10773/13 10 I-11567/13

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

V/C-2703/13 V/C-2621/13

पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL D 769223

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

Additional Registrar of Assurances-I Kolkata
18.12.13

DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT made this the 11th day of December, Two Thousand And Thirteen of the Christian Era ;

BETWEEN

K.1,50 J.1,250
K.2,100 J.2,350
150 600

নং 1669 তাং 09-12-13 = 500/-

ক্রেতার নাম SRI RATAN GHOSH

পিতার নাম CANAL SOUTH ROAD,

ষ্ট্যাম্প ভেন্ডার লাইসেন্স P.S-ENTALLY

বিধান নগর (সল্টলেক সিটি) এ. ডি. এস. আর KOL-700015

মোট স্ট্যাম্প ক্রয় তারিখ 25 NOV 2013

চালান নং মোট ক্রয় টাকা ও বিল

স্টেজবী বারাকপুর ভেন্ডার মিতা দত্ত 530000

Sanjeet Gupta

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MAHAMANI PROPERTIES PVT. LTD.

Sanjeet Gupta

Director

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Ram Ghosh

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Manoj Ghosh.

ADDITIONAL REGISTRAR
OF ASSURANCES KOLKATA
11 DEC 2013

Sri Ram Hazra

(1) SRI RATAN GHOSH son of Late Ramani Mohan Ghosh and Late Manorama Ghosh, by faith : Hindu, by occupation : Business, by nationality : Indian, **(2) SMT. DIPALI GHOSH,** wife of Sri Ratan Ghosh, by faith : Hindu, by occupation : Housewife, by nationality : Indian, **(3) SRI RANA GHOSH,** son of Sri Ratan Ghosh, by faith : Hindu, by occupation : Business, by nationality : Indian, **(4) SRI RAJA GHOSH,** son of Sri Ratan Ghosh, by faith : Hindu, by occupation : Business, by nationality : Indian, all residing at 1/1, Canal South Road, Police Station : Entally, Kolkata – 700015, **(5) SMT. RANI KANA MAJUMDER**, wife of Late Atul Kumar Majumder (daughter of Late Ramani Mohan Ghosh and Late Manorama Ghosh), by faith : Hindu, by occupation : Housewife, by nationality : Indian, residing at Motilal Nehru Road, Kolkata - 700019 **(6) SMT. KAMALA GHOSH,** wife of Late Hari Narayan Ghosh, by faith : Hindu, by occupation : Housewife, by nationality : Indian, **(7) SRI SOVAN GHOSH,** son of Late Hari Narayan Ghosh, by faith : Hindu, by occupation : Service, by nationality : Indian, **(8) SRI MANOJ GHOSH,** son of Late Hari Narayan Ghosh, by faith : Hindu, by occupation : Business, by nationality : Indian, all residing at 1/1, South Sealdah Road, Police Station : Entally, Kolkata – 700015, **(9) SMT. RITA GHOSH**, wife of Late Sudhir Kumar Ghosh, by faith : Hindu, by occupation : Housewife, by nationality : Indian, residing at 3/1J, South Sealdah Road, Police Station : Entally, Kolkata – 700015, **(10) MS. PRIYA GHOSH,** daughter of Late Sudhir Kumar Ghosh, by faith : Hindu, by occupation : Household work, by nationality : Indian, residing at 4C, South Sealdah Road, Police Station : Entally, Kolkata – 700015, **(11) MS. RITUPARNA GHOSH**, daughter of Late Sudhir Kumar Ghosh, by faith : Hindu, by occupation : Household work, by nationality : Indian, residing at 1/1, Canal South Road, Police Station : Entally, Kolkata – 700015, **(12) SMT. CHANDRANI KUNDU (nee GHOSH)** w/o. Sri Shib Shankar Kundu (daughter of Late Sudhir Ghosh), by faith : Hindu, by occupation : Housewife, by nationality : Indian, residing at 124, Kali Kumar Mazumdar Road, Purba Jadavpur, South 24 Parganas, Kolkata – 700075 **AND (13) SRI MADAN GHOSH,** son of Late Ramani Mohan Ghosh and Late Manorama Ghosh, by faith : Hindu, by occupation : Business, by nationality : Indian, residing at 4 South Sealdah Road, Police Station : Entally, Kolkata – 700015, hereinafter jointly referred to as the **OWNERS** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

MAHAMANI PROPERTIES PRIVATE LIMITED (having PAN–**AAICM4413A**) a Company incorporated under Indian Companies Act, 1956 having its registered office at AB–9, Salt Lake City, Sector–1, Kolkata 700 064 being represented by one of its Director **SRI SANJEEB GUPTA**, son of Sri Gopal Prasad Gupta, by faith Hindu, by

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Ralim Ghosh

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Shovan Ghosh.

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Rita Ghosh.

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Rituparna Ghosh

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Chandrani Kundu

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Rani Karna Majumder.

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Deepali Ghosh

ADDITIONAL DISTRICT ... OF ... KOLKATA

11 DEC 2015

CALCUTTA

occupation Business, by nationality : Indian, residing at AB-9, Sector-1, Salt Lake City, Kolkata – 700 064, hereinafter referred to as the **DEVELOPERS/BUILDERS** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and or successors-in-office, administrators, and assigns) of the **SECOND PART**.

REPRESENTATIONS AND WARRANTIES ON TITLE BY THE FIRST PARTY/OWNERS

1. THAT by a Bengali Kobala dated 27th March, 1985, registered at the office of The Sub Registrar, Sealdah in Book No. I, Volume No. 8, Pages from 1 to 14, Being No. 294 for the year 1985, one Amiya Kumar Das and 15 others being the Vendors for the consideration therein mentioned, sold, conveyed and transferred to Smt. Dipali Ghosh and 5 others, ALL THAT piece or parcel of land inclusive of undivided -/5/- annas share of Premises Nos. 6 & 7 Munshibazar Road, containing an area 18 Cottahs 1 Chittack 12.50 Square Feet being part of the land described in the FIRST SCHEDULE hereunder written situate lying at and being part of Premises Nos. 6 & 7 Munshibazar Road, Police Station : Entally within the local limit of Kolkata Municipal Corporation in the District of South 24 Parganas absolutely and forever free from all encumbrances.

2. THAT by a Bengali Kobala dated 10th March, 1989, registered at the office of The Registrar of Assurance, Calcutta in Book No. I, Volume No. 88, Pages from 378 to 387, Being No. 2834 for the year 1989, one Prabhat Kumar Chattopadhyay and 3 others being the Vendors for the consideration therein mentioned, sold, conveyed and transferred to Smt. Dipali Ghosh and 10 others, ALL THAT piece or parcel of land being 1/4th undivided share of Premises Nos. 6 & 7 Munshibazar Road, containing an area 14 Cottahs 1 Chittack 38.50 Square Feet being part of the land described in the FIRST SCHEDULE hereunder written situate lying at and being part of Premises Nos. 6 & 7 Munshibazar Road, Police Station : Entally within the local limit of Kolkata Municipal Corporation in the District of South 24 Parganas absolutely and forever free from all encumbrances.

