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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

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Certified that the Document is admitted to  
 Registration and this document  
 are the part of  
 Additional Registrar  
 of Assurances II Kolkata

10 SEP 2022

**DEVELOPMENT AGREEMENT**

THIS AGREEMENT made this 10<sup>th</sup> day of August Two thousand Twenty Two (2022)

**BETWEEN**

Additional Registrar of Assurances II Kolkata

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Mini Case No. 1767 919  
 J (1) - 250  
 J (2) - 100  
 Total  
 Received on 19/9/22

SL. NO. 1670 DT. 07 JUN 2022

NAME S. C. MAZUMDER  
ADDRESS ALIPORE POLICE COURT  
KOLKATA-700027

RS. 100/-

TANMOY KAR PURKAYASTHA  
(STAMP VENDOR)  
ALIPORE POLICE COURT  
KOLKATA-27



*Munam chand Agencal*



ADDITIONAL SECRETARY  
OF ASSAM  
- 9 SEP 2022



(1) **MANI VATIKA PRIVATE LIMITED**, (having CIN U70101WB2006PTC107875 and PAN AAECM5829L) having its Registered office at No. 4A, Nandalal Basu Sarani, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata - 700071, being represented by its Director Mr. P.V. Paulose son of Late Paulose Varkey,, working for gain at the same address of the Company (2) **MANI FARMHOUSE PRIVATE LIMITED** (having CIN U01409WB2005PTC105906 and PAN AAECM4502C) having its registered Office at No. 164/1, Manicktala Main Road, Police Station Phoolbagan, Post Office Kankurgachi, Kolkata -700054, being represented by its Director, Mr. Protap Mondal son of Late Prabir Kumar Mondal working for gain at the same address of the Company, (3) **MANI CULTIVATION PRIVATE LIMITED** (having CIN U01409WB2005PTC105908 and PAN AAECM4504E) having its registered Office at No. 164/1, Manicktala Main Road, Police Station Phoolbagan, Post Office Kankurgachi, Kolkata -700054, being represented by its Director Mr. Pratik Khanna son of Mr. Ashwani Khanna, working for gain at the same address of the Company, (4) **MANI FLORICULTURE PRIVATE LIMITED** (having CIN U01409WB2005PTC105907 and PAN AAECM4503D) having its Registered office at No. 164/1, Manicktala Main Road, Police Station Phoolbagan, Post Office Kankurgachi, Kolkata -700054, being represented by its Director Mr. Ajay Kumar Kataruka son of Late Bholanath Kataruka, working for gain at the same address of the company, (5) **MANI AGRICULTURAL FARMS PRIVATE LIMITED** (having CIN U01409WB2005PTC105905 and PAN AAECM4506G) having its Registered office at No. 164/1, Manicktala Main Road, Police Station Phoolbagan, Post Office Kankurgachi, Kolkata -700054, being represented by its Director Mr. Utang Saraf son of Anand Kumar Saraf working for gain at the same address of the Company (6) **MANI FLOWER PRODUCTS PRIVATE LIMITED** (having CIN U01409WB2005PTC105904 and PAN AAECM4505F) having its Registered Office at No. 4A Nandalal Basu Sarani, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata-700071, being represented by its Director Mr. P.V. Paulose son of Late Paulose Varkey, working for gain at the same address of the Company (7) **AADHARSEELA GOODS PRIVATE LIMITED** (having CIN U51909WB1995PTC072273 and PLAN AACCA2169D) having its registered Office at No. 164/1, Manicktala Main Road, Police Station Phoolbagan, Post Office Kankurgachi, Kolkata-700054, being represented by its Director Mr. Ajay Kumar Kataruka son of Late Bholanath Kataruka, working for gain at the same address of the company, (8) **MANIDEEPA PROPERTIES PRIVATE LIMITED** (having CIN



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REGISTRAR OF ASSURANCES  
CALCUTTA  
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Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
GRIPS eChallan

GRN Details

GRN: 192022230116797788 Payment Mode: Online Payment (SBI Epay)  
GRN Date: 07/09/2022 19:27:09 Bank/Gateway: SBIPay Payment Gateway  
BRN : 8321798815327 BRN Date: 07/09/2022 19:28:22  
Gateway Ref ID: 222508786816 Method: HDFC Retail Bank NB  
Payment Status: Successful Payment Ref. No: 2002693365/6/2022  
[Query No\*/Query Year]

