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Additional Registrar of Assurances-IV, Kolkata

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THIS DEVELOPMENT AGREEMENT MADE ON THIS THE . J.O.D... DAY OF

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Vist Case No. 2897 +2.08.21

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ভালে স্থাক্তর
বিধান নগর সভিলেক সিটি এ ডি এস আর ও
চালান নং
-মোট কত টাকা খরিদ
উজারী-বারাকপুর, ভেজার-মিতা দ্রে

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ADDITIONAL REGISTRAR OF ASSURANCES-IV, KOLKATA

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MRS. TAPATI GHOSH (having PAN-AHPPG4778F & AADHAAR NO. 4583 1760 8662), wife of Sri Subir Kumar Ghosh, by Nationality: Indian, by Faith: Hindu, by Occupation: Business, residing at Kalipark (Gopalpur House), P.O: Rajarhat Gopalpur, P.S: formerly Airport presently Narayanpur P.S., District: North 24-Parganas, Pin: 700 136, hereinafter called and referred to as the LANDOWNER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her legal successors, executors, administrators, legal representatives, nominees and assigns) of the FIRST PART;

AND

M/S. MAHAMANI PROPERTIES PVT. LTD. (having PAN: AAICM4413A), incorporated under Indian Companies Act 1956, having it's registered office at BA-17, Sector – I, Salt Lake City, P.O: Bidhannagar, P.S: Bidhannagar (North), Kolkata – 700 064, represented by one of its Director – SRI SANJEEB GUPTA (having PAN: ADUPG1777F & AADHAAR NO. 5353 7491 8356), son of Sri Gopal Prasad Gupta, by faith – Hindu, by occupation – Business, residing at BA-17, Sector–I, Salt Lake City, P.O: Bidhannagar, P.S: Bidhannagar (North), Kolkata – 700064, hereinafter referred to and called as the DEVELOPER (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include it's successor or successors at office, administrators, legal representatives and assigns) of the SECOND PART.

WHEREAS:

- A) One Enamul Haque was seized and possessed of a Garden (Bagan) Land measuring 60 decimals comprised in C.S. Dag No. 3196 corresponding to R.S. as well L.R. Dag No. 2175, under C.S. Khatian No. 1034, R. S. Khatian No. 352, lying and situated at Mouza Gopalpur, P.S. formerly Rajarhat at present Airport P.S., R.S. No. 140, in the District of 24-Parganas now North 24-Parganas, as the rayoti owner thereof and while in enjoyment thereof the said Enamul Haque died intestate survived by his three sons Jahurual Haque, Najrul Haque, Sirajul Haque, one daughter namely Maskura Begam and his widow Ajiman Bibi all at his joint legal successors and by virtue of Muslim Law of Succession all his said three sons, the daughter and his widow became jointly seized and possessed of the aforesaid property left by their predecessor said Enamul Haque.
- B) By a Bengali Sale Deed executed on 11.08.1982 and duly registered 13.08.1982 at the Office of the A.D.R. Barasat, 24-Parganas, Book 1, Vol. No.



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56, Pages from 44 to 47, Being No. 3125 for the year 1982, the said Jahurual Haque, Najrul Haque, Sirajul Haque, Maskura Begam and Ajiman Bibi all therein jointly called and referred to as the Vendors at the consideration mentioned therein sold transferred, conveyed and delivered out of their aforesaid Garden Land a demarcated part or portion thereof measuring 6 cottahs, 11 chittacks, more or less comprised in Part of C.S. Dag No. 3196 corresponding to **R.S. as well L.R. Dag No. 2175**, under C.S. Khatian No. 1034, R. S. Khatian No. 352, lying and situated at Mouza Gopalpur, P.S. formerly Rajarhat at present Airport P.S., R.S. No. 140, in the District of 24-Parganas now North 24-Parganas, morefully described in the Schedule therein unto and in favour of Smt. Hansi Das wife of Ganesh Chandra Das therein called and referred to as the Purchaser free from all sorts of encumbrances whatsoever.

- After the said purchase by dint of said registered Sale Deed Being No. C) 3125/1982 the said Smt. Hansi Das thus became seized and possessed of and or well and sufficiently entitled to the aforesaid demarcated portion or plot of land and during LR. Survey Settlement her name was duly recorded under L.R. Khatian No. 3404/1 in respect of her said plot of Garden Land measuring 6 cottahs, 11 chittacks, comprised in Part of R.S. as well L.R. Dag No. 2175, lying and situated at Mouza Gopalpur, P.S. formerly Rajarhat at present Airport P.S., R.S. No. 140, in the District of 24-Parganas now North 24-Parganas as the absolute rayoti owner thereof paying rent or khazna to the State Government by or through B.L. & L.R.O. Rajarhat, North 24-Parganas; And while thus in seized and possessed thereof, by a Sale Deed executed on 14.03.2008 and duly registered on 18.03.2008 at the A.D.S.R.O. Bidhannagar, Recorded in Book - 1, CD. Volume No. 4, Pages from 4707 to 4724, Being No. 3709 for the year 2008 the said Smt. Hansi Das at the consideration mentioned therein sold, transferred and conveyed, out of her said demarcated plot of Bagan Land measuring 6 cottahs 11 chittacks, a demarcated part or portion thereof measuring 4 cottahs 06 chittacks be the same a little more or less comprised in part of R.S. / L.R. Dag No. 2175, lying and situated at Mouza Gopalpur, P.S. formerly Rajarhat at present Airport P.S., R.S. No. 140, in the District of 24-Parganas now North 24-Parganas morefully described in the Schedule therein unto and in favour of one Indrani Sengupta wife of Tushar Kanti Sengupta therein called and referred to as the Purchaser free from all sorts of encumbrances whatsoever and after such sale the balance portion of the land measuring 2 cottahs 05 chittacks be the same a little more or less remained with said Hansi Rani Das.
 - D) By another Sale Deed executed on 05.07.2019 duly registered at the Office of the A.D.S.R. Bidhannagar, Recorded in Book 1, Volume No. 1504-2019, Pages from 64662 to 64683, Being No. 01566 for the year 2019, said Smt.



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Hansi Das at the consideration mentioned therein sold, transferred and conveyed, her residue demarcated portion or a plot of Bagan Land measuring 2 cottahs 03 chittaks 30 sq. ft. be the same a little more or less comprised in part of R.S. / L.R. Dag No. 2175 under L.R. Khatian No. 3404/1 lying and situated at Mouza: Gopalpur, P.S. formerly Rajarhat at present Airport P.S., R.S. No. 140, in the District of 24-Parganas now North 24-Parganas morefully described in the Schedule therein unto and in favour of Tapati Ghosh the Owner herein therein called and referred to as the Purchaser free from all sorts of encumbrances whatsoever.

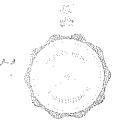
E) After the said purchase by dint of said registered Sale Deed Being No. 01566 for the year 2019 the said Smt. Tapati Ghosh the Owner herein thus have become seized and possessed of and or well and sufficiently entitled to the aforesaid demarcated portion or plot of land and her name has been duly recorded in Land Settlement Record under L.R. Khatian No. 24234 in respect of her said plot of Garden Land measuring 2 cottahs, 03 chittaks, 30 Sq. Ft. comprised in Part of R.S. as well L.R. Dag No. 2175, lying and situated at Mouza: Gopalpur, P.S. formerly Rajarhat at present Airport P.S., R.S. No. 140, in the District of North 24-Parganas morefully described in the First Schedule written hereunder and hereinafter for the sake of brevity referred to as the "SAID LAND"/"SAID PROPERTY" and the Owner herein is well and sufficiently entitled thereto as the absolute rayoti owner thereof paying rent or khazna to the State Government by or through B.L. & L.R.O. Rajarhat, North 24-Parganas.

