

1) ABDUR RAHIM, PAN – ARQPR7520K, AADHAR NO. 2581 3184 8521, S/O. ABDUL LATIF, Residing at Village – Umarpur, P.O. – Ghorsala, P.S. – Raghunathganj, District – Murshidabad, PIN – 742 235, Indian Citizen, by faith – Muslim, by Occupation – Business,

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- SOYEB HOSSAIN SHAIKH, PAN BJSPS3376P, AADHAR NO. 6872 8580
 6412, S/O. SHAIKH SAUKAT HOSSAIN, Residing at Village & P.O. Jashar, P.S. – Pursurah, District – Hooghly, PIN – 712 415, Indian Citizen, by faith – Muslim, by Occupation – Business,
- SK HASIBUR RAHAMAN, PAN BAUPR3543N, AADHAR NO. 3204 9631 9173, S/O. LATE SEKH SUFIAR RAHAMAN, Residing at Village & P.O. – Purba Nayapara, P.S. – Mangalkote, District – Purba Bardhaman, PIN – 713 147, Indian Citizen, by faith – Muslim, by Occupation – Business,
- 4) KAZI ABDUR RAHAMAN, PAN AODPR4526H, AADHAR NO. 5960 8564 4210, S/O. LATE KAZI ABDUL AWAL, Residing at Village & P.O. – Khanji, P.S. – Ketugram, District – Purba Bardhaman, PIN – 713 129, Indian Citizen, by faith – Muslim, by Occupation – Service,
- SK GOLAM ASFIA RAHAMAN, PAN BFVPS5354G, AADHAR NO. 3997 1926
 4617, S/O. SK. SUFIUR RAHAMAN, Residing at Village & P.O. Purba Nowapara, P.S. – Mangalkote, District – Purba Bardhaman, PIN – 713 147, Indian Citizen, by faith – Muslim, by Occupation – Business,
- SAIFUL ANSARI, PAN AXXPA1811F, AADHAR NO. 3449 0907 0056, S/O. ABDUS SAMAD ANSARI, Residing at Village & P.O. – Mangalkote, P.S. – Mangalkote, District – Purba Bardhaman, PIN – 713 147, Indian Citizen, by faith – Muslim, by Occupation – Professor,
- 7) ALISHA PARVIN, PAN EKJPP2444A, AADHAR NO. 4019 6043 2075, D/O. MUNSHI KAMRUZZAMAN, W/O. SAIFUL ANSARI, Residing at Village & P.O. – Purba Nowapara, present Address – Village & P.O. – Mangalkot, P.S. – Mangalkote, District – Purba Bardhaman, PIN – 713 147, Indian Citizen, by faith – Muslim, by Occupation – Housewife,
- 8) ANSARI MESBAHUDDIN WAHED, PAN AGCPW6210G, AADHAR NO. 2965 5741 7711, S/O. ABDUL WAHED ANSARI, Residing at Village & P.O. – Mangalkote, P.S. – Mangalkote, District – Purba Bardhaman, PIN – 713 147, Indian Citizen, by faith – Muslim, by Occupation – Doctor,
- SK. MUJIBAR RAHAMAN, PAN ASFPR5205B, AADHAR NO. 4540 4493
 2268, S/O. SK. AMIR HOSSAIN, Residing at Village Bonpara, P.O. Jhilu,

P.S. – Mangalkote, District – PurbaBardhaman, PIN – 713 147, Indian Citizen, by faith – Muslim, by Occupation – Retired Person,

- 10) SK. NAJIBUR RAHAMAN, PAN CKUPR5595K, AADHAR NO. 6281 8544 0034, S/O. SEKH AMIR HOSSAIN, Residing at Village – Bonpara, P.O. – Jhilu, P.S. – Mangalkote, District – PurbaBardhaman, PIN – 713 147, Indian Citizen, by faith – Muslim, by Occupation – Business,
- 11) SABANA KHATUN, PAN JYCPK3601N, AADHAR NO. 9103 4335 3724, W/O. MD. OSMAN GANI, Residing at Green Chinar Complex, Noyapara, P.O. – Hatiara, P.S. – Rajarhat, District – North 24 Parganas, PIN – 700 157, Indian Citizen, by faith – Muslim, by Occupation – Housewife.
- 12) MOHAMMAD OSMAN GANI, PAN BBIPG8098Q, AADHAR NO. 5239 6160 7156, S/O. DELROUSUN SEKH, Residing at Green Chinar Complex, Noyapara, P.O. – Hatiara, P.S. – Rajarhat, District – North 24 Parganas, PIN – 700 157, Indian Citizen, by faith – Muslim, by Occupation – Doctor,
- 13) RUBINA KHATUN, PAN EAFPK3076M, AADHAR NO. 9050 6374 6225, D/O. AKBAR MONDAL, Residing at Village – Bhaluka, P.O. – Majhipara, P.S. – Amdanga, District – North 24 Parganas, PIN – 743 145, Indian Citizen, by faith – Muslim, by Occupation – Housewife,
- 14) SAHADEV ROY, PAN ALHPR1750J, AADHAR NO. 6550 8372 4040, S/O. SHIB-KINKAR ROY, Residing at Village – Rajgram Bazar, P.O. – Rajgram Bazar, P.S. – Murarai, District – Birbhum, PIN – 731 222, Indian Citizen, by faith – Hindu, by Occupation – Business,

hereinafter referred to as the 'OWNERS' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their

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legal heirs, successor, legal representatives, administrators and assigns) of the FIRST PART.

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AND

REDICAST PROPERTIES PVT LTD, a private company incorporated under the Companies Act, 1956, having its registered office at 302 North Block, Astra Tower, Akankha More, Kolkata 700156, (PAN - AALCR5001L) represented by one of its Director and authorised signatory SOYEB HOSSAIN SHAIKH (PAN NO. BJSPS3376P) (ADHAR NO.- 6872 8580 8412), s/o Shaikh Saukat Hossain, Indian Citizen, by faith – Muslim, by Occupation – Business, residing at Daptari Para, Jasar, Hooghly, Pin – 712415, hereinafter referred to as the 'CONFIRMING PARTY' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its/his successor, successor-in-interest, legal heirs, legal representatives, administrators and assigns) of the SECOND PART.

AND

NEELKANTH NIRMAN_PVT. LTD.(PAN NO.-AACCN0826A) a company within the meaning of the Companies Act, 2013 and having its registered office 17/H/8, Balai Singhi Lane, First Floor, Kolkata- 700009., represented by one of its Director and authorised signatory SRI BRIJESH KUMAR AGRAWAL (PAN NO. ACYPA6430G) (ADHAR NO.- 9163 5833 7726) s/o Late Baijnath Agrawal, Indian Citizen, by faith – Muslim, by Occupation – Business, residing at Alcove Gloria, 403/1, Dakshindari Road, P.O. Sreebhumi, P.S. Laketown, Kolkata – 700048, hereinafter referred to as the 'DEVELOPER' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its legal representatives, successors, successors-in- office, executors, administrators, nominees and assigns) of the THIRD PART.

1) WHEREAS Chani Bala Mondal was the recorded owner of the freehold undivided shall land measuring 16.5 decimals (8 Ana share), Nagendra Nath Mondal, Batakrishna Sardar and Kesharibala Dasi were the joint recorded owner of the freehold undivided shall land measuring 8.25 decimals (4 Ana share) and Subal Mondal, Hazra Mondal, Nilmoni Mondal and Krishnapada Mondal were the joint recorded owner of the freehold undivided shall land measuring 8.25 decimals (4 Ana share), being R.S Dag No. 653, under R.S. Khatlan No.66 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Bhangore, within the jurisdiction of Sub-Registrar at Bhangore in South 24 Parganas District, West Bengal and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

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AND WHEREAS said Chani Bala Mondal Gift and/or transferred the freehold undivided shall land measuring about 16.5 decimals out of 33 decimals in R.S. & L.R. Plot No. 653 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Bamanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal, by virtue of a registered sale deed dated 23.8.2006 Being No. 11724 for the Year 2006, duly registered in the office of the A.R.A., at Kolkata, West Bengal to Sailen Mondal, Tutul Mondal, Mithun Mondal, Debabrata Mondal and Subrata Mondal.

AND WHEREAS accordingly they became the owners of the above said property by way of this Deed, of the said Gift Deed, Sailen Mondal got 5.5 decimals land and Tutul Mondal, Mithun Mondal, Debabrata Mondal and Subrata Mondal got 2.75 decimals land each and only sailen Mondal mutated his name in the recent record of rights under L.R. Khatian No.1074, before B.L. & L.R.O Bhangore and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS said Nagendra Nath Mondal, Batakrishna Sardar, KesharibalaDasi, Subal Mondal, Nilmoni Mondal jointly sold and/or transferred the freehold undivided shali land measuring about 12.375 decimals out of 33 decimals in R.S. & L.R. Plot No. 653 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Bamanghata Gram Panchayat, within the Jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal, by virtue of a registered deed to Nitai Mondal, Nimai Mondal and Bharat Mondal and accordingly they became the owners of the above said property by way of this Deed and mutated their name in the recent record of rights under L.R. Khatian No.275, 283 & 423 respectively before the B.L. & L.R.O. Bhangore and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS said Nitai Mondal Gift and/or transferred the freehold undivided shall land measuring about 4.125 decimals out of 33 decimals in R.S. & L.R. Plot No. 653 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Barnanghata Gram Panchayat, within the jurisdiction of

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Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal, by virtue of a registered deed dated 01.8.2016 Being No. 3837 for the Year 2016, duly registered in the office of the A.D.S.R. at Bhangore, South 24 Parganas, West Bengal to Sandhya Mondal and Suvendu Mondal and accordingly they became the owners of the above said property by way of this Deed and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

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AND WHEREAS said Suvendu Mondal Gift and/or transferred the freehold undivided shali land measuring about 2.06 decimals out of 33 decimals in R.S. & L.R. Plot No. 653 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Bamanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal,by virtue of a registered deed dated 12.6.2017 Being No. 3196 for the Year 2017, duly registered in the office of the A.D.S.R. at Bhangore, South 24 Parganas, West Bengal to Nitai Mondal and accordingly they became the owners of the above said property by way of this Deed and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS said Nitai Mondal passed away, leaving behind his wife, Sandhya Mondal, one son, namely – Sailen Mondal and two daughters, namely- Arati Mondal and Bharati Mondal as his legal heirs and successors.

AND WHEREAS said Hazra Mondal sold and/or transferred the freehold undivided shall land measuring about 2.0625 decimals out of 33 decimals in R.S. & L.R. Plot No. 653 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Barnanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal, by virtue of a registered deed to **Dhirendranath Mondal** and **Lakshman Chandra Mondal** and accordingly they became the owners of the above said property by way of this Deed and mutated their name in the recent record of rights under L.R. Khatian No.262 & 549 before the B.L. & L.R.O Bhangore and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

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AND WHEREAS said Lakshman Chandra Mondal passed away, leaving behind his wife, Rani Bala Mondal, four sons, namely – Subhas Mondal, Prabhas Mondal, Parimal Mondal and Samar Mondal as his legal heirs and successors.

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<u>AND WHEREAS</u> said Krishnapada Mondal passedaway, leaving behind his wife, Kamali Mondal, three sons, namely – Gopal Mondal, Ajit Mondal and Kenaram Mondal and three daughters, namely- Shyamali Biswas, Doli Das and DipaliSantra as his legal heirs and successors.

