



पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

Certified that the document is admitted & registration. The signature Sheet / Enrol's and the endorsement / deed Sheet's attached with this document's are the part of this document

W 354314

Registrar (S/S 712)  
District Sub Registrar  
24 "Ok" Rd.

22 DEC 2016

THIS DEVELOPMENT AGREEMENT made on this the 21<sup>st</sup> day of December, Two Thousand And Sixteen of the Christian Era;

BETWEEN

2386 14-7-16 100/-

MAHAMANI PROPERTIES PVT. LTD.  
AB-9, Sector-1, Salt Lake  
Kolkata-700 064

নং \_\_\_\_\_  
তার \_\_\_\_\_  
স্বাক্ষরিত  
স্বাক্ষরিত নাম \_\_\_\_\_  
মোহর ভেঙার স্বাক্ষর \_\_\_\_\_  
বিবান নাম (সংটোলক সিটি) এ. বি. এন. স্বাক্ষর \_\_\_\_\_  
মোট মোহর কত টাকা \_\_\_\_\_  
চালান নাম \_\_\_\_\_ মোট কত টাকা স্বাক্ষর \_\_\_\_\_  
ক্রেতারি বালাকপুর ভেঙার মিহা দত্ত

08 JUL 2016

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Sanyal Aupto  
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MAHAMANI PROPERTIES PVT. LTD.

Sanyal Aupto  
Director

5224

Satar Chakraborty

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Mitali Chakraborty

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Moinal Kanti Chakraborty



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(1) **SRI DULAL CHAKRABORTY** son of Late Motilal Chakraborty, (having PAN: ACWPC4950B) by faith: Hindu, by Nationality : Indian, by occupation : Retired Person, (2) **SMT. MITALI CHAKRABORTY** wife of Sri Dulal Chakraborty, (having PAN – ACBPC0068M), by occupation: Housewife, both by faith: Hindu, by Nationality : Indians, both residing at 142, B. K. Paul Avenue, P.O – Hatkhola, P.S. Shyampukur, Police Station: Shyampukur, Kolkata – 700005, (3) **SRI MRINAL CHAKRABORTY** Late Motilal Chakraborty, (having PAN: AOXPC3764J) by faith: Hindu, by Nationality : Indian, by Occupation : Service, residing at Flat No. 1, Mainak Apartment, 13/2, Khudiram Bose Sarani, P.O: Mall Road, Police Station : Dum Dum, Kolkata – 700080, AND (4) **SMT. DEBJANI MUKHERJEE** wife of Sri Pabitra Mukherjee, (daughter of Late Motilal Chakraborty), by faith: Hindu, by Nationality: Indian, by Occupation : Housewife, residing at 1A, Sultan Alam Road, P.O. Tollygunge P.S: Charu Market, Kolkata – 700 033, hereinafter jointly referred to as the **OWNERS** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

**AND**

**MAHAMANI PROPERTIES PRIVATE LIMITED** (having PAN-AAICM4413A) a Company incorporated under Indian Companies Act, 1956 having its registered office at AB-9, Salt Lake City, Sector-1, Kolkata 700 064 being represented by one of its Director **SRI SANJEEB GUPTA** (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** Munshi Golam Moula and Munshi Golam Akbar both sons of Late Munshi Abdul Haque were in absolute physical possession and enjoyment in respect of 47 decimals of land under C.S. Dag No.3230, C.S. Khatian No. 10, J.L. No.2, Mouza : **GOPALPUR**, Police Station: Rajarhat, District: North 24-Parganas, on the footing of a registered Deed of Sale dated 31.01.1928, free from all encumbrances.


**AND WHEREAS** the said Munshi Golam Moula and Munshi Golam Akbar being so owned and possessed of the said plot of land along with certain other land by an Indenture duly registered at the office of the Sub-Registrar Cossipore, Dum Dum in Book No. 1, Volume No. 42, Pages from 155 to 158, being No. 2494 for the year 1950 jointly sold, transferred and conveyed the said plot of land measuring 47 decimals C. S. Dag No. 3230, C. S. Khatian No. 10, along with certain other land under J.L. No. 2, Mouza : **GOPALPUR**, Police Station : Rajarhat, District : North 24-Parganas, unto and in favour of Smt. Labanya Prabha Ghosh, for the consideration therein contained free from all encumbrances.

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Debjani Mukherjee.

9/12/16  
870 Batey Gachowari  
134-5-5 - Naya  
Kolkata-74



  
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**AND WHEREAS** said Smt. Labanya Prabha Ghosh, being so owned and possessed of the said plot of land by a Registered Indenture of Lease in Perpetuity dated 22.06.1950 transferred an area of land measuring 9 Cottahs under C.S. Dag No. 3230, in favour of Smt. Prabha Banerjee and said Prabha Banerjee while in peaceful possession and enjoyment in her leasehold property, by an Indenture dated 02.07.1955 registered at the office of the Sub-Registrar, Cossipore Dum Dum in Book No. 1, Volume No. 80, Pages from 193 to 197, Being No. 5741 for the year 1955 sold, transferred and conveyed an area of land measuring 9 Cottahs under C. S. Dag No. 3230, C. S. Khatian No. 10, J. L. No. 2, Mouza : GOPALPUR, Police Station : Rajarhat, District : North 24-Parganas, unto and in favour of Prabhat Chandra Roy, for the consideration therein contained free from all encumbrances.

**AND WHEREAS** said Prabhat Chandra Roy, while in peaceful possession and enjoyment in his above purchased property had died on 12.09.1966 intestate leaving behind his widow Smt. Binapani Roy, son Sri Dilip Kumar Roy and only married daughter Smt. Hena Das, as his legal heirs and successors who jointly inherited the estates and properties left by said Prabhat Chandra Roy in accordance with the order of Hindu Law of Succession, 1956 and being so inherited the said legal heirs and successors of Prabhat Chandra Roy being felt inconvenience in their joint and eijmal possession by a Deed of Amicable Partition dated 15.09.1976 registered at the office of the Sub-Registrar, Cossipore Dum Dum in Book No. 1, Volume No. 108, Pages from 62 to 66, being No. 6342 for the year 1976 got the property duly partitioned with specific demarcation whereunder each of the parties to the Deed of Partition has acquired 3 Cottahs of land each absolutely free from all encumbrances.

**AND WHEREAS** out of the 3 legal heirs and successors of Prabhat Chandra Roy, his widow Smt. Binapani Roy by a Bengali Kobala dated 25.04.1983 registered at the office of the Registrar of Assurance, Calcutta in Book No. 1, Volume No. 181, Pages from 1 to 11, Being No. 4041 for the year 1983, sold, transferred and conveyed her entire share measuring 3 Cottahs unto and in favour of Sri Motilal Chakraborty for the consideration therein contained, free from all encumbrances.

**AND WHEREAS** in the manner aforesaid Sri Dilip Kumar Roy son of Late Prabhat Chandra Roy, by a Bengali Kobala dated 25.04.1983 registered at the office of the Registrar of Assurance, Calcutta in Book No. 1, Volume No. 181, Pages from 11 to 20, Being No. 4042 for the year 1983, sold, transferred and conveyed his entire share measuring 3 Cottahs unto and in favour of Sri Sanjib Chakraborty for the consideration therein contained, free from all encumbrances.

**AND WHEREAS** in the manner aforesaid Smt. Hena Das, married daughter of said Late Prabhat Chandra Roy by a Bengali Kobala dated 25.04.1983 registered at the office of the Registrar of Assurance, Calcutta in Book No. 1, Volume No. 181, Pages from 21 to 30, Being No. 4043 for the year 1983, sold, transferred and conveyed her entire share measuring 3 Cottahs unto and in favour of said Sri Motilal Chakraborty for the consideration therein contained, free from all encumbrances.



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**AND WHEREAS** out of the above purchase being absolutely owned and possessed of an area of land admeasuring 6 Cottahs, the said Motilal Chakraborty died, intestate on 03.05.1987 leaving behind his widow Smt. Champa Chakraborty, two sons namely, Mrinal Kanti Chakraborty and Dulal Chakraborty and only married daughter Debjani Mukherjee who jointly inherited the said 6 Cottahs of land left by said Motilal Chakraborty since deceased, free from all encumbrances.

**AND WHEREAS** while in joint and ejmal possession therein Smt. Champa Chakraborty, Sri Mrinal Kanti Chakraborty and Smt. Debjani Mukherjee jointly being Donors by a Deed of Gift dated 10<sup>th</sup> January, 1989 registered at the office of the A. D. S. R., Bidhannagar, Salt Lake City, in Book No. 1, Volume No. 3, Pages from 369 to 382, Being No. 128 for the year 1989 transferred their undivided 3/4<sup>th</sup> share out of the 6 Cottahs of land as aforesaid unto and in favour of Sri Dulal Chakraborty for the consideration of love and affection therein contained, free from all encumbrances.

**AND WHEREAS** in the manner aforesaid **Sri Dulal Chakraborty** having his 1/4<sup>th</sup> undivided share out of the said 6 Cottahs of land subsequently acquired his right, title and interest in respect of entire **6 Cottahs** of land by virtue of the Deed of Gift as aforesaid with inclusion of his own 1/4<sup>th</sup> undivided share therein and has been in physical possession and enjoyment therein, free from all encumbrances.

**AND WHEREAS** Sanjib Chakraborty, who acquired his right, title and interest in respect of 3 Cottahs of land by virtue of his purchase aforesaid and while in physical possession and enjoyment therein, being the Donor by a Deed of Gift dated 17<sup>th</sup> February, 2010 registered at the office of the Registrar of Assurance – II, Kolkata, in Book No. 1, CD Volume No. 5, Pages from 2682 to 2700, being No. 01755 for the year 2010 transferred his above mentioned 3 Cottahs of land unto and in favour of his sister Smt. Mitali Chakraborty (wife of Sri Dulal Chakraborty) for the consideration of love and affection therein contained, free from all encumbrances.

**AND WHEREAS** by virtue of inheritance and being Donees in the Deed of Gift as aforesaid Sri Dulal Chakraborty, has acquired 6 Cottahs of land and his wife Smt. Mitali Chakraborty has acquired 3 Cottahs of land aggregating and admeasuring 9 Cottahs of land be the same a little more or less under C. S. Dag No. 3230, J. L. No. 2, Mouza: **GOPALPUR**, Police Station: Rajarhat, District: North 24-Parganas, free from all encumbrances.

**AND WHEREAS** the said original Riayot by aforesaid purchase namely, Labanya Prabha Ghosh had died on 16.04.1985 intestate survived by her 3 sons namely Parimal Ghosh, Subimal Ghosh and Sukamal Ghosh and two daughters namely, Bina Guha Thkurata and Smt. Mukul Guha Mustafi as her heirs and legal representatives in respect of an area of land measuring 4 Cottahs a little more or less comprised in part of C.S. Dag No. 3230, corresponding to R.S. Dag No. 2209/3078, J.L. No. 2, Mouza: **GOPALPUR**, Police Station: Rajarhat, District: North 24-Parganas left by said Labanya Prabha Ghosh and since after her expiry her above legal heirs and successors while in possession of the said 4 Cottahs of land, by and under a registered Sale Deed Being



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No. 2794 for the year 1987, jointly sold, transferred and conveyed the said 4 Cottahs of land unto and in favour of Sri Gopal Nandy and Sri Pradip Ghosh free from all encumbrances.

**AND WHEREAS** being so owned and possessed of the said plot of land measuring 4 Cottahs by way of their aforesaid purchase the said Sri Gopal Nandy and Sri Pradip Ghosh, by an Indenture dated 10<sup>th</sup> May, 1989 duly registered at the office of the A.D.S.R., Bidhannagar, Salt Lake City, in Book No. 1, Volume No. 80, Pages from 385 to 398, Being No. 3785, for the year 1989 sold, transferred and conveyed the said plot of land measuring 4 Cottahs unto and in favour of Smt. Nihar Kana Chakraborty for the consideration therein contained, free from all encumbrances.

**AND WHEREAS** Smt. Nihar Kana Chakraborty died intestate on 19.10.1991 leaving behind her only son Sanjib Kumar Chakraborty and three married daughters namely, Shyamali Mukherjee, Chaitali Chatterjee and Mitali Chakraborty as her legal heirs and successors and since the husband of Smt. Nihar Kana Chakraborty predeceased her, the aforesaid legal successors jointly inherited the aforesaid 4 Cottahs of land under Dag No. 2209/3078 in Mouza: Gopalpur, to the extent of 1/4<sup>th</sup> share each in accordance with the order of Hindu Law of Succession 1956 and being so inherited Sri Sanjib Kumar Chakraborty, Smt. Shyamali Mukherjee and Smt. Chaitali Chatterjee jointly as Donors under an Indenture of Gift dated 23<sup>rd</sup> October, 2013 transferred their 3/4<sup>th</sup> undivided share in 4 Cottahs of land as aforesaid in favour of their sister Smt. Mitali Chakraborty being Donee registered at the office of the A.D.S.R., Bidhannagar, Salt Lake City in Book No. 1, CD Volume No. 9, Pages from 4120 to 4130, Being No. 03114 for the year 2013, and in the manner aforesaid **Mitali Chakraborty** has acquired her right, title and interest in respect of **3 + 4 = 7 Cottahs** of land in R. S. Dag No. 2209/3078, in Mouza : Gopalpur, free from all encumbrances.

**AND WHEREAS** said Labanya Prabha Ghosh amongst other had been entitled proprietary as well as possessory interest in respect of 07 Cottahs 08 Chittacks of land under C.S. Dag No.3230, corresponding to R.S. Dag No. 2209/3078, at Mouza: Gopalpur, Police Station: Rajarhat, District: North 24-Parganas; and upon her expiry on 16.04.1985 her aforesaid legal successors said Parimal Ghosh, Subimal Ghosh and Sukamal Ghosh, Bina Guha Thkurata and Smt. Mukul Guha Mustafi became jointly inherited the said 7 Cottahs 8 Chittacks of land to the extent of 1/5<sup>th</sup> share each and being seized and possessed thereof, by a Bengali Kobala dated 7<sup>th</sup> June, 1987 registered at the office of the Sub-Registrar, Bidhannagar, Salt Lake City in Book No. 1, Volume No. 56, Being No. 2793 for the year 1987 sold, transferred and conveyed the said 7 Cottahs 8 Chittacks of land unto and in favour of Haridas Saha, Nityananda Saha, Biswajit Saha and Ashit Baran Saha for the consideration therein contained;

**AND WHEREAS** after the said purchase by dint of the said Bengali Kobala dated 07.06.1987, Being No. 2793 for the year 1987 the said Haridas Saha and three others became jointly seized and possessed of the aforesaid land free from all encumbrances and while seized and possessed thereof, the said Haridas Saha and three others subsequently by an Indenture dated 10<sup>th</sup> May, 1989 registered at the office of the



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A.D.S.R., Bidhannagar, Salt Lake City in Book No. 1, Volume No. 80, Pages from 347 to 360, Being No. 3781 for the year 1989 jointly sold, transferred and conveyed the said 7 Cottahs 8 Chittacks of land unto and in favour of Smt. Champa Chakraborty for the consideration therein contained, free from all encumbrances.

