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09-02-15
SNO-1148/15
5-00 pm

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

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Asst. Dist. Sub-Registrar
Alipore, South 24 Parganas

VL 311
5 pm

10 FEB 2015

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT is made on this 9th Day of February..... Two Thousand and Fifteen

NO. 7962 Date 20/1/15
Sold to: Aradhya Traders, Pvt. Ltd.
of: Pt. Subraman Sheet Row No-25
Rupees: 100/-

[Signature]

Samiran Das
Stamp Vendor
Alipon Police Court
South 24 Pgs., Kal. 27

Arunked.



VC 79 / 962

For EVERLIKE SUPPLIERS PVT. LTD

Arunked.
Director
(ARON KEDIA)



VC 79 / 963

Susanta Mukherjee
[SUSANTA MUKHERJEE]

ADDL. DIST. S.D. REGISTRAR
ALIPON, SOUTH 24 PGS.
09 FEB 2015
Signature.....

IDENTIFIED BY ME:-

Manish K. Mounya
S/o Baliram Mounya
88/59, Syntex Roy Road
Kat - 700058 (Bansner)

BETWEEN

SRI. SUSANTA MUKHERJEE (PAN – ADNPM5441K), son of Late Sunil Kumar Mukherjee residing at 28C, Mahim Halder Street, P.S. Kalighat, Kolkata - 700026. hereinafter called the **OWNER/PARTY OF THE FIRST PART** (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include his heirs, executors, administrators legal representatives and/or assigns) of the **FIRST PART**.

AND

M/S. EVERLIKE SUPPLIERS PRIVATE LIMITED (PAN AABCE6195N), a Company within the meaning of the Companies Act, 1956 having its Registered Office at 50, Suburban School Road P.S Kalighat Kolkata – 700 025, represented by its Director, **SHRI ARUN KUMAR KEDIA**, son of Shri Ram Kumar Kedia hereinafter called the **DEVELOPER/PARTY OF THE SECOND PART** (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include its successor or successors in office and/or assigns) of the **SECOND PART**.

WHEREAS:

- A) That one Prafulla Kumar Mukherjee alias Batakrisna Mukherjee owned a property admeasuring 4 Cottahs 13 Chitaks 04 Sq.ft more or less, vide a civil partition suit No. 62 in the year 1937, at Alipore Sub Judge, Kolkata.
- B) That the aforesaid Prafulla Kumar Mukherjee alias Batakrisna Mukherjee died intestate on 18th August, 1948.
- C) That after the demise of said Prafulla Kumar Mukherjee alias Batakrisna Mukherjee his three sons namely Sunil Kumar Mukherjee, Sushil Kumar Mukherjee and Subodh Chandra Mukherjee inherited the property as his legal heirs, his wife since deceased.
- D) That the said Sunil Kumar Mukherjee, Sushil Kumar Mukherjee and Subodh Chandra Mukherjee became the joint owners of the said property and each of them having undivided 1/3rd share in the said property.
- E) That the said Sri Subodh Chandra Mukherjee died intestate as bachelor on 23rd May 1962 and the share of him inherited by the said Sunil Kumar Mukherjee and Sushil Kumar Mukherjee and they



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- became the joint owners of the said property each of them having undivided $\frac{1}{2}$ share each in the said property.
- F) That for the betterment enjoyment of the said property the said Sunil Kumar Mukherjee and Sushil Kumar Mukherjee made a partition deed on 20th January 1989, which was duly registered at the District Registration Office Alipore and recorded in Book No. 1, Volume No. 15, Pages from 85 to 94, Being No. 653 for the year 1989 and the terms and conditions contained therein.
- G) That after the aforementioned arrangements the said Sunil Kumar Mukherjee became the absolute owner of premises No. 28C & undivided $\frac{1}{2}$ share of 28/1, Mahim Halder Street P.S Kalighat Kolkata – 700026 admeasuring an area of 2 Cottahs 9 Chittaks 34 Sq.ft.
- H) During the lifetime of Sunil Kumar Mukherjee he executed a Deed of Gift in favour of his only son Susanta Mukherjee which was registered before DRO Alipore Being No. 16301 dated 16.12.1989.
- I) By virtue of the aforesaid Deed of Gift the said Susanta Mukherjee became the absolute Owner in respect of piece and parcel of land measuring about 2 Cotthas 9 Chittaks and 34 Sq.ft. situated in premises No. 28C & undivided $\frac{1}{2}$ share of 28/1, Mahim Halder Street Kolkata – 700026.
- J) The Developer herein has also purchased the contiguous plots being premises No. 28B, 28D & undivided $\frac{1}{2}$ share of 28/1, Mahim Halder Street P.S Kalighat Kolkata – 700026.
- K) The present Owner being interested to get the aforesaid properties developed approached the Developer for developing the said property and accordingly the Developer herein has agreed to develop the aforesaid properties after amalgamating the same with the other adjoining plots purchased by the Developer being premises Nos. 28B, 28D & undivided $\frac{1}{2}$ share of 28/1, Mahim Halder Street P.S Kaighat Kolkata – 700026, for constructing a multi storied building to have ground floor and several permissible upper floors at the said premises in accordance with the building plan as would be sanctioned by the Kolkata Municipal Corporation .
- L) To give effect to the aforesaid intention of the Owner for development of the said Premises the Developer has formulated a scheme to promote and develop and to construct a proposed



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building on the said land after amalgamation of the said properties in accordance with the plan to be sanctioned from Kolkata Municipal Corporation at its own cost and expenses and the Owner have agreed to accept the scheme of the Developer as for consideration mentioned herein upon the terms and conditions hereinafter contained.