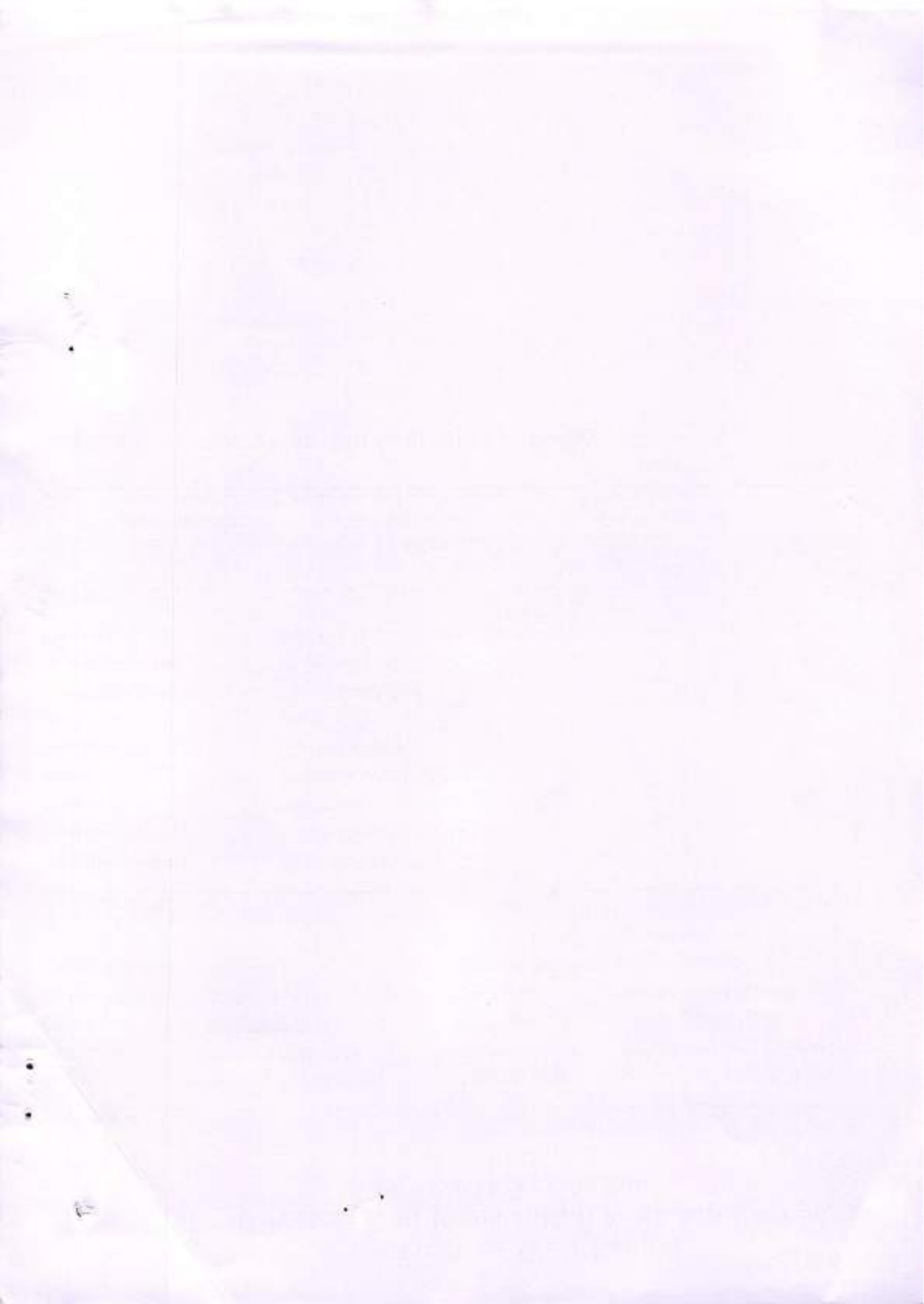
Depositor Details

Depositor's Name: SIOM REALTY PVT LTD  
Address: 11/1, SUNNY PARK KOLKATA  
Mobile: 9903953188  
EMAIL: deepak@shivomrealty.com  
Depositor Status: Buyer/Claimants  
Query No: 2002693365  
Applicant's Name: Miss Anindita Roy  
Identification No: 2002693365/6/2022  
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002693365/6/2022	Property Registration- Stamp duty	0030-02-103-003-02	75020
2	2002693365/6/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
			<b>Total</b>	<b>75041</b>

IN WORDS: SEVENTY FIVE THOUSAND FORTY ONE ONLY.





U70101WB2006PTC107877 and PAN AAFCM0572R) having its registered Office at No. 164/1, Manicktala Main Road, Police Station Phoolbagan, Post Office Kankurgachi, Kolkata -700054, being represented by its Director Mr. Pratik Khanna son of Mr. Ashwani Khanna, working for gain at the same address of the company,

**(9) MANI AKASH HIRISE PRIVATE LIMITED** (having CIN U70101WB2006PTC107871 and PAN AAECM5835E) having its registered Office at No. 164/1, Manicktala Main Road, Police Station Phoolbagan, Post Office Kankurgachi, Kolkata -700054, being represented by its Director Mr. Prolay Mondal son of Late Prabir Kumar Mondal, working for gain at the same address of the company,

**(10) MANI KANCHAN PROPERTIES PRIVATE LIMITED** (having CIN U70101WB2006PTC108862 and PAN AAECM6963B) having its Registered Office at No. 4A Nandalal Basu Sarani, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata-700071, being represented by its Director Mr. Deepak Agarwal (PAN: AJPPA9139A, Aadhaar Card No. 970765110207) son of Sri Sushil Kumar Agarwal, residing at P-274, CIT Scheme VIM, Manicktala Main Road, 2<sup>nd</sup>Floor, Kankurgachi, Kolkata 700054, Police Station PhoolBagan, Post Office Kankurgachi, working for gain at the same address of the company,

**(11) MANIAM DEVELOPERS PRIVATE LIMITED** (having CIN U45400WB2007PTC118363 and PAN AAFCM3190F) having its Registered Office at No. 4A Nandalal Basu Sarani, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata-700071, being represented by its Director Mr. P.V. Paulose son of Late Paulose Varkey, working for gain at the same address of the company,

**(12) MANIAM CONSTRUCTIONS PRIVATE LIMITED** (having CIN U45400WB2007PTC118360 and PAN AAFCM3189C) having its Registered Office at No. 4A Nandalal Basu Sarani, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata-700071, being represented by its Director Mr. Pratik Khanna son of Mr. Ashwani Khanna, working for gain at the same address of the company,

**(13) MANIKARN PROPERTIES PRIVATE LIMITED** (having CIN U70101WB2005PTC107884 and PAN AAECM6021C) having its Registered Office at No.164/1, Manicktala Main Road, Police Station Phoolbagan, Post Office Kankurgachi, Kolkata 700054 being represented by its Director Mr. Pratik Khanna son of the Mr. Ashwani Khanna, working for gain at the same address of the company,

**(14) MANIKAM PROPERTIES PRIVATE LIMITED** (having CIN U70101WB2006PTC107886 and PAN AAECM5862H) having its Registered Office at No.4A Nandalal Basu Sarani, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata 700071 being represented by the Director Mr. Pratik Khanna son of the Mr. Ashwani

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Khanna, working for gain at the same address of the company, **(15) MANILA BUILDERS PRIVATE LIMITED** (having CIN U45400WB2007PTC118364 and PAN AAFCM3191E) having its Registered Office at No.164/1, Manicktala Main Road, Police Station Phoolbagan, Post Office Kankurgachi, Kolkata 700054, being represented by its Director Mr. Mihir Paik son of Mr Manindra Nath Paik, working for gain at the same address of the company, **(16) SUSWAPAN TIE-UP PRIVATE LIMITED** (having CIN U52190WB1995PTC068719 and PAN AAHCS1229B) having Registered Office at No.164/1, Manicktala Main Road, Police Station Phoolbagan, Post Office Kankurgachi, Kolkata 700054, being represented by its Director Mr. Ajay Kumar Kataruka son of Late BholanathKataruka, working for gain at the same address of the company, and all Companies above being incorporated under the Companies Act 1956, **(17) GOURIK BUILDERS LLP**, (PAN: AAUFG1556H, LLPIN: AAP-7400) a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008, having its office at No. 1425, Laskarhat, Kolkata 700039, Police Station and Post Office Tiljala, represented by its Partner Mr. Vikram Chand Balchand Agarwal (PAN: AAQPA7628A, Aadhaar Card No. 510931487266) son of Late Balchand Ramnarayan Agarwal, residing at "Maniam", Flat No. 4B, 3/2A, Garcha First Lane, Kolkata 700019, Police Station Gariahat, Post Office Ballygunge, **(18) GAJPATI CONSTRUCTIONS LLP**, (PAN: AAUFG1694A, LLPIN: AAP-7201) a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008, having its registered office at No. 1425, Laskarhat, Kolkata 700039, Police Station and Post Office Tiljala, represented by its Partner Mr. Sameer Vikram Agarwal (PAN: ADYPA4896M, Aadhaar Card No. 784426151812), son of Mr. Vikram Chand Agarwal, residing at "Maniam", Flat No. 4B, 3/2A, Garcha First Lane, Kolkata 700019, Police Station Gariahat, Post Office Ballygunge, **(19) MAHAPITHA CONSTRUCTIONS LLP**, (PAN: ABLFM8325J, LLPIN: AAP-7399) a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008, having its office at No. 1425, Laskarhat, Kolkata 700039, Police Station and Post Office Tiljala, represented by its Partner Mrs. Priyanka Agarwal (PAN:AEHPA6491G , Aadhaar Card No.981220595982) wife of Mr. Sameer Vikram Agarwal, residing at No. 3/2A Garcha 1<sup>st</sup> Lane, Kolkata 700019, Police Station and Post Office Ballygunge, **(20) STORICK CONSTRUCTORS LLP**, (PAN: ADZFS6485K, LLPIN: AAN-4232) a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008, having its office at No. 1425, Laskarhat, Kolkata 700039, Police Station and Post Office Tiljala, represented by its Partner Mr. Sameer Vikram Agarwal (PAN: ADYPA4896M,