L) The Owner's Representations:

- i) That the Party in First Part herein is seized and possessed of and or well and sufficiently entitle to the 'Said Property' under First Schedule hereto as the Rayoti Owner under the State Government without any interruptions and or obstructions by or from any person or of and from any corner whatsoever;
- ii) That the Owner has clear and marketable rights, title and interest in respect of the Property under First Schedule hereto free from all charges, liens, lispendences, suits, injunctions, viz. free from any or all encumbrances whatsoever AND the Owner herein has not dealt with the 'Said Property' and or any portion thereof in any such manner so that the Owner is or may be restrained to deal with the said plot of land or the 'Said Property' hereunder the First Schedule in any way at her own choice and absolute discretion, AND in other way the Owner herein is free and absolutely entitled to deal with her 'Said Land/Said Property' and also to enter into this agreement with the Developer hereto;



ADDITIONAL REGISTRAR OF ASSURVANCES SERVINARIA



Govt. of West Bengal Directorate of Registration & Stamp Revenue GRIPS eChallan

GRN Details

GRN:

192021220049443818

GRN Date:

11/08/2021 17:11:49

BRN:

7854134540036

Gateway Ref ID:

212238285401

Payment Status:

Successful

Payment Mode:

Online Payment (SBI Epay)

Bank/Gateway:

SBIePay Payment Gateway

BRN Date:

11/08/2021 17:08:22

Method:

HDFC Retail Bank NB

Payment Ref. No:

2001457540/L'2021

[Query No/*/Query "ear]

Depositor Details

Depositor's Name:

MAHAMANI PROPERTIES PRIVATE LIMITED

Address:

BA-17, SALT LAKE CITY, SECTOR-1, KOLKATA-700064

Mobile:

9830072485

Depositor Status:

Buyer/Claimants

Query No:

2001457540

Applicant's Name:

Org MAHAMANI PROPERTIES PRIVATE LIMITED

Identification No:

2001457540/1/2021

Remarks:

Sale, Development Agreement or Construction agreement

Payment Details

Sayment Detans				1,1344
SI. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
		Property Registration- Stamp duty	0030-02-103-003-02	6920
1	2001457540/1/2021	Property Registration Fees'	0030-03-104-001-16	21
2	2001457540/1/2021	Property Registration-Registration Fees		6941
			Total	0941

IN WORDS:

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Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue OFFICE OF THE A.R.A. - IV KOLKATA, District Name: Kolkata Signature / LTI Sheet of Query No/Year 19042001457540/2021

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

	i. Signature	or the rerson(s	s) admitting the Execution	n at Filvate ixesi	Total Control	
SI No.	Name of the Executa	ant Category	Photo	Finger Print	Signature with date	
1	Mrs Tapati Ghosh Kalipark, Gopalpur House, City:-, P.O:- Rajarhat Gopalpur, P. Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136				TapitSheen.	
SI No.	Name of the Executa	ant Category	Photo	Finger Print	Signature with date	
2	Mr SANJEEB GUPTA BA-17, Salt Lake, Sector-1, City:-, P.O:- Bidhannagar, P.S:-Nor Bidhannagar, District:- North 24-Parganas, West Bengal, India, PIN:- 700064	ative of Developer Th [MAHAMA		4284	428 Jany mars 12/2/21	
SI No.	Name and Address of identifier	ldentif	ier of Pho	to Finger Pri	nt Signature with date	
		Ars Tapati Ghosh	, Mr SANJEEB	428)	Dupada Cuph	

(Mohul Muknopadhyay)



ADDITIONAL REGISTRAR OF ASSURANCES-IV, KOLIVATA

ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. IV KOLKATA
Kolkata, West Bengal

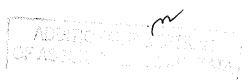


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- iii) That the entire Said Property hereunder the First Schedule and or any portion thereof is not effected by any Development Scheme and is free from any acquisitions or requisitions whatsoever and none of the First Party herein has received any notice from any authority or authorities effecting the Owners' Property described in the First Schedule written hereunder and or any part or portion thereof;
- iv. That to the best of the Owner's knowledge, the 'Said Property' under the First Schedule hereto and or any part thereof is not attached in any proceeding including certificate proceeding started by or at the instance of Income Tax, Wealth Tax or Gift Tax Authorities or Department or Departments or under the provisions of the Public Demand Recovery Act or otherwise and that no certificate has been filed in the office of the Certificate Officer under the provisions of the Public Demand Recovery Act and/or no steps have yet been taken in execution of any certificate at the instance of the Income Tax and/or Wealth Tax and/or Estate Duty Authorities and under any Court Order or under 'SARFAESI'.
- vi) That there is no Tenant existing in the said Property.
- vii) That there is no Temple, Mosque, Debattur or Burial Ground within the 'Said Property'.
- viii) That there is no excess vacant land within the 'Said Property' under the First Schedule with the meaning of the West Bengal Urban Land (Ceiling and Regulations) Act, and subsequent Amendment made thereto.

AND WHEREAS the Owner herein is desirous of developing and constructing multi-storied building on and upon her Said Land under the First Schedule hereto by or through a reputed Developer and having knowledge of such intentior of the Owner and relying on the representations made by the Owner to be true the Developer negotiated with the First Party for the purpose of development of a Housing Project comprised of multi-storied building/s on and upon the Said Land described in the First Schedule hereunder written upon demolition of the existing structure thereat and after negotiation in detail regarding the terms and conditions, M/S. MAHAMANI PROPERTIES PVT. LTD. the Developer herein have agreed with the Owners for undertaking the entire work of development of a Housing Project by way of construction of the Multi-storied Building/s as per drawing, plan and specifications of Building Plan and or further Revised Plan/s so to be prepared by the Developer according to it's own choice and discretion and so to be approved or sanctioned by the present Municipal Authority viz. the Bidhan Nagar Municipal Corporation and by other competent authority if so any





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and in conformity with the details of constructions specified in the Third Schedule hereto and also under and subject to the terms and conditions hereinafter stated;

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

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

<u>"THE OWNERS"</u> shall mean **Tapati Ghosh** described as the FIRST PARTY herein holding 100% rights, title and interest of the "SAID LAND" described in the "First Schedule" hereunder written.

"SAID LAND" OR "SAID PROPERTY" shall mean All That piece and parcel of Bastu Land (after conversion from Garden Land) containing an area of 2 cottahs 03 chittaks 30 sq. ft. be the same a little more or less comprised in part of C.S. Dag No. 3196 corresponding to R.S. as well L.R. Dag No. 2175, under C.S. Khatian No. 1034, R. S. Khatian No. 352, L.R. Khatian Nos. 3404/1 at present recorded under L.R. Khatian No. 24234 in the Land Settlement Record of Right, with all sorts of rights of easements, privileges and benefits in connection thereto, lying and situated at Mouza: Gopalpur, J.L. No. 2, Touzi No.10, Police Station: formerly Rajarhat at present under Airport P.S, District of North 24-Parganas, presently within the limits of Bidhannagar Municipal Corporation.

"AMALGAMATED LAND"/"AMALGAMATED PROPERTY" shall mean the 'Said Land' / 'Said Property' under the First Schedule hereto 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 Owners 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.



ADDITIONAL REGISTRAR OF ASSURANCES-IV, KQLKATA,

"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.

"SAID HOUSING ENCLAVE/PROJECT" shall mean an Enclave consisting of one or more buildings comprised of residential self-contained flats, garages, shops etc. in several blocks with internal roads or passages with car-ways and of other common facilities described in the Fourth Schedule and to be constructed and erected on the said demised land of Landowners herein described in the First Schedule hereunder written and/or on the proposed amalgamated landed property as defined hereinabove.

