

भारतीय गैर न्यायिक

बीस रुपये

रु.20

Rs.20

TWENTY
RUPEES

INDIA

INDIA NON JUDICIAL

29AA 342920

पश्चिम बंगाल WEST BENGAL

47

3 SEP 2024



EXECUTIVE
BEFORE THE MAGISTRATE at Asansol COURT

AFFIDAVIT

1] **MR. MAHADEO SHAW** (having Income Tax PAN No: AKOPS3477K) Son of Late Hiralal Shaw, by faith-Hindu, Nationality-Indian, by Occupation Business, Resident of Dr. G.C. Ghosh Road, Raniganj, P.O. & P.S. Raniganj, Sub-Division Asansol, District Paschim Bardhaman, PIN No. 713347, within the State of West Bengal; 2] **MRS. URMILA DEVI BHALOTIA** (having Income Tax PAN No: ADJUPB3262D) wife of Late Shyam Narayan Bhalotia, by faith-Hindu, Nationality-Indian, a Housewife, resident of Karnani Estate, Suite No. 50, 2nd Floor, 209, A. J. C. Bose Road, P.O. Circus Avenue, P.S: Beniapur, District- Kolkata, PIN No. 700017 in the State of West Bengal; 3] **MR. AJAY KUMAR BHALOTIA** (having

1 Mahadeo Shaw

3 Aobhalotia
Bhalotia

2 Urmila Devi Bhalotia 4

Income Tax PAN: ADEPB6851D), son of Late Shyam Narayan Bhalotia, by faith-Hindu, Nationality-Indian, by Occupation Professional, resident of Karnani Estate Suite No. 50, 2nd Floor 209, A. J. C. Bose Road, P.O. Circus Avenue, P.S: Beniapur, District-Kolkata, PIN No. 700017 in the State of West Bengal; **4] MR. SACHIN KUMAR BHALOTIA** (having Income Tax PAN: AFTPB8896B), son of Late Shyam Narayan Bhalotia, by faith-Hindu, Nationality-Indian, by Occupation Professional, resident of Karnani Estate, Suite No. 50, 2nd Floor 209, A. J. C. Bose Road, P.O. Circus Avenue, P.S: Beniapur, District-Kolkata, PIN No. 700017 in the State of West Bengal, solemnly affirm and declare as follows:-

1. That out of 0.6017 Acres of land in L.R Plot No. 48 [R.S. Plot No. 38] and L.R. Plot No. 50 [R.S. Plot No. 40] situated within the District of Paschim Bardhaman, P.S. Raniganj, Mouza Searsole, J.L. No. 17
 - a) Mr. Mahadeo Shaw Son Late Hiralal Shaw purchased 0.42 Acres (approx. 25 Katha 6 Chataks 23 Sq.fts.) of land by virtue of registered deed no.00393 of 1986 & 988 of 1998 ;
 - b) Mrs. Urmila Devi Bhalotia purchased 0.1537 Acres (approx. 9 Katha 4 Chataks 35 Sq.fts.) of land by virtue of registered deed no.01182 of 2019;
 - c) Shyam Narayan Bhalotia (Since deceased) purchased 0.028 Acres (approx. 1 Katha 10 Chataks 10 Sq.fts.) of land by virtue of registered deed no.1351 of 2019.



That the said land has duly been recorded in the aforesaid names in L.R. Record of Rights.

2. That the aforesaid Mr. Mahadeo Shaw, Mrs. Urmila Devi Bhalotia, and Mr. Shyam Narayan Bhalotia (Since deceased) executed a registered Development agreement being no. 4726 Dt. 03.09.2019 of the Addl. District Sub-Registry Office Raniganj in favor of M/s Devashilpi Estate Developers Private Limited for promoting and Developing the said land by constructing flats/shop thereon and empowered for sale the said flats/shop to the intending purchasers and they also mentioned their share of allocation in the said Development agreement.

1 Mahadeo Shaw

3 Abhaloto
Sachin Kumar

2 Urmila Devi Bhalotia

3. That thereafter, the aforesaid Shyam Narayan Bhalotia died on 11/12/2020 Intestate leaving behind his wife Mrs. Urmila Devi Bhalotia, two Sons namely Mr. Ajay Kumar Bhalotia & Mr. Sachin Kumar Bhalotia, and daughter Mrs. Sweta Agarwal to inherit all his property as per the Hindu Succession Act.
4. That the aforesaid Mrs. Urmila Devi Bhalotia and Mrs. Sweta Agarwal jointly gifted their 50% share of the left behind land of Late Shyam Narayan Bhalotia in the aforesaid plots to Mr. Ajay Kumar Bhalotia & Mr. Sachin Kumar Bhalotia by virtue of a registered gift deed being no.4688 Dt.28.06.2022 of the Addl. District Sub-Registry Office Raniganj.
5. That in the manners aforesaid Mr. Ajay Kumar Bhalotia & Mr. Sachin Kumar Bhalotia acquired the 50% ownership of the left behind land of Late Shyam Narayan Bhalotia in the aforesaid plots and remaining 50% by dint of the aforesaid gift deed and become the absolute owner of the of share of land of Late Shyam Narayan Bhalotia in the aforesaid plots.
6. That the said land of Late Shyam Narayan Bhalotia has been mutated in the finally published L.R. Record in the name of Mr. Ajay Kumar Bhalotia against L.R. Khatian No. 9535 of Mouza Searsole and Mr. Sachin Kumar Bhalotia against L.R. Khatian No. 9536 of Mouza Searsole.
7. That Mr. Ajay Kumar Bhalotia & Mr. Sachin Kumar Bhalotia become one of the parties of the Development Agreement being no. 4726 Dt. 03.09.2019 in place of their father Shyam Narayan Bhalotia (since deceased).
8. That the share of Allocation of Late Shyam Narayan Bhalotia as mentioned in **Part-II of the FIFTH SCHEDULE** of the said Development agreement being no. 4726 Dt. 03.09.2019 devolve upon Mr. Ajay Kumar Bhalotia & Mr. Sachin Kumar Bhalotia in equal share
 - a) Allocation share of **Ajay Kumar Bhalotia** **0.58%**
 - b) Allocation Share of **Sachin Kumar Bhalotia** **0.58%**

1 Mahadeo Shaw

3 Abhaya Singh

Urmila Devi Bhalotia

Sachin Kumar Bhalotia

2

4



9. That all the Terms and conditions of the said "Development Agreement" being no. 4726 dated 03.09.2019 are the same and devolve from Late Shyam Narayan Bhalotia to Mr. Ajay Kumar Bhalotia & Mr. Sachin Kumar Bhalotia.

10. That this affidavit should be treated as part of the said Development agreement being no. 4726 Dt. 03.09.2019

The statements made above are true to the best of our knowledge and belief.

I sign and swear this affidavit on this the 23rd day of September 2022 at D.S. Sona Court.

① Mahadeo Shaw.

② Urmila Devi Bhalotia

③ A. Bhalotia.

④ R. Bhalotia

Identified by me:

Amitava Banerjee
ADVOCATE
Banerjee



DECLARANT

The above declaration affirmed by the owners of the said land regarding Developers Agreement no. 4726 Dt. 03.09.2019 of the Addl. District Sub Registry office Raigarh, hereby accepted and acknowledge.

Solely affirmed by Mahadeo Shaw For, Devashilpi Estate Developers Pvt. Ltd.

Son/Wife/Daughter of Late Hiralal Shaw

Page 4 of 4 and identified by *Amitava Banerjee* Advocate

on the 23rd day of September 2022

R. Bhalotia

Director