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Aadhaar Card No. 784426151812), son of Mr. Vikram Chand Agarwal, residing at "Maniam", Flat No. 4B, 3/2A, Garcha First Lane, Kolkata 700019, Police Station Gariahat, Post Office Ballygunge, **(21) TANSY WORTH LLP**, (PAN: AAPFT2437H, LLPIN: AAP-5116) a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008, having its registered office at No. NP Paschim Para, Saltee Plaza, Kolkata 700102, Police Station Bidhan Nagar and Post Office SechBhawan, represented by its Partner Mrs. Priyanka Agarwal (PAN: PAN:AEHPA6491G , Aadhaar Card No.981220595982) wife of Mr. Sameer Vikram Agarwal, residing at No. 3/2A Garcha 1<sup>st</sup> Lane, Kolkata 700019, Police Station and Post Office Ballygunge, and **(22) ACOTECH PLAZA PRIVATE LIMITED**, (PAN: AAOCA3461C, CIN: U45400WB2016PTC210238) a Company incorporated under the Companies Act, 1956, having its office at No. 15/11/B, Chowbaga Road, Kolkata 700039, Police Station and Post Office Tiljala, represented by its Director, Mr. Vikram Chand Balchand Agarwal (PAN: AAQPA7628A, Aadhaar Card No.510931487266) son of Late Balchand Ramnarayan Agarwal, residing at "Maniam", Flat No. 4B, 3/2A, Garcha First Lane, Kolkata 700019, Police Station Gariahat, Post Office Ballygunge,

...all hereinafter collectively called "the **OWNERS**" (which term or expression shall unless excluded by or repugnant to the subject or context mean and include their and each of their respective successors or successors-in-office) of the **ONE PART:**

**AND**

**SIOM REALTY PRIVATE LIMITED** (PAN AAECM1910C), a Company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at No.11/1 Sunny Park, 1<sup>st</sup> Floor, P.S. Ballygunge, P.O. Ballygunge, Kolkata 700019, represented by its Director, Mr. Sameer Vikram Agarwal (PAN ADYPA4896M) son of Mr. Vikram Chand Agarwal residing at Maniam, 3/2A, Garcha 1st Lane, Flat No.4B, P.S.Gariahat, P.O.Gariahat, Kolkata 700019

... hereinafter called "the **DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successors or successors-in-office and/or assigns) of the **SECOND PART:**

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**WHEREAS:**

A. The Owners do and each of them doth hereby represent assure and warrant in favour of the Developer as follows:

- (i) That the Owners herein are seized and possessed of and/or otherwise well and sufficiently entitled to as the full and absolute owners to **All Those** the pieces and parcels of land containing an aggregate area of **5 (five) Bigha 19(Nineteen) Cottahs 7 (Seven) Chittacks 27.3(Twenty Seven point Three) Square Feet** more or less (equivalent to 197.48 Decimals), situate lying at and comprised in various Dags recorded in various Khatians, all in Mouza Chakpachuria, J.L. No.33, P.S. New Town (formerly Rajarhat), P.O. New Town, Kolkata 700 156, within Patharghata Gram Panchayat, Rajarhat, District North 24 Parganas, West Bengal (fully described in the **First Schedule** hereunder written and hereinafter for the sake of brevity called "the **SAID PREMISES**").

Devolution of title in respect of the said Premises is mentioned in the **Second Schedule** hereunder written;

- (ii) That after purchase of the said Premises, the Owners caused mutation of their names in the records of the concerned B.L. & L.R.O. as owners of the said Premises and also caused conversion in the nature of use of the said Premises to "Bastu"/"Housing Complex"/"Bahutal Abasan", as described hereinabove. In case any land is found not to have been mutated, then the Owners shall cause mutation at their own costs and expenses;
- (iii) That the entirety of the said Premises is in khas peaceful vacant physical possession of the Owners and no person has any claim or demand with regard thereto;
- (iv) That the representations, assurances warranties and covenants contained in the title deeds by which the Owners acquired the said Premises still hold true and the Owners have not done any act deed or thing which could in any manner encumber or affect their title or interest in the said Premises and the Owners shall also satisfy the



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Banks Institutions and Lenders to the project/ flat Owners / Unit Owners.

- (v) There is no subsisting agreement for transfer by way of sale, lease or otherwise concerning the said Premises or any part thereof or any undivided share therein. However, as far as the Owner Nos.1 to 16 are concerned, their property is charged to JM Financial Credit Solution Limited;
- (vi) That there is no restraining order or legal bar or restriction or impediment or any other difficulty in the Owners selling conveying or transferring the said Premises or in entering into this agreement with the Developer;
- (vii) That the Owners hereby represent that the responsibility and adherence of this agreement by the Owners towards the Developer shall always be joint and/or several at the option of the Developer. The Developer shall not be responsible for any disagreement or adversarial circumstance between the Owners inter se and no internal understanding or arrangement between the Owners inter se shall affect the Project or the Developer in any manner whatsoever;

B. The Parties have mutually decided to take up the Project, i.e. undertake development of the said Premises by construction of the New Buildings thereon and commercial exploitation thereof in the manner contained in this Agreement, with the main crux being that development at and construction of New Buildings shall be made by the Developer at its own costs and expenses and the revenues arising from sale and transfer thereof shall be shared by the Parties hereto in the ratio and manner hereinafter mentioned.

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

1. **Appointment:** The Owners hereby appoint the Developer as the developer of the said Premises and irrevocably permit and grant exclusive right to the Developer to develop the said Premises by constructing New Buildings thereat for mutual benefit and for the consideration and on the terms and

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conditions herein contained. The Developer hereby accepts the said appointment by the Owners.

2. **Title not to be affected:** The Owners shall ensure that the title and interest of the Owners to the said Premises is not affected during the currency of this agreement and till all saleable areas and rights therein are sold and transferred and/or allotted to the parties hereto in terms hereof. If any encumbrance or liability is found in respect of the said Premises, the Owners shall clear the same at their own costs.
3. In this agreement, the term "**Saleable Spaces**" shall mean and include shops, offices, flats, units, Parking spaces / rights and all other areas rights and spaces capable of being sold or transferred or let out.

It is clarified that Saleable Spaces shall also included all commercial and other benefits accruing / derivable from the New Buildings and the Premises, such as hoardings, signages, bill-boards etc., and not specifically mentioned or dealt with herein.

