

DATED THE 15 TH DAY OF MARCH, 2018

DEVELOPMENT AGREEMENT BETWEEN

OWNER – M/S. JOYOTU LAND DEVELOPMENT PRIVATE
LIMITED

AND

DEVELOPER – M/S. USASHI REALSTATES PVT. LTD.

DRAFTED BY:

Mr. Kalipada Charan,

Advocate,

1171, Purna Srinivasa Road (Fakir Ghosh Place),

Sagarika Apartment, Flat No. 2, Dum Dum, Kolkata – 700 038.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2018, Page from 72155 to 72228

being No 160401579 for the year 2018.



Pradipta

Digitally signed by PRADIPTA KISHORE
GUHA

Date: 2018.04.26 15:54:43 +05:30

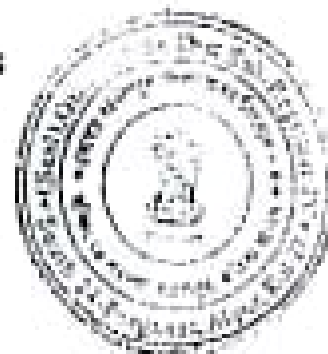
Reason: Digital Signing of Deed.

(Pradipta Kishore Guha) 26/04/2018 15:52:54

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS

West Bengal.



(This document is digitally signed.)

STAMP DUTY RECEIPT

Certified that required Stamp Duty payable for this document is Rs. 75,921/- and Stamp Duty paid by Stamp Rs. 100/-
by online = Rs 74,921/-

Description of Stamp

1. Stamp Type: Impressed, Serial no 83695, Amount: Rs. 100/-, Date of Purchase: 02/03/2018, Vendor name: Soumtra Chanda

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 15/03/2018 @ 11:33AM with Govt. Ref. No. 192917180195002101 on 15-03-2018, Amount Rs. 74,921/-, Bank
State Bank of India (SBIN0000001), Ref. No. IKDNDH82 on 15-03-2018, Head of Account 0030-02-103-803-02

Pradipta Kishore Guha
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Major Information of the Deed - I-1604-01579/2018-15/03/2018

Endorsement For Deed Number : I - 100401570 / 2018

Admission of Execution (Under Section 17, W.B. Registration Rules, 1907)
Admission of Execution (Under Section 17, W.B. Registration Rules, 1907)

Admissible under rule 21 of West Bengal Registration Rule, 1907 duly stamped under schedule 1A, Article number 45 (2) of Indian Stamp Act 1899

Admission of Execution (Under Section 17, W.B. Registration Rules, 1907)

Presented for registration at 11:45 hrs. on 15-03-2018, at the Office of the D.S.R. - IV SOUTH 24 PARGANAS by Smt SOUMEN MANA.

Admission of Execution (Under Section 17, W.B. Registration Rules, 1907)

Certified that the marked value of this property which is the subject matter of the deed has been assessed at Rs 18,62,17,920/-

Admission of Execution (Under Section 19, W.B. Registration Rules, 1907)

Execution is admitted on 15/03/2018 by 1. Smt NANDA GOPAL ADHIKARI, Son of Smt Nabadeb Adhikari, 71/1, Sahapur Main Road, P.O. Behala, Thana Behala, South 24 Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession Business, 2. Smt HEMANTA NANDI, Son of Late Bhudrey Nandi, 35/1, Panchanantola Lane, P.O. Behala, Thana Behala, South 24 Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession Business, 3. Smt SIKHA BERA, Daughter of Late Bichuram Bera, Village - Katarhal, P.O. Fatehpur, Thana Fata, South 24 Parganas, WEST BENGAL, India, PIN - 743503, by caste Hindu, by Profession House wife
Indebted by Smt BISWAJIT SARKAR, Son of Smt Balaram Sarkar, 143, Surya Sen Nagar, P.O. Motjheel, Thana Dum Dum, North 24 Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by profession Law Clerk

Admission of Execution (Under Section 58, W.B. Registration Rules, 1907) (Representative)

Execution is admitted on 15-03-2018 by Smt ALOK BURMAN, Director, JOYOTU LAND DEVELOPMENT PRIVATE LIMITED (Private Limited Company), 35/1, Panchanantola Lane, P.O. - Behala, P.S. - Behala District - South 24 Parganas, West Bengal, India, PIN - 700034

Indebted by Smt BISWAJIT SARKAR, Son of Smt Balaram Sarkar, 143, Surya Sen Nagar, P.O. Motjheel, Thana Dum Dum, North 24 Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by profession Law Clerk

Execution is admitted on 15-03-2018 by Smt SOUMEN MANA, Director, USASHI REALSTATES PRIVATE LIMITED (Private Limited Company), 19/1, Dakshindan Road, "Uma Abasan", First Floor, Flat No. E2/1, P.O. - Sreebrum, P.S. - Lake Town, District - North 24 Parganas, West Bengal, India, PIN - 700048

Indebted by Smt BISWAJIT SARKAR, Son of Smt Balaram Sarkar, 143, Surya Sen Nagar, P.O. Motjheel, Thana Dum Dum, North 24 Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 50,053/- (B = Rs 50,000/-, E = Rs 21/-, H = Rs 28/-, M.D) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 50,053/-


Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB. Online on 15/03/2018 9:33AM with Govt. Ref No. 192017180190002151 on 15-03-2018. Amount Rs. 50,053/-, Bank State Bank of India (SBIN0000001), Ref No. BK00NDRIH2 on 15-03-2018. Head of Account 0030-03-104-001-10

Major Information of the Deed - I - 1004 01570/2018-15-03-2018

Transfer of property for L5		
Sl.No	From	To, with area (Name-Area)
1	JOYOTU LAND DEVELOPMENT PRIVATE LIMITED	USASHI REALSTATES PRIVATE LIMITED 2.25 Dec
2	SRI NANDA GOPAL ADIKARI	USASHI REALSTATES PRIVATE LIMITED 2.25 Dec
3	SRI HE MANTA NANDI	USASHI REALSTATES PRIVATE LIMITED 2.25 Dec
4	SRI SIKHA DEBA	USASHI REALSTATES PRIVATE LIMITED 2.25 Dec
Transfer of property for L6		
Sl.No	From	To, with area (Name-Area)
1	JOYOTU LAND DEVELOPMENT PRIVATE LIMITED	USASHI REALSTATES PRIVATE LIMITED 2.75 Dec
2	SRI NANDA GOPAL ADIKARI	USASHI REALSTATES PRIVATE LIMITED 2.75 Dec
3	SRI HE MANTA NANDI	USASHI REALSTATES PRIVATE LIMITED 2.75 Dec
4	SRI SIKHA DEBA	USASHI REALSTATES PRIVATE LIMITED 2.75 Dec
Transfer of property for L7		
Sl.No	From	To, with area (Name-Area)
1	JOYOTU LAND DEVELOPMENT PRIVATE LIMITED	USASHI REALSTATES PRIVATE LIMITED 4 Dec
2	SRI NANDA GOPAL ADIKARI	USASHI REALSTATES PRIVATE LIMITED 4 Dec
3	SRI HE MANTA NANDI	USASHI REALSTATES PRIVATE LIMITED 4 Dec
4	SRI SIKHA DEBA	USASHI REALSTATES PRIVATE LIMITED 4 Dec
Transfer of property for L8		
Sl.No	From	To, with area (Name-Area)
1	JOYOTU LAND DEVELOPMENT PRIVATE LIMITED	USASHI REALSTATES PRIVATE LIMITED 6 Dec
2	SRI NANDA GOPAL ADIKARI	USASHI REALSTATES PRIVATE LIMITED 6 Dec
3	SRI HE MANTA NANDI	USASHI REALSTATES PRIVATE LIMITED 6 Dec
4	SRI SIKHA DEBA	USASHI REALSTATES PRIVATE LIMITED 6 Dec
Transfer of property for L9		
Sl.No	From	To, with area (Name-Area)
1	JOYOTU LAND DEVELOPMENT PRIVATE LIMITED	USASHI REALSTATES PRIVATE LIMITED 9 Dec
2	SRI NANDA GOPAL ADIKARI	USASHI REALSTATES PRIVATE LIMITED 9 Dec
3	SRI HE MANTA NANDI	USASHI REALSTATES PRIVATE LIMITED 9 Dec
4	SRI SIKHA DEBA	USASHI REALSTATES PRIVATE LIMITED 9 Dec

Map Information of the Deed : I-1004-01579/2018 15/03/2018

Identifier Details :

Name & address	
Smt BISHWANT SARKAR Son of Smt. Balaram Sarkar 143, Surya Sen Nagar, P.O - Mohanpur, P.S.- Dum Dum, District -North 24 Parganas, West Bengal, India, PIN - 700014, Sec: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of India, Identifier Of Smt NANDA GOPAL ADHIKARI, Smt HEMANTA NANDI, Smt SIKHA BERA, Smt ALOK BURMAN, Smt SOUMEN MANA	
	15/03/2018

Transfer of property for L1:

Sl.No	From	To, with area (Name-Area)
1	JOYOTU LAND DEVELOPMENT PRIVATE LIMITED	USASHI REALSTATES PRIVATE LIMITED-6.6 Dec
2	Smt NANDA GOPAL ADHIKARI	USASHI REALSTATES PRIVATE LIMITED-6.6 Dec
3	Smt HEMANTA NANDI	USASHI REALSTATES PRIVATE LIMITED-6.6 Dec
4	Smt SIKHA BERA	USASHI REALSTATES PRIVATE LIMITED-6.6 Dec

Transfer of property for L2:

Sl.No	From	To, with area (Name-Area)
1	JOYOTU LAND DEVELOPMENT PRIVATE LIMITED	USASHI REALSTATES PRIVATE LIMITED-11.25 Dec
2	Smt NANDA GOPAL ADHIKARI	USASHI REALSTATES PRIVATE LIMITED-11.25 Dec
3	Smt HEMANTA NANDI	USASHI REALSTATES PRIVATE LIMITED-11.25 Dec
4	Smt SIKHA BERA	USASHI REALSTATES PRIVATE LIMITED-11.25 Dec

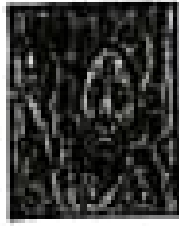


Transfer of property for L3:

Sl.No	From	To, with area (Name-Area)
1	JOYOTU LAND DEVELOPMENT PRIVATE LIMITED	USASHI REALSTATES PRIVATE LIMITED-21.875 Dec
2	Smt NANDA GOPAL ADHIKARI	USASHI REALSTATES PRIVATE LIMITED-21.875 Dec
3	Smt HEMANTA NANDI	USASHI REALSTATES PRIVATE LIMITED-21.875 Dec
4	Smt SIKHA BERA	USASHI REALSTATES PRIVATE LIMITED-21.875 Dec

Transfer of property for L4:

Sl.No	From	To, with area (Name-Area)
1	JOYOTU LAND DEVELOPMENT PRIVATE LIMITED	USASHI REALSTATES PRIVATE LIMITED-11.25 Dec
2	Smt NANDA GOPAL ADHIKARI	USASHI REALSTATES PRIVATE LIMITED-11.25 Dec
3	Smt HEMANTA NANDI	USASHI REALSTATES PRIVATE LIMITED-11.25 Dec
4	Smt SIKHA BERA	USASHI REALSTATES PRIVATE LIMITED-11.25 Dec

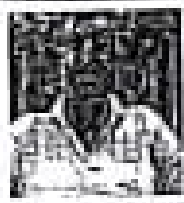


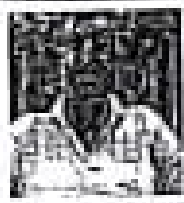


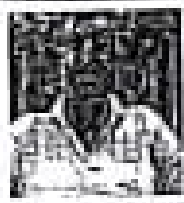


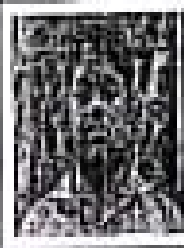


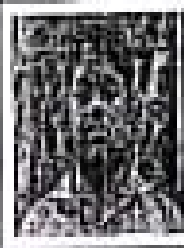


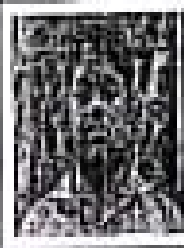


Major Information of the Deed - I-1004-015792018-15/03/2018

4	Smt SIKHA BERA Daughter of Late Bechuram Bera Executed by: Self, Date of Execution: 15/03/2018 , Admitted by: Self, Date of Admission: 15/03/2018 ,Place : Office			
Village - Katakhal,, P.O:- Fatchpur, P.S:- Falta, District:-South 24-Parganas, West Bengal, India, PIN - 743503 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: 8FPFB7731C, Status :Individual, Executed by: Self, Date of Execution: 15/03/2018 , Admitted by: Self, Date of Admission: 15/03/2018 ,Place : Office				

Developer Details :

Sl. No.	Name, Address, Photo, Finger print and Signature
1	USASHI REALSTATES PRIVATE LIMITED 504/1, Dakshindari Road, "Bima Abasan", First Floor, Flat No 12/1, P.O - Sreebhumi, P.S - Lake Town, District - North 24-Parganas, West Bengal, India, Pin - 700048 , PAN No : AAFCD0790C, Status :Organization, Executed by: Representative

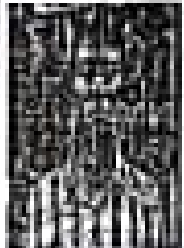


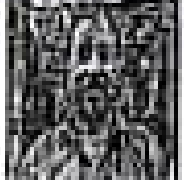


Representative Details :

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 ALOK BURMAN Son of Late Kalpada Burman Date of Execution - 15/03/2018, , Admitted by: Self, Date of Admission: 15/03/2018, Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td colspan="4"> 21/2D, Manoharpukur Road,, P.O - Saral Bose Road, P.S- Lake, District -South 24-Parganas, West Bengal, India, PIN - 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, , PAN No - AEFPB3121G Status : Representative, Representative of : JOYOTU LAND DEVELOPMENT PRIVATE LIMITED (as Director) </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Shri ALOK BURMAN Son of Late Kalpada Burman Date of Execution - 15/03/2018, , Admitted by: Self, Date of Admission: 15/03/2018, Place of Admission of Execution: Office				21/2D, Manoharpukur Road,, P.O - Saral Bose Road, P.S- Lake, District -South 24-Parganas, West Bengal, India, PIN - 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, , PAN No - AEFPB3121G Status : Representative, Representative of : JOYOTU LAND DEVELOPMENT PRIVATE LIMITED (as Director)			
Name	Photo	Finger Print	Signature										
Shri ALOK BURMAN Son of Late Kalpada Burman Date of Execution - 15/03/2018, , Admitted by: Self, Date of Admission: 15/03/2018, Place of Admission of Execution: Office													
21/2D, Manoharpukur Road,, P.O - Saral Bose Road, P.S- Lake, District -South 24-Parganas, West Bengal, India, PIN - 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, , PAN No - AEFPB3121G Status : Representative, Representative of : JOYOTU LAND DEVELOPMENT PRIVATE LIMITED (as Director)													
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Shri SOUMEN MANA (Presentant) Son of Shri Tapan Mana Date of Execution - 15/03/2018, , Admitted by: Self, Date of Admission: 15/03/2018, Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td colspan="4"> Village - Talbera Ghunghuni Patna,, P.O:- Lowada, P.S:- Debra, District -Paschim Midnapore, West Bengal, India, PIN - 721136, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of India, , PAN No.: CKAPMB206A Status : Representative, Representative of : USASHI REALSTATES PRIVATE LIMITED (as Director) </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Shri SOUMEN MANA (Presentant) Son of Shri Tapan Mana Date of Execution - 15/03/2018, , Admitted by: Self, Date of Admission: 15/03/2018, Place of Admission of Execution: Office				Village - Talbera Ghunghuni Patna,, P.O:- Lowada, P.S:- Debra, District -Paschim Midnapore, West Bengal, India, PIN - 721136, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of India, , PAN No.: CKAPMB206A Status : Representative, Representative of : USASHI REALSTATES PRIVATE LIMITED (as Director)			
Name	Photo	Finger Print	Signature										
Shri SOUMEN MANA (Presentant) Son of Shri Tapan Mana Date of Execution - 15/03/2018, , Admitted by: Self, Date of Admission: 15/03/2018, Place of Admission of Execution: Office													
Village - Talbera Ghunghuni Patna,, P.O:- Lowada, P.S:- Debra, District -Paschim Midnapore, West Bengal, India, PIN - 721136, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of India, , PAN No.: CKAPMB206A Status : Representative, Representative of : USASHI REALSTATES PRIVATE LIMITED (as Director)													

Major Information of the Deed :- I-1604-01579/2018-15/03/2018

LB	RS-668	RS-1670	Commercial	Basic	24 Dec	1/-	1,43,15,200/-	Width of Approach Road 30 Ft. Adjacent to Metal Road.
LB	RS-676	RS-1009	Commercial	Basic	26 Dec	1/-	2,17,72,800/-	Width of Approach Road 30 Ft. Adjacent to Metal Road.
		TOTAL :			307.9Dec	9/-	1882,17,920/-	
		Grand Total :			307.9Dec	9/-	1882,17,920/-	

Land Lord Details :

