

25

DATED THIS 15th DAY OF OCTOBER 2013

BETWEEN

M/S. RAINBOW PROPERTIES & OTHERS OWNERS

AND

M/S. SHIVOHAM BUILDERS (P) LTD. DEVELOPER

DEVELOPMENT AGREEMENT



NISHANT KR. SARAF ADVOCATES
8, OLD POST OFFICE STREET,
2ND FLOOR, KOLKATA 700 001.
Phone: (033) 2262 3384
Email : nishantsaraf1976@gmail.com



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



N 886725

Development Agreement

1. Date: 15th October 2013.
2. Nature of Document: Development Agreement.
3. Parties: Collectively the following, which shall include their respective successors-in-interest:

Owners:

- 3.1 M/S. RAINBOW PROPERTIES (PAN-AAPFR2216Q), a partnership firm constituted in accordance with the provisions of Indian Partnership Act, 1932 having its registered office at V.I.P Enclave, Part II, Block-A, Ground Floor, Room No. 15, V.I.P Road, Kolkata 700059, Police Station Baguihati, represented through its all seven partners, namely,
 - a. Sri Siddharth Gadia, (PAN-ADHPG 3299 F), son of Late Ashok Kumar Gadia, aged about 38 years, by Nationality Indian, by faith Hindu, by occupation Business, presently residing at Parvati Vihar, Flat No. F-1/B, 52/6, V.I.P Road, Raghunathpur, Kolkata - 700059;

Srgadia
Vic. Aggarwal
Ch. To S...
Surat menetra.
An. Bank. An. Aggarwal
Binjal Kumar Saha
Kunaydhu
Siddharth Gadia

1000/-

Nishant K. Saraf Advocates
x 213 Office Street,
2nd Floor, Kalyana - 700 001

NAME.....
AD.....
RS.....
18 MAR 2013
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kolkata

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- b. **Sri Ganesh Mundra (PAN-AELPM0680B)**, son of Sri Ramanand Mundra, aged about 48 years, by nationality Indian, by faith Hindu, by occupation Business, at present residing at Parvati Vihar, Flat No. E-2/B, 52/6, V.I.P. Road, Raghunathpur, Kolkata - 700059;
- c. **Sri Vinod Kumar Agarwal (PAN-ACHPA8951D)**, son of Late Nanak Chand Agarwal, aged about 42 years, by nationality Indian, by faith Hindu, by occupation Business at present residing at GEETANJALI Apartment, BL-7, 3rd Floor, V.I.P Road, Tegoria, Kolkata - 700 059,
- d. **Sri Om Prakash Agarwal (PAN - ACQPA9564M)**, son of Late Hariram Agarwal, aged about 51 years, by nationality Indian, by faith Hindu, by occupation Business, at present residing at 82, Bidhan Nagar Road, Natural View, Flat No. 12H, Kolkata -700067;
- e. **Sri Bimal Kumar Lohia (PAN - ABBPL5409J)**, son of Sri Shyamsundar Lohia, aged about 49 years, by nationality Indian, by faith Hindu, by occupation Business, at present residing at Flat No. 6B, 6th Floor, 12C, Lord Sinha Road, Kolkata -700071;
- f. **Sri Kumar Manglam Choudhary (PAN - AFCPC3090F)**, son of Sri Jagdish Prasad Choudhary, aged about 27 years, by nationality Indian, by faith Hindu, by occupation Business, at present residing at 22/25, Monohar Pukur Road, Anurag Building, Kolkata -700029;
- g. **Sri Rajiv Kumar Sureka, (PAN-AJEPS1707H)**, son of Sri Moti Lal Sureka, aged about 37 years, by nationality Indian, by faith Hindu, by occupation Business at present residing at Duke Garden, Crown Block, 3rd Floor, Flat 3CD, Raghunathpur More, V.I.P Road, Kolkata - 700 059.
- 3.2. **M/S. RAINBOW BUILDERS (PAN - AAPFR2217R)**, a partnership firm constituted in accordance with the provisions of Indian Partnership Act, 1932 having its registered office at V.I.P. Enclave, Part II, Block - A, Ground Floor, Room No. 15, V.I.P. Road, Kolkata - 700 059, Police Station Baguihati, represented through its all seven partners namely

- i. **Sri Siddharth Gadia,**
- ii. **Sri Ganesh Mundra**
- iii. **Sri Vinod Kumar Agarwal**
- iv. **Sri Om Prakash Agarwal**

- S.K. Gadia
 - V.K. Agarwal
 - G. S. S.
 - Ganesh Mundra
 - Om Prakash Agarwal
 - Bimal Kumar Lohia
 - Kumar
 - Siddharth Gadia



- v. Sri Bimal Kumar Lohia
- vi. Sri Kumar Manglam Choudhary
- vii. Sri Rajiv Kumar Sureka,

3.3. M/S. EMERALD INFRAPROJECTS (PAN-AAEFE 0948 L), a partnership firm constituted in accordance with the provisions of Indian Partnership Act, 1932 having its registered office at V.I.P Enclave, Part II, Block - A, Ground Floor, Room No. 15, V.I.P Road, Kolkata - 700 059, Police Station Baguihati, represented through its all seven partners namely,

- a. Sri Sudarshan Gadia, (PAN - ADHPG3301G), son of Late Ashok Kumar Gadia, aged about 47 years, by nationality Indian, by faith Hindu, by occupation Business, at present residing at Parvati Vihar, Flat No. F-1/B, 52/6, V.I.P. Road, Raghunathpur, Kolkata - 700 059;
- b. Sri Ganesh Mundra,
- c. Sri Vinod Kumar Agarwal,
- d. Sri Om Prakash Agarwal,
- e. Sri Bimal Kumar Lohia,
- f. Sri Kumar Manglam Choudhary,
- g. Sri Rajiv Kumar Sureka,

3.4 M/S. EMERALD CONSTRUCTIONS (PAN-AAEFE0946R), a partnership firm constituted in accordance with the provisions of Indian Partnership Act, 1932 having its registered office at V.I.P Enclave, Part II, Block - A, Ground Floor, Room No. 15, V.I.P Road, Kolkata-700059, Police Station Baguihati, represented through its all seven partners, namely,

- i. Sri Sudarshan Gadia,
- ii. Sri Ganesh Mundra
- iii. Sri Vinod Kumar Agarwal
- iv. Sri Om Prakash Agarwal
- v. Sri Bimal Kumar Lohia
- vi. Sri Kumar Manglam Choudhary
- vii. Sri Rajiv Kumar Sureka,

All are hereinafter jointly referred to 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 successor/s -in -office and/or assigns) of the ONE PART:

- ✓ Sngadia
- ✓ V.K. Agarwal
- ✓ G. K. S.
- ✓ Ganesh Mundra
- ✓ Bimal Kumar Lohia
- ✓ Om Prakash Agarwal
- ✓ Sureka
- ✓ Siddharth Gadia

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3.5 **Developer:** M/S. SHIVOHAM BUILDERS PRIVATE LIMITED, a Company incorporated under the provision of Companies Act 1956 having its registered office at 15, V.I.P Road, Kolkata-700059, represented by its Directors namely **Sri Rajiv Kumar Sureka**, son of Sri Moti Lal Sureka, **Sri Bimal Kumar Lohia**, son of Sri Shyamsundar Lohia and **Sri Kumar Manglam Choudhary**, son of Sri Jagdish Prasad Choudhary, herein after referred to as the **DEVELOPER** (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successor/s -in -office and/or assigns) of the **Other Part**.

4. **Subject matter:** Development of the 'Premises' described in **Schedule-B** by constructing a new building(s) (the "**Building**") consisting of such self-contained portions that can be separately and exclusively used and enjoyed (the "**Units**") and spaces for parking of cars and two wheelers (the "**Parking Spaces**") thereon (the Premises, the Building, the Units and the Parking Spaces are collectively called the "**Project**").

