

SL-1962/2022

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পশ্চিমবঙ্গ পশ্চিমবঙ্গ WEST BENGAL

G 293930

D-808770/2022

22/03/22
12-19P^m

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT strictly under Joint

Venture basis is made on this the 22nd day of

March 2022 (Two Thousand Twenty Two).

Verify that the accounts in annexure are correct. The signatures shall be placed on the document as part of the account.

Notional Char. of Sub-Registrar
Bagnan, 24 Pgs. 00

22 MAR 2022

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BETWEEN

(1) **SRI SUBRATA MANNA**, having (PAN - AELPM1640M), having (Aadhaar No. - 8345 9796 7715), son of Late Joydeb Manna, alias Joydev Manna, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at 7, Nilgunj Road, P.O. & P. S. - Belgharia, Kolkata - 700056, District - North 24 Parganas, (2) **SRI DEBABRATA MANNA**, having (PAN - AFBPM4032N), having (Aadhaar No. - 5624 9446 1246), son of Late Joydeb Manna, alias Joydev Manna, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at 7, Nilgunj Road, P.O. & P. S. - Belgharia, Kolkata - 700056, District - North 24 Parganas, (3) **SMT. KAKALI BANERJEE**, having (PAN - AEAPB6847G), having (Aadhaar No. - 9832 2451 3470), wife of Sri Swarup Banerjee, daughter of Late Joydeb Manna, alias Joydev Manna, by faith - Hindu, by nationality - Indian, by occupation - Housewife, previously resident of 15, Sebagram Pally, P.O. & P.S. - Belgharia, Kolkata - 700056, District - North 24 Parganas, at present residing at 12, B.T. Road, Trinayana Apartment, Block - 1, Flat no. - 4A, Rathtala, P.O. & P.S. - Belgharia, Kolkata - 700056, District - North 24 Parganas and (4) **MITHU CHANDRA**, alias **MITHU MANNA** having (PAN - AGEPC1136D), having (Aadhaar No. - 3149 0504 4304), daughter of Late Joydeb Manna, alias Joydev Manna, by faith - Hindu, by nationality - Indian, by occupation - Household Work, residing at 50/B, Kailash Bose Street, P.O. & P.S. - Amherst Street, Kolkata - 700006, hereinafter jointly and collectively called and referred to as the "**OWNERS**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective legal heirs, executors, administrators, legal representatives and assigns) of the "**FIRST PART**".

AND

A. R. CONSTRUCTION, having (PAN - AAFFA4760J), a Partnership Firm, having its office at 153/1, B. T. Road, Vikram A.C. Market, 2nd Floor, Room No. - 93 & 94, P.O. - I.S.I., P.S. - Baranagar, Kolkata - 700 108, Dist. - North 24 Parganas, represented by its Partners namely (1) **SRI AMIT DASGUPTA**, having (PAN - AGGPD5790E), having (Aadhaar No. - 2346 9499 3477), son of Late Bimal Kumar Dasgupta, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at 5, Deshpran Sasmal Avenue, P.O. - I.S.I., P. S. - Baranagar, Kolkata - 700108, District - North 24 Parganas and (2) **SRI RATAN BISWAS**, having (PAN - AEAPB0938A), having (Aadhaar No. - 3034 7691 2263), son of Late Monomohan Biswas, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at DL-229, Flat - A-6, Sector -II, Salt Lake, P.O. - Sech Bhaban, P. S. - Bidhannagar (North), Kolkata - 700091, District - North 24 Parganas., hereinafter jointly called and referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its Partners, executors, successors, successors-in-office, successor-in-interest, administrators, legal representatives and assigns) of the "**SECOND PART**".

WHEREAS one Radha Rani Manna (since deceased) widow of Hiralal Manna of 7, Nilganj Road, P.S. - Belghoria, Kolkata - 700056, the Grand Mother of the present Owners herein, during her life time purchased a plot of land admeasuring an area of 2 cottahas more or less with structure from the then Vendor Smt. Latika Bose, widow of Kalyan.Bose and Sri Shyamal Bose, son of Kalyan Bose both of 5/2, M. M. Feeder Road, P.S. - Belgharia, Kolkata - 700057, District - North 24 Parganas at valuable consideration stated therein , comprised of and contained in Mouza - Ariadaha, Kamarhati, J. L. No. - 1, R. S. No. - 12,

Touzi No. - 173, under Khatian No. - 2315 and comprised in Dag No. - 3384, Holding No. 27, the then Ward No. - 8, at present Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belgharia, Kolkata - 700057, in the District of - North 24 Parganas, by a Registered Deed of Conveyance and the said document was duly Registered on 10.05.1993 at the Office of Registrar of Assurances Calcutta and Recorded in Book No. - I, Volume No. - 154, Pages from 187 to 200, Being No. - 6367, for the year 1993.

AND WHEREAS after becoming the sole and absolute Owner of aforesaid landed property measuring about 2 cottahas, more or less she during her life time mutated and recorded her name in the Assessment Register of concerned Kamarhati Municipality as rightful Owner on payment of usual Rates and Taxes, under Holding No. - 1213, the then Ward No. - 8, at present Ward No. - 11 and collecting receipts thereof and since then the property was under her absolute power, control and authority till death.

AND WHEREAS during peaceful physical possession of the said property said Radha Rani Manna died intestate on 22.08.2010 leaving behind her only son Sri Joydeb Manna alias Joydev Manna as her only legal heir and successor to inherit the property, left by said deceased Radha Rani Manna with the provisions of Hindu Succession Act 1956. It is to be noted herein that the husband of Radha Rani Manna named Hiralal Manna predeceased to her.

AND WHEREAS thus by way of inheritance as depicted above the said Joydeb Manna alias Joydev Manna become the sole and absolute Owner of All that piece and parcel of land admeasuring an area of 2 cottahas more of less with structure lying and situates at Mouza - Ariadaha, Kamarhati, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, under Khatian No. - 2315 and comprised in Dag No. - 3384, Holding No. - 1213, the then Ward No. - 8, at present Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belgharia, Kolkata - 700057, in the District of - North 24 Parganas.

AND WHEREAS during peaceful physical possession of the said property, said Joydeb Manna alias Joydev Manna died intestate on 11.02.2019 leaving behind him his wife Smt. Rupbani Manna and two sons namely Sri Subrata Manna and Sri Debabrata Manna and two daughters namely Smt. Kakali Banerjee and Mithu Chandra as his legal heirs and helresses and successors to inherit the share of landed property admeasuring an area of 2 cottahas more or less left by said deceased Joydeb Manna with the provisions of Hindu Succession Act 1956.

AND WHEREAS thus in the manner as recited above said Rupbani Manna, Subrata Manna, Debabrata Manna, Kakali Banerjee and Mithu Chandra became the joint Owners having undivided 1/5th share each left by deceased Joydeb Manna of ALL that piece and parcel of Bastu Land admeasuring an area of 2 cottahas more or less with structure standing thereon lying and situates at Mouza - Ariadaha, Kamarhati, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, under Khatian No. - 2315 and comprised in Dag No. - 3384, Holding No. - 1213, the then Ward No. - 8, at present Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belgharia, Kolkata - 700057, in the District of - North 24 Parganas and they jointly have been possessing and enjoying the same peacefully by paying taxes to the competent authority and the Said Property is free from all encumbrances, charges, liens and mortgages in any manner whatsoever.

AND WHEREAS thus by way of inheritance as depicted above the said Smt. Rupbani Manna, Sri Debabrata Manna, Smt. Kakali Banerjee and Mithu Chandra described therein as the Donors of the One Part gifted, assigned and conveyed their undivided 4/5th share of land with structure in favour of Sri Subrata Manna, described therein as the Donee of the Other Part by a Registered Deed of Gift which was duly executed and registered on 08.10.2021 in the office of Additional District Sub Registrar at Belgharia and recored in Book No. - I, Volume No. - 1526-2021, Pages from 179021 to 179054, Being No. - 152604830, for the year 2021.

AND WHEREAS thus by way of Gift said Sri Subrata Manna got 4/5th share i.e. 1 cottah 9 chittacks 27 sq.ft. from his mother, his brother and two sisters and he along with his own 1/5th share i.e. 6 chittacks 18 sq.ft. became the sole and absolute owner of the total Bastu land admeasuring an area of 2 cottahas more or less with structure standing thereon lying and situates at Mouza - Ariadaha, Kamarhati, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, under Khatian No. - 2315 and comprised in Dag No. - 3384, Holding No. - 1213, the then Ward No. - 8, at present Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belgharia, Kolkata - 700057, in the District of - North 24 Parganas.

AND WHEREAS the said Sri Subrata Manna got mutated and recorded his name in the Assessment Register of local Kamarhati Municipality as rightful Owner of the property and since then he has been possessing and enjoying the aforesaid property under his absolute power, control and authority on payment of usual rates and taxes and collecting receipts thereof.

AND WHEREAS one Joydeb Manna alisa Joydev Manna (now deceased), son of Late Hiralal Manna of 7, Nilgunj Road, P.S. - Belgharia, Kolkata - 700056, the father of the present Owners herein, during his lifetime purchased a plot of land admeasuring an area of 7 cottahas 3 chittacks 28 sq.ft. more or less with structure from the then Vendor Smt. Kamala Bala Das, wife of Jiban Krishna Das of 9, Roy Jatindra Nath Chowdhury Lane, P.S. - Baranagar in the suburbs of Calcutta at valuable consideration stated therein comprised of and contained in Mouza - Ariadaha Kamarhati, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, under Khatian Nos. - 2315 & 2316 and comprised in Dag Nos. - 3386, 3384 & 3384/4097, Holding No. - 27, the then Ward No. - 8, at present Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M.

Feeder Road, P.S. - Belgharia, Kolkata - 700057, in the District of North 24 Parganas, by a Registered Deed of conveyance and the said document was duly registered on 19.01.1993 at the Office of Registrar of Assurances, Calcutta and recorded in Book No. - I, Volume No. - 18, Pages from 216 to 230, Being No. - 731, for the year 1993.

AND WHEREAS after becoming the sole and absolute Owner of aforesaid landed property admeasuring an area of 7 cottahas 3 chittacks 28 sq.ft. with structure, he during his lifetime mutated and recorded his name in the Assessment Register of concerned Kamarhati Municipality as rightful Owner on payment of usual rates and taxes, under Ward No. - 11, Holding No. - 1209, and collecting receipts thereof and since then he had been possessing and enjoying the same under his absolute power, control and authority and the property is free from all encumbrances, charges, liens, and mortgages in any manner whatsoever.

AND WHEREAS the said Joydev Manna alias Joydev Manna (now deceased), son of Late Hiralal Manna of 7, Nilgunj Road, P.S. - Belghoria, Kolkata - 700056, the father of the present owners herein, during his lifetime also purchased another Plot of Land admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. more or less with structure from the then Vendor Haji Noor Mohammad Ansri, son of Late Fazale Haque of 101No., Nilratan Adhikari Road, Kamarhati, P.S. - Belghoria, Kolkata - 700058, in the District of North 24 Parganas at valuable consideration stated therein, lying and situates at Mouza - Ariadaha Kamarhati, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, under Khatian No. - 1109 and comprised in Dag Nos. - 3385(P) and 3314(P), Holding No. - 35, the then Ward No. - 8, at present Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belghoria,

Kolkata - 700057, in the District of North 24 Parganas, by a Registered Deed of Conveyance and the said document was duly executed on 31.01.2000 and registered in the office of Additional District Sub-Registrar at Cossipore Dum Dum and recorded in Book No. - I, Volume No. - 17, Pages 335 to 342, Being No. - 665, for the year 2000.

AND WHEREAS after becoming the sole and absolute Owner of aforesaid landed property admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. with structure, he during his lifetime mutated and recorded his name in the Assessment Register of concerned Kamarhati Municipality as rightfull Owner on payment of usual rates and taxes under Ward No. - 11, Holding No. - 364, and collecting receipt thereof and since then he had been possessing and enjoying the same under his absolute Power, Controll and Authority and the property is free from all encumbrances, charges, liens and mortgages in any manner whatsoever.

AND WHEREAS while said Joydeb Manna alias Joydev Manna had been possessing and enjoring the same he died instate on 11.02.2019, leaving behind him his wife Smt. Rupbani Manna and two sons namely Sri Subrata Manna and Sri Debabrata Manna and two daughter namely Smt. Kakali Banerjee and Mithu Chandra the present owners herein as his legal heirs, heiresses and successors in respect of the aforesaid 2 (Two) plots of landed property one admeasuring an area of 7 cattahas 3 chittacks 28 sq.ft. more or less with structure and another admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. more or less with structure left by said deceased Joydeb Manna with the provision of Hindu Succession Act 1956.

AND WHEREAS thus in the manner as recited above said Rupbani Manna, Subrata Manna, Debabrata Manna, Kakali Banerjee and Mithu Chandra became

the joint Owners having undivided 1/5th share each left by deceased Joydeb Manna of All that piece and parcel of 2 (Two) plots of Bastu Land one admeasuring an area of 7 cottahs 3 chittacks 28 sq.ft. more or less with structure and another Bastu Land admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. more or less with structure and both the land lying and situates at Mouza - Ariadaha Kamarhati, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, under Khatian Nos. - 2315, 2316 and 1109 and comprised in Dag Nos. - 3386, 3384, 3384/4097 and 3385(P) and 3314(P), Holding No. 1209 and 364, under the then Ward No. 8, at present Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belgharia, Kolkata - 700057, in the District of North 24 Parganas and they have been jointly possessing and enjoying the same peacefully by paying taxes to the competent authority and the said property are free from all encumbrances, charges, leins, and mortgages in any manner whatsoever.