"LANDOWNERS' ALLOCATION" shall mean that the First Party shall be entitled to get total Carpet Area admeasuring 758 Sq. ft. including Balcony, in the proposed multi-storied building/s in a manner of a residential flat and a garage in the proposed building so to be constructed by the Developer on the Owner/s Said Demised Land under the First Schedule and the said Carpet Area so allocable to the owner shall be attributable to the net land area under the First Schedule as shall be physically available out of the total Land area within the proposed amalgamated land whereon or whereupon the entire proposed Housing Enclave shall be constructed by the Developer with proportionate and undivided common shares in all common areas common amenities and common facilities in a complete finished and in habitable conditions together with proportionate and undivided impartable right, title and interest as co- owners on the 'Said Land' and/or the 'Said Property' described in the First Schedule and the said Owner's Allocation morefully and collectively described in the Second Schedule hereunder written and shall mean the consideration for the residue all constructed areas (save and except common areas) in all the proposed buildings according to the proposed sanctioned building plan togetherwith residue undivided impartable proportionate share of the entire demised land under the First Schedule collectively allocable to the Developer (hereinafter referrec to as the "Developer's Allocations").



ADDITIONAL REGISTRAR OF ASSURANCES-IV, KOLKATA

LANDOWNER/S CONSIDERATION shall mean the "Said Owner's Allocation" only in lieu of or exchange of cash consideration for all the rights, title and interests of the owner/s on the residue proportion and undivided share of the said land under the First Schedule.

"DEVELOPER'S ALLOCATION" shall means save and except the "Cwners' Allocation" define above, the Developer shall be entitled to 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 described in Part — II of the Second Schedule hereunder written

"CARPET AREA" Shall, according to its context, mean net usable total floor area of the flat/apartment excluding all outer walls and other super structures services, shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment and shall mean net area of the floor and ceiling within the flat only available to the purchaser and or the occupier of the same.

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

"Units" shall mean and include-

- a) "Residential Units" meaning the flats for residential use in any building and in any Phase or Block at the Project Site in the First Schedule property;
- b) "Non-Residential Units" meaning office spaces, shops, constructed/ covered spaces demarcated parking spaces for 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 to pay the arrear dues if so shall be payable to Municipality or Municipal Corporation and other statutory tax and outgoings liability till the period of execution of these presents and also the liability of payment of apportioned shares of tax in respect of his/her/their/its allocable portions from the date of delivery of the physical possession thereof by the Developer to the Landowners.



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

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

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

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

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



ADDITIONAL REGISTRAR
OF ASSURANCES-IN, KOLKATA

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".

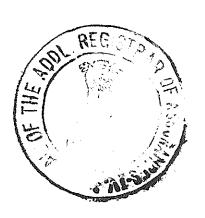
"SINGULAR" shall include the "PLURAL" and vice-versa.

AND

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

The Owner has hereby grant an exclusive License to the Developer to enter upon the said land under First Schedule and also hereby permit the Developer to construct Multi-storied Building/s on and upon the Owners' "Said Land" hereunder the First Schedule OR on the said proposed "Amalgamated Land" as defined and expressed hereinabove according to the Sanctioned Building Plan or any Revised Plan or Plans so may be prepared and submitted by the Developer at its sole choice, discretion, and at the cost of the Developer and sanctioned by the Municipal Authority and or by other competent authority. It is expressively mentioned hereby that the Developer shall be fully entitled to prepare Building Plan or Plans in connection to the Said Land OR composite buildings plan/s by joining any other adjacent property with the said demised land mentioned hereinabove as "Amalgamated Land" at the sole choice discretion and at the cost of the Developer for which the First Party herein declare hereby its free consent and hereby give and confer unfettered exclusive rights to the Developer in respect of the rights, title, interest in the Said Land under the First Schedule hereto and the Owner also hereby declare that during whole time of preparations of Said Plan or Plans, and obtaining sanction thereto, constructions and completions of the multi-storied building OR buildings and obtaining Completion and or Occupancy Certificate thereof as well as selling of the "Developer's Allocation", the Owner shall not interfere in any manner and by any means and shall not be entitled to raise any objection and also shall not be entitled to create any obstructions thereof. It has been clearly agreed by and between the parties hereto that the Developer if deem fit and proper for the propose of maximum commercial exploitation of the Said Land shall be entitled to construct the Building/s deviating from the original sanctioned plan at its own risk and responsibility without creating any legal hazards to the Owner and in such an event shall be fully responsible by mates and bound to obtain the "Occupancy Certificate" by regularizing such deviations through revise plan/s and by paying necessary Fees and or development charges as shall be requisite



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by the concerned Municipal Authority. The Owner however NEITHER shall be liable to pay on account of such deviations NOR shall be entitled to claim any amount OR any constructed area out of the above account only other than the said Owner's Allocation agreed and stated hereinabove and described hereunder; and for all the work of development as well for selling of Developer's Allocations to the outsider purchaser/s and also for the purpose of delivery of Owner's Allocation and also for all practical purposes for proper implementation of the terms and conditions of this Agreement, the Owner herein has hereby deliver the peaceful vacate possession of the entire Said Land under the First Schedule to the Developer simultaneously with execution of these presents.

- It is agreed by and between the parties that subject to a marketable title is found and/or made out by the Owner, and also subject to making delivery of peaceful vacant possession of the entire land under the First Schedule by the Owner to the Developer and upon all the responsibilities, obligations and other conditions agreed hereto and all other obligations under the law of land are fulfilled by the Owner towards the Developer to enable it for making development and construction of the proposed Housing Project in all hazards free manners, the First Party shall be entitled to get total Carpet Area measuring 758 Sq. ft. carpet area consisting of a residential flat including balcony and a car parking space, in the multi-storied Building/s proposed to be constructed on the Owner's Land under the First Schedule as described hereinabove as "Owner's Allocable Portions" in fully complete and in habitable nature together with the facilities of water and electricity connection together with the proportionate undivided interest or share out of the 'Said Land' along with all proportionate right on all common areas, common facilities in the proposed building or building/s thereon or thereupon. The said "Owner's Allocable Area" described in Part-I of the Second Schedule hereto togetherwith undivided proportionate shares in all common areas described in the Fourth Schedule and togetherwith proportionate share of the said land described hereunder the First Schedule and all the rights, benefits and appurtenances in connection to the portions allocable to the Owner is collectively for the sake of brevity hereinabove and hereunder referred to as the "Owner's Allocation". It has been also agreed by and between the party herein that in addition to the said Owner's Allocation the Owner shall not be entitled to any additional area and or any cash consideration. Beside the above "Owner's Allocation".
- 3. For the purpose of implementation of this agreement and execution of the entire work of development of multi-storied building/s and also for selling of the Developer's Allocation in favour of it's nominee/s and or assignee/s, the Owner herein shall after execution of these presents execute a General Power of Attorney in favour of Sri Sanjeeb Gupta and Sri Sujit Gupta the nominated Directors of M/s. Mahamani Properties Pvt. Ltd. to act jointly or severally on



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behalf of the Owners herein. It is expressively mentioned hereto that the Developer shall be uninterruptedly entitled to exercise the aforesaid General Power of Attorney for selling of the entire constructed portions togetherwih the undivided and impartable share of the said land under the First Schedule and or any portions thereof save and except the said "Owner's Allocation" to any intending Purchaser or Purchasers at any price and against such lawful terms and conditions as the Developer shall deem fit and proper. It is also understood that to facilitate the construction of Development at the Project Site by the Second Party and for obtaining necessary connections and utilities therein or therefor, various acts deeds matters and things not herein specified may be required to be done by the Second Party and for which the Second Party may need the authority of the First Party and various applications and other documents may be required to be signed or made by the First Party relating to which specific provisions may not have been mentioned herein. The First Party hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Second Party to be done in the matter and the First Party shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Second Party for all such purposes and the First Party also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Second Party. The said Power or Powers Of Attorney so to be granted by the First Party/Land Owner to the Second Party/Developer/Builder and/or its nominee/s shall be exercised jointly or severally by the said Attorney's Sri Sanjeeb Gupta and Sri Sujit Gupta the authorized director/s of the Second Party herein 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 PROPERTY" and the entire Housing Project is fully and properly developed by the Developer/ Builder and that the transfer and/or conveyances of the flats, car parking spaces, shops 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 Owner/s is/are registered and starts functioning.