**AND WHEREAS** subsequently said Smt. Champa Chakraborty wife of Late Motilal Chakraborty had died intestate on 10.12.2003 leaving behind her two sons namely **Dulal Chakraborty, Mrinal Kanti Chakraborty** and married daughter **Smt. Debjani Mukherjee** who **jointly inherited** the entire 7 Cottahs 8 Chittacks of land so had been purchased and left by their mother Smt. Champa Chakraborty to the extent of 1/3<sup>rd</sup> share i.e. to say 2 Cottahs 8 Chittacks of land each free from all encumbrances.

**AND WHEREAS** in the manner aforesaid **Dulal Chakraborty** and **Mitali Chakraborty**, the Land Owner Nos. 1 & 2 have jointly acquired their right, title and interest in respect of ALL THAT piece and parcel of Danga land measuring 15 decimals equivalent to 09 Cottahs, 01 Chittak, 09 Sq. Ft. be the same a little more or less with an old single storeyed building having covered area 500 Square Feet and various types of trees thereon, appertaining to and being part of C. S. Dag No. 3230, corresponding to R. S. & L. R. Dag No. 2209, C. S. Khatian No. 10, R. S. Khatian Nos. 2973, L. R. Khatian Nos. 11554 & 11688, at Mouza: Gopalpur, P.S: formerly Rajarhat at present Airport P.S, part of Municipal Holding Nos. RGM – 7/420, 7/422, BL–H Kali Park within Ward No. 7 of Rajarhat – Gopalpur Municipality at present within the limit of Bidhan Nagar Municipal Corporation, having present Municipal Holding No. BMC ....., Additional District Sub-Registration Office: Bidhannagar (Salt Lake City), District : North 24-Parganas.

**AND WHEREAS** by way of devolution of title recited above said **Dulal Chakraborty, Mitali Chakraborty, Mrinal Kanti Chakraborty** and **Debjani Mukherjee** have jointly acquired 18 decimals of land then had been recorded as Pond and bank of the Pond out of which **Mrinal Kanti Chakraborty** and **Debjani Mukherjee** have jointly acquired to the extent of 5 Cottahs equivalent to 8.25 decimals of land having their -/8/- annas share each therein and **Dulal Chakraborty** and **Mitali Chakraborty** have jointly acquired the remaining 9.75 decimals of land out of the said 18 decimals and the said 18 decimals of land appertaining to and being part of C. S. Dag No. 3230, corresponding to R. S. & L. R. Dag No. 2209/3078, C. S. Khatian No. 10, R. S. Khatian No. 17, L. R. Khatian No. 2767 at present recorded severally in L.R. Record of Rights in the name of each of the Owners herein under L.R. Khatian Nos. 11555, 11556, 11554 and 11688, lying and situate at Mouza: Gopalpur, Police Station: previously Rajarhat at present Airport, District: North 24-Parganas with all sorts of rights of easement and appurtenances in connection therewith and morefully described in the First Schedule hereunder written and which is the subject matter of this Development Agreement.

**AND WHEREAS** in response to two applications severally made by Dulal Chakrabort and Mitali Chakraborty in Conversion Case No. W-719/BL/RAJ/15 & 722/BL/RAJ/15, the Learned District Land and Land Reformed Officer of North 24-Parganas, Barasat vide his Memo Nos.1587/BL&LRO/RHT/2015 & 1583/BL&LRO/RHT/2015 have pleased to accorded permission to change the character/ classification of the aforesaid part of



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Garden Land measuring 10 decimals and 05 decimals comprised in L.R. Plot No. 2209 under L.R. Khatian Nos. 11554, 11688 & 11555 for conversion of the same as Bastu and after having such permission the nature or classification of the aforesaid Danga Land have been converted as a Bastu Land.

**AND WHEREAS** it needs to be clarified that the entire land measuring 15 decimal comprised in L.R. Dag No. 2209 and pond with Bank of Pond (now converted to Bastu Land) comprised in L.R. Dag No. 2209/3078 has been recorded under J. L. No. 2, Mouza: GOPALPUR, Police Station: previously Rajarhat at present Airport, District: North 24-Parganas in the L. R. Settlement Record of Right in the manner following: -

Sl. No.	Name of Raiyots	C.S., R. S. & L.R. Khatian No.	C.S., R. S. & L.R. Dag No.	Nature	Area
1.	Labanya Prabha Ghosh	C.S. 10 R.S. 17 L.R. 2767	C.S. 3230 R.S. & L.R. 2209/3078	Pukur	18 decimals
2.	Prabhat Ranjan Roy	C.S. 10 R.S. 2973 L.R. 1765	C.S. 3230 R.S. & L.R. 2209	Danga	15 decimals
3.	Dulal Chakraborty	L.R. 11554	L.R. 2209 L.R. 2209/3078	Danga Pukur	10 decimals 4 decimals
4.	Mrinal Kanti Chakraborty	L.R. 11555	L.R. 2209/3078	Pukur	4 decimals
5.	Debjani Mukherjee	L.R. 11556	L.R. 2209/3078	Pukur	4 decimals
6.	Mitali Chakraborty	L.R. 11688	L.R. 2209 L.R. 2209/3078	Danga Pukur	5 decimals 6 decimals

In view of the recorded areas as appearing in the table hereinabove **18 decimals equivalent to 10 (ten) Cottahs 14 (fourteen) Chittacks 10.8 (ten point eight) Square Feet** of pond and bank of the pond in Bengali measurement stands in the names of **Dulal Chakraborty, Mitali Chakraborty, Mrinal Kanti Chakraborty and Debjani Mukherjee**, the Land Owners herein in the proportion hereinabove recited.

**AND WHEREAS** in course of time and by natural calamities since a long time the aforesaid Pond and Bank of Pond measuring 18 decimals became solid land and in response to an application jointly made by all the Landowners herein, in Conversion Case Nos. W-199/2016 to W-202/2016, the Learned District Land and Land Reformed Officer of North 24-Parganas, Barasat vide his Memo No. L-13011(11)/116/ 2016-DL&LRO/132919 has pleased to accorded permission to change the character/classification of the aforesaid property measuring 18 decimal comprised in L.R. Plot No. 2209 /3078 under L.R. Khatian Nos. 11688, 11556, 11555 & 11554 for conversion of the same as Bastu Land and after having such permission the nature or classification of the aforesaid Pond and Bank of Pond have been converted as a Bastu Land.



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**AND WHEREAS** being so owned and possessed of the Said Plot of Land measuring **15 decimals equivalent to 09 Cottahs, 01 Chittak, 09 Sq. Ft.** be the same a little more or less with an old single storeyed building having covered area 500 Square Feet and various types of trees thereon, appertaining to and being part of C. S. Dag No. 3230, corresponding to **R. S. & L. R. Dag No. 2209**, C. S. Khatian No. 10, R. S. Khatian Nos. 2973, **L. R. Khatian Nos. 11554 & 11688**, at Mouza: Gopalpur, the said **Sri Dulal Chakraborty and Smt. Mitali Chakraborty** as the Landowners in party of the First Part with a view to develop their said Plot of Land measuring 15 decimals comprised in R.S & L.R. Dag No. 2209 under L.R. Khatian Nos. 11554 & 11688 had entered into a Development Agreement on 08.12.2014 with the Second Party as the Developer therein and which was duly Registered at the Office of the District Sub-Registrar – II, North 24-Parganas, in Book No. I, CD Volume No.12, Pages from 4418 to 4465, Being No.05705 for the year 2014 under the terms, conditions, covenants and stipulations mentioned therein and amongst other terms and conditions it was agreed between the Parties therein that in addition to the specified constructed and developed area therein referred to as the Owners' Allocations, the said Sri Dulal Chakraborty and Smt. Mitali Chakraborty as the Landowners - First Parties therein shall be further entitled to a consideration sum of Rs. 65,00,000/- (Rupees Sixty Five Lakh) and out of which the Developer have paid thereby the First Party a sum of Rs.60,00,000/- (Rupees Sixty Lakh) on or before execution of the said Development Agreement.

**AND ALSO WHEREAS** being so owned and possessed of the Said Plot measuring **18 decimals equivalent to 10 (ten) Cottahs 14 (fourteen) Chittacks 10.8 (ten point eight) Square Feet** in Bengall measurement and prior to obtaining the aforesaid Conversion Order from the Authority, with a view to develop the Said Plot measuring **18 decimals equivalent to 10 (ten) Cottahs 14 (fourteen) Chittacks 10.8 (ten point eight) Square Feet** comprised in **R.S & L.R. Dag No.2209/3078** under L.R. Khatian Nos. 11555, 11556, 11554 and 11688, lying and situate at Mouza: Gopalpur and morefully described in the First Schedule herein, the said **Dulal Chakraborty, Mitali Chakraborty, Mrinal Kanti Chakraborty and Debjani Mukherjee** the Land Owners herein had entered into a Development Agreement dated 08.12.2014 with the Second Party as the Developer therein and which was duly Registered at the Office of the District Sub-Registrar – II, North 24-Parganas, in Book No. I, CD Volume No.12, Pages from 4388 to 4417, Being No.05704 for the year 2014 under the terms, conditions, covenants and stipulations mentioned therein and amongst other terms and conditions it was agreed between the Parties therein that in addition to the specified constructed and developed area therein referred to as the Owners' Allocations the First Party – Landowners shall be further entitled to a consideration sum of Rs. 15,00,000/- (Rupees Fifteen Lakh) and out of which the Developer have paid thereby the First Party a sum of Rs.5,00,000/- and the balance of Rs.10,00,000/- was agreed to be paid after the Sanction of the Plan.

AND WHEREAS subsequently with a view to implement the work of development of the aforesaid adjacent property and also the subject property of these presents upon preparation of the Building Plan and obtaining sanction thereof by the Developer, it became essential to obtain the formal Conversion Order from the Competent Authority



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in respect of specially the plot comprised in R.S as well L.R. Dag No. 2209/3078; and the Developer have extended all its co-operations to the Landowners in obtaining the aforesaid Conversion Order by making delay in execution of the project work and keeping in view thereof after obtaining the aforesaid Conversion Order, after a long mutual discussions both the Parties herein have mutually decided to recast the terms and conditions by execution of a fresh Development Agreement for the plot of land under the First Schedule hereto by cancellation of the previous Development Agreement vide Deed No.05704 for the year 2014 in connection thereto.

AND WHEREAS it is clearly and specifically stated and declared by BOTH PARTIES hereto that the previous Development Agreement dated 08.12.2014 registered at the Office of the District Sub-Registrar – II, North 24-Parganas, in Book No. I, Being No.05704 for the year 2014 taken place by and between the parties herein hereby stands cancelled and rejected and the parties of the First Part as the Landowners and the party of the Second Part as the Developer jointly shall abide by all the terms and conditions of this fresh Development Agreement from the date, month and the year first written above; and the consideration amount of Rs.5,00,000/- so had been paid therein by the Second Party/Developer to the First Party/Landowners shall be treated as the amount paid by the Developer to the Landowners out of the non-refundable consideration Rs.15,00,000/- payable under the terms and conditions of this Development Agreement.

#### **ARTICLE-I # DEFINITIONS:**

1. **DEFINITIONS** : Unless in this agreement there be something contrary or repugnant to the subject or context :-

**"THE OWNERS"** shall mean **SRI DULAL CHAKRABORTY, SMT. MITALI CHAKRABORTY, SRI MRINAL AND SMT. DEBJANI MUKHERJE jointly** described as the Party of the First Part 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 Bastu Land containing an area of 18 decimals comprised in R.S. as well L.R. Dag No.2209/3078 equivalent to 10 Chottahs, 14 Chittacks 10.8 Sq. Ft. a little more or less under R.S. Khatian No. 17 at present recorded under L.R. Khatian Nos.1154, 11688, 11555 & 11556, 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.RGM-7/419, 7/420, 7/421 & 7/422, Ward No.7 and subsequently after merger or reconstitution at present under Bidhannagar Municipal Corporation, District : North 24-Parganas and described under the First Schedule and shall mean the subject property of this Development Agreement.



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**"AMALGAMATED LAND"/"AMALGAMATED PROPERTY"** shall mean the 'Said Land' and/ or the said property with the adjacent land measuring 15 decimals comprised in R.S. as well L.R. Dag No. 2209 owned by the First Party in Sl. Nos. (1) & (2) and also 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 confirming 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.

**"Project Site"** shall mean the pieces or parcels of land hereditaments and premises described in the FIRST SCHEDULE hereto subject to variations thereof as may be made by the Second Party/Developers/Builders in its sole discretion and include the Subject Property; **"Project"** shall include the acquisition and development of the Project Site into a Complex and Transfer of the Transferable Areas therein.

**"OWNER'S (FIRST PARTY'S) ALLOCABLE PORTIONS" OR "OWNERS' ALLOCATIONS"** shall mean the Owners shall be entitled to get 33% average built up areas 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 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 the Second Schedule hereunder written; AND ALSO shall mean a non-refundable and non-adjustable Consideration of Rs.15,00,000/- (Rupees Fifteen Lakh) only payable by the Developer to the Owners.



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**"DEVELOPER'S ALLOCATION"** shall mean save and except the Owners Allocation, the Developer shall be entitled to 67% average built up areas viz. all the residue residential flats/commercial areas/parking spaces 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 the Third Schedule hereunder written.

**"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 by way of sell, mortgage, lease or any other lawful manners 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 Landowners shall liable for payment of apportioned shares of tax in respect of their allocable portions from the date of delivery of the physical possession thereof by the Developer to the Landowners.

**"COMMON PORTIONS / COMMON AREAS"** shall mean all the undivided and indivisible finished and unfinished areas, pathways erections and constructions and installation comprised in the said building and in the said premises as expressed or intended and or may be provided by the Developer for practical common use and enjoyment of the Owners with the Developer or of its respective nominees individually or collectively.

**"COMMON EXPENSES"** shall mean and include all expenses to be incurred by the Owners 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.