AND WHEREAS By a registered Deed of Gift said Sri Subrata Manna, Sri Debabrata Manna, Smt. Kakali Banerjee and Mithu Chandra described therein as the Donors of the One Part gifted, assigned and conveyed their 4/5th share of total Bastu Land admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. with structure in favour of their mother Smt. Rupbani Manna described therein as the Donee of the Other Part and the said Rupbani Manna along with her own 1/5th share became the sole and absolute Owner of the total Bastu Land with structure as depicted above by way of such Registered Deed of Gift which was duly executed and registered on 08.10.2021 in the office of Additional District Sub Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021, Page from 178961 to 178993, Being No. - 152604827, for the year 2021 and the property is lying and situates at Mouza - Ariadaha Kamarhati, under Khatian Nos. - 1109, and comprised in Dag Nos. - 3385(P) and 3314(P),

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J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, Holding No. 364, under Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belgharia, Kolkata - 700057, in the District of North 24 Parganas and the property is free from all encumbrances, charges, liens in any manner whatsoever.

AND WHEREAS after becoming the sole and absolute Owner said Smt. Rupbani Manna while seizing, possessing and enjoy the aforesaid land with structure she therein referred to as the Donor of the One Part gifted, assigned and conveyed her total plot of Bastu Land admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. with structure in favour of her younger sister Mithu Chandra alias Mithu Manna therein referred to as the Donee of the Other Part by virtue of a Registered Deed of Gift which was duly executed and registered on 27.10.2021 in the office of the Additional District Sub Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021, Page from 191647 to 191673, Being No. - 152605209, for the year 2021.

AND WHEREAS said Mithu Chandra alias Mithu Manna got mutated and recorded her name in the Assessment Register of Local Kamarhati Municipality as rightful Owner of the property, under Ward No. - 11 and since then she has been possessing and enjoying the aforesaid property under her absolute power, control and authority on payment of usual rates and taxes and collecting receipts thereof.

AND WHEREAS thus by way of inheritance as depicted above the said Smt. Rupbani Manna, Smt. Kakali Banerjee and Mithu Chandra described therein as the Donors of the One Part gifted, assigned and conveyed a portion of land admeasuring an area of 300 sq.ft. more or less (out of said area Smt. Rupbani Manna gifted 60 sq.ft. and Smt. Kakali Banerjee and Mithu Chandra gifted 240 sq.ft.)

with structure in favour of Sri Subrata Manna and Sri Debabrata Manna described therein as the Donees of the Other Part out of their 2/5th inherited share of land of deceased Joydeb Manna against his landed property admeasuring an area of 7 cottahas 3 chittacks 28 sq.ft. more or less by virtue of a Registered Deed of Gift which was duly executed and Registered on 02.06.2020 in the office of Additional District Sub Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2020, Page from 42462 to 42505, Being No. - 152601257, for the year 2020 and the said property is lying and situates at Mouza - Ariadaha Kamarhati, under Khatian Nos. - 2315 and 2316 and comprised in Dag Nos. - 3386, 3384 and 3384/4097, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, Holding No. - 1209, under Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belgharia, Kolkata - 700057, in the District of North 24 Parganas and the property is free from all encumbrances, charges, liens in any manner whatsoever.

AND WHEREAS after conveying and assigning the above mentioned portion of land measuring an area of 300 sq.ft. equivalent to 6 chittacks 30 sq.ft. more or less with structur by Smt. Rupbani Manna, smt. Kakali Banerjee and Mithu Chandra out of 7 cottahas 3 chittacks 28 sq.ft. more or less in favour of Sri Subrata Manna and Sri Debabrata Manna the owners herein, Smt. Rupbani Manna, Sri Subrata Manna, Sri Debabrata Manna, Smt. Kakali Banerjee and Mithu Chandra have been possessing and enjoying the remaining land i.e. 6 cottahas 12 chittacks 43 sq.ft. with structure under their absolute power, control and authority and they have mutated their names in the Assessment Record of Kamarhati Municipality on payment of usual rates and taxes being Holding No. 1209/1 under Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belgharia, Kolkata - 700057, in the District of North 24 Parganas.

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AND WHEREAS during peaceful physical possession of the aforesaid landed property Smt. Rupbani Manna, Sri Subrata Manna, Smt. Kakali Banerjee and Mithu Chandra described therein as the Donors of the One Part gifted, assigned and conveyed their undivided 4/5th share of land measuring about 5 cottahas 7 chittacks 7 sq.ft. more or less with structure in favour of Sri Debabrata Manna described therein as the Donee of the Other Part by virtue of a Registered Deed of Gift and the said document was duly executed on 05.10.2021 and registered on 08.10.2021 in the office of Additional District Sub Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021, Page from 170901 to 170934, Being No. - 152604826, for the year 2021.

AND WHEREAS thus by way of Gift said Sri Debabrata Manna got 4/5th share i.e. 5 cottahas 7 chittacks 7 sq.ft. more or less with structure from his mother, his brother and two sisters and he along with his own 1/5th share i.e. 1 cottah 5 chittacks 36 sq.ft. became the sole and absolute owner of the total Bastu Land measuring an area of 6 cottahas 12 chittacks 43 sq.ft. more or less with structure standing thereon lying and situated at Mouza - Ariadaha Kamarhati, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, under Khatian Nos. - 2315 and 2316 and comprised in Dag Nos. - 3386, 3384 and 3384/4097, under Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belgharia, Kolkata - 700057, in the District of North 24 Parganas.

AND WHEREAS the said Sri Debabrata Manna got mutated and recorded his name in the Assessment Register of local Kamarhati Municipality as rightful owner of the property under Ward No. - 11 and since then he has been possessing and enjoying the aforesaid property under his absolute power, control and authority on payment of usual rates and taxes and collecting receipts thereof.

AND WHEREAS during peaceful physical possession of the aforesaid property admeasuring an area of 6 cottahas 12 chittacks 43 sq.ft. more or less with structure said Sri Debabrata Manna described therein as the Donor of the One Part gifted, assigned and conveyed a portion of land admeasuring an area of 4 cottahas 11 chittacks 28 sq.ft. more or less with structure out of his aforesaid area in favour of his elder brother Sri Subrata Manna, described therein as the Donee of the Other Part by virtue of a Registered Deed of Gift, which was duly executed and Registered on 08.10.2021 in the office of Additional District Sub Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021, Page from 179291 to 179316, Being No. - 152604841, for the year 2021.

AND WHEREAS the said Sri Subrata Manna herein the Owner got mutated and recorded his name in the Assessment Register of Local Kamarhati Municipality as rightful Owner of the property, under Ward No. - 11 and since then he has been possessing and enjoying the aforesaid property under his absolute power, control and authority on payment of usual rates and taxes and collecting receipts thereof.

AND WHEREAS after conveying and assigning the above mentioned landed property admeasuring an area of 4 cottahas 11 chittacks 28 sq.ft. more or less with structure said Sri Debabrata Manna has been possessing and enjoying the remaining land i.e. 2 cottahas 1 chittack 15 sq.ft. more or less with structure under his absolute power, control and authority and he has mutated his name in the Assessment record of Kamarhati Municipality on payment of usual rates and taxes, under Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belghoria, Kolkata - 700057, in the District of North 24 Parganas.

AND WHEREAS one Rupbani Manna wife of Joydeb Manna of 7, Nilgunj Road, P.S. - Belghoria, Kolkata - 700056 the mother of the present Owners herein purchased a plot of land admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. more or less with structure from the then Vendor Haji Zahur Ahamed, son of Late Fazale Haque of 101 No. Nilratan Adhikary Road, Kamarhati, p.S. - Belghoria, Kolkata - 700058, District - North 24 Parganas, at valuable consideration stated therein and the property is lying and situates at Mouza - Ariadaha Kamarhati, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, under Khatian No. - 1109 and comprised in Dag Nos. - 3385(P) and 3314(P), Holding No. - 35, the then Ward No. - 8, at present Ward No. - 11, within the limits of Kamarhati Municipality being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belghoria, Kolkata - 700057, in the District of North 24 Parganas, by a Registered Deed of Conveyance and the said document was duly executed on 31.01.2000 and Registered in the office at Additional District Sub-Registrar at Cossipore Dum Dum and Recorded in Book No. - I, Volume No. - 13, Pages 207 to 214, Being No. - 527, for the year 2000.

AND WHEREAS after becoming the sole and absolute Owner of aforesaid landed property admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. more or less with structure, she got mutated and recorded her name in the Assessment Register of concerned Kamarhati Municipality as rightfull Owner on payment of usual rates and taxes under Ward No. - 11, Holding No. -364/1, and collecting receipt thereof and since then she has been possessing and enjoying the same under her absolute Power, Controll and Authority and the property is free from all encumbrances, charges, liens and mortgages in any manner whatsoever.

AND WHEREAS during peaceful physical possession of the aforesaid landed property the said Smt. Rupbani Manna, therein referred to as the Donor of the

One Part gifted, assigned and conveyed a piece and parcel of land admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. more or less with structure in favour of her elder daughter named Smt. Kakali Banerjee therein referred to as Donee of the Other Part by virtue of a Registered Deed of Gift which was duly executed and registered on 27.10.2021 in the office of Additional District Sub-Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021, Page from 191800 to 191824, Being No. - 152605203, for the year 2021.

AND WHEREAS the said Smt. Kakali banerjee got mutated and recorded her name in the Assessment Register of Kamarhati Municipality as rightful Owner of the property, under Ward No. - 11, and since than she has been possessing and enjoying the aforesaid property under her absolute power, control and authority on payment of usual rates and taxes and collecting receipts thereof.

AND WHEREAS Sri Subrata Manna, son of Sri Joydeb manna of 7, Nilgunj Road, P.S. - Belghoria, Kolkata - 700056, herein the Owner purchased a plot of land admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. more or less with structure from the then Vendor Usman Ansari, son of Late Fazale haque of 101No. Nilratan Adhikary Road, Kamarhati, P.S. - Belghoria, Kolkata - 700058, District - North 24 Parganas at valuable consideration stated therein, and the property is lying and situates at Mouza - Ariadaha Kamarhati, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, under Khatian No. - 1109 and comprised in Dag Nos. - 3385(P) and 3314(P), Holding No. - 35, the then Ward No. - 8, at present Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belghoria, Kolkata - 700057, in the District of North 24 Parganas, by a Registered Deed of Conveyance and the said document was duly executed on 04.02.2000 and Registered in the Office of Additional District Sub-Registrar at Cossipore, Dum Dum and Recorded in Book No. - I, Volume No. - 17, Pages 55 to 62, Being No. - 637, for the year 2000.

AND WHEREAS after becoming the sole and absolute Owner of aforesaid landed property admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. with structure, he got mutated and recorded his name in the Assessment Register of concerned Kamarhati Municipality as rightful Owner on payment of usual rates and taxes under Ward No. - 11, Holding No. - 364/2, and collecting receipts thereof and since then he has been possessing and enjoying the same under his absolute Power, Control and authority and the property is free from all encumbrances, charges, liens and mortgages in any manner whatsoever.

AND WHEREAS during peaceful physical possession of the aforesaid landed property the said Sri Subrata Manna described therein as the Donor of the one part gifted, assigned and conveyed his land admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. more or less with structure in favour of his mother named Smt. Rupbani Manna described therein as the Donee of the other part by virtue of a Registered Deed of Gift, which was duly executed and Registered on 08.10.2021 in the Office of Additional District Sub-Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021, Page from 179216 to 179238, Being No. - 152604837, for the year 2021.

AND WHEREAS the said Smt. Rupbani Manna got mutated and recorded her name in the Assessment Register of Kamarhati Municipality as rightful Owner of the property, under Ward No. - 11 and since then she has been possessing and enjoying the aforesaid property under her absolute power, control and authority on payment of usual rates and taxes and collecting receipts thereof.

AND WHEREAS during peaceful physical possession of the aforesaid landed property the said Smt. Rupbani Manna therein referred to as the Donor

of the one part gifted and assigned her land admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. more or less with structure in favour of her elder daughter named Smt. Kakali Banerjee therein referred to as the Donee of the other part by virtue of a Registered Deed of Gift, which was duly executed and registered on 27.10.2021 in the Office of Additional District Sub-Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021, Page from 192255 to 192280, Being No. - 152605198 for the year 2021.

AND WHEREAS the said Smt. Kakali Banrjee got mutated and recorded her name in the Assessment Register of Kamarhati Municipality as rightful Owner of the property, under Ward No. - 11, and since then she has been possessing and enjoying the aforesaid property under her absolute power, control and authority on payment of usual rates and taxes and collecting receipts thereof.

AND WHEREAS Sri Debabrata Manna, son of Sri Joydeb manna of 7, Nilgunj Road, P.S. - Belghoria, Kolkata - 700056, herein the Owner purchased a plot of land admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. more or less with structure from the then Vendor Mahamood Alam, son of Late Fazale haque of 101No. Nilratan Adhikary Road, Kamarhati, P.S. - Belghoria, Kolkata - 700058, District - North 24 Parganas at valuable consideration stated therein, and the property is lying and situates at Mouza - Ariadaha Kamarhati, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, under Khatian No. - 1109 and comprised in Dag Nos. - 3385(P) and 3314(P), Holding No. - 35, the then Ward No. - 8, at present Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belghoria, Kolkata - 700057, in the District of North 24 Parganas, by a Registered Deed of Conveyance and the said document was duly executed on 31.01.2000 and Registered in the Office of Additional District Sub-Registrar at Cossipore, Dum Dum and Recorded in Book No. - I, Volume No. - 13, Pages 199 to 206, Being No. - 526, for the year 2000.

AND WHEREAS after becoming the sole and absolute Owner of aforesaid landed property admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. more or less with structure, he got mutated and recorded his name in the Assessment Register of concerned Kamarhati Municipality as rightful Owner on payment of usual rates and taxes under Ward No. - 11, Holding No. - 364/3, and collecting receipts thereof and since then he has been possessing and enjoying the same under his absolute Power, Control and Authority and the property is free from all encumbrances, charges, liens and mortgages in any manner whatsoever.

AND WHEREAS during peaceful physical possession of the aforesaid landed property the said Sri Debabrata Manna described therein as the Donor of the one part gifted, assigned and conveyed his land admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. more or less with structure in favour of his mother named Smt. Rupbani Manna described therein as the Donee of the other part by virtue of a Registered Deed of Gift, which was duly executed and Registered on 08.10.2021 in the Office of Additional District Sub-Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021, Page from 179437 to 179459, Being No. - 152604848, for the year 2021.

