undivided proportionate share of land and undivided interest in the common areas in the said new building at the said premises will be treated as Developer's share of allocation .



District Sub-Register-II
Alipore, South 24 Parganas

20 JAN 2020

THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON EASEMENT)

1. The clear un-interruption right of access in common with the Owner and/or Owner and/or other occupiers of the said buildings of all times and for all purpose connected with the use and enjoyment of the staircase, generator, electrical installations, landings, lobbies, common toilets, main gate of the buildings and premises roof, terrace, the passage leading to the building and staircase save and except the uncovered car parking spaces in the passage. The right way in the common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said flat / unit over and along with the drive way and pathway comprised in the said building.

2. The right of protection of the said flat / unit by or from all parts of the building so far they now protect the same.

3. The right of passage in common as aforesaid electricity and soil from and to the said flat / unit through out pipes, drains, wires and conduits or being in under through or over the said building and premises so far purpose of rebuilding, repainting or cleaning any parts of the said flat / unit in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

1. The expenses for maintenance, operating while washing painting, repairing, changing or replacing or shifting, redecorating and



District Sub-Registrar-II
Alipore, South 24 Parganas

20 JAN 2020

cleaning, lighting of all common bath rooms, the outer walls of the buildings parking space, boundary walls, staircase, roof, Lift, foundation wall, main gate landings ,underground water reservoir, overhead Tank and sanitary pipes, gas pipes etc. and all other spaces and installations for common use.

2. Cost of periodically inspecting servicing maintaining and ensuring if any stand by electrical and mechanical equipments and other plants machinery in the building.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(COMMON AREAS AND AMENITIES, FACILITIES)

1. Land on which the building is located and all easements rights, and appurtenances belonging to the said land and the building.
2. Staircase, Staircase Landings and lift landings on all floors.
3. Lift well, Lift room, Lift plant installation.
4. Care taker's room.
5. Common passage and lobby on the ground floor excepting for parking space area if any
6. Water pump, water tank, water pipes and other common plumbing installations.
7. Electrical Transformer, electrical wiring, meter room , generator and fittings.
8. Water and sewerage evacuation pipes from the Units to drains and sewers common to the building.
9. Drainage, sewers and pipes from the building to the Rajpur - Sonarpur Municipal drainage.
10. Pump room (if any).



District Sub-Registrar-II
Alipore, South 24 Parganas


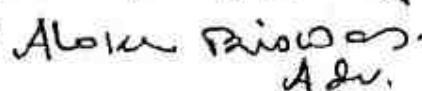
20 JAN 2020

11. Boundary walls and main gates
12. Ventilation duct
13. Such other common parts, areas, equipment, installations, fixtures, fittings and spaces in or about the said building as are necessary for passage to user and occupancy of the unit in common and as are specified by the Developer expressly to be the common parts construction of the building.

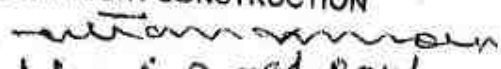
IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seal the day, month and year first above written.

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:

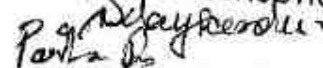
WITNESSES:

1. 
Gautam Chatterjee
81, Dhakuria Kavibari Lane,
Kolkata - 700039, P.S. Lake.
2. 
Alok Biswas
Alipore Court
1207-22

EVER RIGHT CONSTRUCTION

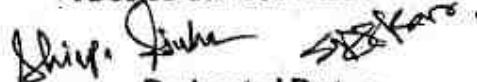

Nani Gopal Paul
Partner

EVER RIGHT CONSTRUCTION


Partner

SIGNATURE OF THE OWNER

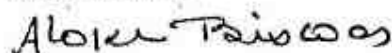
Adonis Riviere LLP


Designated Partner

SIGNATURE OF THE DEVELOPER

Drafted & Prepared From the Office of:

Aloke Biswas



Advocate

Alipore Police Court, Kolkata - 700027

Enrolment No. WB - 135 / 2003



District Sub-Registrar-II
Alipore, South 24 Parganas

20 JAN 2020

Money Receipt

Received a sum of **Rs. 50,00,000/-** (Rupees Fifty Lakh Only) being the refundable advance of and from within named Developer in the manner as follows:-

MEMO:

By way of RTGS: Rs. 30,00,000/-

RTGS No: ICICR52019112700789581

ICICI Bank, Golpark Branch,

Date: 27-11-2019.

