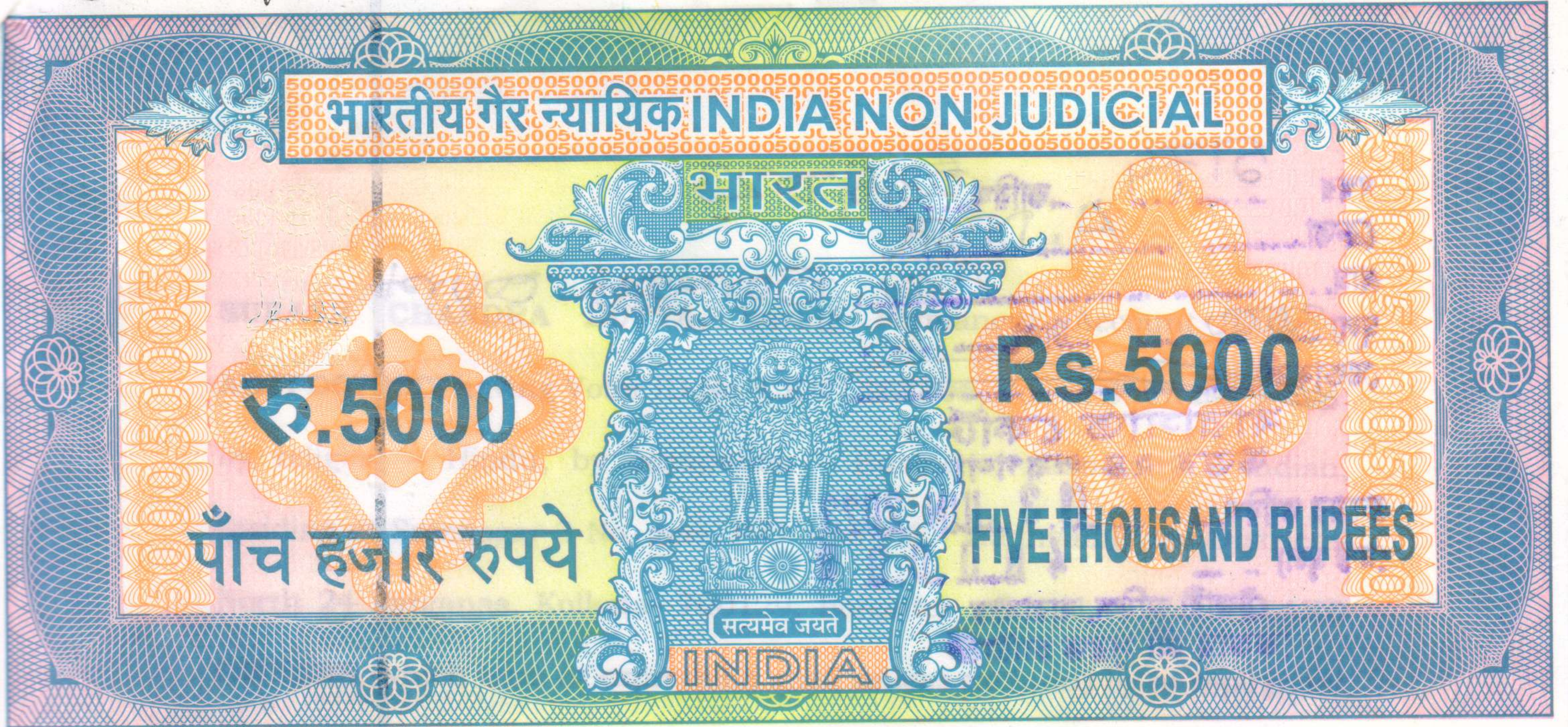


03714/23.

I-03738/2023.



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

Certified that the Document is Admitted to Registration. The Signature Sheet/Sheets The Endorsement Sheet/Sheets Attached with this Document are the Part of this Document.

K 291179

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 30/6/23
 MV 91A71600f

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Additional District Sub-Registrar
 Barasat, North 24 Parganas

30 JUN 2023

DEVELOPMENT AGREEMENT

(Between Land Owners & DEVELOPER)

THIS AGREEMENT made on this 29th day of June, 2023 (Two thousand And Twenty Three) A.D.