3. THAT by an Indenture dated 30th June, 1989, registered at the office of The Registrar of Assurance, Calcutta in Book No. I, Volume No. 198, Pages from 495 to 505, Being No. 7402 for the year 1989, one Dipali Ghosh and 10 others being the Vendors for the consideration therein mentioned, sold, conveyed and transferred to Smt. Manorama Ghosh, ALL THAT piece or parcel of land being 1/4th undivided share of Premises Nos. 6 & 7 Munshibazar Road, containing an area 14 Cottahs 1 Chittack 38.50 Square Feet being part of the land described in the FIRST SCHEDULE

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Kamala Ghosh

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Raja Ghosh

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Priya Ghosh

Jubaer Hussain
S/o Late Jaibaswar Hussain
13h-S.S. Nagar
P.S- Dum Dum
Kol- 74
Occu- Business

hereunder written situate lying at and being part of Premises Nos. 6 & 7 Munshibazar Road, Police Station : Entally within the local limit of Kolkata Municipal Corporation in the District of South 24 Parganas absolutely and forever free from all encumbrances.

4. THAT by an Indenture dated 30th March, 1990, registered at the office of The Registrar of Assurance, Calcutta in Book No. I, Volume No. 61, Pages from 434 to 443, Being No. 4597 for the year 1990, one Ashit Kumar Sarkar being the Vendor for the consideration therein mentioned, sold, conveyed and transferred to Smt. Dipali Ghosh and 5 others, ALL THAT piece or parcel of land being 1/16th undivided share of Premises Nos. 6 & 7 Munshibazar Road, containing an area 3 Cottahs 15 Chittacks 19 Square Feet being part of the land described in the FIRST SCHEDULE hereunder written situate lying at and being part of Premises Nos. 6 & 7 Munshibazar Road, Police Station : Entally within the local limit of Kolkata Municipal Corporation in the District of South 24 Parganas absolutely and forever free from all encumbrances.

5. THAT by an Indenture of Lease dated 12th December, 1984, registered at the office of The Sub-Registrar, Sealdah in Book No. I, Volume No. 20, Pages from 476 to 487, Being No. 747 for the year 1984, one Ashit Kumar Sarkar being the Lessor for the consideration therein mentioned, leased out to Smt. Dipali Ghosh and 5 others, ALL THAT piece or parcel of land being 1/16th undivided share of Premises Nos. 6 & 7 Munshibazar Road, containing an area 3 Cottahs 15 Chittacks 19 Square Feet being part of the land described in the FIRST SCHEDULE hereunder written situate lying at and being part of Premises Nos. 6 & 7 Munshibazar Road, Police Station : Entally within the local limit of Kolkata Municipal Corporation in the District of South 24 Parganas for a period of 99 years commencing on and from the 1st day of December, 1984 absolutely free from all encumbrances.

6. THAT by a Memorandum of Agreement dated 12th December, 1984, registered at the office of The Sub-Registrar, Sealdah in Book No. I, Being No. 740 for the year 1984, one Amiya Kumar Das and 15 others being the Vendors for the consideration therein mentioned, agreed to transfer to Smt. Dipali Ghosh and 5 others, ALL THAT piece or parcel of land being -5/- annas undivided share of Premises Nos. 6 & 7 Munshibazar Road, containing an area 18 Cottahs 1 Chittack 12.50 Square Feet being part of the land described in the FIRST SCHEDULE hereunder written situate lying at and being part of Premises Nos. 6 & 7 Munshibazar Road, Police Station : Entally within the local limit of Kolkata Municipal Corporation in the District of South 24 Parganas with certain terms, conditions and stipulations therein contained free from all encumbrances.

7. THAT by a Deed of Indemnity dated 27th March, 1985, registered at the office of The Sub-Registrar, Sealdah in Book No. I, Volume No. 8, Pages from 35 to 40, Being

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Madan Ghosh
17/12/13

ADDITIONAL REGISTRAR
OF ASSURANCES KOLKATA
17 DEC 2013

Dipak Gupta
Raj Kumar Gupta
Tacha Pur Howrah Pore
Tacha Pur North 24 Parganas
Sellers

ADDITIONAL REGISTRAR
OF ASSURANCES KOLKATA
11 DEC 2013

No. 297 for the year 1985, one Archana Biswas being the Party of the First Part made a declaration assuring the Purchasers Smt. Dipali Ghosh and others, indemnifying against any possible claim of his minor son Chandan Biswas after attaining his majority in respect of the sale transaction made and executed for and on behalf of the said minor Chandan Biswas and others.

8. Certified copy of final Decree in original Suit for Partition being T. S. No. 187 of 1950 passed by the Ld. 5th Court of Subordinate Judge at Alipore.

9. Certified copies of order dated 23.07.1986 and compromise petition being part of the Judgement and final Decree passed by Sri D. P. Sharma, the Ld. Asstt. District Judge of the 9th Court at Alipore in T. S. No. 101 of 1985 declaring the right, title and interest of the Plaintiffs (Smt. Dipali Ghosh & 10 others – Vs – Sri Bimal Krishna Mondal and 4 others) in respect of the entire Premises Nos. 6 & 7, Munshibazar Road, Kolkata – 700015 containing an area 2 Bighas 16 Cottahs 7 Chittacks 19 Square Feet absolutely and for ever.

10. Certified copies of Judgement, final Decree, Compromise Petition and Partition Map passed by Sri M. Bose, the Ld. Civil Judge (Senior Division) at Sealdah dated 05.01.2011 in T. S. No. 156 of 2009 (Sri Satya Chanda & others – Vs – Smt. Dipali Ghosh & others) allotting thereby **"LOT – B"** property containing an area 1 Bigha 15 Cottahs 4 Chittacks 29 Square Feet with standing structure thereon being portion of Premises Nos. 6 & 7, Munshibazar Road, Kolkata – 700015 to **SMT. DIPALI GHOSH, SRI RANA GHOSH, SRI RAJA GHOSH, SRI SUDHIR GHOSH, SRI MADAN GHOSH, SRI KAMALA GHOSH, SRI SOVAN GHOSH, SRI MANOJ GHOSH, SRI RATAN GHOSH** AND **(7) SMT. RANI MAJUMDER**.

11. Copies of Tax Receipts issued by the Kolkata Municipal Corporation Authority showing names of Owners Dipali Ghosh, Rana Ghosh, Raja Ghosh, Hari Narayan Ghosh, Sudhir Ghosh and Madan Ghosh under Assessee No. 110571600122 and Smt. Manorama Ghosh as Assessee No. 110571600444 all in respect of Premises No. 6, Munshibazar Road, within Ward No. 57 of Kolkata Municipal Corporation.

AND WHEREAS under the purchase referred to above **(1) SMT. DIPALI GHOSH, (2) SRI RANA GHOSH, (3) SRI RAJA GHOSH, (4) SRI HARI NARAYAN GHOSH, (5) SRI SUDHIR GHOSH, (6) SRI MADAN GHOSH**, AND **(7) SMT. MANORAMA GHOSH**, became the joint owners of the First Schedule properties and while they were in peaceful physical possession and enjoyment therein Smt. Manorama Ghosh died intestate on 21.12.2000 leaving behind his three sons Ratan Ghosh (Owner No. 1), Hari Narayan Ghosh (predecessor-in-interest of Owner Nos. 6, 7 & 8), Sudhir Ghosh (predecessor-in-interest of Owner Nos. 9, 10 , 11& 12) and

Madan Ghosh (Owner No. 13) and only married daughter Rani Kana Majumdar (Owner No. 5) and as such on demise of Manorama Ghosh, the present Owners being Owner Nos. 1, 5 – 13 have inherited, and the Owner Nos. 2, 3 & 4 having been co-purchasers under the registered Sale Deeds referred to above have jointly acquired their absolute right, title and interest in the First Schedule Property both under purchase and by way of inheritance have entered into this Development Agreement under mutual consent..