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**"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 .

**"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.

## **ARTICLE-II # REPRESENTATIONS, BACKGROUND & RECITALS**

### **2. BACKGROUND/REPRESENTATION:**

#### **2.1. BACKGROUND:**

2.1.1 The Second Party/Developers/Builders under this Development or otherwise Collaboration Agreement has negotiated with the Land Owners/Party of the First Part for development of the Said Land under FIRST SCHEDULE absolutely owned by them with provision for acquisition or inclusion other adjacent and/or contiguous land to make a greater complex under project of development, without affecting and/or injuring the rights and interest of the First Party/Land Owners in any way or in any manner whatsoever.

2.2. **REPRESENTATIONS OF FIRST PARTY:** The First Party have represented and assured the Second Party, inter alia, as follows:-

i) That the First Party/Land Owners are presently the owners of the FIRST SCHEDULE Property free from all Encumbrances and Liabilities

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whatsoever and in khas vacant and peaceful possession thereof. The facts about the First Party/Land Owners deriving title to the Subject Property is represented and warranted by the First Party/Land Owners in the manner recited hereinabove, and the same are all true and correct, more specifically and in short the mode of acquisition of right, title and interest so far acquired by the Owners/First Party in the First Schedule Property i.e. the Subject Property has been recited hereinabove and subject to get the names of the owners to be duly recorded in the office of the concerned Revenue Office and in the office of the then Rajarhat – Gopalpur Municipality and at present in the Office of the Bidhan Nagar Municipal Corporation in respect of the "First Schedule" property being condition precedent or starting a development and/or execution of construction work in the "First Schedule" property and the same shall be the turning point for calculating the period of completion of development work.

- ii) That the First Party/Land Owners has not prior to the execution of this Development Agreement, entered upon any agreement or contract with any other person or persons in connection with the sale of the Subject Property or any part thereof or its development/dealing with/transfer/ lease in any way or in any manner whatsoever save and except the aforesaid Registered Development Agreement vide Deed No.05704 for the year 2014 previously entered into by and between the parties herein.
- iii) That the First Party/Land Owners have absolute, unfettered and unqualified right to enter into this Development Agreement with the Second Party/ Developers/Builders;
- iv) That the First Party/Land Owners have not stood as Guarantor(s) or Surety for any obligation, liability, bond or transaction whatsoever;
- v) That the First Party have no objection to the Second Party or any person authorized by the Developers/ Builders in the matter of acquiring or including other adjacent part or portions comprised in or inclusion thereof in the Project Site.
- vi) That the First Party/Land Owners have well and truly and fully understood the scheme of development of the Project Site and the nature and basis of allotment of the First Party's/Land Owners' Allocation to the First Party/ Land Owners in terms hereof. The First Party/Land Owners acknowledges and confirms that they are fully aware that the Subject Property or any part thereof may have any building constructed upon it and the development and future use of the Subject Property or any part thereof shall completely depend on the planning and scheme that may be finalized by the Second Party/ Developers/Builders for overall development of the Project Site i.e. the FIRST SCHEDULE property, and accepts the same and have no objection to the same.
- vii) There is no difficulty in compliance of the obligations of the First Party/Land Owners hereunder.



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- 2.3. Relying on the aforesaid representations and assurances made and/or contained on the part of the First Party/Land Owners and subject to recording their names in the Revenue Department and in the concerned Municipal Office and believing the same to be true and correct and acting on good faith thereof, the Second Party/ Developers/Builders has agreed to develop the Project Site i.e. the FIRST SCHEDULE property for and subject to the terms and conditions hereinafter contained:

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

**ARTICLE-III # BROAD AND BASIC TERMS AND CONDITIONS:**

**3. CONSIDERATION AND ENTITLEMENTS OF THE PARTIES BROADLY:**

- 3.1. The First Party/Land Owners hereby agrees to irrevocably contribute and transfer the entirety of the Subject Property i.e. the FIRST SCHEDULE property and grants to the Second Party/Developers/ Builders exclusive, irrevocable rights and authority to develop the same in such manner as the Second Party/Developers/ Builders may, in its absolute discretion, deem fit and proper and the First Party/Land Owners hereby further agrees that with effect from the date of execution hereof, the Second Party/Developers/Builders shall have the sole, exclusive and irrevocable rights, authorities and entitlements of the Second Party as morefully contained hereunder including to develop the Subject Property and to own enjoy and/or Transfer the Second Party's Allocation.
- 3.2. In consideration of the above and in consideration of the obligations, covenants, terms and conditions contained herein and on the part of the First Party/Land Owners to be observed, fulfilled and complied with and in exchange for the entirety of the Subject Property, the Second Party/Developers/Builders has agreed to cause to be constructed and delivered to the First Party's/Land Owners' Allocation on the terms and conditions hereinafter contained and as mentioned in the SECOND SCHEDULE hereunder.
- 3.3. Beside the Owners' Allocations the Landowners are entitled to get a sum of Rs.15,00,000/- (Rupees Fifteen Lakh) jointly as non-refundable and non-adjustable consideration and out of which the Developer have paid a sum of Rs.5,00,000/- by or through the previous Registered Development Agreement dated 08.12.2014 vide Deed No.0574 for the year 2014 in the mode or manners described in the Memo of Consideration therein and the First Party hereby doth acknowledge the same; AND the balance of Rs.10,00,000/- shall be paid by the Second Party within 30 (thirty) days after Sanction of the Plan.



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- 3.4 It is agreed by and between the parties hereto that with effect from the date hereof the Second Party/Developers/ Builders shall have complete domain and control over the Subject Property i.e. the First Schedule property with full, free and unfettered rights and liberty to develop the same by way of construction of sets of multi storeyed buildings thereon in terms of sanction to be obtained by the Bidhannagar Municipal Corporation Authority and all as the Second Party/Developers/ Builders may deem fit and proper and to deal with the same fully and in all manner.
- 3.4. The First Party's/Land Owners' Allocation shall be constructed or caused to be constructed by the Second Party/Developers/Builders and the First Party/Land Owners shall own and be absolutely entitled to the same and shall also have the right to deal with and transfer the same on and subject to the terms and conditions hereinafter contained. Save and except the First Party's Allocation, the First Party/Land Owners shall have no right, title and interest in the other parts of the Building or Buildings in the Project Site or the Complex. The Second Party/ Developers/Builders shall construct the multi storeyed buildings in the FIRST SCHEDULE property at its own costs and expenses and the Owners i.e. the Party of the First Part shall not spend even a single coin towards the construction work, and the Second Party/ Developers/ Builders shall own and be absolutely entitled to the same and shall be entitled to hold or deal with, Transfer or commercially exploit the same or any part or share thereof fully and in all manner.
- 3.5. The allocation and delivery of the First Party's/Land Owners' Allocation is subject to successful acquisition and inclusion of the Project Site by the Second Party/ Developers/Builders or such part thereof as the Second Party/Developers/Builders may deem to be sufficient for the Project, however in strict compliance with the terms herein contained.

**ARTICLE-IV OBLIGATIONS OF FIRST PARTY:**

**PART-I SUBJECT PROPERTY ATTRIBUTES:**

4. **ATTRIBUTES:** In connection with the Subject Property i.e. FIRST SCHEDULE property, the First Party/Land Owners shall be bound to comply with and meet the following criterions and requirements.
- 4.1. **MARKETABLE TITLE:** The Subject, i.e. FIRST SCHEDULE property and each part thereof is and shall be absolutely freehold property with good and marketable title. The First Party/Land Owners shall submit all relevant documents, papers and title deeds and answer or cause to be answered and complied with all requisitions-on-title as may be made by the Second Party/Developers/Builders.



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- 4.1.1. The Second Party / Developers / Builders shall be at liberty to publish notices and advertisements in newspapers about the development of the Subject Property i.e. the First Schedule property or any part thereof and any objection or claim of any person due to any reason whatsoever shall be dealt with and settled and cleared by the parties hereto jointly, saving any dispute other than right, title and interest of the Land Owners in the FIRST SCHEDULE property.
- 4.1.2. **FREE OF ENCUMBRANCES:** The Subject Property and each part thereof is and shall be free of and from all kinds of Encumbrances including, but not limited to mortgages, charges, liens, hypothecations, lispendens, attachments, leases, tenancies, occupancy rights, bargadar (if applicable), licenses, uses, debutters, trusts, wakf, acquisition, requisition, vesting, claims, demands and liabilities whatsoever or howsoever. The Subject Property and each and every part thereof shall also be free from any vesting under the Estates Acquisition Act, the Land Reforms Act and/or the Urban Land (Ceiling & Regulation) Act or any other law and there shall be no restriction or prohibition under the said or any other laws for its Development and Transfer in any manner. Furthermore, no part of the land shall be owned by or belonging to Schedule Tribe and there shall be proper no lien custody of all original title deeds and government and municipal records in respect of the Subject Property i.e. the First Schedule property and every part thereof.
- 4.1.3. **PHYSICAL POSSESSION:** The possession of the Subject Property i.e. the First Schedule property shall be delivered to the Second Party i.e. the Developers/ Builders in complete vacant peaceful condition, butted bounded and well demarcated simultaneously with the execution hereof or soon thereafter;
- 4.1.4. **TITLE DEEDS:** The First Party i.e. the Land Owners shall deliver all original title deeds, 2 (two) nos. deed of declaration and link deeds at the time of delivery of physical possession of the allocated areas of the Owners by the Developers/Builders, that apart the Owners shall deliver all certified copies thereof including records of rights, C.S., R.S. & L.R. Parcha, correction of Municipal Record<sup>l</sup> stands in the name of dead person, upto-date Govt. Rent Receipt and Municipal Tax Receipt and other papers and documents of title relating to the Subject Property to the Second Party/ Developers/Builders at the time of execution and registration of Development Agreement and the General Power of Attorney under accountable receipts.
- 4.1.5. **USE OF TITLE DEEDS:** The Second Party/ Developers/ Builders shall be entitled from time to time and at all times to produce, submit, deliver, give copies and extracts of and from the said original documents or certified copy (in case of registered Deed of Partition) before government



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and semi government bodies and authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi judicial forums, service providers and other persons and authorities as may be required. The Second Party/Developers/Builders shall also be entitled to produce and give originals of the said documents or copies and extracts of and from the said original documents before banks or other financial institutions who would be providing finance/loans/ advances to the Second Party/Developers/Builders or its intending purchaser or purchasers and also provide copies to any financier giving loans or advances to any Transferee.

## **PART-II — PRE-DEVELOPMENT COMMENCEMENT OBLIGATIONS**

4.2. **PRE-DEVELOPMENT COMMENCEMENT ATTRIBUTES:** the First Party i.e. the Land Owners shall do and comply with the following;

4.2.1. **MUTATION:** The names of the First Party i.e. the Land Owners, shall have to be recorded in the present Municipal Authority viz. The Bidhan Nagar Municipal Corporation Revenue Department, Govt. of West Bengal in respect of the First Schedule property at their own responsibilities well ahead of starting of construction work;

4.2.2. **CORRECTION OF RECORDS AND RECTIFICATION OF DEFECT/ DEFICIENCY:** In case the records of the B.L. & L.R.O, Rajarhat and present Bidhan Nagar Municipal Corporation or any other concerned authority require any correction or rectification or change, the First Party/Land Owners, shall cause the same, defect or deficiency in any records in respect of the Subject Property or any part thereof or in the title of the Subject Property or any part thereof whether detected before or after transfer or delivery of the same to the Second Party/Developers/ Builders, shall be removed, rectified and remedied by the First Party/ Land Owners immediately, at their own costs and expenses and in all other matters including the Development of the First Schedule property and transfer of all constructed areas in respect of the Developers'/Builders' allocation and all other matters incidental thereto shall be resolved by the Second Party/Developers/Builders with active assistance of the Land Owners;

4.2.4. **CLEARANCES:** The First Party, Land Owners shall apply for and obtain any approval, permission, No-Objection Certificates and/or clearances that may be required for making the Subject Property i.e. the First Schedule property or any part thereof fit for Development as envisaged herein and also those that may be required in respect of the ownership and title to the Subject Property i.e. the First Schedule property.

## **PART-III — COSTS & EXPENSES IN RESPECT OF THE FIRST PARTY'S OBLIGATIONS**



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- 4.3. **COSTS AND EXPENSES FOR OBLIGATIONS OF FIRST PARTY:** It has been mutually agreed between the First Party/Land Owners and the Developers/Builders that the costs and expenses for payment of Municipal tax and land revenue in respect of the Subject Property i.e. the First Schedule property will be borne solely by the First Party/Land Owners till the day of execution of these presents, but rent and taxes thereafter shall be paid and borne by the Second Party/Developers/ Builders.

**ARTICLE - V # RIGHTS AND OBLIGATIONS OF THE SECOND PARTY:**

**PART I # OVERALL PLANNING:**

5. **PLANNING:**

- 5.1. The Second Party/Developers/Builders shall develop the Complex at the Project Site i.e. the "First Schedule Property" by constructing one or more multi storeyed building or buildings and other constructed and/or open areas thereat. The Second Party/Developers/Builders agrees that the entire planning and layout for the development of the Project Site, including, inter alia, on the aspects of the Development shall be done by the Second Party/Developers/ Builders including as regards the manner or type of construction to be undertaken at the Project Site i.e. in the First Schedule property, the total constructible area etc. All decisions of the Second Party/Developers/Builders and its experts, engineers, planners, architects etc. in the above regard as also on the following aspects shall be final and binding upon the First Party/Land Owners:

- i) The planning of the building complexes and the decision on one or more multi-storeyed Buildings;
- ii) The number and area of Residential Units and Non Residential Units in one or more multi storeyed Buildings and other portions of the Project Site i.e. at the First Schedule property;
- iii) The identification and demarcation of portions of the Project Site and/or the multi-storeyed Buildings thereon for the different uses;
- iv) The Parking Areas, bays and facilities for Transferees, visitors and outsiders.
- v) The specifications for construction, fittings, fixtures and all equipments and installations at the Project Site i.e. in the First Schedule property;
- vi) The planning, commencement and/or continuance or non continuance of construction and development of the Project Site in such phases as the Second Party/ Developers / Builders may deem fit and proper.

- 5.2. **SURVEY & SOIL TESTING:** The Second Party/Developers/ Builders shall at its own costs and expenses carry out necessary survey and soil testing and other preparatory works in respect of the Subject Property i.e. in the First Schedule property if and to the extent required.