No.	Name	Address	Photo	Finger print	Signature
1	JOYOTU LAND DEVELOPMENT PRIVATE LIMITED 35/1, Panchanantala Lane, P.O.-Behala, P.S.-Behala, District-South 24-Parganas, West Bengal, India, PIN - 700034, PAN No.: AA5CJ40720, Status: Organization, Executed by: Representative, Executed by: Representative				
2	Shri NANDA GOPAL ADHIKARI Son of Shri Nabadip Adhikari Executed by: Self, Date of Execution: 15/03/2018 , Admitted by: Self, Date of Admission: 15/03/2018, Place : Office				
71/1, Sahapur Main Road,, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700036 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AXHPAS455H, Status :Individual, Executed by: Self, Date of Execution: 15/03/2018 , Admitted by: Self, Date of Admission: 15/03/2018, Place : Office					
3	Shri HEMANTA NANDI Son of Late Bhudev Nandi Executed by: Self, Date of Execution: 15/03/2018 , Admitted by: Self, Date of Admission: 15/03/2018, Place : Office				
35/1, Panchanantala Lane,, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700038 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFJPN2343F, Status :Individual, Executed by: Self, Date of Execution: 15/03/2018 , Admitted by: Self, Date of Admission: 15/03/2018, Place : Office					

Major Information of the Deed :- 1-1684-01575/2018-1503/2018

Major Information of the Deed

Deed No.	I-1604-01579/2018	Date of Registration	15/03/2018
Deed No. (Old)	1604-0000412803/2018	Office where deed is registered	
Deed Date	13/03/2018 11:47:54 AM	District	D S R. - IV SOUTH 24-PARGANAS, District South 24-Parganas
Applicant Name, Address & Other Details	Kalgoda Charan 1171, Purba Sirthee Road, Thana : Dum Dum, District : North 24-Parganas, WEST BENGAL, PIN - 700020, Mobile No - 9811263017, Status Advocate		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Transaction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2] [4311] Other than Immovable Property, Receipt [Rs : 50,00,000/-]		
Market Value	Rs. 18,62,17,000/-		
Registration Fee Paid	Rs. 50,053/- (Article E, E. B, M)(b), H)		
Remarks			

Land Details :

District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: AMGACHHIA, Mouza: Amgachhia

Sch. No.	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	Self Worth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-659	RS-442	Commercial	Commercial	26.4 Dec	1/-	1,59,00,720/-	Width of Approach Road 30 Ft., Adjacent to Metal Road.
L2	RS-655	RS-1071	Commercial	Commercial	45 Dec	1/-	2,72,10,000/-	Width of Approach Road 30 Ft., Adjacent to Metal Road.
L3	RS-665	RS-1071	Commercial	Shak	87.5 Dec	1/-	5,29,20,000/-	Width of Approach Road 30 Ft., Adjacent to Metal Road.
L4	RS-664	RS-395	Commercial	Commercial	45 Dec	1/-	2,72,10,000/-	Width of Approach Road 30 Ft., Adjacent to Metal Road.
L5	RS-600	RS-397	Commercial	Bastu	9 Dec	1/-	54,43,200/-	Width of Approach Road 30 Ft., Adjacent to Metal Road.
L6	RS-600	RS-397	Commercial	Shak	11 Dec	1/-	66,52,800/-	Width of Approach Road 30 Ft., Adjacent to Metal Road.
L7	RS-667	RS-378	Commercial	Bastu	24 Dec	1/-	1,45,15,200/-	Width of Approach Road 30 Ft., Adjacent to Metal Road.

Major Information of the Deed - I 1604-01579/2018-15/03/2018

Transfer of property for L8		
Sl.No	From	To, with area (Name-Area)
1	JOYOTU LAND DEVELOPMENT PRIVATE LIMITED	USASHI REALSTATES PRIVATE LIMITED-6 Dec
2	Sri NANDA GOPAL ADHIKARI	USASHI REALSTATES PRIVATE LIMITED-6 Dec
3	Sri HEMANTA NANDI	USASHI REALSTATES PRIVATE LIMITED-6 Dec
4	Sri SIKHA BERA	USASHI REALSTATES PRIVATE LIMITED-6 Dec
Transfer of property for L9		
Sl.No	From	To, with area (Name-Area)
1	JOYOTU LAND DEVELOPMENT PRIVATE LIMITED	USASHI REALSTATES PRIVATE LIMITED-9 Dec
2	Sri NANDA GOPAL ADHIKARI	USASHI REALSTATES PRIVATE LIMITED-9 Dec
3	Sri HEMANTA NANDI	USASHI REALSTATES PRIVATE LIMITED-9 Dec
4	Sri SIKHA BERA	USASHI REALSTATES PRIVATE LIMITED-9 Dec

Note:

1. If the given information are found incorrect, then the assessment made stands invalid
2. Query is valid for 30 days (i.e. upto 12/04/2018) for e-Payment. Assessed market value & Query is valid for 44 days (i.e. upto 26/04/2018) for registration.
3. Standard User charge of Rs. 240/- (Rupees Two hundred forty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable.
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-
5. e-Payment is compulsory if Stamp Duty payable is more than Rs. 10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017
6. Web based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 68 together with all particulars as required.
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situated in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLRO office.

2	Sri NANDA GOPAL ADHIKARI	USASHI REALSTATES PRIVATE LIMITED-11 25 Dec
3	Sri HEMANTA NANDI	USASHI REALSTATES PRIVATE LIMITED-11 25 Dec
4	Sri SIRHA BERA	USASHI REALSTATES PRIVATE LIMITED-11 25 Dec

Transfer of property for L3

Sl.No	From	To, with area (Name-Area)
1	JOYOTU LAND DEVELOPMENT PRIVATE LIMITED	USASHI REALSTATES PRIVATE LIMITED-21 875 Dec
2	Sri NANDA GOPAL ADHIKARI	USASHI REALSTATES PRIVATE LIMITED-21 875 Dec
3	Sri HEMANTA NANDI	USASHI REALSTATES PRIVATE LIMITED-21 875 Dec
4	Sri SIRHA BERA	USASHI REALSTATES PRIVATE LIMITED-21 875 Dec

Transfer of property for L4

Sl.No	From	To, with area (Name-Area)
1	JOYOTU LAND DEVELOPMENT PRIVATE LIMITED	USASHI REALSTATES PRIVATE LIMITED-11 25 Dec
2	Sri NANDA GOPAL ADHIKARI	USASHI REALSTATES PRIVATE LIMITED-11 25 Dec
3	Sri HEMANTA NANDI	USASHI REALSTATES PRIVATE LIMITED-11 25 Dec
4	Sri SIRHA BERA	USASHI REALSTATES PRIVATE LIMITED-11 25 Dec

Transfer of property for L5

Sl.No	From	To, with area (Name-Area)
1	JOYOTU LAND DEVELOPMENT PRIVATE LIMITED	USASHI REALSTATES PRIVATE LIMITED-2 25 Dec
2	Sri NANDA GOPAL ADHIKARI	USASHI REALSTATES PRIVATE LIMITED-2 25 Dec
3	Sri HEMANTA NANDI	USASHI REALSTATES PRIVATE LIMITED-2 25 Dec
4	Sri SIRHA BERA	USASHI REALSTATES PRIVATE LIMITED-2 25 Dec

Transfer of property for L6

Sl.No	From	To, with area (Name-Area)
1	JOYOTU LAND DEVELOPMENT PRIVATE LIMITED	USASHI REALSTATES PRIVATE LIMITED-0-2 75 Dec
2	Sri NANDA GOPAL ADHIKARI	USASHI REALSTATES PRIVATE LIMITED-2 75 Dec
3	Sri HEMANTA NANDI	USASHI REALSTATES PRIVATE LIMITED-2 75 Dec
4	Sri SIRHA BERA	USASHI REALSTATES PRIVATE LIMITED-2 75 Dec

Transfer of property for L7

Sl.No	From	To, with area (Name-Area)
1	JOYOTU LAND DEVELOPMENT PRIVATE LIMITED	USASHI REALSTATES PRIVATE LIMITED-6 Dec
2	Sri NANDA GOPAL ADHIKARI	USASHI REALSTATES PRIVATE LIMITED-6 Dec
3	Sri HEMANTA NANDI	USASHI REALSTATES PRIVATE LIMITED-6 Dec
4	Sri SIRHA BERA	USASHI REALSTATES PRIVATE LIMITED-6 Dec

Developer Details :

Sl No	Name & address	Status	Execution Admission Details
1	USASH REALSTATES PRIVATE LIMITED 534/1, Dakshinadri Road, "Dima Abasan" First Floor, Flat No E2/1, P O - Sreebhumi, P S - Lake Town, District -North 24-Parganas, West Bengal, India, PIN - 700048 PAN No. AAFCD0790C, Status - Organization, Executed by Representative	Organization	Executed by Representative

Representative Details :

Sl No	Name & Address	Representative of
1	Shri ALOK BURMAN Son of Late Kalpada Burman 21/2D, Monohargukur Road, P O - Sarat Bose Road, P S - Lake, District -South 24 Parganas, West Bengal, India, PIN - 700039 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No : AEFPR1121G	JOYOTU LAND DEVELOPMENT PRIVATE LIMITED (as Director)
2	Shri SOUMEN MANA Son of Shri Tapan Manu Village - Talbera Ghurghari Patna, P O - Lowada, P S - Debra, District -Paschim Medinipur, West Bengal, India, PIN - 721136 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of India, PAN No : CKAPM5296A	USASH REALSTATES PRIVATE LIMITED (as Director)

Identifier Details :

Name & address
Shri DEWAJIT SARKAR Son of Shri Balaram Sarkar 143, Surya Sen Nagar, P O - Motykeel, P S - Dum Dum, District -North 24 Parganas, West Bengal, India, PIN - 700074 Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of India, Identifier Of Shri NANDA GOPAL ADHIKARI, Shri HEMANTA NANDI, Shri SINDHA BERA, Shri ALOK BURMAN, Shri SOUMEN MANA
H

Transfer of property for L1

Sl.No	From	To, with area (Name-Area)
1	JOYOTU LAND DEVELOPMENT PRIVATE LIMITED	USASH REALSTATES PRIVATE LIMITED-06 Dec
2	Shri NANDA GOPAL ADHIKARI	USASH REALSTATES PRIVATE LIMITED-06 Dec
3	Shri HEMANTA NANDI	USASH REALSTATES PRIVATE LIMITED-06 Dec
4	Shri SINDHA BERA	USASH REALSTATES PRIVATE LIMITED-06 Dec

Transfer of property for L2

Sl.No	From	To, with area (Name-Area)
1	JOYOTU LAND DEVELOPMENT PRIVATE LIMITED	USASH REALSTATES PRIVATE LIMITED-11.25 Dec

L6	RS-660	RS-297	Commercial	Baru	11 Dec	10	68,52,800/-	Width of Approach Road 30 Ft. Adjacent to Metal Road
L7	RS-667	RS-378	Commercial	Baru	24 Dec	10	1,45,15,200/-	Width of Approach Road 30 Ft. Adjacent to Metal Road
L8	RS-668	RS-1070	Commercial	Baru	24 Dec	10	1,45,15,200/-	Width of Approach Road 30 Ft. Adjacent to Metal Road
L9	RS-670	RS-1000	Commercial	Baru	30 Dec	10	2,17,72,800/-	Width of Approach Road 30 Ft. Adjacent to Metal Road
					307.9Dec	S.I.	1862,17,900/-	
TOTAL:					307.9Dec	S.I.	1862,17,900/-	
Grand Total:					307.9Dec	S.I.	1862,17,900/-	

Land Lord Details :

Sl. No	Name & address	Status	Execution Admission Details :
1	JOYQIN LAND DEVELOPMENT PRIVATE LIMITED 30/1, Panchasantala Lane, P.O - Behala, P.S - Behala, District - South 24 Parganas, West Bengal, India, PIN - 700034 PAN No : AABG14972D, Status Organization, Executed by Representative	Organization	Executed by: Representative
2	Smt NANDA GOPAL ADHKARI Son of Smt. Nabadip Adhkan7171, Sahapur Main Road, P.O - Behala, P.S - Behala, District -South 24-Parganas, West Bengal, India, PIN - 700038 Sex: Male, By Caste Hindu, Occupation: Business, Citizen of India, PAN No - ABHP65455H, Status Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self
3	Smt HEMANTA NANDI Son of Late Bhader Nandi35/1, Panchasantala Lane, P.O - Behala, P.S - Behala, District -South 24 Parganas, West Bengal, India, PIN - 700038 Sex: Male, By Caste Hindu, Occupation: Business, Citizen of India, PAN No : ANJPH3340F, Status Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self
4	Smt SHRJA BEHA Daughter of Late Dechuram BaraVillage Khatkhali, P.O - Fatehpur, P.S - Palla, District -South 24-Parganas, West Bengal, India, PIN - 743503 Sex: Female, By Caste Hindu, Occupation: Housewife, Citizen of India, PAN No - 6FPP67731G, Status Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self



**Government of West Bengal
Directorate of Registration & Stamp Revenue**

e-Assessment Slip

Slip No / Year	1664-0000412803/2018	Office where deed will be registered
Slip Date	13/03/2018 11:47:54 AM	D S R - IV SOUTH 24-PARGANAS, District South 24-Parganas
Applicant Name, Address & Other Details	Kalyana Charan 1171, Purna Sathee Road, Thana Dum Dum, District North 24 Parganas, WEST BENGAL, PIN - 700030, Mobile No 9831763617, Status Advocate	
Transaction	Additional Transaction	
(D110) Sale, Development Agreement or Construction agreement	(H305) Other than Immovable Property, Declaration (No of Declaration: 2) (H311) Other than Immovable Property, Record (Rs. 50 00 000/-)	
Self Worth value	Market Value	
Rs. 0/-	Rs. 18,52,17,920/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 75,0271/- (Article 49(ii))	Rs. 58,653/- (Article E. E. U. MHA. II)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
		Rs. 100/-
Remarks		

Land Details :

District South 24 Parganas, P.S.- Bahmapur, Gram Panchayat AMGACHHA Mouza Amgachha

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	Self Worth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-651	RS-442	Commercial	Commercial	26.4 Dec	0/-	1,55,66,720/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road.
L2	RS-655	RS-1071	Commercial	Commercial	45 Dec	1/-	2,72,16,000/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road.
L3	RS-665	RS-1071	Commercial	Shak	87.5 Dec	0/-	5,29,70,000/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road.
L4	RS-654	RS-299	Commercial	Commercial	45 Dec	1/-	2,72,16,000/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road.
L5	RS-668	RS-297	Commercial	Barha	9 Dec	0/-	54,43,200/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road.

लायकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SOURIN MAHA

TAPAN MAHA


D/D/1991
Permanent Account Number



CRAPR23GA

Sourin Alpha



Sourin Maha


INDIAN DEMOCRATIC FRONT
 ELECTION COMMISSION OF INDIA
 COUNTY CARD

APPLICANT'S



District : (P) (P)
 Constituency : (P) (P)
 Name : (P) (P)
 Address : (P) (P)
 Sex / Age : (P) / (P)
 Date of Birth : (P) / (P) / (P)

Form ESI 2021

ARN0002548
 Date: 12/12/2021
 Address:
 2ND FLOOR, SANTAMBAI PALTA,
 SOUTH 24 PARGANAS DISTRICT

Date: 12/12/2021
 Signature of the Director,
 Registration Office for
 24 PARGANAS DISTRICT

This card is to be used for the purpose of registration of voters in the constituency mentioned above. It is to be used for the purpose of registration of voters in the constituency mentioned above. It is to be used for the purpose of registration of voters in the constituency mentioned above.

आयकर विभाग
INCOME TAX DEPARTMENT
CHENNAI BE PA

RECEIPT/AM BERA

18072017
Payment Account Number
8774877216

दिनांक १५/०७/२०१७
Signature



भारत सरकार
GOVT OF INDIA



दिनांक १५/०७/२०१७

आयकर विभाग
INCOME DEPARTMENT



भारत सरकार
GOVT. OF INDIA

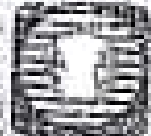
HEMANTA NANDI

HEMANTA NANDI

17/07/2011

Permanent Account Number

AFJPN2343F



Hemanta Nandi
Signature

Hemanta Nandi



Nanda gopal sharma



ALOK Pann



JOYOTU LAND DEVELOPMENT PVT. LTD.

AKK

[Signature]
Director



ভারত সরকার

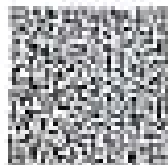
Government of India

স্মারকসংখ্যা/Document No. : 1008/050003/18747

To:
Suman Mondal
1980/1981
S/O, Suman Mondal
THE PUBLIC CHARITY TRUSTS ACT,
Sukanya Charitable Trusts
10/43A, Park Road, Malabar
West Bengal - 741002



81887648187
81825481



অপসংখ্যা সংখ্যা/Your No. :

5800 3264 4634

- সাধারণ মানুষের অধিকার -



ভারত সরকার

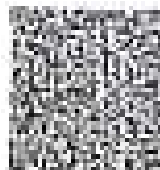
Government of India

স্মারকসংখ্যা
Suman Mondal
1980/1981
S/O, Suman Mondal



10/43A, Park Road
17th Floor

5800 3264 4634



- সাধারণ মানুষের অধিকার -

Suman Mondal



ভূমিকা

- অধার পরিচয়ের প্রমাণ, যাচাইকরণের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ ছাড়া পাঠ করা যাবে না।


INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- অধার সারা দেশে মানে।
- অধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা পরিচয় প্রমাণক হয়ে।

Aadhaar is valid throughout the country.

