

পশ্চিমবঞ্জ पश्चिम बंगाल WEST BENGAL ৪ NO . 134-506 7/2018

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THIS AGREEMENT made this 7th day of Septement, Two Thousand Eighteen BETWEEN AAR ESS HOMES PRIVATE LIMITED (PAN-AACCA2602B), a Private Limited Company and is an existing Company within the meaning of the Companies Act, 2013 and having its office at 16, Rameshwar Malia 1st Bye Lane, P.S.-Howrah, District Howrah-711101, represented by

AWANI KUMAR ROY

Advocate

10, Kiron Shankar Roy Road, 1st Floor, Kolkata-700 001

6 SEP 2018

SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. School Road Road

1- 6 SEP 2018

COOR



its Director MR. NIKUNJ BIDWATKA (PAN - AUNPB4702F), son of Sri Raman Kumar Agarwal, by faith-Hindu, by occupation - Business, residing at 156C, Maniktala Main Road, P.O. Kankurgachi, P.S. - Phoolbagan, Kolkata - 700 054, hereinafter referred to as the OWNER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors-in-interest and assigns) of the ONE PART.

AND

M/S. EVER BLINK HI-RISE PVT. LTD. (PAN-AAECE0372L), a Private Limited Company and is an existing Company within the meaning of the Companies Act, 2013 and having its office at Premises No. 227, A.J.C. Bose Road, Kolkata – 700 020, represented by its Director MRS. MAMTA BIDAWATKA (PAN – ADUPB6329G), wife of Raman Kumar Agarwal, by faith-Hindu, by occupation – Business, residing at 156C, Maniktala Main Road, P.O. Kankurgachi, P.S. – Phoolbagan, Kolkata–700054, hereinafter 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 successors, successors-in-interest and assigns) of the OTHER PART.

WHEREAS:

A. The Owner herein namely Aar Ess Homes Pvt. Ltd., is the Owner of All That total 65 Decimals Bastu Land together with structures standing thereon i.e. 11 Decimals land in R.S. Dag No. 388 & L.R. Dag No. 655, 1 Decimal in R.S. Dag No. 700 & L.R. Dag No. 659, 7 Decimals land in R.S. Dag No. 703 & L.R. Dag No. 658 and 46 Decimals land in R.S. Dag No. 704 & L.R. Dag No. 669 and is also the sole and absolute Owners of All

That 5 Decimals Doba of R.S. Dag NO. 709 & L.R. Dag No. 657, all under present L.R. Khatian No. 1594 within Mouza-Mirjapur, J.L. No. 26, P.S. Sankrail, District - Howrah, morefully described in the Schedule hereunder.

- B. A brief history of the Title of the aforesaid land is mentioned in the Third Schedule written hereunder.
- C. The said Owners namely Aar Ess Homes Pvt. Ltd. had started construction in the aforesaid land in the year 2013-2014 after obtaining the sanction plan from Howrah Municipal Corporation for the construction of various Blocks being A, B, C, D corresponding to Block Nos. (iv), (iii), (ii) and (i) respectively as per the Sanctioned Plan and each block comprising of G+5 storied Commercial, Residential Building on the aforesaid lands.
- D. Consequently, the said Owner is compliance with the sanctioned building plan have till date completed casting of slabs with Brick Work of 70% of the Project, but due to paucity of funds the Owner is not able to make further development and construction work on the aforesaid lands from March, 2018 onwards due to which the Project is still lying incomplete.
- E. The owner herein is desirous to complete the project by developing and constructing the various blocks of multistoried Residential Cum Commercial Complexes, on its aforesaid lands at L.R. Dag Nos. 655, 658, 659, 669(L.R.), R.S. K.H. No. 312233, 592 and 596, L.R. Khatian No. 1594, J.L. No. 26, Mouza Mirzapur P.S.-Sankrail, District Howrah (hereinafter referred to as the said Premises) more fully described in the First Schedule approached the Developer to undertake the

work of development and construction on the said premises in accordance with the plan dated 28.04.2014 sanctioned by the Howrah Municipal Corporation.

- F. The Developer approached the owner to make available to the Developer the said premises on an as is where is basis into enable the Developer to undertake construction erection and completion of a Residential Cum Commercial Complex which the owner has agreed to provide and/or grant subject to the terms and conditions hereinafter appearing.
- G. The Developer and Owner are now desirous to construct and complete the various blocks of Residential Cum Commercial Buildings in the said premises for which it is agreed that the Developer will develop the said premises in accordance with law and as per sanctioned plan and on the term and conditions as will appear hereinafter.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

In these presents unless contrary and/or repugnant thereto the following expression shall have the following meaning:

- 1.1 ARCHITECT shall mean the person or persons who may be appointed by the Developer for designing and planning of the said Project.
- 1.2.1 COMMON FACILITIES AND AMENITIES shall mean and include all areas and utilities in the said Project which has not been specifically allotted or sold and shall be common for all

the Unit holders and all its expenses including those in maintenance, operation, repairing, renovating, painting, rebuilding, reconstructing, decorating, replacing and administration shall be borne by the owner of each individual unit in the complex proportionately.

- 1.3 DEVELOPER shall mean the said M/S. EVER BLINK HI-RISE PVT. LTD. and its successes, successors-in-interest and assigns.
- 1.4 PREMISES shall mean all that piece and parcel of Bastu lands measuring about 65 Decimals more or less together will structures standing thereon together with 5 Decimals of Doba land, all under present L.R. Khatian No.1594 within Mouza Mirjapur, J.L. No. 26, P.S. Sankrail, District Howrah (more fully and particularly mentioned and described in the First Schedule hereunder written).
- 1.5 NEW BUILDING/BUILDINGS shall mean and include the Residential Cum Commercial building or buildings to be constructed erected and completed by the Developer in accordance with the map or plan modified or revised sanctioned/to be sanctioned by Howrah Municipal Corporation on the said Premises or any modification thereof.
- 1.6 OWNER shall mean the AAR ESS HOMES PVT. LTD. and shall mean and include its successors, successors-in-interest and assigns.
- 1.7 OWNERS AND DEVELOPER'S ALLOCATION as per the existing Sanctioned Plan in the name of the Owner herein having the total saleable Super Built Up Area is 91605 Sq.ft.

out of which the Owner allocation will be 57083 Sq.ft.