5. **Background:**

5.1 **Representations:** The **Owners** have represented to the **Developer** that:

5.1.1 **Ownership:** The **Owners** are the absolute joint owner, seized and possessed of the **Premises** and their devolution of title thereto is as mentioned in **Schedule-A**, has a good and marketable title to the **Premises** and have full right and absolute authority to enter into this Agreement.

5.1.2 **Encumbrances:** The **Premises** is free from all encumbrances of whatsoever nature or kind.

5.1.3 **Previous Agreement:** The **Owners** have not entered into any agreement affecting the **Premises** in any manner whatsoever.

5.1.4 **Acquisition:** No part or portion of the **Premises** is subjected to likely to be subjected to any acquisition or requisition.

5.1.5 **ULC:** No portion of the **Premises** is or has been declared to be 'excess vacant land' under the Urban Land (Ceiling & Regulation) Act, 1976.

5.1.6 **Other Clearances:** There will be no impediment in obtaining all the requisite clearances and/or permissions that will be required for the Project.

✓ S.K. Gadig
✓ V.K. Agarwal
✓ G. P. S.
✓ G. M. S.
✓ Dr. B. K. Agarwal
✓ Bimal Kumar Lohia
✓ K. M. S.
✓ Siddharth Gadig

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5.1.7 **Intention:** The Owners intend to develop the Premises by executing the Project but do not have sufficient funds nor the requisite expertise to do so. The Owners were in search of a reputed developer who would construct the proposed Project on the said Premises in accordance with the provisions of the sanctioned plan sanction by the concern authority and/or authorities.

5.1.8 **Offer:** The Owners approached the Developer to execute the Project.

5.1.9 **Acceptance:** Relying upon the Representations and believing the same to be true and correct, the Developer has agreed to execute the Project and the agreed terms and conditions between the Parties there for are recorded hereunder.

5.1.10 **Premises:** All That piece and parcel of Rayati Dakhali Sattya Bishistha Bastu land hereditaments admeasuring an area of 23 (twenty-three) Cottahs, 0 (zero) Chittack and 0 (zero) Sq. Ft. which is equivalent to 37.95 (thirty seven point nine five) Decimals be the same a little more or less together with Kutcha Structure standing thereon measuring 300 (three hundred) Sq. Ft. comprised in Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, in R.S. and L.R. Dag No. 596 (Part) in R.S. Khatian No 49, in L.R. Khatian Nos. 1361, 1362, 1363, 1364, 1365 and 1366, present L.R. Khatian Nos. 1993, 1994, 1995 & 1996 being Scheme Plot No. A-1, A-2, A-3, A-4 and A-5 under Ward No. 10 of Rajarhat Gopalpur Municipality vide Municipal Holding Nos. AS/10/247/BL-KC/13-14, Kolkata - 700052, Sardarpara, Police Station Airport (previously under Police Station -"Rajarhat"), within the jurisdiction of Additional District Sub Registrar, Bidhannagar, Salt Lake City, District North 24 Parganas morefully described in the Schedule "B" herein after written.

6 Now it is agreed:

6.1 **Agreement:** The Owners hereby grant to the Developer the development rights to execute the Project and the Developer hereby accepts and agrees to develop and execute the Project on the terms and conditions herein contained.

6.2 **Construction obligations of the Developer:** The Developer shall, at its own costs and expenses, execute the Project, which will, inter-alia, include:

6.2.1 **Appointment:** Engaging and employing suitable architects, engineers, contractors and other professionals for the Project.

- ✓ Skgadia
- ✓ V.K. Agarwal
- ✓ G. P. S. S.
- ✓ G. P. S. S.
- ✓ Mr. Ankur Agarwal
- ✓ Bimal Kumar Saha
- ✓ Anurag
- ✓ Siddharth Gadia

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- 6.2.2 **Plan:** Having the plan for constructing the Building prepared by a reputed Architect in such a manner so as to avail the maximum constructed area in the Building.
- 6.2.3 **Sanctioning:** Having the Plan sanctioned by the appropriate sanctioning authority (the "Sanctioning Authority") as also have the Plan modified from time to time, if necessary.
- 6.2.4 **Permissions:** Obtain all necessary clearances and permissions statutorily required for executing out the **Project**.
- 6.2.5 **Construction:** Constructing the Building and completing the **Project** in all respect in strict conformity with the Plan and the specifications mentioned in **Schedule-C** (the "**Specifications**") and making it tenantable in all respects within 36 months or such extended period as may be agreed by and between the parties herein (the "**Completion Date**") from the date hereof *subject to Force Majeure* as mentioned in 6.7.6.
- 6.2.6 **Utilities:** Obtaining all utilities for implementing the **Project** as also those that will be required by the ultimate users of the Building.
- 6.2.7 **Building Materials:** Purchasing various materials for the **Project**.
- 6.2.8 **Occupancy Certificate:** Obtaining Occupancy Certificate from the Sanctioning Authority and all other certificates and permissions required for commencing occupation of the Building.
- 6.3 **Other Obligations of the Developer:** The Developer shall:
- 6.3.1 **No Assignment:** Not transfer and/or assign its rights, benefits, duties and obligations under this Agreement without the prior written consent of the **Owners**.
- 6.3.2 **Completion of the Project:** The **Developer** shall complete construction of the said building within 36 (~~THIRTY SIX~~) months from the date hereof or such extended period as may be mutually agreed upon by the **Owners** and the **Developer**.

✓ Skgadia
 ✓ V.K. Agarwal
 ✓ G. to St.
 ✓ Gout moncho.
 ✓ Dr. Babubh Agarwal
 ✓ Binmal Kumar Sharma
 ✓ Anurag
 ✓ Siddharth Gadia



- 6.3.3 **Payment to Owners:** Pay the Owner's Entitlement as mentioned in Clause 6.3.7 and 6.6 to the Owners in the manner as mentioned therein.
- 6.3.4 **Association:** In consultation with the Owners form an association or company of the ultimate Owners of the Units and the Parking Spaces, if any, and frame a scheme for the maintenance, management, administration and enjoyment of the common areas, facilities and services (the "Maintenance") in the Building and shall carry on the Maintenance of the Building till such time the Association is formed.
- 6.3.5 **Hand Over:** Hand over the Maintenance and the Xerox Title Deeds mentioned in Clause 6.4.5 to the Association after its formation.
- 6.3.6 **Insurance:** Have the Building insured and recover the premium out of the Maintenance Charges.
- 6.3.7 **Deposit:** Keep deposited with the Owners an interest free refundable amount of Rs. 1,00,000/- (Rupees One Lacs) only (the "Security Deposit") payable in equal proportion (25%) to the each of the owners, which sum shall be refunded and/or adjusted by the Owners to the Developer upon sale of their Allocation by the Developer.
- 6.3.8 **Taxes:** Pay all rates, taxes and fees that are payable under any existing statute or may become payable by any new enactment in respect of, concerning with or connected to this Agreement or the Project to such person or authority entitled thereto.

6.4 **Obligation of the Owners:** The Owners, at their costs and expenses shall:

- 6.4.1 **Marketable Title:** Make out a clear and marketable title of the Premises and answer all requisition of the Developer in this regard.
- 6.4.2 **Allow entry:** After the execution hereof allow the Developer and its men, servants and agents to enter the Premises, with prior notice, for the purpose of measurement, soil testing and such other necessities connected with the Project.
- 6.4.3 **Hindrances:** Not create any hindrances or obstruction to the Developer during or in execution of the Project.