Aadhaar will be helpful in availing Government and Non-Government services in future.



সংসদীয় তথ্য ও জনসংযোগ বিভাগ

সংসদ ভবন, লোকসভা ভবন, পাটনা, উত্তরপ্রদেশ

ওয়েব : www.aadhaar.gov.in
 ইমেইল : aadhaar@nidm.gov.in
 ১৯৪ বিজয়পুর, পাটনা, উত্তরপ্রদেশ

Address: S/O Tapan Mondal,
 BALBERHA CHUNGKUMI
 PRIMA, Taberna Gangharan
 Patna, Patna Medicalpur,
 Lowada, West Bengal,
 721008

১৯৪ ৩২৬৪ ৪৬৩৪

Suman Mondal



Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

1579/18

GRN: 15-201718-019660216-1 Payment Mode: Online Payment
GRN Date: 15/03/2018 09:33:06 Bank: State Bank of India
BRN: 1K00ND1H02 BRN Date: 15/03/2018 09:33:38

DEPOSITOR'S DETAILS

Challan No. : 16040000412803/2/2018
(Query No/Query Year)

Name : KALIPADA CHARAN Mobile No. : +91 9831273617
Contact No. : E-mail : kpccharanadv@gmail.com
Address : 1171 Purba Sinthee Road KOLKATA - 700 031
Applicant Name : Mr Kalipada Charan
Office Name :
Office Address :
Status of Depositor : Advocate
Purpose of payment / Remarks : Sale, Development/ Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount (₹)
1	16040000412803/2/2018	Property Registration- Stamp duty	0033-03-103-083-02	24921
2	16040000412803/2/2018	Property Registration- Registration Fee	0033-03-104-001-18	5053
Total				124974

In Words : Rupees One Lakh Twenty Four Thousand Five Hundred Seventy Four only

SITE PLAN FOR SHOWING AT MOUNTA AMGACHHA, J.L. NO 93
R.S. NO 528, DAG NO 884, 880, 885, 887, 876(P) & 886(P), TOTAL AREA OF
LAND 307.8 DEC W/L P.S. BHIMPOUR, DISTRICT P.S.
UNDER AMGACHHA C.P., SCALE:-1"=50'-0"



NOTE PHASE-I
DAG NO 888, AREA-28.40 DECIMALS

NOTE PHASE-II
1. DAG NO 884, AREA 45.00 DEC
2. DAG NO 880, AREA 03.00 DEC
3. DAG NO 870, AREA 08 DEC
4. DAG NO 883, AREA 132.5 DEC
5. DAG NO 887, AREA 24.00 DEC
6. DAG NO 885, AREA 24.00 DEC
TOTAL AREA 281.5 DEC







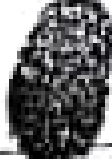


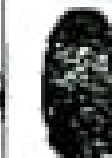





















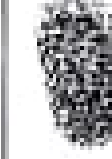
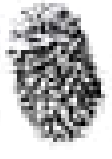


UGASHI REALSTATES PVT. LTD.
Srinivas Nanda
 Director

JOYTI LAND DEVELOPMENT PVT. LTD.
A.C.K. Paudyal
 Director
Nanda gyanendra
Nanda nanda
Prd 2073/2074

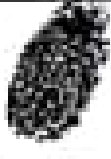




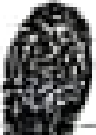



DEVELOPER SIGNATURE

OWNERS SIGNATURE

TEN FINGER PRINT

 <i>Alvin...</i> <i>Alvin...</i>					
	Little	Ring	Middle	Fore	Thumb
	Left Hand				
					
	Thumb	Fore	Middle	Ring	Little
	Right Hand				
 <i>Wanda...</i> <i>Wanda...</i>					
	Little	Ring	Middle	Fore	Thumb
	Left Hand				
					
	Thumb	Fore	Middle	Ring	Little
	Right Hand				
 <i>Hernandez...</i> <i>Hernandez...</i>					
	Little	Ring	Middle	Fore	Thumb
	Left Hand				
					
	Thumb	Fore	Middle	Ring	Little
	Right Hand				

TEN FINGER PRINT

 <p><i>For</i></p> <p><i>For LI 2431</i></p>					
	Little	Ring	Middle	Fore	Thumb
	Left Hand				
					
	Thumb	Fore	Middle	Ring	Little
	Right Hand				
 <p><i>Souman Manoj</i></p> <p><i>Souman Manoj</i></p>					
	Little		Middle	Fore	Thumb
	Left Hand				
					
	Thumb	Fore	Middle	Ring	Little
	Right Hand				
	Little	Ring	Middle	Fore	Thumb
	Left Hand				
	Thumb	Fore	Middle	Ring	Little
	Right Hand				

(2) By Cheque No. 000317 dated 16.12.2017, drawn on HDFC Bank, Lake Town Branch.	Rs. 50,000/-
(3) By Cheque No. 000318 dated 16.12.2017, drawn on HDFC Bank, Lake Town Branch.	Rs. 4,00,000/-
(4) By Manager's Cheque No. 015332 dated 13.03.2018, drawn on HDFC Bank, Lake Town Branch in favour of the Owner No. 3.1 herein namely M/s. Joyotu Land Development Private Limited.	Rs. 15,00,000/-
(5) By Manager's Cheque No. 015331 dated 13.03.2018, drawn on HDFC Bank, Lake Town Branch in favour of the Owner No. 3.2 herein namely Sri Nanda Gopal Adhikari.	Rs. 10,00,000/-
(6) By Manager's Cheque No. 015330 dated 13.03.2018, drawn on HDFC Bank, Lake Town Branch in favour of the Owner No. 3.3 herein namely Sri Hemanta Nandi.	Rs. 10,00,000/-
(7) By Manager's Cheque No. 015329 dated 13.03.2018, drawn on HDFC Bank, Lake Town Branch in favour of the Owner No. 3.4 herein namely Smt. Sikha Bera.	Rs. 10,00,000/-
Total :-	Rs. 50,00,000/-

(Rupees Fifty Lac Only)

WITNESSES :

1. Kalipada Charan
Advocate
2. Anilash Mandal.

JOYOTU LAND DEVELOPMENT PVT. LTD.

A/Ck
Nanda Gopal Adhikari
Hemanta Nandi
Smt. Sikha Bera

Signature of the Owners

Drafted by :-

Kalipada Charan
(Kalipada Charan),
Advocate,
Enl. No. WB/881/86,
1171, Furha Sathce Road,
(Fakir Ghosh Place),
Sagarika Apartment,
Flat No. 2, Dum Dum,
Kolkata - 700 030,
(Sealdah Court).

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

SIGNED, SEALED AND DELIVERED

by the Owners at Kolkata
in the presence of :-

1. Kalipada Chandra
Advocate

2. Binrajit Sarkar,
Law Clerk,
143, Surya Sen Nagar,
Kal-74

JOYDIP LAND DEVELOPMENT PVT. LTD.

Alok Ray
Director

Nandagopal Mukherjee
Herrault Nand.

For ১১৭৫৫১

Signature of the Owners

SIGNED, SEALED AND DELIVERED

by the Developer at Kolkata
in the presence of :-

1. Kalipada Chandra
Advocate

2. Pinderh Mondal
35/1, Panchananlalaha,
Kolkata-700034.

UBASHI REALSTATES PVT. LTD.

Soumen Mondal

Director

Signature of the Developer

RECEIPT

RECEIVED of and from the within named Developer the within mentioned sum of **Rs. 50,00,000/- (Rupees Fifty Lac)** only as a part payment of the total consideration money under this Development Agreement as per Memo of Consideration given hereunder :-

MEMO OF CONSIDERATION

(1) By Cheque No. 000316 dated 16.12.2017,
drawn on HDFC Bank, Lake Town Branch.

Rs. 50,000/-

- n) Isolators/ main switches will be provided as per requirement.
- e) One calling bell point & light point at main door of each flat.

SANITARY PLUMBING:

All supply lines inside the flat will be concealed with CPVC Pipes, fittings.

UPVC Pipe will be used for outer water lines.

Outside soil, waste and rainwater line will be of PVC Pipe.

1 No. basin will be fitted at the dining area.

Septic tank will be constructed as per requirement.

ROOF:

Proper chemical treatment will be done over the roof surface for waterproofing which will be covered by IPS. The roof will be guarded on all sides with 3'-6" high parapet wall.

MAIN GATE:

Main Gate constructed of Hollow M.S. Sections and painted with synthetic enamel paint will be provided at the front part of the boundary wall as per design given by Architect/Engineer in charge.

DOORS:

- 1) Main Entrance Door: Teak pasting flush door with 3 No. hinges, 1 No. tower bolt, wooden frame will be provided for main door.
- 2) Inside Doors: Flush door (31mm thick) with wooden primer paint and 1 nos. tower will be provided.
- 3) Toilet Doors: PVC Door with frame of standard make.

WINDOWS:

Sliding windows built of Anodized Rolled Aluminum Sections with Glass of 3mm thickness will be provided. Toilet windows will be provided with M.S. tophunged windows with glass & guard bar.

M.S. GRILLS:

Grills will be provided on all the windows and painted with synthetic enamel paint.

LIFT:

Manual passenger lift of reputed brand with well interior of 4 person capacity to be provided as per requirement.

26. **Execution and Delivery:**

PLASTERING:

20mm thick cement plaster (1:4) to external wall, 15 mm thick cement plaster (1:6) to internal wall and 10mm thick cement plaster (1:4) to ceiling, beam etc.

WALL FINISH & PAINTING:

External walls to be painted with weather coat paint. Inner walls including verandah shall be provided with POP in the wall and ceiling. The Staircase shall be provided with POP and finished with paint. Wall & Ceiling of car parking area will be finish white cement base paint.

FLOORING SKIRTING & DADO:

2X2 Vitrified Tiles will be Provided In Bed Rooms, Verandah, Drawing cum dining hall. Staircases service space will be provided with marble chowka. Covered car parking area will be provided with neat cement. The Toilet floors area to be water tight and to be provided with nonskid tiles of reputed make.

KITCHEN:

Kitchen will be provided with 20" wide Black Granite laying over black Stone as counter. There will be 2" high glazed tile dado of standard make above cooking counter. One steel sink together with a tap above the sink and tap below the sink will be provided. Flooring will be with 12"x12" nonskid tiles.

TOILETS:

1 No. European style commode with PVC cistern and plastic seat cover, Basin with pillar cock overhead shower, 1 No. 2 in 1 mixture, 1 No. Rib Cock near commode. All porcelain fittings will be of white in colour. Glass tiles of standard make will be provided up to up to Door Top.

STAIRCASE:

Staircase will be provided with windows for ventilation. Grill Stair railing will be provided as per design of Architect with handle. Lift Facn will be made of tiles.

ELECTRICALS:

- a) Separate meters for each flat (Flat owners will pay meter installation charges and other expenses)
- b) All electrical wiring will copper wiring and concealed in PVC conduits.
- c) All switches will be of semi modular type switches.
- d) Bed room: 2 lights point, 1 nos. 5 amp 5 pin plug points, 1 fan point.
- e) Drawing and dining Hall: 2 light points fans point, 2 nos 5 amp 5 pin plug points, 1 no. 15 amp plug, 1 no. cable point.
- f) Toilets: 1 nos. light points, 1 no. 15 amp 5 pin plug point, 1 no. exhaust fan point.
- g) Kitchen: 2 nos. light points, 2 no. 5 amp plug point, 1 no. 15 amp plug points.
- h) Verandah: 1 no. light point, 1 no. 5 amp plug point.
- i) Car parking Area- Adequate light point.
- j) Boundary wall: 1 no. light point at every 6m length of the Boundary wall.
- k) Roof: 4 nos. light points and 2 nos. 5 amp. Plug points will be provided.
- l) Conduit wirings with fireproof #levels/finalex) Wire of required diameter will be provided.
- m) M.C.B will be provided as per requirements.

Complex and further the Developer will pay the amount of Rs. 2,00,00,000/- (Rupees Two Crores) only as an refundable money to the Owners herein as follows :-

- (a) Rs. 5,00,000/- (Rupees Five Lac) only has already been paid at the time of execution of a Memorandum of Understanding dated 16th day of December, 2017 made between the Parties herein.
- (b) Rs. 45,00,000/- (Rupees Forty Five Lac) only at the time of execution and registration of this Development Agreement and Development Power of Attorney, whichever is later.
- (c) Rs. 1,00,00,000/- (Rupees One Crore) only will be paid at the time of commencement of foundation work of the Phase - I and after receipt of Demand Notice towards sanctioned of the building Plan in respect of Phase - II of the said proposed Housing Complex.
- (d) The balance amount of Rs. 50,00,000/- (Rupees Fifty Lac) only will be paid at the time of commencement of foundation work of the Phase - II of the said proposed Housing Complex.

**THE THIRD SCHEDULE ABOVE REFERRED TO
(THE DEVELOPER'S ALLOCATION)**

The Developer shall be fully and completely entitled to get the balance 70% share of the built up area of the said proposed Housing Complex in two Phases comprised of the said entire Property after allocating the Owners' areas as per Clause No. 7.1 stated above and other common areas comprising of the said Housing Complex and open spaces of the said entire Property (Developer's Allocation). It is clarified that the Developer's Allocation shall include proportionate undivided, impartible and indivisible share in the land, common areas, amenities and facilities made available in the said Housing Complex such as paths, passages, stairways, electric meter rooms, pump room, underground reservoir, over head water tanks, water pumps and motors, drainage connections, sewerage connections and other facilities to be required for establishment, enjoyment, maintenance and management of the said Housing Complex.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATION OF THE BUILDINGS COMPRISED IN THE HOUSING COMPLEX)**

The construction/development shall be carried out as per the following specification :-

BRICK WORK:

200 mm thick first class brick work in 1:6 cement sand mortar in external wall,
125 mm thick first class work in 1:4 cement sand mortar in flat partition wall and
75 mm thick first class brick work 1:4 cement sand mortar with H.B netting in internal walls.

THE FIRST SCHEDULE PART - IV ABOVE REFERRED TO
(THE SAID PHASE - II OR SECOND PHASE)

ALL THAT piece or parcel of the plots of bastu and sali land containing by estimation a total area of **281.50 Decimals** be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Tausi Nos. 85, 87 & 94, Pargana - Mogura, comprised in R. S. & L. R. Dag Nos. 665 (bastu land measuring an area of 45 Decimals for commercial use and sali land measuring an area of 87.50 Decimals), 664 (bastu land measuring an area of 45 Decimals for commercial use), 660 (bastu land measuring an area of 09 Decimals and sali land measuring an area of 11 Decimals), 667 (bastu land measuring an area of 24 Decimals), 668 (bastu land measuring an area of 24 Decimals) & 670 (bastu land measuring an area of 36 Decimals) appertaining to R. S. Khatian Nos. 442, 1071, 295, 297, 1070 & 1009 corresponding to L. R. Khatian Nos. 11056, 10670 & 10664 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet, Additional District Sub-Registration Office at Bishnupur in the District of South 24 Purganas and halted and bounded in the manner as follows:-

- ON THE NORTH** : By part of R. S. & L. R. Dag Nos. 664 and Canal;
ON THE SOUTH : By part of R. S. & L. R. Dag No. 670 & other Dags;
ON THE EAST : By part of R. S. & L. R. Dag Nos. 665, 667 & 668;
ON THE WEST : By 30' ft. wide common passage & other Dags.