Super Built Up Area which the Owner is entitled to deal with or Sale the same at its own discretion. The said 57083 Sq.ft. Super Built up area will be treated as Owner's Allocation and the Owner is not entitled to any more area in the said Project (short description of the Owner's allocation area is set out in the Fourth Schedule hereunder written). The Developer will at its own cost will complete the project and the Developer is entitled to 34522 Sq.ft. Super Built Up area, as the Developer's allocation.

- 1.8 PLAN would mean such plan or plans prepared by the Architect for the construction of the Project sanctioned by the Howrah Municipal Corporation together with any modification and/or alterations which may be necessary and/or required.
- 1.9 PROJECT shall mean the Project undertaken by the Developer on the said premises to be constructed erected and completed in the building to have various self-contained units and car parking spaces capable of being held and/or enjoyed independently of each other.
- 1.10 SALABLE SPACE shall mean the all open/covered areas (including land) capable to fetch revenue of the entire area and rights in size, location advantage and market value of the said project and/or Buildings forming part of the said premises available in such part or size or dimension for independent use and occupation and will include the undivided impartible

proportionate share in all common parts, portions, lands areas and facilities after making due provisions for the space required for common facilities and amenities. The Developer will be entitled from all the flat purchaser the cost and deposit for L.T. Line extra deposits, sinking funds, maintenance charges and extra work done.

- 1.11 SPECIFICATION shall mean the specifications required for the purpose of construction of the said Project as may be described by the Architect appointed by the Developer.
- 1.12 TRANSFER with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multistoried Residential building to the Intending purchasers/ Lessee/Tenants.
- 1.13 TRANSFEREE shall mean a person firm, limited company, association of persons to whom any space in the said Project has been transferred.

ARTICLE-II: REPRESENTATIONS AND ASSURANCES BY THE OWNER

2.1 At or before entering into this Agreement the Owner has assured and represented the Developer as follows:-

- That the Owner is the absolute Owner having a clear marketable title of the entirety of the said premises more fully described in the First Schedule hereunder written.
- II. That the said premises more fully described in the First Schedule is free from all encumbrances charges, liens, lispendens, attachments, trusts whatsoever or howsoever.
- III. That the Owner is in uninterrupted and peaceful possession of the said premises without any interruption or disturbance and/or claim from any person and/or persons in any part or portion thereof.
- IV. That the Owner does not hold any excess vacant land within the meaning of the Urban Land Ceiling and regulation Act, 1976.
- V. The Sanction Plan is still valid and the Developer will be entitled to complete construction on the basis of existing plan and/or made the modification Renewal or Revision thereof.
 - VI. The recital as to the title of the owner as well as the various representations as aforesaid are all true and correct.

2.2 Relying on the aforesaid representation of the owner and believing the same to be true the Developer has agreed to enter into this Agreement for Development of the said premises.

ARTICLE-III: (COMMENCEMENT)

- 3.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution hereof.
- 3.2 Unless terminated in the manner as hereinafter appearing or by mutual consent this agreement shall remain in full force and effect until such time the said project is completed.

ARTICLE-IV: GRANT of DEVELOPMENT RIGHTS

4.1 In pursuance of the mutual obligations and also subject to the various terms and conditions herein contained and on the part of the Developer to be paid performed and observed the Owner has agreed to grant the exclusive right of development and exploitation in respect of the said premises unto and in favour of the Developer to undertake development of the said Premises whereby the Developer shall be entitled to undertake the said project and construct erect and complete the building comprising of several self contained units/ apartments/space and car parking spaces to be held and/or enjoyed independently of

each other. The Developer will have full authority and right to own and possess the said premises, all constructed area, complete the Project and handover the Owner's allocation area to the Owner's nominee and sale transfer, hold or possession the balance area.

ARTICLE-V: PLAN PERMISSIONS

- 5.1 For the purpose of undertaking development of the said premises the Developer will cause construction and completion of new building on the said premises as per the sanctioned building plan with such modification in accordance with law and will develop the said premises in accordance with the said sanction and the Developer shall engage and/or appoint Architect, Engineers and other agents for the said purpose and shall make payment of their fees and/or charges.
- 5.2 The Developer will take all steps to obtain all permissions approvals and/or sanctions as may be necessary and/or required and the Owner hereby agree and undertake to sign all papers and/or documents as may be necessary and/or required.

ARTICLE-VI : OBLIGATION OF THE DEVELOPER

- 6.1 The Developer shall:
- i) Install all electricity, gas, water, telecommunications, services and surface and foul water drainage to the premises and shall ensure that the same is connected directly to the mains.

- ii) Serve such notices and enter into such agreements with statutory undertakings or other companies as may be necessary to install the services.
- iii) Give all necessary or usual notices under any statute affecting the demolition and clearance of the premises and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said premises and pay all costs, fees and outgoings incidental to or consequential on, any such notice and indemnify and keep indemnified the Owner from and against all costs charges claims actions suits and proceedings.
- requirement whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the plan (unless done at the instructions of the Owner) and has agreed to keep the Owner save harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.
- v) Remain responsible for any accident and/or mishap taking place while undertaking demolition and/or clearance of the site and also while constructing erecting and completing the said project and/or new building and/or buildings in accordance with the said plan and has agreed to keep the Owner saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.