BETWEEN

নম্বর 5174 তারিখ 28/6/2023
ক্রেতা A. Dutta
গ্রাম Adv. Barasat court
মূল্য 5000 টাকা
ডেডার শ্রী

বারাসাত কোর্ট
উত্তর 24 পরগনা
ক্রয়ের তারিখ 13 JUN 2023
স্টেম্প মূল্য 4 0 0 0 0
জেজারী অফিস, বারাসাত
ডেডার শ্রী সুরত চাট্টা

Certified that the Document is Admitted to Registration. The Signature Sheet/Sheets The Endorsement Sheet/Sheets Attached with this Document are the part of this Document.



Additional District Sub-Registrar
Barasat, North 24 Parganas

30 JUN 2023

DEED OF SALE

(Between Land Owners & DEVELOPERS)

Haza Prasad Ghosh.
S/o- Late- Amrita Lal Ghosh.
of- Barasat Judge's court
P.O. & P.S. Barasat
Dist. North 24 Parganas
KOL- 700124,
occc- Law clerk
I.D. No. 0000714/12
Barasat Judge's court.

Additional District Sub-Registrar
Barasat, North 24 Parganas

30 JUN 2023

Handwritten notes in Bengali and English, including '8072/10', '22/06', and 'FAIR'.

SUBASH CHANDRA DUTTA, having Permanent Account Number **ADTPD6722C**, having Voter ID No. **CKW1463306**, Son of Sukumar Dutta, by religion – Hindu, by occupation – Business, nationality – Indian, residing at Sreenagar 3 No. gate, P.O. and P.S.- Madhyamgram, District – North 24 Parganas, Kolkata- 700129, hereafter referred to as the **LAND OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context or meaning thereof be deemed to include its/theirs successors in interest representatives and assigns) of the **FIRST PART**.

A N D

“S.P.D. CONSTRUCTION AND DEVELOPERS” having Permanent Account Number **AEZFS4772C**, a partnership firm, having its office at Shree Krishna Cinema Hall, P.O.- Badu, P.S.- Madhyamgram, kolkata – 700155, represented by its signatory authority of the firm on behalf of the other partners namely **SRI SHYAM PRASAD DUTTA**, having Permanent Account Number **AEYPD7073C**, Aadhaar No. **5660 2298 4305**, having Voter Id No. **CKW4091500**, Son of Late Sukumar Dutta, by religion – Hindu, Nationality – Indian, by occupation – Business, residing at 3 No. Sreenagar, P.O. and P.S.- Madhyamgram, District – North 24 Parganas, Kolkata – 700129, hereinafter called and referred to as the **“DEVELOPER”** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, executors, legal representatives and assigns) of the **SECOND PART**.

WHEREAS One **MUCHA ALI MONDAL @ MUSA ALI MONDAL** was the absolute owner of **ALL THAT** piece and parcel of land measuring about 74(Seventy Four) Decimals alongwith other landed property, comprised in Dag No. 532, under Khatian No. 166, J.L. No. 52, Mouza - HUMAIPUR, Touzi No. 146, Re. Suv. No. 56, within the municipal limit of Madhyamgram Municipality, under P.S. & A.D.S.R.O. - Barasat, District- North 24 Parganas and seized and possessed over the same peacefully without any encumbrances.

AND WHEREAS while in possession over the above mentioned landed property said **MUCHA ALI MONDAL @ MUSA ALI MONDAL** sold, conveyed and transferred **ALL THAT** piece and parcel of land measuring about 09(Nine) Cottah 8(Eight) Chittak out of 74(Seventy Four) Decimals alongwith other landed property, comprised in Dag No. 532, under Khatian No. 166, J.L. No. 52, Mouza - HUMAIPUR, Touzi No. 146, Re. Suv. No. 56, within the municipal limit of Madhyamgram Municipality, under P.S. & A.D.S.R.O. - Barasat, District- North 24 Parganas, in favour of one **SAMIR RANJAN GHOSH** by dint of a Deed of Sale registered on 03-01-1972 in the office of Sub-Registry Office, at Barasat, being no. 15 of the year 1972 and in favour of **AMAL KUMAR GHOSH** by dint of a Deed of Sale registered on 03-01-1972 in the office of Sub-Registry Office, at Barasat, being no. 14 of the year 1972 and delivered the peaceful possession over the same and in so peaceful possession the aforesaid **AMAL KUMAR GHOSH** transferred his landed

property by dint of a Nadabipatra registered on 05-07-1976 in the office of Sub-Registrar Office, at Barasat, being no. 5550 of the year 1976 and delivered the peaceful possession over the same and thus said **SAMIR RANJAN GHOSH** became the absolute owner of the below schedule property alongwith other landed properties and seized and possessed over the same.