By way of RTGS / Online Transfer: Rs. 20,00,000/-

ICICI Bank, Golpark Branch,

Date: 20-01-2020.

Total: Rs. 50,00,000/-

Rupees Fifty Lakh Only

WITNESSES:

1.

EVER RIGHT CONSTRUCTION

Manigopal Paul
Partner

Alake Biswas
Son

EVER RIGHT CONSTRUCTION

Debabrata
Partner

SIGNATURE OF THE OWNER

2.

Goutam Chatterjee

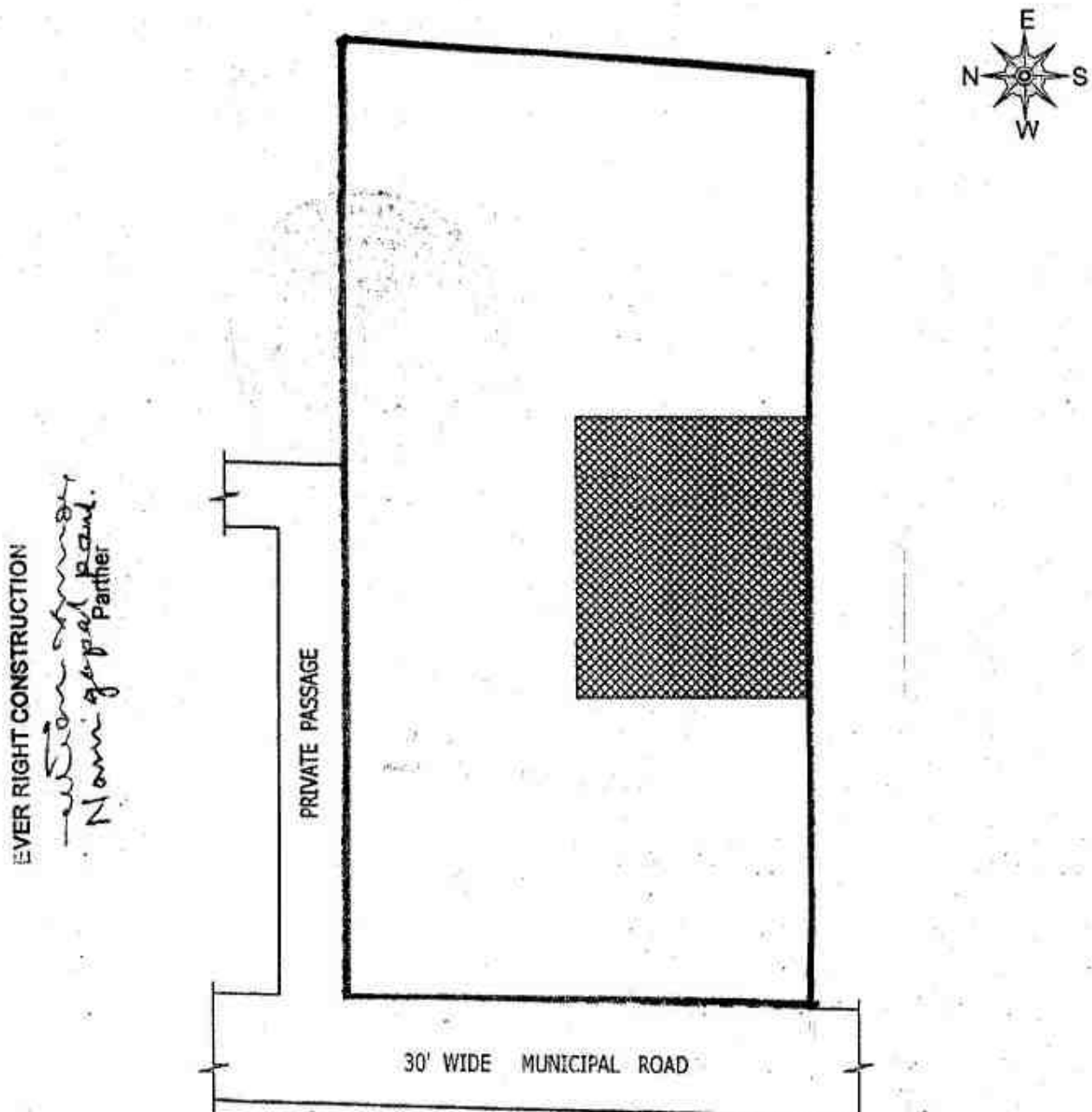


District Sub-Registrar-II
Alipore, South 24 Parganas

20 JAN 2020

SITE PLAN OF LAND AT MOUZA – PANCHPOTA, R.S. DAG NO. 174, R.S KHATIAN NO. 43, L.R. DAG NO. 194, L.R. KHATIAN NO. 3080, J.L. NO. 42, TOUZI NO. 150, UNDER RAJPUR - SONARPUR MUNICIPALITY, WARD NO – 3, PREMISES/HOLDING NI NO 2399 PANCHPOTA P.S – NARENDRAPUR, DISTRICT – 24 PARGANAS (S).

AREA OF LAND – 13K 04 CH- 00 Sq.Ft.



EVER RIGHT CONSTRUCTION
Nandi gopal Pant
Partner

SIGNATURE OF THE OWNER

Adonis Riviere LLP
Shree Kumar S. B. K. S.
Designated Partner

SIGNATURE OF THE DEVELOPER



District Sub-Registrar-II
Alipore, South 24 Parganas

20 JAN 2020



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

Name UTTAM KUNDU

Signature Uttam Kundu



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

Name NANI GOPAL PAUL

Signature Nani gopal paul.



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

Name PARTHA DEY

Signature Partha Dey



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

Name NILOY KUNDU

Signature Niloy Kundu



District Sub-Register-II
Alipore, South 24 Parganas

20 JAN 2020



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

Name SUMAN DEB SARKAR

Signature S.D. Sarkar



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

Name SHILPA SINHA

Signature Shilpa Sinha