4. **Possession:** Upon execution of this Agreement, the Developer shall be entitled and permitted to enter upon the said Premises as permissive licensee for purposes connected to this agreement for development and construction and take steps for the purpose of the Project including for measurement, planning, soil testing, etc. and construction of the New Buildings as per the Building Plans for the purpose of execution of the Project. Upon sanction of the plan, the Owners shall hand over peaceful vacant physical possession of the said Premises to the Developer for the purpose of execution of the Project.
5. **Documents of title:** The Original Title Documents pertaining to the lands of Owner Nos.1 to 16 are presently in custody of JM Financial Credit Solution Limited, as collateral security for loan taken by Mani Square Ltd., pursuant to the registered mortgage dated 05/10/2018 and Hypothecation deed dated 04/10/2018; Prior to execution of each agreement for sale of flats / units / saleable spaces at the said Premises, the Owner Nos.1 to 16 shall obtain the requisite NOC of the said Lender. On or before the completion of the development at the said Premises and transfer of Saleable Spaces, the Owner Nos.1 to 16 shall obtain full release of the said Premises from the

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mortgage / charge created thereon and thereafter keep the title deed in custody of the Owner Nos.1 to 16, who shall keep the same safe unobliterated and uncanceled and shall produce the same before the Developer or its agents and/or any person or authority authorised by the Developer and also permit to be examined, inspected and given in evidence and also furnish true or attested or otherwise copies of or extracts or abstracts from the same as may be reasonably required by the Developer. Further, after release by JM Financial Credit Solution Limited, in case the Original Title Documents of the Owner Nos.1 to 16 to the said Property are required to be deposited with any financier / bank / financial institution / lender to enable the Developer to obtain loans / finances as contained in Clause 24 herein below, then the same shall be forthwith made over by the Owner Nos.1 to 16 to such financier / bank / financial institution / lender as advised by the Developer. Upon completion of the Project, the Original Title Documents of the said Property shall be handed over to the Association of the Buyers.

Insofar as the title deeds of the Owner Nos.17 to 22 is concerned, it is agreed that the Original Title Documents of the said Property shall be kept with the Developer, who shall keep the same safe unobliterated and uncanceled. Further, in case the Original Title Documents of the Owner Nos.17 to 22 to the said Property are required to be deposited with any financier / bank / financial institution / lender to enable the Developer to obtain loans / finances as contained in Clause 24 herein below, then the same shall be forthwith made over by the Owner Nos.17 to 22 to such financier / bank / financial institution / lender as advised by the Developer. Upon completion of the Project, the Original Title Documents of the said Property shall be handed over to the Association of the Buyers.

6. **Undertake Development:** The Developer shall undertake the work of development at the said Premises immediately after the Owners complying with their obligations herein contained and all necessary permissions and clearances having been obtained and there being no fetters with regard thereto.
7. **Land Related Permissions:** The Owners shall at their cost obtain the permission/no objection from the Competent Authority under the Urban



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Land (Ceiling & Regulation) Act 1976 and also those required to be obtained from the Panchayat, WBHIDCO and NKDA for the development herein envisaged.

8. **Plan :** For the purpose of development, the Developer shall prepare and have sanctioned the building plan for construction of residential and/or commercial and/or mixed use building/s at the said Premises and endeavor to consume the maximum permissible FAR (Floor Area Ratio) available, including the additional FAR if available for a Green Building construction / Metro Corridor dealt with in details in Clause 27 hereinbelow.
- 8.1 Notwithstanding anything elsewhere to the contrary herein contained, it is placed on records that the Plan has already been sanctioned by the concerned authorities for 3 (three) Buildings being B+G+XII, B+G+I and B+G+XVI vide Ref No. 2777(3)/NKDA/BPS-04(64)/2014 dated 13.04.2022, 57/NZP dated 21.04.2022 and 570/RPS dated 28.04.2022 and this agreement shall be read and construed accordingly. The Parties intend to obtain additional sanctions for the unconsumed FAR, as also for additional FAR on account of Green Building construction / Metro Corridor.
9. **Sanction Fee etc.:** The sanction fee and sanction related expenses has been and/or shall be borne and paid by the Developer Subject To the provisions of Clause 27 hereinbelow.
10. **Commencement of Construction and Completion:** With regard to time of completion of the Project, it has been agreed between the Parties that the Developer shall commence the construction work of the New Buildings within 3 (three) months of receiving the last of the following : (i) the Owners complying with their obligations herein contained; (ii) Building Plan being sanctioned (which has already been sanctioned as aforesaid), (iv) the Owners making available the entirety of the said Property to the Developer in peaceful vacant condition and (v) obtaining of all Approvals necessary for development, including the permission/no objection from the Competent Authority under the Urban Land (Ceiling & Regulation) Act 1976 and those necessitated by Real Estate (Regulation & Development) Act, 2016 (**Commencement Date**) and there being no fetters or embargo on the Developer in commencing development. It is placed on records that the Developer will commence construction based on the existing sanctioned



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plan. The Developer shall construct, erect and complete the New Buildings (based on the existing sanctioned plan) within a period of 40 (Forty) months from the Commencement Date with an additional grace period of another 6 (six) months from the Commencement Date (**Completion Time**) and upon additional sanctions being approved / permitted as dealt with in Clause 8.1 hereinabove, the Commencement Date shall be deemed to start from the date of such additional sanctions. It is also agreed and clarified that as between the Completion Time herein agreed and the Completion Time agreed with the Transferees, the later of the two completion times shall prevail. The aforesaid Commencement Date and Completion Time shall be subject to Force Majeure and other reasons beyond the control of the Developer.

- 10.1 The Developer shall construct the New Building/s with such specifications as are mentioned in **Annexure "A"** hereto.
- 10.2 **Powers And Authorities:** For obtaining sanction of the plan and undertaking development and construction at the said Premises and for sale transfer and disposal of the saleable spaces and rights at the said Premises the Developer shall have all rights powers and authorities.
- 10.3 With effect from the date hereof, the Developer shall be at liberty to and duly authorised and empowered to pursue the matters with regard to sanction / revalidation / modification / alteration etc., of the Plan and construction, development and commercial exploitation of the said Premises in the manner herein agreed, including appointment of architects, engineers etc.
- 10.4 The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the said Premises. The recurring charges for such temporary as also existing connections will be paid by the Developer till the building is ready to the extent necessary for handing over the possession.
- 10.5 The Developer shall be authorized in the name of the Owners to apply for and obtain quotas, entitlements and other allocations for cement, steel,

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bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings.

- 10.6 The Owners agree not to cause any obstruction, interference or hindrance in the Developer carrying out the work of development herein envisaged.
- 10.7 The Owners have simultaneously with the execution of this Agreement granted to the Developer and/or its nominees, Power(s) of Attorney inter alia for the purpose of getting the Building Plans sanctioned/revalidated/modified/alterd by the Authorities, and for the purpose of dealing with all regulatory issues relating to the Project and dealing with different authorities in connection with construction of the New Buildings and for the purpose of booking and sale and transfer of the New Buildings and all Saleable Spaces comprised in the said Premises.
- 10.8 Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans, etc. for enabling the Developer to perform all obligations under this Agreement pertaining to development of the said Premises.
11. **Demolition:** The Owners shall at their own costs demolish the existing structures at the said Premises immediately after sanction of the Building Plan.
- 11.1 **Boundary Perimeter:** The Owners shall at their own costs cause the said Premises to be bounded by columns and GI Sheets.
12. **Owners' Consideration:**
- 12.1 **Owners' Allocation and/or Owners' Share of the Gross Sale Proceeds** shall mean and include: **40% (forty percent)** of the Gross Sale Proceeds earned from sale and transfer of all Saleable Spaces;

The Owners' Share of the Gross Sale Proceeds shall be received by the Owners from the Sale Consideration Bank Account / RERA Escrow Account as mentioned in this Agreement.

