

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the _____ day of _____, Two Thousand

Twenty Five (2025) of Christian Era;

BETWEEN

1. **M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED (PAN – AAFCP6006M & CIN NO:- U45400WB2010PTC15141) & DATE OF INCORPORATION: 14/07/2010**), incorporated under the

Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata – 700104, District, South 24 Parganas represented by the Directors namely - **SRI KAMAL KAYAL (PAN- AGAPK272LG & AADHAAR NO. 6+2+1+30 200+ & DATE OF BIRTH: 01.01.1+71)** and **SRI AMAL KUMAR KOYAL (PAN-AMSPK3+56G & AADHAAR NO. 5+70 1+25 +332 & DATE OF BIRTH: 0+01.1+72)**, both sons of Sri Pabitra Kanti Koyal, both by religion: Hindu, by occupation: Business, both by Nationality Indian, both are residing at Joka Baruipara, P.O. – Joka, P.S: Thakurpukur, Kolkata – 700104, in the District: 24 Parganas (South), 2) **DEBI RANI DUTTA CHOWDHURY, (PAN: AXWPD6+1+L&AADHAAR NO. 430+0022 63+6 & DATE OF BIRTH: 22/07/1+45)**, wife of Late Samar Dutta Chowdhury, by religion- Hindu, by occupation- Housewife, by Nationality- Indian, residing at 8/2, Kali Kinkar Road, P.O. Barisha, P.S. Thakurpukur, Kolkata - 700008, in the District: 24 Parganas (South) and 3) **SMT. MINATI GHOSH, (PAN: AYDPG5556A&AADHAAR NO. +06+ 2620 5057 & DATE OF BIRTH:06/04/1+71)**, wife of Sri Nitai Pada Ghosh and daughter of Late Samar Dutta Chowdhury, by religion- Hindu, by occupation- Housewife, by Nationality- Indian, residing at Vill & P.O. South Mohanpur, P.S. Magrahat, in the Dist.- 24 Parganas (South), West Bengal: 743610; 4) **ASHIM DUTTA CHOWDHURY, (PAN: ADCPC5174C&AADHAAR NO. 776+7153 7+82 & DATE OF BIRTH:02/07/1+52)**, by occupation- Service, son of Late Sudhindra Nath Dutta Chowdhury, by religion- Hindu, by Nationality- Indian, residing at 506, Diamond Harbour Road, P.O. Barisha, P.S. Thakurpukur, Kolkata - 700008, in the District: 24 Parganas (South) 5) **Amit Dutta Chowdhury, (PAN: ARCPC3012F&AADHAAR NO. +070 +223 52+0 & DATE OF BIRTH:0+04/1+53)**, by occupation- Retired Person, son of Late Sudhindra Nath Dutta Chowdhury, by religion- Hindu, by Nationality- Indian, residing at 506, Diamond Harbour Road, P.O. Barisha, P.S. Thakurpukur, Kolkata - 700008, in the District: 24 Parganas (South) 6) **Somen Dutta Chowdhury (PAN: ADQPD51+2P&AADHAAR NO. 4+6 5364 2405 & DATE OF BIRTH:1/11/1+54)**, by occupation- Service, son of Late Sudhindra Nath Dutta Chowdhury, by religion- Hindu, by Nationality- Indian, residing at 41/17/4C, kailash Ghosh Road, Choarmore, Dhara Para, P.O. Barisha, P.S. Haridevpur, Kolkata - 700008, in the District: 24 Parganas (South) 7) **MILY DUTTA CHOWDHURY alias MILY MITRA (PAN: AFYPD5413R&AADHAAR NO. 5454 67+1 01+ & DATE OF BIRTH:2+0+1+57)** by occupation- Service, wife of Sri Chandan Kanti Mitra and daughter of Late Sudhindra Nath Dutta Chowdhury, by religion- Hindu, by Nationality- Indian, residing at 506, Diamond Harbour Road, P.O. Barisha, P.S. Thakurpukur, Kolkata - 700008, in the District: 24 Parganas (South) +) **LILI BOSE ALIAS LILY BASU (PAN: dgfpb+174j & AADHAAR NO. 5235 4+00 +165 & DATE OF BIRTH:0+03/1+53)**, by occupation- Housewife, wife of Sri Samar Bose and daughter of Late Sudhindra Nath Dutta Chowdhury, by religion- Hindu, by Nationality- Indian, residing at Village- Kamarpole, P.O. Sarisha, P.S. Diamond Harbour, Pin Code - 743368, in the District: 24 Parganas (South) and) **Smt. Anjali Roy Chowdhury (PAN: AOJPR4167C & AADHAAR NO. 2+8 6+55 22+0 & DATE OF BIRTH:1+0+1+85)**, by occupation- Business, wife of Late Ajit Kumar Roy Chowdhury, by religion- Hindu, by Nationality- Indian, residing at 71/2, Diamond Harbour