AND WHEREAS said legal heirs of Krishnapada Mondal sold and/or transferred the freehold undivided shall land measuring about 2.0625 decimals out of 33 decimals in R.S. & L.R. Plot No. 653 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local-timits of Bamanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal, by virtue of a registered sale deed dated 01.8.2011 Being No. 5774 for the Year 2011, duly registered in the office of the D.S.R.-III at Alipore, South 24 Parganas, West Bengal to Sailen Mondal and accordingly he became the owner of the above said property by way of this Deed and mutated his name in the recent record of rights under L.R. Khatian No.1074 before B.L. & L.R.O Bhangore and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS said Sailen Mondal sold and/or transferred the freehold undivided shali land measuring about 0.83 decimals in R.S. & L.R. Plot No. 653 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Bamanghata Gram Panchayat, within the jurisdiction of Additional District Subregistration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas. West Bengal,by virtue of a registered sale deed dated 12.03.2021 Being No. 2008 for the Year 2021, duly registered in the office of the A.D.S.R., Bhangore, South 24 Parganas, West Bengal to <u>Alisha Parvin, i.e. the Owner No. (7)</u> and accordingly she became the owner of the above said property by way of this Deed and mutated her name in the recent record of rights under L.R. Khatian No.1259 before B.L. & L.R.O Bhangore and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

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AND WHEREAS above Dhirendranath Mondal and Legal Heirs of Lakshman Mondal, i.e. Rani Bala Mondal, Subhas Mondal, Prabhas Mondal, Parimal Mondal and Samar Mondal jointly sold and/or transferred the freehold undivided shall land measuring about 2.07 decimals in R.S. & L.R. Plot No. 653 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Bamanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal, by virtue of a registered sale deed dated 12.03.2021 Being No. 2008 for the Year 2021, duly registered in the office of the A.D.S.R., Bhangore, South 24 Parganas, West Bengal to <u>Sk Golam AsfiaRahaman, i.e. the Owner No. (5)</u> and accordingly he became the owner of the above said property by way of this Deed and mutated his name in the recent record of rights under L.R. Khatian No.1260 before B.L. & L.R.O Bhangore and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

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AND WHEREAS above Sandhya Mondal, i.e. one Legal Heir of Nitai Mondal sold and/or transferred the freehold undivided shall land measuring about 0.83 decimals in R.S. & L.R. Plot No. 653 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Bamanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal, by virtue of a registered sale deed dated 12.03.2021 Being No. 2009 for the Year 2021, duly registered in the office of the A.D.S.R., Bhangore, South 24 Parganas, West Bengal to <u>Salful Ansari, i.e. the Owner</u> No. (6) and accordingly he became the owner of the above said property by way of this Deed and mutated his name in the recent record of rights <u>under L.R. Khatian No.1280</u> before B.L. & L.R.O Bhangore and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS above Debabrata Mondal sold and/or transferred the freehold undivided shall land measuring about 0.685 decimals in R.S. & L.R. Plot No. 653 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Bamanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal, by virtue of a registered sale deed dated 12.03.2021 Being No. 2007 for the Year 2021, duly registered in the office of the A.D.S.R., Bhangore, South 24 Parganas,

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West Bengal to <u>Ansari MesbahuddinWahed, i.e. the Owner No. (8)</u>and accordingly he became the owner of the above said property by way of this Deed and mutated his name in the recent record of rights under L.R. Khatian No.1297 before B.L. & L.R.O Bhangore and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

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AND WHEREAS above Subrata Mondal sold and/or transferred the freehold undivided shall land measuring about 0.685 decimals in R.S. & L.R. Plot No. 653 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Barnanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal, by virtue of a registered sale deed dated 12.03.2021 Being No. 2007 for the Year 2021, duly registered in the office of the A.D.S.R., Bhangore, South 24 Parganas, West Bengal to Ansari MesbahuddinWahed, i.e. the Owner No. (8) and accordingly he became the owner of the above said property by way of this Deed and mutated his name in the recent record of rights under L.R. Khatian No.1297 before B.L. & L.R.O Bhangore and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS above Nimai Mondal and two Legal Heirs of Nitai Mondal Sandhya Mondal and Arati Mondal jointly sold and/or transferred the freehold undivided shall land measuring about 1.325 decimals in R.S. & L.R. Plot No. 653 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.-Kolkata Leather Complex within the local limits of Barnanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal,by virtue of a registered sale deed dated 26.04.2021 Being No. 2618 for the Year 2021, duly registered in the office of the A.D.S.R., Bhangore, South 24 Parganas, West Bengal to <u>Kazi Abdur Rahaman, i.e. the Owner No. (4)</u>and accordingly he became the owner of the above said property by way of this Deed and mutated his name in the recent record of rights under L.R. Khatian No.1308 before B.L. &L.R.O Bhangore and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

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AND WHEREAS above Mithun Mondal, sold and/or transferred the freehold undivided shall land measuring about 1.03 decimals in R.S. & L.R. Plot No. 653 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Barnanghata Gram Panchayat, within the jurisdiction of Additional District Subregistration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal,by virtue of a registered sale deed dated 02.08.2021 Being No. 3607 for the Year 2021, duly registered in the office of the A.D.S.R., Bhangore, South 24 Parganas, West Bengal to <u>Sk. MujibarRahaman, i.e. the Owner No. (9)</u>and accordingly he became the owner of the above said property by way of this Deed and applying for mutated his name in the recent L.R. ROR, before B.L. & L.R.O. Bhangore and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

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AND WHEREAS above Mithun Mondal, sold and/or transferred the freehold undivided shall land measuring about 1.03 decimals in R.S. & L.R. Plot No. 653 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Barnanghata Gram Panchayat, within the jurisdiction of Additional District Subregistration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal,by virtue of a registered sale deed dated 02.08.2021 Being No. 3607 for the Year 2021, duly registered in the office of the A.D.S.R., Bhangore, South 24 Parganas, West Bengal to <u>Sk. NajiburRahaman, i.e. the Owner No. (10)</u>and accordingly he became the owner of the above said property by way of this Deed and applying for mutated his name in the recent L.R. ROR, before B.L. & L.R.O Bhangore and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

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2) WHEREAS Judhistir Chandra Mondal and Becharam Mondal, both are sons of Ganesh Chandra Mondal was equally recorded ownerof the freehold undivided shall land measuring an area of 22 decimals, 11 decimals each, being R.S Dag No. 548, under R.S. Khatian No.74 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.-Bhangore, within the jurisdiction of Joint Sub-Registrar Deganga at Bhangore in South 24 Parganas District, West Bengal and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

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AND WHEREAS said Becharam Mondal sold and/or transferred the freehold undivided shall land measuring about 3.34 decimals out of 11 decimals in R.S. & L.R. Plot No. 548 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Bamangbeta Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal,by virtue of a registered sale deed dated 27.04.2005 Being No. 2614for the Year 2005, duly registered in the office of the D.S.R-III, Alipore, South 24 Parganas, West Bengal to Kartick Chandra Ghosh and accordingly they became the owners of the above said property by way of this Deed and was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS said Becharam Mondal sold and/or transferred the freehold undivided shall land measuring about 3.33 decimals out of 11 decimals in R.S. & L.R. Plot No. 548 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Barnanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal, by virtue of a registered sale deed dated 27.04.2005 Being No. 2615 for the Year 2005, duly registered in the office of the D.S.R-III, Alipore, South 24 Parganas, West Bengal to Dilip Adhikary and accordingly they became the owners of the above said property by way of this Deed and was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS said Becharam Mondal sold and/or transferred the freehold undivided shall land measuring about 3.33 decimals out of 11 decimals in R.S. & L.R. Plot No. 548 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Bamanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore in the district of South

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24 Parganas, West Bengal, by virtue of a registered sale deed dated 12.05.2006 Being No. 4567 for the Year 2006, duly registered in the office of the D.S.R-III, Alipore, South 24 Parganas, West Bengal to Sk. Abul and accordingly they became the owners of the above said property by way of this Deed and was well enjoying the same and well entitled to transfer the same to anyone and anyway.

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AND WHEREAS said Becharam Mondal passed away leaving behind his wife, Malati Mondal, two sons, Bikash Mondal and Bivash Mondal and a daughter Babita Chakraborty as his legal heirs and successors.

AND WHEREAS after sad demise of Becharam Mondal his legal heirs, i.e. Malati Mondal, Bikash Mondal, Bivash Mondal and Babita Chakraborty got rest 01 decimal land out of 11 decimals, 0.25 each and accordingly they became the owners of the above said property by way of this Deed and was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS above Dilip Adhikary, sold and/or transferred the freehold undivided shall land measuring about 2.07 decimals in R.S. & L.R. Plot No. 548 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Bamanghata Gram Panchayat, within the jurisdiction of Additional District Subregistration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal,by virtue of a registered sale deed dated 26.04.2021 Being No. 2619 for the Year 2021, duly registered in the office of the A.D.S.R., Bhangore, South 24 Parganas, West Bengal to <u>Sabana Khatun and Mohammad Osman Gani, i.e. the Owner No.</u> (12) and (13) and accordingly they became the owner of the above said property by way of this Deed and mutated their name in the recent record of rights under L.R. Khatian No.1300 and 1301 before B.L. & L.R.O Bhangore and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS above Dilip Adhikary and Kartick Chandra Ghosh, jointly sold and/or transferred the freehold undivided shall land measuring about 2.07 decimals in R.S. & L.R. Plot No. 548 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Bamanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas. West Bengal, by virtue of a registered sale deed dated

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26.04.2021 Being No. 2619 for the Year 2021, duly registered in the office of the A.D.S.R., Bhangore, South 24 Parganas, West Bengal to <u>Rubina Khatun, i.e. the</u> <u>Owner No. (14)</u> and accordingly she became the owner of the above said property by way of this Deed and mutated her name in the recent record of rights under L.R. Khatian No.1303 before B.L. & L.R.O Bhangore and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

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<u>AND WHEREAS</u> above Kartick Chandra Ghosh sold and/or transferred the freehold undivided shali land measuring about 2.07 decimals in R.S. & L.R. Plot No. 548 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Bamanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal, by virtue of a registered sale deed dated 26.04.2021 Being No. 2619 for the Year 2021, duly registered in the office of the A.D.S.R., Bhangore, South 24 Parganas, West Bengal to <u>Sahadev Roy , i.e. the Owner No. (15)</u> and accordingly he became the owner of the above said property by way of this Deed and mutated his name in the recent record of rights under L.R. Khatian No.1302 before B.L. & L.R.O Bhangore and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS above Sk. Abul and Legal Heirs of Becharam Mondal i.e., Malati Mondal, Bikash Mondal, Bivash Mondal and Babita Chakraborty jointly sold and/or transferred the freehold undivided shali land measuring about 1.07 decimals in R.S. & L.R. Plot No. 548 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Bamanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal, by virtue of a registered sale deed dated 26.04.2021 Being No. 2619 for the Year 2021, duly registered in the office of the A.D.S.R., Bhangore, South 24 Parganas, West Bengal to <u>Sk. HasiburRahaman, i.e.</u> the Owner No. (3) and accordingly he became the owner of the above said property by way of this Deed and mutated his name in the recent record of rights under L.R. Khatian No.1305 before B.L. & L.R.O Bhangore and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

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3) WHEREAS Ananta Kumar Mondal, Gokul Chandra Mondal and Sidheswar Mondal were the joint recorded ownerof the freehold undivided shall land measuring an area of 14 decimals, being R.S Dag No.549, under R.S. Khatian No.443 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Bhangore, within the jurisdiction of Sub-Registrar at Bhangore in South 24 Parganas District, West Bengal and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

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AND WHEREAS said Sidheswar Mondal passedaway, leaving behind his wife, Chapala Bala Mondal and one daughter, Suchitra Mondal as his legal heirs and successors.