- M) The Owner hereby declare that he has a good clear marketable title to the said property being the said two Premises and that he did not sell, transfer, part with possession, mortgage, charge and create any encumbrances, trust in respect of the said two Premises in any way and/or execution/ attachment/ acquisition/ requisition/ proceedings is pending in his name and the said two Premises is not affected by any scheme or road alignment of the KMDA, KIT, KMC or any other authorities or any order of vesting of competent authority or Land Acquisition, Collector or any other authority and the Owner have also given to understand that the said property do not fall under the Urban Land(Ceiling and Regulation) Act, 1976 and as such the said two Premises is free from all encumbrances whatsoever.
- N) The Owner hereby further declare that there is no existing agreement with any other person or persons/company or companies in connection with the development/ sale/ transfer of his right, title, interest in respect of the said properties or any portions thereof at the time of execution of this Development Agreement and that he is free to enter into this agreement for development with the Developer herein.

Relying on the aforesaid representation and believing the same to be true and acting on good faith thereof the Developer being desirous to develop the aforesaid properties agreed to execute this Agreement on the terms and conditions as contained hereinafter.

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

- 1) Unless there is something contrary or repugnant to the subject or context in this agreement, following words shall have the following



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meanings:-

- a) **OWNER - SRI. SUSANTA MUKHERJEE (PAN – ADNPM5441K)**, son of Late Sunil Kumar Mukherjee residing at 28C, Mahim Halder Street, P.S. Kalighat, Kolkata – 700026, shall mean, and include his heirs, legal representatives, executors, administrators, successors, successors-in-interest and/or assigns.
- b) **DEVELOPER :- M/S. EVERLIKE SUPPLIERS PRIVATE LIMITED (PAN AABCE6195N)**, a Company within the meaning of the Companies Act, 1956 having its Registered Office at 50, Suburban School Road P.S Kalighat Kolkata – 700 025, represented by its Director, **SHRI ARUN KUMAR KEDIA**, son of Shri Ram Kumar Kedia shall mean and include its successor or successors in office and/or assigns.
- c) **PROPERTY :-** shall mean All That the property being premises Nos.28C & undivided ½ share of 28/1, Mahim Halder Street, P.S. Kalighat, Kolkata – 700 026, Ward No. 83 measuring a total area of 2 Cottahs 9 Chittaks 34 Sq.ft together with brick built building standing thereon more fully and particularly described in the First Schedule appearing hereunder.
- d) **PLAN :-** shall mean the plan of the proposed building to be sanctioned by the KMC for construction of a new building after amalgamation of the properties being Municipal Premises Nos. 28B, 28D, 28C & 28/1, Mahim Halder Street, P.S. Kalighat, Kolkata – 700 026, within the limits of the Kolkata Municipal Corporation under Ward No. 83 .
- e) **ARCHITECT :-** shall mean the architect as may be appointed by the Developer from time to time and shall include such person or persons, firm or firms, company or companies who shall have requisite qualification and experience for such appointment.



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- f) **SALEABLE SPACE:** - shall mean the space in the new building available for independent use and occupation by the Developer after making due provisions for common facilities and the space required thereof and after providing the Owner's allocation.
- g) **THE NEW BUILDING and/or MULTISTORIED BUILDING :-** shall mean the proposed new building to be constructed at the aforesaid amalgamated properties to be amalgamated with the being premises Nos. 28B, 28D, 28C & 28/1, Mahim Halder Street, P.S. Kalighat, Kolkata - 700 026, Ward No.83 belonging to the Owner and to other Developer having a total area of 6 Cottahs and 17 Sq.ft. in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation.
- h) **CAR PARKING SPACE :-** shall mean the spaces in the portions of the ground floor level whether open or covered of the building expressed or intended to be reserved for parking of motor cars/scooters/two wheelers.
- i) **OWNER'S ALLOCATION:-** shall mean the allocation as stated;
- i) One complete habitable flat measuring 800 Sq. ft built up area (South Eastern side) on the 2nd floor of the proposed new building.
 - ii) One complete habitable flat measuring 800 Sq. ft built up area (South Eastern side) on the 3rd floor of the proposed new building.
 - iii) Two covered car parking space each measuring 120 Sq.ft on the Ground Floor.
 - iv) Rs. 65,00,000/- (Rupees sixty five lakhs) only to be paid to the owner as non-refundable amount and is to be paid in the following manner;
 - a) Rs. 35,00,000/- (Rupees thirty five lakhs) only to be paid at the time of signing of this Agreement.
 - b) Rs. 30,00,000/- (Rupees thirty lakhs) only to be paid



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at the time of shifting of the owner to an alternative temporary rental accommodation prior to commencement of construction work.