Road, P.O. Barisha, P.S. Thakurpukur, Kolkata - 700008, in the District: 24 Parganas (South) West Bengal, India, appointed by the strength of a "**DEVELOPMENT POWER OF ATTORNEY**", dated 20th day of **November, 2024**, which was duly registered at the office of the **District Sub-Registrar II at Alipore**, which was duly recorded in **Book No. I, Volume No. 1602-2024, Page from 506722 to 506757, Being No. 1602-15407 for the year 2024**, hereinafter called and referred to as the **→OWNERS/FIRST PARTIES→** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

AND

BIGVISION UST DEVELOPERS LLP, (PAN: ABAFB7+60L) (DATE OF INCORPORATION: 21/02/2023) (GST NO. 1-ABAFB7+60L1Z1) (LLP/CIN NO: ACA-0274)(TAN NO: CALB24307D) a Limited Liability Partnership Firm having its registered Office at 75/27A, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata - 700038, in the District: 24 Parganas (South) West Bengal, India, duly represented by its **Authorized Signatory of the said Firm namely - SRI SOURAV ROY, (PAN - ALHPR0226K, & AADHAAR NO- 42+4 6400 670+1 & DATE OF BIRTH: 06/0+1+76) (MOBILE NO. +91 98746 75024)**, son of Sri Subrata Roy, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 67/1, S. N. Roy Road, Post - Sahapur, Police Station - New Alipore, Kolkata - 700038, in the District - 24 Parganas (South) West Bengal, India, hereinafter called and referred to as the **→DEVELOPER/CONFIRMING PARTY→** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, administrators, legal representatives, successors, successors-in-office and/or assigns) of the **SECOND PART.**

AND

_____ (**PAN: _____ & AADHAAR NO. _____ & DATE OF BIRTH. _____**) (**MOBILE NO. _____**) son/daughter/wife of _____, by Occupation - _____, by faith - Hindu/ Christian/Muslim, by Nationality - Indian, residing at _____, _____ Road, Post: _____, Police Station: _____, Kolkata - _____, West Bengal, India, hereinafter solely/jointly called and referred to as the **"PURCHASER/S"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include h is/her/their respective heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART;**

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

RECITAL

LOT "A"

PREMISES NO. 145, D. H. ROAD.

WHEREAS one **Sri Himangshu Bhusan Dutta Chowdhury**, son of Late Sarat Chandra Dutta Chowdhury, was the recorded owner in the **R.S. Record of Right** in respect of Bastu land with two storied residential building measuring more or less **2 Cottahs 13 Chittaks 0 Sq. Ft.** lying and situated at **Mouza- Purba Barisha, J.L. No. 23, Part of Dag No. 55, Khatian No. 2576, Ward No. 123, KMC Premises No. 145, Dimond Harbour Road, Borough No. XVI, within the local limits of Kolkata Municipal Corporation S.S. Unit under jurisdiction A.D.S.R. Behala, in the District South 24 Parganas.**

AND WHEREAS while owning and possessing the aforesaid property as absolute owner said **Sri Himangshu Bhusan Dutta Chowdhury** died intestate on or about **14th day of April 1986**, leaving behind him his only wife namely- **Smt. Sova Rani Dutta Chowdhury**, alongwith his **three sons** namely- **1) Sri Debi Prasad Dutta Chowdhury, 2) Sri Jyoti Prasad Dutta Chowdhury and 3) Sri Kshiti Prasad Dutta Chowdhury** and also his **two married daughters** namely- **4) Smt. Chhaya Rani Bose**, wife of Late Asit Bose and **5) Smt. Padma Barua**, wife of Sri Subhebdut Barua, as his legal heirs and successors according to the meaning of **Hindu Law of Succession under the Rule of Dayabhaga School of Hindu Law of Succession Act. 1956** and to inherited the aforesaid property jointly and each of them inherited undivided **1/6th Share** in the said property equally.

AND WHEREAS thereafter for proper demarcated and delineated of the aforesaid property one registered **Deed of Declaration (Boundary)** was duly registered by all the Owners on **dated 17.07.1996**, which was recorded in **Book No. I, Being Deed No. 3130, for the year 1996, in the office of A.D.S.R. Behala.**

AND WHEREAS during enjoyment the same the said **Smt. Sova Rani Dutta Chowdhury** widow of Late Himangshu Bhusan Dutta Chowdhury **died intestate on 25th July, 2004**, and after her demise her all sons and daughters inherited her undivided **1/6th Share** under the aforesaid property by way of inheritance.

AND WHEREAS thus by virtue of aforesaid law of inheritance the said **1) Sri Debi Prasad Dutta Chowdhury, 2) Sri Jyoti Prasad Dutta Chowdhury, 3) Sri Kshiti Prasad Dutta Chowdhury, 4) Smt. Chhaya Rani Bose**, wife of Late Asit Bose and **5) Smt. Padma Barua**, wife of Sri Subhebdut Barua, became the absolute joint Owners in respect of the aforesaid property.