AND WHEREAS in the manner aforesaid the land owners, (1) SRI RATAN GHOSH (2) SMT. DIPALI GHOSH, (3) SRI RANA GHOSH, (4) SRI RAJA GHOSH, (5) SMT. RANI KANA MAJUMDER, (6) SMT. KAMALA GHOSH, (7) SRI SOVAN GHOSH, (8) SRI MANOJ GHOSH, (9) SMT. RITA GHOSH, (10) MS. PRIYA GHOSH, (11) MS. RITUPARNA GHOSH, (12) SMT. CHANDRANI KUNDU (NEE GHOSH) AND (13) SRI MADAN GHOSH, have jointly acquired their right, title and interest in respect of 36 Cottahs 2 Chittacks 25 Square Feet of land or a little more or less situate lying at and being Premises No. 6, Munshibazar Road, Police Station : Entally, Kolkata – 700015, within Ward No. 57 of Kolkata Municipal Corporation in the District of South 24 Parganas, more fully described in the FIRST SCHEDULE hereunder written free from all encumbrances, lien, charges and attachments whatsoever.

AND WHEREAS the "Land Owners" absolutely seized and possessed of the said premises by way of exercising their right, title and interest therein more fully described in the FIRST SCHEDULE hereunder written intended to develop by way of raising or constructing a set of a multi-storeyed buildings under several phases or blocks comprising of Commercial Units, Shopping Complex, Residential Flats, Garages, Parking Spaces including basement and other Units of entertainments at the said premises and approached the DEVELOPERS/BUILDERS having its long experience and good credentials in the matter of executing several Housing and Commercial Complexes in the locality for materialization the aims, objective and desire of the land owners.

AND WHEREAS by the representation of the Owners/First Part who have been represented and assured, the Developers/Builders/ Second Part, inter alia, as follows:-

i) That the First Party is presently the joint owners of the Subject Property free from all Encumbrances and Liabilities whatsoever and is in khas vacant and peaceful possession thereof. The facts about the First Party deriving title to the Subject Property is represented and warranted by the First Party in the SCHEDULE hereto and the same are all true and correct. The First Party/ Owners further declare, say and undertake that they are the absolute Owners of the property described in the First Schedule hereunder written and the same is not subject matter of any mortgage or under Agreement for Sale with any

ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
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other third party and the same has never been requisitioned or subject matter of acquisition by the State of West Bengal or any other authority or authorities and the First Party/Owners never received any notice of such requisition or acquisition or any compensation from any requiring authority or from the State Authority in respect of the First Schedule property or any part or portion thereof and as such the First Schedule property is absolutely free from all sorts of encumbrances, lien, charges, attachment and lispendens whatsoever.

ii) That the First Party have not prior to the execution of this Development Agreement, entered upon any agreement or contract with any other person or persons in connection with the sale of the Subject Property or any part thereof or its development/ dealing with/transfer/lease in any way or in any manner whatsoever.

iii) That the First Party have absolute, unfettered and unqualified right to enter into this Development Agreement with the Second Party/Developers/ Builders;

iv) That the First Party have not stood as Guarantor(s) or Surety(s) for any obligation, liability, bond or transaction whatsoever;

v) That the First Party have well and truly and fully understood the scheme of development of the Project Site and the nature and basis of allotment of the First Partys' Allocation in terms hereof. The First Party acknowledges and confirms that the First Party is fully aware that the Subject Property or any part thereof may or may not have any building constructed upon it and the development and future use of the Subject Property or any part thereof shall completely depend on the planning and scheme that may be finalized by the Second Party/Developers/Builders for overall development of the Project Site i.e. the FIRST SCHEDULE property, and accepts the same and has no objection to the same.

vi) There is no difficulty in compliance of the obligations of the First Party hereunder.

vii) It needs to be clarified that the mode or way of acquisition of title to the "First Schedule Property" by the present Owners both by way of purchase as well as by way of inheritance and some of their predecessor-in-interest have been recited in registered Sale Deeds referred to above and a series of suits including suit for partition, its final Decree, report of partition Commissioner and partition Map shall be deemed to be the part of title documents in the matter of consideration of mode of acquisition of the title to the "First Schedule Property". That apart in the partition plan the allotment of the Owners under LOT-B has been shown as 1 Bigha 15 Cottahs 4 Chittacks 29 Square Feet and as appearing upon calculation of transfer under Title Deeds it stands 36 Cottahs 2 Chittacks 25 Square Feet and as such for avoiding controversy the area of land shall be deemed the area available in actual physical measurement. In the title documents the "First Schedule Property" has been shown and written as being

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OF A[illegible] TANATA
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premises Nos. 6 & 7, Munshi Bazar Road, but in fact the "First Schedule Property" is presently under premises No. 6, Munshi Bazar Road within the local limit of Kolkata Municipal Corporation and stands in the names of the present owners and some of their predecessors and as such the same may be corrected accordingly. The Owners further say, declare and undertake that there is no other legal heirs or heiresses or owner having any interest in the "First Schedule Property" has been left out. The persons as shown as the "Owners" in this document are the actual Owners of the "First Schedule Property" having their right, title and interest therein absolutely and for ever.

AND WHEREAS relying on the aforesaid representations and assurances made and/or contained on the part of the First Party/Land Owners, and believing the same to be true and correct and acting on good faith thereof, the Second Party/ Developers/Builders has agreed to develop the Project Site i.e. the FIRST SCHEDULE property for and subject to the terms and conditions hereinafter contained.

AND WHEREAS the "Land Owners" being desirous to develop the FIRST SCHEDULE property by way of raising sets of multi-storeyed building or buildings to be sanctioned by the competent authority and for want of necessary fund and lacking of appropriate experience and knowledge, the Land Owners approached the Developers/Builders herein for development of the First Schedule property under Joint Venture or otherwise under Collaboration Agreement at the costs and expenses of the Developers/Builders and after a series of bi-lateral talk and discussions and relying upon above representation of the Land Owners as to their acquisition of good and marketable title to the FIRST SCHEDULE property and relying upon their strong assertion as to acquisition of their marketable title and commitment to deliver vacant peaceful physical possession thereof. The parties hereto bi-laterally agreed to complete the transaction i.e. to say, the development work under the terms, conditions and stipulations contained in the body of this Development Agreement.

AND ALSO WHEREAS after a series of negotiations the "Land Owners" as well as the Developers/Builders have formally agreed to enter into these presents under the terms, conditions, covenants and stipulations contained in the body of this Development Agreement.

NOW THIS MEMORANDUM OF AGREEMENT WITNESSETH as follows:

1. That the OWNERS are absolutely owned and possessed of the FIRST SCHEDULE property and have acquired their right, title and interest therein in the manner stated hereinabove and is free from all encumbrances, lien, charges, attachment and lispendens whatsoever.

Advocate

2. That the DEVELOPERS/BUILDERS shall execute the construction work of sets of multi storeyed buildings including basement thereon as would be sanctioned by the local Kolkata Municipal Corporation Authority or any other competent authority or authorities, subject to the nature and extent of approval to be made or as would be accorded by the Sanctioning Authority, comprising of Commercial Units, Shopping Complexes, Garages, Parking Spaces, Places of Entertainments and Residential Apartments at the costs and expenses of the Developers/Builders, strictly in accordance with the specification to be shown in the building plans and revised building plans etc. to be sanctioned by the local Kolkata Municipal Corporation Authority and also in terms of the schedule of specification attached with this Memorandum of Development Agreement.