AND WHEREAS after sad demise of Sidheswar Mondal, his wife and daughter became joint owner of the freehold undivided shali land measuring an area of 4.66 decimals, being R.S Dag No. 549, under R.S. Khatian No.443 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Bhangore, within the jurisdiction of Sub-Registrar at Bhangorein South 24 Parganas District, West Bengal and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS said Ananta Kumar Mondal, Gokul Chandra Mondal and legal heirs of Sidheswar Mondal, i.e. Chapala Bala Mondal and Suchitra Mondal sold and/or transferred the freehold undivided shali land measuring about 14 decimals in R.S. & L.R. Plot No. 549 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Barnanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal, by virtue of a registered sale deed dated 02.7.1980 Being No. 6770 for the Year 1980, duly registered in the office of the A.D.S.R., Bhangore, South 24 Parganas, West Bengal to seven brothers, namely -Tarapada Mondal, Barnacharan Mondal, Probodh Mondal, Haripada Mondal, Gyanoda Prasad Mondal, PurnoCharan Mondal and Panchu Mondal.

AND WHEREAS after purchasing the said land the above seven mutated their name in the recent record of rights under L.R. Khatian No.219, 228, 315, 342, 352, 369 & 694 before B.L. & L.R.O Bhangore and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

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AND WHEREAS Tarapada Mondal and Bamacharan Mondal sold and/or transferred their entire freehold undivided shali land measuring about 04 decimals(02 decimals each) and Probodh Mondal and Haripada Mondal sold and/or transferred the freehold undivided shali land measuring about 01 decimals(0.50 decimals each out of their 02 dec.), i.e. total 05 out of 14 decimals in R.S. & L.R. Plot No. 549situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Bamanghata Gram Panchayat, within the jurisdiction of Additional District Subregistration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal, by virtue of a registered sale deed dated 12.12.1988 Being No. 8934 for the Year 1988, duly registered in the office of the A.D.S.R., Bhangore, South 24 Parganas, West Bengal to Bharat Mondal, Nitai Mondal and Nimai Mondal and accordingly he became the owner of the above said property by way of this Deed and was well enjoying the same and well entitled to transfer the same to anyone and anyway.

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AND WHEREAS Gayanoda Prosad Mondal sold and/or transferred his entire freehold undivided shall land measuring about 02 out of 14 decimals in R.S. & L.R. Plot No. 549 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Barnanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal, by virtue of a registered sale deed dated 05.5.2000 Being No. 3893 for the Year 2001, duly registered in the office of the A.R.A, Kolkata, West Bengal to Malina Bala Halder and accordingly he became the owner of the above said property by way of this Deed and was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS said Probodh Mondal passed away, leaving behind his wife, Bhabani Mondal, six sons, Hemanta Mondal, Rabindranath Mondal, Nakul Mondal, Bapi Mondal, Shyamal Mondal and Dipankar Mondal and two daughters, sankari Mondal and Lalita Bain as his legal heirs and successors and they became joint owners of the freehold undivided shali land measuring an area of 1.50 decimals, being R.S Dag No.549, under R.S. Khatian No.443 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Bhangore, within the jurisdiction of Sub-Registrar at Bhangore in South 24 Parganas District, West Bengal and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

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AND WHEREAS said Panchu Mondal passed away, leaving behind his wife, Gita Mondal, two sons, Shantiram Mondal and Kanai Mondal and four daughters, Sasthi Mondal, JharnaNaskar, MoynaNaskarand Chaina Mondal as his legal heirs and successors and they became joint owners of the freehold undivided shali land measuring an area of 1.50 decimals, being R.S Dag No.549, under R.S. Khatian No.443 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Bhangore, within the jurisdiction of Sub-Registrar at Bhangore in South 24 Parganas District, West Bengal and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

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AND WHEREAS above Haripada Mondal (rest 1.50 Dec.), Purnacharan Mondal (entire his 02 Dec.) and two heirs of Probodh Mondal, namely Dipankar Mondal & Bapi Mondal $\frac{1}{8}$ th share = 0.1875 each, i.e. total 0.375 Decs. and two heirs of Panchu Mondal, namely -Shantiram Mondal and Kanai Mondal $\frac{1}{7}$ th share = 0.2857 each, i.e. total 0.571 Decs. sold and/or transferred the freehold ondivided shall land measuring about 4.446 out of 14 decimals in R.S. & L.R. Plot No. 549 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Barnanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal, by virtue of a registered sale deed dated 06.11.2006 Being No. 8273for the Year 2006, duly registered in the office of the D.S.R-III, Alipore, South 24 Parganas, West Bengal to Anil Kodia and accordingly he became the owner of the above said property by way of this Deed and was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS above Malina Bala Halder (02 Dec.), Anil Kodia (4.446 Dec.) and rest six heirs of Probodh Mondal $\frac{1}{8}$ th share = 0.1875 each, i. e. total 1.125 Decsand rest five heirs of Panchu Mondal, $\frac{1}{7}$ th share = 0.2857 each, i. e. total 1.429 Decssold and/or transferred the freehold undivided shali land measuring about 09 out of 14 decimals in R.S. & L.R. Plot No. 549 situated at Mouza – Jotvim, J.L. No. 3, under P.S.-Kolkata Leather Complex within the local limits of Bamanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal, by virtue of a registered sale deed dated 05.8.2011 Being No. 6369 for the Year 2011, duly registered in the office of the D.S.R- III, Alipore, South 24 Parganas, West Bengal to Pran Krishna Sarkar and Basanti Sarkar.

12

AND WHEREAS after purchasing the said land the above Pran Krishna Sarkar and Basanti Sarkar mutated their name in the recent record of rights under L.R. Khatian No.932, 933, 1165 & 1166 before B.L. & L.R.O Bhangore and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.



<u>AND WHEREAS</u> above Nimai Mondal sold and/or transferred the freehold undivided shali land measuring about 0.44 decimals in R.S. & L.R. Plot No. 549 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Barnanghata Gram Panchayat, within the jurisdiction of Additional District Subregistration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal,by virtue of a registered sale deed dated 12.11.2021 Being No. 7065 for the Year 2021, duly registered in the office of the A.D.S.R., Bhangore, South 24 Parganas, West Bengal to <u>Soveb Hossain Shaikh, i.e. the Owner No. (2)</u>and accordingly he became the owner of the above said property by way of this Deed and applying for mutated his name in the recent L.R. ROR, before B.L. & L.R.O Bhangore and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway. 4) <u>WHEREAS</u> Saheb Ali was the recorded owner of the freehold shall land measuring an area of 17 decimals, being R.S Dag No.550, under R.S. Khatian No.443 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Bhangore, within the jurisdiction of Sub-Registrar at Bhangore in South 24 Parganas District, West Bengal and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

12

AND WHEREAS said Saheb Ali passed away, leaving behind his two sons, namely - Sayad Ali and Iyad Ali and one daughter, Sarifan Bibi as his legal heirs and successors.

AND WHEREAS after sad demise of Saheb Ali, his bothsons got $\frac{2in}{5}$ share, i.e. 6.80 decimals each and daughter got $\frac{1}{5}$ th share, i.e. 3.40 decimals and they became joint owner of the freehold undivided shali land measuring an area of 17 decimals, being R.S and L.R. Dag No.550, under R.S. Khatian No.443 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Bhangore, within the jurisdiction of Sub-Registrar at Bhangore in South 24 Parganas District, West Bengal and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS said Sayad Ali passed away, leaving behind his two wives, namely – Sabiran Bibi and Ruhitan Bibi and five sons, namely – Rahamat Ali, Hemat Ali, Doulat Ali, Ombat Ali and Jamsed Sk. and four daughters, namely – Pousi Bibi, Rabeya Bibi, Monoara Bibi and Chayara Bibi as his legal heirs and successors.

<u>AND WHEREAS</u> after sad demise of Sayad Ali, his wives got $\frac{2}{16}$ ^m share conjointly, i.e. 0.85 decimals, i.e. 0.425 each wife, his five sons got $\frac{2}{16}$ ^m share each, i.e. 0.85 decimals each and four daughters got $\frac{1}{16}$ ^m share each, i.e. 0.425 decimals each and they became joint owner of the freehold undivided shall land measuring an area of 17 decimals, being R.S and L.R. Dag No. 550, under R.S. Khatian No.443 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Bhangore, within the jurisdiction of Sub-Registrar at Bhangore in South 24 Parganas District, West Bengal and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

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AND WHEREAS said Ombat All passed away, leaving behind his two sons, Kutubuddin Sekh and Sariful Sekh and three daughters, Aslima Khatun, Muslima Begam Molla and Taslima Khatun as his legal heirs and successors and they became joint owners of the freehold undivided shali land, being R.S. and L.R. Dag No. 550, under R.S. Khatian No.443 situated at Mouza – Jotbim, J.L. No. 3, under P.S.-Bhangore, within the jurisdiction of Sub-Registrar at Bhangore in South 24 Parganas District, West Bengal and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

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AND WHEREAS said legal heirs of Ruhitan Bibi sold and/or transferred the freehold undivided shall land measuring about 0.425 decimals in R.S. & L.R. Plot No. 550 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Barnanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal, by virtue of a registered sale deed dated 27.01.1999 Being No. 1805 for the Year 2001, duly registered in the office of the D.S.R.- III, Alipore, South 24 Parganas, West Bengal to Madhusudan Mondal and Swapan Kumar Naskar and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS said Swapan Kumar Naskar sold and/or transferred the freehold undivided shall land measuring about 0.425 decimals in R.S. & L.R. Plot No. 550 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Barnanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal, by virtue of a registered sale deed dated 29.11.2010 Being No. 8603 for the Year 2010, duly registered in the office of the D.S.R.- III, Alipore, South 24 Parganas, West Bengal to Sabita Mondal and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS above Sabita Mondal sold and/or transferred the freehold undivided shall land measuring about 0.425 decimals in R.S. & L.R. Plot No. 550 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Bamanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West

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Bengal, by virtue of a registered sale deed dated 12.03.2021 Being No. 2007 for the Year 2021, duly registered in the office of the A.D.S.R., Bhangore, South 24 Parganas, West Bengal to <u>Ansari Mesbahuddin Wahed, i.e. the Owner No. (8)</u> and accordingly he became the owner of the above said property by way of this Deed and mutated his name in the recent record of rights under L.R. Khatian No.1297 before B.L. & L.R.O Bhangore and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

12

AND WHEREAS above Sariful Sekh, i.e. one Legal Heirs of Ombat Ali sold and/or transferred the freehold undivided shaft land measuring about 0.075 decimals in R.S. & L.R. Plot No. 550 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Bamanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal, by virtue of a registered sale deed dated 12.03.2021 Being No. 2007 for the Year 2021, duly registered in the office of the A.D.S.R., Bhangore, South 24 Parganas, West Bengal to <u>Ansari Mesbahuddin</u> Wahed, i.e. the Owner No. (8) and accordingly he became the owner of the above said property by way of this Deed and mutated his name in the recent record of rights under L.R. Khatian No. 1297 before B.L. & L.R.O Bhangore and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS above Legal Heirs of Ombat Ali, namely –Kutubuddin Sekh, Sariful Sekh, Aslima Khatun, Muslima Begam Molla and Taslima Khatun jointly sold and/or transferred the freehold undivided shall land measuring about 0.772 decimals in R.S. & L.R. Plot No. 550 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Barnanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal,by virtue of a registered sale deed dated 12.03.2021 Being No. 2007 for the Year 2021, duly registered in the office of the A.D.S.R., Bhangore, South 24 Parganas, West Bengal to <u>Abdur Rahim, i.e. the</u> <u>Owner No. (1)</u> and accordingly he became the owner of the above said property by way of this Deed and mutated his name in the recent record of rights under L.R. Khatian No. 1298 before B.L. & L.R.Q Bhangore and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway. 5) WHEREAS Saheb Ali was the recorded ownerof the freehold shall land measuring an area of 08 decimals, being R.S. Dag No.654, under R.S. Khatian No.443 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Bhangore, within the jurisdiction of Sub-Registrar at Bhangore in South 24 Parganas District, West Bengal and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

12

AND WHEREAS said Saheb Ali passed away, leaving behind his two sons, namely - Sayad Ali and Iyad Ali and one daughter, Sarifan Bibi as his legal heirs and successors.