AND WHEREAS thereafter said **1) Sri Debi Prasad Dutta Chowdhury, 2) Sri Jyoti Prasad Dutta Chowdhury, 3) Sri Kshiti Prasad Dutta Chowdhury, 4) Smt. Chhaya Rani Bose**, wife of Late Asit Bose and **5) Smt. Padma Barua**, wife of Sri Subhendut Barua, sold, transferred and conveyed of **ALL THAT** piece and parcel of Bastu land measuring about **7 Chittaks 23 Sq. Ft.** more or less out of **2 Cottahs 13 Chittaks** more

or less lying and situated at **Mouza: Purba Barisha, P.S. Thakurpukur, J.L. No. 23, Part of Dag No. 55, Khatian No. 2576, Ward No. 123, Premises No. 145, Diamond Harbour Road, Borough No. XVI, within the local limits of the Kolkata Municipal Corporation S.S. Unit**, under the jurisdiction of the A.D.S.R.O. Behala, in the District South 24 Parganas, to one **M/S. PABITRA CONSTRUCTIONS PVT. LTD.** by a **Deed of Conveyance dated 29th day of January 2016**, and the said Deed was duly registered in the office of the **Additional District Sub-Registrar at Behala** and the same was duly recorded in **Book No. I, Volume No. 1607-2016, Page 26722 to 26769, Being No. 1607-00729 for the Year 2016.**

AND WHEREAS the said (1) **Sri Debi Prasad Dutta Chowdhury** (2) **Sri Jyoti Prasad Dutta Chowdhury** and (3) **Sri Kshiti Prasad Dutta Chowdhury** (4) **Smt. Chhaya Rani Bose**, wife of Late Asit Bose and (5) **Smt. Padma Barua**, wife of Sri Subhendu Barua decided to develop the said rest portion of **Bastu Land** measuring an area about **2 Cottahs 5 Chittaks 22 Sq. Ft.** lying and situated at **Mouza: Purba Barisha, P.S. Thakurpukur, J.L. No. 23, Part of Dag No. 55, Khatian No. 2576, Ward No. 123, Premises No. 145, Diamond Harbour Road, Borough No. XVI, within the local limits of the Kolkata Municipal Corporation S.S. Unit**, by demolishing the existing pucca buildings and constructing a multi storied building in its place but due to lack of experience and insufficient funds approached to said developer **M/S PABITRA CONSTRUCTIONS PVT. LTD.** to develop the same.

AND WHEREAS the said (1) **Sri Debi Prasad Dutta Chowdhury** (2) **Sri Jyoti Prasad Dutta Chowdhury** and (3) **Sri Kshiti Prasad Dutta Chowdhury** (4) **Smt. Chhaya Rani Bose**, wife of Late Asit Bose and (5) **Smt. Padma Barua**, wife of Sri Subhendu Barua and the said developer had entered into with **M/S PABITRA CONSTRUCTIONS PVT. LTD.** an **Development Agreement** which was duly registered on **11.10.2017** in the office of the A.D.S.R. Behala and recorded in **Book No. I, Volume No. 1607-2017, Pages 266841 to 266883, Being No. 1607-09024 for the year 2017**, along with a **Development Power of Attorney** which was duly registered on **11.10.2017** in the office of the A.D.S.R. Behala and recorded in **Book No. I, Volume No. 1607-2017, Pages 265350 to 265381, Being No. 1607-09039 for the year 2017**, in respect of the aforesaid Property.

AND WHEREAS thereafter said **Kshiti Prasad Dutta Chowdhury** died intestate on **09/02/2018**, leaving behind him his only wife **Smt. Krishna Dutta Chowdhury** and one married daughter namely- **Smt. Arpita Sen** as his legal heirs and both of them became the absolute joint Owners of the said undivided and impartible share of land enjoying the peaceful joint possession and free from all sorts of encumbrances.

AND WHEREAS the said **Debi Prasad Dutta Chowdhury** also died intestate on **18/09/2021**, leaving behind him his only wife namely- (1) **Smt. Mira Dutta Chowdhury** and one son namely- (2) **Sri Subhadip Dutta Chowdhury** and One Daughter namely- (3) **Smt. Chandrima Ghosh**, as his legal heirs and all of them

became the absolute joint Owners of the said undivided and impartible share of land enjoying the peaceful joint possession and free from all sorts of encumbrances.

