



अन्तिमपत्र परिचय पत्र WEST BENGAL

78AA 441274

9933



G (a)	128.00
G (b)	15.00
Xerox	0
Plan	0
Total	143.00

COST OF FEES

NAME	2.00
Fee	2.00
Stamp	128.00
Plan	15.00
Xerox	0
Stamp	10.00
Stamp	10.00
CFS	0
Total	167.00

Record Keeper, Alipore
South 24 Parganas
215719

A. D. S. R. Records, Alipore
South 24 Parganas

District Sub-Registrar-I
Alipore, South 24 Parganas

Prizee
22.5.19

10/166/2013

I-345/13



14.8 प्रहियवज्ज पश्चिम बंगाल WEST BENGAL
 12.20

A 929188

Certified that the document is admitted to registration. The serially identified and the endorsement dates attached with this document are the best of the document.

[Signature]

14 AUG 2013

MEMORANDUM OF DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT made on this 14th day of August 2013 **BETWEEN** (1) **SRI MOHAN LAL MANNA**, son of Late Sudhir Chandra Manna, by faith-Hindu, by occupation Business, by Nationality-Indian, residing at 19/1, Kendua Main Road, P.S. Patuli, Kolkata-700084 and (2) **SRI ANIL KUMAR MANNA**, son of Late Gourhari Manna, by faith - Hindu.



05 JUL 2013

DI. NO. 27868 DATE.....

Sri Mohan Lal Mann & ANR

NAME.....

17/1 Kendra Main Road.

REL.....

AMT.....

5000/(Five Thousand only) Kot 84

MOUSUM GHOSH
LICENSED
NOTARY PUBLIC



District Sub-Registrar-I
Allipore, South 24 Parganas

14 AUG 2013

Identified by
Rajas Barua,
Advocate,
High Court, Calcutta.



by occupation-Business, by Nationality-Indian, residing at 19/3, Keshava Main Road, P.S. Patuli, Kolkata-700044, hereinafter referred to as the "OWNERS" (which term or expression shall unless excluded by or repugnant to subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives, nominees) of the **ONE PART**

A N D

M/S. TIRUPATI ENTERPRISE, a proprietorship firm having its office at 22B, Baishnabghata Bye Lane, Police Station-Patuli, Kolkata-700047, represented by its sole proprietor **SRI SHAMBHU SARAN SINGH**, son of Late Ganayan Singh, by both-Hands, by occupation -Business, by Nationality-Indian, residing at 22B, Baishnabghata Bye Lane, Police Station-Patuli, Kolkata-700047, hereinafter referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to subject or context be deemed to mean and include its heirs, executors, administrators, legal representatives, nominees and/or assigns) of the **OTHER PART**

WHEREAS Shri Sudhir Chandra Manna, Shri Sudhamoy Manna and Shri Adhir Chandra Manna jointly inherited some landed property from their father Khetra Nath Manna (since deceased) in respect of **ALL THOSE** the piece or parcel of Rayati Sitthiben Satta Bishustha land measuring about 80 (eighty) decimals lying and situated at Mouza Baishnabghata, Pargana Khaspur, J.L. No. 28, Touzi No. 151, 56 and under Khatian No. 277 out of 80 Decimals of land, 18 decimals of land in Dag No. 668, 50 decimals of land in Dag No.673 and 12 Decimals of land in Dag No.672 respectively Police Station Sadar Tollygunge, District 24-Parganas.

AND WHEREAS due to urgent need of money the said Shri Sudhir Chandra Manna, Shri Sudhamoy Manna and Shri Adhir Chandra Manna jointly sold the part of the land measuring about .18 decimal more or less lying and situated at Mouza -Baishnabghata, J.L. No. 28, Touzi No. 151, 56 under Khatian No. 277 Dag No. 668, Police Station Sadar Tollygunge, District 24-Parganas.

AND WHEREAS thereafter the said Shri Sudhir Chandra Manna, Shri Sudhamoy Manna and Shri Adhir Chandra Manna was undivided joint Owners in respect of **ALL THOSE** the piece or parcel of Rayati Sitthiben Satta Bishustha land measuring about .62 (sixty two) Decimals more or less lying and situated at Mouza Baishnabghata, Pargana Khaspur, J.L. No. 28, Touzi No. 151, 56 under Khatian No. 277, out of .62 Decimals of land, .50 (fifty) Decimals of land in Dag No. 672 and .12 Decimals of land in Dag No. 673, respectively Police Station - Sadar Tollygunge, District 24-Parganas.

AND WHEREAS by a registered Deed of Partition dated 8th day of March, 1966 corresponding to Bengali year 24th day of Falgun, 1377 made between Shri Sudhir Chandra Manna son of Late Khetra Nath Manna residing at Baishnabghata, Police Station Jadavpur, District 24-Parganas, therein referred to as the party of the First Part and Shri Sudhamoy Manna, son of Late Khetra Nath Manna, residing at Baishnabghata, Police Station Jadavpur, District 24-Parganas, therein referred to as the Party of the Second Part and Shri Adhir Chandra Manna, son of Late Khetra Nath Manna, residing at Baishnabghata, Police Station Jadavpur District 24 Parganas, therein referred to as the Party of the Third Part and the parties therein named amicably partitioned their landed property in respect **ALL THAT** the piece or parcel of Rayati Sitthiben Satta Bishustha land measuring about .62 (sixty two) Decimals more or less lying and situated at Mouza-Baishnabghata, Pargana Khaspur, J.L. No. 28, Touzi No. 151,56, under Khatian No. 277 out of .62 decimals of land, 50 (fifty) Decimals of land in Dag No. 672 and 12 Decimals of land in Dag No. 673, Police Station Sadar Tollygunge, District 24-Parganas in equal shares. The said registered Deed of Partition was duly registered at Joint Sub-Registrar, Alipore, District 24-Parganas and recorded in Book No. 3, Volume No. 1, Pages 110 to 114, Being No. 1200 for the year 1966.

AND WHEREAS by virtue of the registered Deed of Partition the said Shri Sudhir Chandra Manna has got **ALL THAT** the piece or parcel of Rayati Sitthiben Satta Bishustha land measuring about 21% Decimals equivalent to 13 (thirteen) Cottahs 1 (one) Chitack be the same a little more or less including land of 6' feet common passage lying and situated at Mouza-Baishnabghata, Pargana Magura, J.L. No. 28, Touzi No. 151, 56 under Khatian No. 277, out of 13 (thirteen) Cottahs 1 (one) Chitack

of land, 8 (eight) Cottahs 10 (ten) Chittacks of land in Dag No. 672, 3 (three) Cottahs 12 (twelve) Chittacks of land in Dag No. 673 together with land of common passage measuring about 11 (eleven) Chittacks more or less Police Station formerly Sadar Tollygunge at present Police Station Jadavpur, District 24 Parganas, absolutely forever morefully particularly described in the "Ka" Schedule hereunder written and marked with Lot A, A', A'', and A''' respectively and delineated in the Map or Plan annexed therewith as shown in "RED" colour border line.

AND WHEREAS by virtue of the Registered Deed of Partition dated 08.03.1966 the said Shri Sudhamoy Manna has got **ALL THAT** piece or parcel of Rayati Shaittan Satta Bishistha land measuring about 21% Decimals equivalent to 13 (thirteen) Cottahs 1 (one) Chittack be the same a little more or less including land of common passage lying and situated at Mouza Baishnabghata, Pargana Khaspur, J.L. No. 28, Touzi No. 151, 56 under Khatian No. 277, out of land measuring 13 (thirteen) Cottahs 1 (one) Chittack more or less, 8 (eight) Cottahs 14 (fourteen) Chittacks of land in Dag No. 672, 3 (three) Cottahs 8 (eight) Chittacks of land in Dag No. 673 together with land of common passage measuring about 11 (eleven) Chittacks more or less Police Station formerly Sadar Tollygunge at present Police Station Jadavpur, District 24 Parganas, absolutely forever morefully particularly described in the "Kha" Schedule hereunder written and marked with Lot B, B', B'', and B''' respectively and delineated in the Map or Plan annexed therewith as shown in "GREEN" colour border line.