- j) **DEVELOPER'S ALLOCATION:-** shall mean the remaining area of the sanctioned/saleable area except the owners' allocation including the remaining car parking spaces including all the open car parking space and other utilities and undivided share and interest in the proposed building to be constructed at the aforesaid property together with proportionate right over the common areas and/or common facilities and/or common amenities attached thereto.
- k) **COMMON AREAS, FACILITIES AND AMENITIES :-** shall mean and include entire roof, corridors, hallways, stairways, internal and external passages, passage-ways, pump house, overhead water tank, water pump and motor, drive ways, common lavatories and other facilities in the building which may be provided by the Developer and required for the enjoyment, provisions, maintenance and management of the building as would be decided by the Developer after sanction of the plan from KMC.
- l) **COMMON EXPENSES :-** shall mean and include all expenses for maintenance, management, upkeep and administration of the common areas, facilities and amenities and all other expenses for common purposes to be contributed, borne, paid and shared by the co-transferees/co-owner of the new building or any part thereof.
- m) **COMMON PORTIONS :-** shall mean all the common areas described in PART-I of the Third Schedule hereto and also the Common Parts i.e. the facilities, amenities, erections, constructions and installations to be comprised in the new building for common use of co-owner of the premises more fully described in Part – I of the Third Schedule hereto.



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- n) **ASSOCIATION** :- shall mean a society or syndicate or association to be formed by the Co-owner for the common purposes after the building is completed.
- o) **SPECIFICATION** :- shall mean the specification and/or materials to be used for construction, erection and completion of the said New Building and/or Buildings as may be recommended by the Architect from time to time more fully described in Second Schedule hereto.
- p) **FORCE MAJEURE** :- shall means any event which (i) is beyond the reasonable control of the party claiming to be affected by such event, (ii) has not been brought about at the instance of such Party and (iii) has caused non-performance or delay in the performance of a material obligation of this agreement and includes without limitation acts of God, riots, civil disturbances, strikes, insurrection, war, landslides, lightning, earthquakes, fires, storms, unusual floods, droughts, and other natural disasters but shall not include any event caused by the Party's negligent or intentional acts, errors or omissions or by any material breach or default under this agreement.
- q) **OUTGOINGS** :- shall mean all rates, taxes, charges for the utilities including electricity charges and other outgoings in respect of the premises.
- r) **SUPER BUILT UP AREA** :- shall mean and include the built up area of each individual residential unit and internal walls, peripheral walls, columns and such areas are only within the purview of the direct ownership together with the proportionate share in common spaces and common areas i.e. stair, lift, lobby, stair head room, lift room, roof, electrical and water pump room caretaker room and common toilet etc.



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Words importing MASCULINE GENDER shall include the FEMININE GENDER and NEUTER GENDER; similarly words importing FEMININE GENDER shall include MASCULINE GENDER and NEUTER GENDER; likewise NEUTER GENDER shall include MASCULINE GENDER and FEMININE GENDER.

- 2) The Developer has represented that they are satisfied with regard to the title of the Owner in respect of premises Nos. 28C & undivided $\frac{1}{2}$ share 28/1, Mahim Halder Street, P.S. Kalighat, Kolkata – 700 026, Ward No. 83. However, the Owner undertake to keep the Developer indemnified against all the third party's claims with regard to the title in respect of the said property and further undertake not to create any encumbrances on the premises or on any part thereof, and that save and except the Owner or his legal heirs no body shall be entitled to deal with or dispose of their share of space in the proposed building after the plan is sanctioned.
- 3) That the Owner do hereby grant the exclusive right for development of the said properties and for commercial exploitation of the Developer's allocation at premises to be constructed after amalgamation of property with the contiguous plot being premises Nos. 28B, 28D & undivided $\frac{1}{2}$ share 28/1, Mahim Halder Street, P.S. Kalighat, Kolkata – 700 026, within Ward No. 83, in favour of the Developer with the intent and object that the Developer shall have the necessary map or plan prepared by a duly Authorized Architect for being submitted to the Kolkata Municipal Corporation (hereinafter called K.M.C.) for sanction and shall construct, erect and complete the Multistoried Building on the said amalgamated premises being complete in all respects in accordance with the plan to be sanctioned by KMC and specifications as provided in the Second Schedule written hereunder.
- 4) That in the circumstances and in consideration of the terms and conditions contained herein and the obligations to be performed, fulfilled and observed by the Owner and the Developer and in regard to Owner's allocation thereof it has been agreed to grant the exclusive right of development of the new building in the said



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premises including Owner' allocation out of the sanctioned area corresponding to the said area of land measuring about 2 Cottahs 9 Chittaks and 34 Sq.ft. in the said property (being the Owner' share in the property) to the Developer and that the Developer will be entitled exclusively to deal with Developer's allocation in the proposed building.

- 5) In the proposed building to be constructed on the amalgamated property with contiguous plot as aforesaid the Owner allocation shall mean the allocation as stated i) One complete habitable flat measuring 800 Sq. ft built up area on the 2nd floor in the proposed building ii) One complete habitable flat measuring 800 Sq. ft on the 3rd floor in the proposed building ii) Two covered car parking space each measuring 120 Sq.ft on the Ground Floor iv) Rs. 65,00,000/- (Rupees sixty five lakhs) only to be paid to the owner as non-refundable amount to be paid in the following manner; a) Rs. 35,00,000/- (Rupees thirty five lakhs) only to be paid at the time of signing of this Agreement b) Rs. 30,00,000/- (Rupees thirty lakhs) only to be paid prior to shifting of the owner to an alternative place and together with the proportionate and undivided share and interest in the land on which the proposed building to be constructed and together with proportionate right over the common areas and/or common facilities and/or common amenities attached thereto.
- 6) The Developer shall be entitled to the remaining area of the sanctioned/saleable area including the remaining covered car parking spaces and entire open car parking space and proportionate undivided share and interest in the land on which the proposed building to be constructed together with proportionate right over the common areas and/or common facilities and/or common amenities attached thereto.
- 7) That in the circumstances and in consideration of the terms and conditions contained herein and the obligations to be performed, fulfilled and observed by the Owner and the Developer with regard to allocations thereof, as aforesaid, it has been agreed that the Owner hereby grant the exclusive right of development of the new



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building in the said proposed amalgamated premises including Owner' allocation.