- vi) Incur all costs charges and expenses for the purpose of constructing erection and completion the said new buildings in accordance with the said plan.
- vii) Not allow any person or encroach nor permit any encroachment by any person and/or persons into or upon the said premises or any part or portion thereof.
- viii) Not expose the Owner to any liability and shall regularly and punctually make payment of the fees and/or persons employed required for development into or upon the said premises or any part or portion thereof.
- Not expose the Owner to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction erection and completion of the said project.
- xi) All Municipal taxes from signing of this agreement till the completion of the project along with the completion certificate from Howrah Municipal Corporation shall be borne by the Developer.

ARTICLE-VII : EFFECTIVE DATE OF COMMENCEMENT OF WORK

7.1 The effective date of commencement of project for the purpose of this agreement shall deemed to be 3 months from the date of the sanction of the plan and the handing over the possession to the Developer. The extra sanction obtained for the purpose

- of further construction if any in future shall not be limited by any time frame.
- 7.2 However this date of commencement of project may be further extended by the owner and developer in mutual consultation.

ARTICLE-VIII : COMPLETION DATE

8.1 Unless prevented by circumstances beyond the control of the Developer and/or circumstances amounting, subject to force majure as hereinafter appearing the said project shall be constructed erected and completed within a period of 48 months from the date of hereof in accordance with the said plan or modified or revised plan with a grace period of 6 months (hereinafter referred to as the COMPLETION DATE) and time in this regard to be treated as the essence of the contract.

ARTICLE-IX : MISCELLANEOUS

- 9.1 The Developer shall be entitled to enter into agreements for sale or lease or any other mode to deal with the unsold area of the Project.
- 9.2 The Owner shall have no liability regarding getting electric, water/drainage, connection to the Premises and it will be sole responsibility of the Developer.
- 9.3 AND IT IS HEREBY EXPRESSLY AGREED BY AND BETWEEN the parties hereto that the Developer shall be entitled to enter into agreements for sale, Deed of Conveyance, Transfer, agreement for lease, tenancy in respect of the unsold area of the Project as well as the extra sanctions obtained by it, in its own name and it will be obligatory for the Owner to be

Confirming Parties in such agreements. The Developer on the basis of the Power of Attorney will sign such agreements for sale, conveyance, transfer, lease, tenancy in respect of the Developer's allocation for and on behalf of the Owner.

- 9.4 It will be obligatory for the Developer also to be confirming party in the documents to be executed by the Owner till the allocation of the Owner's portion is made by the developer. As soon as the owner's portion is allocated by the developer if will not be obligatory for the developer to be confirming party in the documents to be executed by the Owner.
- 9.5 The intending purchaser of the Units/constructed area can create a charge or mortgage of their unit to any Bank or financial Institution or any other party for the consideration amount of their Unit payable to the Owner or Developer as the case may be and the Owner and Developer will sign all paper and declaration in this connection.
- 9.6 The Developer is entitled to obtain the construction loan from any Bank, financial institution, or Private Financer by creating a charge or mortgage of the said project. However it is clear that only Developer will be liable to pay the said loan and the owner will in any way not be responsible to pay the same.
- 9.7 The Developer shall have lien on the undivided share in the Premises and also on the constructed areas in the building for all money paid brought incurred invested and/or introduced by the Developer in relation to this agreement and/or the development of the said Property and constructions of buildings and all connected purposes including obtaining sanction of the building plans and electricity connection and

supply and water connection supply till all the units comprised in the Owners' Allocation is delivered to Owners and the Developer's Allocation are fully transferred by the Developer and the Owners have executed the conveyances transferring the undivided share in Developer's share in the land and constructed area in favour of the Developer or the persons appointed or nominated by the Developer.

- 9.10 The Developer shall have the liberty to advertise and invite buyers, negotiate with the prospective buyers/purchasers and take booking of Developers allocation and rights with or without parking space and other areas and enter into all agreement and other documents for sale and disposal as may be mutually agreed by the Developer with the prospective buyers/purchasers and to receive earnest money or other sums from time to time and/or consideration money and other amounts against such sale and/or disposal and appropriate the same and in case any dispute and/or litigation arises then in all such case the Developer shall indemnify the Owners and the Owners shall in no way be liable and/or responsible for any loss to such Third parties and/or stranger party.
- 9.11 It is expressly agreed that in case any of the purchaser of units, flats and other saleable and constructed areas and rights in and upon the said Premises or any part thereof commits any default or breach of their respective agreement then in such event the Developer shall be at liberty to deal with the said situation and shall be entitled to terminate such agreement and to deal with such units, flats and other saleable and constructed areas and rights of such defaulting purchaser or party in such manner as the Developer may deem fit and

proper.

- 9.12 Each of the parties hereto shall do and execute all further acts, deeds, writings, matters and things as may be reasonably required to carry out and implement the terms and provisions of this Development Agreement.
- 9.13 The incidence of VAT or Service Tax or GST (upon being implemented) or other levy or tax, if and as applicable, will be the obligation of the Purchaser/Lessees/Transferees of units, flats, shops, showrooms and other saleable and constructed areas and rights at the said Premises. In any event the Owners shall not have any responsibility for the same save for the Owners Allocation, if applicable.
- 9.14 Developer to Collect Additional Payments and Deposits: The Developer shall be entitled to collect in respect of the entirety of the New Buildings (including Owner's allocation) Existing Buildings all additional charges, expenses and/or deposits including for corpus deposit, formation of the Maintenance Company, Common Expenses, proportionate Municipal Taxes, supply of electricity, purchase and installation of generator, electric and water supply connections additional work and amenities that may be provided, charges, outpocket expenses and fees payable for changes/ regularization/completion under applicable Rules or provisions.
- 9.15 On and after handing over of Owner's allocation to the owners it is agreed that for convenience, administrative or otherwise, the Developer shall do the following:-