AND WHEREAS the said Smt. Rupbani Manna got mutated and recorded her name in the Assessment Register of Kamarhati Municipality as rightful Owner of the property, under Ward No. - 11 and since then she has been possessing and enjoying the aforesaid property under her absolute power, control and authority on payment of usual rates and taxes and collecting receipts thereof.

AND WHEREAS during peaceful physical possession of the aforesaid landed property the said Smt. Rupbani Manna therein referred to as the Donor

of the one part gifted and assigned her land admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. more or less with structure in favour of her elder daughter named Smt. Kakali Banerjee therein referred to as the Donee of the other part by virtue of a Registered Deed of Gift, which was duly executed and registered on 27.10.2021 in the Office of Additional District Sub-Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021, Page from 191825 to 191850, Being No. - 152605200 for the year 2021.

AND WHEREAS the said Smt. Kakali Banerjee got mutated and recorded her name in the Assessment Register of Kamarhati Municipality as rightful Owner of the property, under Ward No. - 11, and since then she has been possessing and enjoying the aforesaid property under her absolute power, control and authority on payment of usual rates and taxes and collecting receipts thereof.

AND WHEREAS the mother of the Owners herein Smt. Rupbani Manna, wife of Joydeb Manna of 7, Nilgunj Road, P.S. - Belghoria, Kolkata - 700056, District - North 24 Parganas, purchased another plot of land admeasuring an area of 7 cottahas 3 chittacks 32 sq.ft. more or less with structure from the then Vendor Smt. Kamala Bala Das, wife of Jiban Krishna Das of 9, Roy Jatindra Nath Chowdhury Lane, P.S. - Baranagar in the Suburbs of Calcutta at valuable consideration stated therein and the property is lying and situates at Mouza - Ariadaha Kamarhati, J. L. No. 1, R. S. No. - 12, Touzi No. - 173, under Khatian Nos. - 2315 and 2316, and comprised in Dag Nos. - 3386, 3384 and 3384/4097, Holding No. - 27, the then Ward No. - 8, at present Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belghoria, Kolkata - 700057, in the District of North 24 Parganas, by a Registered Deed of Conveyance and the said document was duly executed and Registered on 19.01.1993, in the Office of Registrar of Assurances, Calcutta and recorded in Book No. - I, Volume No. - 18, Pages 191 to 205, Being No. - 729, for the year 1993.

AND WHEREAS after becoming the sole and absolute Owner of aforesaid landed property admeasuring an area of 7 cottahas 3 chittacks 32 sq.ft. more or less with structure, she got mutated and recorded her name in the Assessment Register of concerned Kamarhati Municipality as rightful Owner on payment of usual rates and taxes under Ward No. - 11, Holding No. - 1211, and collecting receipt thereof and since then she has been possessing and enjoying the same under her absolute Power, Control and authority and the property is free from all encumbrances, charges, liens and mortgages in any manner whatsoever.

AND WHEREAS during peaceful possession of the aforesaid landed property the said Smt. Rupbani Manna described therein as the Donor of the one part gifted, assigned and conveyed a portion of land admeasuring an area of 1 cottah 10 chittacks 30 sq.ft. more or less with structure in favour of her two sons namely Sri Subrata Manna and Sri Debabrata Manna described therein as the Donees of the of the other part by virtue of a Registered Deed of Gift which was duly executed and Registered on 02.06.2020 in the Office of Additional District Sub-Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2020, Page from 42462 to 42505, Being No. - 152601257, for the year 2020.

AND WHEREAS after assigning and transferring the aforesaid land the said Smt. Rupbani Manna hold and possess the remaining land admeasuring an area of 5 cottahas 9 chittacks 2 sq.ft. more or less with structure and out of said area said Smt. Rupbani Manna therein referred to as the Donor of the one part gifted, assigned and conveyed a portion of land admeasuring an area of 2 cottahas 5 chittacks 7 sq.ft. more or less with structure in favour of her younger son Sri Debabrata Manna therein referred to as the Donee of the other part by virtue of a Registered Deed of Gift, which was duly executed and Registered on

08.10.2021, in the Office of Additional District Sub-Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021, Page from 179055 to 179078, Being No. - 152604831, for the year 2021.

AND WHEREAS after assigning and transferring the aforesaid land admeasuring an area of 2 cottahas 5 chittacks 7 sq.ft. more or less with structure said Smt. Rupbani Manna described therein as the Donor of the one part further gifted, assigned and conveyed a portion of land admeasuring an area of 8 chittacks 37 sq.ft. more or less with structure in favour of her said younger son Sri Debabrata Manna described therein as the Donee of the other part by virtue of a Registered Deed of Gift, which was duly executed and Registered on 08.10.2021, in the Office of Additional District Sub-Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021 Page from 179413 to 179436, Being No. - 152604846, for the year 2021.

AND WHEREAS thus in the manner as aforesaid and by virtue of above said 2 (Two) registered Deed of Gift bearing No. - 152604831, for the year 2021 and another Deed of Gift bearing No. - 152604846, for the year 2021, the said Sri Debabrata Manna, the Owner herein became the sole and absolute Owner of land admeasuring an area of 2 cottahas 5 chittacks 7 sq.ft. more or less with structure and another plot of land admeasuring an area of 8 chittacks 37 sq.ft. more of less with structure and he got mutated and recorded his name in the Assessment Register of concerned Kamarhati Municipality in respect of 2 (Two) aforesaid plots of land as rightful Owner on Payment of usual rates an taxes under Ward No. - 11, and collecting receipts thereof and since then he has been possessing and enjoying the same under his absolute power, control and authority and the properties are free from all encumbrances, chages, liens and mortgages in any manner whatsoever.

AND WHEREAS during peaceful possession of the remaining land admeasuring an area of 2 cottahas 11 chittacks 3 sq.ft. more or less with structure the said Smt. Rupbani Manna therein referred to as the Donor of the one part gifted, assigned and conveyed the aforesaid land i.e. 2 cottahas 11 chittacks 3 sq.ft. more or less with structure in favour of her elder son named Sri Subrata Manna therein referred to as the Donee of the Other Part by virtue of a Registered Deed of Gift which was duly executed and registered on 08.10.2021 in the Office of Additional District Sub-Registrar at Belghoria and recorded in Book No. - 1, Volume No. - 1526-2021, Page from 179317 to 179340, Being No. - 152604842, for the year 2021.

AND WHEREAS thus by way of Gift, the said Sri Subrata Manna, the Owner herein became the sole and absolute Owner of land admeasuring an area of 2 cottahas 11 chittacks 3 sq.ft. more or less with structure, he got mutated and recorded his name in the Assessment Register of concerned Kamarhati Municipality in respect of aforesaid plot of land as rightful Owner on payment of usual rates and taxes under Ward No. - 11, and collecting receipt thereof and since then he has been possessing and enjoying the same under his absolute power, control and authority and the property is free from all encumbrances, charges, liens and mortgages in any manner whatsoever.

AND WHEREAS one of the Owner herein Sri Subrata Manna, son of Late Joydeb Manna of 7, Nilgunj Road, P.S. - Belghoria, Kolkata - 700056, purchased a plot of land admeasuring an area of 11 cottahas 10 chittacks 39 sq.ft. more or less with structure from the then Vendor Smt. Kamala Bala Das, wife of Jiban Krishna Das of 9, Roy Jatindra Nath Chowdhury Lane, P.S. - Baranagar, in the suburbs of Calcutta at valuable consideration stated therein and the property is lying and situates at Mouza - Ariadaha Kamarhati, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, under Khatian Nos. - 2315 and 2316, and comprised in Dag Nos. - 3386, 3384 and 3384/4097, Holding No. - 27, the then Ward No. - 8, at present Ward No. - 11, within the limits of Kamarhati Municipality, being premises

No. - 5/2, M. M. Feeder Road, P.S. - Belghoria, Kolkata - 700057, in the District of North 24 Parganas, by a Registered Deed of Conveyance and the said document was duly executed and Registered on 19.01.1993, in the office of Registrar of Assurances, Calcutta and recorded in Book No. - I, Volume No. - 18, Pages 231 to 246, Being No. - 732, for the year 1993.

AND WHEREAS after becoming the sole and absolute Owner of aforesaid landed property admeasuring an area of 11 cottahas 10 chittacks 39 sq.ft. more or less with structure, he got mutated and recorded his name in the Assessment Register of concerned Kamarhati Municipality as rightful Owner on payment of usual rates and taxes under Ward No. - 11, Holding No. - 1212, and collecting receipts thereof and since then he has been possessing and enjoying the same under his absolute power, control and authority and the property is free from all encumbrances, charges, liens and mortgages in any manner whatsoever.

AND WHEREAS during peaceful physical possession of the aforesaid landed property the said Sri Subrata Manna therein referred to as the Donor of the one part gifted, assigned and conveyed a piece and parcel of land admeasuring an area of 6 cottahas 12 chitacks 9 sq.ft. more or less with structure in favour of his younger brother named Sri Debabrata Manna therein referred to as the Donee of the other part by virtue of a Registered Deed of gift, which was duly executed and registered on 08.10.2021, in the Office of Additional District Sub-Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021, Page from 179341 to 179363, Being No. - 152604843, for the year 2021.

AND WHEREAS after assigning and transferring the aforesaid land the said Sri Subrata Manna described therein as the Donor of the one part further gifted, assigned and conveyed a piece and parcel of land admeasuring an area

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of 1 cottah 2 chittacks 30 sq.ft. more or less with structure in favour of his said younger brother named Sri Debabrata Manna, described therein as the Donee of the other part by virtue of a Registered Deed of Gift which was duly executed and registered on 08.10.2021, in the Office of Additional District Sub-Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021, Page from 179120 to 179142, Being No. - 152604833, for the year 2021.

AND WHEREAS thus is the manner as aforesaid and by virtue of abovesaid 2 (Two) Registered Deed of Gift bearing No. - 152604843, for the year 2021 and another Deed of Gift bearing No. - 152604833 for the year 2021 the said Sri Debabrata Manna the Owner herein became the sole and absolute Owner of 2 (Two) plots of land admeasuring an area of 6 cottahas 12 chittacks 9 sq.ft. more or less with structure and another plot of land measuring about 1 cottah 2 chittacks 30 sq.ft. more or less with structure, he got mutated and recorded his name in the Assessment Register of concerned Kamarhati Municipality in respect of 2 (Two) aforesaid plots of land as rightful Owner on payment of usual rates and taxes, under Ward No. - 11, and collecting receipts thereof and since then he has been possessing and enjoying the same under his absolute power, control and authority and the properties are free from all encumbrances, charges, liens, and mortgages in any manner whatsoever.

AND WHEREAS during peaceful physical possession of the remaining land admeasuring an area of 3 cottahas 12 chitacks more or less with structure the said Sri Subrata Manna, therein referred to as the Donor of the one part gifted, assigned and conveyed the aforesaid land i.e. 3 cottahas 12 chittacks more or less in favour of his beloved mother named Smt. Rupbani Manna, therein referred to as the Donee of the other part by virtue of a Registered Deed of Gift, which was duly executed and registered on 08.10.2021, in the Office of Additional District Sub-Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021, Page from 179926 to 179948, Being No. - 152604864, for the year 2021.

AND WHEREAS thus by way of Gift, the said Smt. Rupbani Manna, became the sole and absolute Owner of land admeasuring an area of 3 cottahas 12 chittacks more or less with structure and she got mutated and recorded her name in the Assessment Register of concerned Kamarhati Municipality in respect of aforesaid plot of land as rightful Owner on Payment of usual rates an taxes under Ward No. - 11, and collecting receipts thereof and since then she has been possessing and enjoying the same under her absolute power, control and authority and the property is free from all encumbrances, chages, liens and mortgages in any manner whatsoever.

AND WHEREAS during peaceful physical possession of the aforesaid landed property, the said Smt. Rupbani Manna, described therein as the Donor of the one part gifted, assigned and conveyed a piece and parcel of land measuring about 3 cottahas 12 chitacks more or less with structure in favour of her younger sister named Mithu Chandra alias Mithu Manna, described therein as the Donee of thd other part by virtue of a Registered Deed of Gift, which was duly executed and registered on 27.10.2021, in the Office of Additional District Sub-Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021, Page from 191674 to 191699, Being No. - 152605207, for the year 2021.

AND WHEREAS thus by way of Giff, the said Mithu Chandra alias Mithu Manna, the Owner herein became the sole and absolute Owner of land admeasuring an area of 3 cottahas 12 chittacks more or less with structure and she got mutated and recorded her name in the Assessment Register of concerned Kamarhati Municipality in respect of aforesaid plot of land as rightful Owner on Payment of usual rates and taxes under Ward No. - 11, and collecting receipts thereof and since then she has been possessing and enjoying the same under her absolute power, control and authority and the property is free from all encumbrances, chages, liens and mortgages in any manner whatsoever.

AND WHEREAS one of the Owner herein Sri Debabrata Manna, son of Late Joydeb Manna of 7, Nilgunj Road, P.S. - Belghoria, Kolkata - 700056, purchased a plot of land admeasuring an area of 8 cottahas 3 chittacks 37 sq.ft. more or less with structure from the then Vendor Smt. Kamala Bala Das, wife of Jiban Krishna Das of 9, Roy Jatindra Nath Chowdhury Lane, P.S. - Baranagar, in the suburbs of Calcutta at valuable consideration stated therein and the property is lying and situates at Mouza - Ariadaha Kamarhati, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, under Khatian Nos. - 2315 and 2316, and comprised in Dag Nos. - 3386, 3384 and 3384/4097, Holding No. - 27, the then Ward No. - 8, at present Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belghoria, Kolkata - 700057, in the District of North 24 Parganas, by a Registered Deed of Conveyance, and the said document was duly executed and registered on 19.01.1993, in the Office of Registrar of Assurances, Calcutta and recorded in Book No. - I, Volume No. - 18, Page 247 to 262, Being No. - 733, for the year 1993.