<u>AND WHEREAS</u> after sad demise of Saheb All, his bothsons got $\frac{2}{5}$ th share, i.e. 3.20 decimals each and daughter got $\frac{1}{5}$ th share, i.e. 1.60 decimals and they became joint owner of the freehold undivided shall land measuring an area of 08 decimals, being R.S and L.R.Dag No.654, under R.S. Khatian No.443 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Bhangore, within the jurisdiction of Sub-Registrar at Bhangore in South 24 Parganas District, West Bengal and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS said Sayad Ali passed away, leaving behind his two wives, namely – Sabiran Bibi and Ruhitan Bibi and five sons, namely – Rahamat Ali, Hemat Ali, Doulat Ali, Ombat Ali and Jamsed Sk. and four daughters, namely – Pousi Bibi, Rabeya Bibi, Monoara Bibi and Chayara Bibi as his legal heirs and successors.

<u>AND WHEREAS</u> after sad demise of Sayad Ali, his wives got $\frac{2}{16}$ th share conjointly, i.e. 0.40 decimals, i.e. 0.20 each wife, his five sons got $\frac{2}{16}$ th share each, i.e. 0.40 decimals each and four daughters got $\frac{1}{16}$ th share each, i.e. 0.20 decimals each and they became joint owner of the freehold undivided shall land measuring an area of 08 decimals, being R.S and L.R. Dag No.654, under R.S. Khatian No.443 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Bhangore, within the jurisdiction of Sub-Registrar at Bhangore in South 24-Parganas District, West Bengal and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

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AND WHEREAS said Ombat Ali passed away, leaving behind his two sons, Kutubuddin Sekh and Sariful Sekh and three daughters, Aslima Khatun, Muslima Begam Molla and Taslima Khatun as his legal heirs and successors and they became joint owners of the freehold undivided shali land, being R.S. and L.R. Dag No. 654, under R.S. Khatian No.443 situated at Mouza – Jotbirn, J.L. No. 3, under P.S.-Bhangore, within the jurisdiction of Sub-Registrar at Bhangore in South 24 Parganas District, West Bengal and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

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AND WHEREAS said legal heirs of Ruhitan Bibi sold and/or transferred the freehold undivided shall land measuring about 0.20 decimals in R.S. & L.R. Plot No. 654situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Barnanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal, by virtue of a registered sale deed dated 27.01.1999 Being No. 1805 for the Year 2001, duly registered in the office of the D.S.R.- III, Alipore, South 24 Parganas, West Bengal to Madhusudan Mondal and Swapan Kumar Naskarand accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS said Swapan Kumar Naskar sold and/or transferred the freehold undivided shall land measuring about 0.20 decimals in R.S. & L.R. Plot No. 654 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Bamanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal, by virtue of a registered sale deed dated 29.11.2010 Being No. 8603 for the Year 2010, duly registered in the office of the D.S.R.- III, Alipore, South 24 Parganas, West Bengal to Sabita Mondal and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS above Sabita Mondal sold and/or transferred the freehold undivided shall land measuring about 0.20 decimals in R.S. & L.R. Plot No. 654 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Barnanghata Gram Panchayat, within the jurisdiction of Additional District Subregistration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West

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Bengal, by virtue of a registered sale deed dated 12.03.2021 Being No. 2007 for the Year 2021, duly registered in the office of the A.D.S.R., Bhangore, South 24 Parganas, West Bengal to <u>Ansari Mesbahuddin Wahed, i.e. the Owner No. (8)</u> and accordingly he became the owner of the above said property by way of this Deed and mutated his name in the recent record of rights under L.R. Khatian No.1297 before B.L. & L.R.O Bhangore and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

12

AND WHEREAS above Legal Heirs of Ombat Ali, namely – Kutubuddin Sekh, Sariful Sekh, Aslima Khatun, Muslima Begam Molla and Taslima Khatun jointly sold and/or transferred the freehold undivided shali land measuring about 0.399 decimals in R.S. & L.R. Plot No. 654 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Barnanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal, by virtue of a registered sale deed dated 12.03.2021 Being No. 2007 for the Year 2021, duly registered in the office of the A.D.S.R., Bhangore, South 24 Parganas, West Bengal to <u>Abdur Rahim, i.e. the</u> **Owner No. (1)** and accordingly he became the owner of the above said property by way of this Deed and mutated his name in the fecent record of rights under L.R. Khatian No. 1298 before B.L. & L.R.O Bhangore and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

6) WHEREAS Ananta Kumar Mondal, Gokul Chandra Mondal and Sidheswar Mondal were the joint recorded owner of the freehold undivided Banshbagan land measuring an area of 04 decimals, being R.S. Dag No. 553, under R.S. Khatian No.443 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Bhangore, within the jurisdiction of Sub-Registrar at Bhangorein South 24 Parganas District, West Bengal and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS said Sidheswar Mondal passed away, leaving behind his wife, Chapala Bala Mondal and one daughter, Suchitra Mondal as his legal heirs and successors.



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AND WHEREAS after sad demise of Sidheswar Mondal, his wife and daughter became joint owner of the freehold undivided Banshbagan land measuring an area of 1.33 decimals, being R.S Dag No. 553, under R.S. Khatian No.443 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Bhangore, within the jurisdiction of Sub-Registrar at Bhangore in South 24 Parganas District, West Bengal and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

4

AND WHEREAS said Ananta Kumar Mondal, Gokul Chandra Mondal and legal heirs of Sidheswar Mondal, i.e. Chapala Bala Mondal and Suchitra Mondalsold and/or transferred the freehold undivided Banshbagan land measuring about 04 decimals in R.S. & L.R. Plot No. 553 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Barnanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal, by virtue of a registered sale deed dated 02.7.1980 Being No. 6770 for the Year 1980, duly registered in the office of the A.D.S.R., Bhangore, South 24 Parganas, West Bengal to seven brothers, namely -Tarapada Mondal, Barnacharan Mondal, Probodh Mondal, Haripada Mondal, Gyanoda Prasad Mondal, Purno Charan Mondal and Panchu Mondal.

AND WHEREAS after purchasing the said land the above seven mutated their name in the recent record of rights under L.R. Khatian No.219, 228, 315, 342, 352, 369 & 694 before B.L. & L.R.O Bhangore and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS said Probodh Mondal passed away, leaving behind his wife, Bhabani Mondal, six sons, Hemanta Mondal, Rabindranath Mondal, Nakul Mondal, Bapi Mondal, Shyamal Mondal and Dipankar Mondal and two daughters, sankariMondalandLalita Bain as his legal heirs and successors and they became joint owners of the freehold undivided Banshbagan land measuring an area of 0.57 decimals, being R.S Dag No.553, under R.S. Khatian No.443 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Bhangore, within the jurisdiction of Sub-Registrar at Bhangore in South 24 Parganas District, West Bengal and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

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AND WHEREAS above Nakul Mondal transferred his share, i.e., 0.06 decimals by virtue of a Registered Deed of Gift, dated 23.12.2013 Being No. 6326 for the Year 2013, duly registered in the office of the A.D.S.R., Bhangore, South 24 Parganas, West Bengal to his two daughters, namely- **Prativa Mondal** and **Pragati Mondal** and accordingly they were enjoying the same and well entitled to transfer the same to anyone and anyway.

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AND WHEREAS said Tarapada Mondal passed away, leaving behind his wife, Suvasi Mondal, two sons, Jaydeb Mondal and Sahadeb Mondal and a daughter, Sabita Mondal as his legal heirs and successors and they became joint owners of the freehold undivided Banshbagan land measuring an area of 0.57 decimals, being R.S Dag No.553, under R.S. Khatian No.443 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Bhangore, within the jurisdiction of Sub-Registrar at Bhangore in South 24 Parganas District, West Bengal and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

7) WHEREAS Saheb Ali was the recorded owner of the freehold Banshbagan land measuring an area of 04 decimals, being R.S Dag No.553, under R.S. Khatian No.443 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Bhangore, within the jurisdiction of Sub-Registrar at Bhangore in South 24 Parganas District, West Bengal and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS said Saheb Ali passedaway, leaving behind his two sons, namely – Sayad Ali and Iyad Ali and one daughter, Sarifan Bibi as his legal heirs and successors.

AND WHEREAS after sad demise of Saheb Ali, his bothsons got $\frac{2h}{5}$ share, i.e. 1.60 decimals each and daughter got $\frac{1}{5}$ th share, i.e. 0.80 decimals and they became joint owner of the freehold undivided Banshbagan land measuring an area of 04 decimals, being R.S and L.R.Dag No.553, under R.S. Khatian No.443 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Bhangore, within the jurisdiction of Sub-Registrar at Bhangore in South 24 Parganas District, West Bengal and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

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<u>AND WHEREAS</u> said Sayad Ali passed away, leaving behind his two wives, namely – Sabiran Bibi and Ruhitan Bibi and five sons, namely – Rahamat Ali, Hemat Ali, Doulat Ali, Ombat Ali and JamsedSkand four daughters, namely – Pousi Bibi, Rabeya Bibi, Monoara Bibi and Chayara Bibi as his legal heirs and successors.

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AND WHEREAS after sad demise of Sayad Ali, his wives got $\frac{2}{16}$ th share conjointly, i.e. 0.20 decimals, i.e. 0.10 each wife, his five sons got $\frac{2}{16}$ th share each, i.e. 0.20 decimals each and four daughters got $\frac{1}{16}$ th share each, i.e. 0.10 decimals each and they became joint owner of the freehold undivided Banshbagan land measuring an area of 04 decimals, being R.S and L.R. Dag No. 553, under R.S. Khatlan No.443 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Bhangore, within the jurisdiction of Sub-Registrar at Bhangore in South 24 Parganas District, West Bengal and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS said Pousi Bibi-passed away, leaving behind his three sons, Mahiuddin Biswas, Fariduddin Biswas and Safear Rahaman Biswas and two daughters, Jahanara Bibi and Anwara Bibi as her legal heirs and successors and they became joint owners of the freehold undivided Banshbagan land, being R.S. and L.R. Dag No. 553, under R.S. Khatian No.443 situated at Mouza – Jotbim, J.L. No. 3, under P.S.- Bhangore, within the jurisdiction of Sub-Registrar at Bhangore in South 24 Parganas District, West Bengal and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS said Safear Rahaman Biswas passed away, leaving behind his wife, Anwara Bibi, three sons, Borhan Ali, Basir Ali and Fajlur Rahaman and a daughter, Samina Bibi as his legal heirs and successors and they became joint owners of the freehold undivided Banshbagan land, being R.S. and L.R. Dag No. 553, under R.S. Khatian No.443 situated at Mouza – Jotbirn, J.L. No. 3, under P.S.- Bhangore, within the jurisdiction of Sub-Registrar at Bhangore in South 24 Parganas District, West Bengal and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

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AND WHEREAS five Legal Heirs of Pousi Bibi, namely – Mahiuddin Biswas, Borhan Ali Biswas, Fajlur Rahaman and Samina Bibi jointly sold and/or transferred the freehold undivided Banshbagan land measuring about 0.04 decimals in R.S. & L.R. Plot No. 553 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Bamanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal, by virtue of a registered sale deed dated 12.11.2021 Being No. 7065 for the Year 2021, duly registered in the office of the A.D.S.R., Bhangore, South 24 Parganas, West Bengal to <u>Soyeb Hossain Shaikh, i.e. the Owner No. (2)</u> and accordingly he became the owner of the above said property by way of this Deed and applying for mutated his name in the recent L.R. ROR, before B.L. & L.R.O Bhangore and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

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AND WHEREAS above Suvasi Mondal, i.e. legal heir of Tarapada Mondal sold and/or transferred the freehold undivided Banshbagan land measuring about 0.1425 decimals in R.S. & L.R. Plot No. 553 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Barnanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Paquanas, West Bengal, by virtue of a registered sale deed dated 12.11.2021 Being No. 7063 for the Year 2021, duly registered in the office of the A.D.S.R., Bhangore, South 24 Parganas, West Bengal to <u>Soyeb Hossain Shaikh, i.e.</u> the Owner No. (2) and accordingly he became the owner of the above said property by way of this Deed and applying for mutated his name in the recent L.R. ROR, before B.L. & L.R.O Bhangore and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS above Pragati Mondal and Prativa Mondal sold and/or transferred the freehold undivided Banshbagan land measuring about 0.06 decimals in R.S. & L.R. Plot No. 553 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Complex within the local limits of Bamanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal, by virtue of a registered sale deed dated 12.11.2021 Being No. 7063 for the Year 2021, duly registered in the office of the A.D.S.R., Bhangore, South 24 Parganas, West Bengal to <u>Soveb Hossain Shaikh, i.e.</u>

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the Owner No. (2) and accordingly he became the owner of the above said property by way of this Deed and applying for mutated his name in the recent L.R. ROR, before B.L. & L.R.O Bhangore and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

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Representation by the owners and the confirming party : The owners and the confirming party herein have stated, represented, confirmed and assured the following, before finalizing the terms and conditions for development, to the developer herein.