4. Immediate after sanction of the Building Plan or Plans by the concerned authorities and after obtaining the work order and subject to having peaceful vacant possession of the 'Said Land' under the First Schedule hereto from the Owner, the Developer shall commence and complete the work of construction of the proposed building/s and shall hand over the said Owner's Allocable portions in the proposed building/s within 48 (Forty Eight) months from the date of sanction of the Building Plan. The said allocable portions to the Owner shall be delivered by the Developer in a finished and habitable condition free from all encumbrances provided the marketable title is found and or made out by the Owner in respect of the 'Said Land' under the First Schedule hereto and subject



ADDITIONAL REGISTRARY OF ASSURANCES-IV, KOLKATA

to all the terms, conditions, stipulations, covenants and obligations covered under this agreement and also under the law is/are observed and fulfilled by the Owner. It is agreed that the costs of obtaining the sanctioned plans, it's amendments and modifications as well as entire construction of the building or buildings, architect's fees and all other costs which will be incurred towards entire development work are to be borne solely by the Developer. Any dues on such accounts if found subsequently shall be payable by the Developer. It is also understood and agreed by and between the parties that eventually if the Developer fails to deliver the Owner's Allocation within the said agreed period mentioned, then a grace period of six (6) months shall be permitted to the Developer for performing it's such obligation towards the First Party and even after then if the Developer fails and neglect to deliver the Owner's Allocation then a sum of Rs.5,000/- per month shall be charged as the pre-settled penalty charges and payable by the Developer to the Owner herein for the period till the Owner's Allocation are delivered to the Owner PROVIDED due to any claim, demand, dispute, suit, injunction etc. arising out of the Owner's right and title regarding the subject property if the Developer is prevented to make constructions and or work at the project side is restrained, then the time stipulated for delivery of the Owner's Allocation shall be extend accordingly.

The Developer shall be exclusively entitled to other than the common areas and other than the said Owner's Allocation as agreed and stated above, all residue flats, floors parking spaces and other units whatsoever of the said proposed building or all buildings within the said Housing Project proposec to be constructed on and upon the 'Said Land' under the First Schedule and or on the proposed amalgamated land as defined above togetherwith undividec and proportionate shares of common areas, common amenities and common facilities along with undivided proportionate share of the said Demised Land under the First Schedule without any further units and without monetary consideration payable to the Owner. The said residue portions (other than the Owner's Allocation) of all the flats, floors, shops, parking spaces/units togetherwith the common rights and undivided share of the said Demisec Land under the First Schedule hereto in the manners stated hereinabove, are collectively hereinabove and hereinafter for the sake of brevity referred to as the Developer's Allocations. The Developer at it's own choice and discretion shall be fully entitle to withhold the said "Developer's Allocations" and further shall be exclusively entitled to dispose of it's said allocations entirely and or any portion thereof to any person/s, firm/s, company / companies by way of sale / mortgage / lease against any price and / or selami at it's sole discretion. The Owner however, in that event neither shall be entitled to raise any objections and or to create any obstructions thereof at any point of time whatsoever either before or after delivery of the Owner's Allocation is/are made by the Developer; nor shall be entitled to any part out of the said "Developer's Allocations" under Part-II of



ADDITIONAL PEGISTRAR OF ASSURANCES IV, KOLKATA

the Second Schedule herein as well in the sell-proceeds of the "Developer's Allocations" and shall have no claims or demands of whatsoever nature therein.

- 6. The Developer from the date hereof shall be entitled to enter into any or all agreement with any person/persons relating to the Developer's Allocations without hampering the Owner's interest to obtain the Owner's Allocation in the proposed building or buildings on the said land / said property under the First Schedule hereto. The Developer shall be fully entitled to obtain any earnest money and/or any finance against the Developer's Allocation from any intending buyer / buyers, lessee / lessees and/or mortgagee / mortgagees without hampering the Owner's interest.
- 7. The Developer shall be entitled to appoint Architect for supervising the structural constructions of the foundation, basements, pillars, structures, slabs, concrete, underground/ overhead reservoirs, electrical and plumbing fixtures and materials used for constructions, and sewerage, systems etc. and the Developer shall have the right to do so but exclusively at its (Developer) own costs and expenses to look after the same only. However, as agreed upon by both the parties, good quality materials as available in the market will be used for construction of the entire building/s and the Landowner shall not be liable / responsible in any manner whatsoever regarding the construction materials used by the Developer.
- 8. The Landowner from the date hereof shall always extend and offer all possible necessary facilities to the Developer for preparing and submitting the Building/s Plan/s to the Competent Authorities Concern and in obtaining sanction thereof and also for obtaining permanent connection of water supply, electricity with meter, drainage, sewerage, telephone and similar other installations needed for completion or the proposed multi-storied buildings hazards free and in well habitable conditions for all the residents at the cost and expenses of the Developer; and for all such purposes the Owner herein shall cause to sign and execute all such necessary Applications, Declarations, Affidavits and all such documents relating the said premises as and when shall be required and asked by the Developer.
- 9. The Landowner shall cause to handover and deposit the Original Title Deed/s and other relevant documents in respect of their land described in the First Schedule hereunder at the time of signing this Agreement to the Developer herein since all those shall remain in the custody of the Developer for inspection and examination of title of the property by the intending purchaser/s of the units/flats etc. and or their respective Advocates/ Solicitors till the entire Housing Project is fully completed and also the transfer of all the flats/parking spaces/ shops/units are made; and thereafter all such Original Title Deeds shall be



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handedover by the Developer to the custody of the Owner's Association of the proposed Housing Project. The Developer shall issue a Receipt to the Owner herein upon having the Original Title Deeds and Documents from the Owner herein.

- 10. For the purpose of the construction of the said new proposed building or buildings the Architect, Engineers, other Technical experts and all work men, shall be appointed by the Developer and it (developer) shall be responsible for making payment to each and all of them. The land owner shall have no liability for making any such payment to any one of them either during the construction or after completion of the construction or at any point of time whatsoever.
- 11. It is agreed that in the event of any damage or injury arising out of any sort of accident due to carelessness of the workmen and others, victimizing such workmen or any other persons whatsoever or causing any harm to any property during the course of construction the developer shall keep the Landowner, it's estate and effects safe and harmless and indemnify against all suits, actions, claims, demands, whatsoever arising out of such eventualities.
- 12. It is agreed that the Owner, whenever it becomes necessary and asked by the Developer shall sign papers and execute documents in connection with obtaining of sanctioned plan or any modification thereof during the course of construction period of the proposed multi-storied building/s till completions thereof and also in disposal and sale of any and or all units/portions of the said multi-storied building or buildings save and except the Owner's Allocable portions in the building/s proposed to be constructed on and upon the 'Said Land' under the First Schedule hereto by the Developer without raising any objection, thereto.
- 13. It is agreed by the landowner that in future or during the course of construction, if any defect on the title is found or any suit is lodged against the Landowner's in respect of the said landed property mentioned in the first schedule, the developer shall have the liberty to proceed against the same on behalf on the land owner and all costs and expenses if so incurred by the Developer on and behalf of the Owner herein defending or proceeding such suit/disputes and or to make such defects, shall be adjusted by the Developer from the "Owner's Allocation" at the time of delivery of the same to the Owner herein if the Owner fails to reimburse the same to the Developer. However the Owner herein hereby indemnify and further shall cause to make indemnified the developer to keep save and harmless from any or all suits, actions, claims and or demands of whatsoever nature created either by any outsiders OR any person claiming right, title and interest under or through the Owner herein. However, it is clear that due to any defects in title and or defects in Land Settlement Records in



ADDITIONAL REGISTRAR OF ASSURANCES IV, KOLKATA

respect of the nature and character of the property and or due to non-fulfillment of all the necessary obligations on the part of the Landowner covered under these presents and also covered under the Law of Land, if this Agreement is not implemented or however not practicable to carried over and as such if this agreement is determined or terminated by either the party herein and or in effect of any Court's Order/s then the First Party shall be liable to pay all the costs and expenses till then incurred by the Developer forthwith the Developer claim to have payment of the same by a written Notice and in such event the physical possession of the 'Said Property' under the First Schedule hereto shall remained with the Developer till all such amounts and claims are recovered by the Developer from the Owner.