AND WHEREAS after becoming the sole and absolute Owner of aforesaid landed property admeasuring an area of 8 cottahas 3 chittacks 37 sq.ft. more or less with structure he got mutated and recorded his name in the Assessment Register of concerned Kamarhati Municipality as rightful Owner on Payment of usual rates and taxes under Ward No. - 11, Holding No. 1210, and collecting receipts thereof and since then he has been possessing and enjoying the same under his absolute power, control and authority and the property is free from all encumbrances, charges, liens and mortgages in any manner whatsoever.

AND WHEREAS during peaceful physical possession of the aforesaid landed property, the said Sri Debabrata Manna therein referred to as the Donor of the one part gifted, assigned and conveyed a portion of Land admeasuring an area of 7 cottahas 2 chitacks 28 sq.ft. more or less with structure in favour of his elder brother named Sri Subrata Manna, therein referred to as the Donee

of the other part by virtue of a Registered Deed of Gift, which was duly executed and Registered on 08.10.2021, in the Office of Additional District Sub-Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021, Page from 179168 to 179191, Being No. - 152604835, for the year 2021.

AND WHEREAS after becoming the sole and absolute Owner of aforesaid landed property admeasuring an area of 7 cottahas 2 chitacks 28 sq.ft. more or less with structure he got mutated and recorded his name in the Assessment Register of concerned Kamarhati Municipality as rightful Owner on payment of usual rates and taxes under Ward No. - 11, and collecting receipts thereof and since then he has been possessing and enjoying the same under his absolute power, control and authority and the property is free from all encumbrances, charges, liens and mortgages in any manner whatsoever.

AND WHEREAS after assigning and transferring the aforesaid land admeasuring an area of 7 cottahas 2 chitacks 28 sq.ft. more or less with structure Sri Debabrata Manna hold and possess the remaining land admeasuring and area of 1 cottah 1 chittack 9 sq.ft. more or less under his absolute power, control and authority and the property is free from all encumbrances.

AND WHEREAS by a Deed of Sale, dated 19.01.1993, registered at the Office of the Registrar of Assurances, Calcutta, duly recorded in Book No. - I, Volume No. - 18, Pages from 191 to 205, Being No. - 729, for the year 1993, Smt. Rupbani Manna the mother of the present Owners herein purchased All that piece and parcel of land admeasuring an area of 7 cottahas 3 chitacks 32 sq.ft. more or less with structure lying and situates at Mouza - Ariadaha Kamarhati and comprised in Dag Nos. - 3386, 3384 and 3384/4097, under Khatian Nos. - 2315 and 2316, Ward No. - 8, Holding No. - 27, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belghoria, Kolkata - 700057 in the District of North 24 Parganas.

AND WHEREAS after such purchase by virtue of the said Deed of Sale said Smt. Rupbani Manna became the sole and absolute Owner of the said area of land admeasuring an area of 7 cottahas 3 chitacks 32 sq.ft. more or less with structure subsequently she mutated and recorded her name in the Assessment Register of local Kamarhati Municipality and since then she has been possessing and enjoying the same under her absolute power, control and authority and the property is free from all encumbrances.

AND WHEREAS by a Deed of Sale, dated 19.01.193 registered at the office of the Registrar of Assurances, Calcutta, duly recorded in Book No. - I, Volume No. - 18, Pages from 216 to 230, Being No. - 731, for the year 1993, one Joydeb Manna (Now Deceased), son of Hiralal Manna the father of the present owners herein during his life time purchased All that piece and parcel of land admeasuring an area of 7 cottahas 3 chittacks 28 sq.ft. more or less with structure lying and situates at Mouza - Ariadaha Kamarhati and comprised in Dag Nos. - 3386, 3384 and 3384/4097 under Khatian Nos. - 2315 and 2316, Ward No. - 8, Holding No. - 27, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belghoria, Kolkata - 700057, in the District of North 24 Parganas.

AND WHEREAS after such purchase by virtue of the said Deed of Sale said Joydeb Manna become the sole and absolute Owner of the said area of land admeasuring an area of 7 cottahas 3 chittacks 28 sq.ft. and subsequently he during his life time mutated and recorded his name in the Assessment Register of local Kamarhati Municipality and since then he has / had been possessing and enjoying the same under his absolute power, control and authority and the property is free from all encumbrances.

AND WHEREAS during peaceful physical possession of the said property said joydeb Manna died Intestate on 11.02.2019 leaving behind him his wife Smt. Rupbani Manna and two sons namely Sri Subrata Manna and Sri Debabrata Manna

and two daughters namely Smt. Kakali Banerjee and Mithu Chandra as his legal heirs and successors to the property and estate left by the said deceased Joydeb Manna.

AND WHEREAS as per provision of the law of Hindu Succession Act 1956 said Smt. Rupbani Manna, Sri Subrata Manna, Sri Debabrata Mann, Smt. Kakali Banerjee and Mithu Chandra became the joint Owners of the said area of land admeasuring an area of 7 cottahas 3 chittacks 28 sq.ft. more or less and each having undivided $\frac{1}{5}$ th share of the said property i.e. 1040.60 sq.ft. more or less and they have been jointly seizing and possessing the same under their absolute power, control and authority and the said property is free from all encumbrances.

AND WHEREAS said Smt. Rupbani Manna described therein as the Donor of the one part gifted, assigned and conveyed a portion of land measuring about 1 cottah 10 chittacks 30 sq.ft. more or less together with structure out of her aforesaid area of land admeasuring an area of 7 cottahas 3 chittacks 32 sq.ft. more or less and also an area of land measuring about 60 sq.ft. more or less out of her inherited $\frac{1}{5}$ th share i.e. 1040.60 sq.ft. from the land of deceased Joydeb Manna i.e. total area of land admeasuring an area of 1 cottah 12 chittacks more or less with structure in favour of her two sons namely Sri Subrata Manna and Sri Debabrata Manna described therein as the Donees of the other part and similarly Smt. Kakali Banerjee and Mithu Chandra described therein as the Donors of the one part also gifted, assigned and conveyed a portion of land admeasuring an area of 5 chittacks 15 sq.ft. more or less out of their inherited $\frac{2}{5}$ th share i.e. 2081.20 sq. ft. from the land of deceased Joydeb Manna in favour of their two brothers namely Sri Subrata Manna and Sri Debabrata Manna described therein as the Donees of the other part by dint of a Registered Deed of Gift which was duly executed and registered on 02.06.2020 in the office of Additional District Sub Registrar at Belghoria and recorded in Book No. - I, Volume No - 1526-2020,

Page from 42462 to 42505, Being No. - 152601257 for the year 2020, both the lands are lying and situates at Mouza - Ariadaha Kamarhati, in C. S. Dag Nos. - 3386, 3384 and 3384/4097, under Khatian Nos. - 2315 and 2316, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, within the limits of Kamarhati Municipality, under Ward No. - 11, Holding Nos. - 1209 and 1211, Premises No. - 5/2, M. M. Feeder Road, P.S. - Belghoria, Kolkata - 700057 in the District of North 24 Parganas.

AND WHEREAS by virtue of said Deed of Gift Sri Subrata Manna and Sri Debabrata Manna became the joint owners of total gifted land admeasuring an area of 2 cottahas 1 chittack 15 sq.ft. more or less with structure and they subsequently got mutated their names in the Assessment Record of Kamarhati Municipality being Holding No. - 1209/1, under Ward No. - 11, P.S. - Belghoria, Kolkata - 700057 and since then they have been possessing and occupying the above mentioned property under their absolute power, control and authority on payment of usual rates and taxes and collecting receipts thereof.

AND WHEREAS during peaceful physical possession of the aforesaid landed property the said Sri Subrata Manna therein referred to as the Donor of the one part gifted, assigned and conveyed 50% of his undivided share i.e. 1 cottah 0 chittack 30 sq.ft. more or less out of total land admeasuring an area of 2 cottahas 1 chittack 15 sq.ft. more or less with structure in favour of his younger brother named Debabrata Manna therein referred to as the Donee of the other part by a Registered Deed of Gift which was duly executed and registered on 08.10.2021 in the office of Additional District Sub Registrar at Belghoria and the said document was recorded in Book No. - I, Volume No. - 1526-2021, Page from 179143 to 179167, Being No. - 152604834, for the year 2021.

AND WHEREAS after becoming the sole and absolute owner of aforesaid landed property admeasuring an area of 1 cottah 0 chittack 30 sq.ft. more or less Sri Debabrata Manna herein the owner along with his own $\frac{1}{2}$ share i.e.

2 cottahs 0 chittack 30 sq.ft. more or less became the sole and absolute owner of total land measuring an area of 2 cottahs 1 chittack 15 sq.ft. and he got mutated and recorded his name in the Assessment Register of concerned Kamarhati Municipality as rightful owner on payment of usual rates and taxes under Ward No. - 11, and collecting receipts thereof and since then he has been possessing and enjoying the same under his absolute power, control and authority and the property is free from all encumbrances, liens and mortgages in any manner whatsoever.

AND WHEREAS It is pertinent to mention here that one of the owner namely Sri Subrata Manna will retain 2 (Two) plots of land one admeasuring an area of 4 cottahas 11 chittacks 28 sq.ft. more or less with structure which he got by virtue of a Registered Deed of Gift from his brother named Sri Debabrata Manna and another land admeasuring an area of 2 cottahas 11 chittacks 03 sq.ft. more or less with structure which he got by virtue of a Registered Deed of Gift from his mother named Smt. Rupbani Manna and recital of aforesaid lands are depicted above, after becoming the sole and absolute owner of said 2 plots of land he got mutated and recorded his name in the Assessment Register of concerned Kamarhati Municipality as rightful owner on payment of usual rates and taxes, and the aforesaid 2 (two) plots are not fall within the ambit of these Development Agreement.

AND WHEREAS thus in the manner as recited above said Sri Subrata Manna, now hold and possess the plot of land admeasuring an area of 9 cottahs 2 chittacks 28 sq. ft. more or less with structure, Sri Debabrata Manna now hold and possess the plot of land admeasuring an area of 16 cottahs 0 chittack 32 sq. ft. Smt. Kakali Banerjee now hold and possess the plot of land admeasuring an area of 4 cottahs 10 chittacks 36 sq. ft. more or less with structure and Mithu Chandra alias Mithu Manna, now hold and possess the plot of land

admeasuring an area of 5 cottahs 4 chittacks 42 sq.ft. more or less with structure, the land owners herein now jointly and collectively seized and possessed of and sufficiently well entitled to **All That** the piece or parcel of plots of Bastu Land containing and aggregating by mesurement an area 35 (thirty five) cottahs, 03 (three) chittacks, 03 (three) sq. ft. with structure and they lawfully seizing and possessing the said land under their absolute power, control and authority and the property is lying and situates at Mouza - Ariadaha, Kamarhati, J. L. NO. - 1, R. S. No. - 12, Touzi No. - 173, under R. S. Khatian Nos. - 1109, 2315 and 2316, Modified Khatian Nos. - 904, 1736 and 1737, L. R. Khatian Nos. - 10356, 10357, 10358, 10359 and 10360 and comprised in R. S. Dag Nos. - 3314 (P), 3385(P), 3384, 3386 and 3384/4097, L. R. Dag Nos. - 12323 and 12324 under Ward No. - 11, within P.S. - Belghoria, Kolkata - 700057 at Premises No. - 5/2, M. M. Feeder Road, in the District of North 24 Parganas and they holding the property without any interruption of others and they have the absolute right, title and interest over the said land and the same bears a good marketable title and free from all encumbrances, charges, liens, mortgages in any manner whatsoever.

AND WHEREAS the said Sri Subrata Manna, Sri Debabrata Manna, Smt. Kakali Banerjee and Mithu Chandra alias Mithu Manna the land owners herein amalgamated their individual holdings under Ward No. - 11, against their total plot of land admeasuring an area of 35 cottahas 03 chittacks 03 sq.ft. more or less with structure at Premises No. - 5/2, M. M. Feeder Road, P.S. - Belghoria, Kolkata - 700057, District - North 24 Parganas, which is fully described in the First Schedule properly together with all easement common rights thereto by paying taxes and revenue to the proper authority.

AND WHEREAS the owners herein having been came to learn that the Developer as experienced building contractor and Developer firm have sufficient

financial strength, as such the owners have approached and requested the Developer firm to develop the said First Schedule property with all modern facilities after demolishing the existing structure by constructing several multistoried Building at the said premises according to the Building Plan that will be sanctioned by the Kamarhati Municipality which has been mutually agreed by both the parties.

AND WHEREAS upon aforesaid representation of the owners and verified of title of the owners concerning the said premises and satisfied prior to execution of this Agreement, the Developer have agreed to develop the said premises by constructing (G+4) several multistoried Building on the First Schedule property as joint venture system with the owners.

AND WHEREAS the Second Part being an experienced and financial capable Developer approached the owners to enter into Agreement for developing the said property with a formulated scheme to do and for that after having several discussing regarding the terms and conditions of the Agreement, it has been settled that the terms and conditions should be fully embodied so that there should not be any confusion in the future towards the Agreement and Development of the said property. However the Developer shall start the construction after getting the new Building Plan to be sanctioned by the Kamarhati Municipality at its own costs and expenses as well as after demolition of the existing structure standing thereon.