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In case of portions of the New Building/s remaining unsold for a period of 1 (one) year from the date of issue of completion certificate, then Owners' shall be allocated **40% (forty percent)** of such unsold areas (based on value) together with an undivided indivisible impartible proportionate share and/or interest in the Land and the Common Portions. At the time of such allocation, Extra Charges and Deposits as other unit-buyers shall be liable to pay to the Developer.

As amongst the Owners, it is agreed that their respective entitlements in the Owners' Share of the Gross Sale Proceeds shall be in proportion to their respective ownership in the said Premises.

### **13. Developer's Consideration:**

- 13.1 **Developer's Allocation and/or Developers' Share of the Gross Sale Proceeds** shall mean and include: **60% (sixty percent)** of the Gross Sale Proceeds earned from sale and transfer of all Saleable Spaces;

The Developer's Share of the Gross Sale Proceeds shall be received by the Owners from the Sale Consideration Bank Account / RERA Escrow Account as mentioned in this Agreement.

In case of portions of the New Building/s remaining unsold for a period of 1 (one) year from the date of issue of completion certificate, then Developer / Present Developer shall be allocated **60% (Sixty percent)** of such unsold areas (based on value) together with an undivided indivisible impartible proportionate share and/or interest in the Land and the Common Portions.

For the purpose of such allotment of unsold areas, the Developer will divide the unsold areas into five lots of equal value and the Owners shall have the choice of selecting any two of such lots (i.e., 40%) as their allocation of unsold areas.

### **14. Gross Sale Proceeds and Financials:**

- 14.1 **Gross Sale Proceeds** : For the purpose of this Agreement, the expression "Gross Sale Proceeds" shall mean all amounts receivable or received from the sale and/or transfer of Saleable Spaces and other spaces areas rights and benefits but following items are however excluded



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/ deducted from the Gross Sale Proceeds which shall be received by the Developer exclusively:-

- a) Marketing and advertising costs and brokerages, which the parties have mutually agreed and fixed at 4% (four Percent) of the Gross Sale Proceeds without getting into the details;
- b) Statutory realisation, including but not limited to Goods and Services Tax (GST) etc.;
- c) Any amount received as deposit on account of electricity, maintenance charges, taxes etc., as also legal / documentation charges.

15. **Sales and Disbursement of Sale Proceeds:** The principal policy decisions regarding the sale and transfer of the Project (i.e. the total saleable spaces) including deciding the transfer price and revising the same from time to time, shall be taken by the Developer in consultation with the Owners. The sale considerations in respect of the sales of the Units in the New Buildings shall be deposited in a separate bank account / RERA Account opened for such purpose (in short called "**Sale Consideration Bank Account**") which shall be operated by the Developer. No other bank account shall be used for deposit of the sale considerations from the Project. Suitable standing instructions shall be given to the Bank for disbursement of the sale proceeds (excluding GST) collected in such Sale Consideration Bank Account to the respective accounts of the Owners and the Developer, with necessary adjustments with regards to refund of Security Deposit (if and as applicable), GST (if deposited), marketing and advertising costs and brokerages etc. The account shall work in escrow mechanism and the Owners' Share of the Gross Sale Proceeds shall be automatically transferred to the Owners account in terms of this agreement by the end of everyday.

- 15.1 The Developer shall be entitled to engage and/or appoint marketing agents and brokers for marketing the spaces/units in the project. The Owners shall be liable for 40% of the amount of marketing and advertising costs and brokerages (which the parties have mutually agreed and fixed 4% (four Percent) of the Gross Sale Proceeds as aforesaid; i.e. the Owners' share shall be 1.6% of the Total Gross Sale Proceeds) and the same shall be deducted / adjusted from the Owners' Share of the Gross Sale Proceeds and



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necessary instructions to that effect shall be given from time to time by the Owners to the Bank in which the Sale Consideration Bank Account is opened

- 15.2 **Dealing with Transferees:** The Developer shall be solely responsible and entitled to deal with the Transferees regarding the sale, transfer and/or lease of all saleable spaces (excluding the Unsold Areas comprised in the Owners' Allocation) and shall take all necessary steps for the same including getting the transfer documents prepared and signed, collecting payments, handing over possession, etc.
- 15.3 In case any Saleable Spaces and other spaces areas rights and benefits within the said Property shall remain unsold after expiry of a period of 1 (one) year from the date of obtaining Completion Certificate from the authorities, such unsold Saleable Spaces and other spaces areas rights and benefits within the said Property shall be divided and allocated to the parties in the ratio in which they have agreed to share the Gross Sale Proceeds. The Unsold Areas shall be demarcated and divided by the parties mutually on equitable basis.
- 15.4 Upon Unsold Areas being allotted to the Parties hereto, each party shall be exclusively entitled to the area allotted to it with exclusive possession thereof and with exclusive right to sell, transfer or otherwise deal with and dispose off the same in any manner as it may deem appropriate, without any right, claim or interest therein whatsoever of the other parties.
- 15.5 In case any agreement to be entered into with the intending transferees for the sale and transfer of the units/constructed spaces are terminated, cancelled and/or rescinded for any reasons, the consequences of such termination, cancellation and rescinding shall be binding upon the Owners as well as the Developer. In case of such termination, cancellation and rescinding, the Owners as well as the Developer shall refund the amounts received by them subject to deduction of applicable cancellation charges along with applicable interest/compensation to such intending transferees within the agreed time frame.
16. **Transfer in favour of Transferees:** The Saleable Spaces and other spaces areas rights or benefits shall be sold and transferred in favour of the transferees thereof by initially entering into Agreements for Sale followed by



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handing over of possession to them by the Developer and ultimately transferring title by registered Deeds of Conveyance. Both the Owners and the Developer shall be parties in all such Agreements and Deeds of Conveyance.

- 16.1 The Owners shall from time to time, as and when required by and at the request of the Developer, execute and register sale / transfer deed or deeds or other documents of transfer for sale, transfer or disposal of Saleable Spaces and other spaces areas rights and benefits in the Project together with or independent of or independently the land comprised therein in favour of the respective transferees thereof without raising any objection whatsoever. All costs and expenses for execution and registration of such agreements and/or documents of transfer shall be borne and paid by the prospective Transferees.
- 16.2 **Preparation of Documents & Cost of Transfer of Units:** All documents of transfer will be prepared and vetted jointly by the Owners and the Developer. The costs of such conveyances including stamp duty and registration fees and all other legal fees and expenses shall be borne and paid by the transferees of Saleable Spaces and other spaces areas rights or benefits.
17. **Maintenance:** It is intended that upon completion of construction, the responsibility of maintenance management and upkeep of the New Building/s shall be handed over to a professional facility management company and till such time, the same shall be maintained managed and upkept by the Developer subject to the buyers / holders of units in the New Building/s making payment of maintenance charges / common expenses.
18. **Encumbrances and Liabilities:** In case at any time hereafter the said Premises or any part thereof be found to be affected by any encumbrance or any liability be found to be due in respect thereof, then and in such event the Owners shall be liable at its own costs to have the same cleared and in case the Owners fails to do so even after receiving notice to that effect from the Developer, the Developer shall be at liberty to have the same cleared at the costs and expenses of the Owners, and adjust such costs from the Owners' Share of Gross Sale Proceeds.