Both the parties hereby agreed that the time specified in clause 4 (four), hereinabove for completion and the delivery of the portions allocable to the Owner is subject to force-majeure i.e. if the construction is prevented or interrupted due to any natural calamities such as floods, earth quake, pardemic situation, war, riots, crisis of materials in the market due to any natural calamities and for any order made by any Court of Law and or by any Government / Semi-Government / Statutory Authorities / Local authorities and for any or all irresistible circumstances beyond the control of the Developer, the time specified with relaxation made therein and provided in Clause - 4 for such delivery of Owner's Allocation shall be extended upto a period considerable by such circumstances whereby the Developer is prevented to handover the Owner's Allocable said portions within the period specified and relaxation provided in clause 4 (four) hereinabove. It is expressively mentioned hereby that the Developer unless prevented by the circumstances in the manners stated hereinabove shall within the specified period complete the Owner's Allocable portions and shall intimate the Owner through Registered Post offering the Owner for taking delivery of Owner's Allocable portions within 30 days from the date of such intimation, AND in failure or negligence on the part of the Owner to take delivery of her allocation within said noticed period of 30 days, the Developer after fulfilling it's obligation in a manner as stated herein shall not be liable for breach of this contract, nevertheless shall be responsible and or liable to pay any amount on account of damages, penalty and or mesne-profit whatsoever and further shall be entitled to continue with exercising of its absolute rights and authority to dispose of the Developer's Allocations by handing over the possession of the unit/units out of the Developer's Allocations to the intending purchaser and or the purchasers or lessee, lessees with fully entitle to prepare execute and register any conveyance or conveyances and or any kind of lawful Deed of Transfer in favour of any purchaser or purchasers in respect of and to the extent of the Developer's Allocation in the Said Premises and in the said proposed amalgamated premises and the Owner herein shall be entitled to raise any objections or create any obstructions by any means in any



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manners whatsoever. Be it mentioned hereto that since the said General Power of Attorney so to be executed by the Landowner is in relation to this Development agreement, the same shall be read and interpreted analogously considering both the documents a single document and transaction for its legal interpretation.

- 15. Both the parties agree that the terms and conditions contained in this Agreement and in the Schedules annexed therewith have been agreed amongst the parties herein in the most cordial and friendly manners. If any complications arises beyond the agreed terms and conditions incorporation in the Agreement and/or in proper implementation thereof both the parties shall endeavor to sort it out at bi-parties level. The Owner hereby declare and assure the Developer not to restrain the later in continuing it's entire activities of construction and selling of Developer's Allocations at any point of time either during the whole period of constructions, it's completion and selling of it's allocable AND/OR after the obligations of the Developer towards the Owner agreed hereby are fulfilled by the Developer in the manners as stated in Clause 4 (four) and Clause 14 (Fourteen) hereinabove.
- 16. The Landowner shall cause to pay the Municipal Rates and Taxes and also Rent or Khazna payable to the Collector North 24-Parganas upto the month of September, 2016 and thereafter such tax and khazna shall be payable by the Developer until the Owner's Allocable portions are not delivered. The Owner also hereby agrees and covenants with the Developer to pay proportionate Municipal rates, taxes, the Rent or Khazna payable to the Collectorate North 24-Parganas and all other outgoings including service-tax, vat and others as applicable and payable time to time under statue and laws for the time being in force and also the monthly common maintenance charges in respect of the Land Owner's Allocable Portions on and from the date of delivery of the possession of the Landowner's Allocation to the Landowner by the Developer so as the Developer and or its nominee/s and or assignee/s also shall cause to pay the same to the extent of the Developer's Allocations.
- 17. The Landowner shall cause to be joined such person or persons as Vendor/s and or Confirming Parties as may be required in law and also by the Developer in the Agreement/s and/or sale deeds that may be executed for sale and transfer of the Developer's Allocation in favour of the intending purchasers.
- 18. Upon the Developer constructing and delivering possession to the Landowner of her allocation, the Landowner shall hold the same terms and conditions and restrictions as regard the user and maintenance of the buildings as the other flats purchaser/s of the buildings.

ADDITIONAL REGISTRAR OF ASSURVANCES-IV, KOLKATA

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- 19. The Landowner's Allocation in the new building or buildings at the said premises shall be subject to the same restriction on transfer and use as are applicable to the Developer's Allocation in the new buildings intended for the common benefits of all occupiers of the new building or buildings which shall include the following.
- 20. Neither of the Parties herein shall use or permit to use each of their respective allocations in the new building or buildings or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazards to the other occupiers of the new building or buildings.
- 21. Landowner shall not demolish or permit demolition of any wall or other structure in their allocations or any portion thereof or made any structural alteration therein without the previous consent and/or permission from appropriate authorities.

22. THE LANDOWNER FIRST PARTY DO HEREBY COVENANTS WITH THE DEVELOPER SECOND PARTY:

- That each and every representation made by the First Party/Land Owner hereinabove is/are all true and correct and agrees and covenants to perform each and every representation and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this agreement by the First Party/Land Owner.
- ii) That with effect from the date of execution hereof, the First Party/Land Owner 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.
- That the First Party/Land Owner shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Second Party/Developer/Builder; RECEIPROCALLY the Second Party Developer shall not be entitled to assign this agreement wholly to any other Developer-Builder save and except to its sister concerns and or ancillary organization.
- iv) That both the Parties shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or



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ADDITIONAL REGISTRAR OF ASSURANCES-IV, KOLKATA

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permit any act or omission contrary to the terms and conditions of this agreement in any manner.

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- v) That the First Party/Land Owner shall not cause any interference or hindrance in the sanction/modification/ alteration of Sanction Plan/s in terms hereof, construction and development at the Project Site by the Second Party and/or Transfer of the Second Party's Allocation and not to do any act deed or thing whereby any right of the Second Party hereunder may be affected nor make any claim whatsoever in any other part or portion of the Project Site except the First Party's Allocation; RECEIPROCALLY the Developer shall not cause hamper and or interfere in the rights of the First Party to sell-transfer of flats/units, etc. uncer the Landowner's Allocations
- vi) That for all or any of the purposes contained in this agreement, the First Party shall render all assistance and co-operation to the Second Party and sign execute, submit and deliver at the costs and expenses of the Second Party all plans, specifications, undertakings, declarations, no objections, disclaimers, releases, papers, documents, powers and authorities as may be lawfully or reasonably required by the Second Party from time to time.
- vii) That it is bi-laterally agreed in between the parties hereto that the First Party/Land-Owner shall bear proportionate costs or charges for installation of electrical transformer within the project for the reasons of consumption of electricity within the allocated areas of the First Party/Land Owner.
- viii) That the Second Party do hereby agree and covenant with the First Party not to do any act deed or thing whereby any right or obligation of the First Party hereunder may be affected or the First Party is prevented from making or proceeding with the compliance of the obligations of the First Party hereunder.
- 23. The parties shall abide by all Laws, Bye-Laws, Rules and Regulations of the Government, Local Bodies statutory authorities as the case may be and each of the parties herein shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, Bye Laws, Rules and Regulations if made by each of them.
- 24. The respective allottees shall keep the interior and external walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the new building or buildings



ADDITIONAL REGISTRAR OF ASSURANCES-IV, KOLKATA

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in good working condition and repair and in particular so as not to cause any damage to the new building or buildings or any other space or accommodation therein and shall keep other occupiers of the building indemnified from and against the consequences of any breach.