AND WHEREAS by virtue of the Registered Deed of Partition dated 08.03.1966 the said Shri Adhir Chandra Manna also has got **ALL THAT** piece or parcel of Rayati Shaittan Satta Bishistha land measuring about 19 Decimals equivalent to 11 (eleven) Cottahs 8 (eight) Chittacks (including the land of common passage) more or less lying and situated at Mouza Baishnabghata, Pargana Magura, J.L. No. 28, Touzi No. 151, 56 under Khatian No. 277, Dag No. 672, Police Station formerly Sadar Tollygunge at present Police Station Jadavpur, District 24 Parganas, absolutely forever morefully particularly described in the "Gha" Schedule hereunder written and marked with Lot "C" and delineated in the Map or Plan annexed therewith as shown in "YELLOW" colour border line.

AND WHEREAS thereafter the said Shri Sudhir Chandra Manna sole and absolute Owners in respect of **ALL THAT** the piece or parcel of Rayati Shaittan Satta Bishistha land measuring about 21% Decimals equivalent to 13 (thirteen) Cottahs 1 (one) Chittack (including land of common passage) be the same a little more or less lying and situated at Mouza Baishnabghata, Pargana Khaspur, J.L. No. 28, Touzi No. 151, 56 under Khatian No. 277, Dag No. 672 & 673, within the Police Station Jadavpur, District 24 Parganas and the said Shri Sudhir Chandra Manna had erected a tall shed residential house upon the said landed property and enjoying the same without interruption from any corner.

AND WHEREAS by a registered Deed of Gift (in Bengali dated 8th day of March, 1972 corresponding to Bengali year 24th day of Falgun, 1378 made between Shri Sudhir Chandra Manna, son of Late Khetra Nath Manna, residing at Baishnabghata Police Station Jadavpur, District 24 Parganas therein referred to as the Donor and Smt. Kamala Manna, daughter of Shri Sudhir Chandra Manna, wife of Shri Gourhari Manna, residing at Baishnabghata, Police Station Jadavpur, District 24 Parganas therein referred to as the Donee and as such due to natural love and affection the said Donor therein named granted, conveyed and transferred by way of absolute gift to his daughter Smt. Kamala Manna the Donee therein in respect of **ALL THAT** the piece or parcel of Rayati Shaittan Satta Bishistha land measuring about 1 (one) Cottah 10 (ten) Chittacks be the same a little more or less together with right to use and enjoyment of common passage with all appurtenant rights and liberties whatsoever lying and situated at Mouza Baishnabghata, Pargana Khaspur, J.L. No. 28, Touzi No. 151, 56 under Khatian No. 277, Dag No. 672, Police Station formerly Sadar Tollygunge at present Police Station Jadavpur, District 24 Parganas, absolutely forever and the said Smt. Kamala Manna the Donee therein accepted the gifted property from her father Shri Sudhir Chandra Manna the Donor therein with full satisfaction. The said registered Deed of Gift (in Bengali) dated 8th day of March, 1972 was duly registered at Joint Sub-Registrar Alipore, District 24 Parganas and recorded in Book No. 1 Volume No. 22, Pages 236 to 238, Being No. 1005, for the year 1972.

AND WHEREAS by virtue of the said registered Deed of Gift (in Bengali) dated 8th day of March, 1972 the said Smt. Kamala Mantra was sole and absolute Owners in respect of **ALL THAT** the piece or parcel of Rayati Sthitibar Satta Bishtha land measuring about 1 (one) Cottah 10 (ten) Chittacks be the same a little more or less together with right use the common passage with all easement right and liberties whatsoever lying and situated at Mouza Bishnabghata, Pargana -Khaspur, J.L. No. 28, Touzi No. 151, 56, under Khatian No. 277, Dag No. 673, Police Station Jadavpur, District 24-Parganas (South) and the said Smt. Kamala Mantra erected a tile shed residential house upon the said land and mutated her name in the Kolkata Municipal Corporation Assessment Registered as a Owners thereof and the said property being known and number as Kolkata Municipal Corporation Premises No. 251, Kendua Main Road, Ward No. 110, Kolkata-700084 and enjoying the said property without any interruption from any corner;

AND WHEREAS thereafter the said Shri Sudhir Chandra Mantra was seized possessed and otherwise well and sufficiently entitled to **ALL THAT** the residue piece or parcel of Rayati Sthitibar Satta Bishtha land measuring about 11 (eleven) Cottahs 7 (seven) Chittacks including the land of common passage be the same a little more or less together with tile shed residential house standing thereon along with all easement right liberties whatsoever lying and situated at Mouza Bishnabghata, Pargana Khaspur, J.L. no. 28, Touzi No. 151 & 56, under Khatian No. 277, Dag No. 672 & 673, respectively, Police Station Jadavpur, Kolkata-700084 and enjoying the said property without any interruption from any corner;

AND WHEREAS thereafter that the portion of aforesaid land measuring about 6 (six) Cottahs 2 (two) Chittacks which is lying and situated at Mouza Bishnabghata, Pargana Khaspur, Touzi No. 151, 56, under Khatian No. 277, Dag No. 672, Police Station Jadavpur, Kolkata-700084, has been recorded in the Kolkata Municipal Corporation and being known and number as Kolkata Municipal Corporation Premises No. 119, Garia Park, Ward No. 110, Kolkata-700084, being Assessee No. 31-110-06-119-5 and the land measuring about 5 (five) Cottahs 5 (five) Chittacks lying and situated at Mouza Bishnabghata, Pargana Khaspur, J.L. No. 28, Touzi No. 151, 56, under Khatian No. 277, Dag No. 672 & 673, Police Station Jadavpur, Kolkata-700084, has been recorded in the Kolkata Municipal Corporation being known and numbered as Kolkata Municipal Corporation Premises No. 248, Kendua Main Road, Ward No. 110, Kolkata -700084, being Assessee No. 31-110-08-0249-5 respectively.

AND WHEREAS thereafter the said Shri Sudhir Chandra Mantra died intestate on 27.01.1975 and surviving leaving behind his wife Smt. Sarojini Mantra only son Shri Mohan Lal Mantra and only married daughter, Smt. Kamala Mantra as his only heirs and/or successors;

AND WHEREAS after demise of Sudhir Chandra Mantra his legal heirs namely Smt. Sarojini Mantra, Shri Mohan Lal Mantra and Smt. Kamala Mantra inherited the aforementioned landed property in equal share in accordance with the Hindu Succession Act, 1956 and each one of them got the undivided 1/3rd share of land and building which was left behind by the said deceased Sudhir Chandra Mantra and they enjoying the said property without interruption from any corner;

AND WHEREAS by a registered Deed of Gift (in Bengali) dated 31.11.2003 made between Smt. Sarojini Mantra, wife of Late Sudhir Chandra Mantra, residing at 19/1, Kendua Main Road, Police Station Jadavpur, Kolkata -700084, District 24-Parganas (South), therein referred to as the Donor and Shri Mohan Lal Mantra son of Late Sudhir Chandra Mantra, residing at 19/1, Kendua Main Road, Police Station Jadavpur, Kolkata-700084, District 24-Parganas (South), therein referred to as the Donee and as such due to natural love and affection the said Donor therein named granted, conveyed and transferred her landed property which is inherited from her husband Late Sudhir Chandra Mantra by way of absolute gift to her son Shri Mohan Lal Mantra the Donee therein in respect of **ALL THAT** the undivided 1/3rd share of land and building measuring about 3 (three) Cottahs 9 (nine) Chittacks (3 (three) sq. ft. be the same a little more or less together with undivided tile shed residential house measuring about 140 Sq. Ft. along with undivided 1/3rd share of land in common passage with all easement right and liberties whatsoever lying and situated at Mouza - Bishnabghata, Pargana Khaspur, J.L. No. 28, Touzi No. 151, 56, under Khatian No. 277, Dag No. 672 &

673, respectively. Police Station Jadavpur, District 24 Parganas (South), absolutely forever and the said Shri Mohan Lal Manna the Donee therein accepted the gifted property from his mother Smt. Sarojini Manna the Donor therein with full satisfaction. The said registered Deed of Gift (in Bengali) dated 31.11.2003 was duly registered at District Sub-Registrar-1, Alipore, District-South 24 Parganas and recorded in Book No. 1, Volume No. 75, Pages 283 to 297, being No. 61276, for the year 2004.

