



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

X 870892

THIS MEMORANDUM OF UNDERSTANDING (MOU), made
this day of December, Two Thousand and Seventeen (2017).

BETWEEN

presently residing at c/o Rammoy Chakraborty, Aghore Sarani, Barendra
para, behind "Soni Mandir", P.O. Rajpur, Kolkata 700 149 P.S.

(1) **SMT. ANJALI ROY, (PAN NO. BBEPR 0785H)** wife of Late Aswini Kumar Roy by faith Hindu, by Occupation Housewife, presently residing at c/o Narayan Chandra Karmakar, Mallikapur N.V. Lane, P.O. Rajpur, Kolkata 700 149 P.S. Sonarpur, District South 24 Parganas (2) **LAKSHMAN KUMAR ROY, (PAN NO. ACGPR8071A)** son of Late Aswini Kumar Roy by Faith Hindu by occupation: Service residing at 1/4, Brajaraj Mohan Gardens Housing Complex , Kamalgachi , P.O. Narendrapur, Kolkata - 700103 P.S. Sonarpur (3) **SMT. MANJARI PAUL, (PAN NO. AOTPP 4874Q)** daughter of Late Aswini Kumar Roy and wife of Shri Tapas Paul by faith Hindu by occupation : Housewife, residing at 31, Vivekananda Sarani " Narendra Apartment" , 2nd Floor, Flat No. 4, P.O. Narendrapur, District: South 24 Parganas , Kolkata - 700 103, P.S. Sonarpur , (4) **ARUNDHATI ROY, (PAN NO. BHDPR 0656Q)** wife of Late Siddhartha Kumar Roy by faith Hindu by occupation: Housewife, presently residing at c/o Rammoy Chakraborty, Aghore Sarani, Barendra para, behind "Soni Mandir", P.O. Rajpur, Kolkata 700 149 P.S. Sonarpur, District South 24 Parganas P.S. Sonarpur (5) **RAHUL KISHORE ROY, (PAN NO. BHDPR 0658A)** son of Late Siddhartha Kumar Roy by faith Hindu by occupation: Unemployed, presently residing at c/o Rammoy Chakraborty, Aghore Sarani, Barendra para, behind "Soni Mandir", P.O. Rajpur, Kolkata 700 149 P.S. Sonarpur, District South 24 Parganas P.S. Sonarpur and (6) **Ms. SANTASREE ROY, (PAN NO. BHDPR 0657R)** daughter of late Siddhartha Kumar Roy by faith Hindu by occupation : Unemployed, presently residing at c/o Rammoy Chakraborty, Aghore Sarani, Barendra para, behind "Soni Mandir", P.O. Rajpur, Kolkata 700 149 P.S.

Sonarpur, District South 24 Parganas P.S. Sonarpur hereinafter collectively referred to as the "**OWNERS/FIRST PARTY**" (which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include their respective heirs, executors, successors, administrators and legal representatives) of the **ONE PART**.

AND

M/s SRINATH DEVELOPERS, (PAN No. ABYFS 0787P) a registered partnership firm having its Office at 229, A. J. C. Bose Road, Crescent Tower, 4th Floor, Kolkata - 700020 P.S. Shakespeare Sarani, represented by its Partner **SRI SURENDRA KUMAR AGARWALA (PAN No. AEVPA 1509F)** son of Late Mohanlal Agarwal residing at 209, NSC Bose Road, Sarat Apartment, Narendrapur, Kolkata 700103 P.S. Sonarpur hereinafter referred to as the "**DEVELOPER/SECOND PARTY**" (which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the partners for the time being of the said firm and their respective heirs, executors, administrators, successor-in-interest and legal representatives, nominees and assigns) of the **OTHER PART**;

WHEREAS:

- A. The parties of the First Part being the Owners hereby appointed the Developer that is M/s Srinath Developers as the developer of the schedule Property vide registered deed of Development dated

10/05/2014 registered in the office of A.R.A.-1, Kolkata, in Book No.1, Cd Volume no.9, pages 4111 to 4164, being no. 04204 for the year 2014 and the Developer accepted the appointment as the Developer of the Said Property.

