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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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THIS DEVELOPMENT AGREEMENT made on this the 23rd day of August,
Two Thousand And Eighteen.

BETWEEN

certified that the document is admitted to registration. The stamp of the District Registrar and the stamp of the District Sub-Registrar attached with this document will be part of this document.

24 AUG 2018
District Sub-Registrar
24 Pgs (H) Barasat

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MAHAMANI PROPERTIES PVT. LTD.
BA-17, Sector-I, Salt Lake City
Kolkata-700 064

কেনতার নাম
স্বাক্ষর
বিধান নম্বর (সেন্ট্রাল সিটি) এ. ডি. এস. আর. ও
মোট টাকার ক্রয় তারিখ
চালান নং
টোল্ডেরি বারাকপুর ডেভেলপ-মিতা দল

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Sayab Gupta

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MAHAMANI PROPERTIES PVT. LTD.

Sayab Gupta
Director

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For DAYAL INDUSTRIES

Rajendra K. Gupta
Partner

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For DAYAL INDUSTRIES

Rajendra K. Gupta
Partner

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For DAYAL INDUSTRIES

Rajendra K. Gupta
Partner



Registrar U/S 7(2)
District Sub-Registrar II
24 Pgs (N) Barasat

23 AUG 2018

Rajiv Gupta

M/S. DAYAL INDUSTRIES (having I.T. PAN : AACFD3141P) a Partnership Firm having its registered office at 30, Brabourne Road, P.O: Radhabazar, P.S: Hare Street, Kolkata – 700 001 at present at 3, Synagogue Street, Post Office: Pollock Street, Police Station- Burrabazar Kolkata – 700 001, represented by its present Partners namely: (1) **MR. RAJENDRA KUMAR GUPTA** (having PAN: AADHR9655R) son of Late Bishwambhar Dayal Gupta, representing "Karta" of Bishwambhar Dayal Dinesh Kumar Gupta (HUF), (2) **MR. RAJENDRA KUMAR GUPTA** (having PAN: AGFPG3332A) son of Late Bishwambhar Dayal Gupta (3) **MR. JITENDRA KUMAR GUPTA** (having PAN: ADVPG4207D) son of Late Bishwambhar Dayal Gupta, (4) **MR. RAJIV GUPTA** (having PAN: AEHPG7684P) son of Late Bishwambhar Dayal Gupta, all by Faith – Hindu, by Nationality – Indians, residing at 5D, He-Shan Road, P.O: Elgin Road, P.S. Bhawanipore, Kolkata – 700 020, hereinafter referred to and called as the "**OWNERS/ VENDORS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its partners, their respective successors and or successors at office, executors, administrator, representatives and assigns) of the **FIRST PART**;

A N D

MAHAMANI PROPERTIES PRIVATE LIMITED (having PAN– AAICM4413A) a Company incorporated under Companies Act, 1956 having its registered office at BA-17, Salt Lake City, Sector-1, P.O: Bidhannagar, P.S: Bidhannagar (North), Kolkata - 700 064 being represented by its Director **SRI SANJEEB GUPTA** (having PAN: ADUPG1777F), son of Sri Gopal Prasad Gupta, by Faith: Hindu, by Occupation: Business, by Nationality: Indian, residing at AB-9, Sector-1, Salt Lake City, Kolkata-700 064, hereinafter referred to as the **DEVELOPER/ BUILDER** (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**;

WHEREAS:

A) One Eachin Mondal, Tamijuddin Mondal and Mafijuddin Mondal have been jointly seized and possessed of a piece or parcel of Garden Land measuring 0.30 acre be the same a little more or less comprised in C.S. Dag No.3174 under C.S. Khatian No.182 corresponding to R.S. Dag No. 2152 under R.S. Khatian No. 236, and also 0.29 acre comprised in C.S. Dag No.3175 under C.S. Khatian No.176 corresponding to R.S. Dag No. 2153 under Khatian No.2330F at Mouza – Gopalpur, J.L. No.2, P.S - Rajarhat in the District of 24-Parganas by dint of a Bengali Kobala registered at S.R. Cossipore Dum Dum in Block No.1, Volume No. 16, Pages from 41 to 42, Being No. 643 for the year 1938 executed by Kalipada Jana and Haripada Jana both sons of Late Kshetra Mohan Jana therein as the Vendor and also by a Deed of Mourashi Mokarari Patta duly registered at S.R. Cossipore Dum Dum in Book No. 1, Volume No.1, Pages from 291 to 292, Being No. 23 for the year 1938 executed by one Abdul Halim son of Munshi Abdul Khalek and others for rent and salami therein mentioned;

B) The names of said Each-in Mondal, Tamijuddin Mondal and Mafijuddin Mondal were duly recorded in the L.R. Settlement Record with B.L & L.R.O. Rajarhat, 24-Parganas under R.S. Khatian Nos. 233 and 236 in respect of the said Garden Land measuring 0.29 acre comprised in R.S. Dag No. 2153 and 0.30 acre comprised in R.S. Dag No. 2152 total admeasuring 0.59 acre more or less and had been at all material time seized and possessed of the same without being interrupted by any person whomsoever and or from any corner whatever and had been paying rents and revenue

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For DAYAL INDUSTRIES

Rajni Gupta
Partner

Mr. Dam Halder
S/o Late Paraswar Halder
Bhr. S.S. Nagar
I.S. Dam Dar
Karr 74



Registrar U/S 242
District Sd. Registrar II
24 Pgs (N) Baranad

23 AUG 2018

in their names and; subsequently the said R.S. Khatians finally framed and published under Sub-Section 2 of Section 44 of the Estate Acquisition Act -I of 1954 incorporating the holders names Each-in Mondal, Tamijuddin Mondal and Mafijuddin Mondal declaring them the occupiers and possessors of the lands including into the said R.S. Dags with Rayot Dakhali Right under Rule 4;

C) The Eachin Mondal died intestate survived by said Tamijuddin Mondal Mafijuddin Mondal, Gulzan Bibi and Rahima Khatoon Bibi those who jointly inherited the share of said deceased Each-in Mondal in the aforesaid property according to Mahammadan Law of Inheritance and in the ratio of share mentioned in the Faraznama;

D) Subsequently the said Gulzan Bibi died intestate survived by Janab Enchhan Ali Mondal and Janab Punjab Ali Mondal as her legal successors those who according to Mahammadan Law of Inheritance jointly inherited the share of said Gulzan Bibi to the extent of her 0.03 acre in the aforesaid property and; subsequently the said Rahima Khatoon Bibi died intestate survived by Alauddin Mondal, Safiuddin Mondal, Nasiruddin Mondal, Khoda Bux Mondal, Rahim Bux Mondal all sons of Late Sikendar Mondal and Jahanara Bibi and Anwara Bibi as her legal successors those who according to Mahammadan Law of Inheritance jointly inherited the share of said Rahima Khatoon Bibi to the extent of her 0.03 acre in the aforesaid property;

E) Accordingly in the manners stated above the said Tamijuddin Mondal, Mafijuddin Mondal, Janab Enchhan Ali Mondal and Janab Punjab Ali Mondal, Alauddin Mondal, Safiuddin Mondal, Nasiruddin Mondal, Khoda Bux Mondal, Rahim Bux Mondal all sons of Late Sikendar Mondal and Jahanara Bibi and Anwara Bibi became jointly seized and possessed of the entire aforesaid property being a Garden Land measuring 0.29 acre comprised in R.S. Dag No. 2153 and 0.30 acre comprised in R.S. as well L.R. Dag No. 2152 total admeasuring 0.59 acre more or less under R.S. Khatian No. 233 & 236 at Mouza - Gopalpur, P.S: Rajerhat, District : 24-Parganas now North 24-Parganas;

F) Subsequently all the aforesaid persons mutually partitioned their aforesaid property according to their respective shares and enjoyment in the respective portions and according to the said mutual partition the said Tamijuddin Mondal, Mafijuddin Mondal, Janab Enchhan Ali Mondal and Janab Punjab Ali Mondal, became seized and possessed of a portion of Garden Land measuring 0.28 acre comprised in R.S. Dag No.2152 and 0.28 acre comprised in R.S. Dag No. 2153 total admeasuring 0.56 acre a more or less equivalent to 1 Bigha, 13 Cottahs, 14 Chittacks out of total aforesaid Garden Land admeasuring 0.59 acre equivalent to 1 Bigha, 15 Cottahs, 11 Chittacks more or less and; the said Alauddin Mondal, Safiuddin Mondal, Nasiruddin Mondal, Khoda Bux Mondal, Rahim Bux Mondal, Jahanara Bibi and Anwara Bibi became jointly seized and possessed of the residue portion of Garden Land measuring 0.02 acre comprised in R.S. Dag No.2152 and 0.01acre comprised in R.S. Dag No. 2153 total admeasuring 0.03 acre equivalent to 1 Cottah, 13 Chittacks a little more or less.

G) By a Deed of Conveyance dated 18.03.1982 duly registered at S.R. Cossipore Dum Dum in Blook No.1, Being No. 2781 for the year 1982 the said Tamijuddin Mondal, Mafijuddin Mondal, Janab Enchhan Ali Mondal and Janab Punjab Ali Mondal all therein jointly described as the Vendors at the consideration mentioned therein sold, transferred and conveyed All That a demarcated piece and parcel of Garden Land measuring 0.28 acre comprised in R.S. Dag No.2152 and 0.28 acre comprised in R.S. Dag No. 2153 total admeasuring 0.56 acre a little more or less equivalent to 1 Bigha, 13 Cottahs, 14 Chittacks out of total aforesaid Garden Land admeasuring 0.59 acre equivalent to 1 Bigha, 15 Cottahs, 11 Chittacks more or less morefully described in the Schedule



Registrar U/S 7(2)
District Sub. Registrar II
24 Pgs (Nt Barasat)

23 AUG 2018

therein unto and in favour of Smt. Uma Chowdhury wife of Ranabir Chowdhury the Proprietress of M/s. Advanced Apparatus therein as the Purchaser absolutely and forever free from all sorts of encumbrances whatsoever;

H) Subsequently by a Deed of Conveyance dated 23.03.1982 duly registered at S.R. Cossipore Dum Dum in Blook No.1, Being No. 2916 for the year 1982 the said Alauddin Mondal, Safiuddin Mondal, Nasiruddin Mondal, Khoda Bux Mondal, Rahim Bux Mondal, Jahanara Bibi and Anwara Bibi all being the legal successors of said Late Rahima Khatoon Bibi, therein jointly described as the Vendors at the consideration mentioned therein sold, transferred and conveyed All That a demarcated piece and parcel of Garden Land measuring 0.02 acre comprised in R.S. Dag No.2152 and 0.01acre comprised in R.S. Dag No. 2153 total admeasuring 0.03 acre equivalent to 1 Cottah, 13 Chittacks more or less being the residue portion of total aforesaid Garden Land admeasuring 0.59 acre equivalent to 1 Bigha, 15 Cottahs, 11 Chittacks more or less morefully described in the Schedule therein unto and in favour of Smt. Uma Chowdhury wife of Ranabir Chowdhury the Proprietress of M/s. Advanced Apparatus therein as the Purchaser absolutely and forever free from all sorts of encumbrances whatsoever;

I) By dint of aforesaid two registered Deeds the said Uma Chowdhury being the Proprietress of the said M/s. Advanced Apparatus became seized and possessed of All That piece and parcel of Garden Land measuring 0.30 acre comprised in R.S. Dag No.2152 and 0.29 acre comprised in R.S. Dag No. 2153 admeasuring 0.59 acre equivalent to 1 Bigha, 15 Cottahs, 11 Chittacks more or less, under the then R.S. Khatian Nos. 233 & 236, at Mouza – Gopalpur, P.S : Airport, J.L. No.2, District – 24-Parganas now North 24-Parganas as the absolute rayoti owner thereof.

J) By a Bengali Sale Deed dated 19.07.1986 duly registered at the Office of the A.D.S.R. Bidhannagar in Book No.1, Being No. 5831 for the year 1986 the said Uma Chowdhury being the Proprietress of the said M/s. Advanced Apparatus therein described as the Vendor at the consideration mentioned therein sold, transferred and conveyed All That a demarcated piece and parcel of Garden Land measuring 0.30 acre comprised in R.S. Dag No.2152 and 0.29 acre comprised in R.S. Dag No. 2153 total admeasuring 0.59 acre a little more or less equivalent to 1 Bigha, 15 Cottahs, 11 Chittacks a little more or less morefully described in the Schedule therein unto and in favour of Smt. Lila Chanda wife of Sudhangshu Mohan Chanda therein described as the Purchaser absolutely and forever free from all sorts of encumbrances whatsoever;

K) By dint of the aforesaid Sale Deed dated 19.07.1986 the said Smt. Lila Chanda thus became seized and possessed of the said All That piece and parcel of Garden Land measuring 0.30 acre comprised in R.S. Dag No.2152 and 0.29 acre comprised in R.S. Dag No. 2153 admeasuring 0.59 acre equivalent to 1 Bigha, 15 Cottahs, 11 Chittacks more or less, under the then R.S. Khatian Nos. 233 & 236, at Mouza – Gopalpur, P.S : Airport, J.L. No.2, District – 24-Parganas now North 24-Parganas as the absolute Rayoti Owner thereof.