- a) Absolute Ownership: The owners have a clear and valid marketable title in respect of the said premises duly butted & bounded and the owners and the confirming party are in peaceful physical and vacant possession of the same without any claim or demand interruption disturbance or hindrance of any nature whatsoever or howsoever.
- b) Free from all encumbrances: That the said premises is free from all encumbrances, acquisitions, requisitions, debts, attachments, liens, charges, pledges, hypothecation, lispendences guarantees or any other liabilities and so therwise marketable and has a valid title.
- c) Notices. That the owners and the confirming party have not received any notice of any acquisition, requisition or any statutory notice under any revenue laws or any other laws or banking laws involving the said premises and they have full and unfettered authority and power to deal with the said premises with the developer herein.
- d) Validity of documents & papers: That the owners and the confirming party further assures and confirms that the documents and papers handed over to the developer herein in relation to the said premises are genuine and valid and relying upon its genuineity and validity and believing the same to be true and fair the developer herein has agreed to deal with and develop the said entire premises.
- e) No Privy to any contract: That the owners and the confirming party have not, at any time, done or executed or knowingly suffered or been a party or

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privy to any act, deed or thing whereby the title interest and possession of the said premises was encumbered or dealt and/or parted with.

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f) Absolute authority and power to deal: That notwithstanding any act deed or matter or thing whatsoever done by the owners and the confirming party or executed or knowingly suffered to the contrary the owners and the confirming party are now lawfully, rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said premises hereby agreed and intended to be developed and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

g) No Suits: There are no pending suit or litigation or proceeding filed by or against the said premises either by the said owners and the confirming party or against them in any court of law.

- h) Creation of third party interest: The owners and the confirming party have not entered into any agreement for sale, lease, development, tenancy or otherwise either of transfer of their rights title, interest or possession in the said premises or any part thereof nor has in any way created any third party interest over and in respect of the said premises.
- i) Legal bar and impediment: There is no legal bar or impediment of any nature whatsoever or howsoever which may prevent the owners and the confirming party herein from developing the said premises for development through the developer herein as envisaged herein.
- j) Butting and Bounding of the said premises: With the execution of this document the owners and the confirming party shall cause and take useful steps to demarcate and bound the said premises to the satisfaction of the developer herein.
- k) Offer and Acceptance: The Owners being busy in their other businesses and thus not having time to undertake development of the said land, have approached the Developer through the confirming party with a proposal to develop the said land. The developer is a renowned company having great experience of construction who is in the construction line for several years

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and has resources to take up the construction of the said premises and believing the above recitals, representations, assurances and promises as true and genuine and without any concealment by the owners the developer herein accepts and agrees to develop the said premises duly butted and bounded as per clause (I) accepting the offer of the owners herein on the terms and conditions as appearing hereinafter.

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- Intention to develop: In furtherance of the above agreements, arrangements and concluded contract between the parties herein the developer herein undertakes for the development of the said premises by constructing new multi-storied building/s thereupon comprising of several self-contained residential flats/units/commercial spaces according to the sanctioned building plan to be duly sanctioned by competent authority from its own financial resources and endeavor for ultimate transfer thereof to the intending purchaser/s on the terms and conditions as agreed herein and contained hereunder. Road Access to be provided by the confirming party as per requirement of the Developer.
- m) Representation of the owners: The confirming party shall be at the liberty to represent ALL the owners, communicate in writing/oral and deal with the developer. Also it is the duty of the confirming party to intimate the owners about the development of this project.

NOW THIS AGREEMENT WITNESSETH that in pursuance of this agreement the parties hereto have mutually agreed in presence and confirmation of the confirming party herein for development and for constructing new multi-storied building/s on the said premises and it is hereby mutually agreed to covenanted and declared by and between the parties hereto as follows:

ARTICLE NO. - I

DEFINITION : unless the context or subject otherwise, requires, words of expression contained in this agreement shall have the following meaning.

a) OWNERS: which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, legal representatives, executors, administrators, successor and/or assigns.

 DEVELOPER/BUILDER: shall mean the developer named above and includes legal representatives, successors-in-office, nominees, executors, administrators and assigns.

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- c) CONFIRMING PARTY: shall mean Redicast Properties Pvt Ltd, including its successors-in-office, administrators, legal representatives and executors.
- d) PURCHASER/S: shall mean and include any intending person, persons, individual, company, partnership firm, body of individuals (BOI) etc. interested in purchasing unit/commercial spaces in the proposed new building/s at the said premises.
- e) THE SAID PREMISES/PROPERTY: shall mean and include after amalgamation "ALL THAT a piece and parcel of a land more or less 18.31 decimals duly butted and bounded, under Mouza – Jotbhim, R.S. and L.R Plot No. 548, 549, 550, 553, 653 and 654, P.S - K.L.C., under Bamanghata Gram Panchayat Kolkata-700 059,District- South 24 Parganas.
- f) THE NEW BUILDING/S: shall mean and include the new proposed building/s consisting of spaces and/or flats, commercial units, car parking and other structures to be constructed on the said premises according to the building plan to be sanctioned by concerned authority.
- g) SANCTIONED BUILDING PLAN: shall mean and include the plan for construction of the proposedmulti storied building and/or other structures as may be sanctioned by concerned authority and/or other appropriate authority or authorities including all or any amendments thereto and/or modification, elevations, designs, maps, drawings and other specification thereof as may be made from time to time for the construction of the proposed building, bungalows, multi storied building etc.
- h) COMMON PARTS/COMMON FACILITIES: shall mean and include the entrance corridors, lobbies, landings, staircases, lift, lift well, lift room, roof/terrace, users right of the building, electric meter room, garden /green areas, water pump room, underground and overhead water reservoir, passage

and airway, and all open spaces including other common areas, covered spaces, caretaker room, security room, generator room, generator machine etc, whatsoever of the building as may be required for the beneficial use and enjoyment and maintenance of new building and part thereof of the unit holders of the said building.

i) FLAT/UNIT: shall mean any self-contained residential space/commercial unit, individual and independent bungalows or apartment in the premises including car parking spaces and all fittings and fixtures therein and/or appurtenant thereto agreed to be constructed together with undivided and impartible right title and interest in the said premises.

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- j) MEASURING OF THE FLAT AREAS: shall according to its context mean plinth area of the flats in the building including the balconies and open spaces, if any, adjacent to the said flats and also the thickness of the peripheral walls, internal walls and pillars and also the proportionate shares or area in the staircase and lobbies of the building.
- k) THE SALEABLE AREA/SPACE: The saleable space shall mean the space in the building/s available for independent sale, transfer, use and occupation along with undivided proportionate interest and share or common area as defined hereinbefore.
- I) SUPER BUILT UP AREA: shall mean the area to be calculated by the architect who shall determine the covered area of the said flat/unit/apartment together with the portion of the staircase, common area and such proportionate share in the common parts as per applicable laws.
- m) ROOF: shall mean and include the entire open space of the ultimate roof and/or top of the building excluding the space required for the installation of the overhead water tank, T.V. antenna, V-SAT and other facilities.
- n) PROPORTIONATE SHARE : shall mean the proportion in which the covered area of the flat to the total covered area of the premises provided that where it refers to share of any municipal rates and/or taxes amongst the common expenses, then such share of whole, shall be determined on the basis of which such rates and/or taxes being respectively levied i.e. in case the basis of any

levy be area, rental, income or user, then the same shall be shared on the basis of area, rents, income or user respectively of the respective flats.

- COMMON EXPENSES: all costs of maintenance, operation, replacing, white washing, painting, rebuilding, reconstruction, decorating, redecorating, DG Sets and lighting the common parts, etc. salaries of all persons employed, insurance premium, electricity bills, lift etc.
- p) ARCHITECT: shall mean any experienced and qualified person or persons, firm or firms or a limited company having the proper, requisite and valid license as Building Architect to be appointed and/or nominated by the Developer.
- q) APPLICABLE LAWS: all the parties hereto shall comply with the acts, provisions, regulations, directives, directions, notifications, circulars and rules of all applicable laws, Goods and Services Tax Act, 2017 (GST) and/or RERA and/or any equivalent state act and/or central act and Income Tax Act, 1956.
- r) CO-OWNER/S: shall mean all persons who have agreed to own units/flats/apartments/commercial units/car parking space in the proposed building in the said premises including the owner/developer for un-acquired units till acquired and/or allotted.
- Source and include:
 Source and include:
 - a) The Owners Party shall get 37% Constructed area in the Project. Confirming Party shall get 7% and the Developer shall pay an amount of Rs. 50,000/- per Cottah after Sanction of Building Plan as refundable Security Deposit. If height of building sanctioned is above 10 floors then Owners shall get their allocation within 1 to 5 floors and if height of building is of 5 floors then Owners shall get the allocation in 1st to 4th floor)
 - b) The Owners and Confirming Party has to pay Rs.75/- per sft. for the club and DG charges at the time of hand over. The Owners and Confirming Party also has to pay their share as per allocation for procuring materials approved by WBSEDCL / CESC, installations and taking approval from WBSEDCL / CESC electricity to the Developer at the time of handover. The OWNER

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under takes that they shall have no objection if the CONFIRMING PARTY and the DEVELOPER add up more land adjacent to the scheduled land.

c) The developer shall pay interest free refundable deposit of an amount of Rs.50,000.00 (Fifty Thousand Only) per Cottah to the Confirming party within seven days of approval of building plan by the competent authority and same shall be refunded back to the developer after getting completion certificate and peaceful possession of the owners and confirming party's allocation from the developer.

In consideration of the developer having agreed to bear the entire cost of construction and charges, the owners and the confirming party shall transfer undivided proportionate share of the said premises unto and in favour of prospective purchasers of units or unto the developer as the case may be.

t) DEVELOPERS' ALLOCATION : shall mean and include :

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ALL THAT the balance of Constructed area of 56% in the said Project.

On the above agreements, arrangements and its acceptance in entirety, the owners and the confirming party hereby grants and confer exclusive rights of development of the said premises to the developer herein.