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE OWNERS' ALLOCATION)

The Developer shall, at its own costs and expenses, construct, finish, complete and deliver to the Owners, undisputed possession of 30% share of the built up area which includes entire Third Floor, Two Flats being Nos. B & F having a built up area of 792 Sq.ft. each more or less on the Fourth Floor and six Car Parking Spaces being Nos. C7, C8, C9, C10, C11 & C12 on the Ground Floor as per drawing of the said proposed Housing Complex in Phase - I and it is further agreed by the Developer to allocate the 30% share of the built up area in Phase - II of the said Housing Complex to be constructed in accordance with the building Plan to be sanctioned from the Angachia Gram Panchayet and/or any other concerned authority or authorities and the said 30% share of the built up area in Phase - II will be demarcated and separated by the both Parties herein after receipt of the sanctioned building Plan in Phase - II in habitable condition (Owners' Allocation) which further includes other spaces or areas comprised of the said Housing Complex in two Phases. It is clarified that the Owners' Allocation shall include proportionate undivided, impartible and indivisible share in the land, common areas, amenities and facilities made available in the said Housing Complex in two Phases such as paths, passages, stairways, electric meter rooms, pump room, underground reservoir, over head water tanks, water pumps and motors, drainage connections, sewerage connections and other facilities to be required for establishment, enjoyment, maintenance and management of the said Housing

THE FIRST SCHEDULE PART - II ABOVE REFERRED TO
(THE SAID ENTIRE PROPERTY TO BE DEVELOPED)

ALL THAT piece or parcel of the plots of bastu and sali land containing by estimation a total area of 307.90 Decimals be the same a little more or less being the part or portion of the said Mother Land measuring an area of 352 Decimals including all easement rights and appurtenances thereto lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. & L. R. Dag Nos. 659 (bastu land measuring an area of 26.40 Decimals for commercial use), 665 (bastu land measuring an area of 45 Decimals for commercial use and sali land measuring an area of 87.50 Decimals), 664 (bastu land measuring an area of 45 Decimals for commercial use), 660 (bastu land measuring an area of 09 Decimals and sali land measuring an area of 11 Decimals out of 33 Decimals), 667 (bastu land measuring an area of 24 Decimals), 668 (bastu land measuring an area of 24 Decimals) & 670 (bastu land measuring an area of 36 Decimals) appertaining to R. S. Khatian Nos. 442, 1071, 295, 297, 378, 1070 & 1009 corresponding to L. R. Khatian Nos. 9378, 11058, 10670 & 10664 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet, Additional District Sub-Registration Office at Bishnupur in the District of South 24 Parganas and the said Entire Property is more clearly delineated with **RED** border line in the sketch Map or Plan annexed hereto and buttled and bounded in the manner as follows:-

- ON THE NORTH** : By part of R. S. & L. R. Dag Nos. 664 and Canal and 20' ft. wide common passage;
- ON THE SOUTH** : By part of R. S. & L. R. Dag Nos. 670, 659 & other Dags;
- ON THE EAST** : By part of R. S. & L. R. Dag Nos. 665, 667, 668 & 659;
- ON THE WEST** : By 30' ft. wide common passage & other Dags.

THE FIRST SCHEDULE PART - III ABOVE REFERRED TO
(THE SAID PHASE - I OR FIRST PHASE)

ALL THAT piece or parcel of a plot of bastu land containing by estimation an area of 26.40 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. & L. R. Dag No. 659 appertaining to R. S. Khatian No. 442 corresponding to L. R. Khatian No. 9378 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet, Additional District Sub-Registration Office at Bishnupur in the District of South 24 Parganas and buttled and bounded in the manner as follows:-

- ON THE NORTH** : By 20' ft. wide common passage;
- ON THE SOUTH** : By part of R. S. & L. R. Dag No. 659;
- ON THE EAST** : By part of R. S. & L. R. Dag No. 659;
- ON THE WEST** : By other Dags.

22. **Assignment:** The Developer shall have exclusive power to assign its every right, title and interest in respect of the said Property to be created under this Development Agreement to any Third Party on any terms, conditions and considerations without consent of the Owners herein.
23. **Arbitration:**
- 23.1. **Arbitral Tribunal:** Disputes arising out of this Agreement shall be referred to the sole arbitration of such person as be mutually decided [Sole Arbitrator] and failing such mutuality, to a Tribunal comprising of 3 (three) persons, 1 (one) appointed by the Owners, 1 (one) appointed by the Developer and the third by the first two appointees [collectively Arbitral Tribunal], being a reference within the meaning of the Arbitration And Conciliation Act, 1996.
- 23.2. **Mechanism and Procedure:** Language, procedure and type of award (speaking or non speaking) shall be decided by the Sole Arbitrator/Arbitral Tribunal. The venue shall be at Kolkata. The directions/award of the Sole Arbitrator/Arbitral Tribunal shall be final and binding on the Parties.
24. **Jurisdiction:**
- 24.1. **District Judge:** In connection with the aforesaid arbitration proceedings, only the District Judge having territorial jurisdiction over the said Property shall have the right to receive, entertain, try and determine all actions and proceedings.
25. **Name of the Housing Complex:**
- 25.1. The name of the said proposed Housing Complex will be christened by the Developer herein only at its sole discretion.

THE FIRST SCHEDULE PART - I ABOVE REFERRED TO
(THE SAID MOTHER LAND)

ALL THAT piece or parcel of the plots of bastu and sali land containing by estimation a total area of 352 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. & L. R. Dag Nos. 659 (bastu land measuring an area of 26.40 Decimals for commercial use and sali land measuring an area of 22.10 Decimals), 665 (bastu land measuring an area of 45 Decimals for commercial use and sali land measuring an area of 87.50 Decimals), 664 (bastu land measuring an area of 45 Decimals for commercial use), 660 (bastu land measuring an area of 69 Decimals and sali land measuring an area of 33 Decimals), 667 (bastu land measuring an area of 24 Decimals), 668 (bastu land measuring an area of 24 Decimals) & 670 (bastu land measuring an area of 36 Decimals) appertaining to R. S. Khatian Nos. 442, 1071, 295, 297, 378, 1070 & 1009 corresponding to L. R. Khatian Nos. 9378, 11056, 10670 & 10664 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayat, Additional District Sub-Registration Office at Bishnupur in the District of South 24 Parganas.

19.4. **Taxation:** The Owners shall not be liable for any Income Tax, Wealth Tax, Sales Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax, Sales Tax or any other taxes in respect of the Owners' Allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. But be it noted and cleared, that, as per prevailing law, the Owners are bound to pay the GST applicable, in respect of the Owners' Allocation just after execution of this Development Agreement to the Developer if the Owners next any delay for paying it to the Developer then the Owners will be completely liable for the interest, penalty or any further proceedings.

20. **Default:**

20.1. **Of Developer:** In the event of the Developer fails and/or neglects to perform any of its obligations under this Agreement, the Owners shall be entitled to all losses and damages suffered by the Owners for such non-performance of the Developer and for that the Developer will have to compensate all losses and damages to the Owners herein.

20.2. **Of Owners:** In the event of the Owners fail and/or neglect to perform any of their obligations under this Agreement, the Developer shall be entitled to all losses and damages suffered by the Developer for such non-performance of the Owners.

20.3. **Extra Floor/Construction :** If the Developer erects any extra Floor and/or construction on and upon the roof of the (G+IV) storied buildings in Phase- I and in Phase - II to be constructed in accordance with the building Plan to be sanctioned by the Amgachia Gram Panchayet and/or any other concerned authority or authorities then and on that event the Owners and the Developer both will be liable to bear all costs, charges and expenses of the Amgachia Gram Panchayet or any other authority proportionately at their ratio and to get the said extra storey or storeys at the said ratio that is 30% share of the Owners and 70% share of the Developer.

21. **Force Majeure:**

21.1. **Meaning of:** Force Majeure shall mean rain, flood, earthquake, riot, war, storm, tempest, civil commotion, strike, decision of authority and/or any other event beyond the control of the Parties (Force Majeure).

21.2. **No Liability:** The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of such obligation is prevented by the existence of Force Majeure and the performance of such obligation shall be suspended during the duration of Force Majeure.

- 16.5. **No Obstruction in Dealing with Owners' Allocation:** The Developer hereby agrees and covenants with the Owners not to do any act, deed or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Owners' Allocation.
17. **Owners' Indemnity:**
- 17.1. **Title:** The Owners shall always be responsible for giving good and marketable title to the Developer and the Transferees and the Owners do and each of them doth hereby indemnify and agree to keep indemnified the Developer and the Transferees in this regard.
- 17.2. **Developer's Allocation:** The Owners hereby undertake that the Developer shall always be entitled to the Developer's Allocation and shall enjoy the same without any interference or disturbances by the Owners and to this effect the Owners do and each of them doth hereby indemnify and agree to keep indemnified the Developer herein.
18. **Developer's Indemnity :**
- 18.1. **Third Party Claims :** The Developer hereby undertakes to keep the Owners indemnified against all Third Party claims and actions, suits, costs and proceedings arising out of any act of omission or commission on the part of the Developer in relation to the construction of the said Housing Complex and/or for any defect therein or development of the said entire Property.
19. **Miscellaneous:**
- 19.1. **No Partnership:** The Owners and the Developer have entered into this Agreement purely as a contract basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 19.2. **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the said Housing Complex by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owners. Further, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer provided that all such acts, deeds matters and things do not in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement.
- 19.3. **Further Acts:** The Parties will do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

- 15.4. **No Dealing with the Property** : Not to sell, let-out, grant lease, mortgage or otherwise and/or charge the said Property or any portions thereof without the consent in writing of the Developer.
- 15.5. **Fulfilling Obligations** : To sign and join all and every deeds, documents and papers which are required for the development of the said Property and/or sale of the Developer's Allocation.
- 15.6. **Marketable Title**: The Owners have a clear and marketable title to the said Property and every part thereof.
- 15.7. **Boundary Wall** :- Boundary wall will be erected or constructed by the Developer around the said entire Property alongwith an Iron Gate at its own cost.
- 15.8. **Conversion** :- Conversion of the nature and character of the said land into Batta for commercial use within the said Housing Complex in the record of rights of the concerned B.L. & L.R. Office and/or other appropriate authority will also be made by the Owners at their own costs, expenses and responsibility.
16. **Developer's Obligations:**
- 16.1. **Time of Completion**: The Developer hereby agrees and covenants with the Owners that subject to the Owners meeting all their obligations including those mentioned in the various sub-clauses of **Clause No. 16** above and subject further to Force Majeure (defined below) and reasons beyond the control of the Developer, the Developer shall construct, complete and finish the said proposed Housing Complex in **Phase - I** within **5 (five) years** from the date registration of this Development Agreement and the Development Power of Attorney and also completed the construction in **Phase - II** of the said Housing Complex within **5 (five) years** from the date of receipt of the sanctioned Building Plan from the **Amgachia Gram Panchayet** and/or any other concerned authority or authorities and/or after getting peaceful vacant possession of the said entire Property whichever is later with a maximum extension period of **6 (six) months (stipulated period)** only.
- 16.2. **Completion Certificate**: The Developer shall be liable to apply for and obtain Completion/Occupancy Certificate on completion of construction of the said Housing Complex, as he deemed expedient by the Developer. Be it also noted that, during taking the Completion/Occupancy Certificate if the **Amgachia Gram Panchayet** or any authority imposes any Additional Development Charge or other charge, then the Owners and the Developer both will pay it in their respective ratio.
- 16.3. **Possession Certificate** :- The Developer will be responsible to handover the Possession Certificate of the Owners' Allocation to the Owners herein simultaneously upon handing over the Owners' Allocation to the Owners herein.
- 16.4. **No Violation of Law**: The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the rules applicable to construction of the said Housing Complex.

- 14.1.7. **No Obstruction of Common Portions** : Neither the Owners nor the Transferees shall leave or keep any goods or other items for display or otherwise in the lobbies, staircases, corridors or at other places of common use and enjoyment in the said Housing Complex and no hindrance shall be caused in any manner in the free movement and use of the lobbies, staircase, corridors and other places for common use and enjoyment in the said Housing Complex.
- 14.1.8. **Cleanliness** : Neither the Owners nor the Transferees shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the said Housing Complex or in the compound, corridors or any other portion or portions of the said Housing Complex.
- 14.2. **Right of Entry** : For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lightening and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, the Owners and the Transferees shall permit the Developer/ Association, with or without workmen, at all reasonable time, to enter into and upon the Owners' Allocation and the Transferees Units and every part thereof.
- 14.3. **Sharing of Allocation** : As soon as the Building Plans of both Phases is sanctioned the Parties shall delineate and demarcate the respective shares on a photocopy of the sanctioned Plan. The Owner's Allocation shall be marked with **RED**, the Developer's Allocation shall be marked with **BLUE** and the Common Areas shall be marked with **GREEN**. Both the Parties shall sign and endorse the said demarcated photocopy of the Plans. The same procedure shall be followed for any amended or corrected Plans. Such Plan shall be an integral part of this Development Agreement and shall be conclusive proof of the respective allocations.
15. **Owners' Obligations** : The Owners do and each of them doth hereby covenant with the Developer as follows :-
- 15.1. **No Obstruction in Dealing with Developer's Allocation** : Not to do any act, deed or thing whereby the Developer may be prevented from selling and/or disposing of any part or portion of the Developer's Allocation.
- 15.2. **No Obstruction in Construction** : Not to cause any interference or hindrance in the construction of the said Housing Complex or any part thereof.
- 15.3. **No Alteration of Structure** : Not to demand or cause any alterations to be made in the sanctioned Plan and structure of any building. However, it is clarified that all costs and charges for any addition in the specifications made by the Developer at the request of the Owners shall be borne by the Owners.

14. **Common Restrictions :**

- 14.1. **Applicable to Both :** The Owners' Allocation and the Developer's Allocation in the said Housing Complex shall be subject to the same restrictions as are applicable to the Ownership building intended for common benefit of all occupiers of the said Housing Complex, which shall include the following :
- 14.1.1. **No Illegal Activity :** No Transferees/Co-Owners/Occupants of the said Housing Complex shall use or permit to be used their Units or any portion thereof for any commercial purpose or for carrying on any obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the said Housing Complex.
- 14.1.2. **No Demolition :** No Transferees/Co-Owners/Occupants of the said Housing Complex shall demolish or permit demolition of any wall or other structure in their respective Units or any portions, major or minor, without the written consent of the Developer and/or the Association.
- 14.1.3. **No Transfer Without Compliance :** Neither the Owners nor the Transferees shall transfer or permit transfer of their respective Units or any portions thereof unless all terms and conditions to be observed and/or performed and the proposed transferees give a written undertaking to the effect that such transferees shall remain bound by the terms and conditions of these presents and further that such transferees shall pay all and whatsoever shall be payable in relation to the concerned Unit or other spaces.
- 14.1.4. **Compliance with Rules :** The Owners and the Transferees shall abide by all laws, bye-laws, rules and regulations of the Government and local bodies and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.
- 14.1.5. **Interior Maintenance :** The Owners and the Transferees shall keep the interior walls, sewers, drains, pipes, other fittings and fixtures, appurtenances, floor and ceiling etc. in each of their respective Units/other spaces in good working condition and repair and in particular so as not to cause any damage to the said Housing Complex or any other space or accommodations therein and shall keep the other occupiers of the said Housing Complex indemnified from and against the consequences of any breach.
- 14.1.6. **Validity of Insurance :** Neither the Owners nor the Transferees shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the said Housing Complex or any part thereof and shall keep the other occupiers of the said Housing Complex harmless and indemnified from and against the consequences of any breach.

payment of Panchayat taxes and other outgoings as mentioned in **Clause No. 14.2** below shall commence.

- 13.2. **Possession Date and Rates** : On and from such date of taking physical possession or deemed possession as afore stated (**Possession Date**), the Owners shall be exclusively responsible for payment of all Panchayat rates and taxes and other outgoings and impositions whatsoever (**collectively rates**) payable in respect of the Owners' Allocation only provided however when such rates are applicable to the whole of the said entire Property/Housing Complex, the same shall be apportioned on pro-rata basis with reference to the total area of the said Housing Complex. The Transferees shall be responsible for payment of the rates in respect of the Developer's Allocation.
- 13.3. **Punctual Payment and Mutual Indemnity** : The Owners and the Transferees shall punctually and regularly pay the rates for their respective allocations to the concerned authorities and all parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other or others.
- 13.4. **Maintenance** : The Developer shall frame a scheme for the management and administration of the said Housing Complex. The Owners hereby agree to abide by all the rules and regulations to be framed by the Developer and the Transferees (**Association**), which shall be in charge of such management of the affairs of the said Housing Complex.
- 13.5. **Maintenance Charge** : For a period of 6 (**Six**) months from the possession date or till such time the Association is formed, whichever is earlier, the Developer shall manage and maintain the Common Portions of the said Housing Complex and forthwith on demand by the Developer, the Owners and/or transferees will be liable to pay to the Developer, the costs and service charges for such management and maintenance (**Maintenance Charge**). It is clarified that the Maintenance Charge shall include premium for the insurance of the said Housing Complex, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.
- 13.6. **Failure to pay Maintenance Charge** : If the Owners or any of the Transferees fail to pay the Maintenance Charge or any amount payable in respect of the Rates within 15 (**Fifteen**) days if demand in this behalf, the defaulter shall be liable to pay interest on the amount outstanding @ 1.50% (**one and half percent**) per month from the due date of payment till the payment is made and in addition, during the period of default, none of the common services shall be available to the defaulter.

the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owners. However, any transfer of any part of the Developer's Allocation shall be subject to the provisions of this Agreement and the Owners shall not in any way interfere with or disturb the sale/ transfer and quiet and peaceful possession of the Developer's Allocation but subject to provisions of **Clause No. 8.1** of this Agreement.