L) By a Bengali Sale Deed dated 21.11.1987 duly registered at the Office of the A.D.S.R. Bidhannagar in Blook No.1, Being No. 6681 for the year 1987 the said Smt. Lila Chanda wife of Sudhangshu Mohan Chanda therein described as the Vendor at the consideration mentioned therein sold, transferred and conveyed All That a demarcated piece and parcel of Garden Land measuring 0.30 acre comprised in R.S. Dag No.2152 and 0.29 acre comprised in R.S. Dag No. 2153 total admeasuring 0.59 acre a little more or less equivalent to 1 Bigha, 15 Cottahs, 11 Chittacks a little more or less morefully



Registrar U/S 7(2)
District Sub-Registrar II
24 Pga (N) Barasat

23 AUG 2018

described in the Schedule therein unto and in favour of said Uma Chowdhury being the Proprietress of the said M/s. Advanced Apparatus therein described as the Purchaser absolutely and forever free from all sorts of encumbrances whatsoever;

M) By dint of the aforesaid Sale Deed dated 21.11.1987 the said Uma Chowdhury being the Proprietress of the said M/s. Advanced Apparatus thus became seized and possessed of the said All That piece and parcel of Garden Land measuring 0.30 acre comprised in R.S. Dag No.2152 and 0.29 acre comprised in R.S. Dag No. 2153 admeasuring 0.59 acre equivalent to 1 Bigha, 15 Cottahs, 11 Chittacks more or less under the then R.S. Khatian Nos. 233 & 236, at Mouza – Gopalpur, P.S : Airport, J.L. No.2, District: 24-Parganas now North 24-Parganas and continued to seized and possessed of the entire aforesaid Garden Land without being interrupted by or from any person whomsoever and or from any corner whatever by exercising all her rights title and interest in the said Garden Land and had been paying rents or khazna to the Collector, North 24-Parganas as the absolute Rayoti Owner thereof.

N) Subsequently by a Deed of Conveyance dated 22.02.1988 duly registered at the Office of the A.D.S.R. Bidhannagar in Book No.1, Volume No. 27, Pages from 255 to 272, Being No. 1348 for the year 1988 the said Uma Chowdhury being the Proprietress of the said M/s. Advanced Apparatus therein described as the Vendor at the consideration mentioned therein sold, transferred and conveyed All That a demarcated piece and parcel of Garden Land measuring 0.28 acre comprised in R.S. Dag No.2152 and 0.28 acre comprised in R.S. Dag No. 2153 total admeasuring 0.56 acre a little more or less equivalent to 1 Bigha, 13 Cottahs, 14 Chittacks out of the aforesaid Garden Land total admeasuring 0.59 acre a little more or less equivalent to 1 Bigha, 15 Cottahs, 11 Chittacks a little more or less at Mouza – Gopalpur, P.S : Airport, J.L. No.2, District – 24-Parganas now North 24-Parganas morefully described in the Schedule therein unto and in favour of M/s. Dayal Industries, the Vendor herein therein described as the Purchaser absolutely and forever free from all sorts of encumbrances whatsoever;

O) Since after the aforesaid purchase by dint of the said Deed of Conveyance dated 22.02.1988 Being No.1348 for the year 1988 the said Dayal Industries, the First Party herein thus have become seized and possessed of Garden Land measuring 0.28 acre comprised in R.S. Dag No.2152 and 0.28 acre comprised in R.S. Dag No. 2153 total admeasuring 0.56 acre a little more or less equivalent to 1 Bigha, 13 Cottahs, 14 Chittacks a little more or less, lying and situated at Mouza Gopalpur, J.L. No. 2, under P.S. Rajarhat at present Airport P.S, District 24-Parganas(N) and or well and sufficiently entitle thereto as the absolute Owner thereof under the Govt. of West Bengal and paying rents or taxes to the Government of West Bengal through the Collector North 24-Parganas upon mutating of its name with the L.R. Records of Right, Land Settlement Department, Government of West Bengal under present L.R. Khatian No.5227 and also with the then Rajarhat Gopalpur Municipality then having Municipal Holding No.11, Ward No.7 and subsequently after merger or reconstitution at present under Bidhannagar Municipal Corporation having present Municipal Holding No. 11, Ward No.7, morefully described in the First Schedule hereunder written (hereinafter for the sake of brevity referred to as the **"Said Land"/"Demised Land"**) and the First Party herein is paying rates and taxes, to the Bidhannagar Municipal Corporation in respect of the said 'Demised Land' described in the First Schedule hereunder written as the absolute owner thereof and is absolutely seized and possessed thereof and or well and sufficiently entitled thereto free from all charges, claims, demands, attachments, liens, lispenses, acquisitions, suits, injunctions and free from all sorts of encumbrances of whatsoever nature;



Registrar (U/S 7(2))
District Sub-Registrar II
24 Pgs (N) Beraant

23 AUG 2018

P) The First Party is desirous of development of the Said Land under the First Schedule by way of construction of multi-storied building on and upon the Said Land by or through a reputed developer-builder well known to market having well expatriation of such work of development and construction of Housing Enclave/Complex etc. and in such intention have already prepared and obtained sanctioned of a Building Plan from the then Rajarhat Gopalpur Municipality vide Sanctioned Plan No. 548/14/15;

Q) The Developer having knowledge of such intention of the Owner negotiated with the First Party for the purpose of development of a Housing Project comprised of multi-storied building/s on and upon the Said Land of the First Party described in the First Schedule hereunder written and after negotiation in detail regarding the terms and conditions, M/S. MAHAMANI PROPERTIES PVT. LTD. the Developer herein have agreed with the Owner for undertaking the entire work of development of a Housing Project by way of construction of the Multi-storied Building/s in the manners aforesaid on and upon the Owner's 'Said Land' as per drawing, plan and specifications of Sanctioned Building Plan OR further Revised Plan/s so to be prepared by the Developer according to it's own choice and discretion and so to be approved or sanctioned by the present Municipal Authority viz. the Bidhan Nagar Municipal Corporation and by other competent authority if so any and in conformity with the details of constructions specified in the Third Schedule hereto and also under and subject to the terms and conditions hereinafter stated;

AND WHEREAS the owner hereby declares that the Said Land is free from all encumbrances and the Owner has marketable title thereto;

AND WHEREAS after long negotiation a Development Agreement have been taken place by and between the First Party as the Land Owner and the said M/s. Mahamani Properties Pvt. Ltd. as the Developer and all most under the same terms and conditions as contained in this Agreement.

AND WHEREAS to avoid any litigation in future and also to meet up the present urge of law and for the sake of convenient now all the parties herein have agreed to record the terms and conditions of development by way of execution and registration of this Development Agreement containing the matter of Development and various other matters under the present terms and conditions appearing hereunder

AND WHEREAS it is pertinent to mention here that upon actual measurement it has been found that due to a minor portion of the land in front part comprising of both the two dags have been merged with the connecting road, the actual area of the total land appears at present measuring **1 Bigha, 12 Clottahs, 10 Chhittacks, 32 Sq. Ft.** be the same a little more or less.

AND WHEREAS in this Agreement expression used herein shall unless it be contrary and/or repugnant to the context have the following meanings;

"THE OWNER" shall mean M/S. DAYAL INDUSTRIES described as the FIRST PARTY herein holding 100% rights, title and interest of the "SAID LAND" described in the "First Schedule" hereunder written.

"SAID LAND" OR "DEMISED LAND" shall mean All That piece and parcel of Land containing an area of 0.28 acre comprised in R.S. Dag No.2152 and 0.28 acre comprised in R.S. Dag No. 2153 total admeasuring 0.56 acre a more or less equivalent



Registrar U/S 1(2)
District Sub. Registrar II
24 Pgs (N) Baraset

23 AUG 2018

to 1 Bigha, 13 Chottahs, 14 Chittacks but upon actual measurement physical measuring area of the total land appears **1 Bigha, 12 Cottahs, 10 Chittacks, 32 Sq. ft.** be the same a little more or less, lying and situated at **Mouza: Gopalpur**, under and part of R.S. Khatian Nos. 233 & 236 at present recorded under L.R. Khatian No 5227 within the ambit of B.L & L.R.O., Rajarhat, North 24-Parganas, J.L. No.2, under Police Station – Rajarhat at present Airport P.S, within the municipal limit of the then Rajarhat Gopalpur Municipality then having Municipal Holding No.11, Ward No.7 after merger or reconstitution at present under Bidhannagar Municipal Corporation having present Holding No. 4/341, Ward No. 4, Sub-Registry Office- Additional District- Sub-Registrar Bidhannagar and Rent or Khazna payable to the Collectorate North 24-Parganas.

"AMALGAMATED LAND"/"AMALGAMATED PROPERTY" shall mean the 'Said Demised Land' and / or the said property with other surrounding or adjacent land or lands and or properties so may be acquired by the Developer and amalgamated and/or adjoined with the Said Land and or Said Property under the First Schedule by the Developer in future.

"SAID BUILDING / SAID BUILDINGS" shall mean multi-storied building or buildings as shall be constructed in finished and habitable condition by the Developer conforming to the Sanctioned Plan or Revise Plan in the name of the owner and to be prepared, submitted only by the Developer and sanctioned by the then concerned Municipality on the "Said Land" described hereunder in the First Schedule only AND / OR on the proposed Said Amalgamated Land as stated hereinabove.

"SAID PREMISES" shall mean the official identity of the "Said Land" with "Said Building" collectively.

"AMALGAMATED PREMISES" shall mean the official identity of the collective from of the said "Amalgamated Land" with one or more Buildings collectively.

"SANCTIONED PLAN" shall mean "Building Plan/s" for multi-storied building/s on the "Said Land" OR a composite Plans showing several multi-storied buildings on the proposed said "Amalgamated Land" and or "Amalgamated Properties" and or further Revised Plan so to be prepared and submitted by the Developer at its sole, choice, discretions and own costs And be sanctioned by the Competent Authorities and / or by Bidhan Nagar Municipal Corporation.

"OWNER'S (FIRST PARTY'S) ALLOCABLE PORTIONS" OR "OWNERS' ALLOCATIONS" the Owners shall be entitled to get 45% average built up areas in the Ground + 4-storied building and in case of Ground + 5-storied building the Owners shall be entitled to 43% average built up areas within Ground to 4th floor with 32% built up areas in 5th Floor and in case of Ground + 6th storied building the Owners shall be entitled 42% average built up areas within Ground to 4th Floor with 32% built up areas in 5th & 6th Floor out of the total built up areas proposed to be constructed in a manner of several numbers of residential flats/ commercial areas/parking spaces on and upon the Owners Land under the First Schedule hereto in fully complete and in habitable nature togetherwith the facilities of water and electric connection togetherwith proportionate undivided interest or share of the Said Land alongwith all proportionate rights on all



Registrar P/S 7(2)
District Sub. Registrar H
24 Pys (N) Barasat

23 AUG 2018

common areas and facilities of the building/s in the proposed Housing Project and at the Said Premises, and such "Owners Allocations" are morefully described in Part- I of the Second Schedule.

"DEVELOPER'S ALLOCATION" shall means the Developer shall be entitled to 55% average built up areas in the Ground + 4-storied building and in case of Ground + 5-storied building the Developer shall be entitled to 57% average built up areas within Ground to 4th floor with 68% built up areas in 5th Floor and in case of Ground + 6 storied building the Developer shall be entitled 58% average built up areas within Ground to 4th Floor with 68% built up areas in 5th & 6th Floor i.e. save and except the said Owner's Allocation, all the residue flats, floors, parking places, and other portions of the said proposed Building or Buildings togetherwith undivided proportionate residue shares of the Said Land OR of said Amalgamated Land alongwith all proportionate rights on all common areas and facilities of the building and at the Said Premises, and such "Developer's Allocations" are morefully described in Part- II of the Second Schedule.

"BUILT UP AREA" Shall, according to its context, mean the plinth area of an Unit/Flat including the area of stair-case, landing with lifts space on the same floor whereon a flat/unit is situated and also the thickness of the outer walls, internal walls and pillars and also of such outer walls which are common between two Units/Flats adjacent to each others.

"TRANSFEREES" shall mean and include all persons to whom any Transferable Areas are transferred or agreed to be so done.

"Units" shall mean and include-

- a) **"Residential Units"** meaning the flats for residential use in any building and in any Phase or Block at the Project Site in the First Schedule property;
- b) **"Non-Residential Units"** meaning office spaces, shops, constructed/ covered spaces demarcated parking spaces or the like for use as commercial, assembly, educational, mercantile or any other use other than residential;

"FORCE MAJEURE": - Shall mean any natural calamities such as floods, earth quake, riots, severe labour disputes, and restraintion by the Order of any Court of Law, Statutory Authorities and any or all irresistible circumstances beyond the control of the Developer.

"TAX LIABILITIES": - The Landowner shall liable to pay the arrear dues if so shall be payable to Municipality or Municipal Corporation and other statutory tax and outgoings liability till the period of execution of these presents and also the liability of payment of apportioned shares of tax in respect of his/her/their/its allocable portions from the date of delivery of the physical possession thereof by the Developer to the Landowner.

"COMMON PORTIONS / COMMON AREAS" shall mean all the undivided and indivisible finished and unfinished areas, pathways erections and constructions and



Registrar of Companies
District Sub-Registrar II
24 Pgs (N) Baraset

23 AUG 2018

installation comprised in the said building and in the said premises for practical use and enjoyment of the Owner with the Developer or of its respective nominees specifically and categorically mentioned in the Fourth Schedule hereunder as expressed or intended and or may be provided by the Developer for common use and enjoyment of the Owner herein with future co-owners of the building individually or collectively.

"COMMON EXPENSES" shall mean and include all expenses to be incurred by the Owner herein with other future co-owners for the maintenance, management and upkeepment of the building or buildings and the expenses for the common purposes of the co-owner/s.

"COMMON PURPOSES" shall mean the purpose of managing and maintaining the Building or Buildings in particular the common portions, payments of Rates & Taxes etc. collections and disbursements, Mutation, Formation of Association, common interest relating to their mutual right and obligation for the purpose of unit/units .

"TOTAL AREA" shall according to its context mean the plinth area of the said flat/s and / or all the flat/s in the building including area being proportionate and undivided shares of common bath rooms, common lobbies, staircases, lift, caretaker's room and small room or space for pump-meters etc. in the ground floor and also the thickness of boundary walls, internal walls, the pillars and all common portions and / or areas in the building as described in the Fourth Schedule and as may be provided that if any wall be common between two units one half of the area under such wall shall be included in each unit excluding the right to use ultimate roof and exterior walls of the said building.

