

Anadi Nath Bandh

Anadi Nath Bandhopadhyay, Sri Ashim Kumar Bandhopadhyay and Sri Ananta Kumar Bandhopadhyay.

AND WHEREAS said Bhupati Mohan Bandhopadhyay died on 15/03/1992 and after demise of said Bhupati Mohan Bandhopadhyay above Sri Arun Uday Bandhopadhyay, Sri Anadi Nath Bandhopadhyay, Sri Ashim Kumar Bandhopadhyay and Sri Ananta Kumar Bandhopadhyay jointly filled a probate case vide case no. 368 before the District Judge at Barasat in the year 1995 and necessary order of probate had been passed by the learned Court under Section 276 of the Indian Succession Act 1925.

AND WHEREAS after grant of the probate of Will the above Sri Arun Uday Bandhopadhyay, Sri Anadi Nath Bandhopadhyay, Sri Ashim Kumar Bandhopadhyay and Sri Ananta Kumar Bandhopadhyay became absolute joint owners as written in the said Will.

AND WHEREAS said Sri Ananta Kumar Bandhopadhyay gifted his property to the present Land Owner by dint of a registered Deed of Gift dated 29/08/2003, which was registered at A.D.S.R. Barrackpore, entered in Book No. I, being No. 6420 and gifted another plot of land measuring an area 11 Chittak 1.23 Sq.ft. which was registered at A.D.S.R. Barrackpore, entered into Book No. I, being No. 11106 for the year 2012 and also gifted the area of land measuring an area 10 Chittacks 14 Sq.Ft. along with structure to the present

M/S. KAJAL SAMADDAR
Proprietor
Kajal Samaddar

Aradi Nethi Bay.

Land Owner dated 02/01/2018, which was registered at A.D.S.R. Barrackpore, entered in Book No. I, being No. 18.

AND WHEREAS Sri Arun Uday Bandhopadhyay alias Banerjee gifted the area of land measuring 14 Chittacks 2 Sq.Ft. along with structure to the present Land Owner dated 01/03/2004, which was registered at A.D.S.R. Barrackpore, entered in Book No. I, being No. 1270 and also gifted the area of land measuring 5 Chittacks 21 Sq.Ft. along with structure to the present land owner dated 11/01/2018, which was registered at D.R. Barasat, entered in Book No. I, being No. 232.

AND WHEREAS Sri Ashim Kumar Banerjee gifted the area of land measuring 8 Chittacks 2 Sq.Ft. to the present land owner dated 01/11/2018, which was registered at A.D.S.R. Barrackpore, entered in Book No. I, Volumn No. 1505 – 2018, Pages from 145175 to 145197, being No. 5000 and also gifted the area of land measuring 4 Chittacks 20 Sq.Ft. to the present land owner dated 01/11/2018, which was registered at A.D.S.R. Barrackpore, entered in Book No. I, Volumn No. 1505 – 2018, Pages from 145198 to 145220, being No. 4997.

AND WHEREAS after obtaining the aforesaid property by way of separate gift Deed and by according to the Will the present Land Owner became absolute owner of the area of land

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4 Cottah 4 Chittacks including common passage along with structure and muted his name in the Barrackpore Municipality, Ward No. 6, Holding No. 46 (28), Thakur Ramkrishna Main Road and paying taxes regularly in the authority concern and has been enjoying each and every part of the said premises absolutely free from all encumbrances, interference and disturbance of any other persons or persons whatsoever.

AND WHEREAS each and every part of the said premises is free from all encumbrances, charges, lines, impendence, attachments, trusts, acquisition and/or requisition etc. whatsoever or howsoever nature and the LAND OWNER have good free and clear marketable title of the said premises with right to assign and transfer their title to the Third Parties.

AND WHEREAS the said Land Owner is desirous to developing the said premises by demolition of the existing structure and constructing a multi-storied building in accordance with the sanction building plan to be sanction by Local Barrackpore Municipality.

AND WHEREAS the said Land owner hereto has every right and authority to enter into this present Agreement with the Developer and have no difficulty in fulfilling all its obligations so contained in this present Agreement.

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Proprietor

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AND WHEREAS upon the aforesaid representation of the land owner and subject to verification of the title of the land owner concerning the said premises, the Developer has agreed to develop the said premises in accordance with the sanctioned building plan on the terms and conditions hereinafter appearing.

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

- a) The land owner do hereby agreed and declare that he will take quick necessary steps to mutate his name in the R.O.R. and Local Municipal Office and paid up to date taxes and rents etc. in his own name in that respect the Land Owner bear the all expenses.
- b) That the Land Owner hereby grant exclusive right to the Developer to undertake new construction after demolishing the existing structure standing on the said premises in accordance with the plan or plans to be sanctioned by the Barrackpore Municipality.
- c) That all applications, plans and other papers and documents as may be required by the developer for the purpose of obtaining necessary sanction from the competent authorities shall be prepared by the Developer

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