AND WHEREAS by virtue of inheritance and registered Deed of Gift the said Smt. Mohan Lal Manna sole and absolute Owners of **ALL THAT** the undivided 2/3rd share of land and building of the aforesaid property as mentioned hereinabove written which is left behind by the deceased Sudhir Chandra Manna;

AND WHEREAS thereafter by a registered Deed of Gift (in Bengali) dated 14.12.2013 made between Smt. Kamala Manna daughter of Late Sudhir Chandra Manna & wife of Late Gourhari Manna, residing at 19/3, Kendua Main Road, Police Station - Patuli, Kolkata-700084, therein referred to as the Donor and (1) Shri Anil Kumar Manna, son of Late Gourhari Manna, residing at 19/3, Kendua Main Road, Police Station - Patuli, Kolkata-700084, therein referred to as the Donee and as such due to natural love and affection the said Donor therein named upon the Donee therein named the Donor therein named granted, conveyed and transferred her landed property by way of absolute Gift to her son Shri Anil Kumar Manna the Donee therein in respect of **ALL THAT** the piece or parcel of Rayari Sthalan satta Bishishra land measuring about 1 (one) Cottah 8 (eight) Chittacks more or less out of 1 (one) cottah 10 (ten) chittacks of land more or less together with brick built tiled shed residential house measuring about 400 Sq. Ft. covered area more or less along with all easement right liberties whatsoever lying and situated at Mouza Baishnabghata, Pargana Khaspur, J.L. No. 28, Touza No. 151, 50 under Khatma No. 277, Dag No. 673, Being Kolkata Municipal Corporation Premises No. 251, Kendua Main Road, Ward No. 110, formerly Police Station Jadavpur at present Police Station - Patuli, Kolkata-700084, District 24-Parganas (South) absolutely forever. The said Shri Anil Kumar Manna the Donee therein accepted the gifted property from the Donor Smt. Kamala Manna with full satisfaction. The said Deed of Gift (in Bengali) dated 14th day of August 2013 was duly registered at District Sub-Registrar-1, Alipore 24 Parganas (South), and recorded in Book No. 1, being No. 3412 for the year 2013.

AND WHEREAS thereafter by a registered Deed of Gift (in Bengali) dated 14.12.2013 made between Smt. Kamala Manna daughter of Late Sudhir Chandra Manna & wife of Late Gourhari Manna, residing at 19/3, Kendua Main Road, Police Station - Patuli, Kolkata-700084, therein referred to as the Donor and (1) Shri Mohan Lal Manna, son of Late Sudhir Chandra Manna, residing at 19/3, Kendua Main Road, Police Station - Patuli, Kolkata-700084, therein referred to as the Donee and as such due to natural love and affection the said Donor therein named upon the Donee therein named the Donor therein named granted, conveyed and transferred her landed property by way of absolute Gift to her brother Shri Mohan Lal Manna the Donee therein in respect of **ALL THAT** the piece or parcel of Rayari Sthalan satta Bishishra land measuring about 2 (two) Chittacks more or less out of 1 (one) cottah 10 (ten) chittacks of land more or less together with brick built tiled shed residential house measuring about 50 Sq. Ft. covered area more or less along with all easement right liberties whatsoever lying and situated at Mouza Baishnabghata, Pargana Khaspur, J.L. No. 28, Touza No. 151, 50 under Khatma No. 277, Dag No. 673, Being Kolkata Municipal Corporation Premises No. 251, Kendua Main Road, Ward No. 110, formerly Police Station Jadavpur at present Police Station - Patuli, Kolkata-700084, District 24 Parganas (South) absolutely forever. The said Shri Mohan Lal Manna the Donee therein accepted the gifted property from the Donor Smt. Kamala Manna with full satisfaction. The said Deed of Gift (in Bengali) dated 14th day of August 2013 was duly registered at District Sub-Registrar-1, Alipore 24 Parganas (South), and recorded in Book No. 1, being No. 3412 for the year 2013.

AND WHEREAS by a registered Deed of Gift dated 14.12.2013 made between Smt. Kamala Manna daughter of Late Sudhir Chandra Manna & wife of Late Gourhari Manna, residing at 19/3, Kendua Main Road, Police Station - Patuli, Kolkata-700084 therein referred to as the Donor and Shri Anil Kumar Manna, son of Late Gourhari Manna residing at 19/3, Kendua Main Road, Police Station - Patuli, Kolkata-700084 therein referred to as the Donee and as such due to natural love and affection upon the therein named Donee the Donor therein named granted, conveyed and transferred her

Mohan Lal Manna
Anil Kumar Manna

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Anil Kumar Manna

Mohan Lal Manna
Anil Kumar Manna

undivided 1/3rd share of landed property by way of absolute gift to her son Shri Anil Kumar Maama the Donee therein in respect of **ALL THAT** the Rayati siddhant Satta Bishista undivided 1/3rd share of land measuring about 2 (two) cottahs 0 (zero) Chittaks 30 (thirty) sq. ft. more or less out of 6 (six) cottahs 2 (two) chittaks 0 (zero) Sq. Ft. more or less together with 20 years old one storied tali shed residential building measuring about undivided 300 Sq. Ft. covered area with all easement right, liberties, whatsoever lying and situated at Mouza - Baishnabghata, Pargana Khaspur, J.L. No.28, Touzi No. 151, 56, under Khatian No. 277, Dag No. 672 being Kolkata Municipal Corporation Premises No. 119 Garin Park, Ward No. 110, Police Station - Jadavpur, Kolkata - 700 084, District 24-Parganas (South) absolutely forever. The said Shri Anil Kumar Maama the Donee therein accepted the gifted property from the Donor Smt. Kamala Maama with full satisfaction the said deed of gift dated [14th day of August 2013] was duly registered at District Sub-Registrar-1, Alipore, 24-Parganas (South) and recorded in Book No. 1, Being No. 3413 for the year 2013;

AND WHEREAS by a registered deed of gift (in Bengali) dated 14th day of August, 2013 made between Smt. Kamala Maama daughter of Late Sudhir Chandra Maama & wife of Gourhari Maama, residing at 19/3, Kendua Main Road, Police Station - Patuli, Kolkata - 700 084 therein referred to as the Donor and Shri Anil Kumar Maama, son of Late Gourhari Maama, residing at 19/3, Kendua Main Road, Police Station - Patuli, Kolkata - 700084 therein referred to as the Donee and as such due to love and affection upon the herein named Donee, the Donor therein named granted, conveyed and transferred her undivided 1/3rd share of landed property by way of absolute gift to her son Shri Anil Kumar Maama the Donee therein in respect of **ALL THAT** the Rayati Siddhant Satta Bishista undivided 1/3rd share of land measuring about 1 (one) Cottahs 14 (fourteen) Chittaks 7 (seven) sq. ft. more or less out of 5 (five) cottahs 5 (five) chittaks 0 (zero) Sq. Ft. more or less together with 40 years old one storied tali shed residential house measuring about undivided 200 Sq. Ft. covered area more or less along with all easement rights and liberties whatsoever lying and situated at Mouza - Baishnabghata, Pargana Khaspur, J.L. No. 28, Touzi No. 151, 56, under Khatian No. 277, Dag No. 672 & 673 respectively being Kolkata Municipal Corporation Premises No. 249, Kundia Main Road, Ward No. 110 formerly Police Station - Jadavpur at present Police Station - Patuli, Kolkata - 700084, District 24 Parganas (South) absolutely forever. The said Shri Anil Kumar Maama the Donee therein accepted the gifted property from the Donor Smt. Kamala Maama with full satisfaction and the said Deed of Gift (in Bengali) dated 14th day of August 2013 was duly registered at District Sub-Registrar-1, Alipore, District 24-Parganas (South) and recorded in Book No. 1, Being No. 3414 for the year 2013;

AND WHEREAS in the circumstances herein above written Sri Mohan Lal Maama, son of Late Sudhir Chandra Maama is sole and absolute owner in respect of **ALL THAT** the piece and parcel of undivided land measuring about 7 (seven) cottahs 10 (ten) chittaks 8 (eight) Sq. Ft. be the same little more or less together with residential structure standing thereon lying and situate at Mouza-Baishnabghata, J.L. No.28, Touzi No.151 & 56, under Khatian No.277, Dag No.672 & 673 being Kolkata Municipal Corporation Premises Nos. 251, Kendua Main Road, 249 Kendua Main Road and 119 Garin Park, respectively Ward No.110, Police Station formerly Jadavpur, at present Police Station - Patuli, Kolkata-700084, District-24 Parganas (South) and Sri Anil Kumar Maama, is sole and absolute owner in respect of **ALL THAT** the piece and parcel of undivided land measuring about 5 (five) cottahs 6 (six) chittaks 37 (thirty seven) Sq. Ft. be the same little more or less together with residential structure standing thereon lying and situate at Mouza-Baishnabghata, J.L. No.28, Touzi No.151 & 56, under Khatian No.277, Dag No.672 & 673 being Kolkata Municipal Corporation Premises Nos. 251, Kendua Main Road, 249 Kendua Main Road and 119 Garin Park, respectively Ward No.110, Police Station formerly Jadavpur, at present Police Station - Patuli, Kolkata-700084, District 24 Parganas (South) and they enjoying the said property without any interruption from any corner.