**PART II # BUILDING PLANS AND APPROVALS FOR DEVELOPMENT:**



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- 5.3. **BUILDING PLANS PREPARATION AND SANCTION:** The Second Party/Developers/Builders shall at its own costs and expenses from time to time cause to be prepared and sanctioned the plans for the constructions at the Project Site i.e. at the First Schedule property and or at the proposed amalgamated property as defined above. The Second Party may prepare single or multiple building plans in respect of the Development of the Project Site or any part/phase or block thereof and to apply for and obtain sanction on phase wise or block wise manner from time to time.
- 5.4. **MODIFICATIONS & ALTERATIONS:** The Second Party/Developers Builders shall be entitled from time to time to cause modifications and alterations to the building plans or revised building plans in such manner and to such extent as the Second Party/Developers/ Builders may, deem fit and proper.
- 5.5. **SIGNATURE AND SUBMISSION:** The First Party/Land Owners shall sign, execute, submit and deliver all applications, undertaking, declaration, affidavit, plans, letters and other documents and to do all acts deeds and things as may be required by the Second Party/ Developers/Builders in connection with obtaining of sanctions and approvals required to be obtained by the Second Party/Developers/ Builders for commencing or carrying out any construction or development work relevant to the Project Property i.e. at the First Schedule property either independently or amalgamatedly.
- 5.6. **APPROVALS FOR DEVELOPMENT:** The Second Party/ Developer/ Builder shall in its own name or in the name of the First Party/Land Owners, as the case may be, apply for and obtain all permissions, clearances, no objection certificates and other approvals required for carrying out any development at the Subject Property or any part thereof, including those required- from Pollution Control Authority, Fire Service Authorities, Police Authorities, Municipal Authority any other Statutory Authorities, at its own costs and expenses.

### **PART III # CONSTRUCTION:**

- 5.7. **BOUNDARY WALLS:** The Second Party/Developers/Builders at its own costs and expenses shall be entitled to construct boundary walls to secure the Subject Property i.e. the First Schedule property or any part thereof as and when deemed fit and proper.
- 5.8. **CONSTRUCTION:** The Second Party shall construct and build the multi-storeyed Buildings and erect and install the Common Portions relevant to the use of the Owners/Occupiers in the project Complex in accordance with the Planning of the Second Party, Developers/ Builders and upon due compliance of the Building Plans and laws affecting the same. The Second Party, Developers/Builders shall have the sole and complete rights and obligations in respect of all aspects of development and construction including the construction, elevation, beautification, pathways, walkways, driveways, division



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or demarcation of the Project Site into different portions by way of walls or fencing or any other means whatsoever, signages may be put up etc.

- 5.9. **GOOD CONSTRUCTION:** The Second Party Developers/ Builders shall cause the construction in a good and workman like manner with good quality 1<sup>st</sup> class building materials.
- 5.10. **UTILITIES:** The Second Party Developers/Builders shall be entitled to use the existing connections if there be any, and/or apply for and to obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the Project site at the First Schedule property.
- 5.11. **GENERAL AUTHORITY:** The Second Party/Developers/ Builders shall be authorised and empowered in its own name and also in the name of the First Party/Land Owners, in so far as may be necessary, to apply for and obtain all permission, approval and clearances from any authority whether local, state or central for the construction of the Project and also to sign and execute all plans, sketches, papers and applications and get the same submitted to and sanctioned by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the Project Site at the First Schedule property or any portion thereof and/or for obtaining any utilities and permissions.
- 5.12. **CONSTRUCTION TEAM:** The Architect and the entire team of people required for Planning and Constructions at the Project Site at the First Schedule property shall be such person as may be selected and appointed by the Second Party/Developers/ Builders in its sole discretion.
- 5.13. **TIME FOR CONSTRUCTION:** Subject to the First Party i.e. the Land Owners not being in default in compliance of their obligations hereunder, the Second Party/Developers/Builders shall complete and deliver the First Party's/Land Owners' Allocation to the First Party/Land Owners in the manner mentioned hereinafter within **24 (twenty four) months with 6 (six) months outer limit** and that has to be calculated from the date of handing over peaceful vacant possession of the Project Site i.e. the First Schedule property in favour of the Developers/ Builders or from the date of approval or sanction of structural buildings and project plans, whichever is later.
- 5.14. **PART-IV # COSTS OF CONSTRUCTION:**
- 5.15. **COSTS OF CONSTRUCTION:** Unless otherwise expressly mentioned herein, all costs and expenses for Planning, preparation and sanctioning of Building Plans and construction of the entire project comprising of sets of multi-storeyed buildings and other construction including other amenities, lifts and other



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installations, fittings and fixtures etc. as per sanction plan to be completed in all respect and in terms hereof shall be borne and paid by the Second Party/Developers/Builders. The Land Owners shall not spend even a single coin for the purpose of construction work in the First Schedule property i.e. at the Project Site.

**ARTICLE VI # FIRST PARTY'S ALLOCATIONS AND DEMARCATION AND IDENTIFICATION:**

**6. FIRST PARTY'S/LAND OWNERS' ALLOCATION:**

6.1.1. **FIRST PARTY'S ENTITLEMENT:** The First Party/Land Owners shall be allocated constructed areas as mentioned in the SECOND SCHEDULE along with proportionate share in land underneath and such entitlement shall mean and include residential flats, parking space, commercial spaces along with all common areas and facilities.

6.1.2. **SPECIFICATIONS:** The Second Party/Developers/Builders shall complete the Residential Units comprised in the First Party's Allocation with the Specifications as mentioned in the FIFTH SCHEDULE hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

6.1.3. **ALLOTMENT:** It is expressly agreed and understood by and between the parties in this regard that the location of the First Party's/Land Owners' Allocation shall be in the floors in respect of commercial areas, flats, parking space and other constructed areas in the multi-storeyed buildings under several blocks and the same mentioned in the SECOND SCHEDULE would be "ear-marked" soon after obtaining the sanction of the buildings or project plan. The Second Party/Developers/Builders shall be made and/or issue an allotment letter in writing allotting the Unit or Units on the following conditions:

- i) In case the total super built-up area in the allotted Unit is more than the First Party's/Land Owners' Entitlement, then for the differential area, the First Party/Land Owners shall be liable to pay to the Second Party Developers/Builders, the consideration calculated at the booking rate at which the Second Party would be marketing similar Units in the Project at the material time if any discrepancy if so arises;
- ii) In case the total super built-up area in the allotted Unit is less than the First Party's/Land Owners' Entitlement, then for the differential area, the Second Party Developers/Builders shall be liable to pay to the First Party/Land Owners, the consideration calculated at the booking rate at which the Second Party/ Developers/Builders would be marketing similar Units in the Project at the material time;
- iii) On the failure of either party to pay the differential consideration in terms of the above sub-clauses, the defaulting party shall be liable to pay



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interest on the amount. The Developers/Builders shall furnish unto the First Party/Land Owners, their possession certificate;

- 6.1.5. **VARIATION OF ALLOTMENT:** In case due to any change in the Planning in respect of the Project or due to reduction of the area of the First Party's/Land Owners' Entitlement due to any reasons, the location of the Buildings or the First Party's Allocation is desired or required to be changed and subject to approval of the Land Owners, the Second Party/ Developer/Builder shall be free to change such location at the request of the Land Owners.
- 6.1.6. **CONSEQUENCES ON SANCTION OR MODIFICATION OF BUILDING PLANS:** In case upon sanction of the Building Plans or due to any modification of the Building Plans the location, dimension or area of any part of the Unit comprised in the First Party's/Land Owners' Allocation are required to be varied or changed, the Second Party shall be free to make such variation.
- 6.1.7. **FIRST PARTY'S ALLOCATION:** The Unit to be allotted to the First Party/Land Owners in terms of clause 6.1.1 hereto subject to any changes or variations in terms of clause 6.1.3 and/or 6.1.5 hereto shall be the First Party's/Land Owners' Allocation.
- 6.2. **SECOND PARTY'S ALLOCATION:** Except the entitlement of the First Party/Land Owners as regards the First Party's Allocation, the First Party/Land Owners shall not have any right, title or interest in the Project Site or Complex or the Buildings or any parts thereof which shall all comprise in and belong to the Second Party/Developers/ Builders.
- 6.3. **COMMON PORTIONS:**
- 6.3.1. The First Party/Land Owners shall have the right to use such of the Common Portions as may be identified by the Second Party/ Developers/Builders for the beneficial use and enjoyment of the First Party's Allocation.
- 6.3.2. The Second Party shall provide for the availability of Common Portions on a phase wise basis providing for —
- i) Passages and pathways for ingress and egress by the First Party/Land Owners in respect of the First Party's Allocation along with other co-owners/occupiers of the premises;
  - ii) electricity, drainage and sewerage and water connections;
  - iii) lifts and staircases in the Buildings;
  - iv) any other area, installation or facility that the Second Party/ Developer/Builder may provide at its sole discretion.
- 6.3.3. The Second Party shall be entitled:-
- i) to erect, install and/or operationalize the Common Portions in phases in accordance with the specification and in terms of the sanctioned building plan or plans;



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- ii) Until completion of the Development of the entire Project Site or until such earlier time as the Second Party may deem fit and proper, to allow or permit only provisional and/or partial use of any of the Common Portions;
- iii) to change the location, dimension, capacity or any other physical or in-built specifications of any Common Portions in phases and from time to time to erect, install or shift any Portion into any new phase or other portions of the Project Site in the "First Schedule plot of land";
- v) to effect temporary closure, shifting, relocating, change of capacity, dimension, physical or in-built specifications or any other addition or alteration to any of Common Portion, however with the concurrence of all the Land Owners.

6.3.4. The Second Party shall be free to impose restrictions and conditions for the use of the Common Portions;

6.3.5. The Second Party shall be free to alter the location or areas of the Common Portions within any Phase and between different phases from time to time without the consent of the Land Owners;

6.4. **SIGNAGES:** Notwithstanding the other provisions hereof, it is expressly agreed that the Second Party shall have the sole and exclusive rights in respect of putting up or allowing to be put up signages, hoardings, banners, etc., at the Project Site and/or any other constructed and open spaces thereat for the purpose of the project.

6.5. **SUPER BUILT-UP AREA:** The super built-up area in respect of all the Units in the Project (including those forming part of the First Party's Allocation) shall be the built up area of the concerned Unit together with such proportionate area of the Common Portions as would be determined by the Second Party.

6.6. **DELIVERY OF UNITS AND COMMERCIAL SPACES COMPRISED 'IN THE FIRST PARTYS' ALLOCATION:** Unless the First Party's Allocation is sold to any third party, the delivery of the First Party's Allocation to the First Party/Land Owners shall be made by a written notice by the Second Party offering the First Party/Land Owners to take possession thereof within 30 days from the date of completion in habitable condition and strictly in terms of the specification and sanctioned building plan.

6.6.1. Before issuing notice to the First Party/Land Owners to take possession of the First Party's Allocation of the First Party/Land Owners as aforesaid, the Second Party shall construct and complete the same with availability of temporary or permanent water, electricity and drainage connections and obtain Completion Certificate of the Architect in respect thereof. Notwithstanding such delivery of possession of the First Party's Allocation, the Second Party shall complete the finishing works that may remain incomplete for the concerned Phase



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subsequently with issuance of completion certificate from the local Municipal Authority.

6.6.2. The First Party/Land Owners hereby confirms and accepts as follows:-

- i) That construction work and related activities shall continue to be carried on in the Project Site in respect of the same or remaining phases and the use of the First Party's Allocation shall be subject to the inconveniences caused thereby and also be subject to such additions and alterations in the infrastructure support systems, pipelines, wires and cables etc., as may be necessary.
- ii) All the Common Portions may not be completed before the final completion of the entire development;
- iii) The elevation works and decoration and beautification works, relief and land layout works, permanent connections relating to the common amenities may be part of the last phase of construction at the Project Site in the First Schedule property;

6.7. **CONDITIONS ATTACHED TO OWNERSHIP OF FIRST PARTY'S ALLOCATION:** Upon identification of the First Party's Allocation in terms hereof, the First Party/Land Owners shall enter upon necessary agreements in respect thereof recording such allocation and also containing the covenants, conditions and restrictions regarding the ownership user and enjoyment of the First Party's/Land Owners' Allocation. The First Party/Land Owners at their own option may get the First Party's/Land Owners' Allocation registered in the name of the First Party/Land Owners or their nominees or assignees at their own choice without any concurrence of the Second Party, however after delivery of physical possession in their favour in terms of this Memorandum of Agreement.

6.8. **SEPARATE CONFIRMATION:** Subject to consent or approval, if any, required by the First Party, the Second Party will confirm handing over of possession of the First Party's/Land Owners' Allocation to the First Party vide a letter printed on non - judicial stamp paper of denomination of rupees fifty mentioning the details of the First Party's/Land Owners' Allocation therein vide in the manner prescribed in the table under **SECOND SCHEDULE** hereunder written.

6.9. **TIME FOR COMPLETION OF FIRST PARTY'S/LAND OWNERS' ALLOCATION:** The First Party's/Land Owners' Allocation will be handed over to the First Party/Land Owners within a period of 24(twenty four) months with a grace period of six(6) months from the date of delivery of peaceful vacate possession of the land to the Developer or from the date of sanction of the building plan which ever is later as recited and agreed hereinabove in the body of this Memorandum of Agreement and in terms of the specification described in the **FIFTH SCHEDULE** hereunder.

**ARTICLE VII # TRANSFER, REALIZATION & DEVELOPMENT AND TRANSFER OF NON RESIDENTIAL BLOCKS AND FACILITIES:**

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7. **TRANSFER OF INDIVIDUAL ALLOCATIONS:**

7.1. **TRANSFER OF THE SECOND PARTY'S ALLOCATION GENERALLY:** The Second Party shall be free to deal with, Transfer or part with possession of any part of the Second Party's Allocation to its Transferees without any interference or obstruction from the First Party/Land Owners, provided always final transfer of Second Party's allocated areas by way of registration of Deed of Covneyance/s shall be done after delivery of allocated areas of the First Party/Land Owners in well and habitable condition both in the residential as well as commercial areas.