AND WHEREAS the Developer / Second Part herein knowing such intention of the Owners herein approached them with the proposal for understanding the construction of the new Building at its own costs and expenses according to the sanctioned plan to be sanctioned by the Kamarhati Municipality and after negotiation between the parties hereto, the Owners herein have finally accepted the proposal and the parties hereto are entering into this Agreement as per terms and conditions stated hereunder.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows :-

ARTICLE : I DEFINITION

- 1.1 **OWNERS** :- shall mean and include **(1) SRI SUBRATA MANNA**, son of Late Joydeb Manna, alias Joydev Manna, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at 7, Nilgunj Road, P.O. & P. S. - Belgharia, Kolkata - 700056, District - North 24 Parganas, **(2) SRI DEBABRATA MANNA**, son of Late Joydeb Manna, alias Joydev Manna, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at 7, Nilgunj Road, P.O. & P. S. - Belgharia, Kolkata - 700056, District - North 24 Parganas, **(3) SMT. KAKALI BANERJEE**, wife of Sri Swarup Banerjee, daughter of Late Joydeb Manna, alias Joydev Manna, by faith - Hindu, by nationality - Indian, by occupation - Housewife, previously resident of 15, Sebagram Pally, P.O. & P.S. - Belgharia, Kolkata - 700056, District - North 24 Parganas, at present residing at 12, B.T. Road, Trinayana Apartment, Block - 1, Flat no. - 4A, Rathtala, P.O. & P.S. - Belgharia, Kolkata - 700056, District - North 24 Parganas and **(4) MITHU CHANDRA**, alias **MITHU MANNA** daughter of Late Joydeb Manna, alias Joydev Manna, by faith - Hindu, by nationality - Indian, by occupation - Household Work, residing at 50/B, Kailash Bose Street, P.O. & P.S. - Amherst Street, Kolkata - 700006,
- 1.2 **DEVELOPER** :- shall mean and include **A. R. CONSTRUCTION**, a Partnership Firm, having its office at 153/1, B. T. Road, Vikram A.C. Market, 2nd Floor, Room No. - 93 & 94 P.O. - I.S.I., P.S. - Baranagar, Kolkata - 700 108, Dist. - North 24 Parganas, represented by its Partners namely **(1) SRI AMIT DASGUPTA**, son of Late Bimal Kumar Dasgupta, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at 5, Desh Pran Sasmal Avenue, P.O. - I.S.I., P. S. - Baranagar, Kolkata - 700108, District - North 24 Parganas and **(2) SRI RATAN BISWAS**, son of Late Monomohan Biswas, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at DL-229, Flat - A-6, Sector -II, Salt Lake, P.O. - Sech Bhaban, P. S. - Bidhannagar (North), Kolkata - 700091, District - North 24 Parganas.

- 1.3. **THE PREMISES** :- Shall mean and include ALL THAT piece and parcel of Bastu Land measuring an area 35 cottahs 03 chittacks 03 sq.ft. together with R. T. structure having covered area 2000 sq.ft. standing thereon lying and situates at Mouza - Ariadaha, Kamarhati, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, under R. S. Khatian Nos. - 1109, 2315 and 2316, Modified Khatian Nos. - 904, 1736 and 1737, L. R. Khatian Nos. - 10356, 10357, 10358, 10359 and 10360 and comprised in R.S. Dag Nos. - 3314 (P), 3385 (P), 3384, 3386 and 3384/4097, L. R. Dag Nos. - 12323 and 12324 under Ward No. - 11, within P.S. - Belgharia, Kolkata - 700 057 at Premises No. - 5/2, M. M. Feeder Road, in the District of 24 Parganas (North) togetherwith all easement and common rights thereto, which is morefully and particularly described in the First Schedule hereunder written.
- 1.4. **THE PROPOSED BUILDING** :- Shall mean and include (G+4) several multistoried Building to be constructed on the said premises conformity with a Building Plan to be sanctioned by the Kamarhati Municipality. It is also noted that it (Floor) will be increased after modification, sanctioned or premises of permission of the said Municipality or Competent Authority, if permissible.
- 1.5. **COMMON FACILITIES & AMENITIES** :- Shall mean main entrance, corridors, staircase, stair ways, passage ways, landings, sub mersible pump, motor, tube well, underground water reservoir, overhead water tank, lift, lift room, community hall, duct, security room, electric meter room, water pump and electric meter installation in common place and other facilities which may be mutually agreed upon by and between the parties and required for enjoyment, maintenance or management of the said Proposed Building.
- 1.6. **SALEABLE SPACE** :- Shall mean the space in the building available for independent use and occupation after making the provisions for common facilities and the space required therefore.

2.7 **OWNER'S ALLOCATION** :- Shall mean

a) The Owners will be entitled to get 50% of the total Physical Constructed Area of proposed Building against their individual area of land as per plan duly sanctioned by Kamarhati Municipality together with the proportionate right, title, interest in the land in common facilities and amenities including the right to use thereof in the Said Premises upon construction of the Said Proposed (G+4) several multistoried Building. The aforesaid 50% of Owner's Allocation will be distributed by the Developer to the Owners as follows :-

- i) 50% physical constructed area of commercial space at South-East facing, on the Ground floor i.e. 1125 sq. ft. in front portion of M. M. Feeder Road, of the proposed Building out of 2250 sq. ft. and also 50% area of car parking and MLCP area and other space will be provided by the Developer to the Owners.
 - ii) Entire 2nd (Second) and 4th (Fourth) Floor and the front, middle and back portion of the Additional floor to be constructed over the fourth floor i.e. 5th (Fifth) Floor will be provided by the Developer to the Owners of the proposed several multistoried Building together with common facilities, common parts and common amenities of the Building and the said property absolutely shall be the property of the Owners.
- b) In addition to the aforesaid "in kind allocation", the Owners herein will receive a sum of **Rs. 1,87,70,000/- (Rupees One Crore Eighty Seven Lakh Seventy Thousand)** only from the Developer herein and such payment made by the Developer in the manner which is specifically mentioned in the memo of consideration.

The said amount shall be adjusted or refunded by the Owners to sale off / out their Flats / Garages / Units through the Developer from their aforesaid allocated portion.

1.8 OWNER'S OBLIGATION :-

- i) The Owners shall bear the 50% of the piling cost on actual basis in the event of (G+5) storied building. In case of (G+4) storied building no piling cost will be borne by the Owners.
- ii) The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the Building at the said premises by the Developer unnecessary.
- iii) That the Owners hereby agree and covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling assigning and/or disposing of any of the Developer's allocation portion in the Building at the said premises.
- iv) That the Owners hereby agree and covenant with the Developer not to let out, grant, lease mortgage and/or charge the said premises or any portion thereof without consent in writing to the Developer during the period of construction.
- v) That if the concerned Kamarhati Municipality Sanctioned Additional Floor during the construction of the Building over the 4th Floor with the consent of Owners then in that case the 50% incidental cost shall have to be borne by the Owners and the Owners will get the 50% share of the said floor of the proposed Building.

- 1.9 DEVELOPER'S ALLOCATION :-** Shall mean and include the balance 50% of Physical Constructed Area (save and except the Owners Allocation) consisting of 50% commercial space at South-West facing, on the Ground Floor, i.e. 1125 Sq. ft. in front portion of M.M. Feeder Road, and 50% area of car parking and MLCP area and other space and Entire 1st (First) and 3rd (Third) Floor and the Front, Middle and Back portion of the Additional Floor to be constructed over the 4th (Forth) floor i.e. 5th (Fifth) floor of the Proposed (G+4) Several Multistoried Building together with common facilities, common parts and common amenities of the Building and the said property absolutely shall be the property of the Developer after providing the Owner's Allocation as aforesaid and together with the absolute right of the parts of the Developer

to enter into Agreement for Sale with intending Purchaser / Purchasers let or in any manner whatsoever and in consideration of the above, the Developer shall be entitled to the remaining balance space in the Building of the built up area to be constructed at the said premises with the right of user of common facilities and amenities and the Developer shall be entitled to enter into agreement for sale and transfer to their own name or in the name of their Nominee and to receive and realize and collect all moneys in respect thereof.

- i) All taxes and mutation upto date expenses will borne by the Owners before handing over their premises to the Developer after that the Developer shall bear all expenses till completion of the Proposed Building.
- iii) The Owners and the Developer shall exclusively entitled to their respective share of allocation in the Building with right to transfer or otherwise deal with or dispose of the same without any right or claim of other or interest therein whatsoever of the others.
- iv) The Developer upon getting the Building revised plan to be sanctioned by Kamarhati Municipality make an Additional floor over the 4th (Fourth) floor of the said proposed Building and the costs and expenses will be borne by the Developer exclusively and the share of the Developer and the Owners will be 50% of such floor equally and such area will be divided at Front, Middle and Back portion of the proposed Building.

1.10 DEVELOPER'S OBLIGATION :-

- i) The Developer hereby agree and covenant with the Owners to complete the construction of the Building within 36 (thirty six) months from the date of sanctioning of the Building plan. The period of construction will be extended if there is any force, majeure, natural calamity or situation on beyond the control of the Developer. In the event of non completion of the project within the scheduled 36 months, the Developer should inform the Owners well in advance and request

for extension of further time period with justified cause. In no case the extended time period be more than 6 months. Moreover the Developer should complete the Owners allocation area with all type of formalities within this agreed 36 months of the extended time period if required. It is agreed that the delivery of possession of the Owners Allocation will be made first and after that the Developer will be entitled to sell out their allocation to any intending Purchaser/s.

- ii) The Developer hereby agree and covenant with the Owners not to violate or contravene any of the provisions of Rules applicable to construction of the said Building.
- iii) The Developer hereby agree and covenant with the Owners not to do any act, deed or thing whereby by the Owners in prevented from enjoying, selling, assigning and/or disposing-of any Owners Allocation in the Building at the said premises.
- iv) The Developer hereby agree and covenant with the Owners that if any deviation would be made by the Developer then the Owners shall be entitled to get 50% share of such deviation and deviation cost shall be borne by the Developer and the Owners equally.
- v) The Developer shall take proper steps for removing and shifting two existing panel box of C.E.S.C., which are lying and situated and located on the South face of demise premises (M. M. Feeder Road) and the total shifting cost will be borne by the Developer.

1.11 **ARCHITECT** :- shall mean such person or persons being appointed by the Developer.

1.12 **TRANSFER** :- with its grammatical variations shall include transfer by possession and any other means adopted for affecting what is under the owners as a transfer of space in the said Building to intending purchasers thereof although the same may not amount to transfer in law.

1.13 **TRANSFERS** :- shall mean a person or persons, firm, limited company, Association of persons to whom any space in the said Building shall be transferred by virtue of these presents.

- 1.14 **BUILDING PLAN** :- shall mean such Building plan for the construction of the building which will be sanctioned in the name of the Owners by the Kamarhati Municipality for construction of the Building and permission other competent authority, if necessary as per law.
- 1.15 **LAWYER** :- shall mean such person who may be appointed by the Developer at its absolute discretion who shall be in charge of all legal acts for Developer and similarly the Owners by their absolute discretion may appoint such person for their legal acts.

ARTICLE - II - COMMENCEMENT

- 2.1 That the Owners and the Developer hereby declare that they have entered into this Agreement purely as a contract basis. The construction of the said Building shall be deemed to have commenced on and from the date of sanctioning of the building plan and shall be completed within **36 months** and after completion of the said Building the Developer shall be bound to handover the Owner's Allocation First.

ARTICLE - III - OWNER RIGHT & PRESENTATION

- 3.1 **POSSESSION** :- The Owners are now absolutely seized and possessed of the otherwise well and sufficiently entitled to the said premises and shall deliver physical as well as identical possession to the Developer to develop the said premises and the said premises is free from all encumbrances.

ARTICLE - IV- DEVELOPER'S RIGHTS

- 4.1 The Developer shall have authority to deal with its allocation in terms of the Agreement or negotiate with any person or persons or enter into any contract of Agreement or take any advance against its allocation or acquired right under these Agreement.
- 4.2 The Owners hereby grant subject to what have been hereunder provided, exclusive rights to the Developer to build new Building upon the said premises in accordance with the plan sanctioned by Kamarhati Municipality in the name of the Owners with or without any amendment and/or modification thereto made or caused to make by the parties thereto.

- 4.3 All application, plans and other papers and documents that may be required by the Developer for the purpose of the obtaining necessary sanction from the Kamarhati Municipality shall be prepared and submitted by the Developer on behalf of the Owners and the Owners shall sign all such plans, applications, other papers and documents as and when necessary and all costs expenses including plan sanctioning costs will be borne by the Developer.
- 4.4 Developer is empowered to collect consideration money from the sale of Developer's Allocation and full and final consideration from the intending purchaser or purchasers for Developer's allocation only.
- 4.5 All construction cost will be borne by the Developer. No liability on account of construction cost will be charged from the Owners and keep the Owners indemnified against all claims and actions in respect of construction work of the proposed Building by the Developer.
- 4.6 The name of the Building will be decided by the Owners of the land.

ARTICLE - V CONSIDERATION

- 5.1 The Developer have agreed to build the said proposed several multistoried Building (G+4) at its own cost and expenses and Owners shall not be required to contribute any sums towards the construction of the said Building of the said premises.
- 5.2 In consideration of the Owners having to grant exclusive right for developing the said premises in addition to the Owners allocation as herein provided.
- 5.3 Apart from the aforesaid consideration which has already been committed by the Developer to the Owners as indicated in Clause No. 1.7 hererein above written, the Developer have agreed to make and shall remain bound to make and bear several necessary expenses as consideration for the purpose of Development of the said premises and/or this Development Agreement and such consideration for all practical purposes will be deemed to be apparent consideration which are as follows.
- a) Space allocation to the Owners.

- b) Costs, charges and expenses incurred for construction erection and completion of the said new Building at the said premises.
 - c) Costs, charges and expenses on account of causing the permission for the purpose of obtaining sanction by the Kamarhati Municipality.
 - d) Costs, charges and expenses incurred doors and windows installation and also sewerage, drainage and other connections.
 - e) Fees payable to architect and the Engineers as also Fees payable to the Kamarhati Municipality for the purpose of obtaining necessary permission of sanction for sewerage drainage and other connection.
 - f) Legal expenses and paid for this Development Agreement and all other expenses and charges for the purpose of Development of the said premises.
 - g) Cost of supervision of construction of the Owner's Allocation of the said premises.
- 5.4 The Owners having agreed to grant exclusive right for developing the said premises in terms of these presents the Developer have agreed undertaken to build the said Building at its own cost and expenses and the Owners shall not be required to contribute any sum towards construction of the said Building and / or Development of the land. It is hereby made clear that the Developer shall after completion of the construction of the said Building in all respect deliver the possession of the Owners allocation.

