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पश्चिम बंगाल WEST BENGAL

AA 301777

9-0-945357/19

Certified that this document is admitted for registration and the same shall be attached to the document as a part of the document.

[Signature]
Additional District Sub-Registrar
Bagnan, 24 Pgs. (2)

21 JUN 2019

DEVELOPMENT AGREEMENT

THIS AGREEMENT MADE THIS 21st DAY OF JUNE TWO THOUSAND NINETEEN;

BETWEEN

সূত্র নং- 108/1
তারিখ-
ঠিকানা-
জেলার-
লাইসেন্স নং-
কালিগুদাম

SANDIPAN BEKA
Advocate
Barrackpore Court

ডেপুটি ম্যাজিস্ট্রেট
স্বাক্ষরিত নাম-
টি.ডি.নং-
সংখ্যা-
ই.টি.ডি.নং-
সংখ্যা-
17 JUN 2019
320000



District Sub-Registrar
North, 24 Pgs. (N)

21 JUN 2019

SMT. MINAKSHI CHOUDHURY (PAN ACNPC7267J) Wife of Sri Tapan Choudhury by religion Hindu, by nationality- Indian, by occupation Housewife residing at, Choudhury Park, 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station-Belghoria, District North 24 Parganas, represented by her Constituted Attorney **SRI TAPAN CHOUDHURY (PAN ACQPC4492C)** Son of Late Gopal Krishna Choudhury by religion Hindu, by nationality- Indian, by occupation- Business, residing at Choudhury Park, 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station-Belghoria, District North 24 Parganas, by virtue of a registered General Power of Attorney dated 15.05.2019 registered before Additional District Sub Registrar at Belghoria, and recorded in Book no. IV Volume no. 1526-2019, Pages 2428 To 2441 Being no. 152600115 for the year 2019, hereinafter called and referred to as the "**OWNER**" (which expression shall unless excluded by or repugnant to the context or the subject be deemed to mean and include her respective heirs, successors, administrators, legal representatives and assigns) of the **FIRST PART**;

AND

NIRMAN PROPERTIES (PAN AAQFN4518A) a Partnership Firm having its office address 110/10 , Kumud Ghosal Road, Post Office Ariadaha, Kolkata-700057, Police Station Belghoria, District North 24 Parganas, having its Partners namely 1) **SRI BISWARUP CHAKRABORTY (PAN ACPPC8383D)** Son of Late Sunil Kumar Chakraborty, by religion-Hindu, by nationality-Indian, by occupation-Business, residing at 22/1, Mahadeb Ghosal Road, Post Office Ariadaha, Kolkata-700057, Police Station-Belghoria, District North 24 Parganas 2) **SMT. PUTUL PAUL (PAN AFQPP7342P)** Wife of Sri Tapan Kumar Paul, by religion-Hindu, by nationality-Indian, by occupation-Business, residing at Plot no. 3, premises no. 4, Feeder Road, Post Office and Police Station Belghoria, Kolkata-700056, District North 24 Parganas 3) **SRI ARUP CHAKRABORTY (PAN ACPPC8382C)** Son of Late Sunil Kumar Chakraborty, by religion-Hindu, by nationality-Indian, by occupation-Business, residing at 22/1, Mahadeb Ghosal Road, Post Office Ariadaha, Kolkata-700057, Police Station-Belghoria, District North 24 Parganas (4) **SRI SWARUP CHAKRABORTY (PAN ACPPC8384E)** Son of Late Sunil Kumar Chakraborty, by religion-Hindu, by nationality-Indian, by occupation-Business, residing at 22/1, Mahadeb Ghosal Road, Post Office Ariadaha, Kolkata-700057, Police Station-Belghoria, District North 24 Parganas, 5) **SRI MALAY NARAYAN ROY (PAN ACRPR4701J)** Son of Late Madan Gopal Roy, by nationality-Indian, by religion-Hindu, by occupation-Business, residing at 110/10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station-Belghoria, District North 24 Parganas 6) **SRI MAYUKH NARAYAN ROY (PAN AGWPR 8234M)** Son of Sri Malay Narayan Roy, by nationality-Indian, by religion-Hindu, by occupation-Business, residing at 110/10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station-Belghoria, District North 24 Parganas, hereinafter called and referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, successors, executors, administrators, representatives and assigns) of the **SECOND PART**;

The Firm **NIRMAN PROPERTIES** represented by its one Partner namely **SRI BISWARUP CHAKRABORTY (PAN ACPPC8383D)** Son of Late Sunil Kumar Chakraborty, by religion-Hindu, by nationality-Indian, by occupation-Business, residing at 22/1, Mahadeb Ghosal Road, Post Office Ariadaha, Kolkata-700057, Police Station-Belghoria, District North 24 Parganas, as per directions of its Partnership Deed dated 22.04.2019.

WHEREAS one Rakhai Das Kar was the sole and absolute owner of **ALL THAT** piece and parcel of Rent free Madhya Swatwiya land measuring about **.58 Satak** more or less comprised in



Addl. District Sub-Registrar
Belgoria, 24 Pgs. (N)

21 JUN 2019

C.S. Dag No. 5956/6160, under Khatian No 903/1, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza - Ariadaha-Kamarhati, Pargana Kolikata, under the jurisdiction of Sub Registry office at Cossipore Dum within the municipal limit of Kamarhati Municipality, Police Station- formerly Baranagar presently Belghoria, District 24 Parganas at present North 24 Parganas with other landed properties.

AND WHEREAS the said Rakhai Das Kar died intestate leaving behind his two sons namely Bhupati Lal Kar and Bharat Chandra Kar as his legal heirs and representatives.

AND WHEREAS after the demise of the said Rakhai Das Kar said Bhupati Lal Kar and Bharat Chandra Kar became the joint owners of the above mentioned property by inheritance and seized and possessed the above mentioned property well and sufficiently had been enjoying the same as absolute joint owners thereof.

AND WHEREAS the said Bhupati Lal Kar died intestate leaving him behind his widow Smt. Susama Bala Kar as his legal heir and representative and after demise of the said Bhupati Lal Kar said Bharat Chandra Kar and Smt. Susama Bala Kar became the joint owners of the above mentioned property and it is mentioned here that said Bharat Chandra Kar and Smt. Susama Bala Kar entitled undivided Eight Annas share each of the above mentioned property.

AND WHEREAS the said Bharat Chandra Kar and Smt. Susama Bala Kar sold and transferred their above mentioned total property to Smt. Biva Rani Choudhury on 27th day of September 1943 by a Deed of Conveyance and the said document was duly registered in the office of the Sub Registrar at Cossipore Dum Dum and entered in Book no. I, Volume no. 31, Pages 227 to 232, Being no. 2159, for the year 1943.

AND WHEREAS after purchasing the above mentioned property said Smt. Biva Rani Choudhury having mutated her name in the record of local Kamarhati Municipality and in the record of Government Serestha and seized and possessed the above mentioned property well and sufficiently and had been enjoying the same as an absolute owner thereof.

AND WHEREAS in the last Revisional Settlement the aforesaid land was recorded in R.S. Dag no. 5956/6160, under R.S. Khatian no. 903/1, at Mouza Ariadaha Kamarhati in the name of said Smt. Biva Rani Choudhury having right Rayat Dakhali Swatwa.