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

Name

Signature

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

Name

Signature



District Sub-Register-II
Alipore, South 24 Parganas

20 JAN 2020

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

GRN: 192019200156175101

Payment Mode Online Payment

GRN Date: 18/01/2020 12:07:57

Bank : ICICI Bank

BRN : 45078071

BRN Date: 18/01/2020 12:09:25

DEPOSITOR'S DETAILS

Id No. : 16020000085029/6/2020

[Query No./Query Year]

Name : ADONIS RIVIERE LLP

Contact No. : Mobile No. : +91 8013886722

E-mail :

Address : 2088 Rashbehari Avenue Kolkata 700029

Applicant Name : Mr Aloke Biswas

Office Name :

Office Address :

Status of Depositor : Others

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 6

PAYMENT DETAILS

| Sl. No. | Identification No. | Head of A/C Description | Head of A/C | Amount (₹) |
|---------|-----------------------|--|--------------------|------------|
| 1 | 16020000085029/6/2020 | Property Registration- Stamp duty | 0030-02-103-003-02 | 39021 |
| 2 | 16020000085029/6/2020 | Property Registration- Registration Fees | 0030-03-104-001-16 | 50053 |

Total

89074

In Words : Rupees Eighty Nine Thousand Seventy Four only



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS
Central Registration Centre

Form 16

[Refer Rule 11(3) of the Limited Liability Partnership Rules, 2009]
CERTIFICATION OF INCORPORATION

LLP Identification Number: **AAQ-5305**

It is hereby certified that ADONIS RIVIERE LLP is incorporated pursuant to section 12(1) of the Limited Liability Partnership Act, 2008.

Given under my hand at Manasar this Thirteenth day of September Two thousand nineteen.