- 8) That in consideration of the Developer's agreeing to incur all the expenses towards the construction of the proposed amalgamated property, the Owner agreed to sell, convey and/or transfer the proportionate share of land attributable to the Developer's allocation in the proposed amalgamated building or buildings in favour of the Developer or its nominee or nominees and the Developer shall pay the entire consideration money thereof by way of incurring the entire cost towards the construction of the Owner' allocated portion, as aforesaid, in the proposed building.
- 9) It has further been agreed between the parties that the Developer will be entitled to get the entire properties amalgamation having a total area of 6 Cottahs and 17 Sq.ft. and to get the same developed by constructing a multi-storied building thereof strictly as per the sanctioned plan to be obtained from the Kolkata Municipal Corporation.
- 10) The Developer, however, shall make construction of the said building with modern style by utilizing maximum FAR as per the rules of the Kolkata Municipal Corporation.
- 11) That on obtaining the complete vacant possession of the entire property and on obtaining the sanctioned building plan for the proposed development work, the Developer shall demolish the existing structures of the premises at its own cost and expenses.
- 12) That in the circumstances and in consideration of the terms and conditions contained herein and the obligations to be performed, fulfilled and observed by the Owner and the Developer and with regard to allocations thereof, as aforesaid, it has been agreed that the Owner hereby grant the exclusive right of development of the new building in the said proposed amalgamated premises including the Owner's allocation.



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13) **DEVELOPER'S OBLIGATION :**

It shall be the responsibility and obligation of the Developer to comply with the terms and conditions as follows:-

- a) To prepare and finalize the plan of the aforesaid project for submitting the same to Kolkata Municipal Corporation after completion of amalgamation of all the premises into one premises and commence construction of the same on obtaining sanctioned plan or on obtaining vacant possession of the premises Nos. 28B, 28D, 28C & 28/1, Mahim Halder Street, P.S. Kalighat, Kolkata – 700 026, Ward No. 83.
- b) The mutation in the name of the present owner is pending which will be done by the Developer and all the expenses for such mutation will be borne by the Developer.
- c) That before submitting the plan for sanction before the Appropriate Municipal Authority shall obtain approval of the Owner.
- d) In the sanctioned plan, it has been agreed between the parties that both the Owner and the Developer shall duly demarcate their respective allocations in the proposed amalgamated building as mentioned hereto before by demarcating their respective portions with proper color in the photo copy of the sanctioned plan and to be counter signed by the parties hereto and before commencement of construction of the proposed building.
- e) To commence the construction of the proposed building after amalgamation and obtaining the vacant possession or obtaining the sanctioned plan from the Kolkata Municipal Corporation, whichever is later and complete the construction within 24 months from the date of such sanction of building



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plan. However the Developer shall obtain sanction building plan within six months from the date hereof. If however, the Developer is unable to complete the construction within the aforesaid period in such case the same will be extended for a further period of maximum six months.

In case the Developer is unable to complete the construction of the proposed multistoried building within the extended period in such case the Developer shall be liable to pay damage @ Rs 15000/= per month to the Owner until completion of construction and/or handing over the Owner's allocated portion thereof.

- e) Save and except the Developer's allocation of the aforesaid building, the Developer shall not be entitled to create any charge or mortgage or encumber the remaining share of the aforesaid property with any financial institution or bank nor shall fasten the Owner of the First Part for any financial liability.
- f) That the Owner shall join for executing necessary Deed of Conveyance in respect of the proportionate share of land attributable to the Developer's allocation in the proposed building in favour of the Developer or its successor or successors in office at or after completion of the Owner's allocation and/or delivery of possession thereof. Provided however, the Developer will not be entitled to deliver possession of the flats out of its allocation to anybody before delivery of possession of the Owner's allocation in the proposed building and/or before the expiry of the period of notice in writing to the Owner for taking such delivery of possession.
- g) That on completion of the building, the Developer shall furnish not only the completion certificate issued by the Kolkata Municipal Corporation but also the certificate of the structural engineers of the Architect about the structural stability of the aforesaid building and the Developer shall be responsible for



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rectify and/or remove any defect in the construction or any damages (due to any defective construction), if detected during the period of one year from the date of completion of the building and handing over the possession of the respective flats to the prospective buyers.