AND WHEREAS now the said 1) Sri Mohan Lal Maama and 2) Sri Anil Kumar Maama, the owners herein is undivided joint owners in respect of **ALL THAT** the piece or parcel of Basti land, measuring about 1 (one) cottah 10 (ten) Chittacks 0 (zero) Sq. Ft. be the same a little more or less together with 30 years old one storied tali shed residential house measuring about 450 Sq. Ft. covered area more or less standing thereon lying and situated at Mouza-Baishnabghata, J.L. No.28, Touzi No.151 & 56, under Khatian

Mohan Lal Maama,
Anil Kumar Maama.

Mohan Lal Maama,
Anil Kumar Maama.



No.277, Dag No.673, being Kolkata Municipal Corporation Premises No.251, Kendua Main Road, Ward No.110, Assessee No. 31-110-08-0251-3, Police Station formerly Jadavpur, at present Police Station - Patuli, Kolkata 700084, District-24 Parganas (South) **A N D ALL THAT** the piece or parcel of Bastu land, measuring about 5 (five) cottahs 5 (five) Chitracks 0 (zero) Sq. Ft. be the same a little more or less together with 40 years old one storied tile shed residential house measuring about 520 Sq. Ft. covered area more or less standing thereon lying and situated at Mouza-Baishnabghata, J.L. No.28, Touzi No.151 & 56, under Khatam No.277, Dag No.672 & 673, being Kolkata Municipal Corporation Premises No.249, Kendua Main Road, Ward No.110, Assessee No. 31-110-08-0249-5, Police Station formerly Jadavpur, at present Police Station - Patuli, Kolkata 700084, District-24 Parganas (South) **A N D ALL THAT** the piece or parcel of Bastu land, measuring about 6 (six) cottahs 2 (two) Chitracks 0 (zero) Sq. Ft. be the same a little more or less together with 20 years old one storied tile shed residential house measuring about 520 Sq. Ft. covered area more or less standing thereon lying and situated at Mouza-Baishnabghata, J.L. No.28, Touzi No.151 & 56, under Khatam No.277, Dag No.672, being Kolkata Municipal Corporation Premises No.119, Garia Park, Ward No.110, Assessee No. 31-110-08-0119-2, Police Station formerly Jadavpur, at present Police Station - Patuli, Kolkata 700084, District-24 Parganas (South) hereinafter collectively referred to as the **"SAID PROPERTY/ PREMISES"** and the property is free from all sorts of encumbrances especially particularly describe in the PART-I, II & III of the **FIRST SCHEDULE** hereunder written,

AND WHEREAS the said 1) Sri Mohan Lal Manna and 2) Sri Anil Kumar Manna the Owners herein desirous of constructing the new multi storied building upon the said property has approach the Developer herein and the Developer has agreed to develop the said landed property on the terms and conditions and for the consideration as stated hereinafter written.

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

ARTICLE - I DEFINITIONS

In this agreement, unless specifically mentioned

- 1.1 **OWNERS** shall mean (1) **SRI MOHAN LAL MANNA**, son of Late Sudhir Chandra Manna, by faith Hindu, by occupation-Business, by Nationality-Indian, residing at 19/1, Kendua Main Road, P.S. Patuli, Kolkata-700084 and (2) **SRI ANIL KUMAR MANNA**, son of Late Gourhari Manna, by faith-Hindu, by occupation-Business, by Nationality-Indian, residing at 19/3, Kendua Main Road, P.S. Patuli, Kolkata-700084.
- 1.2 **DEVELOPER** shall mean the said M/s Tirupati Enterprise, a proprietorship concern having its office at 22B, Baishnabghata Bye Lane, Police Station - Patuli, Kolkata - 700047, represented by its sole proprietor Shri Shambhu Saran Singh, son of Late Ramayen Singh, residing at 22B, Baishnabghata Bye Lane, Police Station - Patuli, Kolkata - 700047.
- 1.3 **SAID PROPERTY** shall mean and include **ALL THAT** the piece or parcel of Bastu land, measuring about 1 (one) cottah 10 (ten) Chitracks 0 (zero) Sq. Ft. be the same a little more or less together with 30 years old one storied tile shed residential house measuring about 450 Sq. Ft. covered area more or less standing thereon lying and situated at Mouza-Baishnabghata, J.L. No.28, Touzi No.151 & 56, under Khatam No.277, Dag No.673, being Kolkata Municipal Corporation Premises No.251, Kendua Main Road, Ward No.110, Assessee No. 31-110-08-0251-3, Police Station formerly Jadavpur, at present Police Station - Patuli, Kolkata 700084, District-24 Parganas (South) and **ALL THAT** the piece or parcel of Bastu land, measuring about 5 (five) cottahs 5 (five) Chitracks 0 (zero) Sq. Ft. be the same a little more or less together with 40 years old one storied tile shed residential house measuring about 520 Sq. Ft. covered area more or less standing thereon lying and situated at Mouza-Baishnabghata, J.L. No.28, Touzi No.151 & 56, under Khatam No.277, Dag No.672 & 673, being Kolkata Municipal Corporation Premises No.249, Kendua Main Road, Ward No.110, Assessee No. 31-110-08-0249-5, Police Station

formerly Jadavpur, at present Police Station - Patuli, Kolkata 700084, District-24 Parganas (South) **A N D ALL THAT** the piece or parcel of Rasti land, measuring about 6 (six) cottahs 2 (two) Chittracks 0 (zero) Sq. Ft. be the same a little more or less together with 20 years old one storied tile shed residential house measuring about 520 Sq. Ft. covered area more or less standing thereon lying and situated at Moiza Hindmatghata, J.L. No.28, Touza No.151 & 56, under Khata No.277, Dag No.672, being Kolkata Municipal Corporation Premises No.119, Garia Park, Ward No.110, Assessee No. J1-110-06-0119-2, Police Station formerly Jadavpur, at present Police Station - Patuli, Kolkata 700084, District-24 Parganas (South) morefully described in the **PART-I, PART-II AND PART III** of the **FIRST SCHEDULE** hereunder written.

- 1.4 **EXISTING STRUCTURE** shall mean and include 3 (three) the shed residential houses standing thereon.
- 1.5 **NEW BUILDING** shall mean the new building or buildings to be constructed on the said property with the maximum floor area (Fatiq avadadi) or permissible under the New Building Rules and Regulations and subsequent Amendments thereto of the Kolkata Municipal Corporation Act, 1989 for the time being prevailing as per the Plan to be sanctioned by the Kolkata Municipal Corporation Building Department.
- 1.6 **UNIT** shall mean the constructed area and/or spaces in the building or buildings intended to be built and/or constructed area capable of being occupied and enjoyed independently at the building or buildings to be constructed at the said premises.
- 1.7 **SUPER BUILT UP AREA** shall mean the total constructed area which will include corridors, staircases, passages, walls, water water tanks, reservoirs, generator room, corridors, Manager/Caretaker's room, together with the width of the walls and such other areas used for accommodating common services to the New Building or Buildings to be constructed at the said property/premises.
- 1.8 **ARCHITECT** shall mean any person or Company whom the Developer may appoint from time to time as the Architect of the New Building or Buildings to be constructed at the said premises.
- 1.9 **THE PLAN** shall mean the plan or plans, elevations, designs, drawings and specifications of the New Building or Buildings as shall be sanctioned by the Kolkata Municipal Corporation including modification, alteration or variation thereon, which may be made from time to time.
- 1.10 **SALEABLE AREA** shall mean the space or spaces in the building or buildings available for independent use and occupation after making due provision for common facilities and the space required therefor.
- 1.11 **OWNER'S ALLOCATION** shall mean and include The Owner No. 1 (S) Mahan Lal Manja will be entitled to get **ALL THAT** the residential flats measuring about 3366 sq. ft. built up area together with car parking space on the ground floor measuring about 1122 sq. ft. more or less (60% choice by the owner and 50% choice by the Developer) including proportionate ratio of stair, lift and other common facilities together with adjustable sum of Rs. 10,00,000/- (Rupees Ten Lakh) only which will be adjusted from the residential flat @Rs. 1,400/- (Rupees One Thousand Four Hundred) only per Sq. Ft. built up area at the time of allotment for allocation between the parties hereto lying and situated at Kolkata Municipal Corporation Premises No. 201, Kendua Main Road, 119, Garia Park and 249, Kendua Main Road, respectively, Ward No. 110, formerly Police Station Jadavpur at present Police Station Patuli, Kolkata 700084, District-24 Parganas (South) morefully particulars described in the Part I of the **SECOND SCHEDULE** hereunder written.