AND WHEREAS thereafter said (1) Sri Jyoti Prasad Dutta Chowdhury, (2) Smt. Mira Dutta Chowdhury, (3) Sri Shubhadip Dutta Chowdhury, (4) Smt. Chandrima Ghosh, (5) Smt. Krishna Dutta Chowdhury, (6) Smt. Arpita Sen, (7) Smt. Chhaya Rani Bose & (8) Smt. Padma Barua are the absolute joint Owners in possession of the said undivided proportionate share of **Bastu Land** measuring an area about **2 Cottahs 5 Chittaks 22 Sq. Ft.** lying and situated at **Mouza: Purba Barisha, P.S. Thakurpukur, J.L. No. 23, Part of Dag No. 55, Khatian No. 2576, Ward No. 123, Premises No. 145, Diamond Harbour Road, Borough No. XVI, within the local limits of the Kolkata Municipal Corporation S.S. Unit**, under Jurisdiction of Kolkata Municipal Corporation S.S. Unit, as which has been fully mentioned and written in the schedule below, hereinafter called and referred to as the **"SAID PROPERTY"** and the present Owners are being paying all its as Usual Revenues, Rents, Taxes, Khajnas to the Kolkata Municipal Corporation and B.L. & L.R.O. whatsoever in their names.

AND WHEREAS the said (1) Sri Jyoti Prasad Dutta Chowdhury, (2) Smt. Mira Dutta Chowdhury, (3) Sri Shubhadip Dutta Chowdhury, (4) Smt. Chandrima Ghosh, (5) Smt. Krishna Dutta Chowdhury, (6) Smt. Arpita Sen, (7) Smt. Chhaya Rani Bose & (8) Smt. Padma Barua the aforesaid all **OWNERS** herein are now lawfully, absolutely seized and possessed of **ALL THAT** piece and parcel of **Bastu Land** measuring an area about **2 Cottahs 5 Chittaks 22 Sq. Ft.** lying and situated at **Mouza: Purba Barisha, P.S. Thakurpukur, J.L. No. 23, Part of Dag No. 55, Khatian No. 2576, Ward No. 123, Premises No. 145, Diamond Harbour Road, Borough No. XVI, within the local limits of the Kolkata Municipal Corporation (S.S. Unit), having its Municipal Assessee No. 41-123-06-0140-2, in the District South 24-Parganas** and enjoying the same by paying taxes and outgoings to the appropriate authority hereunder and hereinafter referred to as the **"Said Premises"** and are otherwise well and sufficiently entitled to said **PROPERTY** as its absolute **OWNERS** in simple free from all encumbrances.

AND WHEREAS thereafter by a **Deed of Conveyance** duly registered on **19th day of July 2024** the said (1) Sri Jyoti Prasad Dutta Chowdhury, (2) Smt. Mira Dutta Chowdhury, (3) Sri Shubhadip Dutta Chowdhury, (4) Smt. Chandrima Ghosh, (5) Smt. Krishna Dutta Chowdhury, (6) Smt. Arpita Sen, (7) Smt. Chhaya Rani Bose & (8) Smt. Padma Barua jointly sold, transferred and conveyed of **ALL THAT** piece and parcel of **Bastu Land** measuring an area about **2 Cottahs 5 Chittaks 22 Sq. Ft.** lying and situated at **Mouza: Purba Barisha, P.S. Thakurpukur, J.L. No. 23, Part of Dag No. 55, Khatian No. 2576, Ward No. 123, Premises No. 145, Diamond Harbour Road, Borough No. XVI, within the local limits of the Kolkata Municipal Corporation S.S. Unit**, unto in favour of said **M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED**, incorporated under the Companies Act, 1956 having its registered office at 28,

Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata – 700104, District, South 24 Parganas represented by the Directors namely - **SRI KAMAL KAYAL and SRI AMAL KUMAR KOYAL** both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. – Joka, P.S: Thakurpukur, Kolkata – 700104, District 24 Parganas (South) and the said **Deed of Conveyance** duly registered in the office of the **Additional District Sub-registrar at Behala** and duly recorded in **Book No.1, Volume No. 1607-2024, Pages from 170793 to 170829, Being Deed No. 1607-06303 for the year 2024.**

AND WHEREAS after execution of the aforesaid **Deed of Conveyance** the said **Development Agreement** which was duly registered on **11.10.2017** in the office of the **A.D.S.R. Behala** and recorded in **Book No. I, Volume No. 1607-2017, Pages 266841 to 266883, Being No. 1607-09024 for the year 2017**, along with a **Development Power of Attorney** which was duly registered on **11.10.2017** in the office of the **A.D.S.R. Behala** and recorded in **Book No. I, Volume No. 1607-2017, Pages 265350 to 265381, Being No. 1607-09039 for the year 2017**, in respect of the aforesaid Property is null and void and the security deposit adjusted with the sale proceed of the said land with the said Owners from the **M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED.**

AND WHEREAS by way of aforesaid Registered **Deed of Conveyance** the said **M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED**, became the absolute Owner of **ALL THAT** piece and parcel of **Bastu Land** measuring an area about **2 Cottahs 5 Chittaks 22 Sq. Ft.** lying and situated at **Mouza: Purba Barisha, P.S. Thakurpukur, J.L. No. 23, Part of Dag No. 55, Khatian No. 2576, Ward No. 123, Premises No. 145, Diamond Harbour Road, Borough No. XVI, within the local limits of the Kolkata Municipal Corporation (S.S. Unit), and known and numbered with New Assessee No. 41-123-06-0145-1, in the District South 24-Parganas.**

LOT “B”

PREMISES NOS. 147 & 150.