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- 25. The parties hereto shall not do or cause or permit to be done any act or thing which may render void and violable any in insurance of the new building or buildings or any part thereof and shall keep the Developer and other occupiers of the said building/s harmless and indemnified from and against the consequence of any breach.
- 26. No combustible goods or other items/materials shall be kept by the Landowner or by the Developer for display or otherwise in the corridors or other places of the common use in the new building or buildings and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the new building or buildings and in case any such hindrance is caused by the Developer or the Landowner and/or each of his/her/their/its respective nominees/assignees, as the case may be shall entitled to remove the same at the risk and cost of each of them.
- 27. Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in the compounds, corridors and or any other portion or portions of the new Building or Buildings save and except the particular garbage or receptacles provided by the Developer within the Enclave.
- 28. The Landowner shall permit the Developer and it's servants and agents with or without workmen and others at all reasonable times, to enter into and upon the Owner's Allocation and every part thereof for the purpose of maintenance or repairing any part of the new building and/or for the purpose of repairing maintaining re-building cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains, gas and water pipes and electric wires and for new similar purposes.
- 29. On or before taking delivery of the "Owner's Allocations" the Land Owner shall cause to pay and deposits to the Developer the necessary mandatory charges as hereunder:-
- A. (i) Proportionate cost of Installation of main meter or Transformer/ Electrical equipments costs, deposits and others.
 - (ii) Power Backup Charges.
 - (iii) Club membership charge.



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- B. (i) Pay and Deposit in advance 6 (six) months of monthly common maintenance charges.
 - (ii) Pay and Deposit a sum of Rs. 10,000/- as a Security Deposit towards temporary consumption of electricity for each of the unit under the Owner's Allocation from the Main Service connection.
 - (iii) The actual amount of Security Deposit charged by the WBSEDCL Authority is payable by the Land Owner in respect of individual meter for the Owner's Allocable Portions.

30. <u>IT IS FURTHER agreed and understood between the parties hereto as follows:-</u>

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



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

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32. However, if any disputes or differences arises between the parties implementing this agreement or facing true interpretation to the terms herein, the same shall be 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 as Amendment Act 2015 and also all its modifications for the time being in force shall be final and binding on both the parties.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(The Said Property Of The Party Herein)

ALL THAT PIECE OR PARCEL OF A BASTU LAND' total admeasuring 2 cottahs 03 chittacks 30 sq. ft. be the same a little more or less comprised in part of C.S. Dag No. 3196 corresponding to R.S. as well L.R. Dag No. 2175, under C.S. Khatian No. 1034, R.S. Khatian No. 352, L.R. Khatian Nos. 3404/1 at present recorded under L.R. Khatian No. 24234 in the Land Settlement Record of Right, with all sorts of rights of easements, privileges and benefits in connection thereto, lying and situated at Mouza: Gopalpur, J.L. No. 2, Touzi No.10, Police Station: formerly Rajarhat at present under Airport P.S, District of North 24-Parganas, presently within the limits of Bidhannagar Municipal Corporation Ward No. 4, and is butted and bounded by:

ON THE NORTH: By 12' Feet Wide Common Passage;
ON THE SOUTH: By Part of R.S./L.R. Dag No. 2175;
ON THE EAST: By Part of R.S./L.R. Dag No. 2175;
ON THE WEST: By 6' Feet Wide Common Passage.

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

ALL THAT total Carpet Area admeasuring 758 Sq. ft. in a manner of a residential flat including Balcony and a Car Parking Space within the



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ADDITIONAL REGISTRAR OF ASSURANCES-IV, KOLKATA

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covered common Car Parking Zone in the proposed building/s (save and except the common areas) so to be constructed by the Developer on and upon the Owner's Said Land under the First Schedule; and the said Total Carpet Areas so allocable to the Owner shall be attributable to the net land area so shall be physically available to the Developer in respect of the Land under the First Schedule out of the total Land area within the proposed amalgamated land whereon or whereupon the entire proposed Housing Enclave/Project shall be constructed by the Developer Togetherwith proportionate undivided common shares in all common areas common amenities and common facilities in a complete finished and in habitable conditions Togetherwith proportionate and undivided impartable right, title and interest as co-owners on the said land and or the said Demised Land descried in the First Schedule hereinabove.

THE SECOND SCHEDULE PART - II ABOVE REFERRED TO

(Allocation of the Developers/Builders)

ALL THAT entire residue flats, floors, parking places, and other portions in all the proposed Buildings on and upon the Land described in the First Schedule and within the proposed Housing Project Save and Except the said Owner's Allocation, as defined above and also described in Part – I of this Second Schedule and also save and except the common areas, the entire remaining areas in the new building/s consists of the residential flats, commercial spaces, shops and garages/car parking spaces proposed to be constructed on and upon the Owner's Land written in the First Schedule hereinabove together with the proportionate undivided share therein along with undivided and proportionate share of the common facilities which shall be absolutely belong to the Developer and/or it's nominee/s or assignees under the terms and conditions of this Development Agreement.

THE THIRD SCHEDULE ABOVE REFERRED TO:

S PECIFICATIONS:

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1. DOOR & WINDOW:

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



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ADDITIONAL REGISTRAR OF ASSURANCES IV, KOLKATA

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

4. SANITARY & PLUMBING:

Standard Toilet would be provided with C.P. Shower one commodes/Indian type pan (Parryware or similar brand) with P.V.C. cistern (Reliance Co.). And in 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.
- Each flat will be provided with the following electrical points:
 (All switches modular type (Mylinc print of legrand or similar brand. of the same rate)

i)	Bed room (each)	2 Light points		
		1 Fan point		

1 Plug point (5 Amp.)

ii) Dining/Drawing 2 Light points

2 Fan point

2 Plug point (15 Amp.) 1 TV Power point

1 Cable Point without Wire

1 phone Point without Wire

iii) Kitchen 1 Light point

1 Exhaust Fan Point

1 Plug point (15 Amp.)

iv) Toilet 1 Light point

1 Exhaust Fan Point

1 Plug point (5 Amp.) for Geyser

v) Verandah

1 Light point

vi) Entrance

1 Door Bell point

Vii) Master Bedroom

1 TV Power point.



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ADDITIONAL REGISTRAR OF ASSURANCES N, KOLKATA

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with the

WATER: 6.

Underground water tank and overhead water

tank is to be constructed for supply cf water

(24 hours).

PAINTING: 7

Plaster of Paris inside walls.

OUTSIDE PAINTING: 8.

Snowcem 2 coats painting.

9.

RAILING OF STAIR CASE: Railing of iron.

STAIR CASE PAINTING: 10.

Plaster of Paris with colour.

11. LIFT: Standard Quality Lift.

12. Lobby Well Decorated.

THE FOURTH SCHEDULE REFERRED TO :

(Common Areas & Common Facilities)

- Staircase of all the floors of the said multi-storied building.
- Common landings with Lift, Common passage including main entrance 2. leading to the ground floor.
- 3. Water tank, overhead tank and water supply line from Deep Tube-well with 440 volts Motor and Water pump.
- Common toilet on the ground floor.
- Caretaker's room.
- 6. Meter space.
- External electrical installations switch boards and all electrical wiring and other electrical fittings installed in the said building.
- Drainages, sewerage, septic tank and all pipes and other installations for 8. the same.
- Boundary walls and Main gate. 9.
- 10. Other areas and installations and/or equipments if so provided by the Developer in the Building and/or the Premises, at extra cost, for common use and enjoyment such as CC TV, EPABX, Intercom, Cable TV connection, Internet Connection, Telephone lines, Gas lines etc. and other common amenities and facilities for common uses.



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11. Such other common parts areas equipments installations fittings fixtures and common and common passages as shall be provided by the Developer at its sole discretion and as shall be available in future in or about the said land and the said building and or in amalgamated land and buildings as are necessary for passage and/or use of the unit in common by the co-owners with the Developer and/or its respective nominees appertaining to proportionate cost in terms of sq. ft. It is expressively mentioned hereby that the Developer shall be exclusively entitle to provide the common passages at its sole choice and desecration leading from Main Road through another adjacent properties to the said property hereunder the First Schedule and reaching to others property surrounding and adjacent herewith and amalgamated with each others in future by the Developer for the free ingress and egress of the prospective buyers /residents of proposed buildings in this premises and or in the said amalgamated premises.