ARTICLE - VI DEALING OF SPACE IN THE BUILDING

- 6.1 The Developer shall on completion of the new Building put the Owners in undisputed possession of the owners allocation together with all rights of the common facilities and amenities as mentioned earlier.
- 6.2 The Owner shall be entitled to transfer or otherwise deal with Owner's allocation in the Building.
- 6.3 The Developer shall be exclusively entitled to the Developer's allocation in the Building with exclusive right to transfer any right claim interest therein irrespective of the quiet and peaceful possession in respect of only the Developer's Allocation.

- 5.4 In so far as necessary all dealing by the Developer in respect of the Building including Agreement for sale or receiving advance money concerning Developer's Allocation shall be in the name of the Owners for which purpose the Owners undertake to give the Developer or the Developer's agent, a registered Development Power of Attorney only in respect of Developer's Allocation.
- 6.5 The Owners shall execute the Deed of Conveyance or Conveyances in favour of the Developer or in favour of the Developer's nominee or nominees in such part or parts as shall be required by the Developer only in respect of Developer's Allocation.

PROVIDED HOWEVER the cost of the conveyance or conveyances including Non-Judicial Stamps and Registration expenses and all other legal expenses shall be borne and paid by the Developer's such nominee and nominees.

ARTICLE - VII SPACE ALLOCATION

- 7.1 The Owners shall be entitled to transfer or otherwise deal with the Owners allocation in the Building.
- 7.2 The Developer will complete the Owners Allocation within the time period mentioned hereinafter and, make over possession of Owners Allocation to the Owners within 36 months from the date of sanctioning of the Building plan.

ARTICLE - VIII NEW BUILDING

- 8.1 The Developer shall at its own cost, construct and complete the new Building at the said premises in accordance with the sanction plan with good and standard material as may be specified by the Architect from time to time.
- 8.2 The Developer shall install, erect in the Building at Developer's own cost and expenses i.e. pump water storage tank, overhead reservoir, Electrification permanent electric connection from CESC until permanent

electric connection is obtained temporary electric connection shall be provided in a residential Building having self contained apartments and constructed for sale of the flats therein as mutually agreed upon.

- 8.3 All costs charges and expenses including Architect's Fees shall be discharged and paid by the Developer and the Owners shall bear no responsibility in this context as stated above.
- 8.4 The Owners shall, pay and clear up all the arrears on account of Municipal Taxes outgoing of the premises up to the date of delivery of possession of the schedule property to the Developer. It is further agreed by and between the parties that the Owners shall not pay any taxes such as Municipal Taxes and other taxes in respect of the said property from the date of delivery of possession of the First Schedule property. All such, taxes outgoing and electricity charges in respect of the said property would be borne by the Developer from the date of execution of these presents till the date of completion of the construction and allocation of the floor area between the Owners and the Developer.

ARTICLE - IX COMMON FACILITIES

- 9.1 The Developer shall pay and bear all property taxes and other dues and outgoing in respect of the said premises according to due as and from the date of execution of project work.
- 9.2 As soon as the Building at the said premises is completed the Developer shall give written notice to the Owners requiring the Owners to take possession of the Owner's Allocation in the Building, if there is no dispute regarding the completion of the Building in terms of the Agreement and according to the specification and plan thereof and certificate of the Architect of the Municipality being provided to that effect, then after 30 days from the date of service of such notice and at all times thereafter the Owner shall be exclusively responsible for payment of all Municipal Taxes and property taxes duties and other public outgoing and imposition whatsoever (hereinafter or the sake or brevity referred to as the said rates) payable in respect of the Owner's Allocation.

- 9.3 Any transfer of any part of the Owner's Allocation in the new Building shall be subject to the provision hereof and the Owners shall thereafter be responsible in respect of the space transferred to pay the said rates and services charges for the common facilities.
- 9.4 The Owners shall not do any act, deed or things whereby the Developer may be prevented from construction and completion of the said Building.

ARTICLE - X COMMON RESTRICTION

The Owners Allocation in the Building shall be subject to the same restriction and use as are applicable to the Developer's Allocation in the Building intended for common benefits of all occupiers of the Building which shall include as follows :-

- 10.1 Neither party shall use or permit to be used the respective allocation to the Building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the Buildings.
- 10.2 Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 10.3 Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless such party shall have observed and performed all to the and condition on their respective part to be observed and/or performed the proposed transferee shall have give a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- 10.4 Both parties shall abide by all Laws, Rules and Regulations of the Government statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said Laws and Regulation.

- 10.5 Both the parties shall keep the interior walls sewers drains pipes and other fittings and fixtures and appurtenance and floor and ceiling etc. in each of their respective allocation in the Building in good working conditions and repair and in particular so as not to cause any damage to the Building or any other space or accommodation therein and shall keep the other of them and/or the occupation of the Building indemnified from and against the consequences of any breach.
- 10.6 Neither party shall throw or accumulate any dirty rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the Building or in the compound, corridor or any other portion or portion of the Building.
- 10.7 The Owners shall permit the Developer and its servants and agents with or without workman and other at all reasonable items to enter into and upon their Owner's Allocation and every part thereof for the purpose of maintenance or repairing any part of the Building and/or for the purpose of repairing maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing and testing drainage and pipes, electric, wires and for any similar purpose.

ARTICLE - XI OWNERS INDEMNITY

- 11.1 The Owners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the Developer perform and fulfill the terms and conditions herein contained and/or its part to be observed any performed.

ARTICLE - XII DEVELOPER'S INDEMNITY

- 12.1 The Developer hereby undertake to keep the Owners indemnified against third party claiming and actions arising out of any sort of act of occupation commission of the Developer in relation with the construction of the said Building.

- 12.2 The Developer hereby undertake to keep the Owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's action with regard to the development of the said premise and /or for any defect therein.

ARTICLE - XIII MISCELLANEOUS

- 13.1 The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construct as a partnership between the Owners and the Developer in any manner nor shall the parties hereto be constituted as Association of persons.
- 13.2 It is understood that from time to time facilitate the construction of the Building by the Developer various deeds, matter and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners related to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matter and things as and when required and the Owners shall execute all such additional applications and other documents as the case may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Owners and/or against the spirit of these presents.
- 13.3 Any notice required to be given by the Developer to the Owners shall without prejudice to any other mode of service available be deemed to have been served on the Owner's Allocation if delivered by hand and duly acknowledged and shall likewise be deemed to have been served on the Developer by the Owners if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgement to the registered office of the Developer.
- 13.4 The Developer and the Owners shall mutually frame scheme for the management and the administration of the said Building and/or common parts thereof. After the completion of the said Building the Owners hereby

agree to abide by all the rules and regulations to be framed by any society/ association / holding organization and/or any other organization who will be in charge or such management of the affairs of the Building and/ or common parts thereof and hereby given his consent to abide by such rules and regulations.

13.5 As and from the date of the completion of the Building the Developer and/or its transferees and the Owners will be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes and outgoing payable in respective spaces.

13.6 The Owners shall produce all original Title deeds relating to the said premises as and when required by the Developer and the Developer shall produce this Agreement and Power of Attorney before any court of law or office/ s whenever the Owners call for and after completion of all construction work, the Developer shall return to the Owner of all original documents after completion of the said project.

13.7 The Building proposed to be constructed by the Developer shall be made in accordance with the specification more fully and particularly mentioned and described in the **Fourth Schedule** hereunder written.

13.8 That the Developer will obtain completion certificate from the Kamarhati Municipality at its own cost, if Municipality have such system.

ARTICLE - XIV JURISDICTION

14.1 The jurisdiction to entertain and determine all action suits and proceedings arise out of these presents between the parties hereto which is also local jurisdiction.

14.2 That both the parties have every right to go any court or law against each other, if any party fails to comply the terms and conditions of this Agreement for equity and justice.

14.3 Save and except what are herein before provided rights and liabilities of the parties shall be governed by law in force.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Premises No. - 5/2, M. M. Feeder Road)

ALL THAT piece and parcel of Bastu land containing an area of 35 cottahs 03 chittacks 03 sq.ft. be the same a little more or less together with R. T. Shed structure having covered area 2000 sq.ft. standing thereon, lying and situates at Mouza - Ariadaha, Kamarhati, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, under R.S. Khatian Nos. - 1109, 2315 and 2316, Modified Khatian Nos. - 904, 1736 and 1737, L.R. Khatian Nos. - 10356, 10357, 10358, 10359 and 10360 and comprised in R.S. Dag Nos. - 3314(P), 3385(P), 3384, 3386, and 3384/4097, L.R. Dag Nos. - 12323 and 12324, under Ward No. - 11, within the limits of Kamarhati Municipality, at Premises No. - 5/2, M. M. Feeder Road, P.S. - Belgharia, Kolkata - 700057 under A.D.S.R. Office Belgharia in the District of North 24 Parganas. TOGETHER WITH all easement right over the said property with all sorts of rights, easements, privileges and appurtenances whatsoever belonging to or enjoyed therewith and appurtenant thereto and reputed so to be the easement right in common passage of the said plot of land in question for ingrees and egress and for laying telephone, water and electric connection, through under or over the said paths and passages together with all sorts of easement rights of air, light etc., which is butted and bounded in the manner following :-

ON THE NORTH : By Ramkrishna Pally
ON THE SOUTH : By 50' ft. Wide M. M. Feeder Road.
ON THE EAST : By Land of Subrata Manna then Ramkrishna Pally Road
ON THE WEST : By Premises No.- 5/3, M. M. Feeder Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Owner's Allocation)

OWNER'S ALLOCATION :- Shall mean :

- a) The Owners will be entitled to get 50% of the total Physical Constructed Area of proposed Building as per the sanctioned plan of Kamarhati Municipality together with the proportionate right, title, interest in the land in common facilities and amenities including the right to use thereof

In the Said Premises upon construction of the Said Proposed (G+4) several multistoried Building. The aforesaid 50% of Owners Allocation will be distributed by the Developer to the Owners as follows :-

- i) 50% physical constructed area of commercial space at South-East facing, on the Ground floor i.e. 1125 sq. ft. in front portion of M. M. Feeder Road, of the proposed Building out of 2250 sq. ft. and also 50% area of car parking and MLCP area and other space will be provided by the Developer to the Owners.
 - ii) Entire 2nd (Second) and 4th (Fourth) Floor and the front, middle and back portion of the Additional floor to be constructed over the fourth floor i.e. 5th (Fifth) Floor of the proposed several multistoried Building together with common facilities, common parts and common amenities of the Building and the said property absolutely shall be the property of the Owners.
- b) In addition to the aforesaid "in kind allocation", the Owners herein will receive a sum of **Rs. 1,87,70,000/- (Rupees One Crore Eighty Seven Lakh Seventy Thousand)** only from the Developer herein and such payment made by the Developer which is properly specified in the Memo of Consideration.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Developer's Allocation)

DEVELOPER'S ALLOCATION :- Shall mean and include the balance 50% of Physical Constructed Area (save and except the Owners Allocation) consisting of 50% commercial space at South-West facing, on the Ground Floor, i.e. 1125 Sq. ft. in front portion of M.M. Feeder Road, and 50% area of car parking and MLCP area and other space and Entire 1st (First) and 3rd (Third) Floor and the Front, Middle and Back portion of the Additional Floor to be constructed over the 4th (Forth) floor i.e. 5th (Fifth) floor of the Proposed

(G+4) Several Multistoried Building together with common facilities, common parts and common amenities of the Building and the said property absolutely shall be the property of the Developer after providing the Owner's Allocation as aforesaid.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(General Specification of the Proposed Building)

General :-

Reinforced Cement Concrete (RCC) piling.

- a) Steel Rod :- To be used TATA STEEL / SRMB / CAPTAIN / SAIL / Any ISI Brand.
- b) Cement :- To be used ACC / Ultra Tech / Ambuja.
- c) Ready Mix Concrete :- To be used by ACC / Ultra Tech / ISI Brand.
- d) Sand :- Full coarse to be used. And medium coarse to be used for plaster and brick work.
- e) Stone Chips :- 5/8 inch, 3/4 inch to be used.
- f) Bricks :- Traditional NKP Brand / AAC Blocks / Solid Concrete Blocks.

Brick Wall :-

All exterior brick wall shall be 8" inches thick with bricks of approved quality in cement sand Mortar (1:6). All partitions shall be 3" or 5" thick with brick of approved quality, cement approved quality, sand mortar (1:4)

Doors :-

- a) Main Door will be made by Teak wood.
- b) Others Door will be commercial Flush Door.
- c) Flush Door of Termite and water proof with Door Skin pasting on both side.
- d) Frame door sal wood 4 inch x 3 inch.
- e) Flush door full Pine Wood.
- f) Toilet Door :- Hard Plastic PVC or Flush Door.

Windows :-

- a) Aluminium sliding window galvanized coating.
- b) Smoke glass / white glass thickness 3mm / 4mm.
- c) Window grill square bar 3/4 x 3/4 inch.
- d) All windows shall be provided with integrated M.S. Grills with enamel paints (Square Bar 12mm)

Floor Skirting & Dado :-

All rooms and Drawing / Dining and Verandah are laid with Vetrified Tiles from Kajaria / Somany Ceramics / Jhonson. Marbel flooring are laid with Dungri / Marwa or equivalent quality.

Kitchen :-

- a) Granite kitchen slab. Kitchen sink with Nirali / Nilkamal.
- b) Kitchen will have Tiles upto 3'-0" height with skirting.
- c) Granite top cooking platform (Top of the Cooking Platform will be 21" with 3'-0" height Glazed wall tiles).

Toilet :-

- a) Toilet will have anti-skid floor tiles and in wall upto 6'-00" height Glazed Tiles shall be provided.
- b) Indian Type Pan / Commode / Basin will be installed with standard Hindware / Paarryware / Cera.
- c) Bib cock, other accessories & fitting with Jaquar / Marc / Cera.
- d) Shower.
- e) 20" x 16" white wash basin.
- f) One Tap with faucet of reputed ISI Marked.
- g) One geyser point in Main Toilet.
- h) One Washing machine point with Inlet outlet point.
- i) One basin will be installed at Dining space.