AND WHEREAS the said Smt. Biva Rani Choudhury as the settler signed and executed a registered Deed of family Settlement on 14th day of October 1988 in favour of her Daughter in Law Smt. Minakshi Choudhury wife of Sri Tapan Choudhury for ALL THAT piece and parcel of Rent free Rayat Dakhali Swatwa land measuring about 4 Cottahs 9 Chittacks more or less out of her total property comprised in R.S. Dag No. 5956/6160, under R.S. Khatian No 903/1, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza - Ariadaha-Kamarhati, Pargana Kolikata, under the jurisdiction of A.D.S.R. Cossipore Dum Dum, within the municipal limit of Kamarhati Municipality, under Ward no. 13, Holding no. 147, situated and lying at Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas and the said document was duly registered in the office of the Additional District Sub Registrar at Cossipore Dum Dum and entered in Book no. I, Volume no. 109, Pages 131 to 146, being no. 5294, for the year 1988.

AND WHEREAS the said Smt. Biva Rani Choudhury as the settler further signed and executed a registered Deed of family Settlement on 29th day of October 1988 in favour of her Grand Son Sri Parikshit Choudhury son of Sri Tapan Choudhury for ALL THAT piece and parcel of Rent free Rayat Dakhali Swatwa land measuring about 4 Cottahs 9 Chittacks more or less out of her total property comprised in R.S. Dag No. 5956/6160, under R.S. Khatian No 903/1, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza - Ariadaha-Kamarhati, Pargana Kolikata, under the jurisdiction of A.D.S.R. Cossipore Dum Dum, within the municipal limit of Kamarhati Municipality, under Ward no. 13, Holding no. 147, situated and lying Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas and the

said document was duly registered in the office of the Additional District Sub Registrar at Cossipore Dum Dum and entered in Book no. I, Volume no. 111, Pages 57 to 70, being no. 5380, for the year 1988.

AND WHEREAS the said Smt. Biva Rani Choudhury as the settler signed and executed a registered Deed of family Settlement on 7th day of November 1988 in favour of her Son Sri Tapan Choudhury Son of Late Gopal Krishna Choudhury for ALL THAT piece and parcel of Rent free Rayat Dakhali Swatwa land measuring about 5 Cottahs 8 Chittacks more or less comprised in R.S. Dag No. 5956/6160, under R.S. Khatian No 903/1, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza - Ariadaha-Kamarhati, Pargana Kolikata, under the jurisdiction of A.D.S.R. Cossipore Dum Dum, within the municipal limit of Kamarhati Municipality, under Ward no. 13, Holding no. 147, situated and lying Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas and the said document was duly registered in the office of the Additional District Sub Registrar at Cossipore Dum Dum and entered in Book no. I, Volume no. 113, Pages 47 to 62, being no. 5478, for the year 1988.

AND WHEREAS the said Biva Rani Choudhury died intestate on 3.12.1996 after demise of the said Biva Rani Choudhury, and as per directions of the above mentioned three nos. Deed of Family Settlement vide nos. 5294 of 1988, 5380 of 1988 and 5478 of 1988 said **Smt. Minakshi Choudhury** wife of Sri Tapan Choudhury become the sole and absolute owner of ALL THAT piece and parcel of Rent free Rayat Dakhali Swatwa land measuring about 4 Cottahs 9 Chittacks more or less comprised in R.S. Dag No. 5956/6160, under R.S. Khatian No 903/1, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza - Ariadaha-Kamarhati, Pargana Kolikata, under the jurisdiction of A.D.S.R. Cossipore Dum Dum, within the municipal limit of Kamarhati Municipality, under Ward no. 13, Holding no. 147, situated and lying Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas and **Sri Parikshit Choudhury** son of Sri Tapan Choudhury become the sole and absolute owner of ALL THAT piece and parcel of Rent free Rayat Dakhali Swatwa land measuring about 4 Cottahs 9 Chittacks more or less comprised in R.S. Dag No. 5956/6160, under R.S. Khatian No 903/1, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza - Ariadaha-Kamarhati, Pargana Kolikata, under the jurisdiction of A.D.S.R. Cossipore Dum Dum, within the municipal limit of Kamarhati Municipality, under Ward no. 13, Holding no. 147, situated and lying Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas and **Sri Tapan Choudhury** Son of Late Gopal Krishna Choudhury become the sole and absolute owner of ALL THAT piece and parcel of Rent free Rayat Dakhali Swatwa land measuring about 5 Cottahs 8 Chittacks more or less comprised in R.S. Dag No. 5956/6160, under R.S. Khatian No 903/1, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza - Ariadaha-Kamarhati, Pargana Kolikata, under the jurisdiction of A.D.S.R. Cossipore Dum Dum, within the municipal limit of Kamarhati Municipality, under Ward no. 13, Holding no. 147, situated and lying Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas .

AND WHEREAS after getting the above mentioned property said Smt. Minakshi Choudhury, Sri Parikshit Choudhury and Sri Tapan Choudhury having mutated their own names in the record of local Kamarhati Municipality and other authority and authorities and seized and possessed the above mentioned property well and sufficiently have been enjoying the same as absolute owners thereof.

AND WHEREAS one Ram Lal Bandyopadhyay and Moti Lal Bandyopadhyay of village Ariadaha were the joint owners of ALL THAT rent free Bramhottar Rayat Sthitiban land measuring about 2 acre 27 Satak more or less comprised in C S Dag No. 5961, under C S Khatian no. 868, J. L. No. 1, R. S. No. 12, Touzi No. 173, Mouza - Ariadaha-Kamarhati, within the municipal limit of Kamarhati Municipality, under the jurisdiction of Sub Registrar at Cossipore Dum

Dum, Police Station-formerly Baranagar presently Belghoria, District - 24 Parganas with other Landed properties.

AND WHEREAS the said Moti Lal Bandyopadhyay died intestate leaving behind his widow Thakur Rani Debya and only son Basanta Lal Bandyopadhyay @ Basanta Kumar Bandyopadhyay.

AND WHEREAS after demise of the said Moti Lal Bandyopadhyay, his undivided Eight Annas share of the aforesaid property devolved upon his only son said Basanta Lal Bandyopadhyay @ Basanta Kumar Bandyopadhyay as per provisions of Hindu Succession Act.

AND WHEREAS the said Ram Lal Bandyopadhyay sold and transferred his undivided Eight Annas share of the aforesaid property to the said Thakur Rani Debya on 30.08.1882 by a Sale Deed and the said document was duly registered in the office of the Sub Registrar at Cossipore and entered in Book no. 1, Volume no. 7, Pages 228 to 229, Being no. 762 for the year 1882.

AND WHEREAS after such purchase said Thakur Rani Debya became the owner of undivided Eight Annas share of the aforesaid property.

AND WHEREAS in the District Cadestral Settlement the aforesaid land was wrongly recorded in the name of the said Basanta Lal Bandyopadhyay @ Basanta Kumar Bandyopadhyay alone although he was the owner of undivided Eight Annas share of the said land and his mother Thaku Rani Debya was the owner of the remaining undivided Eight Annas share of the said land.