WHEREAS ALL THAT a piece and parcel of **Bastu Land** measuring about **17 Decimal** appertaining to **R.S. Khatian No. 2612 and Part of C.S. & R.S. Dag Nos. 57** and another two **Bastu Lands** measuring **9 Decimal** appertaining to **R.S. Khatian No. 2612 and C.S. & R.S. Dag Nos. 58 AND 6 Decimal** appertaining to **R.S. Dag No. 55/4599, under Khatian No. 2611 and 5 Decimal** of **Tank/Pukur Land** being part of **Dag No. 56** and right of way in passage appertaining to **R.S. Dag Nos. 55/4600 and 55/4601, Khatian No. 2616, Mouza: Purba Barisha, J.L. No. 23, Touzi No. 2-6, 8-10, 11-16, P.S. Behala now Thakurpukur, District 24 Parganas (South) under rent free Samil Khatian No. 1158** and other several properties belonged to **Five Brothers namely- Suresh Chandra Dutta Chowdhury, Jogesh Chandra Dutta Chowdhury, Pulin Behari Dutta Chowdhury, Satish Chandra Dutta Chowdhury, Sarat Chandra Dutta Chowdhury** each

having **Undivided 1/5th Share** therein. The said five brothers inherited aforesaid property left by their father **Nrisinga Dutta Chowdhury**.

AND WHEREAS the said five brothers for solution of difference between them over joint possession of the said joint properties orally and amicably partitioned the said properties by metes and bounds in the year **1947** on the basis of valuation.

AND WHEREAS the said **Suresh Chandra Dutta Chowdhury** who during his lifetime was a Hindu by religion and was governed by the **Dayabhaga School of Hindu Law of Succession Act**, while owning and possessing his aforesaid properties as absolute owner on payment of Municipal Taxes died intestate in the year **1948** leaving behind him his **Two Daughters viz. Jamuna Mitra & Annapurna Basu** and only son namely- **Sri Samarendra Nath Dutta Chowdhury**. The wife of the said **Suresh Chandra Dutta Chowdhury** predeceased her husband. According to the then reasons or provisions of the **Dayabhaga School of Hindu Law of Succession Act**, the said two daughters of the said **Suresh Chandra Dutta Chowdhury** had no right to inheritance of their father's estate. Only said **Sri Samarendra Nath Dutta Chowdhury** being the only sole male heir of his father absolutely inherited the aforesaid properties measuring about **24 Decimal** to the exclusion of others and began to own and possess the same by recording his name in the **R.S. Record of Right as absolute owner and in the Assessment Book of the erstwhile S.S. Municipality in the then Municipal Holding No. 179, Diamond Harbour Road Ward No. 20** thereafter known and numbered as **Premises No. 95 and 147 Diamond Harbour Road and K.M.C. Assessee Nos. 41-123-06-0145-1 and 41-123-06-0142-6 under Municipal Ward No. 123**.

AND WHEREAS it appears that about **3 Decimal** of **Bastu Land** in the Western portion appertaining to **R.S. Dag No. 57** has been acquired by the State of West Bengal.

AND WHEREAS after demise of his father, the said **Sri Samarendra Nath Dutta Chowdhury** mutated his name in respect of **1 Decimal** of **Bastu Land** appertaining to **R.S. Dag No. 57** and **7 Cottahs 8 Chittaks** be the same a little more or less equivalent to two Plot of Lands as **9 Decimal** of **Bastu Land** appertaining to **R.S. Dag No. 58**, and **6 Decimal** of **Danga Land** appertaining to **R.S. Dag No. 55/4599**. Another **5 Decimal** of **Tank/Pukur Land** of part **Dag No. 56** and right of way over **Dag Nos. 55/4600 and 55/4601** in the office of the **D.L. & L.R.O.** and the said **Sri Samarendra Nath Dutta Chowdhury** had paid **Government Rent** to the **B.L. & L.R.O. upto 1417 B.S.** aggregating to **12 Cottahs 11 Chittaks 12 Square Feet** The said Lands were assessed and numbered as **Premises No. 95 and 147 Diamond Harbour Road and K.M.C. Assessee Nos. 41-123-06-0145-1 and 41-123-06-0142-6 under Municipal Ward No. 123**.