7.2. **RIGHT TO TRANSFER ALLOCATIONS AND CONDITIONS GENERALLY AFFECTING THE SAME:** The First Party and the Second Party shall be entitled to Transfer their Allocations to such person and at such price/consideration as they may respectively deem fit and proper Provided However That

- i) The First Party/Land Owners shall execute and register the sale deeds and other instruments in respect of sale or transfer of the First Party's/Land Owners' Allocation, after taking over delivery of physical possession from the Second Party;
- ii) Any transfer by the First Party/Land Owners shall be at their own risks and consequences;

7.2.2. **OTHER CONDITIONS AFFECTING TRANSFER OF ALLOCATIONS:** Save and subject to any restriction, condition, limitation and provision contained elsewhere in this agreement:-

- i) The First Party/Land Owners do hereby also accord their consent and authorization to the Second Party to enter into the agreements and contracts with the prospective Transferees in respect of the Second Party's Allocations or any part thereof without making or creating any liability on the First Party/Land Owners. However, if so required by the Second Party, the First Party/Land Owners shall, notwithstanding the consent and authorization above, and without claiming any consideration or money, join in as confirming party to all such agreements and contracts agreeing and confirming, inter alia, thereunder to convey or transfer their title in respect of the proportionate undivided share in the land to the prospective Transferees of the Allocation of the Second Party;
- ii) The Second Party doth hereby also accord their consent and authorization to the First Party/Land Owners to enter into the agreements and contracts with the prospective Transferees/ Buyers in respect of the First Party's/Land Owners' Allocation upon completion of the construction without making the Second Party a party thereto.
- iii) The First Party/Land Owners would execute and register the sale deeds and other instruments of transfer to complete the sale or transfer of the undivided shares in the land of the Subject Property i.e. the First Schedule property or any part thereof in favour of the prospective Transferees/Buyers.



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**7.2.3. REALIZATION AGAINST INDIVIDUAL ALLOCATION AND APPROPRIATION:**

- i) All amounts and consideration receivable by the Second Party under any agreements, contracts and deeds in respect of the Second Party's Allocation shall be to the account of and shall be received, realised and appropriated by the Second Party exclusively and the First Party/Land Owners shall have no concern therewith.
- ii) Subject to the other provisions hereof, all amounts and consideration receivable by the First Party/Land Owners under any agreements, contracts and deeds in respect of the First Party's/Land Owners Allocation shall be received, realised and appropriated by the First Party/Land Owners exclusively and the Second Party shall have no concern therewith.

- 7.3. PROVISION FOR NON-RESIDENTIAL DEVELOPMENT:** The Second Party/Developers/Builders shall be at liberty to plan and construct, Non Residential Units and/or non residential buildings/ blocks at the Project Site or any phase thereof. In such non-residential Units/buildings/blocks the party of the First Part/Land Owners shall have their own allocated areas.

**ARTICLE VIII # ADVANCE:**

**8. TOTAL NON-REFUNDABLE CONSIDERATION AMOUNT:**

- 8.1. Beside the Owners' Allocations and subject to the other terms hereof, the Second Party has agreed to pay a sum of **Rs. 15,00,000/- (Rupees Fifteen Lakhs Only)** to the Land Owners as non-refundable and non-adjustable consideration.

**ARTICLE IX # EXTRAS & DEPOSITS, COMMON PURPOSES AND TAX LIABILITIES**

**9. EXTRAS AND DEPOSITS:**

- 9.1. EXTRAS which shall include all costs, charges and expenses on account of HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts and deposits payable to the electricity service provider, all costs, charges and expenses on account of one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like), Cost of formation of service maintenance company/society, Club Membership and Usage charges, Additional Facility or Utility Charges etc., and all other extras, costs and charges incidental thereto that may be charged by the Second Party/ Developers/Builders from the Transferees of both the parties including the Land Owners/Party of the First Part and or their nominee/s i.e. to say all the occupants and occupiers within the Housing Project.

**10. COMMON PURPOSES:**

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- 10.1. The First Party/Land Owners and any Transferee of the First Party's Allocation shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Second Party and adopted for or relating to the Common Purposes.
- 10.2. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer of their respective allocations or any part thereof, the First Party shall necessarily incorporate all rules, regulations, restrictions and conditions framed by the Second Party as aforesaid.
- 10.3. The expression "Common Purposes" shall mean and include the purpose of maintaining, administering, up-keep and security of the developments at the Project Site or any part thereof and in particular the Common Portions; rendition of common services in common to the occupants and Transferees of the developments at the Project Site; collection and disbursement of the common expenses; the purpose of regulating mutual rights obligations and liabilities of occupiers of the Project; and dealing with all matters of common interest of the occupiers of the Project.
- 10.4. **MAINTENANCE IN-CHARGE:**
- 10.4.1. The Second Party shall upon completion of the construction of the Housing Project or any phase thereof as the Second Party may deem fit and proper form an Association (which may be a Society or Company or Association or Co-operative Society as may be deemed proper and expedient) for the Common Purposes and till such time as the Association is formed the Second Party or its nominee shall be in charge for the Common Purposes till such time as the Second Party desires to keep such charge;
- 10.4.2. In case the Second Party communicates the First Party and other Transferees to form such Association, they shall be bound to form the same within the period stipulated by the Second Party failing which the Transferees collectively shall be responsible for the role of the Association.
- 10.4.3. Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Second Party shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions as the Second Party may deem fit and proper. All charges of such agencies and organizations shall be part of the Common Expenses;
- 10.4.4. Notwithstanding any formation of Association or handover of charge to it, neither the Association nor the members thereof or any Transferee shall be entitled to frame any rule or regulation or decide any condition which may affect any right or privileges of the parties hereto.



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10.4.5. The expression "Maintenance-in-charge", shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and till such time the Association is formed and takes charge of the acts relating to the Common Purposes mean the Second Party or the Transferees (collectively) as the case may be in terms of Clause 10.4 and sub-clauses thereof.

## **ARTICLE X # COVENANTS**

### **11. COVENANTS BY THE FIRST PARTY:**

11.1. The First Party do hereby covenant with the Second Party as follows:-

11.1.1. That each and every representation made by the First Party/Land Owners 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 Owners.

11.1.2. That with effect from the date of execution hereof, the First Party/Land Owners 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.

11.1.3. The First Party/Land Owners 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/Developers/Builders.

11.1.4. That the First Party 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.

11.1.5. That the First Party/Land Owners shall not cause any interference or hindrance in the sanction/modification/alteration of Sanction Plans 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.

11.1.6. 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,



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papers, documents, powers and authorities as may be lawfully or reasonably required by the Second Party from time to time.

11.1.7. It is bi-laterally agreed in between the parties hereto that the First Party, Land Owners 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 Owners.

11.1.8. It is bi-laterally agreed in between the parties hereto 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.

11.2. **COVENANTS BY THE SECOND PARTY:** The Second Party do hereby covenant with the First Party as follows:-

11.2.1. The Second Party doth 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.

#### **ARTICLE XI # FORCE MAJEURE:**

12. Force Majeure :

12.1. Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise out of a breach or default by such Party of any of its obligations under this Agreement but which arises from, or is attributable to.

- i) Fire, Flood, Earthquake, storm, lightning, epidemic, disaster or such other unforeseen natural calamities;
- ii) Riots, civil commotion and disturbances, disorder, insurgency, explosion, enemy action or war or military operations or terrorist action;
- iii) Interruption in the supply of utilities required in the Project;
- iv) Shortage/Stoppage in the supply of materials and equipments required in development of the Project;
- v) Injunctions/orders of any government, civic bodies, municipal bodies or from any Court of Law having jurisdiction over the property or other statutory bodies or other authorities restraining the implementation of the Project;
- vi) Changes in law, notifications and/or government orders materially affecting the continuance or implementation of the Project;



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- 12.2. Notwithstanding anything elsewhere to the contrary contained in this agreement, the parties hereto shall not be considered to be in default in performance of the obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the force majeure and time for performance shall remain suspended during the duration of the force majeure.

**ARTICLE XII # POWERS OF ATTORNEY AND OTHER POWERS:**

**13. POWERS BY FIRST PARTY:**

- 13.1. The First Party/Land Owners shall simultaneously with the execution of these presents shall execute and/or register one or more Powers of Attorney in favour of the Second Party's nominated Director namely, **Sri Sanjeeb Gupta**, as the Constituted Attorney of the Landowners. Further more the First Party shall cause to execute and register such Power of Attorney also in favour of any other Directors/Persons if so be nominated and asked by the Second Party in future.
- 13.2. It is 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 the purpose 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 Party.
- 13.3. The said Power or Power Of Attorney so to be granted by the First Party/Land Owner in favour of the Second Party/ Developer/Bulider and/or its 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; and the said Power or Powers of Attorney shall be fully valid, enforceable and binding on the First Party till the "SAID PROPERTIES" and the entire Housing Project is fully and properly developed by the Developer/ Bulider and that the transfer and/or conveyances of the flats, car parking spaces, shops/commercial spaces and others together with undivided proportionate share of the land under the Developer's Allocations are registered and conveyed to the purchasers and Association of Apartment Owners is registered and starts



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functioning, and as such the First Party shall not be entitled to revoke, modify or alter the same without the prior written consent of the Second Party.

- 13.4 Since the said General Power of attorney and all other additional powers and authorities so to be executed and granted by the First Party as the Landowners are in relation to this Development Agreement, the same and all such additional powers and authorities shall be read and interpreted analogously considering both the documents a single document and transaction for its legal interpretation.

#### **ARTICLE-XIII # MISCELLANEOUS:**

##### **14. MISCELLANEOUS:**

- 14.1. **PROPERTY TAXES AND OUTGOINGS:** Until fulfillment of all obligations of the First Party hereunder, all taxes and outgoings (including arrears) on account of municipal tax, land revenue, land tax, electricity charges and others shall be borne and paid by the First Party/Land Owners till this day of execution of these presents and those arising for the period thereafter shall be borne and paid by the Second Party provided that upon construction of each phase of the Project, all taxes and outgoings in respect of the respective Allocations of the parties in such phase shall be borne paid and discharged by them;
- 14.2. **INDEMNITY BY FIRST PARTY:** At all times hereafter the First Party hereto shall indemnify and agree to keep the Second Party, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Second Party and arising due to any representation of the First Party being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the First Party.
- 14.3. **INDEMNITY BY SECOND PARTY:** At all times hereafter the Second Party hereto shall indemnify and agree to keep the First Party, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the First Party and arising due to any act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Second Party. The Second Party shall be liable for any lapses or accident during construction of the Complex or in the workmanship as mentioned herein.
- 14.4. **NO PARTNERSHIP OR AOP:** The First Party and the Second Party have entered into this Agreement purely as a principal to principal and nothing contained herein shall be deemed to be or construed as a partnership between



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the Parties in any manner nor shall the Parties constitute an association of persons.

- 14.5. **WAIVERS**: Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion.
- 14.6. **MODIFICATIONS**: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the parties herein.
- 14.7. **CUSTODY OF ORIGINAL AGREEMENT**: This original agreement will be kept by the Second Party in its custody and the Second Party will provide the First Party with a photo copy of this agreement authenticated as a True Copy for the First Party's record.

#### 15 **ARBITRATION :**

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

#### 16. **JURISDICTION:**

Subject to the provisions made under Clause – 15 above, only the Courts within the Jurisdiction of North 24-Parganas District at Barasat shall have the jurisdiction to entertain, try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith.

#### **THE FIRST SCHEDULE ABOVE REFERRED TO:** **(Subject Property i.e. the property to be developed)**

**ALL THAT** piece and parcel of Bastu Land measuring **18 decimals equivalent to 10 (ten) Cottahs 14 (fourteen) Chittacks 10.8 (ten point eight) Square Feet** be the same a little more or less Togetherwith **400 sq. ft. R.T. Shaded Structure** appertaining to and being part of C. S. Dag No. 3230, corresponding to R.S as well L.R. Dag No.2209/3078, C. S. Khatian No. 10, R. S. Khatian No. 17, L. R. Khatian No.2767 at present L.R. Khatian Nos. 11554, 11688, 11555 & 11556, Ra-sa No. 140, Touzi No. 2998, Pargana Kolkata, J. L. No. 2, Mouza : **GOPALPUR**, part of Municipal Holding



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Nos. RGM – 7/419, 7/420, 7/421 and 7/422, BL–H Kali Park within Ward No. 7 of Rajarhat–Gopalpur Municipality at present within Bidhan Nagar Municipal Corporation, Additional District Sub-registration Office : Bidhannagar (Salt Lake City), Police Station : previously Rajarhat at present Airport, District : North 24 Parganas with all sorts of rights of easement and hereditaments annexed thereto, and the Said Land to be developed has been shown and delineated in the Map or Plan annexed hereto with "RED" border and the said Map or Plan is to be treated as a part of this Development Agreement and butted and bounded by :-

On the North : By 15 decimals of land under development comprised in R.S as well L.R. Dag No. 2209;  
 On the South : By 91 Bus route;  
 On the East : By Saptarshi Apartment and 12 feet wide road;  
 On the West : By Bank of the pond and thereafter Sonu Paradise.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**  
 (First Party's/Land Owners' Allocation)

The allocation of the Land Owners/Party of the First Part shall be as under: -

a) The Land Owners shall jointly get 33% (thirty three percent) of the total built up areas containing Commercial areas, Car Parking spaces, Residential Flats/Units, and other constructed areas in average floors in all the Buildings along with proportionate, undivided and impartable share in land and along with all sorts of rights of easements and right to common users in common areas in the multi-storeyed building or buildings to be constructed in and over the First Schedule property.

b) Beside the above built up areas Land Owners shall jointly get non-refundable and non-adjustable consideration sum of **Rs.15,00,000/- (Rupees Fifteen Lakh)** only from the Developers/Builders.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
 (Developers/Builders allocation)

That the DEVELOPERS'/BUILDERS' allocation shall mean and include 67% (sixty seven percent) of the total constructed areas i.e. to say other than the areas or the portions allocable to the Owners/Party of the First Part more specifically described in the SECOND SCHEDULE hereinabove under heading "Allocation of the Owners/Party of the First Part", all the remaining constructed areas in/or out of the Subject Property together with all right of easements including proportionate share in land underneath and appurtenances thereof including right of common users and that the allocated areas of the Second Party/Developers/ Builders in terms of this Memorandum of Agreement absolutely free from all encumbrances.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**PART-I**



Registrar U/S 7(2)  
District Court Registrar  
24 Fyzalji Bazar

21 DEC 2016

1. **OUTGOINGS AND TAXES:** The First Party/Land Owners binds themselves and covenants to bear and pay and discharge the following expenses and outgoings:-

- (a) Municipal rates and taxes and water tax, if any, assessed on or in respect of the First Party's/Land Owners' Allocation and the Appurtenances directly to the Rajarhat – Gopalpur Municipality Provided that so long as the First Party/Land Owners Allocation is not assessed separately for the purpose of such rates and taxes, the First Party/Land Owners shall pay the Maintenance charges in respect of the proportionate share of all such rates and taxes assessed on the said premises.
- (b) All other taxes, impositions, levies, cess, outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the First Party's/Land Owners' Allocation or the Appurtenances or the Building or the said premises and whether demanded from or payable by the First Party or the Maintenance charges and the same shall be paid by the First Party wholly in case the same relates to the First Party's Allocation and/or the Appurtenances and proportionately in case the same relates to the Building or the said premises or any part thereof.
- (c) Electricity charges for electricity consumed in or relating to the First Party's/Land Owners' Allocation and the Appurtenances (including any applicable minimum charges, proportionate share of the electricity charges for loss of electricity due to amortization and transmission).
- (d) Charges for water, and other utilities consumed by the First Party and/or attributable or relatable to the First Party's Allocation and the Appurtenances against demands made by the concerned authorities and/or the Maintenance charges and in using, enjoying and/or availing any other utility or facility, if exclusively in or for the First Party's Allocation and/or the Appurtenances, wholly and if in common with the other Co-owners, proportionately to the Maintenance charges or the appropriate authorities as the case may be.
- (e) Proportionate share of all Common Expenses (including those mentioned in FOURTH SCHEDULE herein written) to the concerned Maintenance charges. In particular and without prejudice to the generality of the foregoing, the First Party/Land Owners shall pay to the Maintenance charges, to be calculated at such rate as be decided by the Second Party. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
- (f) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the First Party.
- (g) Service Tax, Vat, GST and any applicable tax, cess, imposition or levy in respect of any amounts and outgoings payable by the First Party and also all penalty surcharge, interest, costs, charges and expenses arising out of any delay, default or negligence on the part of the First Party/Land Owners in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

Contd....