"PROPORTIONATE OR PROPORTIONATELY OR PROPORTIONATE SHARE" shall mean the proportion in which the built-up area of any single flat would bear to the entire undivided built-up-areas of all the flats collectively for the time being in the building or buildings PROVIDED THAT where it refers to the share of any rates and/or taxes relating to the common purposes and the common expense then such share shall mean the proportions in which the total amount of such taxes rates or expenses as shall be paid equally by the co-owners and such share shall be treated as such rates and/or taxes and common expenses as are being separately levied and the Proportionate Share of the "Said Land"/"Said Property" and/or "Said Amalgamated Land" / "Amalgamated Property" in a proportion to the measuring area of a single flat or unit out of the total measuring area of the entire undivided covered areas of all the flats and the units collectively in the building or buildings constructed comprised in the said property in the "Said Premises" or comprised in the said proposed "Amalgamated Land" / "Amalgamated Property" in the said proposed "Amalgamated Premises".

"SINGULAR" shall include the **"PLURAL"** and vice-versa.

AND

"MASCULINE" shall include the **"FEMININE"** and vice-versa.



Registrar U/S 71(2)
District Sub-Registrar II
F-35 (N) Barakhat

23 AUG 2018

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Owner has hereby grant an exclusive permission to the Developer to enter upon the said land under First Schedule and also hereby permit the Developer to construct Multi-storied Building/s on and upon the Owner's "Said Land" hereunder the First Schedule OR on the Said Land" as defined and expressed hereinabove according to the existing Sanctioned Building Plan or any Revised Plan or Plans so may be prepared and submitted by the Developer at its sole choice, discretion, and at the cost of the Developer and sanctioned by the Municipal Authority and or by other competent authority. It is expressively mentioned hereby that the Developer shall be fully entitled to prepare Building Plan or Plans in connection to the Said Land OR composite buildings plan/s by joining any other adjacent property with the said demised land mentioned hereinabove as "Amalgamated Land" at the sole choice discretion and at the cost of the Developer for which the First Party herein declare hereby its free consent and hereby give and confer unfettered exclusive rights to the Developer in respect of the Said Land under the First Schedule hereto and the Owner also hereby declare that during whole time of preparations of Said Plan or Plans, and obtaining sanction thereto, constructions and completions of the multi-storied building OR buildings and obtaining Completion and or Occupancy Certificate thereof as well as selling of the "Developer's Allocation", the Owner shall not interfere in any manner and by any means and shall not be entitle to raise any objection and also shall not be entitle to create any obstructions thereof. It has been clearly agreed by and between the parties hereto that the Developer if deem fit and proper for the propose of maximum commercial exploitation of the Said Land shall be entitle to construct the Building/s deviating from the original sanctioned plan at its own risk and responsibility without creating any legal hazards to the Owner and in such an event shall be fully responsible by mates and bound to obtain the "Occupancy Certificate" by regularizing such deviations through revise plan/s and by paying necessary Fees and or development charges as shall be requisited by the concerned Municipal Authority. The Owner however NEITHER shall be liable to pay on account of such deviations NOR shall be entitled to claim any amount OR any constructed area out of the above account only other than the said Owner's Allocations agreed and stated hereinabove and described hereunder; and for all the work of development as well for selling of Developer's Allocations to the outsider purchaser/s and also for the purpose of delivery of Owner's Allocations and also for all practical purposes for proper implementation of the terms and conditions of this Agreement, the Owner herein have hereby deliver the peaceful vacate possession of the entire Said Land under the First Schedule to the Developer simultaneously with execution of these presents.

2. It is agreed by and between the parties that subject to a marketable title is found and/or made out by the Owner, and also subject to making delivery of peaceful vacant possession of the entire land under the First Schedule by the Owner to the Developer and upon all the responsibilities, obligations and other conditions agreed hereto and all other obligations under the law of land are fulfilled by the Owner towards the Developer to enable it for making development and construction of the proposed Housing Project in all hazards free manners, the Owner-First Party shall be entitle to get 45% (forty five percent) average built up areas in the Ground + 4-storied building and in case of Ground



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Registrar (D/S 7(2)
District Sub. Registrar II
24 Pgs (H) Barasat

23 AUG 2018

+ 5-storied building the Owner shall be entitled to 43% average built up areas within Ground to 4th floor with 32% (thirty two percent) built up areas in 5th Floor and in case of Ground + 6 storied building the Owners shall be entitled 42% average built up areas within Ground to 4th Floor with 32% built up areas in 5th & 6th Floor and in the building/s out of the total built up areas within the Housing Project proposed to be constructed on the Owner's Land under the First Schedule as described hereinabove as "Owners' Allocable Portions" morefully described in Part - I of the Second Schedule hereunder written in fully complete and in habitable nature togetherwith the facilities of water and electricity connection together with the proportionate undivided interest or share out of the 'Said Land' along with all proportionate right on all common areas, common facilities in the proposed building or building/s thereon or thereupon. The said "Owner's Allocable Area" described in Part-I of the Second Schedule hereto togetherwith undivided proportionate shares in all common areas described in the Fourth Schedule and togetherwith proportionate share of the said land described hereunder the First Schedule and all the rights, benefits and appurtenances in connection to the portions allocable to the Owner are collectively for the sake of brevity hereinabove and hereunder referred to as the "Owner's Allocations". It has been also agreed by and between the parties herein that in addition to the said "Owner's Allocations" the Owner shall not be entitled to any additional area and or any cash consideration. The particular portions of the Owner's Allocations in the proposed Housing Project in the agreed ratio as stated above shall be mutually decided amongst the parties herein immediate after sanction of the Building Plan and prior to registration of the Development Agreement.

3. For the purpose of implementation of this agreement and execution of the entire work of development of multi-storied building/s and also for selling of the Developer's Allocation in favour of it's nominee/s and or assignee/s, the Owner herein shall after execution of these presents execute a General Power of Attorney in favour of the Developer and also of Sri Sanjeeb Gupta the nominated Director of M/s. Mahamani Properties Pvt. Ltd. It is expressly mentioned hereto that the Developer shall be uninterruptedly entitled to exercise the aforesaid General Power of Attorney for selling of the entire constructed portions togetherwith the undivided and impartable share of the said land under the First Schedule and or any portions thereof save and except the said "Owner's Allocations" to any intending Purchaser or Purchasers at any price and against such lawful terms and conditions as the Developer shall deem fit and proper. It is also understood that to facilitate the construction of Development at the Project Site by the Second Party and for obtaining necessary connections and utilities therein or therefor, various acts deeds matters and things not herein specified may be required to be done by the Second Party and for which the Second Party may need the authority of the First Party and various applications and other documents may be required to be signed or made by the First Party relating to which specific provisions may not have been mentioned herein. The First Party hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Second Party to be done in the matter and the First Party shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Second Party for all such purposes and the First Party also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Second




Registrar (U/S 212)
District Sub-Registrar II
24 Pps (N) Barasat

23 AUG 2018

Party. The said Power or Powers of Attorney so to be granted by the First Party/Land Owner to the Second Party/Developer/Builder and/or it's nominee/s shall be exercised jointly or severally by the said Attorney/s **Sri Sanjeeb Gupta** and also any of the authorized director/s of the Second Party herein if there would be any inducted in future for the time being in force and shall form a part of this Agreement.

4. Immediate after sanction of the Building Plan or Plans by the concerned authorities and after obtaining the work order and subject to having peaceful vacant possession of the 'Said Land' under the First Schedule hereto from the Owner, the Developer shall commence the work of construction of the proposed building/s and shall hand over the said Owner's Allocable portions in the proposed building/s within 36 (thirty six) months from the date hereof. The said allocable portions to the Owner shall be delivered by the Developer in a finished and habitable condition free from all encumbrances provided the marketable title is found and or made out by the Owner in respect of the 'Said Land' under the First Schedule hereto and subject to all the terms, conditions, stipulations, covenants and obligations covered under this agreement and also under the law are observed and fulfilled by the Owner. It is agreed that the costs of obtaining the sanctioned plans, its amendments and modifications as well as entire construction of the building or buildings, architect's fees and all other costs which will be incurred towards entire development work are to be borne solely by the Developer. Any dues on such accounts if found subsequently shall be payable by the Developer. It is also understood and agreed by and between the parties that eventually if the Developer fails to deliver the Owner's Allocations within the said agreed period mentioned, then a grace period of six(6) months shall be permitted to the Developer for performing it's such obligation towards the First Party and even after then if the Developer fails and neglect to deliver the Owner's Allocations then a sum of Rs.15,000/- per month shall be charged as the penalty charges and payable by the Developer to the Owner herein for the period till the Owner's Allocations, are delivered to the Owner PROVIDED due to any claim, demand, dispute, suit, injunction etc. arising out of the Owner's right and title regarding the subject property if the Developer is prevented to make constructions and or work at the project side is restrained, then the time stipulated for delivery of the Owner's Allocation shall be extend accordingly.

5. It is also agreed by and between the parties hereto that the Developer shall pay a sum of Rs.10,00,000/- (Rupees Ten Lakh) to the Landowner/ First Party as an way of refundable deposit. The said sum of Rs.10,00,000/- (Rupees Ten Lakh) shall be paid by the Developer to the Owner in the following manners:-



Registrar U/S 7(2)
District Sub-Registrar II
24 Pgs (N) Barasat

23 AUG 2018

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| i) | On or before execution and registration of these presents and also the said Power of Attorney in connection thereto | Rs.2,00,000/- |
| ii) | Within 15 days after obtaining sanction of the Building Plan | Rs.8,00,000/- |

It is agreed by and between the parties hereto that the said security deposit shall be refunded by the First Party to the Second Party at the time of delivery of the Owner's Allocations to the First Party.

6. The Developer other than the common areas shall be exclusively entitle to 55% average built up areas in the Ground + 4-storied building and in case of Ground + 5-storied building the Developer shall be entitled to 57% average built up areas within Ground to 4th floor with 68% built up areas in 5th Floor and in case of Ground + 6 storied building the Developer shall be entitled 58% average built up areas within Ground to 4th Floor with 68% built up areas in 5th & 6th Floor consist of residential flats other than the said Owner's Allocations as agreed and stated above, all residue flats, floors parking spaces and other units whatsoever of the said proposed building or all buildings within the said Housing Project proposed to be constructed on and upon the 'Said Land' of the First Party togetherwith undivided and proportionate shares of common areas, common amenities and common facilities along with undivided proportionate share of the said Demised Land under the First Schedule without any monetary consideration payable to the Owner other than the said refundable security sum of Rs.10,00,000/- as agreed to be paid as refundable cash consideration. The said residue portions (other than the Owner's Allocations) of all the flats, floors, shops, parking spaces/units togetherwith the common rights and undivided share of the said Demised Land under the First Schedule hereto in the manners stated hereinabove, are collectively hereinabove and hereinafter for the sake of brevity referred to as the Developer's Allocations. The Developer at its own choice and discretion shall be fully entitle to withhold the said "Developer's Allocations" and further shall be "exclusively entitle to dispose of its said allocations entirely and or any portion thereof to any person/s, firm/s, company / companies by way of sale / mortgage / lease against any price and / or selami at its sole discretion. The Owner however, in that event neither shall be entitled to raise any objections and or to create any obstructions thereof at any point of time whatsoever either before or after delivery of the Owner's Allocations are made by the Developer; nor shall be entitle to any part out of the said "Developer's Allocations" under Part-II of the Second Schedule herein as well in the sale-proceeds of the "Developer's Allocations" and shall have no claims or demands of whatsoever nature therein.

7. The Developer from the date hereof shall be entitle to enter into any or all agreement with any person/persons relating to the Developer's Allocations without hampering the Owner's interest to obtain the Owner's Allocations in the proposed building or buildings on the said land / said property under the First Schedule hereto. The Developer shall be fully entitled to obtain any earnest money and/or any finance



Registrar (I) S 1 (2)
District Sub-Registrar II
24 Pqs (N) Barasat

23 AUG 2018

against the Developer's Allocation from any intending buyer / buyers, lessee / lessees and/or mortgagee / mortgagees without hampering the Owner's interest.

8. The Developer shall be entitled to appoint Architect for supervising the structural constructions of the foundation, basements, pillars, structures, slabs, concrete underground/ overhead reservoirs, electrical and plumbing fixtures and materials used for constructions, and sewerage, systems etc. and the Developer shall have the right to do so but exclusively at its (Developer) own costs and expenses to look after the same only. However, as agreed upon by both the parties, good quality materials as available in the market will be used for construction of the entire building/s and the Landowner shall not be liable / responsible in any manner whatsoever regarding the construction materials used by the Developer.

9. The Landowner from the date hereof shall always extend and offer all possible necessary facilities to the Developer for preparing and submitting the Building/s Plan/s to the Competent Authorities Concern and in obtaining sanction thereof and also for obtaining permanent connection of water supply, electricity with meter, drainage, sewerage, telephone and similar other installations needed for completion of the proposed multi-storied buildings hazards free and in well habitable conditions for all the residents at the cost and expenses of the Developer; and for all such purposes the Owner herein shall cause to sign and execute all such necessary Applications, Declarations, Affidavits and all such documents relating the said premises as and when shall be required and asked by the Developer.

10. Simultaneously upon payment of Rs.2,00,000/- being the part payment of the agreed security deposit of Rs.10,00,000/- by the Developer, the Landowner shall cause to handover and deposit the Original Title Deed/s and other relevant documents in respect of its land described in the First Schedule hereunder to the Developer herein since all those shall remain in the custody of the Developer for inspection and examination of title of the property by the intending purchaser/s of the units/flats etc. and or their respective Advocates/ Solicitors till the entire Housing Project is fully completed and also the transfer of all the flats/parking spaces/ shops/units are made; and thereafter all such Original Title Deeds shall be handedover by the Developer to the custody of the Owners' Association of the proposed Housing Project. The Developer shall issue a Receipt to the Owner herein upon having the Original Title Deeds and Documents from the Owner herein.