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19. **Owners not to deal:** The Owners hereby agree and covenants not to sell, transfer, assign, let out, grant lease, mortgage, charge or otherwise deal with or dispose of the said Premises or any portions thereof nor agree to do so, save and except to the Developer and/or its nominee or nominees and/or assigns **Provided That** nothing shall stop the Owners to create lien or charge on their own respective shares of the Gross Sale Proceeds and receive advance against its receivable from Bankers / other lenders.
20. **No interference or hindrance by Owners:** The Owners hereby covenants not to cause any interference or hindrance in the construction of the New Building/s. The Owners hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer is prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Saleable Spaces and other spaces areas rights or benefits.
21. **Extras & Deposits:** The Developer shall be entitled to receive in respect of the New Building/s all additional charges, expenses and/or deposits including for corpus deposit, formation of the Maintenance Body, Common Expenses, Municipal Taxes, supply of electricity, purchase and installation of generator / transformer, electric and water supply connections, additional work and amenities that may be provided, charges, out-pocket expenses and fees payable for changes/ regularization/ completion under the Building Rules. The Owners shall neither have any right nor any liability regarding the same.
22. The Developer has entered into an arrangement with Magus Bengal Estates LLP, which has developed the adjoining property development named "**Mani Casadona**", for providing certain number of parking spaces / rights in the said Project in "**Mani Casadona**" to the flat-buyers at the proposed project at the said Premises,. The proposed Project at the said Premises will have an access to the said project "**Mani Casadona**" only to the extent of parking motor cars, as per layout as agreed between the Developer and the said Magus Bengal Estates LLP, which is subject to modification depending the number of allottees for such parking spaces / rights. The Owners consent to the above arrangement and confirm that the Owners shall have no concern therewith nor shall have any claim or liability with regards to such



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- arrangement, which is and shall be between the Developer and the said Magus Bengal Estates LLP only.
23. **Name** : The name of the New Buildings at the said Premises shall be decided by the Developer and the Owners jointly.
24. **Project Finance**: The Developer may arrange for financing of the Project (**Project Finance**) by Banks/Financial Institutions/other entities (**Financier**) and obtain loans for the Project, including for home loans etc. to be availed by the flat / unit buyers. The Developer shall be entitled to create lien or charge on its own share of the Gross Sale Proceeds/ cash flow. The Owners shall sign and execute necessary documents to enable the Developer to obtain such loans and finances. The Developer shall fully indemnify the Owners against such Project Finance.
25. **Rates And Taxes** : All municipal rates and taxes and outgoings on the said Premises relating to the period prior to the date of sanction of Building Plan shall be borne, paid and discharged by the Owners and those accruing thereafter shall be shared by the parties hereto in the ratio they have agreed to share the Gross Sale Proceeds as aforesaid.
26. **Cooperation** : Each of the parties shall cooperate with the other to effectuate and implement this agreement and shall execute and register such further papers and documents as be required by the other party for giving full effect to the terms hereof. If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under this agreement or to extend full cooperation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by them from the defaulting party without prejudice to its other rights hereunder provided that the Other Party shall inform the Defaulting Party of the default within 30 days from the date of default failing which the Other Party shall not be entitled to claim any loss or damage from the Defaulting Party.
27. **Additional FAR**:In case any Additional FAR is allowable on the said Premises, including on account of a Green Building construction / Metro Corridor, then the Parties avail the same and all costs charges and expenses

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for obtaining / availing such Additional FAR shall be borne and paid by the Owners alone. However, all Realizations from transfer of the same shall be shared by the Parties in the Ratio hereinbefore mentioned.

28. **No Assignment or Change in Constitution etc.:** The Parties hereby agree and covenant with each other not to transfer and/or assign the benefits of this Agreement or any portion thereof, without the prior consent in writing of the other party.

The constitution and the control and management of either party shall not undergo any change during the subsistence of this agreement, nor shall any party mortgage, pledge, encumber their respective shares **save** that inter se transfers between the existing share-holders will be excepted from this restriction.

29. The Developer and/or its Nominees shall be absolutely entitled to enter into any agreement or arrangement with the owners / occupiers / developers of adjoining / nearby properties on such terms as be agreed by and between the Developer and the Owners with the owners / occupiers / developers of such adjoining properties. In such event, the land comprised in the adjoining / nearby properties alongwith the land comprised in the said Premises (hereinafter for the sake of brevity referred to as the "**Enlarged Property Under Development**") shall increase the scope and ambit of the development herein envisaged which shall stand increased to that extent without however in any manner curtailing and/or infringing on or enhancing / increasing the entitlements of the Owners herein, which entitlements of the Owners herein (to the extent of the said Premises) shall remain unchanged and the additional constructed areas and other benefits and rights available / allowable due to such adjoining property being available for development shall be shared with the owners / occupiers / developers of such adjoining properties.

- 29.1 The Developer and/or its Nominees shall be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers/developers of other properties adjoining / contiguous / nearby to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises or any part or portions thereof.



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30. **Arbitration:** All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents and/or the said Premises or determination of any liability either during subsistence of this Agreement or after expiry thereof shall be referred for arbitration of an arbitral tribunal comprising of three arbitrators, one to be nominated by the Owners jointly, one to be nominated by the Developer and third to be appointed by the aid two nominated arbitrators and such arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being thereto in force. The Arbitrators will have summary powers and will be entitled to set up his own procedure and the Arbitrators shall have power to give interim awards and/or directions. The place of arbitration shall be at Kolkata and the language will be English. The fees of the Arbitrators shall be shared by the parties hereto in equal shares but each party shall individually bear the fees and costs of their own legal counsel / advocates.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**  
**(SAID PREMISES)**

**All Those** the pieces and parcels of land containing an aggregate area of **5 (five) Bigha 19(Nineteen) Cottahs 7 (Seven) Chittacks 27.3(Twenty Seven point Three) Square Feet** more or less (equivalent to 197.48 Decimals) situate lying at and comprised R.S.& L.R.Dag Nos. 224, 226, 229, 230, 231, 232, 233, 235, 236 & 263 and duly recorded in L.R. Khatian Nos.2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2647, 2648, 3988, 3990, 4002, 4003, 4007 and 4008all in Mouza Chakpachuria, J.L. No.33, P.S. New Town (formerly Rajarhat), P.O. New Town, Kolkata 700156, within Patharghata Gram Panchayat, Rajarhat, District North 24 Parganas, West Bengal. butted and bounded as under and bordered "**RED**" in the map or plan hereto annexed:

On the North : By Public Road, being New Town StreetNo.372;  
On the East : By L.R Dag Nos,, 265, 266 (P), 262, 247 & 248(P);  
On the West : By L.R Dag Nos,, 227, 228 &1213;and  
On the South : By L.R Dag Nos,,246, 237(P), & 234;



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**THE SECOND SCHEDULE ABOVE REFERRED TO:**  
**(Devolution of Title)**