AND WHEREAS the said Basanta Lal Bandyopadhyay @ Basanta Kumar Bandyopadhyay and the said Thakur Rani Debya jointly sold and transferred the aforesaid property to Biva Rani Choudhury on 8.06.1943 by a Sale Deed and the said document was duly registered in the office of the Sub Registrar at Cossipore Dum Dum, and entered in Book no 1, Volume no. 20, Pages 247 to 252, Being no. 1136 for the year 1943.

AND WHEREAS after purchasing the above mentioned property said Biva Rani Choudhury having mutated her name in respect of the above mentioned property in the record of local Kamarhati Municipality and enjoying the said property free from all encumbrances, interference and disturbances of any other person or persons whatsoever and had been enjoying the same as absolute owner thereof.

AND WHEREAS in the last Revisional Settlement the aforesaid land was recorded as BASTU in R.S. Dag no. 5961 under R.S. Khatian no. 3965 of Mouza Ariadaha Kamarhati in the name of said Biva Rani Choudhury having right of Rayat Dakhali Swatwa.

AND WHEREAS the said Smt. Biva Rani Choudhury as the settler signed and executed a registered Deed of family Settlement on 14th day of October 1988 in favour of her daughter in law **Smt. Shubra Choudhury** Wife of Anjan Choudhury for ALL THAT piece and parcel of Rent free Rayat Dakhali Swatwa Bastu land measuring about 2 Cottahs 12 Chittacks more or less with structure out of her total property comprised in R.S. Dag No. 5961, under R.S. Khatian No 3965, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza - Ariadaha-Kamarhati, Pargana Kolikata, under the jurisdiction of A.D.S.R. Cossipore Dum Dum, within the municipal limit of Kamarhati Municipality, under Ward no. 13, Holding no. 147, situated and lying at Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas and the said document was duly registered in the office of the Additional District Sub Registrar at Cossipore Dum Dum and entered in Book no. 1, Volume no. 109, Pages 147 to 160, being no. 5295, for the year 1988.

AND WHEREAS the said Smt. Biva Rani Choudhury as the settler further signed and executed a registered Deed of family Settlement on 14th day of October 1988 in favour of her Grandson **Sri Prantar Choudhury** Son of Anjan Choudhury for ALL THAT piece and parcel of Rent free Rayat Dakhali Swatwa Bastu land measuring about 2 Cottahs 14 Chittacks more or less with structure out of her total property comprised in R.S. Dag No. 5961, under R.S. Khatian No 3965, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza - Ariadaha-Kamarhati, Pargana Kolikata, under the jurisdiction of A.D.S.R. Cossipore Dum Dum, within the municipal limit of Kamarhati Municipality, under Ward no. 13, Holding no. 147, situated and lying at Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas and the said document was duly registered in the office of the Additional District Sub Registrar at Cossipore Dum Dum and entered in Book no. 1, Volume no. 109, Pages 161 to 170, Being no. 5296, for the year 1988.

AND WHEREAS the said Smt. Biva Rani Choudhury as the settler further signed and executed a registered Deed of family Settlement on 29th day of October 1988 in favour of her son **Anjan Choudhury** Son of Late Gopal Krishna Choudhury for ALL THAT piece and parcel of Rent free Rayat Dakhali Swatwa Bastu land measuring about 2 Cottahs 12 Chittacks more or less with structure out of her total property comprised in R.S. Dag No. 5961, under R.S. Khatian No 3965, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza - Ariadaha-Kamarhati, Pargana Kolikata, under the jurisdiction of A.D.S.R. Cossipore Dum Dum, within the municipal limit of Kamarhati Municipality, under Ward no. 13, Holding no. 147, situated and lying at Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas and the said document was duly registered in the office of the Additional District Sub Registrar at Cossipore Dum Dum and entered in Book no. 1, Volume no. 110, Pages 493 to 508, being no. 5375, for the year 1988.

AND WHEREAS the said Smt. Biva Rani Choudhury as the settler further signed and executed a registered Deed of family Settlement on 29th day of October 1988 in favour of her Daughter in Law **Smt. Shubra Choudhury** Wife of Anjan Choudhury for ALL THAT piece and parcel of Rent free Rayat Dakhali Swatwa Bastu land measuring about 2 Cottahs 12 Chittacks more or less with structure out of her total property comprised in R.S. Dag No. 5961, under R.S. Khatian No 3965, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza - Ariadaha-Kamarhati, Pargana Kolikata, under the jurisdiction of A.D.S.R. Cossipore Dum Dum, within the municipal limit of Kamarhati Municipality, under Ward no. 13, Holding no. 147, situated and lying at Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas and the said document was duly registered in the office of the Additional District Sub Registrar at Cossipore Dum Dum and entered in Book no. 1, Volume no. 111, Pages 1 to 16, Being no. 5376, for the year 1988.

AND WHEREAS the said Biva Rani Choudhury died intestate on 3.12.1996 after demise of the said Biva Rani Choudhury, and as per directions of the above mentioned four nos. Deed of Family Settlement vide nos. 5295 of 1988, 5296 of 1988, 5375 of 1988 and 5376 of 1988 said **Smt. Shubra Choudhury** wife of Sri Anjan Choudhury became the sole and absolute owner ALL THAT piece and parcel of Rent free Rayat Dakhali Swatwa Bastu land measuring about 2 Cottahs 12 Chittacks more or less with structure comprised in R.S. Dag No. 5961, under R.S. Khatian No 3965, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza - Ariadaha-Kamarhati, Pargana Kolikata, under the jurisdiction of A.D.S.R. Cossipore Dum Dum, within the municipal limit of Kamarhati Municipality, under Ward no. 13, Holding no. 147, situated and lying at Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas and ALL THAT piece and parcel of Rent free Rayat Dakhali Swatwa Bastu land measuring about 2 Cottahs 12 Chittacks more or less with structure comprised in R.S. Dag No. 5961, under R.S. Khatian No 3965, J.L. No.1, R.S. No.12, Touzi No.

173 Mouza – Ariadaha-Kamarhati, Pargana Kolikata, under the jurisdiction of A.D.S.R. Cossipore Dum Dum, within the municipal limit of Kamarhati Municipality, under Ward no. 13, Holding no. 147, situated and lying at Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas and **Sri Prantar Choudhury** son of Sri Anjan Choudhury become the sole and absolute owner of ALL THAT piece and parcel of Rent free Rayat Dakhali Swatwa Bastu land measuring about 2 Cottahs 14 Chittacks more or less with structure comprised in R.S. Dag No. 5961, under R.S. Khatian No 3965, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza – Ariadaha-Kamarhati, Pargana Kolikata, under the jurisdiction of A.D.S.R. Cossipore Dum Dum, within the municipal limit of Kamarhati Municipality, under Ward no. 13, Holding no. 147, situated and lying at Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas and **Sri Anjan Choudhury** Son of Late Gopal Krishna Choudhury become the sole and absolute owner of ALL THAT piece and parcel of Rent free Rayat Dakhali Swatwa Bastu land measuring about 2 Cottahs 12 Chittacks more or less with structure comprised in R.S. Dag No. 5961, under R.S. Khatian No 3965, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza – Ariadaha-Kamarhati, Pargana Kolikata, under the jurisdiction of A.D.S.R. Cossipore Dum Dum, within the municipal limit of Kamarhati Municipality, under Ward no. 13, Holding no. 147, situated and lying at Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas.