11. For the purpose of the construction of the said new proposed building or buildings the Architect, Engineers, other Technical experts and all work men, shall be appointed by the Developer and it (developer) shall be responsible for making payment to each and all of them. The land owner shall have no liability for making any such payment to any one of them either during the construction or after completion of the construction or at any point of time whatsoever.

12. It is agreed that in the event of any damage or injury arising out of any sort of accident due to carelessness of the workmen and others, victimizing such workmen or



Registrar US 7(2)
District Sub-Registrar II
34 Pgs (N) Barasat

23 AUG 2018

any other persons whatsoever or causing any harm to any property during the course of construction the developer shall keep the Landowners, its estate and effects safe and harmless and indemnify against all suits, actions, claims, demands, whatsoever arising out of such eventualities.

13. It is agreed that the Owner, whenever it becomes necessary and asked by the Developer shall sign papers and execute documents in connection with obtaining of sanctioned plan or any modification thereof during the course of construction period of the proposed multi-storied building/s till completions thereof and also in disposal and sale of any and or all units/portions of the said multi-storied building or buildings save and except the Owner's Allocable portions in the building/s proposed to be constructed on and upon the 'Said Land' under the First Schedule hereto by the Developer without raising any objection, thereto.

14. It is agreed by the landowner that in future or during the course of construction, if any defect on the title is found or any suit is lodged against the land owner's in respect of the said landed property mentioned in the first schedule, the developer shall have the liberty to proceed against the same on behalf on the land Owner/s and all costs and expenses if so incurred by the Developer on and behalf of the Owner herein defending or proceeding such suit/disputes and or to make such defects, shall be adjusted by the Developer from the "Owner's Allocations" at the time of delivery of the same to the Owner herein if the Owner fails to reimburse the same to the Developer. However the Owner herein hereby indemnify and further shall cause to make indemnified the Developer to keep save and harmless from any or all suits, actions, claims and or demands of whatsoever nature created either by any outsiders OR any person claiming right, title and interest under or through them. However, it is clear that due to any defects in title and or defects in Land Settlement Records in respect of the nature and character of the property and or due to non-fulfilment of all the necessary obligations on the part of the Land-owner/s covered under these presents and also covered under the Law of Land, if this Agreement is not implemented or however not practicable to carried over and as such if this agreement is determined or terminated by either the party herein or by in effect of any Court's Order/s then the Land-owner/s shall be liable to pay of all the cost and expenses till then incurred by the Developer forthwith the Developer claim to have payment of the same by a written Notice and in such event the physical possession of the 'Said Property' under the First Schedule hereto shall remained with the Developer till all such amounts and claims are recovered by the Developer from the Owner/s.

15. Both the parties hereby agreed that the time specified in clause 4 (four), hereinabove for completion and the delivery of the portions allocable to the owner/s is/are subject to force-majeure j.e. if the construction is prevented or interrupted due to any natural calamities such as floods, earth quake, war, riots, crisis of materials in the market due to any natural calamities and for any order made by any Court of Law and or by any Government/Semi-Government/ Statutory Authorities/Local Authorities and for any or all irresistible circumstances beyond the control of the Developer, the time specified with relaxation made therein and provided in Clause - 4 for such delivery of



Registrar (IS 7(2))
District Sub Registrar II
24 Pgs (N. Bannal)

23 AUG 2018

owners' allocations shall be extended upto a period considerable by such circumstances whereby the Developer is prevented to handover the owners' allocable said portions within the period specified and relaxation provided in clause 4 (four) hereinabove. It is expressly mentioned hereby that the Developer unless prevented by the circumstances in the manners stated hereinabove shall within the specified period complete the Owner's Allocable portions and upon obtaining the necessary 'Occupancy Certificate' from the Municipal Authority, shall intimate the Owner through Registered Post offering the Owner for taking delivery of Owner's Allocable portions within 30 days from the date of such intimation, AND in failure or negligence on the part of the Owner/s to take delivery his allocations within said noticed period of 30 days, the Developer after fulfilling it's obligation in a manner as stated herein shall not be liable for breach of this contract, nevertheless shall be responsible and or liable to pay any amount on account of damages, penalty and or means-profit whatsoever and further shall be entitle to continue with exercising of its absolute rights and authority to dispose of the Developer's Allocations by handing over the possession of the unit/units out of the developer's allocations to the intending purchaser and or the purchasers or lessee, lessees with fully entitle to prepare execute and register any conveyance or conveyances and or any kind of lawful Deed of Transfer in favour of any purchaser or purchasers in respect of and to the extent of the Developer's allocation in the Said Premises and in the said proposed amalgamated premises and the owner/s herein shall be entitled to raise any objections or create any obstructions by any means in any manners whatsoever. Be it mentioned hereto that since the said General Power of attorney so to be executed by the Landowner is in relation to this Development Agreement.

16. Both the parties agree that the terms and conditions contained in this Agreement and in the Schedules annexed therewith have been agreed amongst the parties herein in the most cordial and friendly manners. If any complications arises beyond the agreed terms and conditions incorporation in the Agreement and/or in proper implementation thereof both the parties shall endeavor to sort it out at bi-parties level. The Owner hereby declare and assure the Developer not to restrain the later in continuing its entire activities of construction and selling of Developer's Allocations at any point of time either during the whole period of constructions; its completion and selling of its allocable AND/OR after the obligations of the Developer towards the Owner/s agreed hereby are fulfilled by the Developer in the manners as stated in Clause 4 (four) and Clause 14 (Fourteen) hereinabove.

17. The Landowner shall cause to pay the Municipal Rates and Taxes and also Rent or Khazna payable to the Collector North 24-Parganas upto the month of September, 2016 and thereafter such tax and khazna shall be payable by the Developer until the Owner's Allocable portions are not delivered. The Owner also hereby agrees and covenants with the Developer to pay proportionate Municipal rates, taxes, the Rent or Khazna payable to the Collectorate North 24-Parganas and all other outgoings including service-tax, vat and others as applicable and payable time to time under statue and laws for the time being in force and also the monthly common maintenance charges in respect of the Land Owner's Allocable Portions on and from the date of delivery of the possession of the Land Owner's Allocation to the Landowner/s by the Developer so as



Registrar (IS 742)
District Sub-Registrar II
24 Pqs (H) Bazarat

23 AUG 2018

the Developer and or its nominee/s and or assignee/s also shall cause to pay the same to the extent of the Developer's Allocations.

18. The Landowner/s shall cause to be joined such person or persons as Vendor/s and or Confirming Parties as may be required in law and also by the Developer in the Agreement/s and/or sale deeds that may be executed for sale and transfer of the Developer's Allocation in favour of the intending purchasers.

19. Upon the Developer constructing and delivering possession to the Landowner of his/her/their/its allocation, the Landowner shall hold the same terms and conditions and restrictions as regard the user and maintenance of the buildings as the other flats purchaser/s of the buildings.

20. The Landowner's Allocation in the new building or buildings at the said premises shall be subject to the same restriction on transfer and use as are applicable to the Developer's Allocation in the new buildings intended for the common benefits of all occupiers of the new building or buildings which shall include the following: -

21. Neither of the Parties herein shall use or permit to use each of their respective allocations in the new building or buildings or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazards to the other occupiers of the new building or buildings.

22. Landowner shall not demolish or permit demolition of any wall or other structure in his/her/their/its allocations or any portion thereof or made any structural alteration therein without the previous consent and/or permission from appropriate authorities.

23. **THE LANDOWNER FIRST PARTY DOETH HEREBY COVENANTS WITH THE DEVELOPER SECOND PARTY:**

- i) That each and every representation made by the First Party/Land Owner hereinabove are all true and correct and agrees and covenants to perform each and every representation and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this agreement by the First Party/Land Owner/s.
- ii) That with effect from the date of execution hereof, the First Party/Land Owner/s shall neither deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.
- iii) That the First Party/Land Owner shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Second Party/Developer/Builder; RECIPROCALLY the Second Party



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Registrar U/S 7(2)
District 5th, Registrar II
24 Pgs (N) Barasat

23 AUG 2018

Developer shall not be entitled to assign this agreement wholly to any other Developer-Builder save and except to its sister concerns and or ancillary organization.

- iv) That both the Parties shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this agreement in any manner.
- v) That the First Party/Land Owner shall not cause any interference or hindrance in the sanction / modification / alteration of Sanction Plan/s in terms hereof, construction and development at the Project Site by the Second Party and/or Transfer of the Second Party's Allocation and not to do any act deed or thing whereby any right of the Second Party hereunder may be affected nor make any claim whatsoever in any other part or portion of the Project Site except the First Party's Allocation; RECEIPROCALLY the Developer shall not cause hamper and or interfere in the rights of the First Party to sell-transfer of flats/units, etc. under the Landowner's Allocations.
- vi) That for all or any of the purposes contained in this agreement, the First Party shall render all assistance and co-operation to the Second Party and sign execute, submit and deliver at the costs and expenses of the Second Party all plans, specifications, undertakings, declarations, no objections, disclaimers, releases, papers, documents, powers and authorities as may be lawfully or reasonably required by the Second Party from time to time.
- vii) That it is bi-laterally agreed in between the parties hereto that the First Party/Land-Owner shall bear proportionate costs or charges for installation of electrical transformer within the project for the reasons of consumption of electricity within the allocated areas of the First Party/Land Owner.
- viii) That the Second Party do hereby agree and covenant with the First Party not to do any act deed or thing whereby any right or obligation of the First Party hereunder may be affected or the First Party is prevented from making or proceeding with the compliance of the obligations of the First Party hereunder.

24. That during subsistence of this Agreement unfortunately if any of the Owners herein expire then all of his/her/its legal successors and or beneficiaries either by way of intestate succession or by testimony thereof should be substituted in place of such demised owner and all the remaining co-owners shall cause to make enjoin of all such legal successor/s as necessary substituted parties to this Agreement under the same terms, conditions, covenants and obligations.

25. The parties shall abide by all Laws, Bye-Laws, Rules and Regulations of the Government, Local Bodies statutory authorities as the case may be and each of the parties herein shall attend to answer and be responsible for any deviation violation



Registrar (US) (2)
District Sub-Registrar II
24 Pgs (N) Barasat

23 AUG 2018

and/or breach of any of the said laws, Bye Laws, Rules and Regulations if made by each of them.

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

27. The parties hereto shall not do or cause or permit to be done any act or thing which may render void and violable any in insurance of the new building or buildings or any part thereof and shall keep the Developer and other occupiers of the said building/s harmless and indemnified from and against the consequence of any breach.

28. No combustible goods or other items/materials shall be kept by the Landowner or by the Developer for display or otherwise in the corridors or other places of the common use in the new building or buildings and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the new building or buildings and in case any such hindrance is caused by the Developer or the Landowner and/or each of his/her/their/its respective nominees/assignees, as the case may be shall entitled to remove the same at the risk and cost of each of them.

29. Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in the compounds, corridors and or any other portion or portions of the new Building or Buildings save and except the particular garbage or receptacles provided by the Developer within the Enciave.

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

31. On or before taking delivery of the "Owner's Allocations" the Land Owner shall cause to pay and deposits to the Developer the necessary mandatory charges as hereunder:-

- A. (i) Proportionate cost of installation of main meter or Transformer/ Electrical equipments costs, deposits and others.
- (ii) Power Backup Charges.
- (iii) Club membership charge.
- B. (i) Pay and Deposit in advance 6 months of monthly common maintenance charges.



Registrar (S 712)
District Sub. Registrar II
24 Pgs (N) Barasat

23 AUG 2018

- (ii) Pay and Deposit a sum of Rs. 10,000/- as a Security Deposit towards temporary consumption of electricity for each of the unit under the Owner's Allocation from the Main Service connection.
- (iii) The actual amount of Security Deposit charged by the WBSEDCL Authority is payable by the Land Owner in respect of individual meter for the Owner's Allocable Portions.

However, the Owner herein shall be entitled to have relief in paying and depositing above charges under this Clause only for any two (2) flats out of the entire units allocable to the owners under the "Owner's Allocations" those which shall be retained by the Owner herein for his exclusive own uses and enjoyment.

32. IT IS FURTHER agreed and understood between the parties hereto as follows:-

- i) The Landowner/s and the Developer have entered into this agreement purely for construction and delivery of Owner's Allocable portions by the Developer to the Landowners as well as selling of residuary areas as Developer's Allocable portion by the Developer and nothing contained herein shall be deemed to construe as partnership between the Developer and the Landowner in any manner nor it shall be construed that the parties hereto constitute as an association of persons in any manner whatsoever since it is a contract made by and between the parties herein for the subject and objects contained hereto and hereunto.
- ii) The "Landowner's Allocation" shall be handed over with peaceful possession after compliance with all the obligations on the part of the Developer i.e. immediately on completion of the internal finishing works of all the Landowner's Allocable subject to due compliance of all the obligations on the part of the Landowner under the terms and conditions of this Agreement and under the Law of Land and also under all prevailing laws for the time being in force; and it is clearly understood by and between the parties hereto that during taking delivery of their allocable portions in the Building/s the Landowner shall not raise any objection and or create any obstruction if some common portions and common facilities are not completed during such materials time of delivery of possession and even in such event the Developer shall be in obligation to subsequently finish and complete all such unfinished common portions and common facilities intended and require to be made by the Developer and as specified in Third Schedule hereunder written.
- iii) The Landowner shall not be held responsible for any omission and/or commission of any act by the Developer or any of their misrepresentation and/or dispute with the intending purchaser of the Developer's Allocation and/or any part thereof.