Registration  
District Sub. Registrar  
24 Pgs (N) Barasat

21 DEC 2016

**PART-II**  
**(RULES AND REGULATIONS)**

1. The First Party binds themselves and covenants:
  - (a) to use the First Party's/Land Owners' Allocation only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Second Party first had and obtained and shall not do or permit to be done any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity at the First Party's Allocation or any activity which may cause nuisance or annoyance to the Co-owners. It is expressly agreed that any restriction on the First Party/Land Owners shall not in any way restrict the right of the Second Party/Developers/Builders to use or permit any other Unit or portion of the New Building to be used for non-residential purposes.
  - (b) unless the right of parking is expressly granted to the First Party/Land Owners, the First Party shall not park any motor car at any place in the said premises (including at the open spaces at the said premises) AND if the right to park motor car is so expressly agreed to be granted, the First Party/Land Owners shall use the Parking Space(s) so agreed to be granted, only for the purpose of parking of their medium sized motor car. No construction or storage of any nature shall be permitted nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever. The First Party/Land Owners shall be entitled to get their share in the parking spaces proportionate to their allocation.
  - (c) not to grant, transfer, let out or part with the right of parking car, if such right of parking is agreed to be granted hereunder, independent of the First Party's Allocation nor vice versa, with the only exception being that the First Party may grant, transfer, let out or part with the right of parking car or the First Party's Allocation independent of the other to any other Co-owner.
  - (d) to put or install window or split model air-conditioned Unit(s) only at the place(s) and in the manner specified by the Second Party and at no other place to strictly maintain the outer elevation synergy of the Building Complex.
  - (e) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Buildings save at the place as be approved or provided by the Maintenance In-charge PROVIDED HOWEVER THAT nothing contained herein shall prevent the First Party to put a decent nameplate outside the main gate of his respective Unit. It is hereby expressly made clear that in no event the First Party shall open out any additional window or alter the size of any window as be provided in the First Party's Allocation or any other apparatus protruding outside the exterior of the First Party's Allocation.
  - (f) to apply for and obtain at their own costs separate assessment and mutation of the First Party's Allocation in the records of the Rajarhat – Gopalpur Municipality within 6 (six) months from the date of possession.
  - (g) not to commit or permit to be committed any form of alteration or changes in the First Party's Allocation or in the beams, columns, pillars of the Building passing through the First Party's Allocation or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in



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District Sub-Registrar  
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21 DEC 2010

- pipes, conduits, cables and other fixtures and fittings serving the other Units in the Building nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Buildings or any part thereof.
- (h) not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- (i) to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the First Party's Allocation at all reasonable times for construction and completion of the Building and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the First Party's Allocation within 7 days of giving of a notice in writing by the Maintenance In-charge to the First Party/Land Owners thereabout;
- (j) to keep the First Party's Allocation and walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance and exit serving any other Unit in the Buildings in good and substantial repair and condition so as to support shelter and protect the other units and/or parts of the Building and not to do or cause to be done anything in or around the First Party's Allocation which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the First Party's Allocation.
- (k) not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings, the pipes, conduits, cables, wiring and other fixtures and fittings serving the First Party's/Land Owners' Allocation and any other Unit in or portion of the Building Complex.
- (l) to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Building Complex and the Premises and other Common Purposes.
- (m) to keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said premises free from obstructions and encroachments and in a clean and orderly manner and not to deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and Installations and the said Premises or dry or hang clothes outside the First Party's/Land Owners' Allocation.
- (n) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Electricity Provider, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the First Party's Allocation as well as the user operation and maintenance of lift, generator, water, electricity, transformer, if any, drainage, sewerage and other installations and amenities at the Buildings Complex.
- (o) not to alter the outer elevation or facade or colour scheme of the New Building (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the



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place and in the manner as specified by the Second Party as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the First Party's/Land Owners' Allocation or the Buildings otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.

- (p) not to install grills the design of which have not been suggested or approved by the Second Party/Developers/Builders or the Architects.
  - (q) not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 1.1 In the event of the First Party failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the First Party under these presents and/or in observing and performing the covenants terms and conditions of the First Party hereunder then without prejudice to the other remedies available against the First Party/Land Owners hereunder.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(Specifications in respect of the Unit/s comprised in the First Party's/Land Owners' Allocation)**

1. **DOOR & WINDOW:** All door frames ( 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.

**Contd....**



Registrar U/S 7(2)  
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24 Parg (N) Barrack

21 DEC 2018

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

5. **ELECTRICAL WORKS:**

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

b. Each flat will be provided with the following electrical points:

(All switches modular type (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
Verandah	1 Light point
vi) Entrance	1 Door Bell point
Vii) Master Bedroom	1 TV Power point.
Viii) Main Door	1 Video door phone

6. **WATER:**

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

7. **PAINTING:**

Plaster of Paris inside walls

8. **OUTSIDE PAINTING:**

Snowcem 2 coats painting.

Contd....



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24 Pgs (N) Barasat

21 DEC 2016

- 9. RAILING OF STAIR CASE: Railing of Iron.
- 10. STAIR CASE PAINTING: Plaster of Paris with Colour.
- 11. LIFT: Standard Quality Lift.

**IN WITNESSES WHEREOF** the parties hereto set and subscribed their respective hands and seals on this the Development Agreement the day, month and year first above written.

SIGNED, SEALED AND DELIVERED BY THE PARTY OF THE FIRST PART/LAND OWNERS AT SALT LAKE in the presence of:

1. *Prasanna H. Das*  
134, S. S. Nagar  
Kolkata-74

2.

1. *Sulap Chakraborty*

2. *Mitali Chakraborty*

3. *Manish Kanti Chakraborty*

4. *Debjani Mukherjee*

**SIGNATURE OF THE LAND OWNERS/PARTY OF THE FIRST PART**

*Palitza Mrs Mukherjee*

SIGNED, SEALED AND DELIVERED BY THE PARTY OF THE SECOND PART/ DEVELOPERS/BUILDERS AT SALT LAKE in the presence of:

1. *Prasanna H. Das*

2. *Palitza Mrs Mukherjee*  
1/A, Sultan Alam Road  
Kolkata - 700033.

MAHAMANI PROPERTIES PVT. LTD.

*Sanyal Anup*  
Director

**SIGNATURE OF THE DEVELOPER/BUILDER**

Drafted by me













































*Aravind Kumar Singh*  
Advocate  
H/c, Calcutta  
WB/388/02.



Registrar of Companies  
North 24 Parganas  
West Bengal

21 DEC 2016

**SPECIMEN FORM FOR TEN FINGER PRINTS**

Signature of the Executants/Presentants	LEFT HAND				
	Little	Ring	Middle	Fore	Thumb
 <i>Kunal Chakraborty</i>					
	RIGHT HAND				
	Thumb	Fore	Middle	Ring	Little
					
 <i>Kitali Chakraborty</i>					
	RIGHT HAND				
	Thumb	Fore	Middle	Ring	Little
					
 <i>Masrur Hossain Chakraborty</i>					
	RIGHT HAND				
	Thumb	Fore	Middle	Ring	Little
					
 <i>Debjani Mukherjee</i>					
	RIGHT HAND				
	Thumb	Fore	Middle	Ring	Little
					







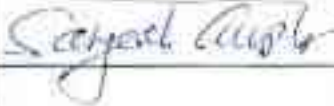







Registrar U/S 7(2)  
District Sub. Registrar II  
24 Pgs (N) Barasat

21 DEC 2016



**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



District Sub. Registrar II  
24 Pgs (N) Barasat


21 DEC 2016



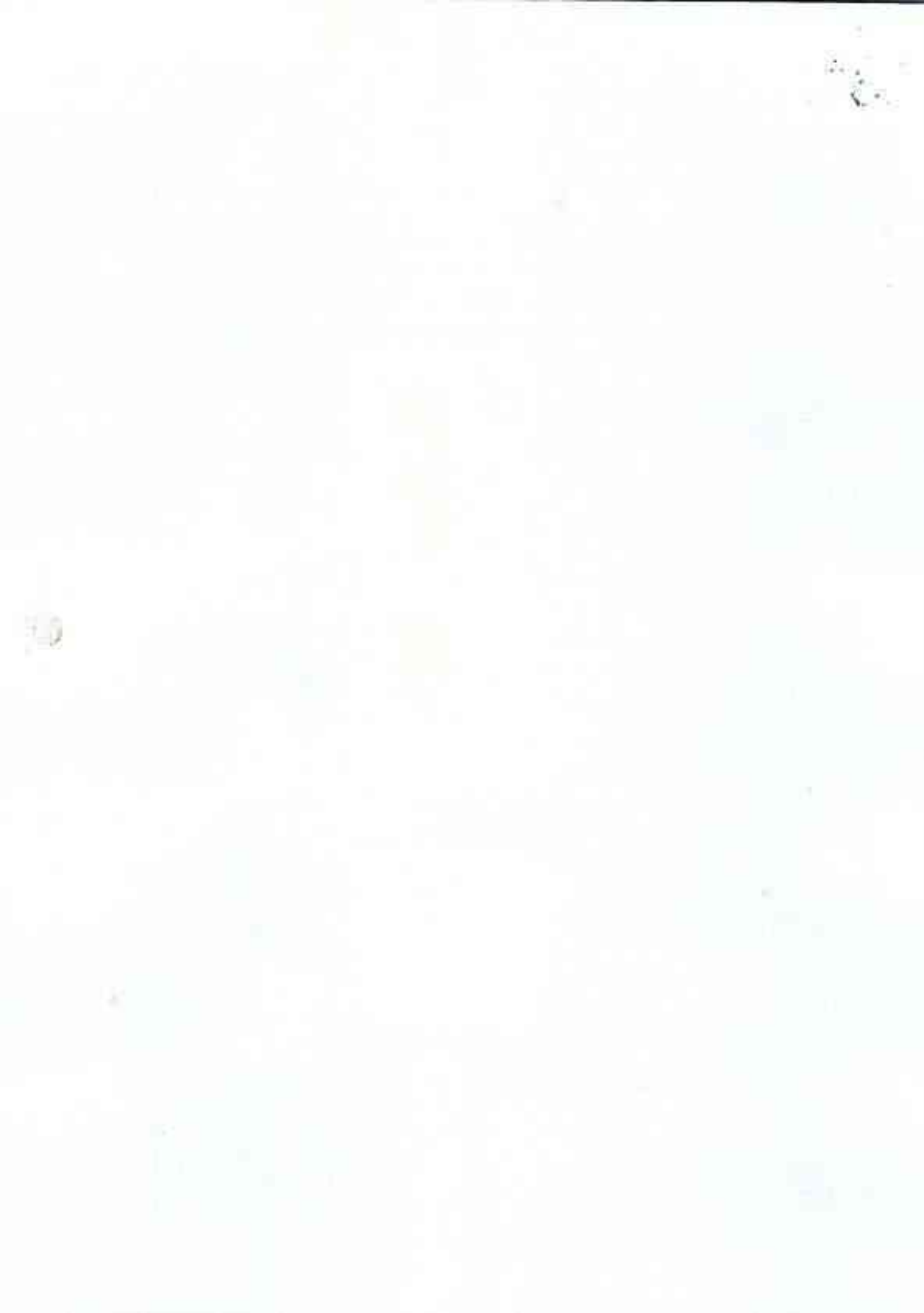
Government of West Bengal

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 15020001576723/2016

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	Shri DULAL CHAKRABORTY 142, B. K. Paul Avenue, P.O.- Sovabazar Street, P.S.- Shyampukur, District- Kolkata, West Bengal, India, PIN - 700005	Land Lord			<i>Dulal Chakraborty</i> 21.12.16
2	Smt MITALI CHAKRABORTY 142, B. K. Paul Avenue, P.O.- Sovabazar Street, P.S.- Shyampukur, District- Kolkata, West Bengal, India, PIN - 700005	Land Lord			<i>Mitali Chakraborty</i> 21-12-16
3	Shri MRINAL CHAKRABORTY, Flat No. 1, Mainak Apartment, 13/2, Khudiram Bose, P.O.- Mall Road, P.S.- Dum Dum, District-North 24-Parganas, West Bengal, India, PIN - 700080	Land Lord			<i>Mrinal Kanti Chakraborty</i> 21.12.16





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	Smt DEBJANI MUKHERJEE 1A, Sultan Alam Road, P.O.- Tallygunge, P.S.- Charu Market, District -South 24-Parganas, West Bengal, India. PIN - 700033	Land Lord			
5	Shri SANJEEB GUPTA AB-9, Salt Lake City, Sector-I, P.O.- Salt Lake, P.S.- North Bidhannagar, District-North 24-Parganas, West Bengal, India, PIN - 700064	Represent ative of Developer [MAHAMA NI PROPER TIES PRIVATE LIMITED]			
Sl No.	Name and Address of identifier	Identifier of		Signature with date	
1	Mr 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	Shri DULAL CHAKRABORTY, Smt MITALI CHAKRABORTY, Shri MRINAL CHAKRABORTY, Smt DEBJANI MUKHERJEE, Shri SANJEEB GUPTA			

(Asit Kumar Mukherjee)

DISTRICT SUB-  
REGISTRAR

OFFICE OF THE D.S.R. -  
II NORTH 24-PARGANAS

North 24-Parganas, West  
Bengal







ELECTION COMMISSION OF INDIA

आयुक्त निर्वाचन आयोग

WS / 21 / 140 / 324114

IDENTITY CARD

परिचय पत्र



Elector's Name

निर्वाचक का नाम

Chakraborty Dulal

चक्रवर्ती दुलाल

Father/Mother/  
Husband's Name

पिता/माता/पत्नी का नाम

Matril

पत्निकान

Sex

लिंग

M

पु

Age as on 1.1.1995

15.06.1950 का आयु

46

46

*Dulal Chakraborty*

Address

142, Bhubokristo Paul Ave., Calcutta.