- Srgadia
- V.K. Agarwal
- G. K. S.
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- Dr. Parankh Agarwal
- Binmal Kumar Bana
- Kurnayshu

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- 6.4.4 **Encumbrances:** Not, in any manner, deal with, charge, encumber or induct any person in occupation of the **Premises** or in any portion thereof or enter into any agreement relating thereto until the completion of the **Project** save and except that the **Owners** may enter into agreements relating to the transfer of the Owner's Allocation.
- 6.4.5 **Title Deeds:** Hand over the original title deeds and other documents related to the **Premises** (the "**Title Deeds**") to the **Developer** simultaneously with the execution hereof.
- 6.4.6 **Loans:** Assist the **Developer** to obtain financial accommodation from such banks and/or financial institutions as the **Developer** may desire and sign and execute all such papers and documents there for.
- 6.4.7 **Powers and authorities:** Grant to the **Developer**, or to such person as be nominated by the **Developer**, such powers and authorities as will be required by the **Developer** for execution of the **Project** and sell out all the constructed area of the Project, parking Spaces etc. and as also sign and execute such forms and other documents as may be required for the **Project** but which in no manner shall be detrimental to the interest of the **Owners**.
- 6.4.8 **Execution:** Execute and admit registration of the Units and the Parking Spaces in the Developer's Entitlement as mentioned in Clause 6.5. before the appropriate registrar, the costs and expenses whereof will not be borne by the **Owners**.
- 6.4.9 **Indemnity:** Indemnify and keep the **Developer**, saved, harmless and indemnified in respect of all actions, proceedings, fines, penalties or other consequences arising due to any non-compliance or violation of any kind or nature, whether statutory or contractual, prior to the date of handing over possession of the **Premises** to the **Developer**.
- 6.5 **Owner's Allocation:** The **Owner's** shall be entitled to receive consideration equal to 25% of progress payments received as on various balance sheet dates subject to the maximum of Rs. 540 Lacs, where such consideration shall become due only after completion of at least 25% of the project and such percentage shall be calculated as a percentage of total cost incurred as on balance sheet date to estimated total cost of project. Such consideration shall be divided between Owners in proportion to their investment in land utilised for development.

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✓ Sngadia
 ✓ V.K. Agarwal
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 ✓ Om Prakash Agarwal
 ✓ Kamal Kumar Paul
 ✓ ...
 R/S
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6.6 **Developers Allocation:** The Developers shall be entitled to receive sale proceeds of 75% and/or balance sale proceeds which shall be higher of the project.

6.7 **Mutual Covenants:**

6.7.1 **Enjoyment:** The Developer shall have the right to transfer or otherwise deal with the entire constructed area of the project and sale the same to the intending Purchasers.

6.7.2 **Rates and Taxes and utilities:** All rates, taxes and outgoings if any, in respect of the Premises after the date hereof shall be borne and paid by the Developer.

6.7.3 **Documentation:** Mr. Nishant Kr. Saraf Advocates of 8, Old Post Office Street, 2nd Floor, Kolkata 700001 (the "Advocate") has drafted and drawn this document and shall draft and draw all documents related to selling of the Units and Parking Spaces comprised in the Project.

6.7.4 **Name of the Building:** The name of the Building shall be Shivoham Paradise.

6.7.5 **Default:**

(a) In case the Owners are unable to fulfill any of their obligations or in case any liability or encumbrance is found relating to the Premises and the Owners fails to remove the same within 30 days from receiving notice from the Developer to do so, then the Developer at its discretion may incur the cost of removing such liability or encumbrance, as the case may be. In such an event, the Owners shall forthwith reimburse the costs so incurred by the Developer but if they fail to do so, the Developer, after giving 30 days notice to the Owners, shall become entitled to adjust the same from the Owner's Entitlement/Allocation.

(b) If the Developer fails to fulfilling all its Obligations, then, the Owners shall be entitled, after giving 30 days notice to the Developer, to terminate this Agreement, take possession of the Premises in the state it may be at that time

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✓ Sngadia
✓ V.K. Agaw
RS ✓ [Signature]
OPA ✓ [Signature]
BL ✓ [Signature]
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and have the **Project** completed by themselves or any other person or persons subject to the following:

- (i) the **Owners** shall be liable to pay to the **Developer** only the expenses incurred by it till such time after deductions of all amounts as taken by the **Developer** from the intending purchasers.
 - (ii) then, as from the date of service of Owner's notice of termination, the **Developer** shall not enter into any further agreements for sale of any part of the Building or receive any amount from any person who already has or may agree to acquire any part of the Building and only the **Owners** will be entitled to enter into agreements for such sales and receive moneys there under and/or under agreements for sale earlier entered into by the **Developer**.
 - (iii) out of the Sale Proceeds, the **Owners** shall first reimburse the construction costs, second towards any encumbrances created by the **Developer** and lastly to the **Developer**.
- (c) Neither of the Parties shall be regarded to have committed any breach of the terms herein if it is prevented from discharging any of their obligations due to any condition amounting to force majeure or circumstances beyond its control including, but not limited to, tempest, earthquake, fire, shortage of power, civil commotion, riot, strike, labour unrest or any political or communal unrest.

6.7.6 **Force Majeure:** Force Majeure shall mean any act of God including, but not limited to flood, earthquake, riot, war, storm, tempest, civil commotion, strike, labour unrest or any political or communal unrest. Neither of the Parties shall be regarded to have committed any breach of the terms herein if it is prevented from discharging any of its obligations due to any condition amounting to Force Majeure or circumstances beyond its control.

6.7.7 **Breach of Contract:** In case of breach of any of the provisions herein, the party in breach shall be liable to pay such damages as determined by the Tribunal mentioned in Clause 7, but no party shall be entitled to terminate this Agreement without the consent of the other party in writing.

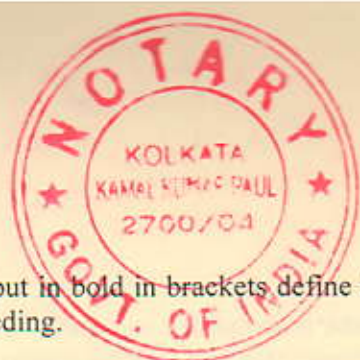
6.7.8 **Not Partnership:** This Agreement will not be deemed to be or treated as a partnership of the Parties under the Partnership Act, 1932.

6.7.9 **Rules of Interpretation:** The words used in bold in the headings of the Clauses and any Sub-Clauses have the meaning assigned to them in such

- Skgadia
- Vik. Agarwal
- G. R. S.
- J. M. M.
- An. Balakrishnan
- Bimal Kumar Sharma
- Anurag

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Clauses or Sub-Clause and the words put in bold in brackets define the word, phrase or expression immediately preceding.

7. **Arbitration:** All disputes between the Parties relating to this Agreement or its interpretation shall be referred to the Arbitration of such a person as mutually agreed (the "Tribunal"). In case no agreement can be reached in selecting the person, the Tribunal shall consist of three arbitrators one each to be appointed by the Parties and the third to be appointed by the two arbitrators so appointed. The Tribunal shall proceed summarily and not give any reason for its Award and may give interim Awards and/or directions. The Tribunal may avoid such rules, procedures and/or evidences which can be lawfully avoided by the mutual consent of or directions of the Parties, such consent or direction will be deemed to have been hereby given. The language of the Tribunal shall be English and its proceedings will be held in Kolkata unless otherwise agreed. The award of the Tribunal shall be final and binding upon the Parties.

Schedule-A
[Devolution of Title]
(Part-I)

Whereas:

One Mohuranjan Mohammed Mandal, since deceased, was seized and possessed of and/or otherwise well and sufficiently entitled amongst others all that Rayat Sthitiban Sattya Bisishta Sali land hereditaments and premises admeasuring an area of 6 (six) Cottahs, 0 (zero) Chittack and 0 (zero) Sq. Ft. be the same a little more or less comprised in R.S. Dag No. 596 (Part) in R.S. Khatian No. 49, Pargana Kolikata, Mouza Kaikhali, J.L. No 5, Re. Sa. No. 115, Touzi No. 172, Police Station - Rajarhat within the jurisdiction of the then Sub Registry, Cossipore, Dum Dum and within the local limits of the then Gopalpur-Arjunpur No. 2 Gram Panchayat, District the then 24 Parganas.