- h) The Developer shall indemnify and keep indemnified the Owner against all loss, damages, costs, charges, expenses that may be incurred or suffered by the Owner on account of arising out of any breach of any of the terms of these presents or any laws, rules, regulations or due to any accident or mishap during the progress of construction or due to any claim made by the Third Party in respect of such construction or otherwise howsoever.
 - i) Not to transfer and/or assign the benefit of this Agreement or any portion thereof without the consent in writing of the Owner.
 - j) It shall be the responsibility of the Developer to construct the maximum possible space in conformity to the bye-laws of the authorities concerned for maximum commercial benefit of the said property with modern style and utilizing FAR as per rules of the Kolkata Municipal Corporation.
 - k) The Developer shall take necessary steps for getting electricity connection, K.M.C. water connection, K.M.C. sewerage connection, apportionment of Kolkata Municipal Corporation tax and all other facilities deemed required.
- 14) That immediately after the execution of this Agreement the Developer shall arrange for the authentic survey, soil testing of the related property and also take steps for amalgamation of the aforesaid properties with other demarcated portion of premises No. 28C & undivided $\frac{1}{2}$ Share of 28/1, Mahim Halder Street P.S Kalighat Kolkata – 700026, in the record of the Kolkata Municipal Corporation and shall appoint Architect for preparation of the plan of the new



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multi storied building on the amalgamated property at the cost of the Developer and also the periodic supervision of the construction of the proposed building to be constructed at the cost of the Developer.

- 15) That the Developer shall construct and complete the said new building on the amalgamated property as per the sanctioned plan and specifications as per Second Schedule, as already agreed upon, and shall undertake full responsibility and the Owner shall not be responsible and shall be indemnified by the Developer for any incident or accident which may occur in the said premises due to his construction activities and/or faulty design and/or any other anomaly or defect or default whatsoever and the Developer shall keep the other Owner fully indemnified at all times against any loss or damage which may be caused to the said Owner or any one else due to any accident during construction or for unauthorized construction (if any) in deviation of the sanctioned plan and/or due to any other cause, whatsoever.
- 16) That in consideration of the Developer constructing the said building and the terms and conditions contained in this Agreement and the obligations to be fulfilled by the Developer, the Developer shall be allowed to execute deed of conveyance for the Developer's allocation in the said premises only after delivery of the possession of Owner's allocation fully completed with proper completion certificate of the KMC and the Developer shall keep the Owner fully indemnified for all times to come and for all purposes and consequence, whatsoever.
- 17) That the Developer shall construct the proposed building in the aforesaid amalgamated property by constructing a multi-storied building thereon according to sanctioned plan obtaining from the Kolkata Municipal Corporation and in course of such development work, the Owner shall not be liable or responsible for any untoward or unwanted hazards / incident, accidents/ loss or any damages therein all such costs and consequences to be carried by the Developer. The Developer further agrees to name the Apartment in



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style as "ASTER PRATIMA" and that to be written distinctly on the building with steel & aluminum letters.

18) **THE DEVELOPER FURTHER AGREES AS FOLLOWS :**

- a) The Developer shall pay the municipal tax in respect of the aforesaid property on and from the date of this agreement till the date of handing over Owner's allocated portion of the Owner herein during the progress of development work.
- b) The Developer agrees to incur all costs, charges and expenses for amalgamation of the properties and for obtaining the sanctioned plan or any modification thereof of the proposed building to be constructed at the aforesaid amalgamated premises and also for any modification thereof and also to get the aforesaid plan duly sanctioned by the Kolkata Municipal Corporation.
- c) To get the said Plan prepared by the Architect and to get the plan sanctioned in the name of Owner's and submit for getting such sanction of the same from the Kolkata Municipal Corporation and other Authorities after completion of necessary searches and on Owner' making out a marketable title in respect of the said property and all expenses for such sanctioned plan to be incurred by the Developer.
- f) To deliver to the Owner a Xerox copy of the sanctioned plan within 15 days from the date of obtaining such sanction before commencement of the construction.
- g) To frame rules and regulations regarding the use of the respective allocations of the space of the Owner and Developer or their nominee or nominees or successor or successors or to form the Management Association and/or flat Owner's Association and/or Society for the ultimate Owner or Owner of the proposed building only with the written approval of the Owner and other flat buyers.
- h) The Developer agrees to make construction of the proposed building in accordance with the sanctioned plan as per the specification given in the Second Schedule hereunder written.



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- i) That the Developer, however, agrees to deliver the possession of the Owner's allocation in the proposed building before delivery of possession of the other portions thereof to the prospective purchasers and also shall furnish the completion certificate before handing over the Owner' allocation.
- j) The entire cost of amalgamation of all the properties being premises Nos. 28B, 28D, 28C & 28/1, Mahim Halder Street, P.S. Kalighat, Kolkata – 700 026, Ward No. 83, shall be borne by the Developer, which includes stamp duty and registration fees, etc.
- k) For the purpose of amalgamation of the aforesaid property with the contiguous property being premises Nos. 28B, 28D & ½ share of 28/1, Mahim Halder Street, P.S. Kalighat, Kolkata – 700 026, Ward No. 83, the present Owner agreed to execute a Deed of Exchange with the Developer who is the owner of the contiguous plot being premises Nos. 28B, 28D & ½ share of 28/1, Mahim Halder Street, P.S. Kalighat, Kolkata – 700 026, Ward No. 83, and the entire expenses for such Deed of Exchange including stamp duty and registration fees shall be borne by the Developer.
- l) The Developer shall also be entitled to have the existing building and/or structures demolished either by themselves or through any contractor to be appointed by him and so far as the salvage in respect of the aforesaid property is concerned, the Developer shall take the entire salvage value of the properties.
- m) The Developer shall arrange for shifting of the owner to an alternative place within 1 km in the locality and all the shifting charges for such shifting including the deposit money shall be borne by the Developer until completion of the proposed building on the said amalgamated property in all respect and till the possession is delivered to the Owner. Be it noted that the rents for such shifting of the Owner herein shall be paid in advance to the Owner herein for a period of 11 months from the date of vacating the existing premises for subsequent



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construction of the new building. After expiry of 11 months the Developer will again pay another 11 months rent in advance. In case the building cannot be completed within the specific time then in such case also the Developer shall pay such rent during the period of delay accordingly.