Plumbing :-

- a) Inside of the toilet pipe line will be concealed. Pipe line will be P.V.C. G.I. water pipe and fittings with Jindal.
- b) Submersible water pump as per actual required capacity with Greaves / Kirloskar.

Electrical :-

Full concealed wiring in all flats, wire of diameter 2.5mm & AC 4mm. Modular switches, other accessories & MCB with Havells / Anchor.

Each flat will be provided with the following electrical points.

- a) Bed Rooms : 2 light points
1 fan point
1 plug point (5 amp)
1 AC point in master bed room
- b) Living / Dining Room : 2 light points
1 fan point
1 plug point (15 amp)
- c) Kitchen : 1 light point
1 plug point (15 amp)
1 exhaust fan point
1 mixture grinder point
1 micro oven point
- d) Toilet : 1 light point
1 exhaust fan point
1 geyser point
- e) Verandah : 1 light point
- f) Calling Bell : One calling bell point at the main door

Interior Finishing and Ceiling :-

Cement sand plaster (1:6) will be provided on the walls surface over which P.O.P. will be applied (Total inside parish/putty finish). The ceiling will be cement sand plastered 1:4 with P.O.P., finish.

Exterior finishes Plastering walls Chajjas etc. :-

Cement sand (1:6) plaster will be provided on the walls surface over which decorative weather coat paints will be applied with putty finish front side.

Water Supply :-

Overhead Reservoir will be provided as per sanction plan with electric pump which will be installed on Ground Floor to deliver water to overhead tank.

Water supply round the clock for which necessary submersible pump will be installed with Iron removal system of water.

Painting :-

- a) Outside paint weather coat with Asian Paints / Berger (Two coats).
- b) Inside wall of the flat will be finished with plaster of paris.
- c) All doors frame and wall painting with primer.

Compound :-

- a) Grill gate as per design will be provided in suitable place.
- b) Grill gate as per design will be provided in main entrance at Ground Floor and Roof.
- c) Five Passenger 2 (two) Lifts in the total Building.
- d) Earthing System of the Building.
- e) Provision of Generator.
- f) Roof Treatment

CCTV Surveillance :-

- a) Security System on the ground floor, lobbies and the vacant area of the newly constructed multistoried Building.
- b) Electrical Calling Bell point at entrance of residential flats.
- c) Common Lighting, street lighting.

Intercom facilities :-

To be installed and to be interconnected to all the flats and security office.

Common Service and Utilities Area :-

Septic tank, overhead water tank, electric meter space and deep tube well at the ground floor, common passage and light by Havells / Anchor.

Extra Work :-

For extra works other than specified above the Owner / Purchaser/s shall pay extra amount for extra work to the Developer before commencing the extra work.

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

SIGNED, SEALED & DELIVERED by both the parties at Kolkata in presence of :-

WITNESSES :-

1. Malay Kanti Ghosh
Advocate

2. Subodh Das
426/18, B-1, a hallerje
Street, Kal-50

1. Subanta Manna,

2. Subit Kundu

3. Rajkalya Basu

4. Nithe Chandra alias Pradyumna

Signature of the Owners

A.R. CONSTRUCTION
Anil Das Gupta
Partner

A.R. CONSTRUCTION
Edan Basu
Partner

Signature of the Developer

Drafted and prepared by me :-
Malay Kanti Ghosh,
(Maloy Kanti Ghosh)
Advocate
Barrackpore Court
North 24 Parganas

Typed by :-

Prakash Goswami
(Prakash Goswami)

RECEIPT

Received from the within named Developer a sum **Rs. 1,87,70,000.00 (Rupees one crore eighty seven lakh seventy thousand)** only as an advance or earnest money as per memo below :-

MEMO OF CONSIDERATION

| Sl.No. | Name | Date | Ref. of Payment | Amount | Amount |
|--------|------------------------------------|------------|---|----------------------------|----------------------|
| 1. | Subrata Manna | 30.12.2019 | Ch. No. - 350140 dt. 30.12.2019 On SBI, Dunlop Bridge Br. by RTGS | 10,00,000/- | 62,56,667/- |
| | | 21.12.2021 | Ch. No. - 308491 dt. 21.12.2021 On SBI, Dunlop Bridge Br. | 8,33,000/- | |
| | | 21.03.2022 | Ch. No. - 000004, dt. 21.03.2022 On HDFC Bank, 91, B.T.Rd, Kol-90 | 20,00,000/- | |
| | | 25.04.2022 | Ch. No. - 000008, dt. 25.04.2022 On HDFC Bank, 91, B.T.Rd, Kol-90 By deduction of TDS | 17,98,000/- 6,25,667/- | |
| 2. | Debabrata Manna | 30.12.2019 | Ch. No. - 350139 dt. 30.12.2019 On SBI, Dunlop Bridge Br. by RTGS | 10,00,000/- | 62,56,667/- |
| | | 21.12.2021 | Ch. No. - 308490 dt. 21.12.2021 On SBI, Dunlop Bridge Br. | 8,33,000/- | |
| | | 21.03.2022 | Ch. No. - 000003, dt. 21.03.2022 On HDFC Bank, 91, B.T. Rd, Ko-90 | 20,00,000/- 17,98,000/- | |
| | | 25.04.2022 | Ch. No. - 000007, dt. 25.04.2022 On HDFC Bank, 91, B.T. Rd, Ko-90 By deduction of TDS | 6,25,667/- | |
| 3. | Kakali Banerjee | 30.12.2019 | Ch. No. - 350138 dt. 30.12.2019 On SBI, Dunlop Bridge Branch [through Rupbani Manna - Mother] | 5,00,000/- | 31,28,333/- |
| | | 21.12.2021 | Ch. No. - 308488 dt. 21.12.2021 On SBI, Dunlop Bridge Branch | 4,17,000/- | |
| | | 21.03.2022 | Ch. No. - 000005, dt. 21.03.2022 On HDFC Bank, 91, B.T. Rd, Ko-90 | 10,00,000/- | |
| | | 25.04.2022 | Ch. No. - 000009, dt. 25.04.2022 On HDFC Bank, 91, B.T. Rd, Ko-90 By deduction of TDS | 8,98,500/- 3,12,833/- | |
| 4. | Mithu Chandra alias Mithu Manna | 07.12.2021 | Ch. No. - 308480 dt. 21.12.2021 On SBI, Dunlop Bridge Branch [through Rupbani Manna - Mother] | 5,00,000/- | 31,28,333/- |
| | | 21.12.2021 | Ch. No. - 308489 dt. 21.12.2021 On SBI, Dunlop Bridge Branch | 4,17,000/- | |
| | | 21.03.2022 | Ch. No. - 000006, dt. 21.03.2022 On HDFC Bank, 91, B.T. Rd, Ko-90 | 10,00,000/- 8,98,500/- | |
| | | 25.04.2022 | Ch. No. - 000010, dt. 25.04.2022 On HDFC Bank, 91, B.T. Rd, Ko-90 By deduction of TDS | 3,12,833/- | |
| | | | TOTAL | | 1,87,70,000/- |

(Rupees one crore eighty seven lakh seventy thousand only)

WITNESSES :-

- 1) Malay Kanti Ghosh
Advocate
- 2) Sudip Das
426/18, B.C. Challenge
Street, KOL-90
- 1) Subrata Manna.
- 2) Debabrata Manna
- 3) Kakali Banerjee
- 4) Mithu Chandra alias Mithu Manna.

SIGNATURE OF THE OWNERS

SPECIMEN FORM FOR TEN FINGER PRINTS



Subrata Manna

| | | | | | |
|------------|---------------|-------------|---------------|-------------|---------------|
| | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB |
| LEFT HAND | | | | | |
| | THUMB | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
| RIGHT HAND | | | | | |

Signature *Subrata Manna*



Subhankar

| | | | | | |
|------------|---------------|-------------|---------------|-------------|---------------|
| | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB |
| LEFT HAND | | | | | |
| | THUMB | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
| RIGHT HAND | | | | | |

Signature *Subhankar*



Kalkali Banerjee

| | | | | | |
|------------|---------------|-------------|---------------|-------------|---------------|
| | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB |
| LEFT HAND | | | | | |
| | THUMB | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
| RIGHT HAND | | | | | |

Signature *Kalkali Banerjee*

SPECIMEN FORM FOR TEN FINGER PRINTS



| | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB |
|------------|---------------|-------------|---------------|-------------|---------------|
| LEFT HAND | | | | | |
| | THUMB | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
| RIGHT HAND | | | | | |

Signature Mithu Chandra alias Mithu Natta



| | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB |
|------------|---------------|-------------|---------------|-------------|---------------|
| LEFT HAND | | | | | |
| | THUMB | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
| RIGHT HAND | | | | | |

Signature Amit Deshpande



| | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB |
|------------|---------------|-------------|---------------|-------------|---------------|
| LEFT HAND | | | | | |
| | THUMB | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
| RIGHT HAND | | | | | |

Signature Rajesh Bhat



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

GRN Details

GRN: 192021220208089288
GRN Date: 19/03/2022 11:44:16
BRN: 1434388576340
Gateway Ref ID: 202207864729541
Payment Status: Successful
Payment Mode: Online Payment (SBI Epay)
Bank/Gateway: SBIPay Payment Gateway
BRN Date: 19/03/2022 11:03:41
Method: State Bank of India New PG CC
Payment Ref. No: 2000808770/4/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: MALOY KANTI GHOSH
Address: BARRACKPORE COURT
Mobile: 9830340827
Depositor Status: Advocate
Query No: 2000808770
Applicant's Name: Mr MALOY KANTI GHOSH
Identification No: 2000808770/4/2022
Remarks: Sale, Development Agreement or Construction agreement Payment No 4

Payment Details

| Sl. No. | Payment ID | Head of A/C Description | Head of A/C | Amount (₹) |
|---------|-------------------|--|--------------------|---------------|
| 1 | 2000808770/4/2022 | Property Registration- Stamp duty | 0030-02-103-003-02 | 70021 |
| 2 | 2000808770/4/2022 | Property Registration- Registration Fees | 0030-03-104-001-16 | 187721 |
| | | | Total | 257742 |

IN WORDS: TWO LAKH FIFTY SEVEN THOUSAND SEVEN HUNDRED FORTY TWO ONLY.

Major Information of the Deed

| | | | |
|--|--|---|------------|
| Deed No : | I-1526-01940/2022 | Date of Registration | 22/03/2022 |
| Query No / Year | 1526-2000808770/2022 | Office where deed is registered | |
| Query Date | 12/03/2022 2:17:51 PM | A.D.S.R. Belghoria, District: North 24-Parganas | |
| Applicant Name, Address & Other Details | MALOY KANTI GHOSH BARRACKPORE COURT, Thana : Barrackpore, District : North 24-Parganas, WEST BENGAL, Mobile No. : 9830094638, Status : Advocate | | |
| Transaction | Additional Transaction | | |
| [0110] Sale, Development Agreement or Construction agreement | [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,87,70,000/-] | | |
| Set Forth value | Market Value | | |
| Rs. 21/- | Rs. 6,76,13,468/- | | |
| Stampduty Paid(SD) | Registration Fee Paid | | |
| Rs. 75,021/- (Article:48(g)) | Rs. 1,87,721/- (Article:E, E, B) | | |
| Remarks | Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area) | | |

Land Details :



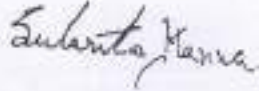


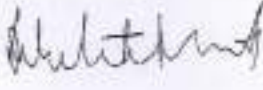


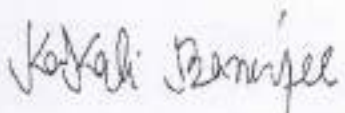
District: North 24-Parganas, P.S:- Belgharia, Municipality: ARIADAHA KAMARHATI, Road: M.M. Feeder Road, Mouza: Ariadaha, Premises No: 5/2, , Ward No: 11 JI No: 0, Pin Code : 700057

| Sch No | Plot Number | Khatian Number | Land Use Proposed | Use ROR | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details |
|----------------------|--------------|----------------|-------------------|---------|--------------------------|-------------------------|-----------------------|---------------------------------|
| L1 | RS-3314 | RS-1109 | Bastu | Bastu | 7 Katha | 4/- | 1,33,41,632/- | Width of Approach Road: 50 Ft., |
| L2 | RS-3385 | RS-2315 | Bastu | Bastu | 7 Katha | 4/- | 1,33,41,632/- | Width of Approach Road: 50 Ft., |
| L3 | RS-3384 | RS-2316 | Bastu | Bastu | 7 Katha | 4/- | 1,33,41,632/- | Width of Approach Road: 50 Ft., |
| L4 | RS-3386 | RS-2315 | Bastu | Bastu | 7 Katha | 4/- | 1,33,41,632/- | Width of Approach Road: 50 Ft., |
| L5 | RS-3384/4097 | RS-2316 | Bastu | Bastu | 7 Katha 3 Chatak 3 Sq Ft | 4/- | 1,37,06,940/- | Width of Approach Road: 50 Ft., |
| TOTAL : | | | | | 58.0663Dec | 20 /- | 670,73,468 /- | |
| Grand Total : | | | | | 58.0663Dec | 20 /- | 670,73,468 /- | |



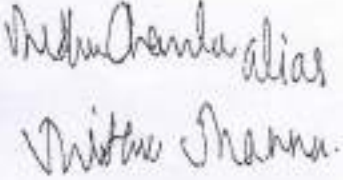
Structure Details :

| Sch No | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details |
|---|----------------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1 | On Land L1, L2, L3, L4, L5 | 2000 Sq Ft. | 1/- | 5,40,000/- | Structure Type: Structure |
| Gr. Floor, Area of floor : 2000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete | | | | | |
| Total : | | 2000 sq ft | 1/- | 5,40,000 /- | |