3. That the premises shall mean the FIRST SCHEDULE PROPERTY presently premises No. 6, Munshi Bazar Road, situated within the local limit of Kolkata Municipal Corporation, Police Station : Entally, District : South 24 Parganas, more fully described in the FIRST SCHEDULE hereunder written free from all encumbrances.

4. That the building or buildings shall mean the sets of multi storeyed buildings to be constructed by the DEVELOPERS/BUILDERS in the land described in the FIRST SCHEDULE hereunder written in single phase or more in accordance with the specification shown in the building plans to be sanctioned by the Kolkata Municipal Corporation authority and also in terms of the Schedule of Specification annexed hereto.

5. That the saleable space shall mean all constructed areas comprising of basement commercial units, residential flats and parking spaces in the proposed multi storeyed Buildings available for independent use and occupation together with common facilities and amenities and right to common areas and common users including proportionate share in land underneath.

6. That the Title and its Declaration : The owners (1) SRI RATAN GHOSH (2) SMT. DIPALI GHOSH, (3) SRI RANA GHOSH, (4) SRI RAJA GHOSH, (5) SMT. RANI KANA MAJUMDER, (6) SMT. KAMALA GHOSH, (7) SRI SOVAN GHOSH, (8) SRI MANOJ GHOSH, (9) SMT. RITA GHOSH, (10) MS. PRIYA GHOSH, (11) MS. RITUPARNA GHOSH, (12) SMT. CHANDRANI KUNDU (nee GHOSH) AND (13) SRI MADAN GHOSH, are the absolute owners having their good and marketable right, title and interest in the property described in the FIRST SCHEDULE hereunder written and relying upon the declaration, representation and warranties by the Owners/First Party on the title to the property i.e. the First Schedule property, the Developers/Builders have entered

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into this Development Agreement and as such if any subsequent stage it detect that the Land Owners/First Party has/have no marketable title to the First Schedule property or the same is not free from all encumbrances, in that event the Land Owners/First Party shall refund the entire security deposit, costs of development, all litigations costs and other miscellaneous expenses with calculated damages and interest to the Developers/ Builders in accordance with law.

7. That the DEVELOPERS/BUILDERS hereby declare and say that they shall execute the entire construction work of several sets of multi storeyed buildings as would be sanctioned or available by the Local Authority i.e. the Kolkata Municipal Corporation providing Residential Flats and commercial areas upto the height or floors as admissible under Corporation's Building Rules or any other statutory provisions and other areas, in accordance with the sanction to be obtained from the local Kolkata Municipal Corporation Authority or any other authority competent to do so, strictly in accordance with the specification described in the SCHEDULE OF SPECIFICATION under FOURTH SCHEDULE hereunder written entirely at their own costs and expenses and that the Land Owners shall not spend even a single coin towards the costs of construction.

8. That the owners hereby grant exclusive right to the DEVELOPERS/BUILDERS to built upon and commercially exploit the said property and the proposed buildings in accordance with the building plans or revised plans and shall be absolutely liable to the owners as well as to the local authority for any sort of deviation from the sanctioned building plan or plans. The DEVELOPERS/ BUILDERS shall be legally bound to obtain sanction, permission, clearance or approval as may be required for the construction of the proposed building or buildings in the First Schedule property exclusively and entirely at their costs and expenses. The owners equally agrees to extend all sorts of co-operation to the DEVELOPERS/BUILDERS by signing and executing any or all such documents or representations to be required for obtaining necessary sanction or approval from the Govt. offices and local Kolkata Municipal Corporation Authority. The Owners further declare, say, undertake and promise that if any storey or storeys over and above the admissible pattern is sanctioned by the local Kolkata Municipal Corporation Authority in any subsequent stage in that event the Land Owners shall not make any additional or excess claim of constructed areas to be constructed over and above pattern, save and except the "ratio" or proportion hereunder agreed.

9. That this Development or Collaboration Agreement shall be deemed to have been effected, the moment it is executed by the parties hereto and the DEVELOPERS/ BUILDERS shall complete the entire construction work of the said building or buildings including colour painting, water supply, installation of lifts and electric energy, within a period of 48 (forty eight) months time however with outer limit of 60 (sixty) months from the date of such sanction of building plan from the local Kolkata Municipal Corporation Authority at their own costs and expenses or from the date of handing over peaceful vacant physical possession of the "First Schedule" property by removing and/or shifting the existing Tenants therefrom and/or demolishing all existing Structures therefrom in favour of the Developers/Builders whichever is later, unless prevented by "FORCE – MAJEURE". To make it clear that the Developers/Builders shall not expend any amount for shifting or removing the existing Tenants from the "First Schedule Property". However at the request of the Land Owners the Developers/Builders has agreed to raise and/or construct four/five numbers Sheds for Temporary accommodation of the existing Tenants in the said Sheds/ Structures to be constructed by the Developers/Builders in the "First Schedule" Property.

10. That the DEVELOPERS/BUILDERS shall use good quality cement, steel, brick, fittings, fixtures, wood and steel works, water, electricity, telephone connection, sanitary and plumbing works and other essential amenities and other inputs and facilities required for the construction work and/or for enjoyment of the demised premises.

11. That the DEVELOPERS/BUILDERS shall complete the entire construction work of the building or buildings to be completed in all respect within a period of 48 (forty eight) months time with 12 months more outer limit, from the date of obtaining sanction of the proposed building plans from the local Kolkata Municipal Corporation Authority and/or from the date of handing over peaceful physical possession of the first schedule property whichever is later, unless the construction work is prevented by any acts of "GOD" or restrained by any sort of order of Injunction by any competent Court of Law or from any sort of Legal embargo.

12. That the floors of the buildings specially the residential flats shall be of Marble flooring/vitrified tiles flooring and the other finishing shall be completed in terms of specification and the DEVELOPERS/ BUILDERS shall use first class building materials i.e. brick, sand, cement, iron rod, steel panel, doors and windows etc. for the construction work.

Advocate

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13. That the DEVELOPERS'/BUILDERS' allocation shall mean and include the remaining 50 % (fifty percent) constructed areas of residential Flats, commercial areas and parking spaces i.e. the constructed areas along with proportionate share in land and common areas and users etc. is the allocated areas, the DEVELOPERS/BUILDERS shall be entitled to in terms of this Memorandum of Agreement absolutely and free from all encumbrances. To make it clear, DEVELOPERS/ BUILDERS allocation is more fully described in the THIRD SCHEDULE hereunder written which is more particularly the remaining constructed areas after giving delivery of physical possession of Land Owners' allocation as described in the SECOND SCHEDULE hereunder written. The Owners' allocation shall be made proportionately in all the floors of the proposed building(s) both frontal and rear sides and such allotment shall be made under mutual discussions in between the parties.