JHABBOO RAM MEENA

ASST. REGISTRAR OF COMPANIES

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the LLP on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the LLP can be verified on www.mca.gov.in

Mailing Address as per record available in Registrar Office:

ADONIS RIVIERE LLP

208/0, Rash Behari Avenue, Kolkata, Kolkata, Kolkata, West Bengal, 700029, India



Major Information of the Deed

| | | | |
|--|--|---|------------|
| Deed No : | I-1602-00495/2020 | Date of Registration | 20/01/2020 |
| Query No / Year | 1602-0000085029/2020 | Office where deed is registered | |
| Query Date | 15/01/2020 9:58:30 PM | D.S.R. - I SOUTH 24-PARGANAS, District: South 24-Parganas | |
| Applicant Name, Address & Other Details | Aloke Biswas Allpore Police Court,Thana : Allpore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9748887252, Status :Advocate | | |
| Transaction | Additional Transaction | | |
| [0110] Sale, Development Agreement or Construction agreement | [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 50,00,000/-] | | |
| Set Forth value | Market Value | | |
| | Rs. 1,93,07,507/- | | |
| Stamp duty Paid(SD) | Registration Fee Paid | | |
| Rs. 40,021/- (Article:48(g)) | Rs. 50,053/- (Article:E, E, B, M(b), H) | | |
| Remarks | Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area) | | |

Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Panchpota Road, Mouza: Panchapota, , Ward No: 3 JI No: 42, Pin Code : 700152

| Sch No | Plot Number | Khatian Number | Land Use Proposed | Land Use ROR | Area of Land | Set Forth Value (In Rs) | Market Value (In Rs) | Other Details |
|---------------|-------------|----------------|-------------------|--------------|-------------------|-------------------------|----------------------|---------------------------------|
| L1 | LR-194 | LR-3080 | Bastu | Bastu | 13 Katha 4 Chatak | | 1,89,47,507/- | Width of Approach Road: 30 Ft., |
| Grand Total : | | | | | 21.8625Dec | 0 /- | 189,47,507 /- | |

Structure Details :

| Sch No | Structure Details | Area of Structure | Set forth Value (In Rs) | Market value (In Rs) | Other Details |
|---|-------------------|-------------------|-------------------------|----------------------|---------------------------|
| S1 | On Land L1 | 1200 Sq Ft. | 0/- | 3,60,000/- | Structure Type: Structure |
| Gr. Floor, Area of floor : 1200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete | | | | | |
| Total : | | 1200 sq ft | 0 /- | 3,60,000 /- | |

Land Lord Details :




| SI No | Name, Address, Photo, Finger print and Signature |
|-------|---|
| 1 | EVER RIGHT CONSTRUCTION 2, Sibdas Bhaduri Road, P.O:- Shyambazar, P.S:- Shyampur, District:-Kolkata, West Bengal, India, PIN - 700004, PAN No.: AACF1504B, Aadhaar No Not Provided by UIDAI, Status : Organization, Executed by: Representative, Executed by: Representative |



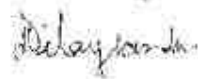








Developer Details :



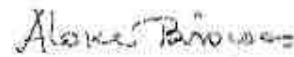
| Sl No | Name,Address,Photo,Finger print and Signature |
|-------|---|
| 1 | ADONIS RIVIERS LLP 208/8, Rashbehari Avenue, P.O:- Ballygunge, P.S:- Garhahat, District:-South 24-Parganas, West Bengal, India, PIN - 700029 , PAN No.:: ABPFA9301C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative |

Representative Details :

| Sl No | Name,Address,Photo,Finger print and Signature | | | |
|--|---|---|---|---|
| 1 | Name | Photo | Finger Print | Signature |
| | Shri Uttam Kundu Son of Late Kanai Lal Kundu Date of Execution - 20/01/2020, , Admitted by: Self, Date of Admission: 20/01/2020, Place of Admission of Execution: Office |  |  |  |
| | | Jan 20 2020 12:48PM | LTI 20/01/2020 | 20/01/2020 |
| Aa-42, Salt Lake City, P.O:- Bidhan Nagar, P.S:- Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AFVPPK2386P, Aadhaar No: 41xxxxxxxx5361 Status : Representative, Representative of : EVER RIGHT CONSTRUCTION (as partner) | | | | |
| 2 | Name | Photo | Finger Print | Signature |
| | Shri Nani Gopal Paul Son of Late Paresh Chandra Paul Date of Execution - 20/01/2020, , Admitted by: Self, Date of Admission: 20/01/2020, Place of Admission of Execution: Office |  |  |  |
| | | Jan 20 2020 12:46PM | LTI 20/01/2020 | 20/01/2020 |
| Bb-171, Salt Lake City, P.O:- Bidhannagar, P.S:- Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AFVPP4204R, Aadhaar No: 72xxxxxxxx4328 Status : Representative, Representative of : EVER RIGHT CONSTRUCTION (as partner) | | | | |
| 3 | Name | Photo | Finger Print | Signature |
| | Shri Partha Dey Son of Shri Ashim Kumar Dey Date of Execution - 20/01/2020, , Admitted by: Self, Date of Admission: 20/01/2020, Place of Admission of Execution: Office |  |  |  |
| | | Jan 20 2020 12:47PM | LTI 20/01/2020 | 20/01/2020 |
| AA-42salt Lake City, P.O:- Bidhannagar, P.S:- Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AFTPD7027E, Aadhaar No: 91xxxxxxxx5720 Status : Representative, Representative of : EVER RIGHT CONSTRUCTION (as partner) | | | | |