AND WHEREAS after getting the above mentioned property said Smt. Shubra Choudhury, Sri Prantar Choudhury and Sri Anjan Choudhury having mutated their own names in the record of local Kamarhati Municipality and other authority and authorities and seized and possessed the above mentioned property well and sufficiently had been enjoying the same as absolute owners thereof.

AND WHEREAS the said Anjan Choudhury died intestate on 13.02.2014 leaving him behind his widow Smt. Shubra Choudhury and only son Sri Prantar Choudhury as his legal heirs and representatives and as per provisions of Hindu Succession Act 1956 after demise of the said Anjan Choudhury said Smt. Shubra Choudhury and Sri Prantar Choudhury became the joint owners of the property left by the said Late Anjan Choudhury by inheritance.

AND WHEREAS the said Shubra Choudhury died intestate on 12.01.2018 leaving him behind her only son Sri Prantar Choudhury as her only legal heir and representative and as per provisions of Hindu Succession Act 1956 after demise of the said Shubra Choudhury said Prantar Choudhury became the sole and absolute owner of the of the property left by the said Late Anjan Choudhury and Late Shubra Choudhury and he seized and possessed the seized and possessed the said properties well and sufficiently and has been enjoying the same as absolute owner thereof.

AND WHEREAS in the above event now the said Sri Prantar Choudhury is the sole and absolute owner of ALL THAT piece and parcel of Rent free Rayat Dakhali Swatwa Bastu land measuring about 11 Cottahs 2 Chittacks more or less with building standing thereon and all easement rights over the said property comprised in R.S. Dag No. 5961, under R.S. Khatian No 3965, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza – Ariadaha-Kamarhati, Pargana Kolikata, under the jurisdiction of A.D.S.R. Cossipore Dum Dum, at present Additional District Sub Registrar at Belghoria within the municipal limit of Kamarhati Municipality, under Ward no. 13 (old) 15 (new), Holding no. 147 (old) 555,557 and 562 (new), situated and lying at Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas and he seized and possessed the said property well and sufficiently and has been enjoying the same as absolute owner thereof.

AND WHEREAS the said Smt. Biva Rani Choudhury as the settler signed and executed a registered Deed of family Settlement on 30th day of January 1989 in favour of her three sons

namely Ranjan Choudhury, Anjan Choudhury and Tapan Choudhury, three daughter in law Smt. Smt. Anita Choudhury, Shubra Choudhury and Smt. Minakshi Choudhury, two Grandsons namely Sri Prantar Choudhury and Sri Parikshit Choudhury for ALL THAT piece and parcel of Rent free Rayat Dakhali Swatwa Bastu land measuring about 7 Cottahs 0 Chittacks more or less out of her total property comprised in R.S. Dag No. 5961, under R.S. Khatian No 3965, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza – Ariadaha-Kamarhati, Pargana Kolikata, under the jurisdiction of A.D.S.R. Cossipore Dum Dum, within the municipal limit of Kamarhati Municipality, under Ward no. 13, Holding no. 147, situated and lying Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas and the said document was duly registered in the office of the Additional District Sub Registrar at Cossipore Dum Dum and entered in Book no. I, Volume no. 8, Pages 447 to 464, being no. 389, for the year 1989.

AND WHEREAS the said Smt. Biva Rani Choudhury as the settler further signed and executed a registered Deed of family Settlement on 2nd day of February 1989 in favour of her three sons namely Ranjan Choudhury, Anjan Choudhury and Tapan Choudhury, three daughter in law Smt. Smt. Anita Choudhury, Shubra Choudhury and Smt. Minakshi Choudhury, two Grandsons namely Sri Prantar Choudhury and Sri Parikshit Choudhury for ALL THAT piece and parcel of Rent free Rayat Dakhali Swatwa Bastu land measuring about 7 Cottahs 0 Chittacks more or less out of her total property comprised in R.S. Dag No. 5961, under R.S. Khatian No 3965, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza – Ariadaha-Kamarhati, Pargana Kolikata, under the jurisdiction of A.D.S.R. Cossipore Dum Dum, within the municipal limit of Kamarhati Municipality, under Ward no. 13, Holding no. 147, situated and lying Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas and the said document was duly registered in the office of the Additional District Sub Registrar at Cossipore Dum Dum and entered in Book no. I, Volume no. 10, Pages 241 to 258, being no. 462, for the year 1989.

AND WHEREAS the said Smt. Biva Rani Choudhury as the settler signed and executed a registered Deed of family Settlement on 2nd day of February 1989 in favour of her three sons namely Ranjan Choudhury, Anjan Choudhury and Tapan Choudhury, three daughter in law Smt. Smt. Anita Choudhury, Shubra Choudhury and Smt. Minakshi Choudhury, two Grandsons namely Sri Prantar Choudhury and Sri Parikshit Choudhury for ALL THAT piece and parcel of Rent free Madhya Swatwiya land measuring about 3 Cottas 7 Chittacks more or less out of her total property comprised in of C.S. Dag No. 5956/6160, under Khatian No 903/1, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza – Ariadaha-Kamarhati, Pargana Kolikata, under the jurisdiction of Sub Registry office at Cossipore Dum Dum within the municipal limit of Kamarhati Municipality, situated and lying Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas, and the said document was duly registered in the office of the Additional District Sub Registrar at Cossipore Dum Dum and entered in Book no. I, Volume no. 10, Pages 259 to 276, being no. 463, for the year 1989.

AND WHEREAS the said Biva Rani Choudhury died intestate on 3.12.1996 after demise of the said Biva Rani Choudhury, and as per directions of the above mentioned three nos. Deed of Family Settlement vide nos. 389 of 1989, 462 of 1988, and 463 of 1988 said Ranjan Choudhury, Anjan Choudhury, Tapan Choudhury, Smt. Smt. Anita Choudhury, Shubra Choudhury, Smt. Minakshi Choudhury, Sri Prantar Choudhury and Sri Parikshit Choudhury became the absolute Joint owners of ALL THAT piece and parcel of Rent free Rayat Dakhali Swatwa Bastu land measuring about 7 Cottahs 0 Chittacks more or less comprised in R.S. Dag No. 5961, under R.S. Khatian No 3965, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza – Ariadaha-Kamarhati, Pargana Kolikata, under the jurisdiction of A.D.S.R. Cossipore Dum Dum, within the municipal limit of Kamarhati Municipality, under Ward no. 13, Holding no. 147, situated and lying Choudhury

Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas and ALL THAT piece and parcel of Rent free Rayat Dakhali Swatwa Bastu land measuring about 7 Cottahs 0 Chittacks more or less comprised in R.S. Dag No. 5961, under R.S. Khatian No 3965, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza - Ariadaha-Kamarhati, Pargana Kolikata, under the jurisdiction of A.D.S.R. Cossipore Dum Dum, within the municipal limit of Kamarhati Municipality, under Ward no. 13, Holding no. 147, situated and lying Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas and ALL THAT piece and parcel of Rent free Madhya Swatwiya land measuring about 3 Cottas 7 Chittacks more or less comprised in of C.S. Dag No. 5958/6160, under Khatian No 903/1, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza - Ariadaha-Kamarhati, Pargana Kolikata, under the jurisdiction of Sub Registry office at Cossipore Dum Dum within the municipal limit of Kamarhati Municipality, under Ward no. 13, Holding no. 147, situated and lying Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas.