14. That the DEVELOPERS/BUILDERS in course of construction shall be entitled to enter into agreement(s) for sale of residential flats, commercial units, garages and parking spaces out of its allocated areas to intending buyer or buyers with the terms and conditions as would be agreed upon and to transfer the same in favour of the intending buyers by way of execution of proper Deed(s) of Conveyance and to present the same before the concerned registration office, to admit execution, granting registration receipt and to sign and execute any other papers and documents for effectual registration of flats, commercial spaces, garages and other constructed areas along with proportionate share in land out of the allocated areas of the Developers/ Builders and in that event the Developers/Builders and its nominated Director shall be deemed to be the agent and attorney of the Land Owners. And in case of such transactions the owners shall not be liable in any way or in any manner whatsoever. The DEVELOPERS/ BUILDERS further agrees and undertakes that the owners would not be in any way liable or answerable to such intending buyers from whom the DEVELOPERS/ BUILDERS would receive any amount or amounts by way of booking money or consideration money in respect of residential flats, commercial units, garages and parking spaces to be constructed in the "First Schedule" property by the DEVELOPERS/BUILDERS.

15. That the Owners and the DEVELOPERS/BUILDERS entering into this Memorandum of Agreement purely on principal to principal basis and nothing stated herein shall be deemed to be or construed as a partnership between the Owners and the DEVELOPERS/BUILDERS, but it is a Joint Venture i.e. a Collaboration Agreement in between the parties to this Memorandum of Agreement.

Advocate

16. That the DEVELOPERS/BUILDERS shall be entitled to assign the interest of this Memorandum of Agreement in favour of any third party, strictly protecting the allocation of the Owners.

17. That it is incumbent and obligatory on the part of the DEVELOPERS/BUILDERS to proceed with the construction work in accordance with the sanctioned building plans and with due compliance of the provisions of Kolkata Municipal Corporation Act as well as "The Town and Country Planning Act", and other statutory provisions for the time being in force. It is further agreed that if there be any violation of any statutory provisions or any sort of deviation of sanctioned building plans or revised plan etc. in that case the DEVELOPERS/BUILDERS shall stand responsible.

18. That the DEVELOPERS/BUILDERS shall sincerely and honestly go for the construction work with all standard quality building materials and shall complete the construction work within the stipulated period, saving the reasons of Force Majeure or any other natural reasons beyond their control.

19. That it is further reiterated that the entire cost of construction and other impositions both Govt. and local bodies shall be borne and paid by the DEVELOPERS/ BUILDERS and the owners shall not spend even a single coin towards the cost of construction or for any other expenses towards payment of Kolkata Municipal Corporation rates, Govt. rent or any other imposition.

20. That it is further agreed that the advances, if any, received by the DEVELOPERS/BUILDERS under any agreement for sale of residential flats, commercial units and parking spaces etc. from the intending buyers, it would be at the risk and responsibility of the DEVELOPERS/BUILDERS and to that effect the Owners shall be well indemnified by the DEVELOPERS/ BUILDERS, PROVIDED ALWAYS the Developers/ Builders shall have every liberty to deal with and dispose of the allocated areas of the Developers/ Builders to the extent of 50% of the constructed areas along with proportionate share in land underneath and to transfer the same in favour of the intending buyers on receipt of consideration thereof.

21. That the Owners further declare and say that they are the absolute owners of the FIRST SCHEDULE property and the same is free from all encumbrances.

22. That the proposed buildings or sets of buildings to be called and named at the choice of the Developers/ Builders.

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23. That simultaneous with execution and registration of this Memorandum of Agreement or soon hereafter the OWNERS shall execute and register an appropriate Development Power of Attorney authorising Sri Sanjeeb Gupta, one of the Directors of the DEVELOPERS/ BUILDERS to do certain acts, deeds and things so to be required for smooth and speedy completion of the construction work and both the documents i.e. this Memorandum of Development Agreement and the Development Power of Attorney registered and to be registered before the Registration Office, shall constitute a single document and transaction for its true and legal interpretation and as such both the documents to be interpreted analogously. Although the authority given herein is sufficient to deal with the allocated areas of the Developers/Builders under and by virtue of this Development Agreement.

24. The Owners shall get a sum of Rs. 1,00,00,000/- (Rupees one crore) only from the Developers/Builders free of interest, and will be adjustable towards the constructed areas out of the Owners' allocated areas @ Rs. 5,500.00 (Rupees five thousand five hundred) only per square feet and the mode of payment of adjustable money has been shown and described in the Memorandum of Payment made under the FIFTH SCHEDULE hereunder written.

25. The Owners shall not interfere or create any obstruction in the construction and completion of the work in any manner, but shall have access to the construction site to point out any defect in construction work or workmanship and even to question the quality of the construction works and standard of building materials.

26. That the title deeds and documents hereby handed over by the Owners to the Developers/Builders for completing the formalities relating to the agreement and shall thereafter be returned to the Owners, who shall however make those documents available for reference by the Owners and occupants or to the flat Owners' Association to be formed afterwards.

27. In the event of neglect, failure, default on the part of the Owners or the Developers/ Builders, the affected party shall have the right to specific performance of this agreement at the cost and risk of the defaulting party who shall also be liable to pay damages.

28. The Developers/Builders shall be entitled either to retain or sell its share in allocated areas in the buildings. The Owners shall execute necessary documents for transferring the share corresponding to the Developers/Builders portion and proportionate share in land underneath of the building in

Advocate

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accordance with Law, but the Developers/Builders hereby given express power and authority to transfer the proportionate, undivided and impartible share in land underneath along with constructed areas under and by virtue of this Development Agreement.

29. That saving Owners' allocated areas, the remaining part of the buildings along with proportionate share in land underneath shall belong to the Developers/Builders as having spent the cost of construction of the entire building and all other installations, services rendered and for deploying workmanship, technical experts and goodwill.

30. It is specifically noted that the area of the respective flat shall be calculated as follows : -
Covered area of the respective flat plus proportionate areas on staircase and lobby etc. and the mode and nature of this calculations shall be binding on both the Owners and the Developers/ Builders and this calculation shall never clarify by the Architect or any other appropriate Authority or Authorities and it is calculated on the basis of mutual discussions by and between the parties herein.

31. The land Owners shall extend and offer all necessary facilities and co-operation to the Developers/Builders for obtaining permanent connection of water supply, electricity with meter, drainage, sewerage, telephone and similar other installations needed for completion of the proposed sets of multi-storeyed buildings, hazards free and well habitable conditions for all the residents at the cost and expenses of the Developers/Builders. It is also declared and undertaken by the Owners that if any, subsequent stage hereafter, if the title of the "First Schedule Property" found defective or clouded by adverse claim or demand by any Third Party apprehending any loss or injury to be sustained by the Developers/Builders or any Purchasers or Proposed Purchasers, in that event the Owners shall be under legal obligation to make good and/or bear all such losses, injuries, costs of litigation, damages with interest including refund of money paid under this Development Agreement to the Developers/Builders.

32. It is agreed that whenever it becomes lawfully necessary and as and when shall be required by the Developers/Builders, the land Owners shall sign papers and execute documents in connections with obtaining of sanctioned plans or any modification thereof during the course of construction period of the proposed sets of multi storeyed buildings till completion, disposal and sale of any/or portions of the said multi storeyed building or buildings without raising any objection.

Advocate

33. It is agreed by and between the parties hereto that breach of any terms herein contained by any of the parties hereto shall be legally enforceable against the wrong doer by operation of Law.

34. It is bi-laterally agreed in between the parties hereto that the land Owners soon after obtaining the sanction of the proposed building plan from the local authority, shall arrange delivery of physical possession of the "First Schedule" property in favour of the Developers/ Builders enabling the Developers/Builders to execute the construction work within a period of 48 months with 12 months outer limit as recited hereinabove.