AND

The Owner No. 2 Sri Anil Kumar Manna will be entitled to get **ALL THAT** the residential Flat back side Block total measuring about 2400 (two thousand four hundred) sq. ft. built up area more or less including proportionate ratio of stair and other common facilities (50% Choice by the Owner & 50% choice by the Developer) together with refundable sum of Rs.11,000/- (Rupees Eleven Thousand) only along with all common amenities, facilities, and privileges whatsoever lying and situated at Kolkata Municipal Corporation Premises No. 251, Kendua Main Road, 119, Guria Park, and 249, Kendua Main Road, respectively, Ward No. 11D, formerly Police Station Jadavpur at present Police Station Patuli, Kolkata-700 084, District-24 Parganas (South), morefully particularly described in the **PART-II** of the **SECOND SCHEDULE** hereunder written.

- 1.12 **DEVELOPER'S ALLOCATION** shall mean the remaining all residential flats, car parking space and shop rooms as per sanctioned plan for the new building or buildings to be constructed at the said premises/ property together with undivided undemarcated impartible proportionate share or interest in the vacant land and land underneath the buildings with easements rights and privileges roof and the common facilities which shall absolutely belong to the Developer it being expressly agreed that this will not prevent the Developer from entering into any agreement for sale and transfer in respect of the Developer's Allocation morefully particularly described in the **THIRD SCHEDULE** hereunder written.
- 1.13 **TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for affecting what is understood as a transfer for space in a multi storied building or purchasers thereof although the same may not amount to a transfer in law.
- 1.14 **TRANSFeree** shall mean a person, persons firm, Limited Company, Association of persons to whom any space and/or unit in the building or buildings to be constructed at the said premises has been transferred.
- 1.15 **WORDS** importing singular shall include plural and vice-versa.
- 1.16 **WORDS** importing masculine gender shall include feminine and neuter and genders and vice-versa.

ARTICLE II-COMMENCEMENT

This agreement shall be deemed to have been commenced on and with effect from the date of its execution.

ARTICLE-III-OWNERS RIGHTS & REPRESENTATIONS

- 3.1 The Owners is absolutely seized and possessory of or otherwise well and sufficiently entitled to **ALL THAT** the entirety of the said premises/property morefully and particularly described in the **PART-I, PART-II AND PART-III** of the **FIRST SCHEDULE** hereunder written.
- 3.2 Excepting the Owners no other person or persons has any claim or interest and/or demand over and in respect of the said property and/or any portion thereof.
- 3.3 The Owners is fully competent to enter into this Agreement.
- 3.4 The said premises is free from all encumbrances, charges, liens, hypothecation, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.
- 3.5 There are no Thika Tenants in the said premises.
- 3.6 There is no Temple, Mosque, debottar or burial ground on the said property.

- 3.7 There is no excess vacant land at the said premises within the meaning of the West Bengal Urban Land (Ceiling & Regulations) Act 1976 and subsequent amendments thereto.

ARTICLE -IV- DEVELOPER'S RIGHTS

- 4.1 The Owners hereby grants subject to what has herein been provided an exclusive right to the Developer and to commercially exploit the said premises/property by demolishing the existing structures standing thereon and construct the New Building or Buildings on the said property/premises in accordance with the plan or plans to be sanctioned by the Kolkata Municipal Corporation with or without any modification and/or amendment thereto made or caused to be made by the parties hereto.
- 4.2 All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities, shall be prepared by the Developer at its own cost and shall be signed and submitted by the Developer on behalf of the Owners at Developer's own costs and expenses for sanction after getting the names of the Owners mutated in the records of the Calcutta Municipal Corporation at the cost and expenses of the Owners.
- 4.3 Nothing in these presents shall be construed as a demise or assignment creating any charge or conveyance in Law by the Owners of the said premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof the Developer other than an exclusive Licence to the Developer to commercially exploit the same in terms hereof and to deal with the Developer's Allocation in the building or buildings to be developed at the said premises/properties in the manner hereinbefore and hereinafter stated.

ARTICLE -V-TITLE DEEDS

5. Simultaneously with the delivery of possession of the said premises/property to the Developer, the Owners shall also deliver to the Developer all the Original documents of title in his possession relating to the said premises/property which the Developer shall be entitled to keep until all acts, deeds and things hereunder are done by the Owners and thereafter the Developer shall deliver the same to the Owners subject to covenant for production thereof upon demand by the Developer and/or its nominee or nominees being the Purchasers of the several/constructed spaces forming part of the Developer's Allocation.

ARTICLE -VI-CONSIDERATION

- 6.1 In consideration of the Owners allowing the Developer to commercially exploit the said premises, the Developer shall allocate the Owner's Allocation in the proposed New Building or Buildings to be constructed at the said premises/property morefully particularly described in the Part I & II of the **SECOND SCHEDULE** hereunder written.
- 6.2. i. The Developer herein have already paid sum of Rs.10,00,000/- (Rupees ten lakhs) only to Sri Mohan Lal Manna the owner no.1 herein as adjustable money from his residential portion @ Rs.1400/- per Sq. Ft. built up which will be adjusted at the time of execution of Agreement for Allocation between the parties hereto and
- ii. The Developer herein have already paid sum of Rs.11,000/- (Rupees eleven thousand) only to Sri Anil Kumar Manna the owner no.2 herein as refundable money which will be refunded at the time of execution of Agreement for Allocation between the parties hereto.

ARTICLE -VII-PROCEDURE

- 7.1. The Owners shall grant a Registered Power of Attorney in favour of the Developer and/or a person nominated by the Developer for the purpose of

obtaining necessary permissions and/or sanctions from different authorities in connection with the development of the said Premises/ Property and also for pursuing and following up the matter with the Kolkata Municipal Corporation.

- 7.2 The Owners shall also grant a Registered Power of Attorney in favour of the said person for representing the Owners in all documents for Sale of the Developer's Allocation to the Transferee. It is specifically mentioned that the Owners shall not revoke/cancel the said Registered Power of Attorney under any circumstances.
- 7.3 The Developer obtaining the sanction plan from the Kolkata Municipal Corporation for construction of the New Building or Buildings at the said premises in terms of this Agreement to demolish the existing structures on the said premises.

ARTICLE -VIII-SPACE ALLOCATION

- 8.1 Upon finalisation of the plan for construction of the new building or buildings at the said premises, the Owners shall choose the 50% area to comprise in the Owner's Allocation (50% choice by the Owners & 50% choice by the Developer) as stated hereinabove which shall be as per the Part I & II of the **SECOND SCHEDULE** hereunder written and the balance of the constructed area shall belong to the share of the Developer in consideration of its having constructed the said New Building or Buildings at the said premises/ property at its own costs and expenses. The area forming part of the Owner's Allocation and the Developer's Allocation shall be duly indemnified in the manner herein and shall be duly recorded in an Agreement for Allocation to be executed between the parties hereto within 15 days from the date of sanction the building plan to be sanctioned by the Kolkata Municipal Corporation Building Department in accordance with law.
- 8.2 The Developer shall on completion of the New Building or Buildings put the Owners in undisputed possession of the Owner's Allocation together with all rights in common in the common portions and common facilities.
- 8.3 The Owners shall be entitled to an exclusive right to transfer or otherwise deal with the Owner's Allocation in the new building or buildings at their will.
- 8.4 The Developer shall subject to the provisions herein contained be exclusively entitled to the Developer's Allocation in the new building or buildings with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest whatsoever thereon of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.
- 8.5 Similarly the Owners shall be entitled to transfer or otherwise deal with or dispose of the Owner's Allocation without any interference from the Developer. Subject to the Delivery of the possession of the owners allocation to the owners by the Developer.
- 8.6 The Owners shall execute the Deeds of Conveyance in respect of the proportionate undivided share or interest in the land in favour of the Developer and/or its nominee or nominees in such manner as may be required by the Developer.