| 1 | Name | Photo | Finger Print | Signature |
|--|---|--|--|---|
| | Shri Nilay Kundu Son of Shri Ramesh Chandra Kundu Date of Execution - 20/01/2020, , Admitted by: Self, Date of Admission: 20/01/2020, Place of Admission of Execution: Office |  Jan 20 2020 12:48PM |  LTI 20/01/2020 |  20/01/2020 |
| 79/10, K.K. Majumder Road, P.O:- SANTOSH PUR, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700075, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFXPK7489M, Aadhaar No: 56xxxxxxxx0698 Status : Representative, Representative of : EVER RIGHT CONSTRUCTION (as partner) | | | | |
| 5 | Name | Photo | Finger Print | Signature |
| | Mr Suman Deb Sarkar (Presentant) Son of Late Arun Deb Sarkar Date of Execution - 20/01/2020, , Admitted by: Self, Date of Admission: 20/01/2020, Place of Admission of Execution: Office |  Jan 20 2020 12:44PM |  LTI 20/01/2020 |  20/01/2020 |
| 44/C, Netaji Subhas Road, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADSPD9719Q, Aadhaar No: 68xxxxxxxx5961 Status : Representative, Representative of : ADONIS RIVIERS LLP (as Designated Partner) | | | | |
| 6 | Name | Photo | Finger Print | Signature |
| | Miss Shilpa Sinha Daughter of Shri Subhasish Sinha Date of Execution - 20/01/2020, , Admitted by: Self, Date of Admission: 20/01/2020, Place of Admission of Execution: Office |  Jan 20 2020 12:43PM |  LTI 20/01/2020 |  20/01/2020 |
| 26/1B, Gariahat Road South, P.O:- Dhakuria, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700031, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: DIOPS4420M, Aadhaar No: 80xxxxxxxx0023 Status : Representative, Representative of : ADONIS RIVIERS LLP (as Designated Partner) | | | | |

Identifier Details :

| Name | Photo | Finger Print | Signature |
|--|---|---|---|
| Mr Aloke Biswas Son of Mr Atul Chandra Biswas Alipore Police Court, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027 |  20/01/2020 |  20/01/2020 |  20/01/2020 |
| Identifier Of Shri Uttam Kundu, Shri Nani Gopal Paul, Shri Partha Dey, Shri Nilay Kundu, Mr Suman Deb Sarkar, Miss Shilpa Sinha | | | |



| Transfer of property for L1 | | |
|-----------------------------|-------------------------|--|
| Sl.No | From | To. with area (Name-Area) |
| 1 | EVER RIGHT CONSTRUCTION | ADONIS RIVIERS LLP-21.8625 Dec |
| Transfer of property for S1 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | EVER RIGHT CONSTRUCTION | ADONIS RIVIERS LLP-1200.00000000 Sq Ft |

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Panchpota Road, Mouza: Panchapota, , Ward No: 3 JI No: 42, Pin Code : 700152

| Sch No | Plot & Khatian Number | Details Of Land | Owner name in English as selected by Applicant |
|--------|--|--|--|
| L1 | LR Plot No:- 194, LR Khatian No:- 3080 | Owner:মেমার্স এভার রাইট কনস্ট্রাকশন .. Gurdian:পক্ষে-অংশীদারগণ , Address:2, শিবদাস ভাদুড়ী রোড, কোল-700004. , Classification:ভাসা, Area:0.22000000 Acre, | EVER RIGHT CONSTRUCTION |



On 17-01-2020

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 1.93,07,507/-

S-A

Samar Kumar Pramanick
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 20-01-2020

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.