35. That save and except the common electric meter, the individual electric meter shall be arranged at the cost and expenses of the parties, Owners shall not be responsible in this regard. However, the Owners shall be bound by the rules.

36. That it is required to be further clarified that soon after obtaining sanctioned building plans and starting of construction work the Developers/Builders shall have every liberty to enter into any agreement for sale with intending buyer or buyers in respect of any residential apartment or any commercial spaces and to receive earnest money or part of consideration money or consideration money from such intending buyers in respect of allocated areas of the Developers/Builders only. And in that case the Developers/Builders shall well indemnify the Owners from any damages or any sorts of claims or liabilities whatsoever. However, the Developers/Builders shall not deal with the allocated areas of the Landowners in any way or in any manner whatsoever.

37. That it is bi-laterally agreed by and between the parties that if the land owners fail or neglect to hand over peaceful physical possession of the FIRST SCHEDULE property in favour of the Developers/Builders enabling the Developers/Builders to go on with the construction work peacefully in that event the land owners shall be under legal obligation to refund the amount paid under this Memorandum of Development Agreement along with damage and interest.

38. That the Owners shall be under legal obligation and bound by the terms contained in the body of this Development Agreement.

39. That the Owners/First Party further reiterate, declare, say and undertake that if any sort of litigation, disputes, claim and demand come up touching the fair right, title and interest of the Owners/First Party in respect of the First Schedule property at any subsequent stage the Owners/First Party shall fight out all such

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litigations, counter claim and demand of any third party or parties or from any authority or authorities, in that case, the Owners/ First Party shall bear all such costs of litigation out of the allocation of the Owners/First Party and for taking all sorts of steps, tadbir, acts and actions shall be performed by the Constituted Attorneys Sri Sanjeeb Gupta and Sri Sujit Gupta, separately appointed under and by virtue of a Development Power of Attorney executed by the Owners/First Party.

40. That the Owners shall arrange mutating their names in the office of the local Kolkata Municipal Corporation and Taxes and other impositions against and in respect of the First Schedule property as on this day of execution of the Memorandum of Agreement shall have to be paid by the Owners.

41. That any other point or points which has not been specifically mentioned here, the provisions of Indian Contract Act, Transfer of Property Act and Law of Agency shall come into play and apply "mutatis – nutandis".

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Land to be Developed)

ALL THAT piece and parcel of land measuring **36 (thirty six) Cottahs 2 (two) Chittacks 25 (twenty five) Square Feet** or a little more less situate lying at and being Premises No. 6, Munshibazar Road, Police Station : Entally, Kolkata – 700015, within Ward No. 57 of Kolkata Municipal Corporation in the District of South 24 Parganas, butted and bounded in the manner following:-

On the North : By 8, Munshi Bazar Road;
On the South : By South Sealdah Road;
On the East : By 6/A, Munshi Bazar Road;
On the West : By Munshi Bazar Road;

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Allocation of the Owners)

(i) That the Owners' allocation shall mean and include 50% (fifty percent) of the constructed areas in all the average floors in the buildings out of the entire project to be constructed in the FIRST SCHEDULE property along with all sorts of common rights in common areas with proportionate and impartible share in land underneath.

(ii) That simultaneous with execution of this Memorandum of Agreement the Developers/Builders has paid unto the owners a sum of Rs. 2,90,000/- (Rupees

Advocate

Two lakhs Ninety Thousand) only in terms of Memo of Consideration written hereunder out of the adjustable sum of **Rs. 1,C0,00,000/- (Rupees One crore) only.**

(iii) That the balance amount of Rs. 97,10,000/- (Rupees Ninety Seven Lakhs Ten Thousand) only will be paid simultaneous with obtaining approved project/ building plans to be sanctioned by the Kolkata Municipal Corporation Authority and simultaneous with handing over peaceful vacant physical possession of the First Schedule Property in favour of the Developers/Builders free from all encumbrances, lien, charges, attachments and lispendens whatsoever.

(iv) The allocation of the Owners shall be made accordingly and any excess or short area shall be adjusted by money value.

(v) The entire sum of **Rs. 1,00,00,000/- (Rupees One Crore)** only will be adjusted from and/or out of the allocated areas of the Owners to the account of the Developers/Builders at the rate of Rs. 5,500.00 (Rupees five thousand five hundred) only per square feet.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Allocation of the Developers/Builders)

The Developers/Builders allocation of commercial areas, residential apartments parking space and other constructed areas shall mean and include 50% (fifty percent) of the total constructed areas along with proportionate undivided and impartible share in land underneath. To make it clear remaining areas after giving delivery of physical possession of the allocated areas of the Land Owners as fully described in the SECOND SCHEDULE hereinabove.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

DOOR & WINDOW:

1. All doorframes (size 4"x 2 ½") would be made of Sal wood, doors shutter would be flush doors made of commercial ply (Brahmaputrra ply or any other co. of the same rate), all doors thickness 32 mm fitted with Round locks. Main door would be fitted with Godrej night latch lock. All windows would be made of natural colour alluminium sliding (two doors) with plain white glass without any grill. All doors would be painted with white enamel paint (Berger Co., ICI).

2. **KITCHEN:**

   Black Granite Marble counter top, Stainless steel sink (17" x 20"), glazed tiles up to 3 ft above marble counter.

3. **FLOORING**:

   All Bed Rooms, Dinning-cum-Living, and Balcony would be finished with Ivory Vitrified tiles (24" X 24") flooring and 4" skirting. Bath-room, Kitchen & Balcony

would be finished with Ivory Ceramic tiles (12" X 12") flooring. The walls of the Toilets/Bathroom would finish with white glazed tiles in 72" height. Roof would be finished with roof tiles.

4. **SANITARY & PLUMBING:**

Standard Toilet would be provided with C.P. Shower, one commodes/Indian type pan (Parryware or some other equivalent Brands) with P.V.C. cistern (Reliance Co.). And in W. C. there would be only one tap. (All taps & C.P. fittings of Essco or similar brand. (base model). There would be concealed line and geyser line in all bathrooms. There would be two basins (18'x12' Parryware or similar brand) in each flat.

5. **ELECTRICAL WORKS:**

a. Concealed wiring in all flats (Copper electrical wire, Finolex or similar brand.)

b. Each flat will be provided with the following electrical points:
(All switches modular type (Mylinc print of legrand or similar brand. of the same rate)

i)	Bed room (each)	2 Light points 1 Fan point 1 Plug point (5 Amp.)
ii)	Dining/Drawing	2 Light points
		2 Fan point
		2 Plug point (15 Amp.)
		1 TV Power point
		1 Cable Point without Wire
		1 phone Point without Wire
iii)	Kitchen	1 Light point
		1 Exhaust Fan Point
		1 Plug point (15 Amp.)
iv)	Toilet	1 Light point
		1 Exhaust Fan Point
		1 Plug point (5 Amp.) for Geyser
v)	Verandah	1 Light point
vi)	Entrance	1 Door Bell point
Vii)	Master Bedroom	1 TV Power point.
Viii)	Main Door	One Video door Phone.

6. **WATER:** Underground water tank and overhead water tank is to be constructed for supply of water (24 hours).

7. **PAINTING** : Plaster of Paris inside walls.

8. **OUTSIDE PAINTING** : Snowcem 2 coats painting.