AND WHEREAS after getting the above mentioned property said Ranjan Choudhury, Anjan Choudhury, Tapan Choudhury, Smt. Smt. Anita Choudhury, Shubra Choudhury, Smt. Minakshi Choudhury, Sri Prantar Choudhury and Sri Parikshit Choudhury having mutated their names in the record of local Kamarhati Municipality and other authority and authorities and seized and possessed the above mentioned property well and sufficiently had been enjoying the same as absolute joint owners thereof.

AND WHEREAS the said Ranjan Choudhury died intestate on 30.10.2002 leaving him behind his widow Smt. Anita Choudhury and only daughter Smt. Debahuti Bose as his legal heirs and representatives and as per provisions of Hindu Succession Act 1956 after demise of the said Ranjan Choudhury said Smt. Anita Choudhury and Smt. Debahuti Bose become the joint owners of the property left by the said Late Ranjan Choudhury by inheritance.

AND WHEREAS the said Anjan Choudhury died intestate on 13.02.2014 leaving him behind his widow Smt. Shubra Choudhury and only son Sri Prantar Choudhury as his legal heirs and representatives and as per provisions of Hindu Succession Act 1956 after demise of the said Anjan Choudhury said Smt. Shubra Choudhury and Sri Prantar Choudhury became the joint owners of the property left by the said Late Anjan Choudhury by inheritance.

AND WHEREAS the said Shubra Choudhury died intestate on 12.01.2018 leaving him behind her only son Sri Prantar Choudhury as her only legal heir and representative and as per provisions of Hindu Succession Act 1956 after demise of the said Shubra Choudhury said Prantar Choudhury became the sole and absolute owner of the of the property left by the said Late Shubra Choudhury.

AND WHEREAS in the above event said Tapan Choudhury, Smt. Smt. Anita Choudhury, Smt. Minakshi Choudhury, Sri Prantar Choudhury, Sri Parikshit Choudhury and Smt. Debahuti Bose are the absolute joint owners of ALL THAT piece and parcel of Rent free Rayat Dakhali Swatwa Bastu land measuring about 7 Cottahs 0 Chittacks more or less comprised in R.S. Dag No. 5961, under R.S. Khatian No 3965, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza - Ariadaha-Kamarhati, Pargana Kolikata, under the jurisdiction of A.D.S.R. Cossipore Dum Dum, within the municipal limit of Kamarhati Municipality, under Ward no. 13, Holding no. 147, situated and lying Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas and ALL THAT piece and parcel of Rent free Rayat Dakhali Swatwa Bastu land measuring about 7 Cottahs 0 Chittacks more or less comprised in R.S. Dag No. 5961, under R.S. Khatian No 3965, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza - Ariadaha-Kamarhati, Pargana Kolikata, under the jurisdiction of A.D.S.R. Cossipore Dum Dum, within the municipal limit of Kamarhati Municipality, under Ward no. 13, Holding no. 147, situated

and lying Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas and **ALL THAT** piece and parcel of Rent free Madhya Swatwiya land measuring about **3 Cottas 7 Chittacks** more or less comprised in of R.S. Dag No. 5956/6160, under Khatian No 903/1, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza – Ariadaha-Kamarhati, Pargana Kolkata, under the jurisdiction of Sub Registry office at Cossipore Dum Dum within the municipal limit of Kamarhati Municipality, under Ward no. 13, Holding no. 147, situated and lying Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas **totaling** the Land measuring about 17 Cottahs 7 Chittacks more or less comprised in R.S. Dag Nos. 5961 and 5956/6160, under R.S. Khatian Nos 3965 and 903/1, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza – Ariadaha-Kamarhati, Pargana Kolkata, under the jurisdiction of A.D.S.R. Cossipore Dum Dum, within the municipal limit of Kamarhati Municipality, under Ward no. 13, Holding no. 147, situated and lying under Ward no. 13, Holding no. 147, situated and lying Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas and they mutated their names in the record of local Kamarhati Municipality and seized and possessed the said property well and sufficiently and had been enjoying the same as absolute joint owners thereof.

AND WHEREAS the said Smt. Anita Choudhury and Smt. Debahuti Bose jointly sold and transferred their **ALL THAT** piece and parcel of Rent free Madhya Swatwiya undivided 2/8th share of land measuring about **4 Cottas 5 Chittacks 33.75 Sq.Ft.** more or less with R.T. Shed structure out of total area of Land measuring about 17 Cottahs 7 Chittacks more or less with structure standing thereon and all easement rights over the said property comprised in of R.S. Dag Nos. 5956/6160 and 5961, under Khatian No 903/1 and 3965, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza – Ariadaha-Kamarhati, Pargana Kolkata, at present under the jurisdiction of Additional District Sub Registrar at Belghoria within the municipal limit of Kamarhati Municipality, holding no. 147 (old) 565,566 and 567 under ward no. 13 (old) 15 (new), situated and lying at Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas to one (1) **SMT. DEBOLINA CHAKRABORTY** Wife of Sri Biswarup Chakraborty, by religion-Hindu, by nationality-Indian, by occupation-Business, residing 22/1, Mahadev Ghosal Road, Post Office Ariadaha, Kolkata-700057, Police Station Belghoria, North 24 Parganas (2) **SRI ABHISHEK KUMAR PAUL** Son of Sri Tapan Kumar Paul, by religion-Hindu, by nationality-Indian, by occupation-Business, at present residing at Plot no. 3, at premises no. 4, M.M. Feeder Road, Post Office and Police Station Belghoria, Kolkata-700056, District North 24 Parganas, on 15th day of May, 2019 by a Sale Deed and the said document was duly registered in the office of the Additional District Sub Registrar at Belghoria and recorded in Book no.1, Volume no. 1526-2019, Pages 67855 to 67884, Being no. 152602049 for the Year 2019.

AND WHEREAS after purchasing the above mentioned undivided property said **Smt. Debolina Chakraborty** and **Sri Abhishek Kumar Paul** having mutated their names in the record of local Kamarhati Municipality and seized and possessed the said property well and sufficiently and have been enjoying the same as absolute joint owners thereof.

AND WHEREAS in the above event now the said **Sri Tapan Choudhury** son of Late Gopal Krishna Choudhury is the sole and absolute owner of **ALL THAT** piece and parcel of land measuring about 5 Cottahs 8 Chittacks more or less with building standing thereon and all easement rights over the said property comprised in R.S. Dag No. 5956/6160, under R.S. Khatian No 903/1, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza – Ariadaha-Kamarhati, Pargana Kolkata, at present under the jurisdiction of Additional District Sub Registrar at Belghoria, within the