And Whereas:

While seizing, possessing and enjoying the aforesaid land the said Mohuranjan Mohammed Mandal, died intestate, leaving behind him surviving his one and only wife Juhurenessa Bibi, as his one and only successor to success and inherit all the estates and properties left by the said Mohuranjan Mohammed Mandal, since deceased, in 16 (sixteen) Anna share in accordance with the provisions of Mohammedan Law of Succession through which the said Mohuranjan Mohammed Mandal, since deceased, was governed during his lifetime.

- ✓ S.K. Gadia
- ✓ V.K. Aggarwal
- ✓ P.K. Saha
- ✓ Janki Munshi
- ✓ An. Bakshi Aggarwal
- ✓ Binmal Kumar Saha
- ✓ Anand Kumar

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Siddhanta Gadia

**And Whereas:**

Thus the said Juhurenessa Bibi, wife of Late Mohuranjan Mohammed Mandal was then absolutely seized and possessed of and/or otherwise well and sufficiently entitled amongst others all that Rayat Sthitiban Sattya Bisishtha (now Rayati Dakhali Sattya Bishistha) Sali land hereditaments admeasuring an area of 6 (six) Cottahs be the same a little more or less comprised in R.S. Dag No. 596 (Part) in R.S. Khatian No. 49 Pargana Kolikata, Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Police Station-Rajarhat, within the jurisdiction of Additional District Sub Registrar, Bidhannagar, Salt Lake City, (previously under Sub Registry, Cossipore, Dum Dum) within the local limits of Gopalpur-Arjunpur No. 2 Gram Panchayat in the District of North 24 Parganas (previously 24 Parganas) free from all encumbrances whatsoever.

And Whereas:

By virtue of a Deed of Family Settlement dated the 19th day of October, 1987 made between Juhurenessa Bibi, wife of Late Mohuranjan Mohammed Mandal, therein described as the party of the First Part and Noor Mohammed Mandal, Din Mohammed Mandal, Firoz Mohammed Mandal, Hyder Ali Mandal therein described as the party of the Second Part and Mohammed Sahidul Islam, Mohammed Bagbul Islam, Mohammad Kabirul Islam therein described as the party of the Third Part and Lal Mohammed Mandal and Golam Mohammed Mandal, Saheed Mohammed Mandal, Rafique Mohammed Mandal, and Habib Mohammed Mandal, therein described as the party of the Fourth Part, all grand sons of Juhurenessa Bibi, in pursuance to her wishes and desire, she as Settlor therein granted, conveyed, transferred, assigned and assured unto and to the use of the said grand sons, the Trustees, all that the Rayat Sthitiban Sartya Bisishtha Sali land hereditaments and premises, each group of grand sons i.e. the Second, Third and Fourth Part, each having undivided 1/3rd share of her properties therein described in the schedule including the properties amongst others all that Rayati Dakhali Sartya Bishistha Sali land hereditaments and premises measuring about 6 (six) Cottahs be the same a little more or less comprised in R.S. Dag No. 596 (part) in R.S. Khatian No. 49, Pargana Kolikata, Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Police Station Rajarhat within the jurisdiction of Additional District Sub Registrar, Bidhannagar, Salt Lake City, (previously under Sub Registry, Cossipore, Dum Dum) within the municipal limits of Gopalpur-Arjunpur No. 2 Gram Panchayat.

And Whereas:

By virtue of a Deed of Conveyance dated the 30th day of December, 1993 the said Noor Mohammad Mandal, Taj Mohammad Mandal, Iyer Mohammed Mandal, Din Mohammed Mandal, Firoz Mohammed Mandal, Hyder Ali Mandal all sons of Mohammed Jalaluddin Mandal, all by nationality Indian, all by faith Muslim, all by

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✓ Sngadia
✓ Vik. Agarwal
✓ G. K. S.
✓ Gauri Munetra.
✓ Om Baksh Agarwal
✓ Binul Kumar Dasg
✓ Kumar



occupation Cultivation, all of Village-Kaikhali, therein collectively referred to as the vendors of the One Part, had indefeasibly sold, conveyed, transferred, released and parted all that piece and parcel of sali land hereditaments admeasuring an area of 6 (six) Cottahs be the same a little more or less together with all rights of easements in R.S. Dag No. 596 (Part), in R.S. Khatian 49, in Mouza Kaikhali, J.L. No. 5, Re Sa No. 115, Touzi No.172, within the jurisdiction of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City, within the local limits of Gopalpur-Arjunpur No. 2 Gram Panchayat, District 24 Parganas, being Scheme Plot No. B, to one Mr. Nathmal Verma and Mr. Saroj Kumar Verma @ Mr. Saroj Kumar Verma both sons of Late Basudeo Verma both of 30/A, Kalakar Street, Police Station Burrabazar, Kolkata 700007, jointly the purchasers therein of the other part, at a valuable consideration mentioned therein, and the said Deed of Conveyance was registered in the office of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City and the same was copied in Book No. I, Volume No. 6, Pages Nos. 57 to 64, being Deed No. 186 for the year 1994.

And Whereas:

Upon purchasing the aforesaid land the said Mr. Nathmal Verma and Mr. Saroj Kumar Verma @ Mr. Saroj Kumar Verma duly mutated their joint names in the records of Rajarhat Gopalpur Municipality and the said Municipality duly assessed the said land as Holding No.AS/36/1948/2003 (it would be contextual to mention that with the formation of Rajarhat-Gopalpur Municipality, the said land came within their purview of the said municipality and initially the said land was under Ward No.27 and thereafter it was under Ward No. 10) and the said Mr. Nathmal Verma and Mr. Saroj Kumar Verma @ Mr. Saroj Kumar Verma also duly mutated their respective names in the records of Block Land & Land Reforms Office, Rajarhat vide L.R. Khatian Nos. 1361, 1362 (during the course of L.R. Settlement Zarip) and since then are paying khajna and taxes thereof, as time to time levied by the respective competent authorities, as the sole and absolute joint owners of the said 6 (six) Cotthas of land in question in equal share.

And Whereas:

That by virtue of the recital hereinabove stated the said Mr. Nathmal Verma and Mr. Saroj Kumar Verma @ Mr. Saroj Kumar Verma, both sons of Late Basudeo Verma, both of 30A, Kalakar Street, Police Station Burrabazar, Kolkata 700007, have jointly seized and possessed of and/or otherwise well and sufficiently entitled all that piece and parcel of land (Bastu by classification) admeasuring an area of 6 (six) Cottahs be the same a little more or less which is equivalent to 9.9 (nine point nine) Decimals comprised in Mouza Kaikhali, J.L. No. 5. Re. Sa. No. 115, Touzi No. 172, in R.S. & L.R. Dag No. 596 (Part) in R.S. Khatian 49 in L.R. Khatian Nos. 1361 and 1362,

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✓ H. K. S.
✓ Gopal mencha
✓ Mr. Balkat Aggarwal
✓ Binmal Kumar Saha
Kumar



within the jurisdiction of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City and within the local limits of Rajarhat Gopalpur Municipality, vide Municipal Holding No. AS/36/1948/2003, Police Station Airport, District North 24 Parganas, being Scheme Plot No. B, morefully and particularly dealt in under Part -I, of the First Schedule therein written.

(Part - II)

And Whereas :

One Jalaluddin Mohammed, since deceased and Jan Mohammed Mandal were jointly seized and possessed of and/or otherwise well and sufficiently entitled to amongst others all that Rayati Sthitiban Sattya Bishistha (now Rayati Dakhali Sattya Bishisthta) Sali land hereditaments admeasuring an area of 26 (twenty six) Sataks and 3 (three) Sataks respectively in R S. Dag No. 596 (Part) in R.S. Khatian 49, Pargana Kalikata, comprised in Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Police Station Rajarhat, within the local limits of Gopalpur Arjunpur No. 2, Gram Panchayat, District 24 Parganas and they were enjoying the same peaceably without any interference from any corner whatsoever.