COMMON EXPENSES:

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



ADDITIONAL PERCETRAR
OF ASSURVATORS FR. ROLVATA

1 2 AUG 2021

- All litigations expenses incurred for the common purpose and relating to the common use and enjoyment of the common portion and for all common affairs.
- All other expenses as shall be required in future for running of proper and smooth administration of the Building or Buildings and the upkeepment of the same.

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

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

1. Dupauk Pepto Kamalpen, Slyemneger. Cd-443124

2. S. Lag 10 0 lo S/in).

Tapati Ghosh.

OWNERS/VENDORS

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

1. Dupace Cuple

2. 8 Rgg

DEVELOPER

Drafter by me as per lay the penties.

K. C. Maronsker Page 27 of 27

Advocate



ADDITIONAL TO A TRACTAL OF ASSURANCED BY MOLIKATA

1 2 AUG 2021

SPECIMEN FORM FOR TEN FINGER PRINTS

Signature of the			LEFT HAND)	
Executants/Presentants	Little	Ring	Middle	Fore	Thumb
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	Thumb	Fore	Middle	Ring	Little
Tapate Ghosh.			LE LAND		
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ADDITIONAL RECISTRAR OF ASSURANCES-IV, KOLKATA

1 2 AUG 2021

आयकर विभाग INCOMETAX DEPARTMENT



भारत सरकार GOVT. OF INDIA

TAPATI GHOSH
SUBODH CHANDRA GHOSH
02/01/1971
Permanent Account Number

AHPPG4778F

Topol Glosh





In case this card is lost / found, kindly inform / return to : Income Tax PAN Services Unit, UTIISL Plot No. 3, Sector 11, CBD Belapur, Navi Mumbal - 400 614.

सह कार्ड खो जाने पर कृपया सूचित करें/लीटाए : आयका पेन सवा चुनीट, UTIISL एनार ने: ३, सेक्टर ११, सी.बी.डी.बेलापूर, जारी मंबर-४०० ६३४:

Tapati Ghosh.

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TO THE PART OF THE PROPERTY.

ভারত সরকার

Linique Identification Authority of India

তালিখালুঙির আঁই ডি / Enrollment No. :

1111/99556/00641

To Tapati Ghosh

27/02/2014

GOPALPUR HOUSE Rajarhat Rajarhat Gopalpur, North 24 Parganas West Bengal - 700136

KL793336088FT



আপনার আধার সংখ্যা / Your Aadhaar No.:

4583 1760 8662

^{আবার} – সাধারণ মানুষের অধিকার



্ড**ে (ব্যুদ্ধ** তপতী ঘোষ

Tapati Ghosh পতি: পৃথীয় কুমায় ঘেম Husband Subir Kumar Ghosh

জন্মতারিখ/DOB: 02/01/1971 মহিলা / Female



4583 1760 8662

আধার **– সাধারণ মানুষের অধিকার**







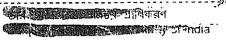
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- 🛎 আধার পরিচ্যের প্রমাণ, নাগরিকত্বের প্রমাণ ন্য ।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা লাভ করুন।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.
- আধার সারা দেশে মানা।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী গরিষেবা
 প্রাম্ভির সহামক হবে।
- Aadhaar is valid throughout the country
- Aadhaar will be helpful in availing Government and Non-Government services in future.





ঠিকানা:, ., .গেণালপুর হাউস রাজারহটি, রাজারহটি পেশালপুর উত্তর ২৪ পরগনা, পশ্চিমবঙ্গ, Address: GOPALPTIR
HOUSE, Rajarhat Rajarhat
Gopalpur North 24
Parganas, West Bengal
700136

4583 1760 8662







Tapali Ghosh.

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भारत सरकार GOVERNMENT OF INDIA



দিক ওয়া DIPAK GUPTA Prof : ৰাজকুমার ওয়া Fether : RAJKUMAR GUPTA জয়া সাল / Year³ of Birth : 1968 পুরুষ / Male



9123 5114 7070

আখার - সাধারণ মানুষের অধিকার



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ unique identification authority of india

ঠিকালা:

কমনপুর, শ্যামলগর, কাউগাছি (মিটি), শ্যামলগর, উত্তর ২৪ পরগলা, পশ্চিমবজ, 743127 Address: KAMALPUR, SHYAMNAGAR, Kowgachi(CT), Shyamnagar, North Twenty Four Parganas, West Bengal, 743127



1947 1600 160 1947 help@uidal.gov.in

www.uidai.gov.in

P.O. Box No. 1947, Bengaluru-560 001

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'आयकर विमाग INCOME TAX DEPARTMENT





म्यायी लेखा संख्या कार्ड Permanent Account Number Card

ADUPG1777F

पिता का उत्पा/ Father's Name GOPAL PRASAD GUPTA

बन्ध की तरराज , Date of Birth 08/01/1972

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तस्तादार/Signature





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भारत सरकार GOVERNMENT OF INDIA



সঞ্জীব গুণ্ড Sanjeeb Gupta জন্মতারিব/DOB: 08/01/1972 পুরুষ/ MALE

Mobile No: 9331018605

5353 7491 8356

VID: 9127 1105 7719 5526



MERA AADHAAR, MERI PEHCHAN



भारतीय विशिष्ट पहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা: তোগাল প্রসাদ গুণ্ড, বী এ - 17, সন্ট লেক সিটি, সেক্টর - 1, কলকাতা, বিধাননগর (এম), উন্তর ২৪ পর্গনা, পশ্চিম বঙ্গ - 700064

Address:
S/O Gopal Prasad Gupta, B A - 17, Salt Lake
City, Sector - 1, Kolkata, Bidhannagar(M),
North 24 Parganas,
West Bengal - 700064



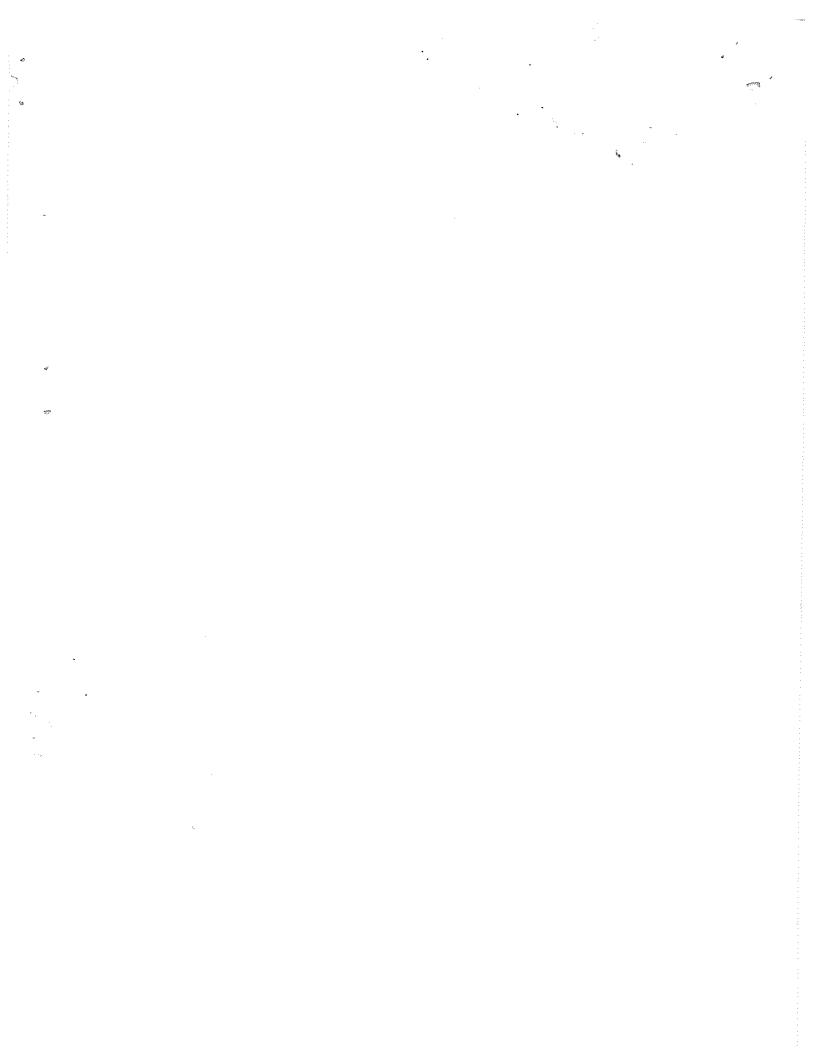






P.O. Box No.1947, Bengaluru-560 001

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Major Information of the Deed