However, if any further construction is possible and allowed to be constructed subject to sanctioned plan by concerned authority, the terms and conditions including sharing ratio shall apply mutatis mutandis on such further construction. If the Developer gets extra sanction from the competent authority then the departmental competent authority expenses shall be paid by the owners/confirming party and the Developer in the ratio of 56% : 37% : 7% (Developer : Owner : Conforming Party).

 INTEPRETATION: Any reference to statute shall include any statutory extension or modification/amendments and its enactment of such statute and the rules regulations or orders made therein. Any covenant, by the developer and/or other

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owner not to do or commit act, deed or thing shall mean and include their respective obligations not to permit such act or thing to be done or committed.

MARKETING AGENT: shall mean and refer to any company or any firm, V) through whose single window all the flats/units, commercial space and other saleable area of the said project, may be sold in the open market to prospective buyers. The developer, in its sole discretion and if necessary, shall appoint such marketing agent for such single window sale. The said marketing agent shall, in discussion and consultation with the developer, fix the absolute/base market price of the said units/commercial space/salable areas, below which no units/commercial space will be sold (both owners' allocation, confirming party's allocation and developers' allocation) to any prospective buyer along with all specified charges over and above the fixed/base price. The developer shall have exclusive, unfettered and absolute right to retain and own all specified charges over and above the fixed/base price of the units/commercial space/salable areas and the owner and the confirming party herein shall have no claim or demand to such specified charges. The exclamation of base price shall depend upon the Developer only. If the Developer sale the allocation of the Owners/Confirming Party, then the Developer is entitled to get 2.25% brokerage upon total consideration amount. The Developer's marketing agent can sale the Flat of Owners/Confirming Party if they want to Sale their allocation. Owners/Confirming Party has to take NOC from Developer before selling their allocation. If Owners/Confirming Party wants to publish Ads in any mode then they have to take prior approval from the Developer.

- w) PRICE OF THE UNITS OR SALABLE SPACES: The Developer shall decide and fix the price of the Units and salable spaces time to time and no one can Sale any Flat below the price fixed by the Developer.
- x) FORMATION OF ASSOCIATION MAINTENACE COMPANY: shall mean and refer to any company, association, society to be constituted and formed for the purpose of maintenance and looking after the new building/s as per the provisions of laws applicable and enforceable at that point of time. Until formation of the said associations/maintenance company for the new building the prospective purchasers shall be table and agrees to make payment of the

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proportionate share of the maintenance charges as well as proportionate share of rates and taxes to the Developer or any other authority without any abatement or adjustment for any reason whatsoever and the owner agrees not to withhold payment of the same on any account whatsoever. For any unsold unit, the owners herein shall be liable to pay the proportionate maintenance charges as well as proportionate share of rates and taxes to the developer herein as per the their sharing ratio. The maintenance shall be paid by all the Flat owners and owners/confirming party @ Rs.3/- per sqft. Developer shall not pay any maintenance charges of their unsold units and salable spaces of his allocation.

- aa) SPECIFIED CHARGES/COSTS: shall mean and include all charges, costs and taxes including PLC charges, GST charges, additional work costs, Height Charges, escalation charges and amenities charges and/or any charges charged above the fixed price/base price of the flats. It also includes the Transformer, DG, Legal Charges Development Charges, Stamp Duties, GST etc.
- bb) RECEIPTS/PAYMENTS: All monies/consideration on account of sale of salable space in the said project shall be received by the developer herein in its name and shall appropriate the same through an escrow account in terms of this agreement.
- cc) DATE OF POSSESSION: shall mean the completion of Project shall be within 36 Months from the date of Sanction of Building Plan with a provision for grace period of another 6 months.
- dd) SINGULAR: shall mean and include plural and vice versa.
- ee) MASCULINE: shall mean and include feminine and vice versa.

ARTICLE II: COMMENCEMENT

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

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ARTICLE III : OWNERS' REPRESENTATIONS ON TITLE

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The owners are absolutely seized and possessed of the said premises and/or otherwise well and sufficiently entitled thereto more fully described in the schedule hereunder written and it has not entered into any agreement for sale and/or development in respect of the said premises with any person or company whosever and also after execution of this agreement they shall not in any manner encumber, mortgage, sell, transfer, let out, demise or otherwise deal with or dispose of the said property except in the manner as hereinafter expressly provided. It is agreed and recorded that by executing this agreement the owners are not transferring the ownership of the said land to the Developer. The juridical possession of the said land will continue to vest in the owners until, 37% of the allocated area including the roof and parking area are transferred to the owners, undivided proportionate impartible right title and interest in the said land is transferred in favor of the buyers of the flats / apartments / units of the Developers Share / units of the confirming party in the said complex. Each of the parties hereto will be liable to pay and discharge their respective liabilities and debts including their income tax liabilities and will indemnify and keep indemnified the other therefrom. The OWNER under takes that they shall have no objection if the CONEIRMING PARTY and the DEVELOPER add up more land adjacent to the scheduled land. The Confirming Party undertakes that they shall provide minimum 69 Cottahs of Land for this Project within January 2022. After execution of this agreement the Owners / Confirming Party shall provide the access to enter into their land after taking necessary approval from HIDCO within Two month and complete Land Mutation, Land Conversion to Bastu / Housing Complex and Boundary wall and completion of above mentioned all the obligation and responsibility within Three month. Once all formalities from Owners / confirming party are done then the Developer shall submit the plan for sanction within Three months & get it sanctioned at the earliest.

ARTICLE IV : CONFIRMING PARTY'S REPRESENTATION

- a) The Owners being busy in their other profession and thus not having time to undertake development of the said land, have approached the confirming party to engage a suitable and reputed developer to construct a residential complex within the said land through joint venture.
- b) The confirming party shall ensure timely completion of mutation & conversion at their own cost of the said land.

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- c) The confirming party shall be liable for boundary wall of the entire plot/land at their own expenses.
- d) The confirming party shall be liable to clean the land/plot at their own expenses.

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e) The confirming party ensured road access of the projected land/plot at their own expenses.

ARTICLE V: DEVELOPER'S REPRESENTATION

- a) Inspection and satisfaction: The Developer having inspected the said premises as also the copies of title deed and other documents and papers concerning or relating to the said premises and have been duly satisfied itself with regard to the right, title and interest of the owners and the confirming party. However, in case of any defect relating to the right, title and interest being found, or any issue or dispute surfaced or encountered from any statutory authorities, person and/or any third party and/or the confirming party herein the owners and the confirming partyshall rectify and/or cause such defects to be rectified and/or removed to make the title perfect free from all encumbrances and disputes at their own costs and charges. Alternatively, the developer may opt for cancellation of this development agreement and can claim for refund of its entire security amount together with interest, charges, damages and penalties.
- b) Ability to develop: The Developer has sufficient knowledge and experience in the matter of development of immoveable properties and construction of new building/s and has sufficient means of necessary finance as may be required for carry out the development of the said premises and construction of building thereupon.
- c) Handover of possession: The Developer, simultaneously with the execution of these presents, has received the vacant and peaceful possession of the said premises free from all encumbrances what soever.
- d) In furtherance of: The Developer shall carry out the development in respect of the said premises after the owners and the confirming partyherein handover road access permissions/licenses/conversion certificates/mutation certificates from respective authorities in respect of the said property to the Developer and also

fulfilling and complying their obligations as mentioned. The Owners/Confirming Party shall pay all charges for road access permission from WBHIDCO.

c) Expressed and accepted liabilities: The developer shall be only liable for liabilities as expressed and agreed herein and shall be not liable to bear any costs, liabilities, charges etc. required to be incurred and paid by the owners and the confirming party herein for fulfilling their obligations and performances.

ARTICLE VI : OWNERS' & DEVELOEPRS' & CONFIRMING PARTYS' JOINT OBLIGATION.

Handover vacant khas peaceful possession: Simultaneously with the execution of this development agreement, the owner's and the confirming party herein has handed over khas vacant peaceful possession of the said premises to the developer herein to the satisfaction of the developer herein.

- a) Specific obligations and performances and adjustments: After execution of this development agreement, the owners and the confirming party herein, jointly and severally, shall undertake to complete and fulfill their part of obligations as mentioned hereunder within 90 days from the date of execution hereof:
 - Mutation and conversion to "Bastu" or "Housing Complex" of the said premises with BL&LRO records or other competent authority in each and every plot in all respect and thereby facilitating the development of the said premises, at the cost of the Confirming Party. Make Boundary wall to the entire land at their Confirming Party's cost.
 - All costs, charges, taxes and/or any other expenses related to the above mutation/conversion/ HIDCO clearance/ HIDCO road access from shall be exclusively borne and/or paid by the Confirming Party.
 - Mutation/ Conversion/ Road Access from HIDCO of the said premises is the condition precedent for development of the said premises and non-fulfillment of the said obligation by the

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confirming party shall entitle otherwise the developer herein has the right to cancel and terminate this development agreement. Moreover, if this development agreement is cancelled and/or terminated by the developer herein, the confirming party herein, shall be liable to refund the entire security amount as mentioned above together with charges, interest, damages, demurrage and all expenses incurred by the developer herein. Till the receipt of entire amount consisting of security deposit and charges, interest, damages and all expenses, demurrage, the said premises shall be under lien and/or charge of the developer herein against the said security deposit and/or further liabilities and payments to be paid by the owners herein as claimed by the developer. Without prejudice to such acceptance, the developer shall be entitled to seek appropriate legal remedies as and when required.

- With the execution of this development agreement, original title deeds and papers related to the said premises shall be handed over and deposited with the developer herein for vetting and the developer shall retain the same till the date of handing over the Project.
- The Developer will consult with the confirming party at the time of preparing all plans & drawings before presenting it for the sanction from the competent authority.
- The developer shall not raise any loan or borrow any money against the said land or any construction made thereon nor shall assign or transfer or encumber in any manner what so ever its interest in this agreement to any person without the written consent of the owners.
- After the owners and the confirming party comply and fulfill their entire obligations as recited hereinabove and after the developer is entirely satisfied with the performance of the owners and the confirming party herein, the developer shall release and pay off the security amount after sanction of building plan.

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- The owners/confirming party shall sign and execute from time to time throughout the course of development all such papers and documents at the instance and/or request of the Developer for the purpose of obtaining such sanction/approval or permissions of the plans together with modifications thereof or any other work in connection with the development and construction of the said complex at the said land which are required to be signed by the owners for the purpose and fulfillment of the terms of this agreement. The owners and confirming party shall, assist and render their full cooperation to the developer including signing of all applications, and other documents in order to enable the developer to obtain all the requisite approvals/sanctions etc.
- The owners/ confirming party may from time to time inspect the ongoing construction work.
- b) Demolition: After handing over vacant and peaceful possession of the said premises unto the developer and if permitted by respective statutory authorities, the developer shall start demolition of the old structure, if any, and at its sole discretion shall utilize any proceeds and sale of the salvage or any other material. The cost of such demolition including the removal of the debris if any shall also be borne by the Developer.
- c) Plan Fees: That the developer shall bear all costs and necessary charges for sanctioning of plan and payment of fees to the concerned municipalities and shall do everything in getting the said plan sanctioned by competent authority.
- d) Time for completion: That on the building plan being sanctioned by competent authorityand after getting necessary statutory approvals from all authorities the developer shall start construction of the said building according to the direction and specification and shall complete the salable areas, blocks, building with fixture and fittings within 36 months from the date of the said sanctioned plan and after getting necessary statutory approvals from all quarters with a liberty of grace period of 06 months

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reckoned from the last day of expiry of 36 months and shall submit a completion certificate, issued by the competent authority to the owners herein. The Developer can handover the respective allocations to the parties before issuance of completion certificate/occupancy certificate. Owners shall refund the security deposit to the Developer before handing over the respective allocation of the owners.