- (i) Form Association/Corporate Body/Bodies for the management, maintenance and otherwise control and regulation of the affairs of each or one or more building /buildings constructed on the said Premises as may be permissible and conveniently possible, or
- (ii) Form a separate ultimate body being either a cooperative housing society or a limited company or an association of apartment holders in respect of the building/s constructed on the said Premises or to form such ultimate body for two or more of the buildings constructed on the said Premises as the Developer may in its absolute discretion thinks fit and proper.
- (iii) To do all other acts, deeds, matters and things for the purpose of developing the said Premises and constructing building/buildings according to the intentions stated in this Development Agreement discretion deem fit.
- 9.16 On and before proportionate handing over of Owner's allocation to the Owners as and when called upon by the Developer to do so, the Owners shall execute, deliver and lodge for registration several Indentures of Conveyance or Transfer in respect of the said Premises or any part thereof in favour of the Developer and/or its nominee/s, including the society, condominium, association and/or company which may be formed of the diverse unit purchasers in the building/buildings to be constructed on the said Premises and the Developer agrees to join in such Conveyance as a Developer / Confirming Party, and for which the Owners shall in no manner be subject to any liability of whatsoever nature

including the stamp duty payable on such documents. The Owners shall not be entitled to any additional consideration for executing Conveyance or Transfer.

- 9.17 This Development Agreement shall not be construed as a partnership and this agreement shall be construed as an agreement between two principals i.e. between the Owners on the one hand and the Developer on the other hand presently for the development of the said Premises and construction and transfer of building/buildings on the terms conditions and consideration herein stated.
- 9.18 Each party shall pay and discharge their respective liabilities and obligations including the capital gains tax/income tax liabilities that may arise or be derived, or received by them. The Owners and the Developer will indemnify and keep indemnified the other from and against any such liability on account of income tax and other liabilities for direct and/or indirect taxes.
- 9.19 It is expressly agreed that the Certificate of the Architects as regards the areas of the flat, the common areas and installations completion etc of the project shall be final conclusive and binding upon the parties hereto.

ARTICLE X : TITLE DEEDS

10. The Owner hereby agrees and undertakes that on signing of this Agreement the owner will hand over all the original documents in respect of the title of the said Premises on accountable receipt and the Developer shall keep the same in safe custody and shall offer the same for inspection and production as and when required by the owner or the intending purchaser of any unit in Project.

ARTICLE XI: OWNER'S OBLIGATIONS

- 11.1 The Owner has agreed:
- To Co-operate with the Developer in all respect for development of the said premises in terms of this agreement.
- To execute all deeds documents and instruments as may be necessary and/or required from time to time.
- iii. For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the Project and/or Building in accordance with the said plan.
- iv. That all disputes/Court Cases/Legal Issues arising in future in respect to the sold inventory of Owner's allocation will be managed and looked after by the Owner at its own costs and efforts.
- v. To execute a General Power of Attorney in favour of the Developer or its nominee and/or nominees to authorize Developer to do all acts Deeds and things and represent the Owner before the various Government or semi Government Authorities and sign all the papers and documents as may be required for the said project as well as sign execute and registered all the Deed, documents for transfer and the same shall remain in force till the

completion of the entire project and completion certificate is obtained.

vi. To execute the Deed of Conveyance/Lease, Agreement and other documents in respect of the Developer's Area in favour of the intending purchaser acquiring units apartments constructed spaces and car parking spaces forming part of the DEVELOPER'S ALLOCATION.

ARTICLE-XII: DEFAULT AND REMINDERS

12. Unless prevented by circumstances beyond its control if the Developer shall commit any default and/or breach of any of the terms and conditions herein contained and on the part of the Developer to be paid performed and observed or in the event of the Developer failing to complete the said project and/or new Buildings within the completion date as herein before recited or after a grace period of six months then and in that event without prejudice to any of the rights claims contentions which the Owner may have against the Developer, the Developer shall be liable and has agreed to pay to the Owner an agreed compensation calculated @ Nationalized Bank interest for the approximate cost of the unfinished work.

ARTICLE - XIII : FORCE MAJURE

13. In case there be any delay in the Developer fulfilling its obligations due to any reasons beyond the control of the Developer, the Developer shall not be liable for any interest or damages therefore.

ARTICLE - XIV : PROCEDURE

14. The Owner shall execute a General Power of Attorney in favour of the Developer and/or its nominee and/or nominee as may be required for the purpose of obtaining necessary permission approvals and sanctions from different authorities in connection with the construction of the said new building and also for pursuing and following up the matter with the Howrah Municipal Corporation, Urban Land (Ceiling and Regulation) Act, 1976, Fire Department, West Bengal Building (Construction and Transfer) by Promoter Act, Pollution and Environment Control Authorities Directorate of Electricity, for obtaining Lift License, Permission for Generator, for obtaining Sewerage connection, Water Electricity Supply and/or modification and charges of the plan and for obtaining the completion and occupancy Certificate and other Authorities and for booking and/or entering into agreement for sale, agreement for lease, tenancy, out of the unsold Project Area.

ARTICLE - XV : BUILDING

- 15.1 The Developer shall at its own costs construct erect and complete the Project on the said premises in accordance with the sanctioned plan as per the specifications of which Owner made part construction with such modification as the Developer may deem fit and proper and the common facilities and amenities hereinbefore mentioned with first class materials as may be certified by the Architect of the said Project and the same shall be completed within the said Completion date.
- 15.2 Subject as aforesaid the decision of the Architect regarding the quality of the materials shall be final and binding between the

parties hereto and the said project will be constructed and completed in accordance with the specifications details whereof are mentioned in the Fourth Schedule hereunder written.