AND WHEREAS while in possession over the above mentioned landed property said **SAMIR RANJAN GHOSH** sold, conveyed and transferred **ALL THAT** piece and parcel of land measuring about **1(One) Cottahs 8(Eight) Chittaks** more or less, comprised in Dag No. 532, under Khatian No. 166, J.L. No. 52, Mouza - HUMAIPUR, Touzi No. 146, Re. Suv. No. 56, within the municipal limit of Madhyamgram Municipality, under P.S. & A.D.S.R.O. - Barasat, District- North 24 Parganas, in favour of one **MAMATA CHATTERJEE** by dint of a Deed of Sale registered on **09-03-1988 in the office of District Registry Office, at Barasat, recorded in Book- I, Volume No. 24, Pages from 60 to 65, being no. 1616 of the year 1988** and delivered the peaceful possession over the same.

AND WHEREAS while in possession over the above mentioned landed property said **MAMATA CHATTERJEE** sold, conveyed and transferred **ALL THAT** piece and parcel of land measuring about **6(Six) Chittaks** more or less, comprised in Dag No. 532, under Khatian No. 166, J.L.

No. 52, Mouza – HUMAIPUR, Touzi No. 146, Re. Suv. No. 56, within the municipal limit of Madhyamgram Municipality, under P.S. & A.D.S.R.O. - Barasat, District- North 24 Parganas, in favour of the predecessors namely **SUBHAS CHANDRA JANA & SRINIBAS JANA @ SRINIBAS CHANDRA JANA** by dint of a Deed of Sale registered on **08-10-1990 in the office of Addl. District Registry Office, at Barasat, being no. 9086 of the year 1990**, recorded in Book – I, Volume No. 140, Pages from 199 to 206 **AND ALL THAT** piece and parcel of land measuring about **6(Six) Chittaks** more or less, comprised in Dag No. 532, under Khatian No. 166, J.L. No. 52, Mouza – HUMAIPUR, Touzi No. 146, Re. Suv. No. 56, within the municipal limit of Madhyamgram Municipality, under P.S. & A.D.S.R.O. - Barasat, District- North 24 Parganas, in favour of the predecessors namely **SUBHAS CHANDRA JANA & SRINIBAS JANA @ SRINIBAS CHANDRA JANA** by dint of a Deed of Sale registered on **08-10-1990 in the office of Addl. District Registry Office, at Barasat, being no. 9085 of the year 1990**, recorded in Book – I, Volume No. 140, Pages from 191 to 198 **AND ALL THAT** piece and parcel of land measuring about **6(Six) Chittaks** more or less, comprised in Dag No. 532, under Khatian No. 166, J.L. No. 52, Mouza – HUMAIPUR, Touzi No. 146, Re. Suv. No. 56, within the municipal limit of Madhyamgram Municipality, under P.S. & A.D.S.R.O. - Barasat, District- North 24 Parganas, in favour of the predecessors namely **SUBHAS CHANDRA JANA & SRINIBAS JANA @ SRINIBAS CHANDRA JANA** by dint of a Deed of Sale registered on **08-10-1990 in the office of Addl.**

District Registry Office, at Barasat, being no. 9091 of the year 1990, recorded in Book – I, Volume No. 137, Pages from 365 to 370 **AND ALL THAT** piece and parcel of land measuring about **6(Six) Chittaks** more or less, comprised in Dag No. 532, under Khatian No. 166, J.L. No. 52, Mouza – HUMAIPUR, Touzi No. 146, Re. Suv. No. 56, within the municipal limit of Madhyamgram Municipality, under P.S. & A.D.S.R.O. - Barasat, District- North 24 Parganas, in favour of the predecessors namely **SUBHAS CHANDRA JANA & SRINIBAS JANA @ SRINIBAS CHANDRA JANA** by dint of a Deed of Sale registered on **08-10-1990 in the office of Addl. District Registry Office, at Barasat, being no. 9092 of the year 1990,** recorded in Book – I, Volume No. 137, Pages from 371 to 376 and delivered the peaceful possession over the same.