9. **RAILING OF STAIR CASE** : Railing of iron.

10. **STAIR CASE PAINTING** : Plaster of Paris with colour.

11. **LIFT:** Standard Quality Lift.

Advocate

12. **Lobby :** Well Decorated

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Payment to the Land Owners to be adjusted against the allocated areas of the Land Owners)

(i) The Developers/Builders will pay a sum of **Rs. 1,00,00,000/- (Rupees One Crore) only** to be adjustable with the allocated areas of the Land Owners, within 15 days from the date of obtaining approved building/project plans to be sanctioned by the Kolkata Municipal Corporation Authority along with delivery of peaceful vacant physical possession of the First Schedule Property in favour of the Developers/Builders free from all encumbrances. To make it further clear that the payment of such adjustable amount will be paid by the Developers/Builders with due compliance of both "the sanction of building or project plans" as well as "delivery of peaceful physical possession of the First Schedule Property" concurrently and at a time, less the amount paid on this day simultaneous with execution of these presents.

(ii) **Rs. 2,90,000/- (Rupees Two Lakhs Ninety Thousand) only** hereby paid by the Developers/Builders and duly acknowledge the receipt thereof in terms of Memo of Payment hereunder, being part or out of the said sum of Rs. 1,00,00,000/- (Rupees One Crore) only.

ACKNOWLEDGEMENT OF RECEIPT OF ADVANCE

Received from the Developers/Builders a sum of **Rs. 2,90,000/- (Rupees Two Lakhs Ninety Thousand) only** as per Memo of Consideration written hereunder.

MEMO OF CONSIDERATION

1)	By A/c payee cheque No. 000014 dated 11.12.2013 drawn on HDFC Bank in its Salt Lake Branch favouring the Owner No. (1)	→	Rs.	50, 000/-
2)	By A/c payee cheque No. 000015 dated 11.12.2013 drawn on HDFC Bank in its Salt Lake Branch favouring the Owner No. (2)	→	Rs.	50, 000/-
3)	By A/c payee cheque No. 000016 dated 11.12.2013 drawn on HDFC Bank in its Salt Lake Branch favouring the Owner No. (3)	→	Rs.	50, 000/-
4)	By A/c payee cheque No. 000017 dated 11.12.2013 drawn on HDFC Bank in its Salt Lake Branch favouring the Owner No. (4)	→	Rs.	50, 000/-
5)	By A/c payee cheque No.000018 dated 11.12.2013 drawn on HDFC Bank in its Salt Lake Branch favouring the Owner No. (5)	→	Rs.	50, 000/-

Advocate

6)	By A/c payee cheque No. 000019 dated 11.12.2013 drawn on HDFC Bank in its Salt Lake Branch favouring the Owner No.(6)	→	Rs.	5,000/-
7)	By A/c payee cheque No. 000020 dated 11.12.2013 drawn on HDFC Bank in its Salt Lake Branch favouring the Owner No. (7)	→	Rs.	5,000/-
8)	By A/c payee cheque No. 000021 dated 11.12.2013 drawn on HDFC Bank in its Salt Lake Branch favouring the Owner No. (8)	→	Rs.	5,000/-
9)	By A/c payee cheque No. 000022 dated 11.12.2013 drawn on HDFC Bank in its Salt Lake Branch favouring the Owner No. (9)	→	Rs.	5,000/-
10)	By A/c payee cheque No. 000023 dated 11.12.2013 drawn on HDFC Bank in its Salt Lake Branch favouring the Owner No. (10)	→	Rs.	5,000/-
11)	By A/c payee cheque No. 000024 dated 11.12.2013 drawn on HDFC Bank in its Salt Lake Branch favouring the Owner No. (11)	→	Rs.	5,000/-
12)	By A/c payee cheque No. 000025 dated 11.12.2013 drawn on HDFC Bank in its Salt Lake Branch favouring the Owner No. (12)	→	Rs.	5,000/-
13)	By A/c payee cheque No. 000026 dated 11.12.2013 drawn on HDFC Bank in its Salt Lake Branch favouring the Owner No. (13)	→	Rs.	5,000/-
	GRAND TOTAL	→	**Rs.**	**2,90,000/-**

Rupees Two Lakhs Ninety Thousand Only.

Advocate

1. Rolan Ghosh

2. Jipali Ghosh

3. Rana Ghosh

4. Raja Ghosh

5. Rani Kanu Majumder.

6. Kamala Ghosh.

7. Sharan Ghosh..

8. Manoj Ghosh.

9. Rita Ghosh

10. Priya Ghosh.

11. Rituparna Ghosh

12. Chandrani Kundu

13. Madan Ghosh

SIGNATURE OF THE OWNERS/
PARTY OF THE FIRST PART

Advocate

CALCUTTA

ADDITIONAL REGISTRAR
OF [illegible] KOLKATA
11 DEC 2018

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

1. Dilan Ghosh
2. Dipali Ghosh
3. Rama Ghosh
4. Reja Ghosh
5. Rani rana mojumder.
6. Kamala Ghosh.
7. Sharan Ghosh.
8. Manoj Ghosh.
9. Rita Ghosh.
10. Priya Ghosh.
11. Ritaparna Ghosh
12. Chandrani kundu
13. Mahan Ghosh

1. Dilan Ghosh
15/4 S.S. Nagar
Cal. 79

2. Gopal Sala

SIGNATURE OF THE LAND OWNERS

Drafted by me :

Tribhubanchand Gupta
Advocate
WB/753/1996

MAHAMANI PROPERTIES PVT. LTD.

Sanjeet Gupta
Director

SIGNATURE OF THE DEVELOPERS/BUILDERS

SPECIMEN FORM FOR TEN FINGER PRINTS

Sl. No	Signature of the Executants/Presentants.	LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
	 Ratan Ghosh.					
		RIGHT HAND				
		Thumb	Fore	Middle	Ring	Little.
		LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
	 Dipali Ghosh					
		RIGHT HAND				
		Thumb	Fore	Middle	Ring	Little.
		LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
	 Rana Ghosh					
		RIGHT HAND				
		Thumb	Fore	Middle	Ring	Little
		LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
	 Raja Ghosh					
		RIGHT HAND				
		Thumb	Fore	Middle	Ring	Little

Government Of West Bengal
Office Of the A.R.A. - I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 11567 of 2013

(Serial No. 10773 of 2013 and Query No. 1901L000028640 of 2013)

On 11/12/2013

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

Presented for registration at 18.45 hrs on :11/12/2013, at the Private residence by Sanjeeb Gupta ,Claimant.