And Whereas :

While seizing, possessing and enjoying the aforesaid land the said Jalaluddin Mohammed died intestate on 5th day of October, 1968, leaving behind him surviving his wife Shakina Bibi, five sons namely Lal Mohammed Mandal, Golam Mohammed Mandal, Sahid Mohammed Mandal, Rafique Mohammed Mandal, Habib Mohammed Mandal and four daughters Jaheda Bibi, wife of Abul Khayar Mandal, Jarina Bibi wife of Mujibar Rahman, Abiba Bibi, wife of Najimuddin Molla, Aklima Bibi, wife of Jaruddin Ahamed Mallick the predecessor-in-interest, namely Jan Mohammed Mandal, who jointly inherited the properties of the said Jalaluddin Mohammed since deceased, in accordance with the provisions of Mohammaden Law including the aforesaid Rayati Dakhali Sattya Bishistha Sali land hereditaments admeasuring an area of 26 (twenty six) Decimals be the same a little more or less comprised in R.S. Dag No. 596 (Part) in R.S. Khatian 49, Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Police Station - the-then Rajarhat, within the local limits of Rajarhat Gopalpur Municipality, previously under Gopalpur Arjunpur No. 2 Gram Panchayat, District North 24 Parganas.

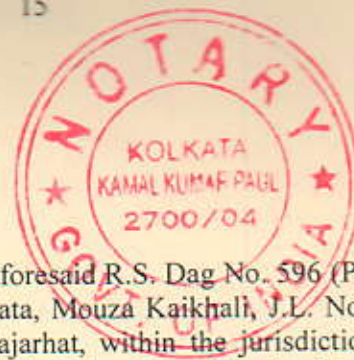
And Whereas :

The said Jahurenessa Bibi, wife of Late Mohuranjan Mohammed Mandal inherited the property from her deceased husband including all that Rayati Sthitiban Sattya Bishistha (now Rayati Dakhali Sattya Bishistha) Sali land hereditaments and premises measuring 3 (three) Cottahs, 3 (three) Chittacks and 5 (five) Sq. Ft. be the same a

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- Binmal Kumar Das
- Anwarul
- Siddharth Gadia

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little more or less being portion of the aforesaid R.S. Dag No. 596 (Part) appertaining to R.S. Khatian No. 49, Pargana Kalikata, Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Police Station Rajarhat, within the jurisdiction of Additional District Sub Registrar Bidhan Nagar Salt Lake City, District North 24 Parganas, within the local limits of Gopalpur Arjunpur No. 2 Gram Panchayat, free from all encumbrances.

And Whereas :

By virtue of a Deed of Family Settlement dated the 19th October, 1987 as stated herein above, the said Shakina Bibi Lal Mohammed Mandal Golam Mohammed Mandal, Sahid Mohammed Mandal, Rafique Mohammed Mandal, Habib Mohammed Mandal, Jaheda Bibi, Jarina Bibi, Abiba Bibi @ Abeda Bibi, Mabilia Bibi and Akhima Bibi @ Akhima Bibi all legal heirs of the said Jalaluddin Mahammed, since deceased, by virtue of the aforesaid Deed of family Settlement became the joint owners of all that Sali land hereditaments admeasuring in area of 26 (twenty six) Sataks and 3 (three) Sataks thus totalling 29 (twenty nine) Sataks in R.S. Dag No. 596 (Part) in R.S. Khatian No. 49, Pargana Kalikata, Mouza Kaikhali, J.L. No. 5. Re. Su. No. 115, Touzi No. 172, Police Station Rajarhat, Additional District Sub Registrar, Bidhan Nagar, Salt Lake City, District North 24 Parganas.

And Whereas :

That by virtue of Deed of Conveyance dated the 30th day of May, 1994, the said Golam Mohammed Mandal, Sahid Mohammed Mondal, Rafique Mohammed Mondal, Habib Mohammed Mondal, all sons of Late Jalaluddin Mondal, Jaheda Bibi, Jarina Bibi, Abeda Bibi, Mabilia Bibi, Akhima Bibi, all daughters of Late Jalaluddin Mondal and Shakina Bibi, wife of Late Jalaluddin Mondal, collectively the vendors therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that demarcated portion of Sali land measuring more or less 2 (two) Cottahs in R.S. Dag No. 596 (Part) appurtenant to R.S. Khatian No. 49, in Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Police Station-Airport (previously Police Station- Rajarhat), District North 24 Parganas, within the jurisdiction of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City, (previously under Gopalpur Arjunpur No. 2 Gram Panchayat) being Scheme Plot No. A-5 to one Mr. Raj Kumar Verma, son of Late Basudeo Verma of 25, Sovabazar, Police Station Shyampukur, Kolkata 700005, the purchaser therein of the other part, at a valuable consideration mentioned therein and the said Deed of Conveyance was registered in the office of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City, copied in Book No. I, Volume No. 76, Pages Nos. 127 to 136 being Deed No. 3451 for the year 1994 free from all encumbrances.

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✓ Siddharth Gadia

**And Whereas :**

The said Mr. Raj Kumar Verma after purchasing the aforesaid land duly mutated his name in the records of Rajarhat Gopalpur Municipality as well as in the records of Block Land & Land Reforms Office Rajarhat, North 24 Parganas and was paying khajna and taxes thereof regularly to the respective competent authorities as the sole and absolute owner of the aforesaid land.

And Whereas :

That by virtue of a Deed of Conveyance dated the 19th day of March, 2005 the said Mr. Raj Kumar Verma, son of Late Basudeo Verma, the vendor therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that Sali land hereditaments admeasuring an area of 2 (two) Cottahs be the same a little more or less being demarcated portion of R.S. Dag No. 596 (Part) appertaining to R.S. Khatian No. 49 in Mouza Kaikhali, J.L. No. 5. Re. Sa. No. 115 in Touzi No. 172, being Scheme Plot No. A-5 within the jurisdiction of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City and within the local limits of Rajarhat Gopalpur Municipality, District North 24 Parganas to one Smt. Anju Verma, wife of Mr. Shiv Kumar Verma, the purchaser therein of the other part, at a valuable consideration mentioned therein and the said Deed of Conveyance was registered in the office of Additional Registrar of Assurances-II, Kolkata and the same was copied in Book No. I, Volume No. 1, Pages Nos. 1 to 18 being Deed No. 02387 for the year 2006.

And Whereas :

Upon purchasing the aforesaid land the said Smt. Anju Verma duly mutated her name in the records of Rajarhat Gopalpur Municipality and the said Municipality duly assessed the said land vide Municipal Holding No. RGM/M/40/06 under the then Ward No. 27 and the said Smt. Anju Verma also mutated her name in the records of Block Land & Land Reforms Office, Rajarhat vide L.R. Khatian No. 1366 and since then the said Smt. Anju Verma is paying khajna and taxes thereof regularly to the respective competent authorities as the sole and absolute owner of the aforesaid land.

And Whereas :

That by virtue of a Deed of Conveyance dated the 30th day of May, 1994, the said Golam Mohammed Mandal, Sahid Mohammed Mandal, Rafique Mohammed Mandal, Habib Mohammed Mandal all sons of Late Jalaluddin Mandal, Jaheda Bibi, Jarina Bibi, Abeda Bibi Mabilia Bibi and Aklima Bibi all married daughters of Late Jalaluddin Mandal and Shakina Bibi, wife of Late Jalaluddin Mandal, collectively the vendors therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that Sali land hereditaments admeasuring an area of 3 (three) Cottahs be the same a little more or less being Scheme Plot No. A-4 together with all

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✓ Mr. Bhabhat Agarwal
✓ Bimal Kumar Saha
✓ Kunalendu



rights of easements comprised in R.S. Dag No. 596 (Part) in R.S. Khatian No. 49, Pargana - Kalikata, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, in Mouza Kaikhali, Police Station - Rajarhat, within the jurisdiction of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City, within the local limits of Gopalpur-Arjunpur No.-2 Gram Panchayat, District North 24 Parganas to one Mr. Hari Prakash Verma, son of Mr. Basudeo Verma. the purchaser therein of the other part, at a valuable consideration mentioned therein, and the said Deed of Conveyance was registered in the office of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City, copied in Book No. I, Volume No. 76, Pages Nos. 117 to 126, being Deed No. 3450 for the year 1994.