19) **THE DEVELOPER SHALL BE ENTITLED :**

- a) To construct and complete the said Multistoried Building in all respect in terms of this Agreement and in accordance with the plan to be sanctioned by the Authorities Concerned and as per the specifications mentioned in the Second Schedule within the specified time stated hereinabove.
- b) To enjoy, negotiate and enter into agreement/agreements for sale with buyers and accept advance and/or part consideration money for the disposal of Developer's allocation as it may think fit and proper from all such person or persons of their choice, without any interference from the Owner.
- c) The Developer will be entitled to enter into the agreement/agreements for sale and /or transfer the respective flats of its own allocation in the proposed building and for entering into such agreement with the prospective buyers, the Developer shall be at liberty not to make the Owner as party to the said agreement, Provided, however, at the time of execution of the Deed of Conveyance the Owner shall be a party to such Deed along with the Developer. It is, however, agreed between the parties that the Owner shall join as party to the Agreement for Sale with the prospective buyers of the Developer's allocation as no consideration is received to the Owner with regard to the sale of Developer's allocation and for which the Owner agreed to grant a Power of Attorney to the Developer. It is further made clear that the Owner shall only be held liable for transferring the undivided proportionate share of land attributable to Developer's allocation and no transfer or sale will be made till the Owner's allocation is handed over



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after full completion within the schedule time stated herein.

- d) The Developer, however, shall be liable to pay all municipal taxes, land rent, rates and other out goings in respect of the aforesaid property on and from the date of execution of Agreement till delivery of possession of fully completed Owner' allocation in the proposed building.
- e) The Developer, however, shall hand over the completion certificate to the Owner on completion of entire building prior to service of notice for taking over Owner's allocated portion in the new building.

20) **THE OWNER AGREE :**

- i) To sign and execute all necessary Plans, Papers, Undertakings, Affidavits, Documents, Declarations, Deeds, which may be required for obtaining the sanction Plan of the proposed building and construction of the proposed buildings in terms of this Agreement.
- ii) To co-operate with the Developer for construction and completion of the New Multistoried Building on the amalgamated property after amalgamation of the aforesaid Municipal Premises Nos. 28C & undivided $\frac{1}{2}$ share of 28/1, Mahim Halder Street, P.S. Kalighat, Kolkata – 700 026, with contiguous property being premises Nos. 28B, 28D & undivided $\frac{1}{2}$ share of 28/1, Mahim Halder Street, P.S. Kalighat, Kolkata – 700 026, within the limits of the Kolkata Municipal Corporation under Ward No. 83.
- iii) To sign and execute all agreements for sale in respect of the Developer's allocation and present the same before Registration Authority for registration.
- iv) That the Owner shall execute necessary Deed of Conveyance in respect of the proportionate share of land attributable to the Developer's allocation in the proposed building in favour of the Developer or its nominee or nominees at any time at or before completion of the Owner' allocation. Provided



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however, the Developer will not be entitled to deliver possession of the flats out of its allocation to anybody before delivery of possession of the Owner' allocation in the proposed building and /or giving notice in writing to the Owner for taking such delivery of possession.

- v) Owner agreed to deliver the vacant possession in respect of the aforesaid property being premises Nos. 28C & undivided ½ share of 28/1, Mahim Halder Street, P.S. Kalighat, Kolkata – 700 026, Ward No. 83, under their occupation within 15 days from the date of obtaining the sanctioned plan of the proposed building subject to payment of the rent of alternate accommodation of the Owner hereof, as aforesaid.

21) **THE OWNER HAVE FURTHER AGREED AS FOLLOWS:**

- i) Not to sell, transfer, alienate or encumber their right over the said premises except their Allocation as Owner's share of allocation in the proposed New Multistoried Building subject to, however, fulfilling the terms of this agreement by such transfers.
- ii) Not to cause any obstruction or interference in the bona fide construction erection and completion of the New Multistoried Building on the said Premises.
- iii) To execute a Power of Attorney appointing the Developer or its successor or successors in office and/or nominee or nominees as its Constituted Attorney authorizing to do all deeds and things necessary for completion of the project and for dealing with Developer's allocation in the proposed building.

23. In the event of the new construction work being delayed and/or destroyed due to the reasons amount to Force Majeure or conditions beyond his control i.e. to say by earthquake, tempest or other Act of God, fire, riots, civil commotion or any other irresistible forces not caused by any act of the Developer and/or their workmen in that situation, the Developer shall not be treated as defaulter and not



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responsible for delayed construction beyond the period of 30 months.

Similarly, if the construction work, while in progress, being delayed due to any incident other than Act of God, the Developer shall be solely responsible to take care of such incident itself and ensure speedy completion of the work using obviously superior quality materials and skilled labour force to finish the project within the stipulated period as indicated above, failing of which the clause of penalty as mentioned will be charged.