AND

AND WHEREAS while in possession over the above mentioned landed property said **SAMIR RANJAN GHOSH** sold, conveyed and transferred **ALL THAT** piece and parcel of land measuring about **2(Two) Cottahs** more or less, comprised in Dag No. 532, under Khatian No. 166, J.L. No. 52, Mouza – HUMAIPUR, Touzi No. 146, Re. Suv. No. 56, within the municipal limit of Madhyamgram Municipality, under P.S. & A.D.S.R.O. - Barasat, District- North 24 Parganas, in favour of the present owner namely **SUBHAS CHANDRA JANA & SRINIBAS JANA @ SRINIBAS CHANDRA JANA** by dint of a Deed of Sale registered on **29-11-1989 in the office of Addl. District Sub-Registry Office, at Barasat, recorded**

in Book- I, Volume No. 149, Pages from 43 to 48, being no. 9509 of the year 1989 AND ALL THAT piece and parcel of land measuring about **15(Fifteen) Chittak 28(Twenty Eight) Sq.Ft.** more or less, comprised in Dag No. 532, under Khatian No. 166, J.L. No. 52, Mouza – HUMAIPUR, Touzi No. 146, Re. Suv. No. 56, within the municipal limit of Madhyamgram Municipality, under P.S. & A.D.S.R.O. - Barasat, District- North 24 Parganas, in favour of the present owner namely **SUBHAS CHANDRA JANA & SRINIBAS JANA @ SRINIBAS CHANDRA JANA** by dint of a Deed of Sale registered on **26-05-1998** in the office of **Addl. District Sub-Registry Office, at Barasat, recorded in Book- I, Volume No. 42, Pages from 117 to 122, being no. 1990 of the year 1998** and delivered the peaceful possession over the same.

AND WHEREAS while in possession over the above mentioned landed property said **SUBHAS CHANDRA JANA & SRINIBAS JANA @ SRINIBAS CHANDRA JANA** constructed a single storied residential Pucca building measuring an area about **770 (Seven Hundred Seventy) Sq.Ft.** more or less with concrete boundary wall over and around the aforesaid landed property maintaining all norms of the than local authority and while in peaceful possession they recorded their names in the office of B.L. & L.R.O. in **L.R. Dag No. 830, under L.R. Khatian No. 2121/1 (in the name of SUBHAS CHANDRA JANA) & L.R. Khatian No. 1864/1 (in the name of SRINIBAS JANA @ SRINIBAS CHANDRA JANA)** and which is finally published accordingly and also mutated their names in the records

of Madhyamgram Municipality in **Ward No. 8 (New)** under **Holding No. 12 of Sreenagar 1 No. Road** and peacefully seized and possessed over the same.

AND WHEREAS thus said **SUBHAS CHANDRA JANA & SRINIBAS JANA @ SRINIBAS CHANDRA JANA** thus became the owner of **ALL THAT** piece and parcel of land measuring about **4 (Four) Cottah 7(Seven) Chittak 28(Twenty Eight) Sq.Ft.** more or less, togetherwith a single storey residential Pucca building measuring an area about **770 (Seven Hundred Seventy) Sq.Ft.** more or less standing thereon with a concrete boundary wall over and around landed property, comprised in Dag No. 532 corresponding to **L.R. Dag No. 830**, under R.S. Khatian No. 166 corresponding to **L.R. Khatian No. 2121/1 (in the name of SUBHAS CHANDRA JANA) & L.R. Khatian No. 1864/1 (in the name of SRINIBAS JANA @ SRINIBAS CHANDRA JANA)**, lying and situated at J.L. No. 52, Mouza – HUMAIPUR, Touzi No. 146, Re. Suv. No. 56, within the municipal limit of Madhyamgram Municipality, in **Ward No. 8(New)**, under **Holding No. 12 of Sreenagar 1 No. Road**, under P.S. & A.D.S.R.O. - Barasat, District- North 24 Parganas, TOGETHERWITH all types of easement rights alongwith all right, title and interest annexed thereto and have been enjoying and possessing the same peacefully without any interruption by other and is free from all short of encumbrances, lien, mortgage, charges whatsoever and while in peaceful possession said **SUBHAS CHANDRA JANA & SRINIBAS JANA @ SRINIBAS CHANDRA**

JANA sold, transfer and conveyed the aforesaid landed property in favour of the present Land Owner namely **SUBASH CHANDRA DUTTA** by dint of a Deed of Conveyance registered on 07-06-2022 in the office of A.D.S.R.O., at Barasat, being no. 04256 of the year 2022, which is recorded in Book No. I, Volume No. 1503-2022, Pages from 170679 to 170704 and in so peaceful possession said **SUBASH CHANDRA DUTTA** recorded his name in the office of B.L. & L.R.O. in **L.R. Dag No. 830**, under **L.R. Khatian No. 7210 (in the name of SUBASH CHANDRA DUTTA)** and which is finally published accordingly and also mutated their names in the records of Madhyamgram Municipality and peacefully seized and possessed over the same.