AND WHEREAS said **Sri Samar Dutta Chowdhury** has rented the ground floor of his residential house (1740 sq. ft. approx.) to one **SRI TANMAY RAY ChAUdhuri (PAN: ADHPR5575M & AADHAAR NO. 5720 4831 6331 & DATE OF BIRTH: 14/07/14-63)**, by occupation- Retired Govt. Servant, son of Late. Krishna Deb Ray Chaudhuri, by religion- Hindu, by Nationality- Indian, residing at 71/2, Diamond Harbour Road, P.O. Barisha, P.S. Thakurpukur, Kolkata - 700008, in the District: 24 Parganas (South), **on 31.08.1995 for a period of 30 years, to 30.08.2025** the Developer and Owner herein will be provide **5% of the total Revenue from the 48% of Owner's Allocation as his rehabilitation Cost.**

AND WHEREAS the said **Sri Samarendra Nath Dutta Chowdhury** is the owner of the **4 Decimal** of Bastu Land in the southern portion of **Dag No. 57, 9 Decimal** of Bastu Land of **Dag No. 58, 6 Decimal** of Danga Land of **Dag No. 55/4599**, and another **5 Decimal** of Tank/Pukur Land part of **Dag No. 56** totaling **21 Decimal** together with right of way/passage over **Dag Nos. 55/4600 and 55/4601.**

AND WHEREAS thereafter said **Sri Samarendra Nath Dutta Chowdhury** died intestate on **18.10.2014** leaving behind him his only wife **Smt. Debi Rani Dutta Chowdhury** and his one married daughter **Smt. Minati Ghosh** as his only legal heirs and/or successors.

AND WHEREAS **Sri Kamal Kayal & Amal Kumar Koyal** approached to **sri tanmay ray chaudhuri** to vacate the said rented **1740 Sq. Ft.** area for the purpose of development of the land by constructing a multi-stored building and entered in to a unregistered agreement with **sri tanmay ray chaudhuri** on **January 2024.**

LOT- "C"

PREMISES NO. 14 ↵ D. H. ROAD.

WHEREAS one **Sri Sudhindra Nath Dutta Chowdhury & Sri Jatindra Nath Dutta Chowdhury** was the absolute joint owner of total **Bastu Land** measuring about **5 Cottahs 3 Chittaks** more or less lying and situated at **Premises No. 148, Diamond Harbour Road, Mouza: Purba Barisha, J.L. No. 23, Khatian No. 1059, Dag No. 55, Ward No. 123**, and a **Tank/Pukur** measuring about **2.5 Decimal** comprised in **Dag No. 56, Ward No. 123, Assessee No. 41-123-06-0144-0**, within the jurisdiction of **A.D.S.R.O. Behala, District 24 Parganas South, under Kolkata Municipal Corporation S.S. Unit.**

AND WHEREAS both brothers said **Sri Sudhindra Nath Dutta Chowdhury and Sri Jatindra Nath Dutta Chowdhury** amicably settled and partitioned the aforementioned property and each became the absolute owner of **2 Cottahs 9 Chittaks** of **Bastu Land** and after the said partition both of them constructed their own dwelling house in their portion of the said lands.

AND WHEREAS said **Sudhindra Nath Dutta Chowdhury** died intestate on **11.10.2009**, leaving behind him his **Three Sons** namely- **Ashim Dutta Chowdhury, Amit Dutta Chowdhury, Somen Dutta Chowdhury** and **Two Married Daughters** namely **Mily Mitra, Lily Bose** as his legal heirs and successors.

AND WHEREAS after the demise of said **Sudhindra Nath Dutta Chowdhury**, the above heirs and successors inherited the aforesaid property jointly and the said **Ashim Dutta Chowdhury** is the absolute owner and occupier of **undivided 1/5th share** of the aforesaid property and has been enjoying and possessing the same absolutely and exclusively.

AND WHEREAS the said **Ashim Dutta Chowdhury** decided to develop his portion of the said **Bastu Land** with his existing Pucca dwelling building by constructing a multi-storied building and appointed said **M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED**, incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata – 700104, District, South 24 Parganas represented by the Directors namely - **SRI KAMAL KAYAL and SRI AMAL KUMAR KOYAL** both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. – Joka, P.S. Thakurpukur, Kolkata – 700104, District 24 Parganas (South) as the **Developer** to construct a multi-storied building by executing a **Development Agreement dated 29th July 2017** which was duly registered in the office of the **Additional District Sub-Registrar, Behala, South 24 Parganas** and recorded in **Book No. I, Volume No. 1607-2017, Page 208851 to 208884, Being No. 1607-07003 for the year 2017** along with a **Power of Attorney dated 18.09.2020**, in respect of the said property, which was duly registered in the office of the **Additional District Sub-Registrar, Behala, South 24 Parganas** and recorded in **Book No. I, Volume No. 1607-2020, Page 212443 to 212470, Being No. 1607-05975 for the year 2020** thereafter aforesaid **OWNER** and the said **M/S PABITRA CONSTRUCTIONS PVT. LTD.** further executed and registered a **CANCELTION & REVOCATION OF DEVELOPMENT AGREEMENT**, dated **20th day of November, 2024**, which was duly registered in the office of the **District Sub-Registrar II at Alipore** and recorded in **Book No. I, Volume No. 1602-2024, Pages 505211 to 505221, Being No. 1602- 15403 for the year 2024**, **ALONGWITH CANCELTION & REVOCATION OF DEVELOPMENT POWER OF ATTORNEY** on the same date, which was duly registered in the office of the **District Sub-Registrar II at Alipore** and recorded in **Book No. IV, Volume No. 1602-2024, Pages from 5294 to 5303, Being No. 1602- 00318, for the year 2024**.