33. However, if any disputes or differences arises between the parties implementing this agreement or facing true interpretation to the terms herein, the same shall be



Registrar (IS 702)
District Sub-Registrar II
24 Posa (N) Baraat

23 AUG 2018

referred to an Advocate or Arbitrator chosen by the parties hereto or such separate one or two Advocates or Arbitrators selected by each of the party with the right to appoint umpire, whose decision and award as envisaged in Indian Arbitration And Conciliation 1996 and its modifications for the time being in force shall be final and binding on both the parties.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(The "Said Property" Owned By The First Party Herein as Owner)

All That piece and parcel of Garden Land containing an area of 0.28 acre comprised in R.S. Dag No.2152 and 0.28 acre comprised in R.S. Dag No. 2153 total admeasuring 0.56 acre a more or less equivalent to 1 Bigha, 13 Chottahs, 14 Chittacks but upon actual measurement physical measuring area of the total land appears **1 Bigha, 12 Cottahs, 10 Chittacks, 32 Sq. ft.** be the same a little more or less, lying and situated at **Mouza: Gopalpur** (Local area 20' feet wide Ramesh Mitra Road), under and part of R.S. Khatian Nos. 233 & 236 at present under L.R. Khatian No.5227 within the ambit of B.L & L.R.O., Rajarhat, North 24-Parganas, J.L. No.2, under Police Station – Rajarhat at present Airport P.S, within the municipal limit of the then Rajarhat Gopalpur Municipality then having Municipal Holding No.11, Ward No.7 and subsequently after merger or reconstitution at present under Bidhannagar Municipal Corporation having present Municipal Holding No. 4/341, Ward No. 4, Sub-Registry Office - Additional District- Sub-Registrar Bidhannagar and Rent or Khazna payable to the Collectorate North 24-Parganas. The entire Said Land is delineated in the Map or Plan annexed hereto and bordered in colour Red thereon and butted and bounded as follows:

On the North : By Land comprised in R. S. Dag No.2151;
On the East : By 20' feet wide common passage;
On the South : By Partly by land comprised in R.S. Dag No.2154;
On the West : By Land comprised in R.S.DagNo.2148;

THE SECOND SCHEDULE PART - I ABOVE REFERRED TO
(Allocation of the Owner)

ALL THAT 45% built up areas consist of Car Parking Spaces on the Ground Floor AND 45% built up areas of the 1st to 4th floor consist of residential Flats in case of Ground + 4-storied building/s; OR 43% built up areas consist of Car Parking Spaces on the Ground Floor AND 43% built up areas of the 1st to 4th Floor and also 32% built up areas in 5th Floor all consist of residential Flats in case of Ground + 5-storied building/s; OR 42% built up areas consist of Car Parking Spaces on the Ground Floor AND 42% built up areas of the 1st to 4th floor with 32% built up areas in 5th & 6th Floors all consist of residential Flats in case of Ground + 6-storied building/s and as calculated and defined hereinabove out of the total built up area in the new building/s proposed to be constructed on and upon the Owners' Land under the First Schedule hereto within the proposed Housing Project including of proportionate and undivided shares in all common areas and common amenities in the Said Premises described in the Fourth Schedule and proposed to be constructed and finished as per specifications under the Third Schedule in a finished and habitable condition togetherwith undivided and impartable proportionate shares of the Said Land described in the First Schedule



Registrar (U/S 7-4)
District Sub-Registrar II
24 Pqs (N) Baran

23 AUG 2018

hereinabove; AND accordingly at present as per Sanctioned Building Plan comprised of Ground + 4 Storied Buildings the Owners' Allocated flats and other portions are described as follows:

THE SECOND SCHEDULE PART - II ABOVE REFERRED TO
(Allocation of the Developers/Builders)

ALL THAT 55% built up areas consist of Car Parking Spaces on the Ground Floor AND 55% built up areas of the 1st to 4th floor consist of residential Flats in case of Ground + 4-storied building/s; OR 57% built up areas consist of Car Parking Spaces on the Ground Floor AND 57% built up areas of the 1st to 4th Floor and also 68% built up areas in 5th Floor all consist of residential Flats in case of Ground + 5-storied building/s; OR 58% built up areas consist of Car Parking Spaces on the Ground Floor AND 58% built up areas of the 1st to 4th floor with 68% built up areas in 5th & 6th Floors all consist of residential Flats in case of Ground + 6-storied building/s i.e. save and except the said Owner's Allocation, all the residue flats, floors, parking places, and other portions of the said proposed Building or Buildings as described above and also the common areas, the entire remaining areas in the new building/s consists of the residential flats, commercial spaces, shops and garages/car parking spaces proposed to be constructed on and upon the Owners' Land written in the First Schedule hereinabove along with undivided and proportionate share of the common facilities which shall absolutely belongs to the Developer.

THE THIRD SCHEDULE ABOVE REFERRED TO:

S P E C I F I C A T I O N S :

1. DOOR & WINDOW:

All doorframes (size 4"x 2,½") would be made of Sal wood, doors shutter would be flush doors made of commercial ply (Brahmaputra 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 or similar brand night latch lock. All windows would be made of natural colour aluminium 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 similar brand) with P.V.C. cistern (Reliance Co.). And in



Registrar U/S (2)
District Sub-Registrar II
24 PGS (N) Barasat

23 AUG 2018

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 (Myline 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. |

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.
12. **Lobby** Well Decorated.

THE FOURTH SCHEDULE REFERRED TO :
(Common Areas & Common Facilities)

1. Staircase of all the floors of the said multi-storied building.
2. Common landings with Lift, Common passage including main entrance leading to the ground floor.
3. Water tank, overhead tank and water supply line from Deep Tube-well with 440 volts Motor and Water pump.
4. Common toilet on the ground floor.



Registrar U/S 1(2)
District Sub-Registrar II
24 Pgs (N) Bangalore

23 AUG 2018

5. Caretaker's room.
6. Meter space.
7. External electrical installations switch boards and all electrical wiring and other electrical fittings installed in the said building.
8. Drainages, sewerage, septic tank and all pipes and other installations for the same.
9. Boundary walls and Main gate.
10. Such other common parts areas equipments installations fittings fixtures and common and common passages as shall be provided by the Developer at its sole discretion and as shall be available in future in or about the said land and the said building and or in amalgamated land and buildings as are necessary for passage and/or use of the unit in common by the co-owners with the Developer and/or its respective nominees appertaining to proportionate cost in terms of sq. ft. It is expressly mentioned hereby that the Developer shall be exclusively entitle to provide the common passages at its sole choice and desecration leading from Main Road through another adjacent properties to the said property hereunder the First Schedule and reaching to others property surrounding and adjacent herewith and amalgamated with each others in future by the Developer for the free ingress and egress of the prospective buyers /residents of proposed buildings in this premises and or in the said amalgamated premises.

COMMON EXPENSES:

1. All expenses for the maintenance, operating replacing repairing renovating and repainting of the common portions and areas in the building including the outer walls and boundary walls of the building.
2. All the expenses for running and operating all machinery equipments and installations comprised in the common portion including the cost of repairing, replacing and renovating the same. Costs and charges of establishment for maintenance of the said building.
3. Costs and insurance premium for insuring the building and/or the common portion.
4. All charges and deposits for supply of common utilities to all the co-owners in common.
5. Municipal tax, water tax and other rates in respect of the premises and building (save and except those separately assessed in respect of any unit of the purchaser).
6. Cost of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
7. Electricity charges for the electrical energy consumed for the operation of the equipment and installation of the common service and lighting the common portions including system lose for providing electricity to each unit.
8. All litigations expenses incurred for the common purpose and relating to the common use and enjoyment of the common portion and for all common affairs.



Registrar U/S 7(2)
District Sub-Registrar II
24 Pgs (N) Barasat

23 AUG 2018

9. All other expenses as shall be required in future for running of proper and smooth administration of the Building or Buildings and the upkeepment of the same.

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

SIGNED, SEALED AND DELIVERED
By the OWNER at Kolkata
In the presence of:-

1. *Pranab Halder*
134-S.S. Nagar
Calcutta
2. Chandramathi Das
AP-9, Salt Lake, Sector-1
Kolkata-64.

SIGNED, SEALED AND DELIVERED
By the DEVELOPER at Kolkata
In the presence of:-

1. *Pranab Halder*
2. Chandramathi Das

For DAYAL INDUSTRIES

Rajendra K. Gupta
Partner

For DAYAL INDUSTRIES

Rajendra K. Gupta
Partner

For DAYAL INDUSTRIES

Jitendra K. Gupta
Partner

For DAYAL INDUSTRIES

Rajendra K. Gupta
OWNER/VENDOR

MAHAMANI PROPERTIES PVT. LTD.

Sanghvi Anshu
Director

DEVELOPER

Witness :-
Subrata Mallik
Adv.

Subrata Mallik
(Adv)
Barasat Court
Enroll No. F31/31of1987



Registrar (HS) (2)
District Sub-Registrar II
24 Pys (N) Barasat

23 AUG 2018

RECEIVED of and from the withinnamed DEVELOPER M/S. MAHAMANI PROPERTIES PVT. LTD. the withinmentioned sum of Rs.2,00,000/-(Rupees Two Lakh Only) out of the refundable Security Deposit as per memo below:

MEMO OF CONSIDERATION

By A/c Payee Cheque No. 001501 dated 23.08.2018 drawn on HDFC Bank Ltd. in its Salt Lake Branch favouring the Owner DAYAL INDUSTRIES

... Rs. 2,00,000/-

Rs. 2,00,000/-

(Rupees Two Lakh Only)

WITNESSES:

1. *Suman Halder*

2. *Chandranath Das*

For DAYAL INDUSTRIES
Rajendra N. Latta
Partner

For DAYAL INDUSTRIES
Rajendra N. Latta
Partner

For DAYAL INDUSTRIES
Jitendra K. Gupta
Partner

For DAYAL INDUSTRIES
Rajiv Gupta
Partner


















OWNERS



Registrar
District Sub-Registrar
24 Pura

23 AUG 2018

SPECIMEN FORM FOR TEN FINGER PRINTS













Signature of the Executants/Presentants	LEFT HAND				
	Little	Ring	Middle	Fore	Thumb
 <i>Rajendra M. Gupta</i>					
	RIGHT HAND				
	Thumb	Fore	Middle	Ring	Little
					
 <i>Rajendra M. Gupta</i>					
	RIGHT HAND				
	Thumb	Fore	Middle	Ring	Little
					
 <i>Jitendra Kumar Gupta</i>					
	RIGHT HAND				
	Thumb	Fore	Middle	Ring	Little
					
 <i>Rajiv Gupta</i>					
	RIGHT HAND				
	Thumb	Fore	Middle	Ring	Little
					



Registrar URS 70
District Sub-Registration
24 Pgs. (1st Batch)

23 AUG 2018

SPECIMEN FORM FOR TEN FINGER PRINTS

Signature of the Executants/Presentants	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
	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




Registrar (MS 7(2))
District Sub-Registrar II
24 Pgs (ii) Barasat

23 AUG 2018

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

GRN: 19-201819-027774571-1 Payment Mode Online Payment
GRN Date: 22/08/2018 19:00:34 Bank: HDFC Bank
BRN: 590694510 BRN Date: 22/08/2018 19:01:14

DEPOSITOR'S DETAILS

Id No. : 15020001297404/4/2018
(Query No./Query Year)

Name : MAHAMANI PROPERTIES PVT LTD
Contact No. : Mobile No.: +91 9331018605
E-mail : gmg.rprasad@gmail.com
Address : BA17SECTOR1SALT LAKEKOLKATA 700064
Applicant Name : Mr SANJEEB GUPTA
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 4

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount(₹)
1	15020001297404/4/2018	Property Registration- Stamp duty	0030-02-103-003-02	74921
2	15020001297404/4/2018	Property Registration- Registration Fees	0030-03-104-001-18	2025