municipal limit of Kamarhati Municipality, under Ward no. 13 (old) 15 (new), Holding no. 147 (old) 429 (new), situated and lying at Choudhry Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas and the said **Smt. Minakshi Choudhury** Wife of Sri Tapan Choudhury is the sole and absolute owner of ALL THAT piece and parcel of land measuring about 4 Cottahs 9 Chittacks more or less with building standing thereon and all easement rights over the said property comprised in R.S. Dag No. 5956/6160, under R.S. Khatian No 903/1, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza - Ariadaha-Kamarhati, Pargana Kolikata, at present under the jurisdiction of Additional District Sub Registrar at Belghoria, within the municipal limit of Kamarhati Municipality, under Ward no. 13 (old) 15 (new), Holding no. 147 (old) 546 (new), situated and lying at Choudhry Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas and the said **Sri Parikshit Choudhury** Son of Sri Tapan Choudhury is the sole and absolute owner of ALL THAT piece and parcel of land measuring about 4 Cottahs 9 Chittacks more or less with building standing thereon and all easement rights over the said property comprised in R.S. Dag No. 5956/6160, under R.S. Khatian No 903/1, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza - Ariadaha-Kamarhati, Pargana Kolikata, at present under the jurisdiction of Additional District Sub Registrar at Belghoria, within the municipal limit of Kamarhati Municipality, under Ward no. 13 (old) 15 (new), Holding no. 147 (old) 549 (new), situated and lying at Choudhry Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas and the said **Sri Prantar Choudhury** Son of Late Anjan Choudhury is the sole and absolute owner of ALL THAT piece and parcel of Rent free Rayat Dakhali Swatwa Bastu land measuring about 11 Cottahs 2 Chittacks more or less with building standing thereon and all easement rights over the said property comprised in R.S. Dag No. 5961, under R.S. Khatian No 3965, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza - Ariadaha-Kamarhati, Pargana Kolikata, at present under the jurisdiction of Additional District Sub Registrar at Belghoria within the municipal limit of Kamarhati Municipality, under Ward no. 13 (old) 15 (new), Holding no. 147 (old) 555,557 and 562 (new), situated and lying at Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas and the said **Sri Tapan Choudhury, Smt. Minakshi Choudhury, Sri Parikshit Choudhury, Sri Prantar Choudhury, Smt. Debolina Chakraborty and Sri Abhishek Kumar Paul** are the absolute joint owners of ALL THAT piece and parcel of land measuring about 17 Cottahs 7 Chittacks more or less with structure standing thereon and all easement rights over the said property comprised in of R.S. Dag Nos. 5956/6160 and 5961, under Khatian Nos. 903/1 and 3965, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza - Ariadaha-Kamarhati, Pargana Kolikata, at present under the jurisdiction of Additional District Sub Registrar at Belghoria within the municipal limit of Kamarhati Municipality, holding no. 565,566 and 567 under ward no. 13 (old) 15 (new), situated and lying at Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas totaling the Land measuring about 43 Cottahs 3 Chittacks 0 Sq.Ft. more or less together with building standing thereon and all easement rights over the said property comprised in of R.S. Dag Nos. 5956/6160 and 5961, under R.S. Khatian Nos. 903/1 and 3965, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza - Ariadaha-Kamarhati, Pargana Kolikata, at present under the jurisdiction of Additional District Sub Registrar at Belghoria within the municipal limit of Kamarhati Municipality, holding nos. 429, 546, 549,555,557, 562, 565,566 and 567 under ward no. 13 (old) 15 (new), situated and lying at Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas, and they seized and possessed the said property well and sufficiently and have been enjoying the same as absolute joint owners thereof.

AND WHEREAS for some reasons and some other requirements said Smt. Minakshi Choudhury signed and executed a registered General Power of Attorney on 15.05.2019 in favour of **SRI TAPAN CHOUDHURY (PAN ACQPC4492C)** Son of Late Gopal Krishna Choudhury by religion Hindu, by nationality- Indian, by occupation- Business, residing at Choudhury Park, 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station-Belghoria, District North 24 Parganas, and the said document was duly registered in the office of the Additional District Sub Registrar at Belghoria, and recorded in Book no. I, Volume no. 1526-2019, Pages 2428 to 2441, Being no. 152600115 For the Year 2019.

AND WHEREAS due to commercially exploit of the aforesaid property said Smt. Minakshi Choudhury, the owner herein has decided to develop and / or promote her ALL THAT piece and parcel of land measuring about 4 Cottahs 9 Chittacks more or less with building standing thereon and all easement rights over the said property comprised in R.S. Dag No. 5956/6160, under R.S. Khatian No 903/1, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza – Ariadaha-Kamarhati, Pargana Kolikata, at present under the jurisdiction of Additional District Sub Registrar at Belghoria, within the municipal limit of Kamarhati Municipality, under Ward no. 13 (old) 15 (new), Holding no. 147 (old) 546 (new), situated and lying at Choudhry Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas and undivided 1/8th share of land measuring about 2 Cottahs 2 Chittacks 39.375 Sq.Ft more or less together with R.T. Shed structure standing thereon out of area of land measuring about 17 Cottahs 7 Chittacks more or less with structure standing thereon and all easement rights over the said property comprised in of R.S. Dag Nos. 5956/6160 and 5961, under Khatian Nos. 903/1 and 3965, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza – Ariadaha-Kamarhati, Pargana Kolikata, at present under the jurisdiction of Additional District Sub Registrar at Belghoria within the municipal limit of Kamarhati Municipality, holding no. 565,566 and 567 under ward no. 13 (old) 15 (new) , situated and lying at Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas out of total area of Land measuring about 43 Cottahs 3 Chittacks 0 Sq.Ft. more or less together with building standing thereon and all easement rights over the said property comprised in of R.S. Dag Nos. 5956/6160 and 5961, under R.S. Khatian Nos. 903/1 and 3965, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza – Ariadaha-Kamarhati, Pargana Kolikata, at present under the jurisdiction of Additional District Sub Registrar at Belghoria within the municipal limit of Kamarhati Municipality, holding nos. 429, 546, 549,555,557, 562, 565,566 and 567 under ward no. 13 (old) 15 (new) , situated and lying at Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas, by constructing a new multi storied building complex in the several blocks on the said property after demolishing the existing old building and after amalgamation of the above holdings and plot of Lands into single holding and single plot and according to the sanction building plan to be sanctioned by local Kamarhati Municipality.

AND WHEREAS the aforesaid owner herein has searched out experienced developer/ promoter to develop/ promote his said landed property by way of constructing a new multi storied building complex in the several blocks on the said property after demolishing the existing old building and structure and after amalgamation of the above holdings and plot of Lands into single holding and single plot and according to the sanction building plan to be sanctioned by local Kamarhati Municipality.

AND WHEREAS the said **NIRMAN PROPERTIES (PAN ADTFS8006J)** a Partnership Firm having its office address 110/10, Kumud Ghosal Road, Ariadaha, Kolkata – 700 057 having its Partners namely 1) **SRI BISWARUP CHAKRABORTY (PAN ACPPC8383D)** Son of Late Sunil Kumar Chakraborty, by religion-Hindu, by nationality-