- 11.3. **Transfer of Developer's Allocation** : In consideration of the Developer constructing and handing over the Owners' Allocation to the Owners, the Owners shall execute the Deed or Deeds of Conveyance of the undivided share in the land in favour of the Transferees as be attributable to the Developer's Allocation in such parts as shall be required by the Developer. Such execution of Conveyances at the option of the Developer may be done by the Developer by exercising the powers and authorities granted under the Development Power of Attorney or by the Owners directly.
- 11.4. **Cost of Transfer** : The costs of such Conveyances including stamp duty and registration expenses and all other legal expenses shall be borne and paid by the Transferees.
- 11.5. **Common Documentation** : The Owners and the Developer shall adopt common format of documentation for transfer of the Units. The Common Portions, Common Restrictions and all other matters of common interest, shall be uniformly adopted in the documentation.
12. **Angachia Gram Panchayet Taxes and Outgoings** :
- 12.1. **Relating to Period prior to sanction of Plan** : All Panchayet rates, taxes and other outgoings of the land on which the **Phase - II** of the said proposed Housing Complex will be constructed relating to the period prior to sanction of plan shall be borne, paid and discharged by the Owners only and in this regards the Developer shall have no liabilities in any manner whatsoever.
- 12.2. **Relating to Period After Sanction of Plan** : As and from the date of sanction of the Plan, the Developer shall be liable for Panchayet rates, taxes and other outgoings in respect of the said entire Property or any part thereof till such time the possession of the Owners' Allocation is given to the Owners and possession of the Units are given to the Transferees, who shall, respectively, from the date of such possession, become liable and responsible for Panchayet rates and taxes and all other outgoings.
13. **Possession and Post Completion Maintenance** :
- 13.1. **Notice of Completion** : As soon as the said Housing Complex is completed (as certified by the Architect) the Developer shall give a written notice to the Owners requiring the Owners to take possession of the Owners' Allocation or part thereof and the Owners shall take possession within **30 (thirty) days** from the date of such notice, failing which it shall be deemed that the Owners have taken possession, whether or not the Owners take physical possession and all liabilities with regard to

authority. The Owners shall also pay the charges levied by the said concerned electricity authority after handing over the Owners' Allocation. Similarly, the Transferees and Owners shall bear proportionate costs and charges for generator, transformer, filter water plant etc. if required and which shall be paid to the Developer on demand.

10.5. **Building Materials** : The Developer shall be authorized in the name of the Owners to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the said Housing Complex but in no circumstances the Owners shall be responsible for their price/value, storage and quality.

10.6. **Temporary Connections** : The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity and drainage/sewage.

10.7. **Modification** : Any amendment or modification in the plan may be made or caused to be made by the Developer within the permissible limits of the Angachia Gram Panchayat and/or any other concerned Authority or Authorities' Rules provided however no alteration or modification shall be made in the Owners' Allocation without the consent of the Owners in writing.

10.8. **No Obstruction** : The Owners shall not do any act, deed or thing whereby the Developer is obstructed or prevented from constructing and completing the said proposed Housing Complex.

11. **Dealing with Units in the said Housing Complex** :

11.1. **Owners' Allocation** : Subject to the provisions of Clause No. 7.1 above, the Owners shall be exclusively entitled to the Owners' Allocation and shall be entitled to transfer or otherwise deal with the Owners' Allocation in any manner the Owners deem appropriate without any right, claim or interest therein whatsoever of the Developer and the Developer shall not in any way interfere with or disturb the sale/transfer and quiet and peaceful possession of the Owners' Allocation. It is however understood that the dealings of the Owners with regard to the Owners' Allocation shall not in any manner fasten or create any financial liabilities upon the Developer. However, any transfer of any part of the Owners' Allocation shall be subject to the provisions of this Agreement and the Developer shall not in any way interfere with or disturb the sale/transfer and quiet and peaceful possession of the Owners' Allocation but subject to provisions of Clause No. 7.1 of this Agreement.

11.2. **Developer's Allocation** : The Developer shall be exclusively entitled to the Developer's Allocation and shall be entitled to transfer or otherwise deal with the Developer's Allocation in any manner the Developer deems appropriate without any right, claim, or interest therein whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the sale/transfer and quiet and peaceful possession of the Developer's Allocation. It is however understood that the dealings of the Developer with regard to

the Amgachia Gram Panchayat and/or other authorities and construction of the said Housing Complex in two Phases, booking and sale of the Developer's Allocation and all matters ancillary thereto.

9.2. **Further Acts** : Notwithstanding grant of the aforesaid Development Power of Attorney, the Owners do and each of them doth hereby undertake that they will execute, as and when necessary, further powers and authorities and all papers, documents, plans etc. for the purpose of development of the said entire Property.

10. **Construction of the Housing Complex:**

10.1. **Construction of the Building** : The Developer shall, at its own costs and without creating any financial or other liability on the Owners, construct, erect and complete the said Housing Complex in two Phases in accordance with the sanctioned building Plan for Phase - I and another building Plan to be sanctioned for Phase - II and as per the agreed specifications particularly mentioned and described in the Fourth Schedule hereunder written and as may be recommended by the Architect from time to time. The decision of the Architect regarding the quality of materials and workmanship shall be final and binding on the Parties. All costs, charges and expenses including Architect's fees shall be discharged and paid by the Developer and the Owners will bear no responsibility in this context.

10.2. **Construction Time** : Subject to the Owners meeting all their obligations under this Agreement and force majeure, the Developer shall construct, complete and finish the said proposed Housing Complex in Phase - I within 5 (five) years from the date registration of this Development Agreement and the Development Power of Attorney and also completed the construction in Phase - II of the said Housing Complex within 5 (five) years from the date of receipt of the sanctioned Building Plan from the Amgachia Gram Panchayat and/or any other concerned authority or authorities and/or after getting peaceful vacant possession of the said entire Property whichever is later with a maximum extension period of 6 (six) months only.

10.3. **Sanctioned of the Building Plan in Phase - II** : The Owners herein do and each of them doth hereby undertake to submit the proposed building Plan in Phase - II and to obtain the same from the Amgachia Gram Panchayat and/or any other concerned authority or authorities at their own effort, cost and responsibility and the Owners further do hereby to receive the said sanctioned building Plan in Phase - II within 15 days from the date of receipt of the said Demand Notice.

10.4. **Utilities** : The Developer shall at its own cost, install and erect the said Housing Complex with pumps, overhead reservoirs, temporary electric connections until permanent electric connections are obtained and sewerage connections, the prospective Purchasers (collectively Transferees) of the apartments/spaces in the said Housing Complex shall pay the deposits and other charges levied by the concerned electricity

(c) **Rs. 1,00,00,000/- (Rupees One Crore)** only will be paid at the time of commencement of foundation work of the **Phase - I** and after receipt of Demand Notice towards sanctioned of the building Plan in respect of **Phase - II** of the said proposed Housing Complex.

(d) The balance amount of **Rs. 50,00,000/- (Rupees Fifty Lac)** only will be paid at the time of commencement of foundation work of the **Phase - II** of the said proposed Housing Complex.

7.2 Original Documents : All Original Title Deeds and other relevant documents in respect of the said entire Property shall be handed over by the Owners to the custody of the Developer at the time of execution of this Development Agreement and Development Power of Attorney who shall retain the same in part performance of this Development Agreement but the Developer shall not mortgage the said Original Title Deeds and other relevant documents of the said entire Property into any Bank and/or Financial Institution and/or any Person in any manner whatsoever and the said Developer will be bound to return the said Original Title Deeds and other relevant documents to the Owners herein on proper receipt when it is required by the Owners for their own respective share for any purpose.

8. Developer's Consideration :

8.1. Developer's Allocation : The Developer shall be fully and completely entitled to get the balance **70% share** of the built up area of the said proposed Housing Complex in two Phases comprised of the said entire Property after allocating the Owners' areas as per **Clause No. 7.1** stated above and other common areas comprising of the said Housing Complex and open spaces of the said entire Property (**Developer's Allocation**). It is clarified that the Developer's Allocation shall include proportionate undivided, impartible and indivisible share in the land, common areas, amenities and facilities made available in the said Housing Complex such as paths, passages, stairways, electric meter rooms, pump room, underground reservoir, over head water tanks, water pumps and motors, drainage connections, sewerage connections and other facilities to be required for establishment, enjoyment, maintenance and management of the said Housing Complex particularly mentioned and described in the **Third Schedule** hereunder written.

9. Powers and Authorities :

9.1. Development Power of Attorney: The Owners will be liable to grant to the Developer and/or its nominees a Development Power of Attorney for sanction of the Building Plan of **Phase - II/Additional/Revised/Modified Plan/application for Completion Certificate for Phase - I & Phase - II** from

and the Developer doth hereby accept such appointment. By virtue of such appointment, the Owners do and each of them doth hereby grant and assign, subject to what have been hereunder provided, exclusive right to the Developer to build upon and exploit commercially the said entire Property by constructing of the said Housing Complex in two Phases and dealing with the same after setting aside the Owners' Allocation (defined below).

6.2. **Commencement and Tenure** : Consequent to such appointment and acceptance of appointment, this Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till the development is completed in all respects and all obligations of the Parties towards each other stands fulfilled and performed.

7. **Owners' Consideration :**

7.1. **Owners' Allocation** : The Developer shall, at its own costs and expenses, construct, finish, complete and deliver to the Owners, undisputed possession of 30% share of the built up area which includes entire Third Floor, Two Flats being Nos. B & F having a built up area of 792 Sq.ft. each more or less on the Fourth Floor and six Car Parking Spaces being Nos. C7, C8, C9, C10, C11 & C12 on the Ground Floor as per drawing of the said proposed Housing Complex in Phase - I and it is further agreed by the Developer to allocate the 30% share of the built up area in Phase - II of the said Housing Complex to be constructed in accordance with the building Plan to be sanctioned from the Angachia Gram Panchayat and/or any other concerned authority or authorities and the said 30% share of the built up area in Phase - II will be demarcated and separated by the both Parties herein after receipt of the sanctioned building Plan in Phase - II in habitable condition (Owners' Allocation) which further includes other spaces or areas comprised of the said Housing Complex in two Phases. It is clarified that the Owners' Allocation shall include proportionate undivided, impartible and indivisible share in the land, common areas, amenities and facilities made available in the said Housing Complex in two Phases such as paths, passages, stairways, electric meter rooms, pump room, underground reservoir, overhead water tanks, water pumps and motors, drainage connections, sewerage connections and other facilities to be required for establishment, enjoyment, maintenance and management of the said Housing Complex and further the Developer will pay the amount of Rs. 2,00,00,000/- (Rupees Two Crores) only as an refundable money to the Owners herein as follows :-

- (a) Rs. 5,00,000/- (Rupees Five Lac) only has already been paid at the time of execution of a Memorandum of Understanding dated 16th day of December, 2017 made between the Parties herein.
- (b) Rs. 45,00,000/- (Rupees Forty Five Lac) only at the time of execution and registration of this Development Agreement and Development Power of Attorney, whichever is later.

- 5.3. **Background of the Developer** : The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
- 5.4. **Offer of Development** : The Owners herein jointly have approached the Developer and made the above representations and have requested the Developer to take up the development of the said entire Property.
- 5.5. **Reliance on Representations** : Relying on the representations of the Owners, the Developer herein has agreed to develop and commercially exploit the said entire Property by constructing the said proposed Housing Complex comprising of several buildings in two Phases being Phase - I and Phase - II consisting of different Flats/Units/Car Parking Spaces/Shops and/or other areas or spaces thereon together with various common service areas, amenities and facilities to be appended thereto the said Housing Complex particularly mentioned and described in the Fourth Schedule hereunder written and/or in accordance with the sanctioned building Plan vide No. 460/590/KMDA dated 05.05.17 for construction of the said (G+IV) storied ownership building thereon in Phase - I and the Phase - II also will be constructed in accordance with the building Plan to be sanctioned from the Amgachia Gram Panchayat and/or other concerned authority or authorities.
- 5.6. **Construction of Phase - I** : The Developer herein will be liable and responsible to construct the part or portion of the said proposed Housing Complex in Phase - I at its own costs and expenses on and upon the hasty land containing by estimation an area of 36.40 Decimals be the same a little more or less lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. & L. R. Dag No. 659 appertaining to L. R. Khatian No. 9378 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayat in the District of South 24 Parganas in accordance with the said sanctioned building Plan vide No. 460/590/KMDA dated 05.05.17.
- 5.7. **Construction of Phase - II** : The Developer herein will also be liable and responsible to construct the part or portion of the said proposed Housing Complex in Phase - II at its own costs and expenses on and upon the hasty and salt land containing by estimation an area of 281.50 Decimals be the same a little more or less lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. & L. R. Dag Nos. 665, 664, 660, 667, 668 & 670 appertaining to L. R. Khatian Nos. 11056, 10670 & 10664 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayat in the District of South 24 Parganas in accordance with the building Plan to be sanctioned from the Amgachia Gram Panchayat and/or other concerned authority or authorities.
6. **Appointment and Commencement** :
- 6.1. **Appointment and Acceptance** : The Owners do and each of them doth hereby appoint the Developer as the Developer of the said entire Property

measuring an area of 26.40 Decimals for commercial use), 665 (basta land measuring an area of 45 Decimals for commercial use and sali land measuring an area of 47.50 Decimals), 664 (basta land measuring an area of 45 Decimals for commercial use), 660 (basta land measuring an area of 09 Decimals and sali land measuring an area of 11 Decimals out of 33 Decimals), 667 (basta land measuring an area of 24 Decimals), 668 (basta land measuring an area of 24 Decimals) & 670 (basta land measuring an area of 36 Decimals) appertaining to R. S. Khatian Nos. 442, 1071, 295, 297, 378, 1070 & 1009 corresponding to L. R. Khatian Nos. 9378, 11056, 10670 & 10664 under the Police Station of Dishnupur within the limits of Angachia Gram Panchayat in the District of South 24 Parganas particularly mentioned and described in the **First Schedule Part - II** hereunder written and hereinafter called and referred to as the "**ENTIRE PROPERTY**" to be developed by two Phases being **Phase - I** and **Phase - II**.

- 5.1.2. **Absolute Entitlement** : In the manner stated above, the Owners herein have become the sole and absolute Owners to the extent of respective share each of the said entire Property. No person or persons other than the Owners herein have any right, title and/or interest of any nature whatsoever in the said entire Property or any part thereof.
- 5.1.3. **Non Encumbrances** : The right, title and interest of the Owners in the said entire Property is free from all encumbrances whatsoever and they have a good and marketable title thereto.
- 5.1.4. **No Requisition, Acquisition and Attachment** : The Owners confirm that the said entire Property or any part thereof is at present not affected by any requisition or acquisition or alignment of any authority or authorities under any law and no notice or intimation about any such proceedings have been received or come to the notice of the Owners and neither the said entire Property nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law or due to Income Tax, Revenue or any other Public Demand.
- 5.1.5. **No Litigation** : The Owners confirm that there are no suits and/or proceedings and/or litigations pending in respect of the said entire Property or any part thereof.
- 5.1.6. **Absolute Possession** : the said entire Property and every part thereof is fully under the possession of the Owners herein.
- 5.2. **Decision to Develop** : The Owners herein jointly have decided to develop the said entire Property and construction of a multi-storied Housing Complex by two Phases being **Phase - I** and **Phase - II** particularly mentioned and described in the **First Schedule Part - III & Part - IV** hereunder written comprising of several ownership buildings thereon together with various common service areas, amenities and facilities to be appended thereto the said proposed Housing Complex through the Developer herein.

measuring an area of 159 Decimals in the record of rights of the concerned B.L. & L.R. Office under L. R. Khatian No. 10664 upon payment of relevant Khajana thereof to the said concerned authority.

- (26) Thereafter the concerned Sub-Divisional Land & Land Reforms Officer, South 24 Parganas converted the nature of the land measuring an area of 138 Decimals comprised in R. S. & L. R. Dag Nos. 660 (land measuring an area of 99 Decimals), 665 (land measuring an area of 45 Decimals out of area of 99 Decimals), 666 (land measuring an area of 24 Decimals), 668 (land measuring an area of 24 Decimals) & 670 (land measuring an area of 36 Decimals) appertaining to L. R. Khatian No. 10664 from "Sali" land into "Bastu" land for commercial use out of the said total purchased land measuring an area of 159 Decimals vide Memo No. 57(C)/88/2628/P/14 dated 27.05.2015.

OWNERSHIP OF THE OWNERS HEREIN :-

By virtue of said purchase the Owners hereto the said M/s. Joyeta Land Development Private Limited, Sri Manda Gopal Adhikari, Sri Hemanta Ranti and Smt. Sikha Bera thus became the absolute owners to the extent of undivided respective share each and jointly seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece or parcel of the said plots of bastu and sali land containing by estimation a total area of 352 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. & L. R. Dag Nos. 659 (bastu land measuring an area of 26.40 Decimals for commercial use and sali land measuring an area of 22.10 Decimals), 665 (bastu land measuring an area of 45 Decimals for commercial use and sali land measuring an area of 87.50 Decimals), 664 (bastu land measuring an area of 45 Decimals for commercial use), 660 (bastu land measuring an area of 99 Decimals and sali land measuring an area of 33 Decimals), 667 (bastu land measuring an area of 24 Decimals), 668 (bastu land measuring an area of 24 Decimals) & 670 (bastu land measuring an area of 36 Decimals) appertaining to R. S. Khatian Nos. 442, 1071, 295, 297, 378, 1070 & 1009 corresponding to L. R. Khatian Nos. 9378, 11056, 10670 & 10664 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the District of South 24 Parganas particularly mentioned and described in the First Schedule Part - I hereunder written and hereinafter called and referred to as the "MOTHER LAND" free from all encumbrances, liens, incumbrances, charges, attachments, claims and demands in any manner whatsoever.