- 15.3 It is made clear that the Owner and/or all unit buyers thereof will pay to C.E.S.C. the Security deposit for L & T connection charges etc. for Electric meter of the their respective portions.
- 15.4 The Developer hereby authorized in the name of the Owner in so far as necessary to apply for and obtain quota entitlement and other allocation of or for obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to the project and other inputs and facilities required for the construction or for the better enjoyment of the building for which purpose the Owner shall execute in favour of the Developer or its nominee or nominees as Power of Attorney and other authorities as shall be required by the Developer. Power of Attorney will remain in force until the Howrah Municipal Corporation or statutory authorities issues of completion Building Certificate and all the conveyances of the various Unit Holder are executed and registered.
- 15.5 The Developer shall at is own costs and expenses and without creating any financial and other liability on the Owner construct and complete the project and various units and/or apartments therein in accordance with the sanctioned building plan and any additional space and any floor to be sanctioned later by Howrah Municipal Corporation and any amendment thereto or modification thereof made or cause to be made by the Developer.

- 15.6 All costs charges and expenses including Architect's structural Engineers' fees shall be discharged by the Developer and the Owner shall bear no responsibility in this context.
- 15.7 The Owner shall not cause any obstruction or interference to the Developer continuing with the construction erection and completion of the said project as well as ensure that no one else claiming any right title interest through or behalf of the Owner will obstruct create any problem or difficulty in such construction.

FIRST SCHEDULE ABOVE REFERRED TO:

with old structures standing thereon having approximately 4000 Square Feet having cemented flooring i.e. 11 Decimals land in R.S. Dag No. 388 & L.R. Dag No. 655, 1 Decimal in R.S. Dag No. 700 & L.R. Dag No. 659, 7 Decimals land in R.S. Dag No. 703 & L.R. Dag No. 658 and 46 Decimals land in R.S. Dag No. 704 & L.R. Dag No. 669 and All That 5 Decimals Doba of R.S. Dag No. 709 & L.R. Dag No. 657, all under present L.R. Khatian No. 1594 and R.S. Khatian Nos. 312, 233, 592 & 597, within Mouza-Mirjapur, J.L. No.26, P.S. Sankrail, District-Howrah within Mashila Gram Panchyaet, including all rights of user of the common passage and other easement rights attached thereto. All are lying contiguous to each other and as a single plot of land, more particularly shown and delineated by RED border in the plan annexed herewith, butted and bounded as:

ON THE NORTH : Andul Road,

ON THE SOUTH : Dag No. 668 & Passage.

ON THE EAST : Dag No.674, 673, 671, 670 & part of Dag

No. 669.

ON THE WEST : Part of Dag Nos. 655, 658 & 659.

SECOND SCHEDULE ABOVE REFERRED TO: (Specification)

- RCC with Column.
- All main water connections in the toilets.
- Water supply from the deep tube well and from the authority of Kolkata Municipal Corporation.
- Concealed Copper wiring, standard quality fixtures and switches.
- Aluminium sliding windows and wooden door frames/ flush doors.
- Power supply for each floor with Air Conditioned points.
- Flooring with ceramic/vitrified tiles or Marble flooring. POP puning on internal walls.
- External finish Acrylic based paint.
- One number as automatic elevators.
- Bathrooms/ pantry with wall tiles upto lintel/ door frame level and standard make sanitary fittings.

THIRD SCHEDULE ABOVE REFERRED TO: (BRIEF HISTORY OF THE PREMISES)

A. The aforesaid Premises originally belonged to Sri Ankit Bhartia, Sri Ramesh Bhartia and Smt. Rinku Bhartia, all of P-24, C.I.T. Road, Scheme-VII, Kolkata-700054, Out of which by a registered Deed of Sale, dated 14.02.1992 they jointly purchased said 46 Decimals or 1 Bigha 7 Cottahs 12 Chittacks 11 Sq.ft. land, situated at R.S. Dag No. 704 & L.R. Dag No. 669, under R.S. Khatian No. 592, Mouza – Mirjapur, J.L. No. 26, P.S. Sankrail, District Howrah from the then owners Sri Ajit Kumar Mallick & others. The said Deed of Sale was registered in the office of Additional District Sub-Registrar, Ranihati, vide Book No. 1, Volume No. 7, Pages 351 to 358, Being No. 502, for the year 1992;

- B. The said Ankit Bhartia & two others by another Deed of Sale, dated 14.10.1991 jointly purchased 11 Decimals or 6 Cottahs 5 Chittacks 40 Sq.ft. land in R.S. Dag No. 388 & L.R. Dag No. 655, under R.S. Khatian No. 312, 1 Dicimal or 9 Chittacks 3 Sq.ft. Land in R.S. Dag No. 700 & L.R. Dag No. 659, under R.S. Khatian No. 233 and 7 Dicimals or 4 Cottahs 6 Chittacks land in R.S. Dag No. 703 & L.R. Dag No. 658, under R.S. Khatian No. 233 i.e. in total 19 Decimals or 11 Cottahs 43 Sq.ft. land, all of Mouza Mirjapur, J.L. No. 26, P.S. Sankrail, District Howrah from the then owners of the said property namely Biswanath Mallick & Others. Said Deed of Sale was registered in the office of District Sub-Registrar, Howrah, Vide Book No. 1, Volume No., Pages 133 to 143, Being No. 5567, for the year 1991;
- C. The said Ankit Bhartia & two others by another Deed of Sale, dated 14.10.1992 purchased 5 Decimals Doba in R.S. Dag No. 709 & L.R. Dag No. 657, under R.S. Khatian No.597, within Mouza Mirjapur, J.L. No. 26, P.S. Sankrail, District Howrah from the then owners of the said property namely Naresh Chandra Ghosh. Said Deed of Sale was registered in the office of Additional District Sub-Registrar, Ranihati, Vide Book No. 1,