In Words : Rupees Seventy Six Thousand Nine Hundred Forty Six only
Total 76946



स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
AADHR9655R



नाम /NAME

RAJENDRA KUMAR GUPTA

निगमन/जन्म की तिथि /DATE OF INCORPORATION/REGISTRATION

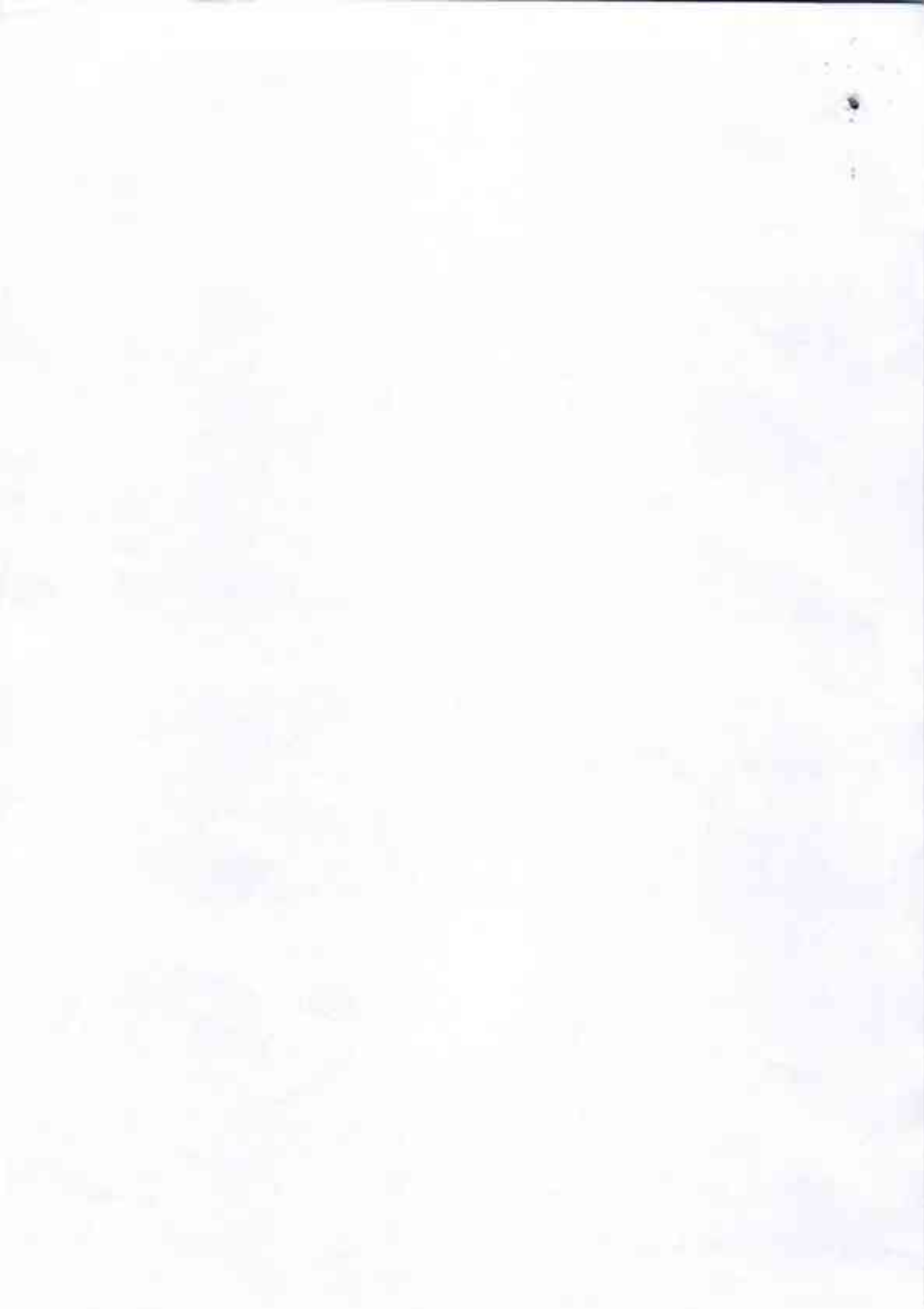
ANCESTRAL

[Signature]


आ.स. वि.सं. १५००

COMMISSIONER OF INCOME TAX W.B. III

Rajendra K. Gupta



PERMANENT ACCOUNT NUMBER
AGFPG3332A



NAME
RAJENDRA KUMAR GUPTA

FATHER'S NAME
BISHAMBAR DAYAL GUPTA

DATE OF BIRTH
26-03-1955

Stalin

PRINTED SIGNATURE
Rajendra Kumar Gupta

OFFICE ADDRESS (any one), etc.
COMMISSIONER OF INCOME TAX, C-1, KOLKATA

Rajendra K. Gupta



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

JITENDRA KUMAR GUPTA
BISWAMBHAR DAYAL GUPTA
25/01/1962
Permanent Account Number
ADVPG4207D



Handwritten Signature
Signature

Jitendra Kumar Gupta



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

RAJIV GUPTA

BISWAMBHAR DAYAL GUPTA

02/01/1970

Permanent Account Number

AEHPG7584P

Rajiv Gupta
Signature



Rajiv Gupta




बिहार निर्वाचन आयोग
बिहार १३
ELECTION COMMISSION OF INDIA
IDENTITY CARD

DWK3057529



निर्वाचक का नाम : राजेंद्र गुप्त
Elector's Name : Rajendra Gupta

पिता का नाम : सुधीर गुप्त
Father's Name : S D Gupta

लिंग / लिंग : पुरुष / M
जन्म तिथि / तिथि : 28/03/1958
Date of Birth

Rajendra M. Gupta

DWK2067528

Date:

25/07/2018

Address:

50 HETHAM ROAD, WARD NO 76,
GHOWANIPUR KOLKATA 700028



Date: 25/07/2018

25/07/2018

25/07/2018

Executive Signature of the Electoral
Registration Officer for

NE Chittagong Constituency

Signature of the Electoral Registration Officer for
NE Chittagong Constituency
Date: 25/07/2018



Jitendra Kumar Gupta

DWK2057457

Name:
SHYAM SUNIL KUMAR RAJ, writing member
788028

Address:
80 HETSHAM ROAD, WARD NO 75,
GHOSHAPUR, BOLNISI TA 788028



Sex: MALE
Nationality: Indian
Religion: Hindu

**Facsimile Signature of the Electoral
Registration Officer for
149-Chowringhee Constituency**

Notes:
1. This card is valid only for the purpose of registration.
2. It is not valid for any other purpose.
3. In case of change of address, the card holder
should inform the Electoral Registration Officer
at the changed address and to obtain the card
with same number.



Rajni Gupta

XYRINOSOTPE

Name
M. S. VENKATARAMAN, M.A., M.B.A.
700020

Address
80, HETTERVAH ROAD, VANDARAO, CH.
KOLKATA, 700048



Date 10/10/80

**FOR THE DIRECTOR GENERAL OF
INDUSTRIAL PROMOTION
AND INVESTMENT**
FACILITY DIVISION OF THE FINANCIAL
REGULATION OFFICE IN
TECHNOLOGICAL CORPORAION

DECLARATION OF THE SIGNER
I hereby declare that the above information is true and correct to the best of my knowledge and belief and I am not aware of any fraud or illegality connected with the same.



भारत सरकार
GOVERNMENT OF INDIA



जितेंद्र कुमार गुप्ता
Jitendra Kumar Gupta
संयोजक/DOB: 25/01/1962
पुरुष / MALE



6754 4040 4963

MEERA AADHAAR, MERI PEHCHAN



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ठिकाना:
बि.एस. बिसुवन्थर दयाल रोड, 5/3,
दोसरे कोठे, एन.एस. रोड,
कोलकाता,
पश्चिम बंगाल - 700020

Address

S/O: Bishwanthar Dayal
Gupta, 5D, Heysham Road,
LR Sarani, Kolkata,
West Bengal - 700020



1800 300 1807

1800 300 1807

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P.O. Box No. 1847,
Bangalore-560 001

Jitendra Kumar Gupta





भारत सरकार
GOVERNMENT OF INDIA



राजीव गुप्ता
Rajiv Gupta
जन्म तिथि/DOB: 02/01/1970
पुंलिंग / MALE



9669 3726 7455

MEERA AADHAAR, MERI PEHCHAN

Rajiv Gupta



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:
555, हेयशम रोड, एल.आर. सरानी,
कोलकाता,
पश्चिम बंगाल - 700020

Address
SD, HEYSHAM ROAD,
L.R. Sarani, Kolkata,
West Bengal - 700020



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1800 300 1947

helpline@uidai.gov.in www.uidai.gov.in

P.O. Box No. 1947
Bangalore-560 301





भारत सरकार
GOVERNMENT OF INDIA



राजेंद्र कुमार गुप्ता
RAJENDRA KUMAR GUPTA
जन्मदिनांक/DOB: 26/03/1955
पुंलिंग / MALE



9316 8446 0264

MEERA AADHAAR, MERI PEHCHAN

Rajendra K. Gupta



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:
5 डी, हेयशम रोड, एन.ए.ए. सारणी,
कोलकाता,
पश्चिम बंगाल - 700020

Address

5 D, HEYSHAM ROAD,
L.R.Sarani, Kolkata,
West Bengal - 700020

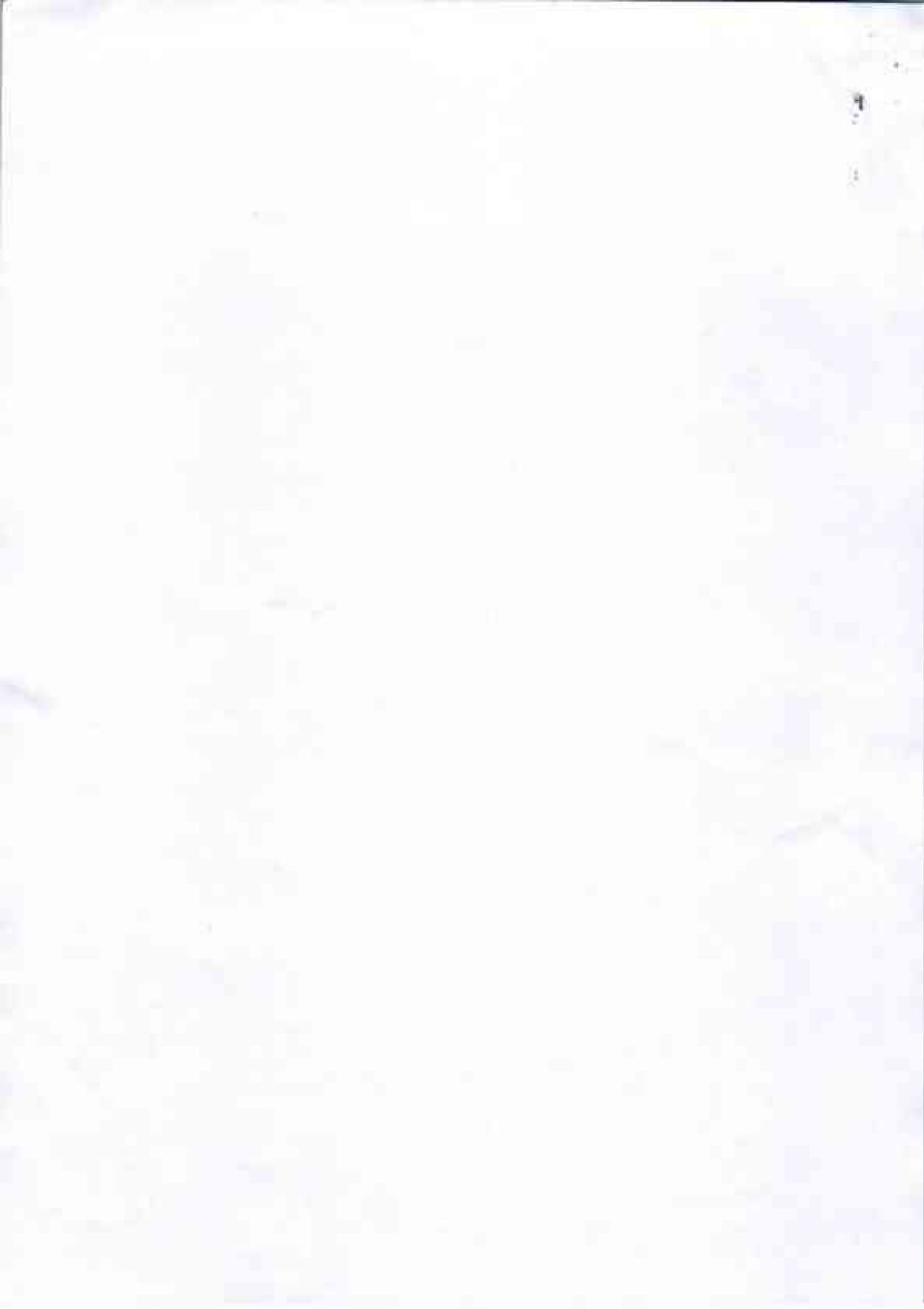


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Bangalore-560 001



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AAICM4413A



PN / Name
MAHAMANI PROPERTIES PRIVATE
LIMITED

निर्दशन / मूळ की तारीख
Date of Incorporation / Formation
14/02/2013

90000019

Sayed Ansh







ELECTION COMMISSION OF INDIA

उत्तर प्रदेश निर्वाचन आयोग

IDENTITY CARD

पसंदिग्ध कार्ड

WS / 20 / 139 / 653463



Elector's Name

निर्वाचक का नाम

Gupta Sanjiv

गुप्ता संजीव

Father/Mother/

Husband's Name

पिता/माता/पति का नाम

Gopalprasad

गोपालप्रसाद

Sex

लिंग

M

♂

Age as on 1.1.1960

1.1.1960 का उम्र

25

२५

Sanjiv Gupta

Address

9 SaltLake Block AB Bidhannagar,
North 24 Parganas

पता

९ सोल्टलाक ब्लॉक एबी बिदहानगर,
उत्तर २४ पारगना

S. S. Das

Facsimile Signature
Electoral Registration Officer
संकेतिक हस्ताक्षर

For 138-BELGACHIA EAST
Assembly Constituency

138-बेलगछिया पूर्व
संसदीय क्षेत्र

Place Calcutta

थाना कोलकाता

Date 18.07.88

दिनांक १८.०७.८८





ভারত সরকার

Unique Identification Authority of India
Government of India

এলিএনমেন্ট নম্বর/Enrolment No.: 0000/00415/69185

To

সঞ্জীব গুপ্ত
Sanjeeb Gupta
S/O: Gopal Prasad Gupta
A B-9
SECTOR 1
SALT LAKE
Bidhannagar(M)
North 24 Parganas Bidhannagar CC Block
West Bengal - 700064
9331018605

Download Date: 18/07/2017

Generation Date: 18/07/2017



আপনার আধার সংখ্যা / Your Aadhaar No. :

5353 7491 8356

আমার আধার, আমার পরিচয়



ভারত সরকার
Government of India

সঞ্জীব গুপ্ত

Sanjeeb Gupta
জন্ম তারিখ/DOB: 08/01/1972
পুল / MALE



5353 7491 8356

আমার আধার, আমার পরিচয়



ভারতীয় পরিচয় পরিষদ
Unique Identification Authority of India

ঠিকানা:
স/ও: গোপাল প্রসাদ গুপ্ত, এ বি-৯,
সেক্টর ১, সল্ট লেক, বিধাননগর (বেঙ্গ),
উত্তর ২৪ পরগনা,
পশ্চিম বঙ্গ - ৭০০০৬৪

Address:
S/O: Gopal Prasad Gupta, A B-9,
SECTOR 1, SALT LAKE,
Bidhannagar(M), North 24
Parganas,
West Bengal - 700064