ARTICLE -IX-BUILDINGS

- 9.1 The Developer shall at its own costs, construct erect and complete the New Building or Buildings in all respects at the said property/premises in accordance with the plan with good and standard quality materials as may be specified by the Architect from time to time. However, the Developer shall be obliged at its own cost to construct, erect and complete the portion of the Owner's Allocation in the New Building or Buildings at the said premises with the good and standard materials as specified in the **FOURTH SCHEDULE** hereunder written.

- 9.2 The salvage out of the demolition of the existing structures shall belong to the Developer and the Developer shall be entitled to dispose of the same and realize the proceeds thereof in that event owners shall not concern therewith.
- 9.3 Subject as aforesaid the decision of the Developer regarding the quality of the materials and the specification as stated in the **FOURTH SCHEDULE** hereunder shall be final and binding upon the parties hereto.
- 9.4 All costs charges and expenses including Architects fees or any damage loss caused owing to negligence carelessness and/or any other reason during the construction or erection of the new building or buildings at the said Property/Premises shall be discharged by the Developer and the Owners shall bear no responsibility in this context.

ARTICLES X COMMON FACILITIES

- 10.1 The Developer shall pay and bear all Corporation taxes, water taxes in respect of the said premises accruing due as and from the date of handing over vacant possession by the Owners to the Developer till the date of completion of the Owners Allocation as stated herein in the new building or buildings and thereafter the Developer and/or its nominee or transferees shall bear such taxes, fees etc in respect of the Developer Allocation only.
- 10.2 As soon as the new building or buildings is/are completed the Developer shall give notice to the Owners requiring the Owners to take possession of the Owners Allocation in the building or buildings and if there be no dispute regarding the completion of the building in terms of this Agreement and according as per the sanction plan then after 15 (fifteen) days from the date of service of such a notice and at all times thereafter the Owners shall be exclusively responsible for payment of all municipal and property taxes rates duties dues and other public outgoings and impositions whatsoever with effect from the date of delivery of possession of the said Owners allocation payable in respect of the said Owners allocation.
- 10.3 As and from the date of service of notice of possession of the Owners Allocation in the New Building the Owners shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the proportionate service charges in respect of the new building or buildings which will be fixed and/or determined mutually from time to time for the common facilities in the new building or buildings payable in respect of the Owners Allocation the said charges to including the maintenance, operation renovation replacement repair and renewal charges for bill collection and management of the common facilities renovation, replacement, repair and maintenance charges and expenses for the building or buildings and of all common wiring pipes electrical and mechanical equipments switch-gear transformers pumps motors and other electrical and mechanical installations, appliances and equipments staircases corridors, passageways gardens pathways and other common facilities whatsoever as may be mutually agreed upon from time to time morefully particularly described **SIXTH SCHEDULE** hereunder written.
- 10.4 The Owners shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said new building or buildings and salt the Developer's allocations of the said property/ premises for this purpose the Owners keeps the Developer saved harmless and indemnified.
- 10.5 The Developer shall build a new building or buildings together with all rights in common in the common portions and common amenities and facilities which are morefully described in the **FIFTH SCHEDULE** hereunder written. The Developer shall upon completion of the new building or buildings put the Owners in undisputed possession of the Owners Allocation together with all rights in common facilities as stated herein.

ARTICLE - XI COMMON RESTRICTIONS

- 11.1 The Owners 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 Developers Allocation in the new building or buildings intended for the common benefits of all occupants of the new building or buildings which shall include the following.
- 11.2 The Owners shall not use or permit to use the Owners Allocation/Developers Allocation 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 hazard to the other occupants of the new building or buildings.

ARTICLE - XII OBLIGATIONS OF THE OWNERS

- 12.1 The Owners hereby agrees and covenants with the Developer not to cause any interference in the construction of the new building or buildings at the said premises by the Developer but the Owners shall have the right to supervise the construction of the new building or buildings at the said premises either personally or by employing experts at his own costs.
- 12.2 The Owners hereby agrees and covenants with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling and/or disposing of any part of the Developers Allocation in the new building or buildings or at the said premises/property.
- 12.3 In the event any encumbrances are found on the said property/ premises then in such event the Owners shall be liable at his own costs to have the same cleared within one calendar month of receiving notice from the Developer for the same in default the Developer shall be entitled to clear the same on behalf of the Owners and adjust the amount spent therefore by adjusting the same against the area forming part of the Owners Allocation.
- 12.4 The Owners hereby agrees and covenants with the Developer to clear and pay off all municipal rates taxes and other property dues along with interest and penalty thereon if the developer paid such amount either developer shall deduct such amount from the Owner's allocation or the Owners shall refund such amount to the Developer.
- 12.5 The Owners hereby also agrees and covenants with the Developer to surrender or apply for exemption of in case while obtaining an objection certificate from the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 for the purpose of sanction of plans.
- 12.6 The Owners shall cause to be joined such person or persons as vendor as may be required by the Developer in the Agreements and/or sale Deeds that may be executed for sale and transfer of the Developers Allocation in favour of the intending purchasers.
- 12.7 The Owners shall actively render at all times all co-operation and assistance to the Developer in construction and completion of the proposed building or buildings and for effectuation the sale and/or transfer envisaged hereunder.
- 12.8 If any documents is required to be executed by the Owners including the Owners of the Owner's Allocation, all stamp fee and registration charges therefore shall be borne and paid by the Owners.
- 12.9 If the Owners shall receive any advance money from the Developer after execution of these presents Owners shall adjust the said money from the owner's allocation at the time of execution Agreement for Allocation between the parties hereto.

ARTICLE XIII OBLIGATION OF THE DEVELOPER

- 13.1 The Developer hereby agrees and covenants with the Owners to complete the construction and delivery the possession the Owner's allocation to the Owners within 36 (thirty six) months from the date of sanction building plan subject to the delivering the vacant possession of the said premises/ property.
- 13.2 The developer shall arrange the alternative accommodation to the Owners at the cost of the Developer on and from the date of demolition the existing structure till the date of delivery of the Owner's allocation to the Owners.

ARTICLE XIV OWNER'S INDEMNITY

- 14 The Owners hereby undertakes to keep the Developer indemnified against all third party claims and actions against the said Premises/ Property in respect of the Owner's allocation at the Said Property/ Premises.

ARTICLES XV -MISCELLANEOUS

- 15.1 It is understood that from time to time to facilitate the construction of the new building or buildings at the said premises by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein, and the Owners hereby undertakes to co-operate with the Developer and to do all such acts, deeds, matters and things as may be reasonably required to be done in the matter and the Owners shall execute to sign all such additional applications and other documents as the case may be provided that all such acts deeds matters and things do not in any way infringe on the right of the Owners and/or go against the spirit of this Agreement.
- 15.2 It is specifically mentioned that the owners shall agree to amalgamate the adjacent any plot of land in accordance with law for the benefit of project and all the cost of expenses such amalgamation will be borne and met by the Developer.
- 15.3 The Developer shall frame scheme for the management and administration of the Said building or buildings at the Said premises and/or common parts thereof. The Owners and the co-Owners/flat Owners hereby agree to abide by all the Rules and Regulations of such Management/ Association/ Holding organization and hereby give his consent to abide by the same.
- 15.4 As and from the date of completion of the new building or buildings, the Developer and/or its transferees and the Owners and/or his transferees shall each be liable to pay and bear proportionate charges or amount of other taxes payable in respect of their allocations.

ARTICLE XVI -FORCE MAJEURE

- 16.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of the Force Majeure and shall be suspended from the obligation during the duration of the Force Majeure.
- 16.2 Force Majeure shall mean flood earthquake, riot, war, storm, tempest, civil commotion, non availability of building materials and/or any other act or commission beyond the control of the parties hereto.