- Volume No. 7, Pages 359 to 366, Being No. 504, for the year 1992;
- D. The said Sri Ankit Bhartia, Sri Ramesh Bhartia and Smt. Rinku Bhartia, being joint owners of the aforesaid Premises measuring in total 70 Decimals or 1 Bigha 19 Cottahs 9 Sq.ft. in the manner aforesaid mutated their names in the Record of Rights of Govt. of West Bengal in three separate Khatian Nos. 766, 767 & 768;
- E. The said Sri Ankit Bhartia, Sri Ramesh Bhartia and Smt. Rinku Bhartia while thus seized and possessed of the said properties as joint and exclusive owner thereof by a registered Deed of Sale, dated 13.04.2006 sold the said properties, measuring in Total 70 Decimals morefully described in the Schedule thereunder to one Veena Pani Trade Link Pvt. Ltd., a company incorporated under the Companies Act, 1956, having its registered Office at 9, Dacres Lane, Kolkata 700 069. Said Deed of Sale was registered in the office of District Sub-Registrar Howrah, vide Book No. 1, Volume No. 116, Pages 260 to 272, Being No. 4179, for the year 2006.
- F. The said Veena Pani Trade Link Pvt. Ltd. also while thus seized and possessed of the said properties, more fully described in the Schedule thereunder, thereby mutating its name in the Record of Rights of Govt. of West Bengal and also converting the same as bastu and constructing in a portion thereon by a registered Deed of Indenture, dated 18.07.2011 sold 65 (Sixty Five) Decimals Land, i.e. 11 Decimals in R.S. Dag No. 700 & L.R. Dag No. 659, 7 Decimals land in R.S. Dag No. 703 & L.R. Dag No. 658 and 46 Decimals land in R.S. Dag No. 704 & L.R.

Dag No. 669, all under L.R. Khatian No. 766, 767 & 768 of Mouza-Mirjapur, J.L. No. 26, P.S. Sankrail, District – Howrah to Vendor herein. Said Deed of Indenture was registered in the office of District Sub-Registrar, Howrah vide Book NO. 1, C.D. Volume No. 15, Pages 1304 to 1325, being No. 05804, for the year 2011;

- G. Similarly said Veena Pani Trade Link Pvt. Ltd. by a registered Deed of Indenture, dated 18.07.2011 sold the said 5 Decimals Doba, situated at R.S. Dag No. 709 & L.R. Dag No. 657, under old Khatian Nos. 766, 767 & 768 and present Khatian No. 1324, within Mouza-Mirjapur, J.L. No. 26, P.S. Sankrail, District Howrah to M/s. K. K. Infrapromoters Private Limited herein. The said Deed of Indenture was registered in the office of District Howrah vide Book No. 1, C.D. Volume No. 15, Pages 1286 to 1303, being No. 05803, for the year 2011;
- After purchase the said properties, morefully described in the schedule written hereunder, the said M/s. K.K. Infrapromoters Private Limited mutated its name in the Record of Rights of Govt. of West Bengal and also constructed some additional C.I. shed structures on the said property and also amalgamated said bastu lands as a single plot of land and obtained sanction of building plan from Howrah Zila Parishad, vide Plan No. 545/ep/1-3-2012 and accordingly enjoying the said properties, more fully described in the schedule written thereunder, free from all encumbrances;
- I. By a Deed of Sale dated 11th April, 2013 made by and between M/s. K. K. Infrapromoters Private Limited therein referred to as the Vendor of the One Part and Aar Ess Homes Pvt. Ltd.

therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar at Howrah in Book No. I, CD Volume No. 11, Pages 5033 to 5050, Being No. 03472 for the year 2013, the Vendor therein for the consideration and on the terms and conditions as mentioned therein sold, conveyed and transferred to the Purchaser therein herein referred to as the Owner All That the Premises morefully and particularly described in the First Schedule written herein above.

FOURTH SCHEDULE ABOVE REFERRED TO: (TOTAL CONSTRUCTED FLOORS, FLAT NOS. AND AREA OF DEVELOPER'S ALLOCATION)

BLOCK "A"/BLOCK -IV

ALL THAT piece and parcel of Total Constructed Area of 10787 Sq.ft. Super Built up on the First, Second, Third, Fourth and Fifth Floor in the building of separate Flats and separate Floors as follows:

Floor	Flat Nos.	Sq.ft.
1st	A	808
1 st	В	1054
1st	С	893
1st	D	1116
1 st	E	1175
1st	G	549
2nd	Α	808
2nd	G	549
3rd	D	1116
4th	D	1116
5 th	В	1054
5 th	G	549
	Total	10787 Sq.ft.

BLOCK "B"/BLOCK -III

ALL THAT piece and parcel of Total Constructed Area of 11228 Sq.ft. Super Built up on the First, Second, Third and Fourth Floor in the building of separate Flats and separate Floors as follows:

Floor	Flat Nos.	Sq.ft.	
1 st	Α -	836	
2nd	В	1257	
2nd	С	1116	
2nd	E	956	
3rd	В	1257	
3rd	С	1116	
3rd	E	956	
4th	Α	826	
4th	С	1116	
4th	Е	836	
4th	D	956	
4	Total	11228 Sq.ft.	

BLOCK "C"/BLOCK - II

ALL THAT piece and parcel of Total Constructed Area of 12507 Sq.ft. Super Built up on the First, Second, Third, Fourth and Fifth Floor in the building of separate Flats and separate Floors as follows:

Floor	Flat Nos.	Sq.ft.
1st	В	1158
1st	С	841
1st	D .	1207
2 nd	С	841
2nd	D	1207

	Total	12507 Sq.ft.
5 th	D	1207
5 th	С	841
4 th	С	841
4 th	В	1158
3rd	D	1207
3rd	С	841
3rd	В	1158

Total Area Under Developer's Share: 34522 Sq.ft.

FIFTH SCHEDULE ABOVE REFERRED TO: (CONSTRUCTED AREA BEING OWNER'S SHARE)

ALL THAT piece and parcel of Total Constructed Area of 91605 Sq.ft.