- e) Time to be the essence of this contract: The parties herein shall maintain a perfect time line as envisaged herein and perform their respective obligations and duties within their frames of time line.
- f) Liberty to deal with the saleable areas: The developer herein shall be at liberty to enter into agreement with prospective buyers of the salable areas, flats, parking spaces, garages etc. for the said project through a marketing agent (if appointed)/single window system, at the proposed multi-storied building/s with proportionate undivided share or interest in the land over which the proposed building will be constructed and shall be entitled to receive all monies/consideration amount from prospective buyers in an escrow account. The developer shall not sell any portion of the roof. It should be common area for all flat owners.
- g) At the time of handover, the owners and the confirming party shall get their allocation measured mutually with their respective surveyors at their own cost. If any of the party gets extra area then they shall pay at prevailing market rate applicable on per sq ft basis to the other parties.
- h) Promises and Guarantees: The owners and the confirming party herein promise and guarantee to save and keep harmless and indemnify against any liability arising and/or occurs due to any dispute to the said premises. The Developer shall also complete the Project in time.
- i) Arbitration: All disputes and differences between the parties hereto in any way related to this agreement and/or arising out of the provisions hereof shall be referred for arbitration. The owner and developer will appoint the arbitrator jointly. Such arbitration shall otherwise be in accordance with the provisions of the Arbitration & Conciliation Act, 1996 as amended till date and the outcome of the said arbitration proceedings shall be final and binding upon the parties hereto.

- j) Power of Attorney: The owners shall execute and register a deed of General Power of Attorney in favour of the Developer on the date of this agreement to facilitate the formalities of construction, as well as to raise further funds by way of booking flats, and spaces, for sale and transfer of units/commercial space, and also for proper preparation, execution, presentation and registration of documents of the said saleable areas unto the prospective buyers.
- k) Further documents and papers: Both the parties may prepare further documents and papers as to properly commission the said project and such documents and papers shall become piece and parcel of this document.
- Signboards: The developer shall be entitled to put its signboards on the said premises stating the name of the developer, its address and other particulars as may be required from the date of execution of this agreement. The name of the Project shall be decided by the Developer.
- m) Termination: The owners and the confirming party shall have no right or power to terminate this agreement within the stipulated period provided the developer does not violate any of the terms and conditions contained in this agreement.
- Notices: It is further specifically agreed that a notice addressed to either party by a registered speed post/email shall be deemed a valid notice duly served upon the parties.
- Delay subject to force majeure: That the developer herein shall not cause any unnecessary delay (subject to force majeure) for construction of the said proposed building.
- p) Mutual understanding: If the project is not materialized due to force majeure, the confirming party shall refund the entire security amount to the developer without any interest and/or charges upon it. If the project could not be materialized due to any reasons and/or fault, except force majeure, the parties shall mutually decide about their respective remedies.

q) Amenable to laws: All the parties herein shall be liable and/or amenable to any law or enactment, if brought into existence during the continuation of this project.

ARTICLE VII - FORECE MAJEURE

- i) The parties hereto shall not be considered to be liable for any obligation hereunder to the context that the performance of the relative obligation is prevented by the existence of a force majeure.
- Force majeure shall mean any pandemic, lockdowns announced by the Govt. Authorities, flood, earthquake, riot, war storm, civil commotion, strikes or from other acts beyond the control of the parties hereto.

ARTICLE VIII - MISCELLEANEOIUS

- i) Demise or transfer: Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the owners of the premises or any part thereof to the developer or as creating of any right, title or interest in respect thereof of the developer nor this development agreed be construed any partnership agreement or arrangement other than an exclusive license to the developer to commercially develop the same in terms hereof.
- ii) Authority and scope of work of developer. That the developer shall be authorized to apply for and obtain connection of water, electricity to the new building for the purpose of construction or enjoyment of the building.
- iii) Nomination and/or assignment by the developer: The developer shall have the right to assign job contract to any other person to develop the said premises and shall have full authority to instruct, guide and pass necessary instructions including appropriation of revenue to any nominees and assignees for completion of the said development.
- iv) Novation of Agreements: As and where required there shall be a complete novation, extension of agreements and documents, rescind of terms and conditions.

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- v) Acquisition and requisition: If the said premises, in due course, if for any reason, is acquired and/or requisitioned by any statutory authority, the developer shall have the sole and absolute authority and power to deal with the same in the manner beneficial to the interest of the developer herein.
- vi) The developer shall
 - i) Install all electricity, gas, water, and telecommunications, serves and surface and soil water drainage to the premises and shall ensure that the same connect directly to the mains thereby benefitting all the intending buyers and owners.
 - ii) Serve such notices and enter into such agreements with statutory undertakings or other companies as may be necessary to install the services.
 - iii) Give all necessary or usual notices under any statute affecting the demolition and clearance of the premises and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said premises and pay all costs, fees and <u>outgoing incidental</u> to or consequential, on any such notice and indemnified the owner from and against all costs charges, claims actions suit and proceedings.
 - iv) Remain responsible and completely liable for due compliance with all statutory requirements whether local, state or central in respect of complying of provisions under various laws.
 - v) Remain responsible for any accident and/or mishap taking place while undertaking demolition and/or clearance of the site and also while constructing erecting and completing the said project and/or new building <u>and/or buildings in accordance</u> with the said plan and has agreed to keep the owner save harmless and fully indemnified from and against all costs charges claims actions suit and proceedings.
 - vi) Incur all costs charges and expenses for the purpose of constructing, erecting and completing the said new buildings in accordance with the said plan.

- vii) Not to allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said premises or any part or portion thereof.
- viii) Not to expose the owner to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, engineer and other agents as may be necessary and/or required for the purpose of construction erection and completion of the said project.
- Shall be solely and completely liable for all the materials, fittings and constructions and has agreed to keep the owner save harmless and fully indemnified from and against all costs charges claims action suit and proceedings.
- x) That the developer hereby undertakes to keep the owner indemnified against all third party claims and actions arising out of any sort of act or commission of the developer in or related to the construction of the said new building.
- xi) That the developer hereby undertakes to keep the owner indemnified against all actions, suits, costs and proceedings and claims that may arise out of the developer's actions with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect herein. For any matter raised under this clause, only developer will be responsible to solve the matter legally and the same may apply to the owner vice versa.
- xii) The developer shall after completion of the said project shall take steps for obtaining completion certificate, to be issued concerned authority, and shall serve a copy thereof to the owner herein thereby intimating the owner about completion of the project.
- xiii) Any delay in possession above the prescribe time the developer shall pay a compensation as per RERA guidelines till the finishing and peaceful habitable handover of the said complex.

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ARITCLE IX-JURISDICTION

Only Courts in the competent jurisdiction of Kolkata shall have the jurisdiction to try and determine all actions, suits and proceedings arising out of these presents between the parties.

SCHEDULE ABOVE REFERRED TO

ALL THAT a piece and parcel of a land more or less **18.31 decimals**, duly butted and bounded, under **Mouza** – **Jotbhim**, R.S. and L.R Plot Nos. 548 (land area 7.28 Decimal), 549(land area 0.44 Decimal), 550(land area 1.272 Decimal), 553(land area 0.24 Decimal), 653(land area 8.48 Decimal) and 654(land area 0.599 Decimal),Police Station - K.L.C., under Bamanghata Gram Panchayat, Kolkata-700059,District- South 24 Parganasand butted and bounded:

On the North	1	R.S. & L.R. Plot No. 554 & 555.
On the South	÷.	R.S. & L.R. Plot No. 705, HIDCO 57 Feet width Canal &
		Canal Bank Road
On the East	ан 19	R.S. & L.R. Plot No. 652, 655 & 703.
On the West		R.S. & L.R. Plot No. 546.

SI. No	Owners Name	Dag No/s	Khatian No.	Land in Decimal	Classification	
1 ABDUR RAHIM		550, 654	1298	1.171	SHALI	
2	SOYEB HOSSAIN SHAIKH	553, 549	NOT UPDATED	0.6825	BNSBAGAN AND SHALI	
3	SK HASIBUR RAHAMAN	548	1305	1.07	SHALI	

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SI. No	Owners Name	Dag No/s	Khatian No.	Land in Decimal	Classification	
4 KAZI ABDUR RAHAMAN		653	1308	1.325	SHALI	
5	SK GOLAM ASFIA RAHAMAN	653	1260	2.065	SHALI	
6	SAIFUL ANSARI	653	1280	0.83	SHALI	
7	ALISHA PARVIN	653	1259	0.83	SHALI	
8	ANSARI MESBAHUDDIN WAHED	653, 654, 550	1297	2.07	SHALI	
9	SK. MUJIBAR RAHAMAN	653	NOT UPDATED	1.03	SHALI	
10	SK. NAJIBUR RAHAMAN	653	NOT UPDATED	1.03	SHALI	
11	SABANA KHATUN	548	1300	1.03	SHALI	
12	MOHAMMAD OSMAN GANI	548	1301	1.04	SHALI	
13	RUBINA KHATUN	548	1303	2.07	SHALI	
14	SAHADEV ROY	548	1302	2.07	SHALI	
			TOTAL	18.31		

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SPECIFICATIONS

Structure:

RCC Structure

Wall:

at -

Exterior: Weather coat over plaster

Interior: POP on interior wall.

Lift, Lobby, Staircase: Automatic lift of Kone / Otis / Johnson make. Marble/Tiles combination with decorated lift fascia and well decorated floor lobby

Flooring :

Living/ Dining/ All Bed Rooms : Large Vitrified Tiles (2'X2')

Master Bedroom : Wooden Finished Tiles

Kitchen, Toilets & Balcony : Antiskid Tiles

Wall Tiles:

i) In Kitchen up to 2.5' over kitchen platform.

ii) In Toilets Glazed/Matt ceramic tiles up to door height.

Kitchen Counter : Polished granite top with stainless steel sink.

Doors:

Main Door : Paneled door with wooden frame, Godrej or Similar Make Main Lock

Internal Doors: Solid core flush door on wooden frame.

Windows: Anodized Aluminum Windows, with glass panel

Electrical:

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MCB/ Modular Switches/ Wiring : Havell's/ Anchor or similar make

Ample Light, Fan, Plug (both 5 amps and 15 amps) points in Living/ Dining/ Bedrooms/ Kitchens and Toilets

AC Points in all bedrooms & living area.

TV/ DTH points in living / dining and Master bedroom

Refrigerator and Washing Machine points in suitable areas

Kitchen with exhaust/ chimney points, Microwave/ Food Processor points,

Bathrooms will have exhaust points, geyser points.

Sanitary and CP Fittings

Chrome Plated Single Liver Fittings of Jaguar or similar make White colored floor fitted sanitary fittings of Parry ware or similar make.

Balcony Railings:

Specified design of MS Grill

INTERCOM	:	This facility is provided in each flats.
FIRE EXTINGUISHER	:	It will be placed as per sanction plan.
<u>CC TV</u>	\$	CC TV surveillance in the gr. floor lobby.
POWER BACK-UP	:	24 hours power backup (2 Bed Room Flat 0.75KVA,
		3 Bed room Flat 1 KVA, 4 Bedroom Flat 1.25 KVA)

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

SIGNED, SEALED AND DELIVERED

In the presence of: 1. Balin Kuman equila Sto Profile Wa Kuman equila of Di agree North 24 Pag.

2. SK MOSILIN Rahanan

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Signature of the Owners

REDICAST PROPERTIES PVT. LTD.