ARTICLE XVII JURISDICTION

- 17 The High Court at Calcutta and Courts subordinate thereto shall exclusively have jurisdiction to entertain try and determine all actions, suits and proceedings arising out of these presents between the parties hereto

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the said property/premises)
PART-I

ALL THAT the piece or parcel of Bastu land, measuring about 1 (one) contain 10 (ten) Chittacks 0 (zero) Sq. Ft. be the same a little more or less together with 30 years old one storied tile shed residential house measuring about 450 Sq. Ft. covered area more or less standing thereon lying and situated at Mouza-Banshalaghata, J.L. No.28, Touza No.151 & 56, under Khatian No.277, Dag No.673, being Kolkata Municipal Corporation Premises No.251, Kendua Main Road, Ward No.110, Assessee No. 31-110-08-0251-3, Police Station formerly Jadavpur, at present Police Station - Patuli, Kolkata-700084, District-24 Parganas (South) and butted and bounded in the following manner

ON THE SOUTH : By C.S. Dag No.674 (Part)
ON THE NORTH : By C.S. Dag No.673 (Part) and 6' wide common passage.
ON THE EAST : By C.S. Dag No.673 (Part).
ON THE WEST : By C.S. Dag No.673 (Part).

PART-II

ALL THAT the piece or parcel of Bastu land, measuring about 5 (five) contain 5 (five) Chittacks 0 (zero) Sq. Ft. be the same a little more or less together with 40 years old one storied tile shed residential house measuring about 520 Sq. Ft. covered area more or less standing thereon lying and situated at Mouza-Banshalaghata, J.L. No.28, Touza No.151 & 56, under Khatian No.277, Dag No.672 & 673, being Kolkata Municipal Corporation Premises No.249, Kendua Main Road, Ward No.110, Assessee No. 31-110-08-0249-5, Police Station formerly Jadavpur, at present Police Station - Patuli, Kolkata-700084, District-24 Parganas (South) and butted and bounded in the following manner.

ON THE SOUTH : By C.S. Dag No.673 (Part).
ON THE NORTH : By 12' feet wide Kendua Main Road.
ON THE EAST : By C.S. Dag No.672 (Part).
ON THE WEST : By C.S. Dag No.675 (Part).

AND
PART-III

ALL THAT the piece or parcel of Bastu land, measuring about 6 (six) contain 2 (two) Chittacks 0 (zero) Sq. Ft. be the same a little more or less together with 20 years old one storied tile shed residential house measuring about 520 Sq. Ft. covered area more or less standing thereon lying and situated at Mouza-Banshalaghata, J.L. No.28, Touza No.151 & 56, under Khatian No.277, Dag No.672, being Kolkata Municipal Corporation Premises No.119, Garia Park, Ward No.110, Assessee No. 31-110-06-0119-3, Police Station formerly Jadavpur, at present Police Station - Patuli, Kolkata-700084, District-24 Parganas (South) and butted and bounded in the following manner.

ON THE SOUTH : By 12' feet wide common passage.
ON THE NORTH : By C.S. Dag No.672 (Part).
ON THE EAST : By C.S. Dag No.669 (Part).
ON THE WEST : By C.S. Dag No.672 (Part).

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

The Owner, **M/s. Sri Mohan Lal Mantra** will be entitled to get **ALL THAT** the residential flats measuring about 2366 sq. ft. built up area together with car parking space on the ground, measuring about 1122 sq. ft. more or less (40% choice by the owner and 50% choice by the Developer including proportionate ratio of stair, lift and other common facilities together with adjustable sum of Rs.10,00,000/- (Rupees Ten Lakh) only which will be adjusted from the residential flat @ Rs.1,400/- (Rupees One Thousand Four Hundred) only per sq. Ft. built up area at the time of agreement for allocation between the parties hereto lying and situated at Kolkata Municipal Corporation Premises No. 251, Kendua Main Road, 119, Garia Park and 249, Kendua

Main Road, respectively, Ward No. 110, formerly Police Station Jadavpur or present Police Station Patuli, Kolkata-700084, District-24-Parganas (South)

A N D

PART - II

The Owner No. 2 Sri Anil Kumar Majumdar will be entitled to get **ALL THAT** the residential Flat back side Block total measuring about 2400 (two thousand four hundred) sq. ft. built up area more or less including proportionate ratio of stair and other common facilities (50% Choice by the Owner is 50% choice by the Developer) together with refundable sum of Rs.11,000/- (Rupees Eleven Thousand only) along with all common amenities, facilities, and privileges whatsoever lying and situated at Kolkata Municipal Corporation Premises No. 251, Kendua Main Road, 119, Garia Park and 249, Kendua Main Road, respectively, Ward No. 110, formerly Police Station Jadavpur or present Police Station Patuli, Kolkata-700 084, District-24-Parganas (South).

**THE THIRD SCHEDULE ABOVE REFERRED TO
(Description of the Developer's Allocation)**

ALL THAT the remaining residential flats and car parking space and shop room together with undivided un-demarcated unpartitioned proportionate share and/or interest of the vacant land and land underneath the proposed building buildings with all common amenities facilities and privileges alongwith all easement right and liberties whatsoever lying and situated at Kolkata Municipal Corporation, premises no. 251, Kendua Main Road, 119, Garia Park and 249, Kendua Main Road respectively Ward No. 110, formerly Police Station - Jadavpur, at present Police Station Patuli, Kolkata - 700 084, District - 24-Parganas (South).

**THE FOURTH SCHEDULE ABOVE REFERRED TO
ANNEXURE: X
SCHEDULE OF WORK
(SPECIFICATION OF THE CONSTRUCTION)**

Floors	Chowkas marble/Floor Tiles all over of the floor
Doors	Frame of high quality Sal Wood. Main door Gajar & other door flush type (Commercial) with standard lock and necessary accessories in other doors with synthetic enamel paint, PVC door in Toilet.
Kitchen	granite cooking platform fitted with SS steel sink and work stool with mosaic Floor Tiles flooring and white glass tiles with tops 3'6" height on kitchen platform.
Toilet	Glaze tiles upto 3'4" in W.C. and Toilet. Floor tiles flooring in Chowkas marble with white wash basin, shower, water closet and standard fittings with white tiles in toilet and upto 6'6" in.
Electrical	Concealed wiring with copper wires, light, fan and plug points one each in all bed, drawing/dining rooms and one light point in each other room with entrance door bell point one meter with power point (15 Amps) in drawing/dining.
Water	C.I.G.L. Blue PVC pipes with standard fittings in kitchen and toilet, ground water will be supplied by pump and distributed through overhead reservoir.
Windows	Aluminium/wooden window fitted with glass and Grill and necessary accessories, with synthetic enamel painting. Compound wall with gates to be provided.

- Wall** :- All wall surface (inside) will be finished by Plaster of Paris. Cement paint in out surface of wall.
- Roof** :- Roof treatment shall be done.

**THE FIFTH SCHEDULE ABOVE REFERRED TO
(Description of the common Areas and Facilities)**

1. Land on which the building or buildings is located and all easements right and appurtenances belonging to the said land and the building.
2. Staircase on all the floors.
3. Staircase landings on all floors.
4. Common passage save and except the Car Parking space area if any.
5. Water pump, water tank, water pipes and other common plumbing installations.
6. Electrical sub-station, electrical wiring, meter room and fittings.
7. Water and sewage evacuation pipes from the units to drains and sewers common to the building(s).
8. Drainage sewers and pipes from the building to the K.M.C. drainage.
9. Boundary walls and main gates.

**THE SIXTH SCHEDULE ABOVE REFERRED TO
(Description of the Common expenses)**

1. The expenses for maintenance, operating, white washing, painting, repairing, charging or replacing or shifting, redecorating and cleaning, lighting of common bath room, the outer walls of the building or buildings boundary walls staircase, roof foundation wall, main gate landing deep tube well (if install) water and sanitary pipes, gas pipes etc. and all other space and installations for common use.
2. Cost of periodically inspecting, servicing, maintaining the electrical and mechanical equipments and other plants and machinery in the building or buildings.
3. Cost of Salaries, Wages, remuneration of Car-washers/ Darwans, Sweepers, Mails, Mistries, Workmen or experts engaged and hired for the common purposes.
4. Such other or further expenses as are deemed necessary and/or incidental for the maintenance and upkeepment of the building or buildings and general common areas and facilities and/or for any other account whatsoever.



IN WITNESS WHEREOF the **PARTIES** hereto have hereunto set and subscribed their respective hands and seals to these presents on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by withinnamed "**OWNERS**" at Kolkata
in the presence of:

1. *Partick Maun.*
S/o L.T. Gaurhari Maun.
17/3 Kondra Main Road
Kat - 84

1. *Mohan Lal Maun.*
2. *Anil Kumar Maun.*

SIGNATURE OF THE OWNERS

2. *Biswajit Maun.*
19/3, Kondra Main Road,
Kolkata - 84.
S/o - Mohan Lal Maun.