- B. The parties of the First part being the Owners also gave a registered Power of Attorney dated 19/05/2014 in favor of SRI SURENDRA KUMAR AGARWALA son of Late Mohanlal Agarwal, residing at 209, NSC Bose Road, Sarat Apartment, Narendrapur, Kolkata 700103 P.S. Sonarpur being representative of M/s SRINATH DEVELOPERS and the said Power of attorney was registered in the office of A.R.A.-III, Kolkata, being no. 03563 for the year 2014 .
- C. That the parties have decided to modify the terms and conditions of the Development agreement and hence they have decided to execute and sign this Memorandum of Understanding to complete the Development work on the terms and conditions appearing hereinafter.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :-

1. That the terms and conditions of this instrument shall be effective and operative from and on the day of signing this Memorandum of Understanding.

2. That the allocation of the Owners/First Party has been reduced by 4% and now the Owners/ First Party shall be entitled to only 37 % of the Sanctioned area in the newly constructed building and the owners have accepted such area of allocation.
3. That the allocation of the Developers/Second Party has been increased by 4% and now the Developers/Second Party shall be entitled to 63 % of the Sanctioned area in the newly constructed building and the owners have accepted such area of allocation.
4. That further the amount of Rs.20,00,000.00(Rupees Twenty Lakhs) which was to be paid by Developers to the Owners/ First Party after obtaining sanction plan shall no longer be required to be paid to the Owners/ First Party and the owners have accepted such terms of the Developer and have agreed to the same. *
5. That all other conditions as was laid down in the Development Agreement dated 10/05/2014 registered in the office of A.R.A.-1, Kolkata, in Book No.1, Cd Volume no.9, pages 4111 to 4164, being no. 04204 for the year 2014 shall remain the same.
6. That the parties have succeeded in separating the Pukur area comprised in Dag No. 2163 from the landed area comprised in Dag No.2161 & 2162 and now the pukur portion has been separated from the original holding no.527 Aghore Sarani and has been

numbered as holding no. 1095 in the records of Rajpur Sonarpur municipality. Now by this agreement the Second party relinquishes all or any right of development over the said Pukur area comprised in old Dag No. 2163 (holding No. 1095) and the Owners are at liberty to deal with the said Pukur portion in any manner whatsoever, though it is made clear that the owners shall not be entitled to use the passage from the landed area comprised in Dag No.2161 & 2162 for the purpose of ingress and egress to the said Pukur area.

Flat
Kanshinder Kumar Roy 14.01.2018.

THE SCHEDULE ABOVE REFERRED TO:

(Details of the said property)

ALL THOSE pieces or parcels of (i) Bastu land measuring 11 decimals corresponding 4796 Sq. Ft. more or less comprised in Dag No. 2161 (ii) Bastu land measuring 12 decimals corresponding to 5232 Sq. Ft. more or less comprised in Dag No. 2162 corresponding holding No. 527, Aghore Sarani under the Rajpur- Sonarpur Municipality situated in Mouza Rajpur J.L. No. 55 Khatian No. RS 1532 P.S. Sonarpur, District-South 24 Parganas butted and bounded in the manner following, that is to say :

- | | | |
|--------------|---|--|
| On the North | - | By 40' wide Road |
| On the South | - | Portions Of Owners being Pukur (holding No.1095) |
| On the East | - | By 18' wide Road |
| On the West | - | By Property of das. |

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

SIGNED AND DELIVERED by the within-named at Kolkata in the presence of:

① Japas Paul. 14.01.18.
31, Vivekananda Sarani
'Narendra APPA' 2nd Floor
Flat - A, KOL- 700103.

- 1 Anjali Ray.
- 2 Anshuman Kumar Roy. (14.01.2018)
- 3 Manjari Paul
- 4 Arundhati Roy.
- 5 Santosh Roy
- 6 Rahul Kishore Roy

OWNERS/FIRST PARTY

Surendrakumar Apanda

DEVELOPER/SECOND PARTY

Drafted by me:-

① Kaberi Roy Brajraj 1/4
Kanalguzi Hohan Garden.
KOL- 103.
9836730603

(Advocate)

Dated This Day Of December 2017

Between

Anjali Roy & ORS.

And

M/s Srinath Developers

Represented by its partner

Mr. Surendra Kumar Agarwala

MEMORANDUM OF UNDERSTANDING

ANKIT SUREKA ,

ADVOCATE

10, Kiran Sankar Roy Road,

KOLKATA - 700001