Super Built up of which the Owner share is identified as follows:

Area (Sq.ft.)
21178
13727
9018
13160
57083

Total Area 57083 Sq.ft. (Owner's share)

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

SIGNED SEALED AND DELIVERED by the said OWNER at Kolkata in the presence of:

Partial Navolyt 10, K.S. Roy Road Kolhato-700001 Manny Roy Mowdney 10, K.S. Ros Road

SIGNED SEALED AND DELIVERED by the said DEVELOPER at Kolkata in the presence of:

Partia Noudy Manor Res Chowaning

As per Xerox copy of the document supplied by the parties and believing upon the documents and as per instruction of Purchaser(s) the document have been drafted and prepared at my Office.

Awani Kumar Roy

Advocate

WB/1927/1978

High Count

Typed by:
Range & Kunar flhera
Sanfeeb Kumar Behera

AAR ESS HOVED (P) Live

Mauha Bidusatha

SPECIMEN FORM FOR TEN FINGERPRINTS

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(a.e)	Mounder	tæft Hamd	Little Perger	Alige Tinger	Mikloha Dingger	Tori	Hager	Thumit
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AAR ESS HOMES (P) LTD.

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M. idansarta



EVER BLINK HI-RISE PVT. LTD.

Director



Hante Biolivation



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

GRN:

BRN:

19-201819-028254960-1

GRN Date: 05/09/2018 12:38:15

201809050541251

Payment Mode

Online Payment

Bank:

Mobile No. :

Indian Overseas Bank

+91 9830971326

BRN Date: 05/09/2018 12:40:20

DEPOSITOR'S DETAILS

ld No.: 19010001345067/2/2018 [Query No./Query Year]

35121

Name:

AWANI KUMAR ROY

Contact No. :

E-mail: Address:

10 K S ROY ROAD

Applicant Name:

Mr AWANI KUMAR ROY

Office Name:

Office Address:

Status of Depositor:

Advocate

Purpose of payment / Remarks:

Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19010001345067/2/2018	Property Registration-Stamp duty	0030 02 402 000 00	A STATE OF THE PARTY OF THE PAR
2		Property Registration-Registration Fees	0030-02-103-003-02 0030-03-104-001-16	35020 101

In Words:

Total Rupees Thirty Five Thousand One Hundred Twenty One only

Major Information of the Deed

Dead No :	1-1901-07598/2018	Date of Registration	04/10/2018		
Query No / Year	luery No / Year 1901-0001345067/2018		Office where deed is registered		
Query Date	22/08/2018 12:02:08 PM	A.R.A I KOLKATA, District. Kolkata			
Applicant Name, Address & Other Details	AWANI KUMAR ROY 10 K S ROY ROAD, Thana: Hare 700001, Mobile No.: 9830971326	Street District Kolkata WES			
Transaction		Additional Transaction			
[0110] Sale, Development A agreement	Agreement or Construction	[4308] Other than Immo Agreement [No of Agree	vable Property,		
Set Forth value		Market Value	mont . Zj		
Rs. 6/-		Rs. 2,38,03,195/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 40,020/- (Article:48(g)) Remarks		Rs. 101/- (Article:E, E, M(a), M(b), I)			

Land Details:

District, Howrah, P.S.- Sankrall, Gram Panchayat: MASHILA, Mouza: Mirjapur

Sch No	Number	Khatian Number		Use	Area of Land	SetForth	Market Value (In Rs.)	Other Details
11	LR-655	LR-1594	Bastu	Bastu	11 Dec	1/-		Property is on Road Adjacent to Metal Road
12	LR 659	LR-1594	Bastu	Bastu	1 Dec	1/-	3,20,083/-	Property is on Road Adjacent to Metal Road,
	1 R 658	LR 1594	Bastu	Bastu	7 Dec	1/-	22,40,582/-	Property is on Road Adjacent to Metal Road,
	LR-669	LR-1594	Bastu	Bastu	46 Dec	1/-	1,47,23,824/-	Property is on Road Adjacent to Metal Road,
1.5	LR-657	LR-1594	Doba	Doba	5 Dec	1/-	8,00,208/-	Property is on Road Adjacent to Metal Road,
+		TOTAL:			70Dec	5 /-	226,03,195 /-	
	Grand	Total:			70Dec	5/-	226,03,195/-	

Structure Details:

Sch	Structure	Area of	Setforth	Market value	Other Details
No	Details	Structure	Value (In Rs.)	(in Rs.)	
ii	On Land L1, L2, L3, L4, L5	4000 Sq Ft.	1/-		Structure Type: Structure

Gr. Floor, Area of floor: 4000 Sq.Ft., Residential Use, Cemented Floor, Age of Structure: 4 Years, Roof Type; Tiles Shed, Extent of Completion: Complete

Trescourse				
Total:	4000 sq ft	1 /-	12,00,000 /-	

Land Lord Details:

Name,Address,Photo,Finger print and Signature

AAR ESS HOMES PVT LTD

 RAMESHWAR MALIA 1st BYE LANE, P.O.-HOWRAH, P.S.-Howrah, Howrah, District: Howrah, West Bengal, India, PIN - 711101, PAN No.:: AACCA2602B, Status: Organization, Executed by: Representative, Executed by: Representative

Developer Details:

SI No	Name,Address,Photo,Finger print and Signature
1	EVER BLINK HI RISE PVT LTD AJC BOSE ROAD, P.O.: ELGIN ROAD, P.S.: Bhawanipore, District: South 24-Parganas, West Bengal, India, PIN -700020, PAN No.:: AAECE0372L, Status: Organization, Executed by: Representative

Representative Details:

No.	Name,Address,Photo,Finger print and Signature					
1	Name	Photo	Finger Print	Signature		
	Mr NIKUNJ BIDWATKA Son of Mr RAMAN KUMAR ACARWAL Date of Execution – 17/09/2018, , Admitted by: Self, Date of Admission: 04/10/2018, Place of Admission of Execution: Office			Marine Marine		
	156C, MANIKTALA MAIN RO	Oct 4 2018 2:31PM	£TI 84/10/2018	04/10/2018		