AND

WHEREAS all that piece and parcel of Homestead land measuring an area about 9 Cottah $7^{1/2}$ Chittaks be the same or more or less lying and situated in R.S. Dag No. 532 corresponding to L.R. Dag No. 830, in R.S. Khatian No. 166 corresponding to L.R. Khatian No. 1975, within Mouza-Humaipur, J.L. No. 52, Re.Su. No. 56, Touzi No. 146, P.S.-madhyamgram, A.D.S.R.O., Barasat, District- North 24 Prganas, within local limits of Madhyamgram Municipality, was sufficiently seized and possessed by the owner SAMIR RANJAN GHOSH, by virtue of two Deeds being No. 15 for the year 1972, registered in the office of S.R. Barasat and Deed No. 5550 for the year 1976 (Nadabi Deed) registered in the office of S.R. Barasat and being the owner of the aforesaid property he recorded his name in the office of B.L. & L.R.O. and also mutated their names in

the records of Madhyamgram Municipality and peacefully seized and possessed over the same by paying Tax and Khajna before the Madhyamgram Municipality and B.L. & L.R.O. and said Samir Ranjan Ghosh constructed a two storied building in the part of the said land measuring an area about 1600 Sq.Ft. be the same more or less after mutating the name in the local Madhyamgram Municipality and obtaining sanctioned plan therefrom.

AND WHEREAS subsequently the said owner Samir Ranjan Ghosh sold some portion of land and also forgo some portion of landed property for development of road and now said Samir Ranjan Ghosh over a plot of land measuring about 4 Cottah 5 Chittak 8 Sq.Ft. be the same and little more or less togetherwith two storied residential building.

AND WHEREAS in so peaceful possession said **SAMIR RANJAN GHOSH** sold, transfer and conveyed **ALL THAT** piece and parcel of land measuring about **4 Cottah 5 Chittak 8 Sq.Ft.** more or less, togetherwith a single storey residential Pucca building measuring an area about **1600 Sq.Ft.** more or less standing thereon, comprised in Dag No. 532 corresponding to **L.R. Dag No. 830**, under R.S. Khatian No. 166 corresponding to **L.R. Khatian No. 1975**, lying and situated at J.L. No. 52, Mouza - HUMAIPUR, Touzi No. 146, Re. Suv. No. 56, within the municipal limit of Madhyamgram Municipality, in **Ward No. 8(New)**, under **Holding No. 11 of Sreenagar 1 No. Road**, under P.S. & A.D.S.R.O.

- Barasat, District- North 24 Parganas, TOGETHERWITH all types of easement rights alongwith all right, title and interest annexed thereto and have been enjoying and possessing the same peacefully without any interruption by other and is free from all short of encumbrances, lien, mortgage, charges whatsoever in favour of the present Land Owner namely **SUBASH CHANDRA DUTTA** by dint of a Deed of Conveyance registered on 07-06-2017 in the office of Addl. Sub-Registry Office, at Barasat, being no. 03427 of the year 2017, which is recorded in Book No. I, Volume No. 1503-2017, Pages from 87335 to 87354 and in so peaceful possession said **SUBASH CHANDRA DUTTA** recorded his name in the office of B.L. & L.R.O. in **L.R. Dag No. 830**, under **L.R. Khatian No. 5440 (in the name of SUBASH CHANDRA DUTTA)** and which is finally published accordingly and also mutated their names in the records of Madhyamgram Municipality and peacefully seized and possessed over the same.

AND WHEREAS thus the aforesaid owner namely **SUBASH CHANDRA DUTTA** became the sole and absolute owner of **ALL THAT** piece and parcel of land measuring about **4 (Four) Cottah 7(Seven) Chittak 28(Twenty Eight) Sq.Ft.** more or less in physical measurement **4 (Four) Cottah 6(Six) Chittak 12(Twelve) Sq.Ft.** more or less, togetherwith a single storied residential Pucca building measuring an area about **770 (Seven Hundred Seventy) Sq.Ft.** more or less standing

thereon with a concrete boundary wall over and around landed property, being Plot Nos. **6A&7A, 6B&7B, 6C&7C** :

I. **1 (One) Cottah 8(Eight) Chittak** comprised in scheme **Plot No. 6A&7A & 2 (Two) Cottah** comprised in scheme **Plot No. 6B&7B**, togetherwith a single storied residential Pucca building measuring an area about **770 (Seven Hundred Seventy) Sq.Ft.** more or less standing thereon with a concrete boundary wall over and around landed property;**15(Fifteen) Chittak 28(Twenty Eight) Sq.Ft.** comprised in scheme **Plot No. 6C&7C;**