And Whereas :

That by virtue of a Deed of Conveyance dated the 19th day of March 2005, the said Hari Prakash Verma, son of Late Basudeo Verma, the vendor therein of the one part, had indefeasibly sold, conveyed, transferred, released and parted the said land measuring 3 (three) Cottahs in R.S. Dag No. 596 (Part) in R.S. Khatian No. 49 in Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172 being Scheme Plot No. A-4 to the said Smt. Anju Verma, wife of Mr. Shiv Kumar Verma, the purchaser therein of the other part, at a valuable consideration mentioned therein and the said Deed of Conveyance was registered in the office of Additional Registrar of Assurances-II, Kolkata, and the same was copied in Book No. I. Volume No. 1, Pages Nos. 1 to 17 being Deed No. 02385 for the year 2006, free from all encumbrances.

And Whereas :

Thus by virtue of the recital hereinabove stated the said Smt. Anju Verma, wife of Mr. Shiv Kumar Verma is seized and possessed of and/or otherwise well and sufficiently entitled all that piece and parcel of Bastu land hereditaments admeasuring an area of 5 (five) Cottahs {initially 2 (two) Cottahs and thereafter 3 (three) Cottahs} be the same a little more or less comprised in Scheme Plot No. A-4 and A-5 in Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172 in R.S. Dag No. 596 (Part), R.S. Khatian No. 49 in L.R. Khatian No. 1366. Police Station Airport (previously Rajarhat), within the jurisdiction of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City and within the local limits of Rajarhat Gopalpur Municipality under Ward No. 10 being Municipal Holding No AS/249/10-11 and AS/248/10-11, District North 24 Parganas, Kolkata - 700 052, morefully and particularly dealt in under Part-II of the First Schedule hereinunder appearing, and it would be contextual to mention that the said Smt. Anju Verma could not mutate entire 5 (five) Cottahs of land in the records of Block Land and Land Reforms Office, only could mutate 5 (five) Decimals in L.R. Khatian No. 1366.

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- Siddharth Gadia

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Part - III

And Whereas :

One Jalaluddin Mohammed, since deceased was the sole and absolute owner of all that piece and parcel of Sali land hereditaments admeasuring an area of 26 (twenty six) Sataks in R.S Plot Dag No. 596 (part) in RS. Khatian 49. Pargana Kalikata, Mouza - Kaikhali. J.L. No. 5. Re Sa. 115, Touzi No 172, Police Station -Airport, Sub Registry, the Ihen Cossipore Dum Dum, within the local limits of Gopalpur-Arjunpur No 2, Gram Panchayat, District 24 Parganas, free from all encumbrances whatsoever.

And Whereas :

The said Jalaluddin Mohammed died intestate on 5th day of October, 1968 leaving behind him surviving his wife Shakina Bibi, five sons namely Lal Mohammed Mandal, Golam Mohammed Mandal, Sahid Mohammed Mandal, Rafique Mohammed Mandal, Habib Mohammed Mandal and five married daughters namely Jaheda Bibi, Jarina Bibi, Abeda Bibi, Mabilia Bibi and Aklima Bibi and Shakina Bibi, wife of Late Jalaluddin Mondal, who jointly inherited the properties of the said Jalaluddin Mohammed, since deceased, in accordance with the provisions of Mohammedan Law through which the said Jalaluddin Mohammed, since deceased, was governed during his lifetime.

And Whereas :

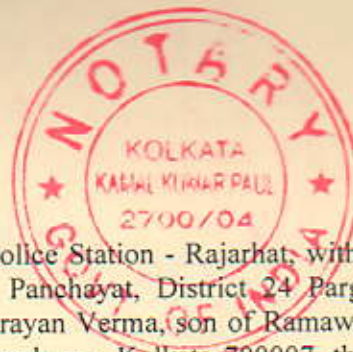
The said Shakina Bibi and ten others as aforesaid by mutual arrangement and agreement among themselves absolutely seized and possessed of and/or otherwise well and sufficiently entitled all that demarcated piece and parcel of Rayati Dakhali Sattya Bishistha Sali land hereditaments admeasuring an area of 4 (four) Cuttaha be the same a little more or less out of the land of 26 (twenty six) Decimals comprised in R.S, Plot Dag No. 596 (Part) in R.S. Khatian No. 49, in Mouza Kaikhali, free from all encumbrances.

And Whereas :

By virtue of a Deed of Conveyance dated the 30th day of May, 1994 the said Golam Mohammed Mandal, Sahid Mohammed Mandal, Rafique Mohammed Mandal, Habib Mohammad Mandal, all sons of Late Jalaluddin Mohammad, Jaheda Bibi, Jarina Bibi, Abeda Bibi, Mabilia Bibi and Aklima Bibi, all daughters of Late Jalaluddin Mohammad, and Shakina Bibi, wife of Late Jalaluddin Mohammad, collectively the Vendors therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that Rayati Dakhali Sattya Bishistha Sali land hereditaments and premises admeasuring an area of 4 (four) Cuttaha be the same a little more or less comprised in Mouza Kaikhali, J.L. No. 5, Re. Su. No. 115, Touzi No. 172 in R.S. Plot

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- Gunt munetra.
- Mr. Prakash Agarwal
- Binmal Kumar Saha
- Khuraylu
- Srgadia



Dag No. 596 (Part), R.S. Khatian No. 49, Police Station - Rajarhat, within the local limits of Gopalpur Arjunpur No. 2 Gram Panchayat, District 24 Parganas being Scheme Plot No. A1, to the said Sri Satyanarayan Verma, son of Ramawatar Verma, P-30/A, Kalakar Street, Police Station - Burrabazar, Kolkata 700007, the Purchaser therein of the other part, at a valuable consideration mentioned therein and the said Deed of Conveyance was registered in the office of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City and the same was copied in Book No. I, Volume No. 76, Pages Nos. 137 to 146 being Deed No. 3452 for the year 1994.

And Whereas :

That upon purchasing the aforesaid plot the said Sri Satyanarayan Verma duly mutated his name in the records of Block Land & Land Reforms Office, Rajarhat during the course of L.R. Settlement Zarip vide L.R. Khatian No. 1363 and since then is paying khajna thereof regularly as the sole and absolute owner of the said land in question. Sri Satyanarayan Verma also mutated his name in respect of his aforesaid purchased property in the records of Rajarhat Gopalpur Municipality, vide Municipal Holding No. AS/241/BL-KC/10-11 and is paying municipal taxes thereof regularly as the sole owner.

And Whereas :

Thus by virtue of the recital hereinabove stated the said Sri Satyanarayan Verma, son of Ramawatar Verma is seized and possessed of and/or otherwise well and sufficiently entitled all that piece and parcel of Bastu land hereditaments admeasuring an area of 4 (four) Cuttaha be the same a little more or less together with all rights of easements comprised in R.S. Plot Dag No. 596 (Part) in R.S. Khatian 49, L.R. Khatian No. 1363, Pargana Kalikata, Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Police Station - Airport (previously Rajarhat) Kolkata 700052 within the jurisdiction of Additional District Sub Registrar Bidhan Nagar, Salt Lake City, (previously Sub Registry Cossipore Dum Dum), within the local limits of Rajarhat Gopalpur Municipality under Ward No. 10, being Municipal Holding No. AS/241/BL-KC/10-11, being Scheme Plot No. A-1 (previously under Gopalpur-Arjunpur No. 2 Gram Panchayat) District 24 Parganas (North), morefully and particularly dealt in under Part - III of the First Schedule therein written.