SIGNED, SEALED AND DELIVERED

by withinnamed "**DEVELOPER**" at Kolkata
in the presence of:

1. *Partick Maun.*
S/o L.T. Gaurhari Maun.
17/3 Kondra Main Road
Kat - 84

For TIRUPATI ENTERPRISE

Shambhu Chandra Singh
Proprietor

SIGNATURE OF THE DEVELOPER

2. *Biswajit Maun.*
S/o - Mohan Lal Maun.
19/3, Kondra Main Road,
Kolkata - 84.

Drafted by :

Rajas Bhow,
Advocate
High Court, Calcutta.

RECEIVED withinmentioned adjustable/ refundable sum of Rs.10,11,000/- (Rupees Ten Lakhs Eleven Thousand) only from the withinnamed Developer in respect of these presents of Kolkata Municipal Corporation Premises No. 251, Kendua Main Road, 11th, Garia Park and 249, Kendua Main Road, respectively Ward No. 110, Police Station Jadavpur, Kolkata 700084, District 24 Parganas (South) as per Memo below :

Rs. 10,11,000/-

MEMO OF CONSIDERATION

(A) Developer has already paid adjustable sum of Rs.10,00,000/- (Rupees Ten Lakhs) only to the Mohan Lal Manna the Owner No 1 time to time before execution of these presents.

Rs. 10,00,000.00

By A/c Payee Cheque No.053750 dated 14.08.2013 drawn on PNB Bank, GARIA Branch, Kolkata, 700084 refundable Amounting: Rs.11,000/- (Rupees Eleven thousand) only in favour of Anil Kumar Manna Owner No. 2

Rs. 11,000.00

Total : Rs. 10,11,000.00

(Rupees Ten Lakhs Eleven Thousand) only.

WITNESSES :

1. *Patel K. S.*
S/O. Mr. Anil Kumar Manna
17/2 Kendua Main Road
Kolkata-84
2. *Prasannajit Manna*
S/O. Mohan Lal Manna
19/2, Kendua Main Road,
Kolkata-84.

1. *Mohan Lal Manna*
2. *Anil Kumar Manna*

SIGNATURE OF THE OWNERS



Government Of West Bengal
Office Of the D.S.R. - I SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 03415 of 2013
(Serial No. 04166 of 2013 and Query No. 1601L000006465 of 2013)

On 14/08/2013

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 5, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 11163.00/-, on 14/08/2013

(Under Article : B = 11110/- , E = 21/- , H = 28/- , M(b) = 4/- on 14/08/2013)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs. -1,02,29,342/-

Certified that the required stamp duty of this document is Rs. - 20021 /- and the Stamp duty paid as Impressive Rs - 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 15050/- is paid , by the draft number 378050, Draft Date 12/08/2013, Bank : State Bank of India, Garia, received on 14/08/2013

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

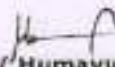
Presented for registration at 12.45 hrs on 14/08/2013, at the Office of the D.S.R. - I SOUTH 24-PARGANAS by Shambhu Saran Singh ,Claimant.

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

Execution is admitted on 14/08/2013 by

1. Mohan Lal Manna, son of Late Sudhir Chandra Manna , 19/1 , Kendua Main Road, P.s- Patuli, Kolkata, District-South 24-Parganas, WEST BENGAL, India, Pin :-700084, By Caste Hindu, By Profession : Business
2. Anil Kumar Manna, son of Late Sudhir Chandra Manna , 19/3 , Kendua Main Road, P.s- Patuli, Kolkata, District-South 24-Parganas, WEST BENGAL, India, Pin :-700084, By Caste Hindu, By Profession : Business
3. Shambhu Saran Singh
Proprietor, M/s Tirupati Enterprise, 22 B , Balshnabghatabye Lane, P.s- Patuli, Kolkata, District-South 24-Parganas, WEST BENGAL, India, Pin :-700047.
By Profession : Business

Identified By Rajas Barua, son of ... High Court, Kolkata, Thana-Hare Street, District-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Advocate


(Humayun Ali)

DISTRICT SUB-REGISTRAR-I
EndorsementPage 1 of 2

14/08/2013 14:59:00



Government Of West Bengal
Office Of the D.S.R. - I SOUTH 24-PARGANAS
District-South 24-Paraganas

Endorsement For Deed Number : 1 - 03415 of 2013
(Serial No. 04166 of 2013 and Query No. 1601L000006465 of 2013)

(Humayun Ali)
DISTRICT SUB-REGISTRAR-I

(Humayun Ali)
DISTRICT SUB-REGISTRAR-I
EndorsementPage 2 of 2







14/08/2013 14:59:00

Government of West Bengal
 Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
 Office of the D.S.R. - I SOUTH 24-PARGANAS, District- South 24-Parganas
 Signature / LTI Sheet of Serial No. 04166 / 2013, Deed No. (Book - I , 03415/2013)

I. Signature of the Presentant


Name of the Presentant	Photo	Finger Print	Signature with date
Shambhu Saran Singh 22 B, Baishnabgahat Bye Lane, P.S- Patuli, Kolkata, District- South 24-Parganas, WEST BENGAL, India, Pin :-700047	 14/08/2013	 LTI 14/08/2013	<i>Shambhu Saran Singh</i> 14/08/2013

II. Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Mohan Lal Mania Address - 19/1, Kendua Main Road, P.S- Patuli, Kolkata, District- South 24-Parganas, WEST BENGAL, India, Pin :-700084	Self	 14/08/2013	 LTI 14/08/2013	<i>Mohaulal Mania</i>
2	Anil Kumar Mania Address - 19/3, Kendua Main Road, P.S- Patuli, Kolkata, District- South 24-Parganas, WEST BENGAL, India, Pin :-700084	Self	 14/08/2013	 LTI 14/08/2013	<i>Anil Kumar Mania</i>
3	Shambhu Saran Singh Address - 22 B, Baishnabgahat Bye Lane, P.S- Patuli, Kolkata, District- South 24-Parganas, WEST BENGAL, India, Pin :-700047	Self	 14/08/2013	 LTI 14/08/2013	<i>Shambhu Saran Singh</i>

Name of Identifier of above Person(s)
 Rajas Barua
 High Court, Kolkata, Thana- Hare Street,
 District- Kolkata, WEST BENGAL, India, Pin :-700001

Signature of Identifier with Date
Rajas Barua
 Advocate
 14/08/2013


 (Humayun Ali)
 DISTRICT SUB-REGISTRAR - I
 Office of the D.S.R. - I SOUTH 24-PARGANAS

SPECIMEN FORM FOR TEN FINGERPRINT



Left Hand

Little Finger	Ring Finger	Middle Finger Left Hand	Fore Finger Left Hand	Thumb

Right Hand

Name MOHAN LAL MANIYA
Signature Mohan Lal Maniya

Thumb	Fore Finger	Middle Finger Right Hand	Ring Finger Right Hand	Little Finger



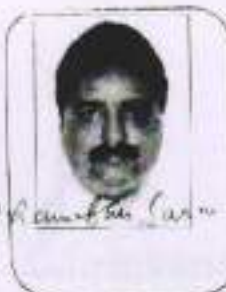
Left Hand

Little Finger	Ring Finger	Middle Finger Left Hand	Fore Finger Left	Thumb

Right Hand

Name ANIL KUMAR MANIYA
Signature Anil Kumar Maniya

Thumb	Fore Finger	Middle Finger Right Hand	Ring Finger Right Hand	Little Finger



Left Hand

Little Finger	Ring Finger	Middle Finger Left Hand	Fore Finger Left hand	Thumb

Right Hand

Name Srinivas Reddy
Signature Srinivas Reddy

Thumb	Fore Finger	Middle Finger Right Hand	Ring Finger Right Hand	Little Finger



Left Hand

Little Finger	Ring Finger	Middle Finger Left Hand	Fore Finger Left hand	Thumb

Right Hand

Name _____
Signature _____

Thumb	Fore Finger	Middle Finger Right Hand	Ring Finger Right Hand	Little Finger

Certificate of Registration under section 60 and Rule 69.


Registered in Book - I
CD Volume number 15
Page from 2229 to 2253
being No 03415 for the year 2013.




(Chirritikana Panda) 16-August-2013
DISTRICT SUB-REGISTRAR-I
Office of the D.S.R. - I SOUTH 24-PARGANAS
West Bengal



Certified to be a true Copy


District Sub-Registrar-I
Alipore, South 24 Parganas