Indian, by occupation-Business, residing at 22/1, Mahadeb Ghosal Road, Post Office Ariadaha, Kolkata-700057, Police Station-Belghoria, District North 24 Parganas 2) **SMT. PUTUL PAUL (PAN AFQPP7342P)** Wife of Sri Tapan Kumar Paul, by religion-Hindu, by nationality-Indian, by occupation-Business, residing at Plot no. 3, premises no. 4, Feeder Road, Post Office and Police Station Belghoria, Kolkata-700056, District North 24 Parganas 3) **SRI ARUP CHAKRABORTY (PAN ACPPC8382C)** Son of Late Sunil Kumar Chakraborty, by religion-Hindu, by nationality-Indian, by occupation-Business, residing at 22/1, Mahadeb Ghosal Road, Post Office Ariadaha, Kolkata-700057, Police Station-Belghoria, District North 24 Parganas 4) **SRI SWARUP CHAKRABORTY (PAN ACPPC8384E)** Son of Late Sunil Kumar Chakraborty, by religion-Hindu, by nationality-Indian, by occupation-Business, residing at 22/1, Mahadeb Ghosal Road, Post Office Ariadaha, Kolkata-700057, Police Station-Belghoria, District North 24 Parganas 5) **SRI MALAY NARAYAN ROY (PAN ACRPR4701J)** Son of Late Madan Gopal Roy, by nationality-Indian, by religion-Hindu, by occupation-Business, residing at 110/10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station-Belghoria, District North 24 Parganas 6) **SRI MAYUKH NARAYAN ROY (PAN AGWPR 8234M)** Son of Sri Malay Narayan Roy, by nationality-Indian, by religion-Hindu, by occupation-Business, residing at 110/10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station-Belghoria, District North 24 Parganas, the Developer/ Promoter herein hereby approached to the aforesaid owner herein for develop/ promote his said landed property more fully and particularly described in the First Schedule hereunder written by way of constructing a new multi storied building complex in several blocks thereon after demolishing the existing old building and after amalgamation of the above holdings and plots of Land into single holding and plot and according to the sanction building plan to be sanctioned by local Kamarhati Municipality.

AND WHEREAS according to proposal of the said Developer herein the owner herein gladly accept the such proposal of the said developer and agreed by following terms and conditions.

ARTICLE "I" DEFENITION

In the contract the following expression shall unless there the context otherwise requires have the meanings hereby respectively assigned to them :-

1. **OWNER** – namely **SMT. MINAKSHI CHOUDHURY** Wife of Sri Tapan Choudhury by religion Hindu, by nationality- Indian, by occupation- Housewife, residing at, Choudhury Park, 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station-Belghoria, District North 24 Parganas.
DEVELOPER :- **NIRMAN PROPERTIES (PAN ADTFS8006J)** a Partnership Firm having its office address 110/10, Kumud Ghosal Road, Ariadaha, Kolkata – 700 057 having its Partners namely 1) **SRI BISWARUP CHAKRABORTY (PAN ACPPC8383D)** Son of Late Sunil Kumar Chakraborty, by religion-Hindu, by nationality-Indian, by occupation-Business, residing at 22/1, Mahadeb Ghosal Road, Post Office Ariadaha, Kolkata-700057, Police Station-Belghoria, District North 24 Parganas 2) **SMT. PUTUL PAUL (PAN AFQPP7342P)** Wife of Sri Tapan Kumar Paul, by religion-Hindu, by nationality-Indian, by occupation-Business, residing at Plot no. 3, premises no. 4, Feeder Road, Post Office and Police Station Belghoria, Kolkata-700056, District North 24 Parganas 3) **SRI ARUP CHAKRABORTY (PAN ACPPC8382C)** Son of Late Sunil Kumar Chakraborty, by religion-Hindu, by nationality-Indian, by occupation-Business, residing at 22/1, Mahadeb Ghosal Road, Post Office Ariadaha, Kolkata-700057, Police Station-Belghoria, District North 24 Parganas 4) **SRI SWARUP CHAKRABORTY (PAN**

ACPPC8384E) Son of Late Sunil Kumar Chakraborty, by religion-Hindu, by nationality-Indian, by occupation-Business, residing at 22/1, Mahadeb Ghosal Road, Post Office Ariadaha, Kolkata-700057, Police Station-Belghoria, District North 24 Parganas, **5) SRI MALAY NARAYAN ROY (PAN ACRPR4701J)** Son of Late Madan Gopal Roy, by nationality-Indian, by religion-Hindu, by occupation-Business, residing at 110/10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station-Belghoria, District North 24 Parganas **6) SRI MAYUKH NARAYAN ROY (PAN AGWPR 8234M)** Son of Sri Malay Narayan Roy, by nationality-Indian, by religion-Hindu, by occupation-Business, residing at 110/10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station-Belghoria, District North 24 Parganas.

2. **SAID PROPERTY**- shall mean and include her ALL THAT piece and parcel of land measuring about 4 Cottahs 9 Chittacks more or less with building standing thereon and all easement rights over the said property comprised in R.S. Dag No. 5956/6160, under R.S. Khatian No 903/1, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza - Ariadaha-Kamarhati, Pargana Kolikata, at present under the jurisdiction of Additional District Sub Registrar at Belghoria, within the municipal limit of Kamarhati Municipality, under Ward no. 13 (old) 15 (new), Holding no. 147 (old) 546 (new), situated and lying at Choudhry Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas and undivided 1/8th share of land measuring about 2 Cottahs 2 Chittacks 39.375 Sq.Ft more or less together with R.T. Shed structure standing thereon out of area of land measuring about 17 Cottahs 7 Chittacks more or less with structure standing thereon and all easement rights over the said property comprised in of R.S. Dag Nos. 5956/6160 and 5961, under Khatian Nos. 903/1 and 3965, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza - Ariadaha-Kamarhati, Pargana Kolikata, at present under the jurisdiction of Additional District Sub Registrar at Belghoria within the municipal limit of Kamarhati Municipality, holding no. 565,566 and 567 under ward no. 13 (old) 15 (new), situated and lying at Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas out of total area of Land measuring about 43 Cottahs 3 Chittacks 0 Sq.Ft. more or less together with building standing thereon and all easement rights over the said property comprised in of R.S. Dag Nos. 5956/6160 and 5961, under R.S. Khatian Nos. 903/1 and 3965, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza - Ariadaha-Kamarhati, Pargana Kolikata, at present under the jurisdiction of Additional District Sub Registrar at Belghoria within the municipal limit of Kamarhati Municipality, holding nos. 429, 546, 549,555,557, 562, 565,566 and 567 under ward no. 13 (old) 15 (new), situated and lying at Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas, more fully and particularly described in the First Schedule hereunder written.
3. **BUILDING**- Shall mean the multi storied building complex consisting of several blocks presently intended to be constructed at Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station Belghoria, District North 24 Parganas.
4. **UNIT**-Shall mean the constructed area and / or spaces in the building and / or constructed area capable of being occupied and enjoyed independently.
5. **SUPER BUILT UP AREA**- shall mean in total covered area to comprised in the unit as certified by the Architect plus the proportionate share of the common area. Which is 20% of the total covered area.
6. **THE PLAN**- Should mean such plan prepared by the Architect for the construction of the Commercial cum Residential Complex, and as to be sanctioned by the authority of the Kamarhati Municipality and / or by such other authority or authorities empowered to sanction any building plan in accordance with law and / or any modified and / or revised plan.

7. **COMMON FACILITIES AND AMINITIES**- shall mean and include corridors, staircase, paths, passages, ways, common lavatories, Community Hall, Temple, gardening, underground water reservoir, overhead water tank, water pump and motor, ultimate roof and lift facilities of the building and other facilities which may be mutually agreed upon between the parties and as required for the purpose of establishment, location, enjoyment, provisions, maintenance and / or management of the commercial cum residential complex.

8. **TRANSFER**- shall mean as required under the Indian Registration Act. 1908 as well as described under the Transfer of Property Act 1882, for transfer of flats, commercial spaces, shops, garages etc. with undivided proportionate share of the land.