LAND TO BE DEVELOPED :-

ALL THAT piece or parcel of the plots of bastu and sali land containing by estimation a total area of 307.90 Decimals be the same a little more or less being the part or portion of the said Mother Land measuring an area of 352 Decimals including all easement rights and appurtenances thereto lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. & L. R. Dag Nos. 659 (bastu land

rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 665 appertaining to R. S. Khatian No. 1071 under the Police Station of Dishnupur within the limits of Angachia Gram Panchayet in the District of South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Gazi Sarwat Ali, son of Late Gazi Samad Ali of Village - Angachia, Police Station - Dishnupur, District - South 24 Parganas free from all encumbrances whatsoever and thereafter the said Gazi Sarwat Ali mutated his name in respect thereof the land measuring an area of 45 Decimals in the record of rights of the concerned B.L. & L.R. Office under L. R. Khatian No. P-1627 comprised in R. S. & L. R. Dag No. 665 upon payment of relevant khajanas thereof to the said concerned authority.

- [34] By virtue of a Deed of Kobala dated 3rd day of April, 2012, corresponding to 30th Chaitra, 1418 B.S. duly registered in the office of the Additional Registrar of Assurances - I at Kolkata in Book No. 1, CD Volume No. 7, Pages 1794 to 1809, Being No. 02966 for the year 2012, the said Gazi Sarwat Ali indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of soli land containing by estimation an area of 45 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. & L. R. Dag No. 665 appertaining to R. S. Khatian No. 1071 corresponding to L. R. Khatian No. P-1627 under the Police Station of Dishnupur within the limits of Angachia Gram Panchayet in the District of South 24 Parganas alongwith other landed properties at Mouza - Krishnarampur particularly mentioned and described in the Schedule thereunder written unto and in favour of the Owner No. 3.4, herein namely the said Smt. Sikha Bera free from all encumbrances whatsoever.
- [35] By virtue of the said four separate Deeds of Kobala the Owner No. 3.4 herein namely the said Smt. Sikha Bera thus became the absolute owner and seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece or parcel of the said plots of soli land, containing by estimation a total area of 159 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Khatian Nos. 665 & 488 comprised in R. S. & L. R. Dag Nos. 668 (land measuring an area of 24 Decimals), 665 (land measuring an area of 66 Decimals), 670 (land measuring an area of 36 Decimals), 667 (land measuring an area of 24 Decimals), 660 (land measuring an area of 09 Decimals) appertaining to R. S. Khatian Nos. 295, 297, 1071, 1070 & 1009 corresponding to L. R. Khatian No. 1297, P-1297, P-300 & P-1627 under the Police Station of Dishnupur within the limits of Angachia Gram Panchayet in the District of South 24 Parganas free from all encumbrances whatsoever and thereafter the said Smt. Sikha Bera mutated her name in respect thereof the said land

Deed of the Owner No. 34 herein namely the said Smt. Sikha Devi free from all encumbrances whatsoever.

- (30) One Upendranath Naskar was the absolute and recorded owner of ALL THAT piece or parcel of a plot of suli land containing by estimation an area of 45.50 Decimals be the same a little more or less out of 91 Decimals including all easement rights and appurtenances thereto lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 665 appertaining to R. S. Khatian No. 1071 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas free from all encumbrances whatsoever.
- (31) By virtue of a Deed of Kholala dated 9th day of April, 1976 duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Being No. 3416 for the year 1976, the said Upendranath Naskar indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of suli land containing by estimation an area of 45.50 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 665 appertaining to R. S. Khatian No. 1071 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Aasura Khatun Bibi free from all encumbrances whatsoever.
- (32) By virtue of a Deed of Gift duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Volume No. 70, Pages 185 to 187, Being No. 6434 for the year 1980, the said Aasura Khatun Bibi in consideration natural love and affection transferred, conveyed, assigned and assured ALL THAT piece or parcel of the said plot of suli land containing by estimation an area of 45.50 Decimals be the same a little more or less including all easement rights and appurtenances therein lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 665 appertaining to R. S. Khatian No. 1071 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Akbar Ali Gazi free from all encumbrances whatsoever.
- (33) By virtue of a Deed of Kholala dated 5th day of January, 1993 duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Volume No. 4, Pages 67 to 72, Being No. 52 for the year 1993, the said Akbar Ali Gazi indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of suli land containing by estimation an area of 45.50 Decimals be the same a little more or less including all easement

ALL THAT piece or parcel of a plot of sals land containing by estimation an area of 09 Decimals be the same a little more or less excepting the Northern portion measuring an area of 33 Decimals including all easement rights and appurtenances thereto lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in C. S. Khatian No. 488 corresponding to R. S. Dag No. 660 appertaining to R. S. Khatian No. 1009 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the District of South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of the said Musammad Mamuda Bibi free from all encumbrances whatsoever.

(28) By virtue of the said three separate Deeds of Kohala the said Musammad Mamuda Bibi thus became the absolute owner of ALL THAT piece or parcel of the said plots of sals land containing by estimation a total area of 93 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in C. S. Khatian Nos. 605 & 488 corresponding to R. S. Dag Nos. 670 (land measuring an area of 36 Decimals), 667 (land measuring an area of 48 Decimals) & 660 (land measuring an area of 09 Decimals) appertaining to R. S. Khatian Nos. 1070, 297 & 1009 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the District of South 24 Parganas free from all encumbrances whatsoever and thereafter the said Musammad Mamuda Bibi mutated her name in respect thereof the said land measuring an area of 93 Decimals alongwith other landed properties in the record of rights of the concerned B.L. & L.R. Office under L. R. Khatian No. P-300 upon payment of relevant khajanas thereof to the said concerned authority.

(29) By virtue of a Deed of Kohala dated 1st day of June, 2011 corresponding to 17th Jaistha, 1418 B.S. duly registered in the office of the District Sub-Registrar - IV at Alipore, South 24 Parganas in Book No. 1, CD Volume No. 14, Pages 1395 to 1410, Being No. 04077 for the year 2011, the said Musammad Mamuda Bibi indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of a plot of sals land containing by estimation a total area of 69 Decimals be the same a little more or less out of the said land measuring an area of 93 Decimals including all easement rights and appurtenances thereto lying situate at, Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in C. S. Khatian Nos. 605 & 488 corresponding to R. S. & L. R. Dag Nos. 670 (land measuring an area of 36 Decimals), 667 (land measuring an area of 24 Decimals out of 48 Decimals) & 660 (land measuring an area of 09 Decimals) appertaining to R. S. Khatian Nos. 1070, 297 & 1009 corresponding to L. R. Khatian No. P-300 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the District of South 24 Parganas particularly mentioned and described in the Schedule thereunder written and more clearly delineated with Red border line in the sketch Map or Plan annexed thereto unto and in

- (24) Thereafter by virtue of a Deed of Khabala dated 15th day of September, 1980 duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Volume No. 65, Pages 153 to 156, Being No. 5948 for the year 1980, the said Sri Dalaram Naskar indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of sali land containing by estimation an area of **48 Decimals** be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 667 appertaining to R. S. Khatian No. 297 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayat in the then District of 24 Parganas at present South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of the said Musammad Mamuda Bibi free from all encumbrances whatsoever.
- (25) One Ajar Ali was the absolute owner of ALL THAT piece or parcel of a plot of sali land containing by estimation an area of **84 Decimals** be the same a little more or less out of 05 Acres 35 Decimals including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in C. S. Dag No. 660 appertaining to C. S. Khatian No. 488 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayat in the then District of 24 Parganas at present South 24 Parganas free from all encumbrances whatsoever.
- (26) By virtue of a Deed of Khabala dated 11th day of July, 1952 duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Being No. 3005 for the year 1952, the said Ajar Ali indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of sali land containing by estimation an area of **84 Decimals** be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in C. S. Dag No. 660 appertaining to C. S. Khatian No. 488 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayat in the then District of 24 Parganas at present South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Gazi Taiyeb Ali and Gazi Shahin Alam free from all encumbrances whatsoever and thereafter the said Gazi Taiyeb Ali mutated his name in the Revisional Settlement in respect of the land measuring an area of **42 Decimals** out of 84 Decimals under R. S. Khatian No. 1009 upon payment of relevant khajanas thereof to the said concerned authority.
- (27) By virtue of a Deed of Khabala dated 21st day of January, 1985 duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Volume No. 5, Pages 337 to 341, Being No. 447 for the year 1985, the said Gazi Taiyeb Ali indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned

successors to the extent of undivided equal share each in accordance with the Hindu Law of Succession.

- (21) By virtue of a Deed of Kohala dated 1st day of August, 1986 duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Volume No. 65, Pages 85 to 92, Being No. 5376 for the year 1986, the said Smt. Gouri Dala Das, Smt. Parbhoo Dala Dhara, Smt. Sukla Dala Shree, Smt. Jogi Dala Malik and Smt. Patal Dala Sardar indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of a plot of sali land containing by estimation an area of 36 Decimals be the same a little more or less excepting the Southern portion measuring an area of 17 Decimals including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in C. S. Khatian No. 605 corresponding to R. S. Dag No. 670 appertaining to R. S. Khatian No. 1070 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the District of South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Musammad Mamuda Bibi, wife of Gazi Habibulla of Village - Angachia, Police Station - Bishnupur, District - South 24 Parganas free from all encumbrances whatsoever.
- (22) One Sri Atul Chandra Pramanik and Sri Nakul Chandra Pramanik were the absolute and recorded owners of ALL THAT piece or parcel of a plot of sali land containing by estimation an area of 48 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 667 appertaining to R. S. Khatian No. 297 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas free from all encumbrances whatsoever.
- (23) By virtue of a Deed of Kohala duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Being No. 7542 for the year 1965, the said Sri Atul Chandra Pramanik and Sri Nakul Chandra Pramanik indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of sali land containing by estimation an area of 48 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 667 appertaining to R. S. Khatian No. 297 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Sri Balaram Naskar free from all encumbrances whatsoever.

for the year 2011, the said Gazi Habibulla indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of salt land containing by estimation an area of 21 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. & L. R. Dag No. 665 appertaining to R. S. Khatian No. 1071 corresponding to L. R. Khatian No. P-1297 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the District of South 24 Parganas particularly mentioned and described in the Schedule thereunder written and more clearly delineated with Red border line in the sketch Map or Plan annexed thereto unto and in favour of the Owner No. 3-4 herein namely the said Smt. Sikha Bera free from all encumbrances whatsoever.

- (18) One Tarun Chandra Sardar & others was the absolute owner of ALL THAT piece or parcel of a plot of salt land containing by estimation an area of 53 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in C. S. Dag No. 670 appertaining to C. S. Khatian No. 605 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the then District of 24 Parganas of present South 24 Parganas free from all encumbrances whatsoever.
- (19) By virtue of a Deed of Khabala dated 6th day of December, 1944 duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Being No. 3853 for the year 1944, the said Tarun Chandra Sardar & others indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of salt land containing by estimation an area of 53 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in C. S. Dag No. 670 appertaining to C. S. Khatian No. 605 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Sri Kalo Bag free from all encumbrances whatsoever and thereafter the said Sri Kalo Bag mutated his name in the Revisional Settlement in respect thereof the said land measuring an area of 53 Decimals under R. S. Khatian No. 1070 comprised in R. S. Dag No. 670 upon payment of relevant khajanas thereof to the said concerned authority.
- (20) While remained in absolute possession and enjoyment thereof the said Kalo Bag died intestate leaving behind him his surviving wife namely Smt. Gouri Bala Bag and our daughters namely Smt. Purnima Bala Dhara, Smt. Sukla Bala Shee, Smt. Jogi Bala Malik & Smt. Patal Bala Sardar as his only legal heirs and successors and accordingly upon the demise of the said Kalo Bag the said land left by him devolved upon his said legal heirs and

Pargana - Magura, comprised in R. S. Dag No. 665 appertaining to R. S. Khatian No. 1071 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Juman Ali Gazi of Village - Angachia free from all encumbrances whatsoever.

- (15) By virtue of a Deed of Kohala dated 9th day of April, 1976 duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Being No. 3418 for the year 1976, the said Juman Ali Gazi indefensibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of salt land containing by estimation an area of 42 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Munna - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 665 appertaining to R. S. Khatian No. 1071 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Islam Jamadar, son of Late Fakir Mohammad Jamadar of Village - Angachia, Police Station - Bishnupur, District - 24 Parganas free from all encumbrances whatsoever.
- (16) Thereafter by virtue of a Deed of Kohala dated 2nd day of June, 1986, corresponding to 18th Jaistha, 1393 B.S. duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Volume No. 43, Pages 475 to 481, Being No. 3659 for the year 1986, the said Islam Jamadar indefensibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of a plot of salt land containing by estimation an area of 21 Decimals be the same a little more or less out of 42 Decimals including all easement rights and appurtenances thereto lying situate at Munna - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 665 appertaining to R. S. Khatian No. 1071 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the District of South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Gazi Habibulla, son of Geym Uddin Ahmed of Village - Angachia, Police Station - Bishnupur, District - South 24 Parganas free from all encumbrances whatsoever and thereafter the said Gazi Habibulla mutated his name in respect thereof the said land in the record of rights of the concerned H.L. & L.R. Office under L. R. Khatian No. P-1297 comprised in R. S. & L. R. Dag No. 665 upon payment of relevant khajanas thereof to the said concerned authority.
- (17) By virtue of a Deed of Kohala dated 1st day of June, 2011, corresponding to 17th Jaistha, 1418 B.S. duly registered in the office of the District Sub-Registrar - IV at Alipore, South 24 Parganas in Book No. 1, CD Volume No. 14, Pages 1369 to 1382, Being No. 94076

including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 668 appertaining to R. S. Khatian Nos. 295 & 297 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the District of South 24 Parganas, free from all encumbrances whatsoever and thereafter the said Gazi Habibulla wrongly mutated his name in respect thereof the said land measuring an area of 33.50 Decimals in the record of rights of the concerned B.L. & L.R. Office under L. R. Khatian No. 1297 upon payment of relevant khajanas thereof to the said concerned authority.

- (12) By virtue of a Deed of Khabala dated 1st day of June, 2011 corresponding to 17th Jaisitha, 1418 B.S. duly registered in the office of the District Sub-Registrar - IV at Alipore, South 24 Parganas in Book No. 1, CD Volume No. 14, Pages 1353 to 1368, Being No. D-1075 for the year 2011, the said Gazi Habibulla and Musammad Mamuda Bili indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of a plot of silt land containing by estimation an area of 24 Decimals be the same a little more or less out of the said land measuring an area of 33.50 Decimals including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. & L. R. Dag No. 668 appertaining to R. S. Khatian Nos. 295 & 297 corresponding to L. R. Khatian No. 1297 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the District of South 24 Parganas particularly mentioned and described in the Schedule thereunder written and more clearly delineated with Red border line in the sketch Map or Plan annexed thereto unto and in favour of the Owner No. 3,4 herein namely Smt. Sikha Bera free from all encumbrances whatsoever.
- (13) One Upendranath Naskar was the absolute and recorded owner of ALL THAT piece or parcel of a plot of silt land containing by estimation an area of 42 Decimals be the same a little more or less out of 01.33 Acres out of 01.45 Acres including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 665 appertaining to R. S. Khatian No. 1071 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas free from all encumbrances whatsoever.
- (14) By virtue of a Deed of Khabala dated 9th day of April, 1976 duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Volume No. 26, Pages 276 to 278, Being No. 3417 for the year 1976, the said Upendranath Naskar indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of silt land containing by estimation an area of 42 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94,

co-share namely the said Nurjahan Bibi free from all encumbrances whatsoever.