ঠিকানা

১৪২, বহুবকৃষ্টি পাল আভিনিউ, কলকাতা।



Facsimile Signature  
Electoral Registration Officer  
নির্বাচন নিবন্ধন কর্মকর্তার

For: 140.-Cossipore

Assembly Constituency

১৪০, কসীপুর

বিধানসভা বিধান কেন্দ্র

Place: Calcutta

স্থান: কলকাতা

Date: 18.08.95

তারিখ: ১৮.০৮.৯৫





सर्वोच्च निर्वाचन आयोग  
भारत  
ELECTION COMMISSION OF INDIA  
IDENTITY CARD

FLG0538227



निर्वाचक नाम : मितामी चक्रवर्ती

Elector's Name : Mitami Chakraborty

पति/पत्नी का नाम : दलाल चक्रवर्ती

Husband's Name : Dalal Chakraborty

लिंग / Sex : स्त्री / F

जन्म तिथि / Date of Birth : 03/09/1956

FLG0536227

সংখ্যা:

১৪২ ব্লক্টো ফাউল পথ এলাকা ৯ জরবাগান কলকাতা  
৭০০০৫

Address:

142 BUTTO KRISTO PAUL AVENUE 9  
JORABAGAN Kolkata 700005



Date: 13/08/2007

১৪০-ব্লক্টো ফাউল পথ এলাকা ৯ জরবাগান  
কলকাতা

Facsimile Signature of the Electoral  
Registration Officer for  
140-Cooper Constituency

উপরে স্বাক্ষর করা হল।  
In case of change in address mention the Card No.  
in the relevant Form by including your name in the  
mail at the changed address and to obtain the card  
with same number.

  
 निर्वाचन आयोग  
 भारत सरकार  
 ELECTION COMMISSION OF INDIA  
 IDENTITY CARD  
 LFB0253765



निर्वाचक नाम : देबजानी मुखर्जी  
 Elector's Name : Debjani Mukherjee

पिता का नाम : फातिमा मुखर्जी  
 Father's Name : Fatimatun Mukherjee

लिंग / Sex : स्त्री / F  
 जन्म तिथि / Date of Birth : 28/12/1958

Debjani Mukherjee

LFB0253765

पता:  
 1 A, SULTAN ALAM ROAD, CHANGI  
 MARKET Kolkata-700033

Address:  
 1 A, SULTAN ALAM ROAD, CHANGI  
 MARKET Kolkata-700033

Date: 12/09/2007  
 10-दिनेस अक्षर चयन प्रणाली द्वारा  
 निर्वाचक नाम दर्ज किया गया  
 Facsimile Signature of the Electoral  
 Registration Officer for  
 150-Polygons Constituency

निर्वाचक नाम बदलने पर निर्वाचक को निर्वाचक नाम  
 बदलने के लिए निर्वाचक नाम दर्ज करने के लिए  
 निर्वाचक नाम दर्ज करने के लिए निर्वाचक नाम  
 In case of change in address mention the Card No.  
 in the revised Form for including your name in the  
 list of the changed address and to attach the card  
 with same number.





**ELECTION COMMISSION OF INDIA**  
ভারতের নির্বাচন কমিশন

IDENTITY CARD

BWC1984051

পরিচয় পত্র



Elector's Name	Mrinalkanti Chakraborty
নির্বাচকের নাম	মুনালকান্তি চক্রবর্তী
Father's Name	Matlal
পিতার নাম	মতিলাল
Sex	M
লিঙ্গ	পুং
Age as on 1.1.2000	46
১.১.২০০০-এ বয়স	৪৬

*Mrinalkanti Chakraborty*

**Address**

13/2 Mall Road (K. B. Sarani) Part-1  
Dumdum North 24 - Parganas 700080

**ঠিকানা**

১৩/২ মল রোড (কে বি সারনী) অংশিক-১  
ডুমুর ২৪ পর্গানা ৭০০০৮০

Facsimile Signature  
Electoral Registration Officer  
নির্বাচক নিবন্ধন অধিকারিক

For 138-Dum Dum

Assembly Constituency

১৩৮-ডুমডুম

বিধানসভা নির্বাচন ক্ষেত্র

Place North 24 - Parganas

স্থান ডুমুর ২৪ পর্গানা

Date 25.09.2000

তারিখ ২৫.০৯.২০০০



ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD  
পরিচয় পত্র

WB / 25 / 139 / 003403



Elector's Name নির্বাচক নাম	Gupta Bangb গুপ্তা মঞ্জুর
Father/Mother/ Husband's Name পিতা/মাতা/স্বামীর নাম	Gopalprasad গোপালপ্রসাদ
Sex লিঙ্গ	M পুরুষ
Age as on 1-1-1995 ১-১-১৯৯৫ তারিখ	29 ২৯

*Handwritten signatures and initials*

Address

S Ballika Stock AB Bichannagar,  
North 24 Parganas

ঠিকানা

১- বালিকা স্টক এ.বি. বিহাননগর,  
দিক ২৪ পর্গানা

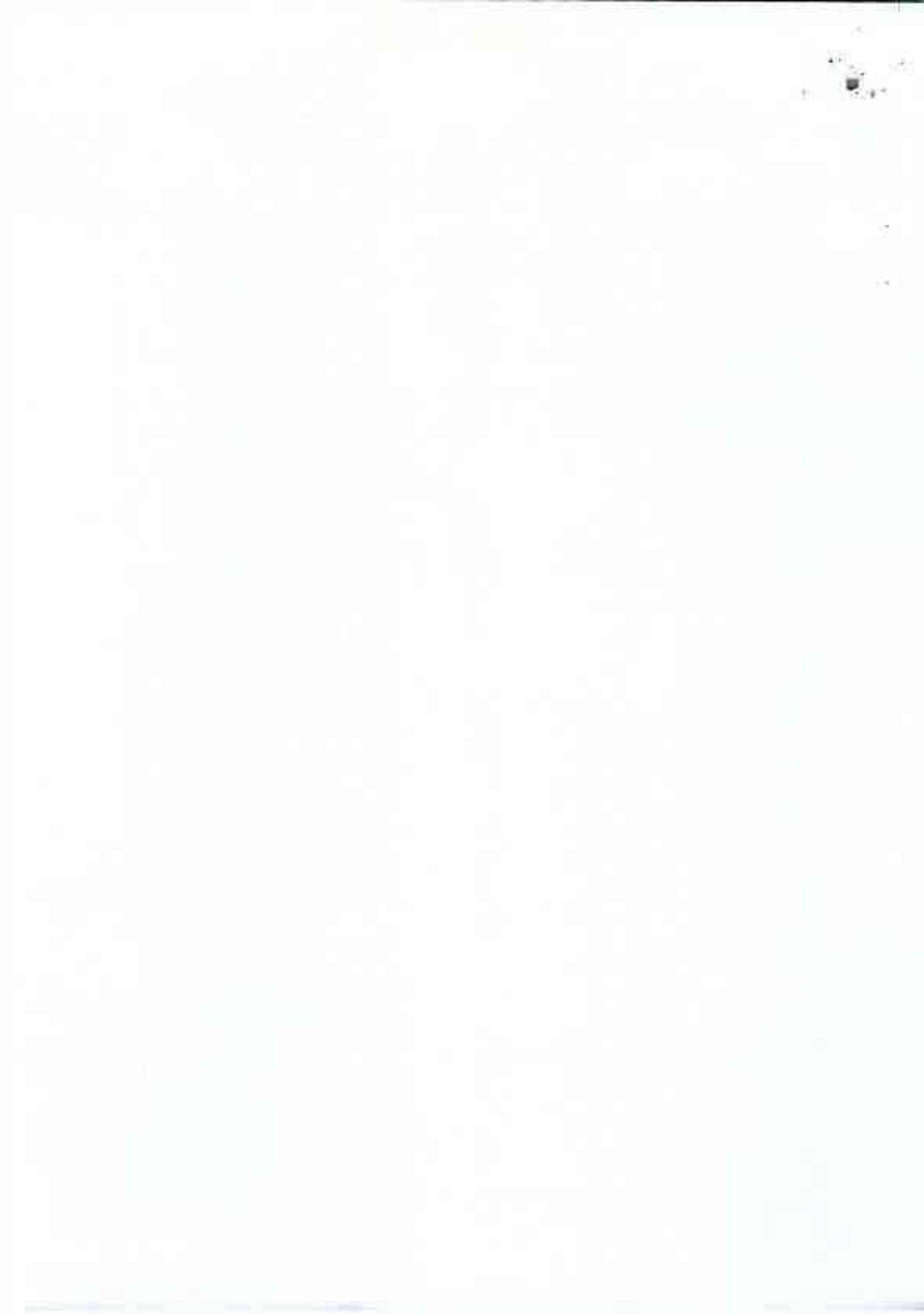
*Handwritten signature*

Facsimile Signature  
Electoral Registration Officer  
নির্বাচন নিবন্ধন অফিসার

For 139-BELGACHIA EAST  
Assembly Constituency

১৩৯-বেলগাচিয়া পূর্ব  
বিধানসভা নির্বাচন এলাকা

Place স্থান	Calcutta কলকাতা
Date তারিখ	10.07.95 ১০.০৭.৯৫









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

GRN: 19-201617-003595667-1 Payment Mode Online Payment  
GRN Date: 17/12/2016 17:54:50 Bank : HDFC Bank  
BRN : 280028472 BRN Date: 17/12/2016 17:57:56

**DEPOSITOR'S DETAILS**

Id No. : 15020001576723/1/2016  
(Query No./Query Year)

Name : MAHAMANI PROPERTIES PVT LTD DIRECTOR  
Contact No. : SANJEEB GUPTA Mobile No. : +91 9331018605  
E-mail : gmg.rprasad@gmail.com  
Address : AB-9, SECTOR-1, SALT LAKE, KOLKATA-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 DETAILS**

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	15020001576723/1/2016	Mutation/Conversion-Receipt	0036-00-100-028-27	26
2	15020001576723/1/2016	Property Registrar- Registration Fees	0030-03-104-001-16	11014
3	15020001576723/1/2016	Property Registration- Stamp duty	0030-02-103-003-02	39921
			<b>Total</b>	<b>50963</b>
In Words :		Rupees Fifty thousand Nine Hundred Sixty Three only		



## Major Information of the Deed

Deed No :	I-1502-04040/2016	Date of Registration	22/12/2016
Query No / Year	1502-0001576723/2016	Office where deed is registered	
Query Date	02/12/2016 8:53:37 PM	D.S.R. - II NORTH 24-PARGANAS, District: North 24-Parganas	
Applicant Name, Address & Other Details	Sanjeeb Gupta AB-9, Salt Lake City, Sector-1,, Thana : North Bidhannagar, District : North 24-Parganas, WEST BENGAL, PIN - 700064, Mobile No. : 9830586956, 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 : 10,00,000/-]		
Set Forth value	Market Value		
Rs. 5/-	Rs. 2,41,19,994/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,021/- (Article:48(g))	Rs. 11,014/- (Article:E, E. B, M(b))		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assesment slip (Urban area)		

### Land Details :

District: North 24-Parganas, P.S:- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Kali Park Bablatata(gopalpur), Mouza: Gopalpur, Ward No: 7

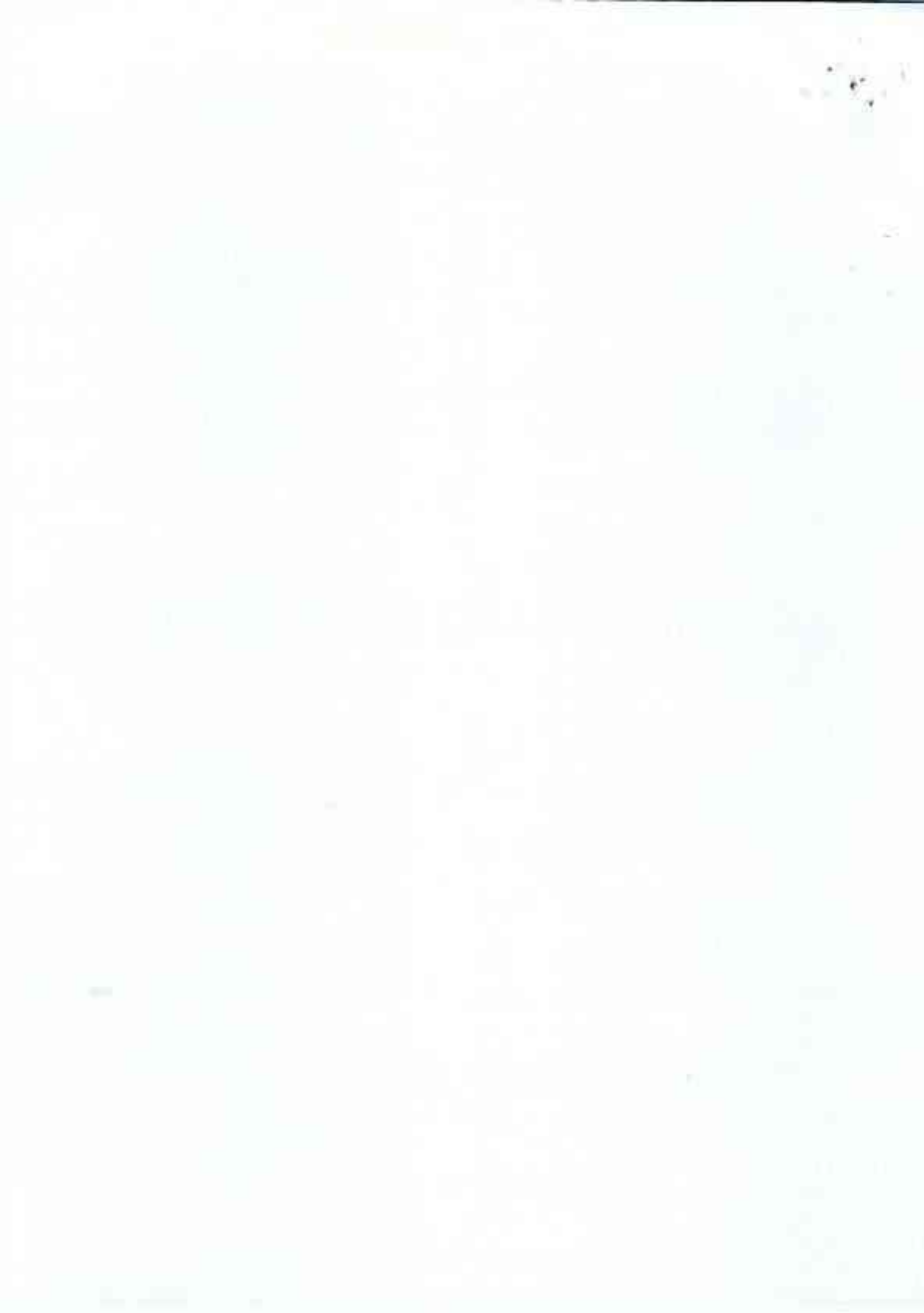
Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2209/3078	LR-11554	Bastu	Bastu	4 Dec	1/-	53,33,332/-	Width of Approach Road: 30 Ft.
L3	LR-2209/3078	LR-11555	Bastu	Bastu	4 Dec	1/-	53,33,332/-	Width of Approach Road: 30 Ft.
L4	LR-2209/3078	LR-11558	Bastu	Bastu	4 Dec	1/-	53,33,332/-	Width of Approach Road: 30 Ft.
<b>TOTAL :</b>					<b>12Dec</b>	<b>3 /-</b>	<b>159,99,996 /-</b>	