Part - IV

And Whereas :

That by virtue of a Deed of Conveyance dated the 30th day of May, 1994 the said Golam Mohammed Mandal, Sahid Mohammed Mandal, Rafique Mohammed Mandal, Habib Mohammed Mandal, all sons of Late Jalaluddin Mandal, Jaheda Bibi, Jarina

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Bibi, Mabia Bibi, Abeda Bibi, Aklima Bibi, all daughters of Late Jalaluddin Mohammed and Shakina Bibi, wife of Late Jalaluddin Mohammed collectively the vendors therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that piece and parcel of Rayati Dakhali Sattya Bishistha Sali land hereditaments and premises measuring 4 (four) Cuttaha be the same a little more or less being Scheme Plot No. A2 together with all rights of easement in Mouza Kaikhali, J.L. No 5, Re. Sa. No. 115, Touzi No. 172. in R.S. Plot Dag No 596 (part), R.S. Khatian 49. Police Station - Rajarhat, within the jurisdiction of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City and within the local limits of Gopalpur-Arjunpur No. 2 Gram Panchayat, District North 24 Parganas, to the said Mr. Nand Lal Verma, son of Mr. Ramawatar Verma of 30/A, Kalakar Street, Police Station - Burrabazar, Kolkata - 700 007, the purchaser therein of the other part, at a valuable consideration mentioned therein, and the said Deed of Conveyance was registered in the office of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City and the same was copied in the Book No. I, Volume No. 76, Pages Nos. 147 to 156 being Deed No. 3453 for the year 1994.

And Whereas :

Upon purchasing the aforesaid land the said Sri Nand Lal Verma, duly mutated his name in the records of Block Land & Land Reforms Office, Rajarhat vide L.R. Khatian No. 1365, during the course of L.R. Settlement Zarip and since then is paying khajna thereof regularly as the sole and absolute owner of the aforesaid land in question and simultaneously the said Sri Nand Lal Verma, also mutated his name in the records of Rajarhat Gopalpur Municipality vide Municipal Holding No. AS/240/BL-KC/10-11 under Ward No. 10 and is also paying municipal taxes thereof as the absolute owner thereof free from all encumbrances whatsoever.

And Whereas :

Thus by virtue of the recital hereinabove stated the said Sri Nand Lal Verma, son of Late Ramawatar Verma of 30/A, Kalakar Street, Police Station - Burrabazar, Kolkata 700007, is seized and possessed of and/or otherwise well and sufficiently entitled all that Rayati Dakhali Sartya Bishistha Bastu land hereditaments and premises measuring 4 (four) Cuttaha be the same a little more or less being Scheme Plot No. A-2 together with all rights of easements comprised in Mouza - Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, in R.S. Plot Dag No. 596 (part), R.S. Khatian 49, in L.R. Khatian 1365, Police Station - Airport (previously Rajarhat) within the local limits of Rajarhat Gopalpur Municipality under Ward No. 10 vide Municipal Holding No. AS/240/BL-KC/10-11, Kolkata - 700052, (previously under Gopalpur-Arjunpur No. 2 Gram Panchayat), within the jurisdiction of Additional District Sub Registrar. Bidhan Nagar, Salt Lake City (previously under Sub Registry Cossipore Dum Dum), District

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- Binay Kumar Saha
- K. S. S.



North 24 Parganas, morefully and particularly dealt in under Part - IV of First Schedule therein written.

Part - V

And Whereas :

That by virtue of a Deed of Conveyance dated the 30th day of May, 1994 the said Golam Mohammed Mandal, Sahid Mohammed Mandal, Rafique Mohammed Mandal, Habib Mohammed Mandal, all sons of Late Jalaluddin Mohammed, Jaheda Bibi, Jarina Bibi, Abeda Bibi, Mabilia Bibi and Aklima Bibi, all daughters of Late Jalaluddin Mohammed and Shakina Bibi, wife of Late Jalaluddin Mohammed, collectively the vendors therein of the one part, had indefeasibly sold, conveyed, transferred, released and parted all that piece and parcel of Rayati Dakhali Sattya Bishistha Bastu land hereditaments and premises mesuring 4 (four) Cuttaha be the same a little more or less being Scheme Plot No. A3 together with all rights of easements comprised in Mouza Kaikhali. J.L. No. 5, Re. Su. No. 115, Touzi No. 172, in R.S. Plot Dag No. 596 (part), in R.S. Khatian 49, Pargana Kalikata, Police Station Rajarhat, within the jurisdiction of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City, and within the local limits of Gopalpur-Arjunpur No. 2 Gram Panchayat, District North 24 Parganas to the said Sri Shiv Kumar Verma, son of Ramawatar Verma, the purchaser therein of the other part, at a valuable consideration mentioned therein and the said Deed of Conveyance was registered in the office of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City, copied in Book No. I, Volume No. 76, Pages Nos. 157 to 168 being Deed no. 3454 for the year 1994.

And Whereas :

That upon purchasing the aforesaid land the said Sri Shiv Kumar Verma duly mutated his name in the records of Block Land & Land Reforms Office, Rajarhat vide L.R. Khatian No. 1364, during the course of L.R. Settlement Zarip and since then is paying khajna thereof regularly as the sole and absolute owner of the aforesaid land in question simultaneously the said Sri Shiv Kumar Verma also mutated his name in the records of Rajarhat Gopalpur Municipality and the said municipal authority duly assessed the said land vide Holding No. AS/246/BL-KC/10-11 and is also paying taxes thereof to the said municipal authority.

And Whereas :

Thus by virtue of the recital hereinabove stated the said Sri Shiv Kumar Verma son of Ramawatar Verma is seized and possessed of and/or otherwise well and sufficiently entitled all that Rayati Dakhali Sattya Bishistha Bastu land hereditaments and premises measuring 4 (four) Cuttaha be the same a little more or less being Scheme Plot No. A3, together with all rights of easements comprised in Mouza - Kaikhali, J.L.

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- SKGadia
- V.K. Agarwal
- Tg. to St.
- Gunt munetra.
- An. Bollen Agarwal
- Bimal Kumar Saha
- Kumaupur
- Gadia



No. 5, Re. Sa No. 115, Touzi No. 172, in R.S. Plot Dag No 596 (Part) R.S, Khatian 49, corresponding to L.R. Khatian No. 1364. Police Station - Airport (previously Rajarhat), Kolkata 700052, within the jurisdiction of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City, (previously under Sub Registry Cossipore Dum Dum) within the local limits of Rajarhat Gopalpur Municipality under Ward No. 10, (previously under Gopalpur Arjunpur No, 2 Gram Panchayat) being Municipal Holding No. AS/ 246/BL-KC/10-1 I, Distnet North 24 Parganas.

And Whereas :

That by virtue of a Deed of Conveyance dated the 29th day of April, 2013 the said Shiv Kumar Verma, Nand Lal Verma, Satya Narayan Verma, Anju Verma, Saroj Kumar Verma and Nathmal Verma had indefeasibly sold, conveyed, transferred, released and parted all that piece and parcel of Rayati Dakhali Sattya Bishistha Bastu land morefully described in the Schedule "B" here under written to the Owners herein at a valuable consideration mentioned therein and the said Deed of Conveyance was registered in the office of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City, recorded in Book No. I, CD Volume No. 4, Pages Nos. 2838 to 2878 being Deed no. 1389 for the year 2013.

And Whereas :

That upon purchasing the aforesaid land the Owners herein, duly mutated their names in the records of Block Land & Land Reforms Office, Rajarhat vide L.R. Khatian Nos. 1993, 1994, 1995 & 1996, and since then is paying khajna thereof regularly as the absolute joint owners of the aforesaid land, simultaneously also mutated their names in the records of Rajarhat Gopalpur Municipality and the said municipal authority duly assessed the said land vide Holding No. AS/10/247/BL-KC/13-14 and is also paying taxes thereof to the said municipal authority and is in possession and control of the **Said Land** and there is no encumbrance in respect thereof.