156C, MANIKTALA MAIN ROAD, P.O:- KANKURGACHI, P.S:- Phool Bagan, District.-South 24-Parganas, West Bengal, India, PIN - 700054, Sex. Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AUNPB4702F Status: Representative, Representative of: AAR ESS HOMES PVT LTD (as DIRECTOR)

_					- 1
2	Name	Photo	Finger Print	Signature	-
	Mrs MAMTA BIDAWATKA (Presentant) Wife of Mr RAMAN KUMAR AGARWAL Date of Execution - 17/09/2018, Admission: 04/10/2018, Place of Admission of Execution: Office			V. Bird asserted	
		Oct 4 3018 2:32PM	ETI DATOCHOUS	84/10/2018	

156C, MANIKTALA MAIN ROAD, P.O.- KANKURGACHI, P.S.- Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN - 700054, Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, , PAN No.:: ADUPB6329G Status ; Representative, Representative of ; EVER BLINK HI RISE PVT LTD (as DIRECTOR)

Name & address

PARTHA NANDY

1-7-1-3-

210. BAKSARA VILLAGE ROAD, P.O.- BAKSARA, P.S.- JAGACHHA, Howrah, District:-Howrah, West Bengal, India, 1910. 711110, Sex. Male, By Caste: Hindu, Occupation: Service, Citizen of India, , Identifier Of Mr NIKUNJ BIDWATKA, Mrs MAMTA BIDAWATKA

04/10/2018

Transf	er of property for L1			
	From To. with area (Name-Area)			
1	AAR ESS HOMES PVT LTD	EVER BLINK HI RISE PVT LTD-11 Dec		
Trans	fer of property for L2			
SLNo From To. with area (Name-Area)				
1	AAR ESS HOMES PVT	EVER BLINK HI RISE PVT LTD-1 Dec		
Trans	fer of property for L3			
	From	To. with area (Name-Area)		
1	AAR ESS HOMES PVT	EVER BLINK HI RISE PVT LTD-7 Dec		
Trans	fer of property for L4			
	From	To. with area (Name-Area)		
1	AAR ESS HOMES PVT	EVER BLINK HI RISE PVT LTD-46 Dec		
Trans	fer of property for L5			
	From	To. with area (Name-Area)		
1	AAR ESS HOMES PVT	EVER BLINK HI RISE PVT LTD-5 Dec		
Trans	sfer of property for S1			
_	From	To, with area (Name-Area)		
1	AAR ESS HOMES PVT	EVER BLINK HI RISE PVT LTD-4000.00000000 Sq Ft		

Endorsement For Deed Number: I - 190107598 / 2018

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 : 48g) of Indian Stamp Act 1899.

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

Presented for registration at 12:45 hrs. on 04-10-2018, at the Office of the A.R.A. - I KOLKATA by Mrs. MAMTA BIDAWATKA...

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 2,38,03,195/-

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

Fixecution is admitted on 04-10-2018 by Mr NIKUNJ BIDWATKA, DIRECTOR, AAR ESS HOMES PVT LTD (Private Limited Company), 16, RAMESHWAR MALIA 1st BYE LANE, P.O.- HOWRAH, P.S.- Howrah, Howrah, District-I lowrah, West Bengal, India, PIN - 711101

Indetified by Mr PARTHA NANDY, , , Son of Late ARUN KUMAR NANDY, 210, BAKSARA VILLAGE ROAD, P.O. BAKSARA, Thana: JAGACHHA, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711110, by caste Hindu, by profession Service

Execution is admitted on 04-10-2018 by Mrs MAMTA BIDAWATKA, DIRECTOR, EVER BLINK HI RISE PVT LTD (Private Limited Company), AJC BOSE ROAD, P.O:- ELGIN ROAD, P.S:- Bhawanipore, District -South 24-Parganas, Wost Bengal, India, PIN - 700020

Indetified by Mr PARTHA NANDY, , , Son of Late ARUN KUMAR NANDY, 210, BAKSARA VILLAGE ROAD, P.O. BAKSARA, Thana: JAGACHHA, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711110, by caste I lindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101/- (E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 21/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 101/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/09/2018 12:40PM with Govt. Ref. No. 192018190282549601 on 05-09-2018, Amount Rs: 101/-, Bank: Indian Overseas Bank (IOBA0000015), Ref. No. 201809050541251 on 05-09-2018, Head of Account 0030-03-104-001

Payment of Stamp Duty

Cortified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 35,020/Description of Stamp

 Stamp: Type: Impressed, Serial no 71258, Amount: Rs.5,000/-, Date of Purchase: 06/09/2018, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of Will Online on 05/09/2018 12:40PM with Govt. Ref. No. 192018190282549601 on 05-09-2018, Amount Rs: 35,020/-, Bank: Indian Overseas Bank (IOBA0000015), Ref. No. 201809050541251 on 05-09-2018, Head of Account 0030-02-103-003-02

21. hr.

Debasis Patra ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - I KOLKATA

Kolkata, West Bengal

egistered in Book - I

volume number 1901-2018, Page from 316509 to 316557

being No 190107598 for the year 2018.



Digitally signed by DEBASIS PATRA Date: 2018.10.06 11:27:22 +05:30 Reason: Digital Signing of Deed.

Their

(Debasis Patra) 10/6/2018 11:27:04 AM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - I KOLKATA West Bengal.

(This document is digitally signed.)

BETWEEN

AAR ESS HOMES PRIVATE LIMITED

... OWNER

AND

M/S. EVER BLINK HI-RISE PVT. LTD.

... DEVELOPER

DEVELOPMENT AGREEMENT

MR. AWANI KUMAR ROY

Advocate 10. Kiran Shankar Roy Road Kolkata-700001.