District: North 24-Parganas, P.S:- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Kali Park Bablatata(gopalpur), Mouza: Gopalpur

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
L2	LR-2209/3078	LR-11888	Bastu	Bastu	8 Dec	1/-	79,99,998/-	Width of Approach Road: 30 Ft.
<b>Grand Total :</b>					<b>18Dec</b>	<b>4 /-</b>	<b>239,99,994 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2, L3, L4	400 Sq Ft.	1/-	1,20,000/-	Structure Type: Structure
Floor No: 1, Area of floor : 400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
<b>Total :</b>		<b>400 sq ft</b>	<b>1 /-</b>	<b>1,20,000 /-</b>	



**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Shri DULAL CHAKRABORTY</b> Son of Late Motilal Chakraborty 142, B. K. Paul Avenue, P.O.- Sovabazar Street, P.S.- Shyampukur, District- Kolkata, West Bengal, India, PIN - 700005 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of India, PAN No. ACWPC4950B, Status :Individual, Executed by: Self, Date of Execution: 21/12/2016 , Admitted by: Self, Date of Admission: 21/12/2016 ,Place : Pvt. Residence
2	<b>Smt MITALI CHAKRABORTY</b> Wife of Shri Dulal Chakraborty 142, B. K. Paul Avenue, P.O.- Sovabazar Street, P.S.- Shyampukur, District- Kolkata, West Bengal, India, PIN - 700005 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of India, PAN No. ACBPC0068M, Status :Individual, Executed by: Self, Date of Execution: 21/12/2016 , Admitted by: Self, Date of Admission: 21/12/2016 ,Place : Pvt. Residence
3	<b>Shri MRINAL CHAKRABORTY</b> Son of Late Motilal Chakraborty Flat No. 1, Mainak Apartment, 13/2, Khudiram Bose, P.O.- Mall Road, P.S.- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700080 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of India, PAN No. AOXP3764J, Status :Individual, Executed by: Self, Date of Execution: 21/12/2016 , Admitted by: Self, Date of Admission: 21/12/2016 ,Place : Pvt. Residence
4	<b>Smt DEBJANI MUKHERJEE</b> Wife of Mr. Pabitra Mukherjee 1A, Sultan Alam Road, P.O.- Tallygunge, P.S.- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of India, Status :Individual, Executed by: Self, Date of Execution: 21/12/2016 , Admitted by: Self, Date of Admission: 21/12/2016 ,Place : Pvt. Residence

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>MAHAMANI PROPERTIES PRIVATE LIMITED</b> AB-9, Salt Lake City, Sector-, P.O.- Salt Lake, P.S.- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064 PAN No. AAICM4413A, Status :Organization

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Shri SANJEEB GUPTA</b> Son of Shri Gopal Prasad Gupta AB-9, Salt Lake City, Sector-I, P.O.- Salt Lake, 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)

**Identifier Details :**

Name & address	
Mr Sudam Haider Son of Late Sarbeswar Haider 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 Shri DULAL CHAKRABORTY, Smt MITALI CHAKRABORTY, Shri MRINAL CHAKRABORTY, Smt DEBJANI MUKHERJEE, Shri SANJEEB GUPTA	





Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Shri DULAL CHAKRABORTY	MAHAMANI PROPERTIES PRIVATE LIMITED-1 Dec
2	Smt MITALI CHAKRABORTY	MAHAMANI PROPERTIES PRIVATE LIMITED-1 Dec
3	Shri MRINAL CHAKRABORTY	MAHAMANI PROPERTIES PRIVATE LIMITED-1 Dec
4	Smt DEBJANI MUKHERJEE	MAHAMANI PROPERTIES PRIVATE LIMITED-1 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Shri DULAL CHAKRABORTY	MAHAMANI PROPERTIES PRIVATE LIMITED-1.5 Dec
2	Smt MITALI CHAKRABORTY	MAHAMANI PROPERTIES PRIVATE LIMITED-1.5 Dec
3	Shri MRINAL CHAKRABORTY	MAHAMANI PROPERTIES PRIVATE LIMITED-1.5 Dec
4	Smt DEBJANI MUKHERJEE	MAHAMANI PROPERTIES PRIVATE LIMITED-1.5 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Shri DULAL CHAKRABORTY	MAHAMANI PROPERTIES PRIVATE LIMITED-1 Dec
2	Smt MITALI CHAKRABORTY	MAHAMANI PROPERTIES PRIVATE LIMITED-1 Dec
3	Shri MRINAL CHAKRABORTY	MAHAMANI PROPERTIES PRIVATE LIMITED-1 Dec
4	Smt DEBJANI MUKHERJEE	MAHAMANI PROPERTIES PRIVATE LIMITED-1 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Shri DULAL CHAKRABORTY	MAHAMANI PROPERTIES PRIVATE LIMITED-1 Dec
2	Smt MITALI CHAKRABORTY	MAHAMANI PROPERTIES PRIVATE LIMITED-1 Dec
3	Shri MRINAL CHAKRABORTY	MAHAMANI PROPERTIES PRIVATE LIMITED-1 Dec
4	Smt DEBJANI MUKHERJEE	MAHAMANI PROPERTIES PRIVATE LIMITED-1 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Shri DULAL CHAKRABORTY	MAHAMANI PROPERTIES PRIVATE LIMITED-100 Sq Ft
2	Smt MITALI CHAKRABORTY	MAHAMANI PROPERTIES PRIVATE LIMITED-100 Sq Ft
3	Shri MRINAL CHAKRABORTY	MAHAMANI PROPERTIES PRIVATE LIMITED-100 Sq Ft
4	Smt DEBJANI MUKHERJEE	MAHAMANI PROPERTIES PRIVATE LIMITED-100 Sq Ft



**Endorsement For Deed Number : I - 150204040 / 2016**

**On 21-12-2016**

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

Presented for registration at 20:20 hrs on 21-12-2016, at the Private residence by Shri SANJEEB GUPTA ..

**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 2,41,19,994/-

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

Execution is admitted on 21/12/2016 by 1. Shri DULAL CHAKRABORTY, Son of Late Motilal Chakraborty, 142, B. K. Paul Avenue, P.O. Sovabazar Street, Thana: Shyampukur, Kolkata, WEST BENGAL, India, PIN - 700005, by caste Hindu, by Profession Retired Person, 2. Smt MITALI CHAKRABORTY, Wife of Shri Dulal Chakraborty, 142, B. K. Paul Avenue, P.O. Sovabazar Street, Thana: Shyampukur, Kolkata, WEST BENGAL, India, PIN - 700005, by caste Hindu, by Profession House wife, 3. Shri MRINAL CHAKRABORTY, Son of Late Motilal Chakraborty, Flat No. 1, Mainak Apartment, 13/2, Khudiram Bose, P.O. Mall Road, Thana: Dum Dum, North 24-Parganas, WEST BENGAL, India, PIN - 700080, by caste Hindu, by Profession Service, 4 Smt DEBJANI MUKHERJEE, Wife of Mr Pabitra Mukherjee, 1A, Sultan Alam Road, P.O. Tallygunge, Thana: Charu Market, South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by Profession House wife

Identified by Mr 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

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

Execution is admitted on 21-12-2016 by Shri SANJEEB GUPTA, Director, MAHAMANI PROPERTIES PRIVATE LIMITED, AB-9, Salt Lake City, Sector- P O - Salt Lake, P S - North Bidhannagar, District-North 24-Parganas, West Bengal, India, PIN - 700064

Identified by Mr 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

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 11,014/- ( B = Rs 10,989/-, E = Rs 21/-, M(b) = Rs 4/- ) and Registration Fees paid by by online = Rs 11,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/12/2016 5:57PM with Govt. Ref. No: 192016170035956671 on 17-12-2016, Amount Rs: 11,014/-, Bank: HDFC Bank (HDFC0000014), Ref. No: 280028472 on 17-12-2016, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by by online = Rs 39,921/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/12/2016 5:57PM with Govt. Ref. No: 192016170035956671 on 17-12-2016, Amount Rs: 39,921/-, Bank: HDFC Bank (HDFC0000014), Ref. No: 280028472 on 17-12-2016, Head of Account 0030-02-103-003-02



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



On 22-12-2016

**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 Stamp Duty**

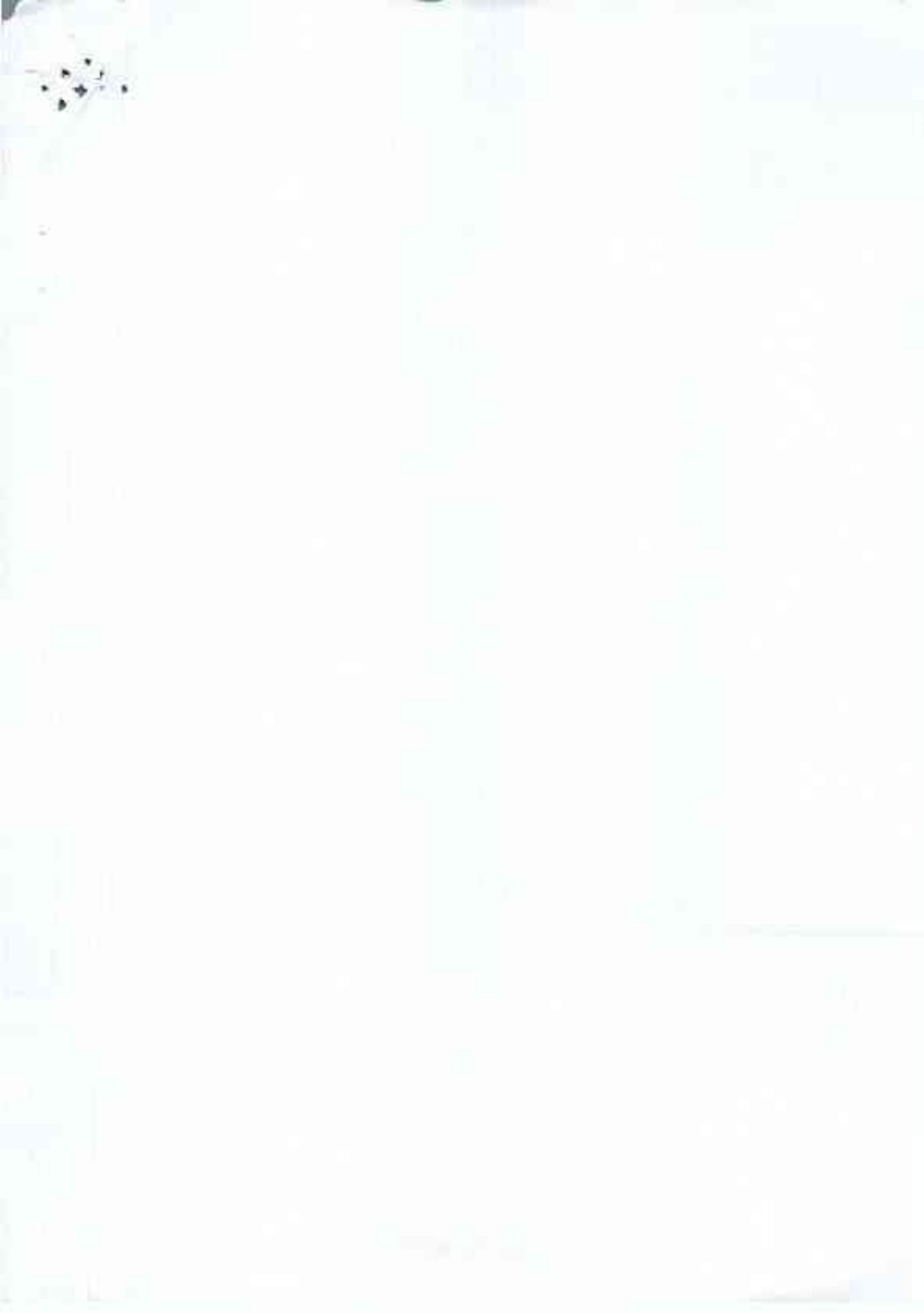
Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs. 100/-  
Description of Stamp

1. Stamp: Type: Impressed, Serial no 2386, Amount: Rs. 100/-, Date of Purchase: 14/07/2016, Vendor name: Mita Dutta



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





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1502-2016, Page from 100681 to 100739  
being No 150204040 for the year 2016.



*Asit*

Digitally signed by ASIT KUMAR  
MUKHERJEE  
Date: 2016.12.22 16:29:01 +05:30  
Reason: Digital Signing of Deed.

(Asit Kumar Mukherjee) 22-Dec-16 04:29:00 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - II NORTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)