24. The Developer shall be entitled to deal with or to dispose of its allocated portion of the constructed space in any manner they think fit and proper without any interference from each other as long as such disposals shall not violate any provision of this Agreement.

25. **MISCELLANEOUS :**

- i) For the purpose of sale and/or transfer of their respective allocations no further consent of the other party shall be required and this Agreement by itself shall be treated as such consent.
- ii) Immediately after obtaining the sanctioned plan of the proposed building from the Kolkata Municipal Corporation on the amalgamated property, the Owner shall hand over the vacant and khas possession of premises Nos. 28C & undivided $\frac{1}{2}$ share of 28/1, Mahim Halder Street, P.S. Kalighat, Kolkata – 700 026, within the limits of the Kolkata Municipal Corporation under Ward No. 83 to the Developer to enable them to start construction of the said multi storied building. After delivery of possession of the existing property now under occupation of the Owner to the Developer, the Owner shall not create any encumbrances and / or liens in respect of the property and the Developer's exclusive right for development of the aforesaid property shall not in any way be affected and



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shall co-operate in all possible manner with the Developer.

- iii) The Developer will at its own cost and expenses arrange for all materials to be used for construction, being the best quality available in the market, sound and well-seasoned, and also tools, implements, scaffolding whatsoever necessary for carrying out and/or completing the said work according to the said plans and specifications. Under no circumstances, the Developer will erect the building with inferior quality materials thereby endangering the safety and lives of the respective flat owner.
- iv) Advocate fees to be realized from the prospective purchasers of the Developer and the Owner for their respective allocated flats and the Agreements/Deeds thereof to be prepared by the Advocate of the Developer.
- v) The Developer on completion of the proposed building shall cause the formation of the Association/Company/Organization for maintenance of the said building and the Owner or their nominee or nominees shall become members of said Association and shall be abide by the Rules and Regulations framed thereof and shall also pay proportionate cost of formation of such Association.

26. **GUARANTEE :**

Developer shall make up/rectify at its own cost if any deficiency/defect reported by the Owner of the First Part within 12 months after delivery of the flats.

25. **ARBITRATION:**

In the event of any disputes or differences arising between the parties in regard to this agreement or any matter connected therewith, the same will be referred to and settled by the sole Arbitration of Shri N.N. Chakraborty, Advocate, as per the provision of Arbitration and Conciliation Act, 1996 or any modification or enactment there under for the time being in force.



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26. **JURISDICTION:**

Only Courts at Kolkata shall have the jurisdiction to entertain, try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Agreement or connected therewith.

FIRST SCHEDULE AS REFERRED TO ABOVE

ALL THAT the piece and parcel of land with structure measuring about 02 Cottha, 09 Chittaks and 34 Sq.ft. together with brick built structure standing thereon measuring about 500 Sq.ft. situated at premises Nos. 28C & undivided $\frac{1}{2}$ share of 28/1, Mahim Halder Street P.S Kalighat Kolkata – 700 026, Ward No. 83, and butted and bounded as follows:

ON THE NORTH : By 27D, Mahim Halder Street;

ON THE SOUTH : By 28/1 & 28B, Mahim Halder Street;

ON THE EAST : By 12B, Sadananda Road;

ON THE WEST : By 28D, Mahim Halder Street.

SECOND SCHEDULE AS REFERRED TO ABOVE

GENERAL SPECIFICATION:

1. The building is described on RCC column foundation. The entire construction in all phases will be treated with water proofing compound, the external walls shall be 200 mm thickness brick walls and the internal portion walls shall be 75 mm and 125 mm of partition wall between two flats thickness of brick walls as per K.M.C. Sanction.
2. The flooring of the proposed building may be finished with marble (24" x 24") and car parking floor may be finished with Kota stone.
3. All interior walls would be finished with plaster of paris.
4. Toilet will have marble and ceramic glazed tiles upto 6 feet height.
5. Kitchens will have RCC cooking platform with Granite counter with stainless steel sink and ceramic tiles to dado up to 750 mm height from the top of cooking platform .
6. All doors will be of flush door apart from the main door which will be of wooden panel door and frames will be of sal wood and main door



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will be polished on both sides and rest all doors will be finished with one coat primer and necessary brass tower bolts and handles will be provided.

7. Water supply round the clock is assured through Kolkata Municipal Corporation source for which necessary underground and overhead water reservoir of adequate measurement will be made.
8. All windows would be of good quality aluminum windows as per Architects design.
9. Each flat will two Western type commode (parryware) in addition to one wash basin, shower and necessary pillar cocks/bib cocks (essco) will be provided.
10. There will be full concealed conduct copper wiring (with standard quality ISI brand) in flats and proposed building. In each room there will be one fan, two lights and one plug point. In other places light points in toilet, kitchen and drawing-dining only electric call bell point only at the main door one geyser point in each toilet and one exhaust fan point in each kitchen and toilet.
11. Electrical fitting (standard quality ISI mark) .
12. Sanitary fittings (standard quality ISI marks).
13. Special fitting/finish will be provided as per customer's choice at extra cost.