9. **BUYERS/ PURCHASERS**- shall mean the purchasers and / or purchase of any portion of the commercial and / or residential unit of the building complex as to be constructed according to the sanctioned plan of the Kamarhati Municipality, who will be the nominee or nominees of the developer.

10. **ENGINEER IN CHARGE**- mean the person who shall be engaged by the Developers for the purpose of the construction of the said multi storied building according to the sanction building plan at Choudhury Park at premises no. 10, Kumud Ghosal Road, Post Office Ariadaha, Kolkata-700057, Police Station Belghoria, District North 24 Parganas.

ARTICLE "II" DATE OF COMMENCEMENT

This Agreement shall have the effect on and from 21st day of June Two Thousand Nineteen.

ARTICLE "III" OWNERS REPRESENTATION

1. The owner herein seized and possessed of or otherwise well and sufficiently entitled to their his ALL THAT piece and parcel of land measuring about 4 Cottahs 9 Chittacks more or less with building standing thereon and all easement rights over the said property comprised in R.S. Dag No. 5956/6160, under R.S. Khatian No 903/1, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza – Ariadaha-Kamarhati, Pargana Kolikata, at present under the jurisdiction of Additional District Sub Registrar at Belghoria, within the municipal limit of Kamarhati Municipality, under Ward no. 13 (old) 15 (new), Holding no. 147 (old) 546 (new), situated and lying at Choudhry Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station-Belghoria, District North 24 Parganas, and undivided 1/8th share of land measuring about 2 Cottahs 2 Chittacks 39.375 Sq.Ft more or less together with R.T. Shed structure standing thereon out of area of land measuring about 17 Cottahs 7 Chittacks more or less with structure standing thereon and all easement rights over the said property comprised in of R.S. Dag Nos. 5956/6160 and 5961, under Khatian Nos. 903/1 and 3965, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza – Ariadaha-Kamarhati, Pargana Kolikata, at present under the jurisdiction of Additional District Sub Registrar at Belghoria within the municipal limit of Kamarhati Municipality, holding no. 565,566 and 567 under ward no. 13 (old) 15 (new) , situated and lying at Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas out of total area of **Land measuring about 43 Cottahs 3 Chittacks 0 Sq.Ft. more or less together with building standing thereon and all easement rights over the said property comprised in of R.S. Dag Nos. 5956/6160 and 5961, under R.S. Khatian Nos. 903/1 and 3965, J.L. No.1, R.S. No.12, Touzi No. 173 Mouza – Ariadaha-**

Kamarhati, Pargana Kolkata, at present under the jurisdiction of Additional District Sub Registrar at Belghoria within the municipal limit of Kamarhati Municipality, holding nos. 429, 546, 549,555,557, 562, 565,566 and 567 under ward no. 13 (old) 15 (new) , situated and lying at Choudhury Park at premises no. 10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station-Belghoria, District North 24 Parganas.

2. That the premises is free from all encumbrances and the owner has a clear and good marketable title in respect of the above mentioned property which is more fully and particularly described in the First Schedule hereunder written.

3. That the said landed property is free from all encumbrances, charges, liens, lispendences, attachments, trusts, acquisitions whatsoever or howsoever.

ARTICLE "IV" DEVELOPER'S REPRESENTATION

1. The Developer having been satisfied with the declaration hereinbefore as recorded in article-III above has agreed to undertake the work of development of the above mentioned property and construction of the commercial cum residential building complex and have also made arrangement of sufficient funds for carrying out the work of the development of the said premises and construction of the said commercial cum residential building complex on the basis of the owners assurance that there is no pending suit proceedings under Civil or Criminal or Revenue and / or any claim, demand and interest of any other individual, firm and / or company and the said premises is absolutely free from all encumbrances having clear and good marketable title therein.

2. The Developer herein shall carry out the work of development of the said premises and for construction of the said commercial cum residential building complex in accordance with the building plan duly sanctioned by the Kamarhati Municipality and / or by the competent authority or authorities to sanction the plan and / or on the basis of the modified plan and / or revised plan thereof.

3. That the land owner hereby grants exclusive right to the Developer to undertake the construction on the vacant land in accordance with the plan or plans as to be sanctioned by the Kamarhati Municipality and the revised plan if made thereafter.

4. That the building or any document in relation thereto as may be required for construction of the proposed commercial cum residential building complex shall be prepared and supplied by the land owners at the cost of the Developer provided all other additions, alterations and modifications in the plan and / or design documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer on behalf of the land owner at the developer's own cost and expenses.

5. The land owner hereby agree and undertake that he will deliver original Deeds and other documents relating to the aforesaid property to the Developer herein at the time of constructional period for inspection and production as when required in any Bank or Financial Institutions by the said owner will liable to show the title deeds and all other documents in original the intending purchaser or purchasers of the flats/ units/ spaces etc and after receiving the all documents from the owner the Developer handed over the all documents to the owners Association of the said complex .

6. The land owner and the developer shall be exclusively entitled to have their respective share of allocation in the said commercial cum residential building complex with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim and interest therein whatsoever of the others and the land owners

shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer allocation.

7. That in so far as necessary all dealings by the developer in respect of the said commercial cum residential building complex including agreement for sale or transfer concerning Developer's allocation shall be in the name of the land owners.

8. That the Developer shall at their own costs and expenses complete the said commercial cum residential building complex upon the said land in accordance with the amalgamation of the said property, sanctioned building plan as well as revised plan and conforming to such specifications as are mentioned in the Second Schedule hereunder written as well as per directions/ instructions of the Engineer in charge of the appropriate authority or authorities.

ARTICLE "V" OWNERS FURTHER REPRESENTATION

1. The owner hereby appoints the Developer as the Builder and / or Developer and / or Promoter for the purpose of developing the said premises and / or construction of the said commercial cum residential building complex as per the scheme of the development as herein agreed. The Developer hereby accepts and confirms this appointment.

2. The owner do hereby entrust the work of development of the said premises on the terms and conditions as contained in this agreement.

3. The Developer shall carry out the work of development in respect of the said premises

- a) By creating and / or constructing a commercial cum residential building complex or other structures in or upon the said premises at its own costs and expenses.
- b) By allotting the owners allocation to the owners as provided hereunder after completion of the same at the cost and expenses of the Developer.

4. The Owner herein must vacate House and/or property within December 2019 if not then the construction of the said project should be delayed. The Developer will give temporary accommodation to the said owner herein for a period of constructional work of the said new multi storied building complex, the temporary accommodation is fixed on the basis of owner's choice at 16, Kumud Ghosal Road, Ariadaha, Kolkata-700057 and the said owner provide electricity charges from his expenses.

ARTICLE "VI" OWNER'S ALLOCATION

1. **One Flat measuring 1500Sft. Covered area with proportionate area of stair case , lobbies , passages , Common rooms and other common area in the first floor.**

2. **One Car parking space measuring 225Sft Covered area with proportionate area of stair case , lobbies , passages , Common rooms and other common area in the Ground floor.**

3. **The owner will get Rs. 91,38,150/- (Ninety One Lakhs Thirty Eight Thousands One Hundred Fifty) only from the Developer by different instalments after deducting TDS as per Govt. of India Rules and Regulations. This is a Joint Venture programme and the owner will get the entire money in Exchange of their land value as per following Schedule.**