**Schedule-B
[Premises]**

All That piece and parcel of Bastu land hereditaments admeasuring an area of 23 (twenty-three) Cottahs, 0 (zero) Chittack and 0 (zero) Sq. Ft. which is equivalent to 37.95 (thirty seven point nine five) Decimals be the same a little more or less together with Kutcha Structure standing thereon measuring 300 (three hundred) Sq. Ft. comprised in Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, in R.S. and L.R. Dag No. 596 (Part) in R.S. Khatian No 49 in L.R. Khatian Nos. 1361, 1362, 1363, 1364, 1365 and 1366, present L.R. Khatian Nos. 1993, 1994, 1995 & 1996 being Scheme Plot No. A-1, A-2, A-3, A-4 and A-5 under Ward No. 10 of Rajarhat

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No. 2700/04
C.M.M's. Court
2 & 3 Bankshall Street
Kolkata-700 001

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- Srigadia
- V.K. Agarwal
- T. P. S.
- Janki mencha.
- An. Babbar Agarwal
- Bimal Kumar Das
- Kumaupur



Gopalpur Municipality vide Municipal Holding/ Nos. AS/10/247/BL-KC/13-14, Kolkata 700052, Sardarpara, Police Station Airport (previously under Police Station Rajarhat and presently Baguihati), within the jurisdiction of Additional District Sub Registrar, Bidhannagar, Salt Lake City, District North 24 Parganas.

- On the North :** By partly by Land of R.S. & L.R. Plot Dag Nos. 593, 595, 590
- On the South :** By Land of R.S. & L.R. Plot Dag Nos. 596
- On the East :** By partly by Land of R.S. & L.R. Plot Dag Nos. 599, 598.
- On the West :** By partly by 16' (sixteen feet) wide road and partly by Land of R.S. & L.R. Plot Dag No. 596.

Schedule-C
(Specification of Construction)

1. **Foundation :**
Reinforced concrete cement Structure.
2. **Wall Finish :**
Interior : Conventional brickwork with Plaster of Paris.
Exterior : Cladding or Cement or textured paint.
3. **Flooring :**
Bedrooms : Vitrified Tiles.
Living / Dining Area : Vitrified Tiles.
4. **Kitchen :**
Anti Skied Tiles.
Granite Platform.
SS Sink.
Ceramic Tiles upto 4 ft. above the counter
Electrical point for refrigerator.
5. **Toilet :**
Anti Skied Tiles
Wall Tiles fitted upto Door Height.
Sanitary Ware of reputed make.
Electrical Point for Geyser.

- S.K. Gadia
- V.K. Agarwal
- Ag. P. S. S.
- Gunt. murecha.
- Mr. B. K. Agarwal
- Bimal Kumar Saha
- Munaypur
- Siddharth Gadia

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6. **Electricals :**
 AC point in MBR and living and dinning room.
 Cable TV and telephone wiring .
 Adequate 16 AMP and 6 AMP electrical points.
 Concealed copper wiring with central MCB of reputed brands.
 Modular Switches.
7. **Entrance Lobby.**
8. **Others :**
 24-hours Water Supply from captive and deep tube wells.
 Generator back up.
 Wooden flush door of reputed make.
 Aluminum Anodised sliding window.
 Gymnasium.
 Intercom.
 Community Hall.
 All important point to be managed by well trained personnel/security guards.
 CCTV Facility.
 (Condition Apply).

(Upgradation : Increased costs due to any Up-gradation of the specifications given in the Fifth Schedule (specification). In this regard it is clarified that (1) the Buyer can seek specific up-gradation only once, (2) the Seller shall have absolute discretion in agreeing to such up-gradation , (3) written instruction for specific up-gradation shall have to be given by the Buyer to the Seller/ Developer (4) if acceptable , the Seller/ Developer shall signify consent to the proposed specific up-gradation and give a cost estimate for the same, in writing and (5) within 15 (fifteen) days of the said consent and cost estimate, the Buyer shall have to pay the estimated amount, failing which the up-gradation instruction shall be deemed to have been perpetually waived and abandoned by the Buyer).

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15 OCT 2012

✓ Srgadia
 ✓ V.K. Agarwal
 ✓ R. to S.
 ✓ Gunt munda
 ✓ An. Prakash Agarwal
 ✓ Binay Kumar Solna
 ✓ Anurag
 ✓ Siddharth Gadia



8. Execution: In witness whereof the Parties have executed these presents on this the 15th day of October 2013.

Signed, executed and delivered by the Owners in the presence of:

1. Richard Mr. Sanyal
Advocate.

2. Aparajita Chatterjee
Advocate

For RAINBOW PROPERTIES
For RAINBOW BUILDERS

✓ OPA Dr. Anil Kant Agarwal
 ✓ VKA V.K. Agarwal
 ✓ GM Gautam Menon
 ✓ RS Rajiv R. S.
 ✓ BL Bimal Kumar Lohia
 ✓ KMC Kumar
 ✓ Sd. G Siddhant Gadia

For EMERALD INFRA PROJECTS
For EMERALD CONSTRUCTIONS

✓ OPA Dr. Anil Kant Agarwal
 ✓ VKA V.K. Agarwal
 ✓ GM Gautam Menon
 ✓ RS Rajiv R. S.
 ✓ BL Bimal Kumar Lohia
 ✓ KMC Kumar
 ✓ Sd. G SKGadia

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Signed, executed and delivered by the Developer in the presence of:

- 1. Nishant Kr. Saraf Advocate.
- 2. Aparajita Chatterjee Advocate.

✓ SHIVOHAM BUILDERS PVT. LTD.
 ✓ R. S. Ghosh Director

✓ SHIVOHAM BUILDERS PVT. LTD.
 ✓ B. B. Banerjee Director

✓ SHIVOHAM BUILDERS PVT. LTD.
 ✓ KMC Director



Drafted by me, Nishant Kr. Saraf Advocate.
 Mr. Nishant Kr. Saraf, Advocate
 Nishant Kr. Saraf Advocates
 8, Old Post Office Street,
 2nd Floor, Kolkata 700 001.
 Email: nishantsaraf1976@gmail.com

Identified by me
 Only Signature
Anubrata Dhar, Advocate
 CMM's Court, Kolkata-1

✓ KAMAL KUMAR PAUL
 NOTARY GOVT. OF INDIA
 Regd. No. 2700/04
 C.M.M.s. Court
 2 & 3 Bankshall Street
 Kolkata-700 001

Signature Attested Only
 on Identification of Advocate

✓ Kamal Kumar Paul
 NOTARY GOVT. OF INDIA
 Kolkata, West Bengal
 15.10.13

15 OCT 2013

MEMO OF CONSIDERATION

RECEIVED on and from the within named Developer the within mentioned the total sum of Rs. 1,00,000/- (Rupees One Lacs) only being the security deposit of these presents:-

Dated	Cheque No.	Bank	Amount (Rs.)
15-10-2013		Cash - Rainbow Properties	→ Rs. 25,000/-
15-10-2013		Cash - Rainbow Builders	→ Rs. 25,000/-
15-10-2013		Cash - Emerald Constructions	→ Rs. 25,000/-
15-10-2013		Cash - Emerald Infra Projects	→ Rs. 25,000/-



Total 1,00,000/-

(Rupees One Lacs) Only

SHIVOHAM BUILDERS PVT. LTD.

RS 75 To *[Signature]*
Director

SHIVOHAM BUILDERS PVT. LTD.

Bimal Kumar Sharma
BL Director

SHIVOHAM BUILDERS PVT. LTD.

KMC *[Signature]*
Director

15 OCT 2013