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

Presented for registration at 12:23 hrs on 20-01-2020, at the Office of the D.S.R. - I | SOUTH 24-PARGANAS by Mr Suman Deb Sarkar .

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

Execution is admitted on 20-01-2020 by Shri Uttam Kundu, partner, EVER RIGHT CONSTRUCTION (Partnership Firm), 2, Sibdas Bhaduri Road, P.O:- Shyambazar, P.S:- Shyampukur, District:-Kolkata, West Bengal, India, PIN - 700004

Identified by Mr Aloke Biswas, . . Son of Mr Atul Chandra Biswas, Alipore Police Court, P.O: Alipore, Thana: Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 20-01-2020 by Shri Nani Gopal Paul, partner, EVER RIGHT CONSTRUCTION (Partnership Firm), 2, Sibdas Bhaduri Road, P.O:- Shyambazar, P.S:- Shyampukur, District:-Kolkata, West Bengal, India, PIN - 700004

Identified by Mr Aloke Biswas, . . Son of Mr Atul Chandra Biswas, Alipore Police Court, P.O: Alipore, Thana: Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 20-01-2020 by Shri Partha Dey, partner, EVER RIGHT CONSTRUCTION (Partnership Firm), 2, Sibdas Bhaduri Road, P.O:- Shyambazar, P.S:- Shyampukur, District:-Kolkata, West Bengal, India, PIN - 700004

Identified by Mr Aloke Biswas, . . Son of Mr Atul Chandra Biswas, Alipore Police Court, P.O: Alipore, Thana: Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 20-01-2020 by Shri Nilay Kundu, partner, EVER RIGHT CONSTRUCTION (Partnership Firm), 2, Sibdas Bhaduri Road, P.O:- Shyambazar, P.S:- Shyampukur, District:-Kolkata, West Bengal, India, PIN - 700004

Identified by Mr Aloke Biswas, . . Son of Mr Atul Chandra Biswas, Alipore Police Court, P.O: Alipore, Thana: Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 20-01-2020 by Mr Suman Deb Sarkar, Designated Partner, ADONIS RIVIERS LLP (LLP), 208/8, Rashbehari Avenue, P.O:- Ballygunge, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700029

Identified by Mr Aloke Biswas, . . Son of Mr Atul Chandra Biswas, Alipore Police Court, P.O: Alipore, Thana: Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 20-01-2020 by Miss Shilpa Sinha, Designated Partner, ADONIS RIVIERS LLP (LLP), 208/8, Rashbehari Avenue, P.O:- Ballygunge, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700029

Identified by Mr Aloke Biswas, . . Son of Mr Atul Chandra Biswas, Alipore Police Court, P.O: Alipore, Thana: Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate



Payment of Fees

Certified that required Registration Fees payable for this document is Rs 50,053/- (B = Rs 50,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 50,053/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 18/01/2020 12:09PM with Govt. Ref. No: 192019200156175101 on 18-01-2020, Amount Rs: 50,053/-,
Bank: ICICI Bank (ICIC0000006), Ref. No. 45078071 on 18-01-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 1,000/-, by online = Rs 39,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 084006, Amount: Rs.1,000/-, Date of Purchase: 17/01/2020, Vendor name: S CHANDA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 18/01/2020 12:09PM with Govt. Ref. No: 192019200156175101 on 18-01-2020, Amount Rs: 39,021/-,
Bank: ICICI Bank (ICIC0000006), Ref. No. 45078071 on 18-01-2020, Head of Account 0030-02-103-003-02



Samar Kumar Pramanick
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2020, Page from 26114 to 26176
being No 160200495 for the year 2020.



S-a

Digitally signed by SAMAR KUMAR
PRAMANICK
Date: 2020.01.21 19:00:05 +05:30
Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 2020/01/21 07:00:05 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)