**THE THIRD SCHEDULE ABOVE REFERRED TO :
(Common Areas and Installations)**

1. Entrance and exist of the building
2. Boundary walls and main gate
3. Drainage and sewerage lines and other installations for the same (except only those installed in the exclusive area of any flat/unit)
4. Staircase and lobbies on all floors and the staircase room lift well and lobby. Entire roof of the building.
5. Lifts, its equipments and installations lift well, machine room, etc.
6. Electric sub-station and electrical wiring and other fittings (excluding only those installed in the exclusive area of any flat/unit and/or exclusively for its use.
7. Meter space water pump space water reservoir together with all



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- common plumbing installation for carriage of water (save only those exclusively within and for the exclusive use of any flat/unit) .
8. Such other common parts, area, equipment installation, fittings, fixtures and space in or about the land and the building as may be necessary for passage and/or user in common by the co-owner.

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

SIGNED SEALED AND DELIVERED BY THE OWNER AT KOLKATA IN PRESENCE OF :

1. Manish Kr Mouy a
36/59, Jyotish Roy Road
West - 700053
2. Rana Bandyopadhyay
36, Chakraborty Road (South)
Kolkata - 700025

Susanta Mukherjee
[SUSANTA MUKHERJEE]

(OWNER)

SIGNED SEALED AND DELIVERED BY THE DEVELOPER AT KOLKATA IN PRESENCE OF :

1. Manish Kr Mouy a .

2. Rana Bandyopadhyay

for EVERLIKE SUPPLIERS PVT. LTD
Arunkumar
Director
(ARUN KEDIA)
(DEVELOPER)

[PAN - AF C P K 8353 F]

Prepared by
[Signature]
Alipore police station
West-22



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MEMO OF CONSIDERATION

Received a sum of Rs. 35,00,000/= (Rupees thirty five lakhs only) from the aforesaid Developer as and by way of non-refundable amount as per memo given below :

MODE.	Drawn on	Dated	Amount
RTGS	TAMILNAD MERCANTILE BANK LTD	09.02.2015	Rs. 35,00,000/-

			Rs. 35,00,000/-
			=====

(Rupees thirty five lakhs only)

**SIGNED SEALED AND DELIVERED BY THE
OWNER AT KOLKATA IN PRESENCE OF :**

1. Manish Kr Mouya
36/39, Jyotish Ray Road
KWT-700053
2. Rana Pradyopadhyay
36, Chakraborty Road (South)
Kolkata- 700025

Susanta Mukherjee

(OWNER)

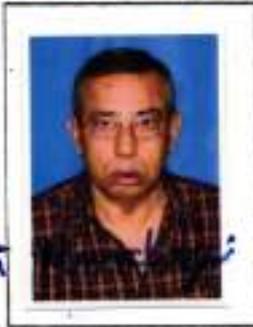


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SPECIMEN FORM FOR TEN FINGER PRINTS



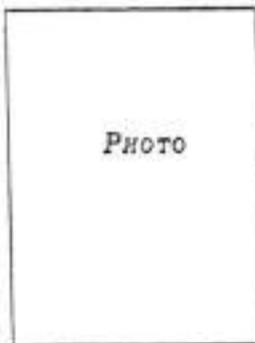
Susmita

<i>Susmita Mukherjee</i>	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



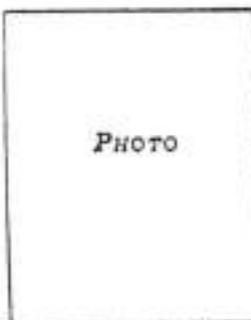
Arvind K.

<i>Arvind K.</i>	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



PHOTO

	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



PHOTO

	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



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09 FEB 2015
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Government Of West Bengal
Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : I - 00953 of 2015
(Serial No. 01164 of 2015 and Query No. 1605L000001148 of 2015)

On 09/02/2015

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

Presented for registration at 17.00 hrs on :09/02/2015, at the Private residence by Arun Kumar Kedia ,Claimant.

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

Execution is admitted on 09/02/2015 by

1. Susanta Mukherjee, son of Late Sunil Kumar Mukherjee , 28 C, Mahim Halder Street, Kolkata, Thana:-Kalighat, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026, By Caste Hindu, By Profession : Others
2. Arun Kumar Kedia
Director, M / S . Everlike Suppliers Private Limited, 50, Suburban School Road, Kolkata, Thana:-Kalighat, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025.
, By Profession : Business

Identified By Manish Kr. Mourya, son of Bali Ram Mourya, 86/59, Jyotish Roy Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700053, By Caste: Hindu, By Profession: Business.

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 10/02/2015

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 : 5, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 38510.00/-, on 10/02/2015

(Under Article : B = 38489/- ,E = 21/- on 10/02/2015)

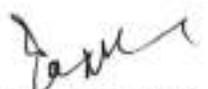
Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-86,04,236/-

Certified that the required stamp duty of this document is Rs.- 10021 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 9950/- is paid , by the draft number 210484, Draft Date 06/02/2015, Bank : State Bank of India, HARISH MUKHERJEE ROAD, received on 10/02/2015


(Arnab Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR





Government Of West Bengal
Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : I - 00953 of 2015
(Serial No. 01164 of 2015 and Query No. 1605L000001148 of 2015)

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR



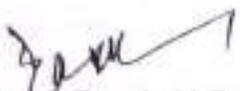
(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR
EndorsementPage 2 of 2



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 5
Page from 198 to 231
being No 00953 for the year 2015.




(Anjan Basu) 11-February-2015
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. ALIPORE
West Bengal