- A. Under and by virtue of 17 several Deeds of Conveyance, the Owners herein, (1) Mani Vatika Private Limited, (2) Mani Farmhouse Private Limited, (3) Mani Cultivation Privet Limited, (4) Mani Floriculture Private Limited, (5) Mani Agricultural Farms Private Limited (6) Mani Flower Products Private Limited (7) AadharSheela Goods Private Limited, (8) Manideepa Properties Private Limited,(9) Mani Akash Hirise Privet Limited,(10) Mani Kanchan Properties Private Limited, (11) Maniam Developers Private Limited, (12) Maniam Constructions Private Limited, (13) Manikarn Properties Private Limited, (14) Manikam Properties Private Limited, (15) Maniam Builders Private Limited and (16) Suswapan Tie-Up Private Limited alongwith (1) NeelamberHirise Private Limited, (2) Shreemani Constructions Private Limited and (3) Rajmani Developers Private Limited, purchased and became seized and possessed of and/or otherwise well and sufficiently entitled as the joint owners to **ALL THOSE** the various pieces or parcels of land containing an area of **165.4372**Satak situate lying at and comprised in various Dags, recorded in various Khatians in Mouza Chakpachuria, J.L. No.33, P.S.New Town in the District North 24-Parganas, West Bengal, details whereof are mentioned hereunder:

Sr. No	Vendor/Confirming Party	Date of Execution	Registration Particulars	Land Area (Satak )	R.S. & L.R. Dag No.	L. R. Khatian No.
1.	(1) Mahadeb Sardar, 2(a) Shanti Sardar, 2(b) Ajit Sardar, 2(c) Dud Kumar Sardar, 2(d) Sukhi Sardar, 2(e) Soumita Sardar, 2(f) Hansi Sardar, 3(a) Saraswati Sardar, 3(b) Kali Pada	9 <sup>th</sup> October, 2007	Registered with ADSR Bidhan Nagar in Book No.I, Volume No.10, Page Nos.12652 to 12686 as Deed No.10169 for	25	263	1286, 1672, 1067, 512, 873, 584, 440.





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	<p>Sardar, 3(c) Bhutto Sardar, 3(d) Sumitra Sardar, 3(e) Putul Sardar, 3(f) Purnima Sardar, 3(g) Chemi Sardar, 3(h) Kaushalya Sardar, (4) Guru Sardar, (5) Nemai Sardar, (6) Chimai Sardar, (7) Kusum BalaDasi.</p> <p><b>Confirming Parties</b> :-</p> <p>1(a) Ashtami Sardar, 1(b) Sushila Sardar, 1(c) Sikha Sardar, 1(d) Bimal Sardar, 2(a) Maya Sardar(Pal), 2(b) Brihaspati Sardar (Turi), and 2(c) Brihaspati Sardar</p>		the year 2009			
2.	(1) Madhusudan Sardar, Alias Madhu Sardar	9 <sup>th</sup> October, 2007	Registered with ADSR Bidhan Nagar in Book No.1, Volume No.7, Page Nos.4974 to 4992 as Deed No.07102 for the year 2008	8.9375	(R.S) 235,236,24 6	1234
3.	(1) Montu Sardar, (2) (SMT.) Padi Sardar, (3) (SMT.)	9 <sup>th</sup> October, 2007	Registered with ADSR Bidhan Nagar	8.9375	(R.S) 235,236,24 6	1749

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	Rasabala Sardar, Alias Arati Sardar, (4) (SMT.) Jasoda Sardar, (5) (SMT.) Fuli Sardar, Alias Basanti Sardar		in Book No.I, Volume No.7, Page Nos.4993 to 5013 as Deed No.07103 for the year 2008			
4.	(1) Ratibala Sardar	9 <sup>th</sup> October, 2007	Registered with ADSR Bidhan Nagar in Book No.I, Volume No.7, Page Nos.5014 to 5031 as Deed No.07104 for the year 2008	10.50	(R.S) 235,236	1427
5.	(1) Ram Sardar, (2) Bharat Sardar, (3) Lakshman Sardar, (4) (SMT.) PremaDasi, Alias Kalomati Sardar	7 <sup>th</sup> November, 2007	Registered with ADSR Bidhan Nagar in Book No.I, Volume No.7, Page Nos.1265 to 1284 as Deed No.06908 for the year 2008	10	226	33
6.	1(a) Ram Sardar, 1(b) Bharat Sardar, 1(c) Lakshman Sardar, 1(d) (Smt.) PremaDasi, Alias Kalomati Sardar, (2) Lakhi Sardar	7 <sup>th</sup> November, 2007	Registered with ADSR Bidhan Nagar in Book No.I, Volume No.7, Page Nos.1316 to 1335 as Deed No.06911 for	6	226	1598

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			the year 2008			
7.	(1) Shankar Mondal, Alias Shankar Prasad Mondal, (2) Chandan Bala Mondal, Alias Chandana Mondal, 3(a) (Smt.) Sachirani Mondal (Naskar), 3(b) (Smt.) Rajbala Mondal (Naskar), 3(c) Tapas Mondal, 3(di) (Smt.) Sefali Rani Sardar, Alias Shefali Rani Mondal, 3(dii) (Smt.) Sumita Sarkar, 3(diii) (SMT.) Malati Mondal, 3(div) Kanak Kishore Mondal, 3(ei) Biswanath Mondal, 3(eii) Niranjan Mondal, 3(eiii) Susanta Mondal, 3(eiv) Mathur Mondal, 3(ev) (SMT.) Sulekha Mondal, 3(evi) (Smt.) Sankari Mondal	7 <sup>th</sup> November, 2007	Registered with ADSR Bidhan Nagar in Book No.I, Volume No.7, Page Nos.1421 to 1449 as Deed No.06917 for the year 2008	17	263	1598,574
8.	(1) Mahadeb Sardar, 2(a) (Smt.) Saraswati Sardar, 2(b) Kali Pada	26 <sup>th</sup> December, 2007	Registered with ADSR Bidhan Nagar in Book No.I,	15	224	1286,1067 , 512

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	Sardar, 2(c) Bhutto Sardar alias Bhutnath Sardar, 2(d) (Smt.) Sumitra Sardar (Kahar), 2(e) (Smt.) Putul Sardar, 2(f) (Smt.) Purnima Sardar, 2(g) (Smt.) Chemi Sardar, 2(h) (Smt.) Kaushalya Sardar, (3.) Guru Sardar alias Gurupada Sardar		Volume No.1, Page Nos.299 to 325 as Deed No.00018 for the year 2008			
9.	(Smt.) Maya Agarwal	26 <sup>th</sup> December, 2007	Registered with ADSR Bidhan Nagar in Book No.I, Volume No.1 Page Nos.264 to 281 as Deed No.00016 for the year 2008	10.50	224	1100
10.	(1.) Ram Sardar, (2.) Bharat Sardar, (3.) Lakshman Sardar, (4.) (Smt.) PremaDasi, Alias Kalomati Sardar,	29 <sup>th</sup> February, 2008	Registered with ADSR Bidhan Nagar in Book No.I, Volume No.3 Page Nos.11125 to 11142 as Deed No.02891 for the year 2008	7.5144	226	520
11.	(1.) Pradip Sardar, (2.) Chhoko Sardar	29 <sup>th</sup> February,	Registered with ADSR	6.1818	263	520