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

Execution is admitted on 11/12/2013 by

1. Ratan Ghosh, son of Lt. Ramani Mohan Ghosh , 1/1, Canal South Rd, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700015, By Caste Hindu, By Profession : Business
2. Dipali Ghosh, wife of Ratan Ghosh , 1/1, Canal South Rd, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700015, By Caste Hindu, By Profession : House wife
3. Rana Ghosh, son of Ratan Ghosh , 1/1, Canal South Rd, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700015, By Caste Hindu, By Profession : Business
4. Raja Ghosh, son of Ratan Ghosh , 1/1, Canal South Rd, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700015, By Caste Hindu, By Profession : Business
5. Rani Kana Majumder, wife of Lt. Atul Kumar Majumder , Motilal Nehru Road, Kolkata, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019, By Caste Hindu, By Profession : House wife
6. Kamala Ghosh, wife of Lt. Hari Narayan Ghosh , 1/1, South Sealdah Road, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700015, By Caste Hindu, By Profession : House wife
7. Sovan Ghosh, son of Lt. Hari Narayan Ghosh , 1/1, South Sealdah Road, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700015, By Caste Hindu, By Profession : Service
8. Manoj Ghosh, son of Lt. Hari Narayan Ghosh , 1/1, South Sealdah Road, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700015, By Caste Hindu, By Profession : Business
9. Rita Ghosh, wife of Lt. Sudhir Kumar Ghosh , 31/ J, South Sealdah Road, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700015, By Caste Hindu, By Profession : House wife
10. Priya Ghosh, daughter of Lt. Sudhir Kumar Ghosh , 4 C, South Sealdah Road, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700015, By Caste Hindu, By Profession : Others
11. Rituparna Ghosh, daughter of Lt. Sudhir Kumar Ghosh , 1/1, Canal South Rd, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700015, By Caste Hindu, By Profession : Others

ADDITIONAL REGISTRAR OF ASSURANCE-I, KOLKATA
18 DEC 2013

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

12. Chandrani Kundu (Nee Ghosh), wife of Shib Shankar Kundu , 124, Kali Kumar Majumdar Road, Kolkata, Thana:-Purba Jadabpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700075, By Caste Hindu, By Profession : House wife

13. Sanjeeb Gupta
Director, Mahamani Properties Private Limited, 1, A B-9, Salt Lake City, Kolkata, Thana:-Bidhan Nagar, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700064.
, By Profession : Business

Identified By S. Halder, son of Lt. Sarbeswar Halder, 134, S. S. Nagar, Kolkata, Thana:-Dum Dum, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700074, By Caste: Hindu, By Profession: Business.

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 13/12/2013

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.-9,46,85,874/-

Certified that the required stamp duty of this document is Rs.- 75021 /- and the Stamp duty paid as: Impresive Rs.- 500/-

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 17/12/2013

Payment of Fees:

Amount by Draft

1. Rs. 12094/- is paid , by the draft number 514968, Draft Date 12/12/2013, Bank Name State Bank of India, New Town Terminus Building, received on 17/12/2013
2. Rs. 49000/- is paid , by the draft number 514969, Draft Date 12/12/2013, Bank Name State Bank of India, New Town Terminus Building, received on 17/12/2013
3. Rs. 49000/- is paid , by the draft number 514970, Draft Date 12/12/2013, Bank Name State Bank of India, New Town Terminus Building, received on 17/12/2013

(Under Article : B = 109989/- ,E = 21/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 17/12/2013)

Deficit stamp duty

Deficit stamp duty

1. Rs. 49000/- is paid , by the draft number 514971, Draft Date 12/12/2013, Bank : State Bank of India, New Town Terminus Building, received on 17/12/2013

ADDITIONAL REGISTRAR OF ASSURANCE-I, KOLKATA
18 DEC 2013

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

Government Of West Bengal
Office Of the A.R.A. - I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 11567 of 2013

(Serial No. 10773 of 2013 and Query No. 1901L000028640 of 2013)

2. Rs. 25970/- is paid , by the draft number 514972, Draft Date 12/12/2013, Bank : State Bank of India, New Town Terminus Building, received on 17/12/2013

Endorsement by Commissioner after execution of commission

1. [Case No. 02703 - 2013]

Having visited the residence of : 1. Madan Ghosh Son of Lt. Ramani Mohan Ghosh of 4, South Sealdah Road, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700015 By Caste Hindu By Profession: Business, I have this day examined the said 1. Madan Ghosh Who has been identified to my satisfaction by Dipak Gupta, son of R. K. Gupta, Iccha Pur Kamal Park, Icchapur, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, , By Caste: Hindu, By Profession: Service. And the said 1. Madan Ghosh has Admitted the execution of this document.

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 18/12/2013

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.

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

ADDITIONAL REGISTRAR OF ASSURANCE-I, KOLKATA
18 DEC 2013

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

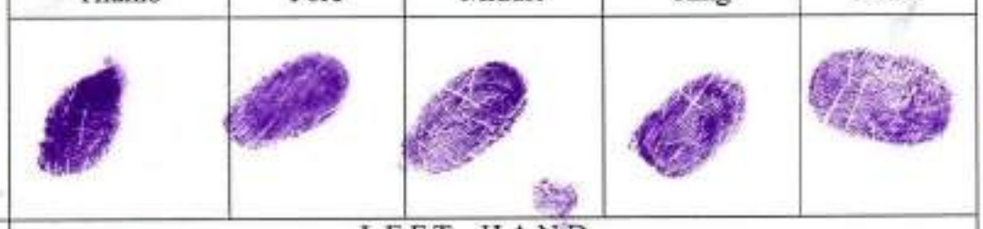
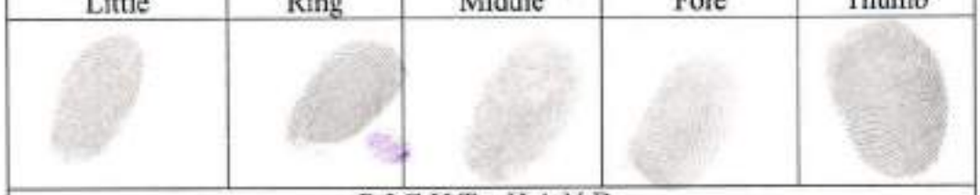
SPECIMEN FORM FOR TEN FINGER PRINTS

Sl. No	Signature of the Executants/Presentants.	LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
	 Rani Kana mojumder	RIGHT HAND				
		Thumb	Fore	Middle	Ring	Little.
		LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
	 Ramala Ghosh.	RIGHT HAND				
		Thumb	Fore	Middle	Ring	Little.
		LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
	 Bhovan Ghosh.	RIGHT HAND				
		Thumb	Fore	Middle	Ring	Little
		LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
	 Manoj Ghosh.	RIGHT HAND				
		Thumb	Fore	Middle	Ring	Little

SPECIMEN FORM FOR TEN FINGER PRINTS

Sl. No	Signature of the Executants/Presentants.	LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
	 Rita Ghosh.					
		RIGHT HAND				
		Thumb	Fore	Middle	Ring	Little.
		LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
	 Priya Ghosh					
		RIGHT HAND				
		Thumb	Fore	Middle	Ring	Little.
		LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
	 Rituparna Ghosh					
		RIGHT HAND				
		Thumb	Fore	Middle	Ring	Little
		LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
	 Chandrani kundu					
		RIGHT HAND				
		Thumb	Fore	Middle	Ring	Little

SPECIMEN FORM FOR TEN FINGER PRINTS

Sl. No.	Signature of the Executants/Presentants.	LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
	 Madan Sahu					
		RIGHT HAND				
		Thumb	Fore	Middle	Ring	Little.
						
		LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
	 Sanjay Gupta					
		RIGHT HAND				
		Thumb	Fore	Middle	Ring	Little.
						
		LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
		RIGHT HAND				
		Thumb	Fore	Middle	Ring	Little
		LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
		RIGHT HAND				
		Thumb	Fore	Middle	Ring	Little

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 22
Page from 746 to 781
being No 11567 for the year 2013.

Seal of the Additional Registrar of Assurances-I, Kolkata

(Dinabandhu Roy) 19-December-2013
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A. - I KOLKATA
West Bengal