5353 7491 8356



help@uidai.gov.in

www.uidai.gov.in

Sanjeeb Gupta





Government of West Bengal
Directorate of Registration & Stamp Revenue

FORM-1564

Miscellaneous Receipt

Visit Commission Case No / Year	1502000508/2018	Date of Application	23/08/2018
Query No / Year	15020001297404/2018		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Applicant Name of QueryNo	Mr SANJEEB GUPTA		
Stampduty Payable	Rs.75,021/-		
Registration Fees Payable	Rs.2,025/-		
Applicant Name of the Visit Commission	Mr Sudam Halder		
Applicant Address	134 S S Nagar , Kol- 74		
Place of Commission	BA-17 Salt Lake City , Kol- 64 Near PNB		
Expected Date and Time of Commission	23/08/2018 5:00 PM		
Fee Details	J1: 250/-, J2: 500/-, PTA-J(2): 0/-, Total Fees Paid: 750/-		
Remarks			

Sanjeeb Gupta





Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - II NORTH 24-PARGANAS, District Name :North 24-Parganas
Signature / LTI Sheet of Query No/Year 15020001297404/2018



I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr RAJENDRA KUMAR GUPTA 5D, He-Shan Road, P.O:- Elgin Road, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020	Representative of Land Lord [DAYAL INDUSTRIES]			<i>Rajendra m Gupta</i> 23/8/18
2	Mr JITENDRA KUMAR GUPTA 5D, He-Shan Road, P.O:- Elgin Road, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020	Representative of Land Lord [DAYAL INDUSTRIES]			<i>Jitendra m. Gupta</i> 23.08.18
3	Mr RAJIV GUPTA 5D, He-Shan Road, P.O:- Elgin Road, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020	Representative of Land Lord [DAYAL INDUSTRIES]			<i>Rajiv Gupta</i> 23/8/18





I. Signature of the Person(s) admitting the Execution at Private Residence.

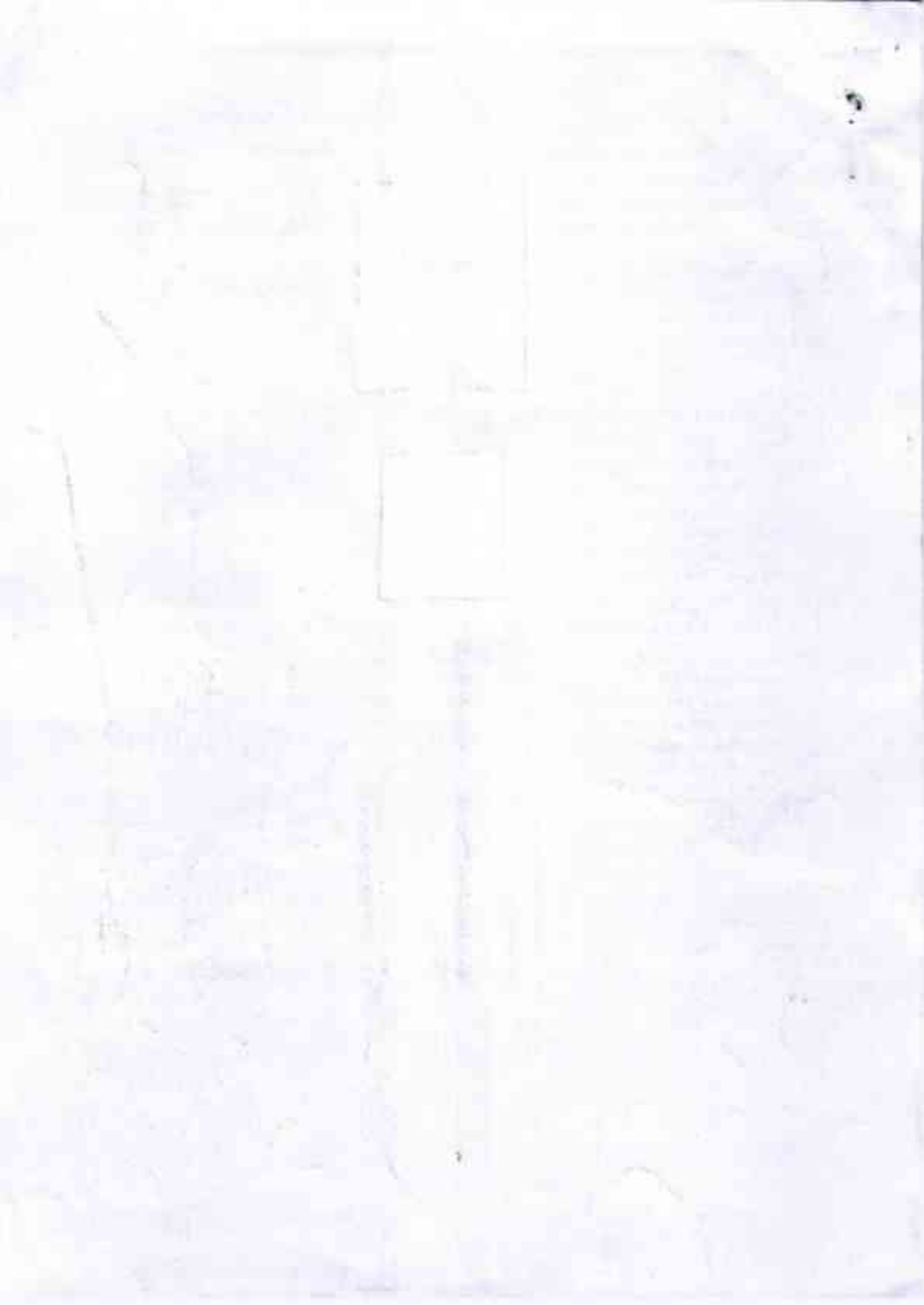
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Shri SANJEEB GUPTA AB-9, Sector-1, Salt Lake City, P.O.- Bidhannagar, P.S.- North Bidhannagar, District:- North 24-Parganas, West Bengal, India, PIN - 700064	Represent ative of Developer [MAHAMA NI PROPER TIES PRIVATE LIMITED]			 23/8/18
5	Mr RAJENDRA KUMAR GUPTA 5D, He-Shan Road, P.O.- Elgin Road, P.S.- Bhawanipore, District-South 24- Parganas, West Bengal, India, PIN - 700020	Represent ative of Land Lord [DAYAL INDUSTRI ES]			 23/8/18
Sl No.	Name and Address of identifier	Identifier of		Signature with date	
1	Shri Sudam Halder Son of Late Sarbeswar Halder 134, S. S. NAGAR, P.O.- Motijheel, P.S.- Dum Dum, District-North 24- Parganas, West Bengal, India, PIN - 700074	Mr RAJENDRA KUMAR GUPTA, Mr JITENDRA KUMAR GUPTA, Mr RAJIV GUPTA, Shri SANJEEB GUPTA		 28/08/18	

(Utpal Kumar Basu)

DISTRICT SUB-
REGISTRAR

OFFICE OF THE D.S.R. -
II NORTH 24-PARGANAS
North 24-Parganas, West
Bengal





स्थायी लेखा संख्या

PERMANENT ACCOUNT NUMBER

AACFD3141P

नाम / NAME

DAYAL

INDUSTRIES

निगमन/बनने की तिथि DATE OF INCORPORATION/FORMATION

12-05-1994



K. K. Das

अधुन अधुन, प. नं. - XI

COMMISSIONER OF INCOME-TAX, W.B. - XI



Major Information of the Deed

Deed No :	I-1502-02995/2018	Date of Registration	24/08/2018
Query No / Year	1502-0001297404/2018	Office where deed is registered	
Query Date	12/08/2018 7:26:35 PM	D.S.R. - II NORTH 24-PARGANAS, District: North 24-Parganas	
Applicant Name, Address & Other Details	SANJEEB GUPTA AB-9, Sector-1, Salt Lake City, Thana : North Bidhannagar, District : North 24-Parganas, WEST BENGAL, PIN - 700064, Mobile No. : 9331018605, Status : Buyer/Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 3,90,87,954/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 2,025/- (Article:E, E, B, M(b))		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip. (Urban area)		

Land Details :

District: North 24-Parganas, P.S.- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Ramesh Mitra Road (Gopalpur), Mouza: Gopalpur, Ward No: 4, Holding No:4/341

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2152	LR-5227	Bastu	Bagan	16 Katha 5 Chatak 16 Sq Ft	1/-	1,95,43,977/-	Width of Approach Road: 20 Ft.,
L2	LR-2153	LR-5227	Bastu	Danga	16 Katha 5 Chatak 16 Sq Ft	1/-	1,95,43,977/-	Width of Approach Road: 20 Ft.,
TOTAL :					53.9046Dec	2 /-	390,87,954 /-	
Grand Total :					53.9046Dec	2 /-	390,87,954 /-	

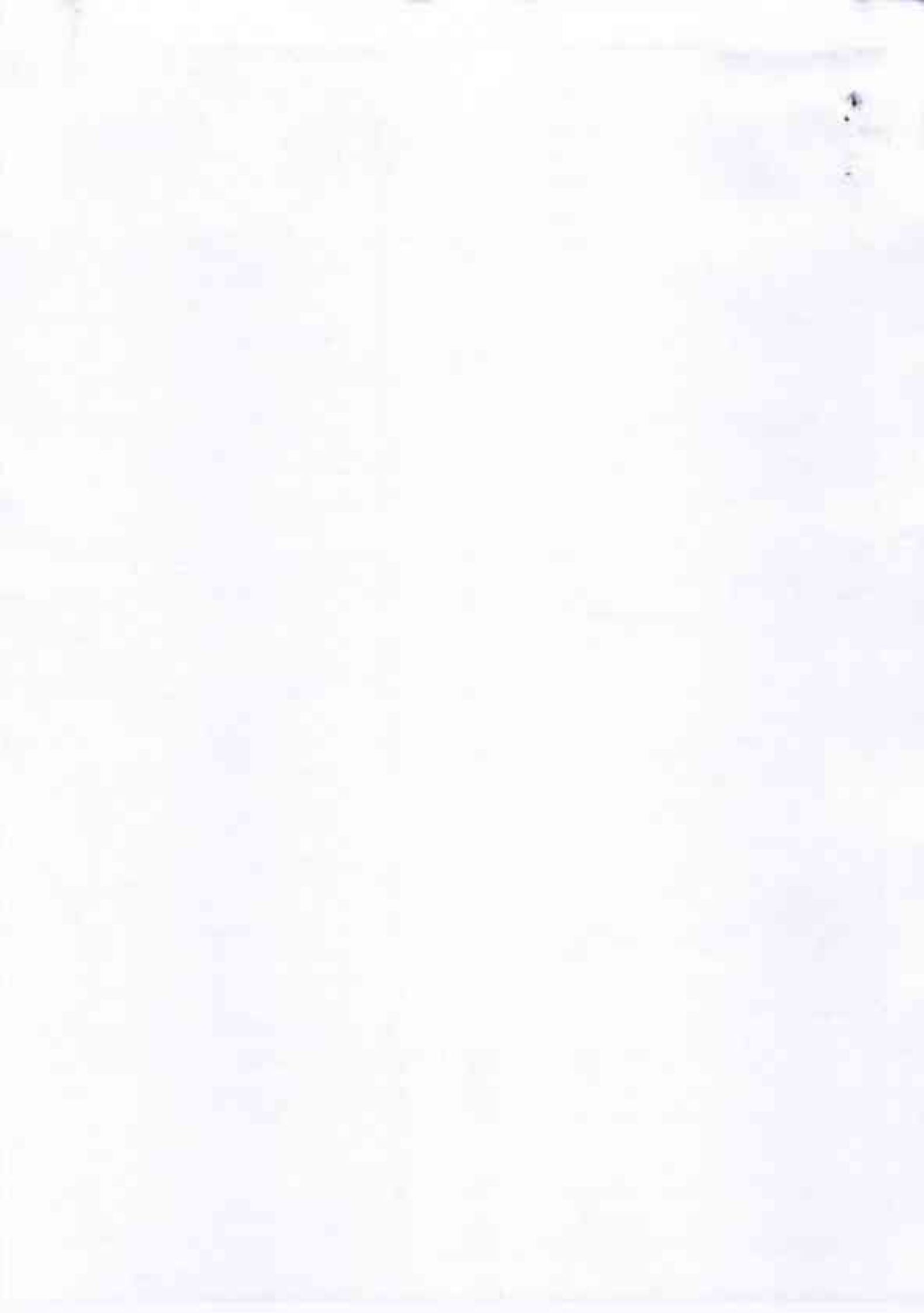
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	DAYAL INDUSTRIES 30, Brabourne Road, P.O - Radhabazar, P.S - Hare Street, District-Kolkata, West Bengal, India, PIN - 700001, PAN No.: AACFD3141P, Status : Organization, Executed by: Representative. Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	MAHAMANI PROPERTIES PRIVATE LIMITED BA-17, Salt Lake City, Sector-1, P.O - Bidhannagar, P.S - North Bidhannagar, District-North 24-Parganas, West Bengal, India, PIN - 700064, PAN No.: AAICM4413A, Status : Organization, Executed by: Representative

Major Information of the Deed :- I-1502-02995/2018-24/08/2018



Representative Details :