Land Lord Details :

| Sl No | Name,Address,Photo,Finger print and Signature | | | |
|---|--|---|--|---|
| 1 | Name | Photo | Finger Print | Signature |
| | Shri SUBRATA MANNA Son of Late JOYDEB MANNA Executed by: Self, Date of Execution: 22/03/2022 , Admitted by: Self, Date of Admission: 22/03/2022 ,Place : Office |  22/03/2022 |  LTI 22/03/2022 |  22/03/2022 |
| 7, NILGUNG ROAD, City:- , P.O:- BELGHARIA, P.S:-Belgharia, District:-North 24-Parganas, West Bengal, India, PIN:- 700056 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AExxxxxx0M, Aadhaar No: 83xxxxxxxx7715, Status :Individual, Executed by: Self, Date of Execution: 22/03/2022 , Admitted by: Self, Date of Admission: 22/03/2022 ,Place : Office | | | | |
| 2 | Name | Photo | Finger Print | Signature |
| | Shri DEBABRATA MANNA Son of Late JOYDEB MANNA Executed by: Self, Date of Execution: 22/03/2022 , Admitted by: Self, Date of Admission: 22/03/2022 ,Place : Office |  22/03/2022 |  LTI 22/03/2022 |  22/03/2022 |
| 7, NILGUNG ROAD, City:- , P.O:- BELGHARIA, P.S:-Belgharia, District:-North 24-Parganas, West Bengal, India, PIN:- 700056 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx2N, Aadhaar No: 56xxxxxxxx1246, Status :Individual, Executed by: Self, Date of Execution: 22/03/2022 , Admitted by: Self, Date of Admission: 22/03/2022 ,Place : Office | | | | |
| 3 | Name | Photo | Finger Print | Signature |
| | Smt KAKALI BANERJEE Wife of Shri SWARUP BANERJEE Executed by: Self, Date of Execution: 22/03/2022 , Admitted by: Self, Date of Admission: 22/03/2022 ,Place : Office |  22/03/2022 |  LTI 22/03/2022 |  22/03/2022 |










15, SEBAGRAM PALLY, City:- , P.O:- BELGHARIA, P.S:-Belgharia, District:-North 24-Parganas, West Bengal, India, PIN:- 700056 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AExxxxxx7G, Aadhaar No: 98xxxxxxxx3470, Status :Individual, Executed by: Self, Date of Execution: 22/03/2022
 , Admitted by: Self, Date of Admission: 22/03/2022 ,Place : Office

| 4 | Name | Photo | Finger Print | Signature |
|---|--|---|---|---|
| | Smt MITHU MANNA, (Alias: Smt MITHU CHANDRA) Daughter of Late JOYDEB MANNA Executed by: Self, Date of Execution: 22/03/2022 , Admitted by: Self, Date of Admission: 22/03/2022 ,Place : Office |  |  |  |
| | | 22/03/2022 | LTI 22/03/2022 | 22/03/2022 |
| 50/B, KAILASH BOSE STREET, City:- , P.O:- AMHERST STREET, P.S:-Amharst Street, District:- Kolkata, West Bengal, India, PIN:- 700006 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AGxxxxxx6D, Aadhaar No: 31xxxxxxxx4304, Status :Individual, Executed by: Self, Date of Execution: 22/03/2022 , Admitted by: Self, Date of Admission: 22/03/2022 ,Place : Office | | | | |

Developer Details :

| Sl No | Name,Address,Photo,Finger print and Signature |
|-------|--|
| 1 | A R CONSTRUCTION 153/1, B.T. ROAD, VIKRAM A.C MARKET 2nd FLOOR, City:- , P.O:- I S I, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700108 , PAN No.:: AAXxxxxx0J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative |

Representative Details :

| Sl No | Name,Address,Photo,Finger print and Signature | | | | | | | | | | | | |
|---|--|--|---|--------------|-----------|---|---|--|---|--|---------------------|-------------------|------------|
| 1 | <table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Shri AMIT DASGUPTA Son of Late BIMAL KUMAR DASGUPTA Date of Execution - 22/03/2022 , Admitted by: Self, Date of Admission: 22/03/2022, Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td></td> <td>Mar 22 2022 12:30PM</td> <td>LTI 22/03/2022</td> <td>22/03/2022</td> </tr> </tbody> </table> | Name | Photo | Finger Print | Signature | Shri AMIT DASGUPTA Son of Late BIMAL KUMAR DASGUPTA Date of Execution - 22/03/2022 , Admitted by: Self, Date of Admission: 22/03/2022, Place of Admission of Execution: Office |  |  |  | | Mar 22 2022 12:30PM | LTI 22/03/2022 | 22/03/2022 |
| Name | Photo | Finger Print | Signature | | | | | | | | | | |
| Shri AMIT DASGUPTA Son of Late BIMAL KUMAR DASGUPTA Date of Execution - 22/03/2022 , Admitted by: Self, Date of Admission: 22/03/2022, Place of Admission of Execution: Office |  |  |  | | | | | | | | | | |
| | Mar 22 2022 12:30PM | LTI 22/03/2022 | 22/03/2022 | | | | | | | | | | |
| 5, DESH PRAN SASMAL AVENUE, City:- , P.O:- I S I, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700108, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AGxxxxxx0E, Aadhaar No: 23xxxxxxxx3477 Status : Representative, Representative of : A R CONSTRUCTION (as PARTNER) | | | | | | | | | | | | | |

| Name | Photo | Finger Print | Signature |
|---|---|--|--|
| Shri RATAN BISWAS (Presentant) Son of Late MONOMOCHAN BISWAS Date of Execution - 22/03/2022, Admitted by: Self, Date of Admission: 22/03/2022, Place of Admission of Execution: Office |  <small>Mar 22 2022 12:31PM</small> |  <small>LTI 22/03/2022</small> |  <small>22/03/2022</small> |
| DL-229, FLAT-A-6, SECTOR-II, SALT LAKE CITY, City:-, P.O:- SECH BHAWAN, P.S:-Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700091, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AExxxxxx8A, Aadhaar No: 30xxxxxxx2263 Status : Representative, Representative of : A R CONSTRUCTION (as PARTNER) | | | |

Identifier Details :

| Name | Photo | Finger Print | Signature |
|---|--|--|--|
| Mr SUDIP DAS Son of Shri DULAL DAS 42G/18, B.C.CHATTERJEE STREET, City:- P.O:- BELGHARIA, P.S:-Belgharia, District:-North 24-Parganas, West Bengal, India. PIN:- 700056 |  <small>22/03/2022</small> |  <small>22/03/2022</small> |  <small>22/03/2022</small> |
| Identifier Of Shri SUBRATA MANNA, Shri DEBABRATA MANNA, Smt KAKALI BANERJEE, Smt MITHU MANNA, Shri AMIT DASGUPTA, Shri RATAN BISWAS | | | |

Transfer of property for L1

| Sl.No | From | To. with area (Name-Area) |
|-------|----------------------|-----------------------------|
| 1 | Shri SUBRATA MANNA | A R CONSTRUCTION-2.8875 Dec |
| 2 | Shri DEBABRATA MANNA | A R CONSTRUCTION-2.8875 Dec |
| 3 | Smt KAKALI BANERJEE | A R CONSTRUCTION-2.8875 Dec |
| 4 | Smt MITHU MANNA | A R CONSTRUCTION-2.8875 Dec |

Transfer of property for L2

| Sl.No | From | To. with area (Name-Area) |
|-------|----------------------|-----------------------------|
| 1 | Shri SUBRATA MANNA | A R CONSTRUCTION-2.8875 Dec |
| 2 | Shri DEBABRATA MANNA | A R CONSTRUCTION-2.8875 Dec |
| 3 | Smt KAKALI BANERJEE | A R CONSTRUCTION-2.8875 Dec |
| 4 | Smt MITHU MANNA | A R CONSTRUCTION-2.8875 Dec |

Transfer of property for L3

| Sl.No | From | To. with area (Name-Area) |
|-------|----------------------|-----------------------------|
| 1 | Shri SUBRATA MANNA | A R CONSTRUCTION-2.8875 Dec |
| 2 | Shri DEBABRATA MANNA | A R CONSTRUCTION-2.8875 Dec |
| 3 | Smt KAKALI BANERJEE | A R CONSTRUCTION-2.8875 Dec |
| 4 | Smt MITHU MANNA | A R CONSTRUCTION-2.8875 Dec |

Transfer of property for L4

| Sl.No | From | To. with area (Name-Area) |
|-------|----------------------|-----------------------------|
| 1 | Shri SUBRATA MANNA | A R CONSTRUCTION-2.8875 Dec |
| 2 | Shri DEBABRATA MANNA | A R CONSTRUCTION-2.8875 Dec |
| 3 | Smt KAKALI BANERJEE | A R CONSTRUCTION-2.8875 Dec |
| 4 | Smt MITHU MANNA | A R CONSTRUCTION-2.8875 Dec |

Transfer of property for L5

| Sl.No | From | To. with area (Name-Area) |
|-------|----------------------|------------------------------|
| 1 | Shri SUBRATA MANNA | A R CONSTRUCTION-2.96656 Dec |
| 2 | Shri DEBABRATA MANNA | A R CONSTRUCTION-2.96656 Dec |
| 3 | Smt KAKALI BANERJEE | A R CONSTRUCTION-2.96656 Dec |
| 4 | Smt MITHU MANNA | A R CONSTRUCTION-2.96656 Dec |

Transfer of property for S1

| Sl.No | From | To. with area (Name-Area) |
|-------|----------------------|-------------------------------------|
| 1 | Shri SUBRATA MANNA | A R CONSTRUCTION-500.00000000 Sq Ft |
| 2 | Shri DEBABRATA MANNA | A R CONSTRUCTION-500.00000000 Sq Ft |
| 3 | Smt KAKALI BANERJEE | A R CONSTRUCTION-500.00000000 Sq Ft |
| 4 | Smt MITHU MANNA | A R CONSTRUCTION-500.00000000 Sq Ft |

and Details as per Land Record

District: North 24-Parganas, P.S:- Balgharia, Municipality: ARIADaha KAMARHATI, Road: M.M. Feeder Road, Mouza: Ariadaha, Premises No: 5/2, , Ward No: 11 JI No: 0, Pin Code : 700057

| Sch No | Plot & Khatian Number | Details Of Land | Owner name in English as selected by Applicant |
|--------|--|-----------------|--|
| L1 | RS Plot No:- 3314, RS Khatian No:- 1109 | | |
| L2 | RS Plot No:- 3385, RS Khatian No:- 2315 | | |
| L3 | RS Plot No:- 3384, RS Khatian No:- 2316 | | |
| L4 | RS Plot No:- 3386, RS Khatian No:- 2315 | | |
| L5 | RS Plot No:- 3384/4097, RS Khatian No:- 2316 | | |

Endorsement For Deed Number : I - 152601940 / 2022

On 22-03-2022

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

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

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

Presented for registration at 12:19 hrs on 22-03-2022, at the Office of the A.D.S.R. Belghoria by Shri RATAN BISWAS .

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 6,76,13,468/-

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

Execution is admitted on 22/03/2022 by 1. Shri SUBRATA MANNA, Son of Late JOYDEB MANNA, 7, NILGUNG ROAD, P.O: BELGHARIA, Thana: Belgharia, , North 24-Parganas, WEST BENGAL, India, PIN - 700056, by caste Hindu, by Profession Business, 2. Shri DEBABRATA MANNA, Son of Late JOYDEB MANNA, 7, NILGUNG ROAD, P.O: BELGHARIA, Thana: Belgharia, , North 24-Parganas, WEST BENGAL, India, PIN - 700056, by caste Hindu, by Profession Business, 3. Smt KAKALI BANERJEE, Wife of Shri SWARUP BANERJEE, 15, SEBAGRAM PALLY, P.O: BELGHARIA, Thana: Belgharia, , North 24-Parganas, WEST BENGAL, India, PIN - 700056, by caste Hindu, by Profession House wife, 4. Smt MITHU MANNA, Alias Smt MITHU CHANDRA, Daughter of Late JOYDEB MANNA, 50/B, KAILASH BOSE STREET, P.O: AMHERST STREET, Thana: Amharst Street, , Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by Profession House wife

Indetified by Mr SUDIP DAS, , Son of Shri DULAL DAS, 42G/18, B.C.CHATTERJEE STREET, P.O: BELGHARIA, Thana: Belgharia, , North 24-Parganas, WEST BENGAL, India, PIN - 700056, by caste Hindu, by profession Others

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

Execution is admitted on 22-03-2022 by Shri AMIT DASGUPTA, PARTNER, A R CONSTRUCTION (Partnership Firm), 153/1, B.T. ROAD, VIKRAM A.C MARKET 2nd FLOOR, City:- , P.O:- I S I, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700108

Indetified by Mr SUDIP DAS, , Son of Shri DULAL DAS, 42G/18, B.C.CHATTERJEE STREET, P.O: BELGHARIA, Thana: Belgharia, , North 24-Parganas, WEST BENGAL, India, PIN - 700056, by caste Hindu, by profession Others

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Indetified by Mr SUDIP DAS, , Son of Shri DULAL DAS, 42G/18, B.C.CHATTERJEE STREET, P.O: BELGHARIA, Thana: Belgharia, , North 24-Parganas, WEST BENGAL, India, PIN - 700056, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,87,721/- (B = Rs 1,87,700/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,87,721/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/03/2022 11:45AM with Govt. Ref. No: 192021220208089288 on 19-03-2022, Amount Rs: 1,87,721/-, Bank: SBI EPay (SBlePay), Ref. No. 1434388576340 on 19-03-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 70,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 2256, Amount: Rs.5,000/-, Date of Purchase: 15/03/2022, Vendor name: S BHOWMICK

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/03/2022 11:45AM with Govt. Ref. No: 192021220208089288 on 19-03-2022, Amount Rs: 70,021/-, Bank: SBI EPay (SBlePay), Ref. No. 1434388576340 on 19-03-2022, Head of Account 0030-02-103-003-02



Sougata Das
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Belghoria
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1526-2022, Page from 79149 to 79217

being No 152601940 for the year 2022.



Digitally signed by SOUGATA DAS
Date: 2022.03.22 14:49:54 +05:30
Reason: Digital Signing of Deed.

SouGata

(Sougata Das) 2022/03/22 02:49:54 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Belghoria
West Bengal.

(This document is digitally signed.)