- (8) Thus the said Nurjahan Bibi became the absolute owner of ALL THAT piece or parcel of the said plot of sali land containing by estimation an area of 17 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 668 appertaining to R. S. Khatian No. 295 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas free from all encumbrances whatsoever.
- (9) Thereafter by virtue of a Deed of Kohala dated 9th day of November, 1971 duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Being No. 9586 for the year 1971, the said Nurjahan Bibi indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of sali land containing by estimation an area of 17 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 668 appertaining to R. S. Khatian No. 295 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Bijoy Chandra Manna, son of Lalit Mohan Manna free from all encumbrances whatsoever.
- (10) By virtue of a Deed of Kohala dated 7th day of March, 1995 duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Volume No. 25, Pages 111 to 114, Being No. 2226 for the year 1999, the said Bijoy Chandra Manna indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of sali land containing by estimation an area of 17 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 668 appertaining to R. S. Khatian No. 295 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the District of South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Musammad Mamuda Bibi, wife of Gari Habibulla of Village - Angachia, Police Station - Bishnupur, District - South 24 Parganas free from all encumbrances whatsoever.
- (11) By virtue of the said two separate Deeds of Kohala the said Gari Habibulla and Musammad Mamuda Bibi thus became the absolute owners of ALL THAT piece or parcel of the said plots of sali land containing by estimation a total area of 33.50 Decimals be the same a little more or less

- (4) One Lalit Mohan Manna of Village - Amgachia was the absolute and recorded owner of ALL THAT piece or parcel of a plot of sali land containing by estimation an area of 17 Decimals be the same a little more or less out of 52 Decimals out of 61 Acre 04 Decimals including all easement rights and appurtenances thereto lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 668 appertaining to R. S. Khatian No. 295 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas free from all encumbrances whatsoever. ✓
- (5) By virtue of a Deed of Khabala duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Being No. 369 for the year 1961, the said Lalit Mohan Manna indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of sali land containing by estimation an area of 17 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 668 appertaining to R. S. Khatian No. 295 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Nurjahan Bibi, Islam Ali Sardar and Osman Ali Sardar of Village - Amgachia free from all encumbrances whatsoever. ✓
- (6) Thereafter by virtue of a Deed of Rectification dated 16th day of February, 1961 duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Being No. 645 for the year 1961 duly rectified the Dag No. of the said Deed Being No. 369 and after rectification thereof the said Nurjahan Bibi, Islam Ali Sardar and Osman Ali Sardar enjoyed and occupied the said land measuring an area of 17 Decimals as the absolute owners thereof free from all encumbrances whatsoever. ✓
- (7) By virtue of a Deed of Khabala dated 9th day of June, 1964 duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Being No. 5570 for the year 1964, the said Islam Ali Sardar and Osman Ali Sardar indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of a plot of sali land containing by estimation an area of 11 Decimals be the same a little more or less being the 2/3rd share of the said land measuring an area of 17 Decimals including all easement rights and appurtenances thereto lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 668 appertaining to R. S. Khatian No. 295 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of their

RECITALS OF LAND OF OWNER NO. 3,4) :-

- (1) One Manick Chandra Manna alias Pramanik was the absolute and recorded owner of ALL THAT piece or parcel of a plot of sali land containing by estimation an area of 16.50 Decimals be the same a little more or less being the divided, demarcated and separated Eastern portion of 1/3rd share of the land measuring an area of 50 Decimals out of 03 Acres 57 Decimals including all easement rights and appurtenances thereto lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 668 appertaining to R. S. Khatian No. 297 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas free from all encumbrances whatsoever and which was acquired and owned by the said Manick Chandra Manna alias Pramanik in terms of an oral mutual Partition made amongst his other co-shares.
- (2) By virtue of a Deed of Kobala dated 7th day of April, 1962 duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Being No. 6455 for the year 1962, the said Manick Chandra Manna alias Pramanik indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of sali land containing by estimation an area of 16.50 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 668 appertaining to R. S. Khatian No. 297 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Gazi Jann Alam and Gazi Taiyeb Ali free from all encumbrances whatsoever.
- (3) Thereafter by virtue of a Deed of Kobala dated 11th day of April, 1986 duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Volume No. 27, Pages 421 to 426, Being No. 2354 for the year 1986, the said Gazi Jann Alam and Gazi Taiyeb Ali indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of sali land containing by estimation an area of 16.50 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 668 appertaining to R. S. Khatian No. 297 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the District of South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Gazi Habibulla, son of Gazi Giyas Uddin Ahamed of Village - Amgachia, Police Station - Bishnupur, District - South 24 Parganas free from all encumbrances whatsoever.

encumbrances whatsoever and thereafter the said Gazi Mahabub Ali mutated his name in respect thereof the said land measuring an area of **45 Decimals** alongwith other landed properties in several Dags in the record of rights of the concerned B.L. & L.R. Office under **L. R. Khatian No. 252** upon payment of relevant khajanas thereof to the said concerned authority.

- (3) By virtue of a Deed of Khabala dated 6th day of August, 2008 corresponding to 21st Shrawana, 1415 B.S. duly registered in the office of the Additional District Sub-Registrar at Bishnupur in Book No. 1, CD Volume No. 9, Pages 4515 to 4524, Being No. 03150 for the year 2008, the said Gazi Mahabub Ali indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned **ALL THAT** piece or parcel of the said plot of soli land containing by estimation an area of **45 Decimals** be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in **R. S. & L. R. Dag No. 664** appertaining to R. S. Khatian No. 378 corresponding to L. R. Khatian No. 252 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the District of South 24 Parganas alongwith other landed properties in several Dags particularly mentioned and described in the Schedule thereunder written unto and in favour of the **Owner No. 3.3** herein namely **Sri Hemanta Nandi** free from all encumbrances whatsoever.
- (4) By virtue of the said purchase the **Owner No. 3.3** herein namely the said **Sri Hemanta Nandi** became the absolute owner and seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece or parcel of the said plot of soli land containing by estimation an area of **45 Decimals** be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in **R. S. & L. R. Dag No. 664** appertaining to R. S. Khatian No. 378 corresponding to L. R. Khatian No. 252 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the District of South 24 Parganas alongwith other landed properties in several Dags free from all encumbrances whatsoever and thereafter the said Sri Hemanta Nandi mutated his name in respect thereof the said land measuring an area of **45 Decimals** alongwith other landed properties in several Dags in the record of rights of the concerned B.L. & L.R. Office under **L. R. Khatian No. 10670** upon payment of relevant khajanas thereof to the said concerned authority.
- (5) Thereafter the concerned Sub-Divisional Land & Land Reforms Officer, South 24 Parganas converted the nature of the said land measuring an area of **45 Decimals** comprised in **R. S. & L. R. Dag No. 664** appertaining to **L. R. Khatian No. 10670** from "Soli" land into "Bastu" land for commercial use vide Memo No. 6/P/6/1125/SDL & LRO, Sudar Alipore dated 16.10.2015.

L. R. Khatian No. P-9039 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the District of South 24 Parganas particularly mentioned and described in the Schedule thereunder written and more clearly delineated with Red border line in the sketch Map or Plan annexed thereto unto and in favour of the Owner No. 3.2 herein namely the said Sri Nanda Gopal Adhikari free from all encumbrances whatsoever.

- (12) By virtue of the said two separate Deeds of Khabala the Owner No. 3.2 herein namely the said Sri Nanda Gopal Adhikari became the absolute owner and seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece or parcel of the said plots of sals land containing by estimation a total area of 66.50 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. & L. R. Dag No. 665 appertaining to R. S. Khatian No. 1071 corresponding to L. R. Khatian Nos. P-1628 & P-9039 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the District of South 24 Parganas free from all encumbrances whatsoever and thereafter the said Sri Nanda Gopal Adhikari mutated his name in respect thereof the said land in the record of rights of the concerned D.L. & L.R. Office under L. R. Khatian No. 11086 comprised in R. S. & L. R. Dag No. 665 upon payment of relevant khajanas thereof to the said concerned authority.

RECITALS OF LAND OF OWNER NO. 3.3 :-

- (1) By virtue of a Deed of Khabala duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Volume No. 65, Pages 85 to 87, Being No. 5684 for the year 1973, one Makbul Gharumi indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of a plot of sals land containing by estimation an area of 90 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 664 appertaining to R. S. Khatian No. 378 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of the said Gazi Mahabub Ali and Gazi Mahomud Ali free from all encumbrances whatsoever.
- (2) By virtue of the said purchase the said Gazi Mahabub Ali thus became the absolute owner of ALL THAT piece or parcel of a plot of sals land containing by estimation an area of 45 Decimals be the same a little more or less out of the said land measuring an area of 90 Decimals including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 664 appertaining to R. S. Khatian No. 378 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the District of South 24 Parganas free from all

- (9) By virtue of a Deed of Kohala dated 9th day of April, 1976 duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Being No. 3418 for the year 1976, the said Jumman Ali Gazi indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of sali land containing by estimation an area of 42 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 665 appertaining to R. S. Khatian No. 1071 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayat in the then District of 24 Parganas at present South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Islam Jamadar, son of Late Fakir Muhammad Jamadar of Village - Angachia, Police Station - Bishnupur, District - 24 Parganas free from all encumbrances whatsoever.
- (10) Thereafter by virtue of a Deed of Kohala dated 2nd day of June, 1986 corresponding to 18th Jaistha, 1393 B.S. duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Volume No. 43, Pages 483 to 489, Being No. 3660 for the year 1986, the said Islam Jamadar indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of a plot of sali land containing by estimation an area of 21 Decimals be the same a little more or less out of 42 Decimals including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 665 appertaining to R. S. Khatian No. 1071 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayat in the District of South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Mussammat Amina Bibi, wife of Abur Ali Molla of Village - Angachia, Police Station - Bishnupur, District - South 24 Parganas free from all encumbrances whatsoever and thereafter the said Mussammat Amina Bibi mutated her name in respect thereof the said land in the record of rights of the concerned H.L. & L.R. Office under L. R. Khatian No. P-9039 comprised in R. S. & L. R. Dag No. 665 upon payment of relevant khujanas thereof to the said concerned authority.
- (11) By virtue of a Deed of Kohala dated 3rd day of February, 2016 duly registered in the office of the Additional District Sub-Registrar at Bishnupur in Book No. 1, Volume No. 1613-2016, Pages 15309 to 15326, Being No. 161300594 for the year 2016, the said Mussammat Amina Bibi indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of sali land containing by estimation an area of 21 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. & L. R. Dag No. 665 appertaining to R. S. Khatian No. 1071 corresponding to

Bishnupur, Kolkata - 700 104, District - South 24 Parganas free from all encumbrances whatsoever.

- (6) By virtue of a Deed of Kohala dated 22nd day of December, 2015 corresponding to 6th Poush, 1422 B.S. duly registered in the office of the District Sub-Registrar - IV, South 24 Parganas in Book No. 1, Volume No. 1604-2015, Pages 119665 to 119683, Being No. 160408705 for the year 2015, the said Sri Arjun Mondal indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of sali land containing by estimation an area of **45.50 Decimals** be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. & L. R. Dag No. 665 appertaining to R. S. Khatian No. 1071 corresponding to L. R. Khatian No. P-1628 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the District of South 24 Parganas particularly mentioned and described in the Schedule thereunder written and more clearly delineated with Red border line in the sketch Map or Plan annexed thereto unto and in favour of the Owner No. 3.2 herein namely Sri Nanda Gopal Adhikari free from all encumbrances whatsoever.
- (7) One Upendranath Naskar was the absolute and recorded owner of ALL THAT piece or parcel of a plot of sali land containing by estimation an area of **42 Decimals** be the same a little more or less out of 01.33 Acres out of 01.45 Acres including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 665 appertaining to R. S. Khatian No. 1071 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas free from all encumbrances whatsoever.
- (8) By virtue of a Deed of Kohala dated 9th day of April, 1976 duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Volume No. 26, Pages 276 to 278, Being No. 3417 for the year 1976, the said Upendranath Naskar indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of sali land containing by estimation an area of **42 Decimals** be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 665 appertaining to R. S. Khatian No. 1071 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Jammai Ali Gazi of Village - Angachia free from all encumbrances whatsoever.

- (3) By virtue of a Deed of Gift duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Volume No. 70, Pages 185 to 187, Being No. 6434 for the year 1980, the said Anusara Khatun Bibi in consideration natural love and affection transferred, conveyed, assigned and assured ALL THAT piece or parcel of the said plot of sali land containing by estimation an area of 45.50 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 665 appertaining to R. S. Khatian No. 1071 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Akbar Ali Gazi free from all encumbrances whatsoever.
- (4) By virtue of a Deed of Kohala dated 3rd day of January, 1993 duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Volume No. 4, Pages 63 to 66, Being No. 51 for the year 1993, the said Akbar Ali Gazi indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of sali land containing by estimation an area of 45.50 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 665 appertaining to R. S. Khatian No. 1071 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the District of South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Gazi Rasiyat Ali free from all encumbrances whatsoever and thereafter the said Gazi Rasiyat Ali mutated his name in respect thereof the said land measuring an area of 45.50 Decimals in the record of rights of the concerned R.L. & L.R. Office under L. R. Khatian No. P-1628 comprised in R. S. & L. R. Dag No. 665 upon payment of relevant khajanas thereof to the said concerned authority.
- (5) Thereafter by virtue of a Deed of Kohala dated 22nd day of March, 2013 duly registered in the office of the Additional District Sub-Registrar at Bishnupur in Book No. 1, Volume No. 5, Pages 1114 to 1127, Being No. 1924 for the year 2013, the said Gazi Rasiyat Ali indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of sali land containing by estimation an area of 45.50 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. & L. R. Dag No. 665 appertaining to R. S. Khatian No. 1071 corresponding to L. R. Khatian No. P-1628 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the District of South 24 Parganas particularly mentioned and described in the Schedule thereunder written alongwith other landed properties unto and in favour of Sri Arjun Mondal, son of Late Mohan Mondal of Village - Chakrajhimilla, Post Office - Failan, Police Station -

Limited free from all encumbrances whatsoever and thereafter the said, M/s. Joyetu Land Development Private Limited mutated its name in respect thereof the said land in the record of rights of the concerned B.L. & L.R. Office under L. R. Khatian No. 9378 upon payment of relevant khajanas thereof to the said concerned authority.

- (22) By virtue of the said two separate Deeds of Kobala thus the Owner No. 3.1 herein namely the said M/s. Joyetu Land Development Private Limited became the absolute owner and seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece or parcel of the said plots of bastu and sali land containing by estimation a total area of 81.50 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. & L. R. Dag Nos. 659 (bastu land measuring an area of 26.40 Decimals for commercial use and sali land measuring an area of 22.10 Decimals) & 660 (sali land measuring an area of 33 Decimals) appertaining to R. S. Khatim Nos. 442 & 1009 corresponding to L. R. Khatian No. 9378 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the District of South 24 Parganas free from all encumbrances whatsoever.

(RECITALS OF LAND OF OWNER NO. 3.2):-

- (1) One Upendranath Naskar was the absolute and recorded owner of ALL THAT piece or parcel of a plot of sali land containing by estimation an area of 45.50 Decimals be the same a little more or less out of 91 Decimals including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 665 appertaining to R. S. Khatian No. 1071 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas free from all encumbrances whatsoever.
- (2) By virtue of a Deed of Kobala dated 9th day of April, 1976 duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Being No. 3416 for the year 1976, the said Upendranath Naskar indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of sali land containing by estimation an area of 45.50 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 665, appertaining to R. S. Khatian No. 1071 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Aasura Khatun Bibi free from all encumbrances whatsoever.

same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in C. S. Dag No. 660 appertaining to C. S. Khatian No. 488 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Gazi Taiyeb Ali and Gazi Shahn Alam free from all encumbrances whatsoever and thereafter the said Gazi Taiyeb Ali mutated his name in the Revisorial Settlement in respect of the land measuring an area of 42 Decimals out of 84 Decimals under R. S. Khatian No. 1009 upon payment of relevant khajanas thereof to the said concerned authority.

- (20) By virtue of a Deed of Kobala dated 21st day of January, 1985 corresponding to 7th Magh, 1391 B.S. duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Volume No. 5, Pages 297 to 302, Being No. 440 for the year 1985, the said Gazi Taiyeb Ali indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of a plot of sali land containing by estimation an area of 33 Decimals be the same a little more or less out of the said land measuring an area of 42 Decimals including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in C. S. Khatian No. 488 corresponding to R. S. Dag No. 660 appertaining to R. S. Khatian No. 1009 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the District of South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Gazi Samsuddin, son of Abdus Sattar of Village - Angachia, Police Station - Bishnupur free from all encumbrances whatsoever and thereafter the said Gazi Samsuddin mutated his name in respect thereof the said land in the record of rights of the concerned B.L. & L.R. Office under L. R. Khatian No. 1257 upon payment of relevant khajanas thereof to the said concerned authority.

- (21) Thereafter by virtue of a Deed of Kobala dated 2nd day of January, 2004 corresponding to 17th Poush, 1410 B.S. duly registered in the office of the Additional District Sub-Registrar at Bishnupur in Book No. 1, Volume No. 14, Pages 365 to 370, Being No. 725 for the year 2000, the said Gazi Samsuddin indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of sali land containing by estimation an area of 33 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. & L. R. Dag No. 660 appertaining to R. S. Khatian No. 1009 corresponding to L. R. Khatian No. 1257 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the District of South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of the Owner No. 3.1 herein namely the said M/s. Joyetu Land Development Private

- (15) After purchase of the said plot of land containing by estimation an area of **48.50 Decimals** the said M/s. Joyoti Land Development Private Limited mutated its name in respect thereof in the record of rights of the concerned E.L. & L.R. Office under L. R. Khatian No. 9378 and also in the records of the Amgachia Gram Panchayet upon payment of relevant taxes and khajanas thereof to the said concerned authorities and further the concerned Sub-Divisional Land & Land Reforms Officer, South 24 Parganas converted the nature of a portion measuring an area of **26.40 Decimals** from "Sali" land into "Bastu" land for commercial use out of the said total purchased land measuring an area of **48.50 Decimals** vide Memo No. 6/P/6/1124/SDL & LRO, Sadar Alipore dated 16.10.2015.
- (16) Thus the Owner No. 3.1 herein namely the said M/s. Joyotu Land Development Private Limited became the absolute owner of ALL THAT piece or parcel of the said plot of land containing by estimation an area of **48.50 Decimals** be the same a little more or less out of which measuring an area of **26.40 Decimals** recorded as Bastu for commercial use and the balance area of land measuring an area of **22.10 Decimals** recorded as sali including all easement rights and appurtenances thereto lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. & L. R. Dag No. 659 appertaining to R. S. Khatian No. 442 corresponding to L. R. Khatian No. 9378 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the District of South 24 Parganas free from all encumbrances whatsoever.
- (17) The said Owner No. 3.1 herein namely the said M/s. Joyotu Land Development Private Limited submitted a building Plan to the concerned authorities for construction of a (G+IV) storied building to be constructed on and upon the said bastu land measuring an area of **26.40 Decimals** and accordingly the concerned authorities duly sanctioned the said building Plan vide No. 460/590/KMDA dated 05.05.17 for construction of the said (G+IV) storied ownership building thereon the said bastu land.
- (18) One Angur Ali was the absolute owner of ALL THAT piece or parcel of a plot of sali land containing by estimation an area of **84 Decimals** be the same a little more or less out of 05 Acres 35 Decimals including all easement rights and appurtenances thereto lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in C. S. Dag No. 660 appertaining to C. S. Khatian No. 488 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas free from all encumbrances whatsoever.
- (19) By virtue of a Deed of Kohala dated 11th day of July, 1952 duly registered in the office of the Sub-Registrar at Bishnupur in Book No. I, Being No. 3005 for the year 1952, the said Angur Ali indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of sali land containing by estimation an area of **84 Decimals** be the

No. 326, Touro Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 659 appertaining to R. S. Khatian No. 442 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the District of South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of the said **Belat Ali Sardar** free from all encumbrances whatsoever.