S. No.	Name,Address,Photo,Finger print and Signature
1	Mr RAJENDRA KUMAR GUPTA Son of Late Bishwambhar Dayal Gupta 5D, He-Shan Road, P.O:- Elgin Road, P.S:- Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN - 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AADHR9655R Status : Representative, Representative of : DAYAL INDUSTRIES (as partners)
2	Mr JITENDRA KUMAR GUPTA Son of Late Bishwambhar Dayal Gupta 5D, He-Shan Road, P.O:- Elgin Road, P.S:- Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN - 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADVPG4207D Status : Representative, Representative of : DAYAL INDUSTRIES (as partners)
3	Mr RAJIV GUPTA Son of Late Bishwambhar Dayal Gupta 5D, He-Shan Road, P.O:- Elgin Road, P.S:- Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN - 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AEHPG7684P Status : Representative, Representative of : DAYAL INDUSTRIES (as partners)
4	Shri SANJEEB GUPTA (Presentant) Son of Shri Gopal Prasad Gupta AB-9, Sector-1, Salt Lake City, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADUPG1777F Status : Representative, Representative of : MAHAMANI PROPERTIES PRIVATE LIMITED (as director)
5	Mr RAJENDRA KUMAR GUPTA Son of Late Bishwambhar Dayal Gupta 5D, He-Shan Road, P.O:- Elgin Road, P.S:- Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN - 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGFPG3332A Status : Representative, Representative of : DAYAL INDUSTRIES (as partners)

Identifier Details :

Name & address	
Shri Sudam Halder Son of Late Sarbeswar Halder 134, S. S. NAGAR, P.O:- Motijheel, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Identifier Of Mr RAJENDRA KUMAR GUPTA, Mr JITENDRA KUMAR GUPTA, Mr RAJIV GUPTA, Shri SANJEEB GUPTA, Mr RAJENDRA KUMAR GUPTA	

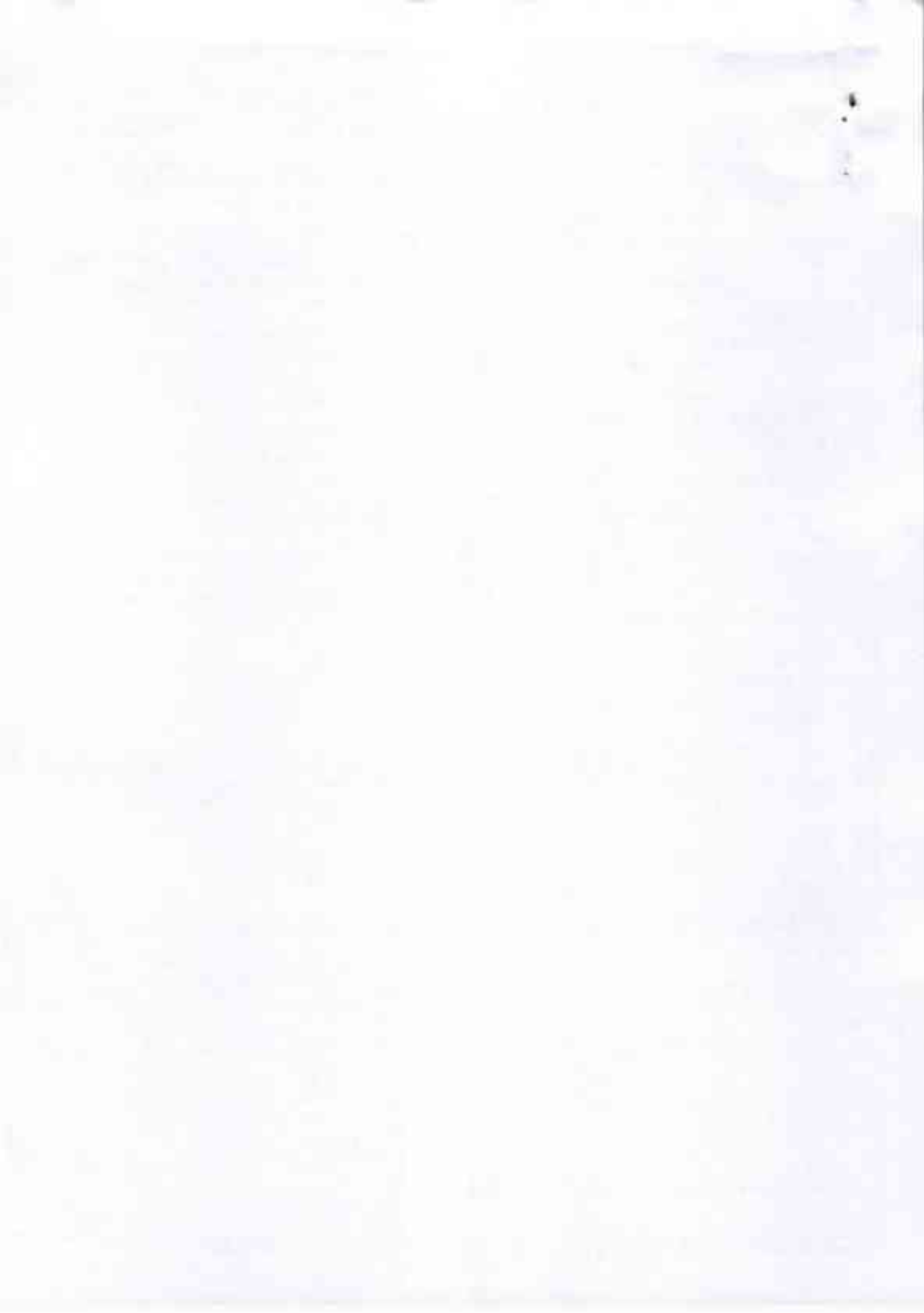
Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	DAYAL INDUSTRIES	MAHAMANI PROPERTIES PRIVATE LIMITED-26.9523 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	DAYAL INDUSTRIES	MAHAMANI PROPERTIES PRIVATE LIMITED-26.9523 Dec

Major Information of the Deed :- I-1502-02995/2018-24/08/2018



Land Details as per Land Record

District: North 24-Parganas, P.S.- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Ramesh Mitra Road (Gopalpur), Mouza: Gopalpur, Ward No: 4, Holding No:4/341

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No.- 2152(Corresponding RS Plot No.- 2152), LR Khatian No.- 5227	Owner:দয়াল ইন্ডাস্ট্রিজ, Address:3,সিনাথপাড়া ট্রাট,কলি 1, Classification:বাগান, Area:0.28000000 Acre,
L2	LR Plot No.- 2153(Corresponding RS Plot No.- 2153), LR Khatian No.- 5227	Owner:দয়াল ইন্ডাস্ট্রিজ, Address:3,সিনাথপাড়া ট্রাট,কলি 1, Classification:ডাল, Area:0.28000000 Acre,

Endorsement For Deed Number : I - 150202995 / 2018

On 21-08-2018

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 3,90,87,954/-

U.K. Basu

Utpal Kumar Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II NORTH 24-
PARGANAS
North 24-Parganas, West Bengal

On 23-08-2018

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

Presented for registration at 17:55 hrs on 23-08-2018, at the Private residence by Shri SANJEEB GUPTA, .

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

Execution is admitted on 23-08-2018 by Mr RAJENDRA KUMAR GUPTA, partners, DAYAL INDUSTRIES (Partnership Firm), 30, Brabourne Road, P.O.- Radhabazar, P.S.- Hare Street, District-Kolkata, West Bengal, India, PIN - 700001

Indetified by Shri Sudam Halder, . . Son of Late Sarbeswar Halder, 134, S. S. NAGAR, P.O: Motijheel, Thana: Dum Dum, . North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by profession Business

Execution is admitted on 23-08-2018 by Mr JITENDRA KUMAR GUPTA, partners, DAYAL INDUSTRIES (Partnership Firm), 30, Brabourne Road, P.O.- Radhabazar, P.S.- Hare Street, District-Kolkata, West Bengal, India, PIN - 700001

Indetified by Shri Sudam Halder, . . Son of Late Sarbeswar Halder, 134, S. S. NAGAR, P.O: Motijheel, Thana: Dum Dum, . North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by profession Business

Execution is admitted on 23-08-2018 by Mr RAJIV GUPTA, partners, DAYAL INDUSTRIES (Partnership Firm), 30, Brabourne Road, P.O.- Radhabazar, P.S.- Hare Street, District-Kolkata, West Bengal, India, PIN - 700001

Indetified by Shri Sudam Halder, . . Son of Late Sarbeswar Halder, 134, S. S. NAGAR, P.O: Motijheel, Thana: Dum Dum, . North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by profession Business

Major Information of the Deed :- I-1502-02995/2018-24/08/2018



Execution is admitted on 23-08-2018 by Shri SANJEEB GUPTA, director, MAHAMANI PROPERTIES PRIVATE LIMITED (Private Limited Company), BA-17, Salt Lake City, Sector-1, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064

Identified by Shri Sudam Halder, . . Son of Late Sarbeswar Halder, 134, S. S. NAGAR, P.O: Motijheel, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by profession Business

Execution is admitted on 23-08-2018 by Mr RAJENDRA KUMAR GUPTA, partners, DAYAL INDUSTRIES (Partnership Firm), 30, Brabourne Road, P.O:- Radhabazar, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001

Identified by Shri Sudam Halder, . . Son of Late Sarbeswar Halder, 134, S. S. NAGAR, P.O: Motijheel, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by profession Business

UK Basu

Utpal Kumar Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II NORTH 24-
PARGANAS
North 24-Parganas, West Bengal

On 24-08-2018

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,025/- (B = Rs 2,000/- ,E = Rs 21/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 2,025/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 22/08/2018 7:01PM with Govt. Ref. No: 192018190277745711 on 22-08-2018, Amount Rs: 2,025/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 590694510 on 22-08-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,921/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 74,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 3571, Amount: Rs.100/-, Date of Purchase: 22/05/2018, Vendor name: Mita Dutta

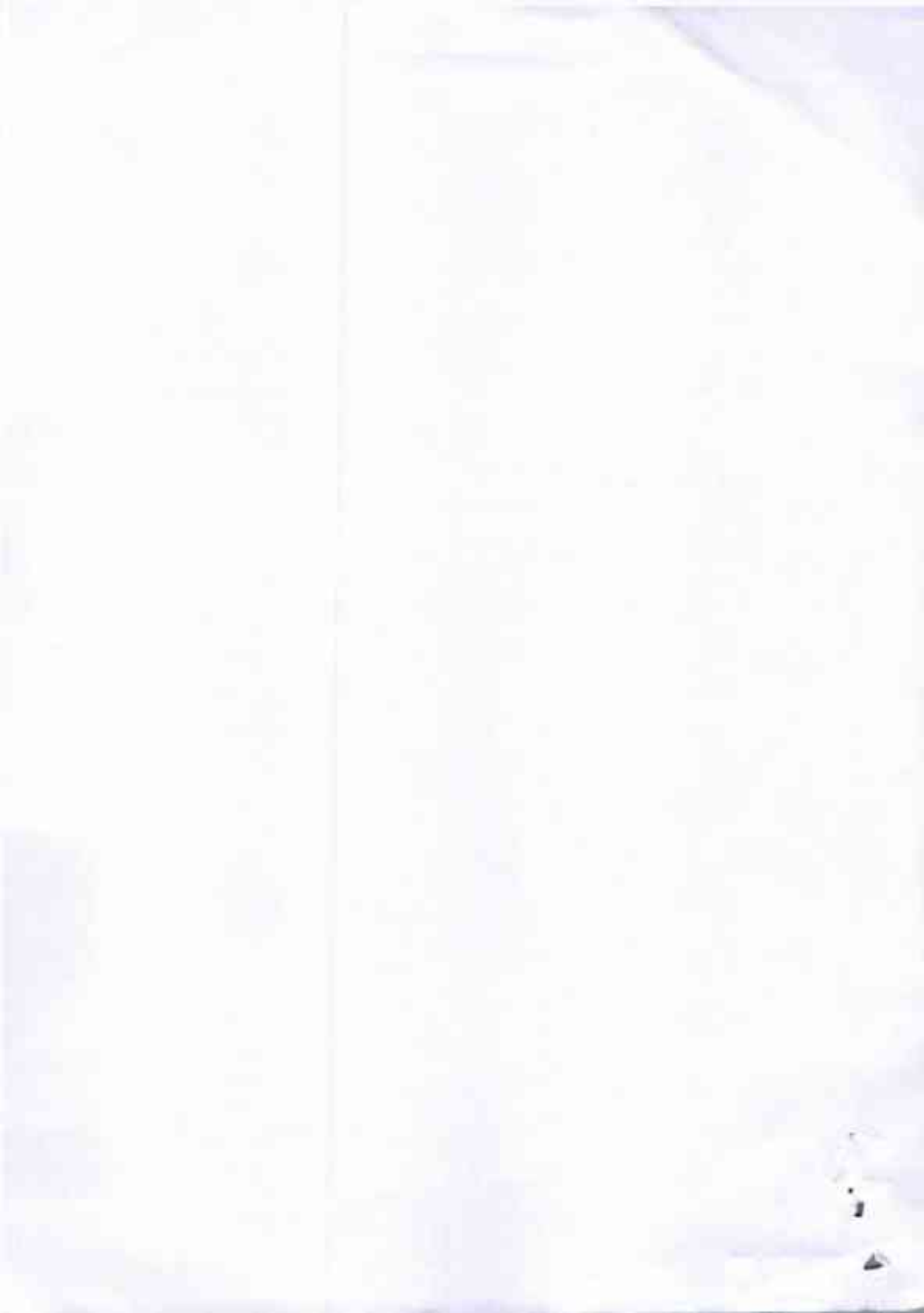
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 22/08/2018 7:01PM with Govt. Ref. No: 192018190277745711 on 22-08-2018, Amount Rs: 74,921/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 590694510 on 22-08-2018, Head of Account 0030-02-103-003-02

UK Basu

Utpal Kumar Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II NORTH 24-
PARGANAS
North 24-Parganas, West Bengal

Major Information of the Deed :- I-1502-02995/2018-24/08/2018





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1502-2018, Page from 87028 to 87082

being No 150202995 for the year 2018.



UK Basu

Digitally signed by UTPAL KUMAR
BASU

Date: 2018.08.24 16:34:22 +05:30

Reason: Digital Signing of Deed.

(Utpal Kumar Basu) 24-08-2018 16:34:12
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II NORTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)