A total area of land **4 (Four) Cottah 7(Seven) Chittak 28(Twenty Eight) Sq.Ft.** more or less in physical measurement **4 (Four) Cottah 6(Six) Chittak 12(Twelve) Sq.Ft. more or less**, togetherwith a single storied residential Pucca building measuring an area about **770 (Seven Hundred Seventy) Sq.Ft.** more or less standing thereon with a concrete boundary wall over and around landed property, being Plot No. **6A&7A, 6B&7B, 6C&7C**, Nature of land **BASTU**, comprised in Dag No. 532 corresponding to **L.R. Dag No. 830**, under R.S. Khatian No. 166 corresponding to **L.R. Khatian No. 2121/1 (in the name of SUBHAS CHANDRA JANA) & L.R. Khatian No. 1864/1 (in the name of SRINIBAS JANA @ SRINIBAS CHANDRA JANA)**, lying and situated at pargana - Anowarpur, J.L. No. 52, Mouza - HUMAIPUR, Touzi No. 146, Re. Suv. No. 56, within the municipal limit of Madhyamgram Municipality, in **Ward No. 8(New)**, under **Holding No. 12 of Sreenagar 1 No. Road**,

under P.S. - Barasat now Madhyamgram, A.D.S.R.O. - Barasat, District- North 24 Parganas, TOGETHERWITH all types of easement rights alongwith all right, title and interest annexed thereto, and seized and possessed over the same peacefully without any encumbrances.

AND

WHEREAS thus the aforesaid owner namely **SUBASH CHANDRA DUTTA** became the sole and absolute owner of **ALL THAT** piece and parcel of BASTU land measuring about **04 (Four) Cottah 05 (Five) Chittak 08(Eight) Sq.Ft.** more or less, togetherwith a two storied building i.e. (900 Sq.Ft. on the Ground Floor and 700 Sq.Ft. on the First Floor) total measuring about 1600 Sq.FT. be the sme and little more or less, comprised in R.S. Dag No. 532 corresponding to L.R. Dag No. 830, under R.S. Khatian No. 166 corresponding to **L.R. Khatian No. 1975**, lying and situated at J.L. No. 52, Mouza - HUMAIPUR, Touzi No. 146, Re. Suv. 164, within the municipal limit of Madhyamgram Municipality, in Ward No. 8, under **Holding No. 11 of Sreenagar Gate No. 1**, under P.S.- Barasat at present Madhyamgram, A.D.S.R.O. - Barasat, District- North 24 Parganas, TOGETHERWITH all types of easement rights alongwith all right, title and interest annexed thereto and seized and possessed over the same peacefully without any encumbrances.

AND WHEREAS while in peaceful possession in the aforesaid landed property said **SUBASH CHANDRA DUTTA** recorded its name in the office of B.L. & L.R.O. in **L.R. Dag No. 830** under **L.R. Khatian No. 7210** (in

the name of **SUBASH CHANDRA DUTTA**) & L.R. Khatian No. 5440 (in the name of **SUBASH CHANDRA DUTTA**) and which is finally published accordingly and also mutated its name in the records of Madhyamgram Municipality in **Ward No. 8** under **Holding No. 11 of Sreenagar No. 1** and seized and possessed over the same peacefully without any encumbrances.

AND WHEREAS thus said **SUBASH CHANDRA DUTTA** became the owner of the aforesaid landed property and while in peaceful possession they demolished all the existing building/structure standing upon his landed property and duly vacated the schedule landed property and also amalgamated his two Holdings under Madhyamgram Municipality by executing a Deed of Amalgamation on 20-03-2023 registered in the office of A.D.S.R.O., Barasat, being No. 01641 for the year 2023, recorded in Book- I, Volume No. 1503-2023, Pages from 53178 to 53198 and duly recorded his name in the **Amalgamated Holding No. 11 of 1 No. Sreenagar, under Ward No. 8(New)**, within the local limits of Madhyamgram Municipality which is free from all encumbrances and seized and possessed over the same, which is free from all encumbrances.

AND WHEREAS thus the present land owner became the sole and absolute owner of **ALL THAT** piece and parcel of BASTU land measuring about **8 (Eight) Cottah 12 (Twelve) Chittak 36 (Thirty Six) Sq.Ft.** in real physical measurement **8 (Eight) Cottah 11 (Eleven) Chittak 20 (Twenty) Sq.Ft.**, more or less, with a concrete