Signature of the Confirming Party

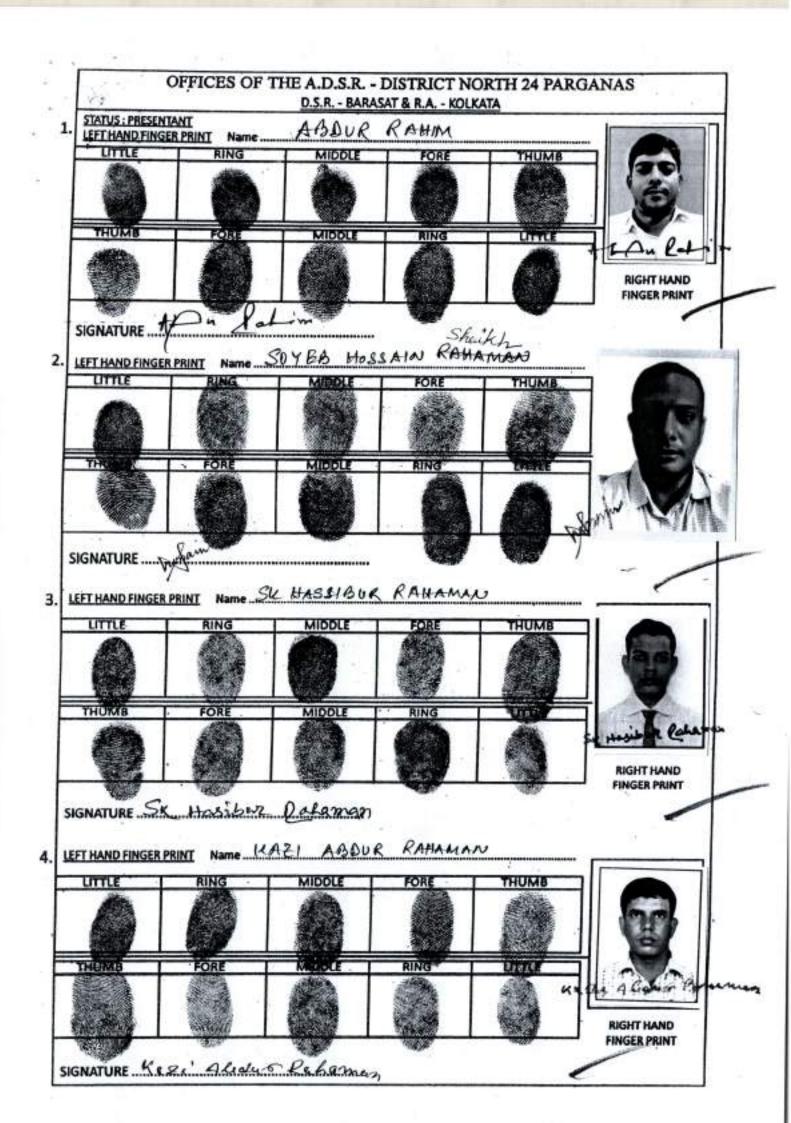
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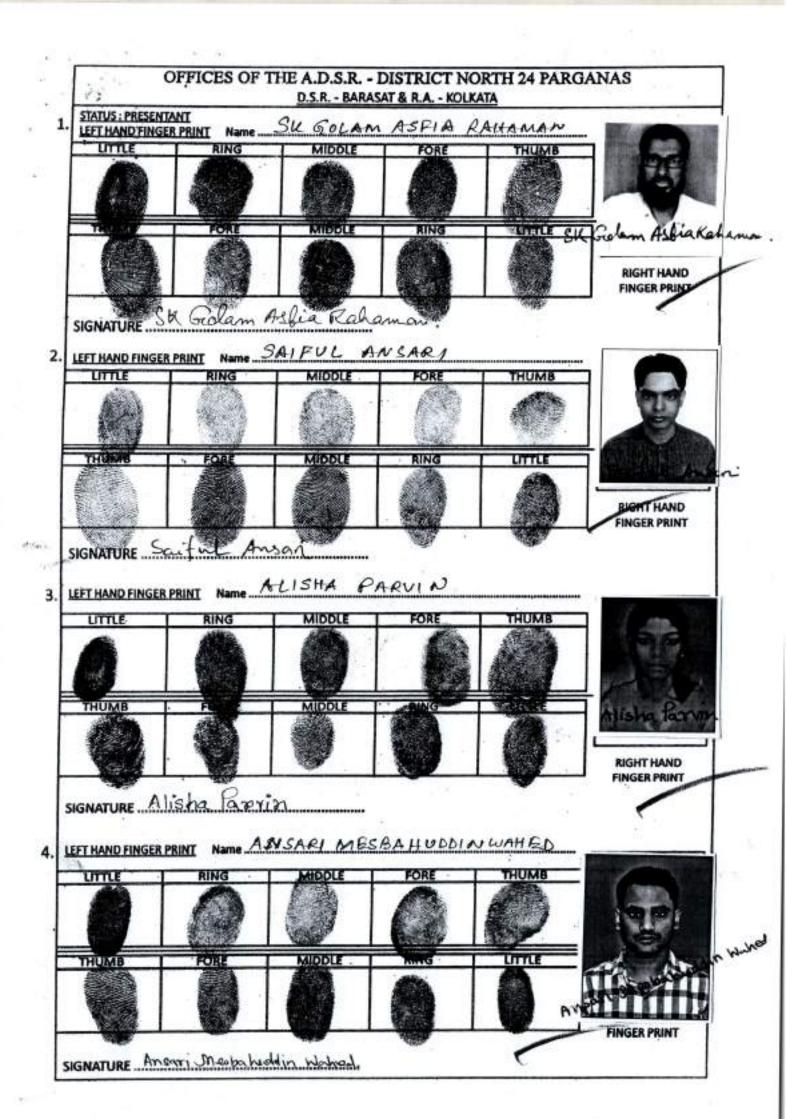
Signature of the Developer

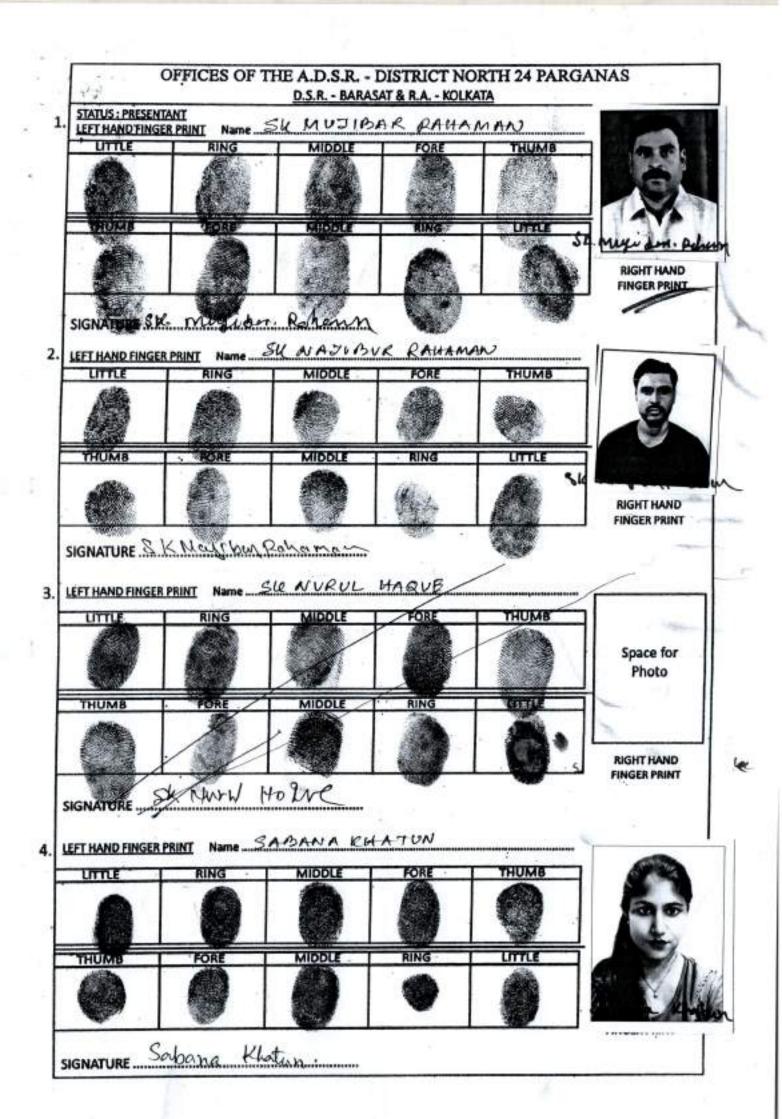
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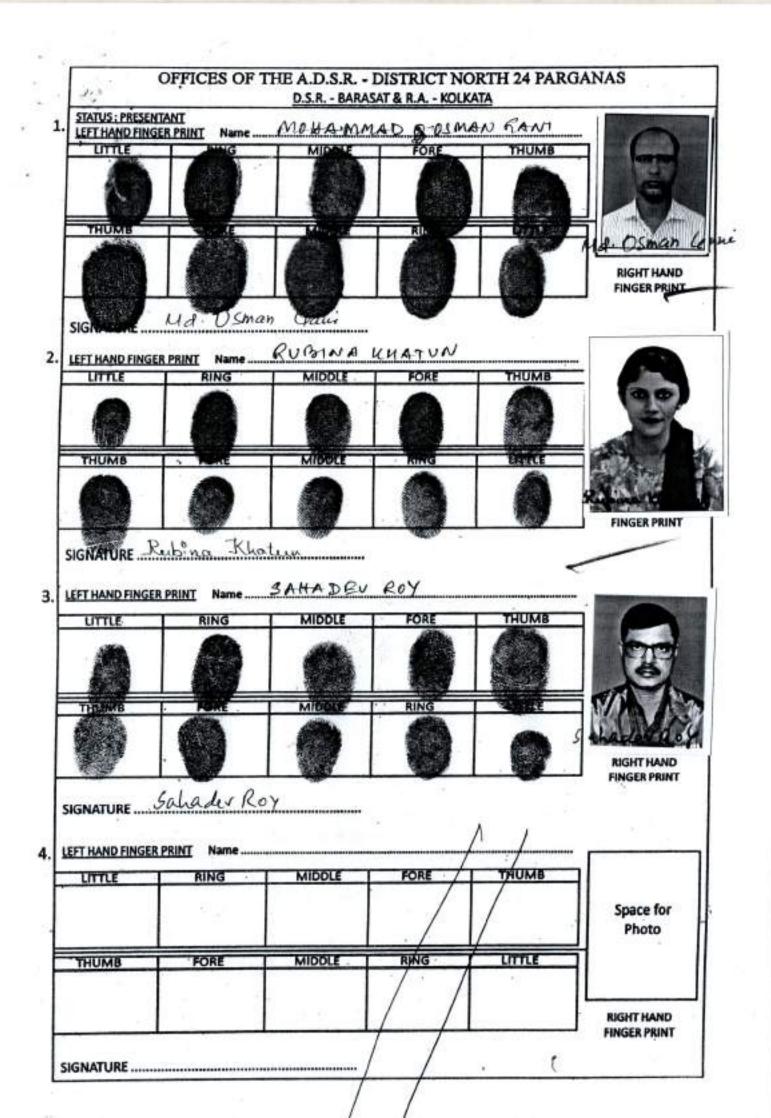
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Advocate Barasat Court Enrolment No. WB-1534/2013









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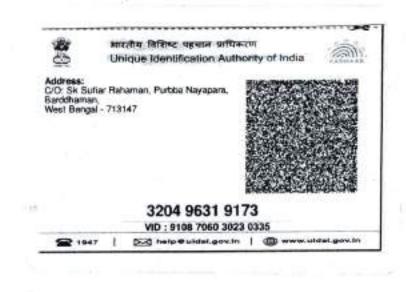
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