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		2008	Bidhan Nagar in Book No.I, Volume No.3 Page Nos.11059 to 11075 as Deed No.02887 for the year 2008			
12.	(1.) Monimohan Sardar alias Mohan Sardar, (2.) (Smt.) Sachirani Sardar (3.) Samir Sardar, (4.) Bholu Sardar, (5.) Shankar Sardar, (6.) (Smt.) Jhuma Mondal, (7) (Smt.) Rupa Kahar, (8) (Smt.) Krishna Kahar (9) ChhotoKhoka alias DilipSardar, <b>Confirming</b> <b>Parties-</b> (1) (Smt.) Damini Mondal, (2) (Smt.) Jamuna Kahar, (3) (Smt.) Ganga Kahar (4) (Smt.) Anjali Mondal	24 <sup>th</sup> March, 2008	Registered with ADSR Bidhan Nagar in Book No.I, Volume No.4 Page Nos.11210 to 11239 as Deed No.04053 for the year 2008	6.0354	235, 236	1384 and 1106
13.	(1) (Smt.) Bharti Sardar, (2) Dipak Sardar, (3) Manoj Sardar, (4) Dipankar Sardar, (5) (Smt.) Lekha Rani Sardar	9 <sup>th</sup> April, 2008	Registered with ADSR Bidhan Nagar in Book No.I, Volume No.5 Page	3.8672	232,233	1322

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	alias Rekha Sardar, (6) (Smt.) Sikha Rani Sardar alias Sikha Sardar		Nos.5425 to 5444 as Deed No.04929 for the year 2008			
14.	(1.) Ram Sardar, (2.) Bharat Sardar, (3.) Lakshman Sardar, (4.) (Smt.) PremaDasi, Alias Kalomati Sardar,	16 <sup>th</sup> May, 2008	Registered with ADSR Bidhan Nagar in Book No.I, Volume No.6 Page Nos.18706 to 18723 as Deed No.06703 for the year 2008	2.8179	226	520
15.	(1.) Pradeep Sardar, (2.) Chhoko Sardar	16 <sup>th</sup> May, 2008	Registered with ADSR Bidhan Nagar in Book No.I, Volume No.6 Page Nos.18688 to 18705 as Deed No.06702 for the year 2008	2.318	263	520
16.	(1.) Pradip Sardar, (2.) Chhoko Sardar, (3) Ram Sardar, (4) Bharat Sardar, (5) Lakshman Sardar, (6) (Smt.) PremaDasi, Alias Kalomati Sardar, (7) Lakhi Sardar, (8) Dharma Sardar	4 <sup>th</sup> August, 2008	Registered with ADSR Bidhan Nagar in Book No.I, Volume No.9 Page Nos.22258 to 22280 as Deed No.10228 for	5.17	226	574

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			the year 2008			
17.	(1) (Smt.) Draupadi Naskar, (2) (Smt.) Madari Gayen, (3) (Smt.) Asta Bala Mondal and (4) (Smt.) Chandra Sarkar	5 <sup>th</sup> September 2008	Registered with ADSR Bidhan Nagar in Book No.I, Volume No.11 Page Nos.1810 to 1829 as Deed No.11427 for the year 2008	19.66	246	1886 & 1953
18.	(1) Debraj Sardar, (2) Sakhisona Sardar, (3) Gaur Sardar, (4) Niranjan Sardar, (5) Sushanta Sardar, (6) (Smt.) Rajeshwari Sardar, (7) (Smt.) Fuli Sardar, (8) (Smt.) Minati Sardar (Mondal)	23 <sup>rd</sup> September , 2015	Registered with ADSR Rajarhat in Book No. I, Volume No.1523-2015, Page Nos.140198 to 140233 as Deed No.15231075 2 for the year 2015	1.37	224	1100

- B. Thereafter the 19 Companies got their names mutated in the records of the office of BL & LRO, Rajarhat, North 24 Parganas under L.R. Khatian Nos.2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2647 and 2648 respectively Alongwith 3 others namely Rajmani Developers Private Limited, Shreemani Constructions Private Limited and NeelamberHirise Private Limited.
- C. The Owners herein alongwith the 3(three) other companies have also got the aforesaid lands converted to Bastu/BhutaIAbasan and conversion certificates all dated 11<sup>th</sup> July 2013 have been issued by BL and LRO, Rajarhat, North 24 Parganas with regard thereto.

RE RO h. [Signature] R. K. f. USA



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- D. That by a Deed of Partition dated 7<sup>th</sup> December, 2015, made between (1) Mani Vatika Private Limited, (2) Mani Farmhouse Private Limited, (3) Mani Cultivation Privet Limited, (4) Mani Floriculture Private Limited, (5) Mani Agricultural Farms Private Limited (6) Mani Flower Products Private Limited (7) Aadharsheela Goods Private Limited, (8) Manideepa Properties Private Limited,(9) Mani Akash Hirise Privet Limited,(10) Mani Kanchan Properties Private Limited, (11) Maniam Developers Private Limited, (12) Maniam Constructions Private Limited, (13) Manikarn Properties Private Limited, (14) Manikam Properties Private Limited, (15) Maniam Builders Private Limited and (16) Suswapan Tie-Up Private Limited therein referred to as the First Parties of the One Part and (1) NeelamberHirise Private Limited, (2) Shreemani Constructions Private Limited and (3) Rajmani Developers Private Limited therein referred to as the Second Parties of the Other Part and registered with the office of Additional District Sub-Registrar, Rajarhat, recorded in Book 1, Volume 1523-2015, Pages from 208843 to 208881, Being No.152313153/2015, the First Parties therein and Owners herein were allotted and became seized and possessed of and/or otherwise well and sufficiently entitled as the joint owners to **ALL THOSE** the various pieces or parcels of land containing an area of 1.383972Acres situate lying at and comprised in the entire R.S.& L.R.Dag Nos.263 & 226 and portions of R.S.& L.R.Dag Nos.224, 232, 233, 235 & 236, recorded in L.R. Khatian Nos.2631 to 2649 all in Mouza Chakpachuria, J.L. No.33, P.S.New Town in the District North 24-Parganas, West Bengal and within the limits of Patharghata Gram Panchayat and the Second Parties therein allotted and became seized and possessed of and/or otherwise well and sufficiently entitled as the joint owners to **ALL THOSE** the various pieces or parcels of land containing an area of 27.04Sataks situate lying at and comprised in the portions of R.S. &L.R.Dag No.246, recorded in L.R. Khatian Nos.2831 to 2849 in Mouza Chakpachuria, J.L. No.33, P.S.New Town in the District North 24-Parganas, West Bengal and within the limits of Patharghata Gram Panchayat, absolutely and forever.
- E. In the event aforesaid, (1) Mani Vatika Private Limited, (2) Mani Farmhouse Private Limited, (3) Mani Cultivation Privet Limited, (4) Mani Floriculture Private Limited, (5) Mani Agricultural Farms Private Limited (6) Mani Flower Products Private Limited (7) Aadharsheela Goods Private Limited, (8)



ADDITIONAL  
OFFICE OF ANIMAL INDUSTRY  
- 3 SEP 2022