LOT- “D”

PREMISES NO. 14½ D. H. ROAD.

WHEREAS one **Sri Sudhindra Nath Dutta Chowdhury & Sri Jatindra Nath Dutta Chowdhury** was the absolute joint owner of total **Bastu Land** measuring about **5 Cottahs 3 Chittaks** more or less lying and

situated at Premises No. 148, Diamond Harbour Road, Mouza: Purba Barisha, J.L. No. 23, Khatian No. 1059, Dag No. 55, Ward No. 123, and a Tank/Pukur measuring about 2.5 Decimal comprised in Dag No. 56, Ward No. 123, Assessee No. 41-123-06-0144-0, within the jurisdiction of A.D.S.R.O. Behala, District 24 Parganas South, under Kolkata Municipal Corporation S.S. Unit.

AND WHEREAS both brothers said **Sri Sudhindra Nath Dutta Chowdhury** and **Sri Jatindra Nath Dutta Chowdhury** amicably settled and partitioned the aforementioned property and each became the absolute owner of 2 Cottahs 9 Chittaks of **Bastu Land** and after the said partition both of them constructed their own dwelling house in their portion of the said lands.

AND WHEREAS said **Sri Jatindra Nath Dutta Chowdhury** died intestate leaving behind him his only wife namely- **Smt. Puspa Dutta Chowdhury** and Two Sons namely- **Sri Swapan Dutta Chowdhury & Sri Sankar Dutta Chowdhury** and Four Married Daughters namely- **Smt. Chabi Dutta**, wife of Kalyan Dutta, **Smt. Rubi Ghosh**, wife of Nandalal Ghosh, **Smt. Gouri Chatterjee**, wife of Late Chandan Chatterjee, **Smt. Rupa Halder**, wife of Ranjan Halder as his legal heirs and successors according to the meaning of **Hindu Law of Succession under the Rule of Dayabhaga School of Hindu Law of Succession Act. 1956** and to inherited the aforesaid property jointly and each of them inherited undivided **1/7th Share** in the said property equally.

AND WHEREAS thereafter said (1) **Smt. Puspa Dutta Chowdhury**, wife of Late Jatindra Nath Dutta Chowdhury, (2) **Sri Swapan Dutta Chowdhury**, (3) **Sri Sankar Dutta Chowdhury**, both sons of Late Jatindra Nath Dutta Chowdhury (4) **Smt. Chabi Dutta**, wife of Kalyan Dutta, (5) **Smt. Rubi Ghosh**, wife of Nandalal Ghosh, (6) **Smt. Gouri Chatterjee**, wife of Late Chandan Chatterjee, (7) **Smt. Rupa Halder**, wife of Ranjan Halder are the legal heirs and successors of **Sri Jatindra Nath Dutta Chowdhury**, Since Deceased and after demise of the said **Sri Jatindra Nath Dutta Chowdhury**, his aforesaid all sons and daughters became the absolute joint Owners and jointly seized and possessed over a **Bastu Land** measuring an area about 2 Cottahs 9 Chittaks, be the same a little more or less lying and situated at **Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, and 12-16, Khatian No. 2607, Dag No. 55/4597** and undivided share of a **Tank/Pukur** measuring about 2.5 Decimal comprised in **Dag No. 56, Premises No. 149, Diamond Harbour Road, Ward No. 123, having its Assessee No. 41-123-06-0144-0, in the District South 24 Parganas, under the jurisdiction of Kolkata Municipal Corporation S.S. Unit.**