Deed No : I-1904-07423/2021		Date of Registration 14/08/2021		
Query No / Year	1904-2001457540/2021	Office where deed is registered		
Query Date 11/08/2021 12:57:56 PM		1904-2001457540/2021		
Applicant Name, Address & Other Details MAHAMANI PROPERTIES PRIVATE I BA- 17, Salt Lake City, Sector-1, Thana WEST BENGAL, PIN - 700064, Mobile		LIMITED a : North Bidhannagar, District : North 24-Parganas, e No. : 9836843555, Status :Buyer/Claimant		
Transaction		Additional Transaction		
[0110] Sale, Development A		[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value		Market Value		
		Rs. 36,11,250/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 7,020/- (Article:48(g))		Rs. 101/- (Article:E, E, M(a), M(b), I)		
Remarks Received Rs. 50/- (FIFTY only) from area)		the applicant for issuing the assement slip.(Urban		

Land Details:

District: North 24-Parganas, P.S:- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Old 91 Route (Kaikhali Road), Mouza: Gopalpur, , Ward No: 4 Jl No: 2, Touzi No: 10 Pin Code: 700136

Sch No	Plot Number	Khatian Number			Area of Land		Market Value (In Rs.)	Other Details
1	LR-2175 (RS :-)	LR-24234	Bastu	Bastu	2 Katha 3 Chatak 30 Sq Ft			Width of Approach Road: 12 Ft., Adjacent to Metal Road,
	Grand	Total:			3.6781Dec	0 /-	36,11,250 /-	

Land Lord Details:

SI No	Name,Address,Photo,Finger print and Signature
1	Mrs Tapati Ghosh
	Wife of Mr Subir Kumar Ghosh Kalipark, Gopalpur House, City:-, P.O:- Rajarhat Gopalpur, P.S:-Airport, District:- North 24-Parganas, West Bengal, India, PIN:- 700136 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AHxxxxxx8F, Aadhaar No: 45xxxxxxxxx8662, Status: Individual, Executed by: Self, Date of Execution: 12/08/2021
	, Admitted by: Self, Date of Admission: 12/08/2021 ,Place: Pvt. Residence, Executed by: Self, Date of Execution: 12/08/2021 , Admitted by: Self, Date of Admission: 12/08/2021 ,Place: Pvt. Residence

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Developer Details:

SI No	Name,Address,Photo,Finger print and Signature
ļ	MAHAMANI PROPERTIES PRIVATE LIMITED BA-17, Salt Lake, Sector-1, City:-, P.O:- Bidhannagar, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064, PAN No.:: AAxxxxxxx3A,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

Representative Details:

2 1-	
SI No	Name,Address,Photo,Finger print and Signature
The state of the s	Mr SANJEEB GUPTA (Presentant) Son of Mr Gopal Prasad Gupta BA-17, Salt Lake, Sector-1, City:-, P.O:- Bidhannagar, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx7F, Aadhaar No: 53xxxxxxxxx8356 Status: Representative, Representative of: MAHAMANI PROPERTIES PRIVATE LIMITED (as DIRECTOR)

Identifier Details:

Name	Photo	Finger Print Signature
Mr DIPAK GUPTA Son of Late Rajkumar Gupta Kamalpur, City:-, P.O:- Jagaddal, P.S:- Jagaddal, District:-North 24-Parganas, West Bengal, India, PIN:- 743127		
West Bengal, India, PIN:- 743127 Identifier Of Mrs Tapati Ghosh, Mr SA	NJEEB GUPT	TA

Transfer of property for L1		
SI.No From		To. with area (Name-Area)
1	Mrs Tapati Ghosh	MAHAMANI PROPERTIES PRIVATE LIMITED-3.67813 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S:- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Old 91 Route (Kaikhali Road), Mouza: Gopalpur, , Ward No: 4 Jl No: 2, Touzi No: 10 Pin Code: 700136

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2175, LR Khatian	Owner:তপভী ঘোষ, Gurdian:সুবীর	Mrs Tapati Ghosh
	No:- 24234	কুমার ঘোষ, Address:নিজ ,	
		Classification:বাগান,	
		Area:0.04000000 Acre,	

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Endorsement For Deed Number: I - 190407423 / 2021

On 11-08-2021

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 36.11.250/-

(mm-/

Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

On 12-08-2021

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

Presented for registration at 17:00 hrs on 12-08-2021, at the Private residence by Mr SANJEEB GUPTA,.

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

Execution is admitted on 12/08/2021 by Mrs Tapati Ghosh, Wife of Mr Subir Kumar Ghosh, Kalipark, Gopalpur House, P.O: Rajarhat Gopalpur, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by Profession Business

Indetified by Mr DIPAK GUPTA, , , Son of Late Rajkumar Gupta, Kamalpur, P.O: Jagaddal, Thana: Jagaddal, , North 24 -Parganas, WEST BENGAL, India, PIN - 743127, by caste Hindu, by profession Service

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

Execution is admitted on 12-08-2021 by Mr SANJEEB GUPTA, DIRECTOR, MAHAMANI PROPERTIES PRIVATE LIMITED (Private Limited Company), BA-17, Salt Lake, Sector-1, City:-, P.O:- Bidhannagar, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064

Indetified by Mr DIPAK GUPTA, , , Son of Late Rajkumar Gupta, Kamalpur, P.O: Jagaddal, Thana: Jagaddal, , North 24 -Parganas, WEST BENGAL, India, PIN - 743127, by caste Hindu, by profession Service

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Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

On 13-08-2021

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101/- (E = Rs 21/- I = Rs 55/- M(a) = Rs 21/- M(b) = Rs 4/-) and Registration Fees paid by by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/08/2021 5:14PM with Govt. Ref. No: 192021220049443818 on 11-08-2021, Amount Rs: 21/-, Bank: SBI EPay (SBIePay), Ref. No. 7854134540036 on 11-08-2021, Head of Account 0030-03-104-001-16

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Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by by online = Rs 6.920/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/08/2021 5:14PM with Govt. Ref. No: 192021220049443818 on 11-08-2021, Amount Rs: 6,920/-, Bank: SBI EPay (SBIePay), Ref. No. 7854134540036 on 11-08-2021, Head of Account 0030-02-103-003-02

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Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

On 14-08-2021

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101/- (E = Rs 21/-, I = Rs 55/-, M(a) = Rs 21/-, M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 80/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 100/- Description of Stamp

1. Stamp: Type: Impressed, Serial no 3345, Amount: Rs.100/-, Date of Purchase: 26/07/2021, Vendor name: M Dutta

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Mohul Mukhopadhyay ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

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Certificate of Registration under Section of and Note of.

Registered in Book - I

Volume number 1904-2021, Page from 371801 to 371845 being No 190407423 for the year 2021.



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Digitally signed by MOHUL MUKHOPADHYAY

Date: 2021.08.31 18:07:03 +05:30 Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2021/08/31 06:07:03 PM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA West Bengal.

(This document is digitally signed.)