- (12) By virtue of the said three separate Deeds the said **Belat Ali Sardar** thus became the absolute owner of ALL THAT piece or parcel of the said plots of salt land containing by estimation a total area of **48.50 Decimals** be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touro Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 659 appertaining to R. S. Khatian No. 442 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the District of South 24 Parganas free from all encumbrances whatsoever and thereafter the said **Belat Ali Sardar** mutated his name in respect thereof the said land in the record of rights of the concerned B.L. & L.R. Office under **L. R. Khatian No. 1825** upon payment of relevant khujanas thereof to the said concerned authority.
- (13) The said **Belat Ali Sardar** died intestate leaving behind him his surviving wife namely **Rupjan Bibi**, three sons namely **Kurpal Ali Sardar**, **Sukur Ali Sardar** & **Rajbali Sardar** and two daughters namely **Anowara Bibi** & **Mafiya Bibi** as his only legal heirs and successors and accordingly upon the demise of the said **Belat Ali Sardar** the said land left by him devolved upon his said legal heirs and successors to the extent of undivided respective share each in accordance with the Muslim Law of Inheritance and/or Faraz.
- (14) Subsequently by virtue of a Deed of Kohala dated 4th day of November, 2003 corresponding to 17th Kartick, 1410 B.S. duly registered in the office of the Additional District Sub-Registrar at Bishnupur in Book No. 1, Volume No. 22, Pages 207 to 216, Being No. 1159 for the year 2006, the said **Rupjan Bibi**, **Kurpal Ali Sardar**, **Sukur Ali Sardar**, **Rajbali Sardar**, **Anowara Bibi** and **Mafiya Bibi** indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of salt land containing by estimation an area of **48.50 Decimals** be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touro Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. & L. R. Dag No. 659 appertaining to R. S. Khatian No. 442 corresponding to L. R. Khatian No. 1825 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the District of South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of the **Owner No. 3.1** hereina namely **M/s. Joyotu Land Development Private Limited** free from all encumbrances whatsoever.

- (8) While remained in absolute possession and enjoyment thereof the said Sk. Mokaruddin died intestate leaving behind him his surviving two sons, namely Sk. Nuruddin and Sk. Maniruddin as his only legal heirs and successors and accordingly upon the demise of the said Sk. Mokaruddin the said land left by him devolved upon his said legal heirs and successors to the extent of undivided equal share each in accordance with the Muslim Law of Inheritance and/or Faraiz.
- (9) Subsequently by virtue of two Deeds of Khabala dated 17th day of December, 1959 duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Being Nos. 1058 & 1056 for the year 1959, the said Sk. Nuruddin and Sk. Maniruddin indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of suli land containing by estimation an area of 13.50 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 659 appertaining to R. S. Khatian No. 442 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Gazi Tolyeb Ali of Angachia free from all encumbrances whatsoever.
- (10) By virtue of a Deed of Khabala dated 15th day of July, 1987 duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Volume No. 51, Pages 201 to 208, Being No. 3503 for the year 1987, the said Gazi Tolyeb Ali indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of suli land containing by estimation an area of 13.50 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 659 appertaining to R. S. Khatian No. 442 under the Police Station of Bishnupur within the limits of Angachia Gram Panchayet in the District of South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Gazi Rafik Uddin, son of late Gazi Angar Ali of Village - Angachia, Police Station - Bishnupur, District - South 24 Parganas free from all encumbrances whatsoever.
- (11) Thereafter by virtue of a Deed of Khabala dated 23rd day of August, 1993 corresponding to 6th Bhadra, 1400 B.S. duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Volume No. 51, Pages 253 to 258, Being No. 5309 for the year 1993, the said Gazi Rafik Uddin indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of suli land containing by estimation an area of 13.50 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Angachia, J. L. No. 93, R. S.

little more or less out of 84 Decimals out of 81.26 Acres including all easement rights and appurtenances therein lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 659 appertaining to R. S. Khatian No. 442 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Sri Upendra Nath Naskar, son of Late Tamknath Naskar of Village - Krishnarampur, Police Station - Bishnupur, District - 24 Parganas free from all encumbrances whatsoever.

- (5) By virtue of the said purchase the said Rouman Ali Mondal and Sri Upendra Nath Naskar became the absolute owners of ALL THAT piece or parcel of the said plots of sali land containing by estimation a total area of 18.50 Decimals be the same a little more or less including all easement rights and appurtenances therein lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 659 appertaining to R. S. Khatian No. 442 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas free from all encumbrances whatsoever.
- (6) Thereafter by virtue of a Deed of Kobala dated 30th day of September, 1980 corresponding to 13th Ashwin, 1387 B.S. duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Volume No. 71, Pages 97 to 99, Being No. 6197 for the year 1980, the said Rouman Ali Mondal and Sri Upendra Nath Naskar indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of sali land containing by estimation an area of 18.50 Decimals be the same a little more or less including all easement rights and appurtenances therein lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 659 appertaining to R. S. Khatian No. 442 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of the said Belat Ali Sardar free from all encumbrances whatsoever.
- (7) One Sik. Mokradin was the absolute and recorded owner of ALL THAT piece or parcel of a plot of sali land containing by estimation an area of 13.50 Decimals be the same a little more or less out of 84 Decimals out of 81.26 Acres including all easement rights and appurtenances therein lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 659 appertaining to R. S. Khatian No. 442 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas free from all encumbrances whatsoever.

01.26 Acres including all easement rights and appurtenances thereto lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 659 appertaining to R. S. Khatian No. 442 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Rousan Ali Mondal, son of Late Mantaz Ali Mondal of Village - Amgachia, Police Station - Bishnupur, District - 24 Parganas free from all encumbrances whatsoever.

- (2) By virtue of a Deed of Kobala dated 15th day of February, 1978 corresponding to 3rd Falgun, 1384 B.S. duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Volume No. 15, Pages 295 to 297, Being No. 923 for the year 1978, the said Rousan Ali Mondal indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of soli land containing by estimation an area of 16.50 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 659 appertaining to R. S. Khatian No. 442 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Belat Ali Sardar, son of Late Yar Ali Sardar of Village - Amgachia, Police Station - Bishnupur, District - 24 Parganas free from all encumbrances whatsoever.
- (3) By virtue of a Deed of Kobala dated 9th day of November, 1970 duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Being No. 9590 for the year 1970, one Sk. Maniruddin, son of Late Sk. Mochruddin of Amgachia indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of a plot of soli land containing by estimation an area of 10 Decimals be the same a little more or less out of 84 Decimals out of 01.26 Acres including all easement rights and appurtenances thereto lying situate at Mouza - Amgachia, J. L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in R. S. Dag No. 659 appertaining to R. S. Khatian No. 442 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the then District of 24 Parganas at present South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of the said Rousan Ali Mondal free from all encumbrances whatsoever.
- (4) By virtue of a Deed of Kobala dated 20th day of September, 1966 duly registered in the office of the Sub-Registrar at Bishnupur in Book No. 1, Being No. 10938 for the year 1966, the said Sk. Maniruddin indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of a plot of soli land containing by estimation an area of 08.50 Decimals be the same a

mean and include its successors-in-office and assigns) of the **OTHER PART.**

In these presents for the sake of brevity The Owners and the Developer are individually called, referred to and identified as **Party** and collectively as **Parties.**

HOW THIS AGREEMENT WITNESSES, RECORDS, GOVERNS AND BINDS THE PARTIES AS FOLLOWS:

4. **Subject Matter of Agreement:**

4.1. **Development:** Development and commercial exploitation of **ALL THAT** piece or parcel of the plots of bastu and sali land containing by estimation a total area of **307.90 Decimals** be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Amgachia, J, L. No. 93, R. S. No. 326, Touzi Nos. 85, 87 & 94, Pargana - Magura, comprised in **R. S. & L. R. Dag Nos. 659** (bastu land measuring an area of 26.40 Decimals for commercial use), **665** (bastu land measuring an area of 45 Decimals for commercial use and sali land measuring an area of 87.50 Decimals), **664** (bastu land measuring an area of 45 Decimals for commercial use), **660** (bastu land measuring an area of 09 Decimals and sali land measuring an area of 11 Decimals), **667** (bastu land measuring an area of 24 Decimals), **668** (bastu land measuring an area of 24 Decimals) & **670** (bastu land measuring an area of 36 Decimals) appertaining to R. S. Khatian Nos. 442, 1071, 295, 297, 378, 1070 & 1009 corresponding to L. R. Khatian Nos. 9378, 11056, 10670 & 10664 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the District of South 24 Parganas particularly mentioned and described in the **First Schedule Part - II** hereunder written and hereinafter called and referred to as the **"ENTIRE PROPERTY"** by construction of a Housing Complex by two Phases being **Phase - I** and **Phase - II** particularly mentioned and described in the **First Schedule Part - III & Part - IV** hereunder written being the part or portions of the Mother Land mentioned hereunder below.

5. **Backgrounds, Representations and Warranties:**

5.1. **Owners' Representations:** The Owners jointly have represented and warranted to the Developer as follows :

5.1.1. **Ownership:-**

(RECITALS OF LAND OF OWNER NO. 3.1) :-

(1) By virtue of a Deed of Kohala dated 10th day of March, 1970 duly registered in the office of the Sub-Registrar at Bishnupur in Book No. I, Being No. 1826 for the year 1970, one Manuboddin Molla indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned **All THAT** piece or parcel of a plot of Kayati Sthitiban Sautiya sali land containing by estimation an area of **16.50 Decimals** be the same a little more or less out of 84 Decimals out of

3. PARTIES:

- 3.1 M/S. JOYOTU LAND DEVELOPMENT PRIVATE LIMITED (having Pan AABCJ4072D), a company incorporated under the Companies Act, 1956 having its registered office at Premises No. 35/1, Panchanantala Lane, Post Office - Behala, Police Station - Parnasree (formerly Behala), Kolkata - 700 034, District - South 24 Parganas, being represented by its Director namely SRI ALOK BURMAN (having Pan AEFPB3121G), son of Late Kalipada Burman, by faith - Hindu, by nationality - Indian, by occupation - Business, resident at Premises No. 21/2D, Manoharpukur Road, Post Office - Sarat Bose Road, Police Station - Lake, Kolkata - 700 029, District - South 24 Parganas.
- 3.2 SRI RANDA GOPAL ADHIKARI (having Pan AXHPA5455H), son of Sri Nabadip Adhikari, by faith - Hindu, by nationality - Indian, by occupation - Business, resident at Premises No. 71/1, Sahapur Main Road, Post Office & Police Station - Behala, Kolkata - 700 038, District - South 24 Parganas.
- 3.3 SRI HEMANTA RANDE (having Pan AFJPN2343F), son of Late Bhudev Rande, by faith - Hindu, by nationality - Indian, by occupation - Business, resident at Premises No. 35/1, Panchanantala Lane, Post Office & Police Station - Behala, Kolkata - 700 038, District - South 24 Parganas.
- 3.4 SMT. SIKHA BERA (having Pan BFFPB7731C), daughter of Late Becharan Bera, by faith - Hindu, by nationality - Indian, by occupation - Housewife, resident at Village - Katakhal, Post Office - Faichpur, Police Station - Falta, District - South 24 Parganas, Pin - 743 503.

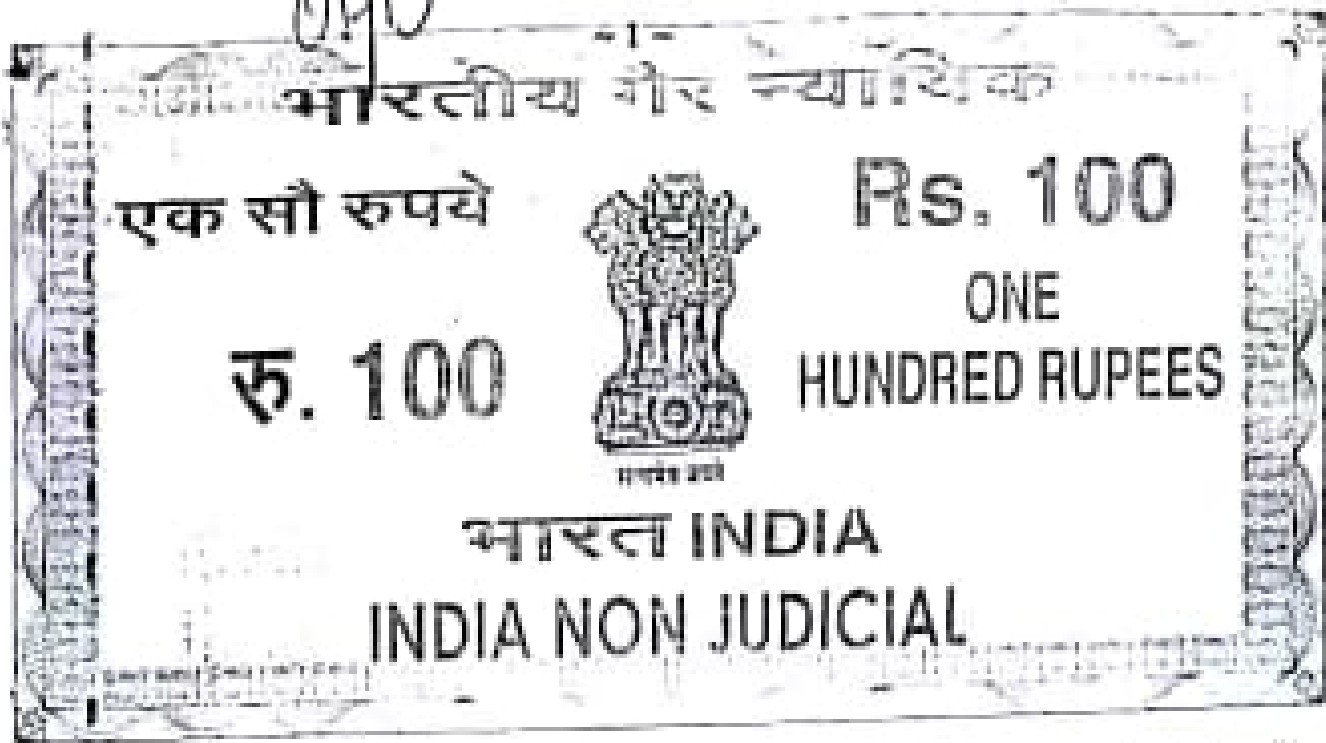
Parties numbered 3.1, 3.2, 3.3 and 3.4 for the sake of brevity are hereinafter called, referred to and identified as the "OWNERS" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their respective successors-in-office, legal heirs, executors, administrators, representatives and assigns) of the ONE PART

A N D

- 3.5 M/S. USASHI REALSTATES PVT. LTD. (having Pan AAFCD0790C), a Company incorporated under the Companies Act, 1956, having its office at Premises No. 594/1, Dakshindari Road, "Bima Abasan", Flat No. E2/1, First Floor, Post Office - Sreebhumi, Police Station - Lake Town, Kolkata - 700 048, District - North 24 Parganas, being represented by its Director namely SRI SOUMEN MANA (having Pan CKAPM8296A), son of Sri Tapin Mann, by faith - Hindu, by nationality - Indian, by occupation - Service, residing at Village - Talberia Ghughuni Patna, Post Office - Lawada, Police Station - Debra, District - Paschim Medinipur, Pin - 721 136, hereinafter called and referred to as the "DEVELOPER" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to

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भारतीय गैर न्यायिक

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Rs. 100

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ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA
INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

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4/28/18

REGISTRATION CHARGES IN ACCORDANCE WITH SECTION 17(2) OF THE REGISTRATION ACT, 1908
ON INSTRUMENT VALUE Rs. 100/-

District Sub-Registrar,
Registration 17(2) of
1908, South 24 Parganas
15 MAR 2018

DEVELOPMENT AGREEMENT

1. Date : 15.11 day of March , 2018.
2. Place : Kolkata.

DEVELOPMENT

AGREEMENT

BETWEEN

OWNER – M/S. JOYOTU LAND DEVELOPMENT PRIVATE
LIMITED

AND

DEVELOPER – M/S. USASHI REALSTATES PVT. LTD.

DRAFTED BY :

Mr. Kalipada Charan,
Advocate,
1171, Purba Sinthee Road (Fakir Ghosh Place),
Sagarika Apartment, Flat No. 2, Dum Dum, Kolkata – 700 030.