AND WHEREAS the said (1) **Smt. Puspa Dutta Chowdhury**, (2) **Sri Swapan Dutta Chowdhury**, (3) **Sri Sankar Dutta Chowdhury**, (4) **Smt. Chabi Dutta**, (5) **Smt. Rubi Ghosh**, (6) **Smt. Gouri Chatterjee** and (7) **Smt. Rupa Halder**, decided to develop the said **Bastu Land** with existing pucca building and had appointed the said Developer Firm as **M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED**, incorporated under

the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata – 700104, District, South 24 Parganas represented by the Directors namely - **SRI KAMAL KAYAL and SRI AMAL KUMAR KOYAL** both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. – Joka, P.S: Thakurpukur, Kolkata – 700104, District 24 Parganas (South) and had executed a **Notarized Development Agreement Dated 16.12.2011** to develop the said property along with a registered **General Power of Attorney** in favour of the partners of the said developer firm namely **Sri Kamal Koyal and Sri Amal Kumar Koyal** and the same was duly registered in the office of the **Additional District Sub-Registrar, Behala, South 24 Parganas and recorded in Book No. IV, Volume No. 7, Page 2258 to 2274, Being No. 02722 for the year 2011.**

AND WHEREAS thereafter said **Smt. Puspa Dutta Chowdhury**, died intestate on **10th day of January, 2020**, and after demise of the said **Smt. Puspa Dutta Chowdhury**, the aforesaid **Developer Firm** has lost all Power due to death of the said **Smt. Puspa Dutta Chowdhury**, on **10th day of January, 2020**, who was one of the undivided Shareholder in respect of the aforesaid property and also one of the Principals of the said **Power of Attorney**, which was duly registered in the office of the **Additional District Sub-Registrar, Behala, South 24 Parganas and recorded in Book No. IV, Volume No. 7, Page 2258 to 2274, Being No. 02722 for the year 2011**, has already been revoked automatically and her all legal heirs said **Sri Swapan Dutta Chowdhury, Sri Sankar Dutta Chowdhury, Smt. Chabi Dutta, Smt. Rubi Ghosh, Smt. Gouri Chatterjee and Smt. Rupa Halder**, by a **Deed of Conveyance** duly execution on **4th day of January, 2023** but the said **Deed of Conveyance** duly registered on **30th day of March, 2023**, jointly sold, transferred and conveyed of **ALL THAT** piece and parcel of **Bastu Land** measuring an area about **2 Cottahs 9 Chittaks**, be the same a little more or less lying and situated at **Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, and 12-16, Khatian No. 2607, Dag No. 55/4597** and undivided share of a **Tank/Pukur** measuring about **2.5 Decimal** comprised in **Dag No. 56, Premises No. 149, Diamond Harbour Road, Ward No. 123, A.D.S.R.O. Behala, in the District South 24 Parganas, under the jurisdiction of Kolkata Municipal Corporation S.S. Unit**, unto in favour of said **M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED**, incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata – 700104, District, South 24 Parganas represented by the Directors namely - **SRI KAMAL KAYAL and SRI AMAL KUMAR KOYAL** both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. – Joka, P.S: Thakurpukur, Kolkata – 700104, District 24 Parganas (South) and the said **Deed of Conveyance** duly registered in the office of the **Additional District Sub-registrar at Behala and duly recorded in Book No.1, Volume No. 1607-2023, Pages from 123213 to 123244, Being Deed No. 1607-03891 for the year 2023.**

AND WHEREAS after execution of the aforesaid **Deed of Conveyance** the said **Notarized Development Agreement Dated 16.12.2011** is nullandvoied and the security deposit adjusted with the sale proceed of the said land with the said Owners from the **M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED.**

AND WHEREAS by way of aforesaid Registered **Deed of Conveyance** the said **M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED**, became the absolute Owner of **ALL THAT** piece and parcel of **Bastu Land** measuring an area about **2 Cottahs 9 Chittaks**, be the same a little more or less lying and situated at **Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, and 12-16, Khatian No. 2607, Dag No. 55/4597** and undivided share of a **Tank/Pukur** measuring about **2.5 Decimal** comprised in **Dag No. 56, Premises No. 149, Diamond Harbour Road, Ward No. 123, having its Assessee No. 41-123-06-0144-0, in the District South 24 Parganas, under the jurisdiction of Kolkata Municipal Corporation S.S. Unit.**

LOT- "E"

PREMISES NO. 145 B/1, D. H. ROAD.

WHEREAS one **Sri Himangshu Bhusan Dutta Chowdhury**, son of Late Sarat Chandra Dutta Chowdhury, was the recorded owner in the **R.S. Record of Right** in respect of Bastu land with two storied residential building measuring more or less **2 Cottahs 13 Chittaks 0 Sq. Ft.** lying and situated at **Mouza- Purba Barisha, J.L. No. 23, Part of Dag No. 55, Khatian No. 2576, Ward No. 123, KMC Premises No. 145, Dimond Harbour Road, Borough No. XVI, within the local limits of Kolkata Municipal Corporation S.S. Unit under jurisdiction A.D.S.R. Behala, in the District South 24 Parganas.**

AND WHEREAS while owning and possessing the aforesaid property as absolute owner said **Sri Himangshu Bhusan Dutta Chowdhury** died intestate on **14th day of April 1986**, leaving behind him his only wife namely- **Smt. Sova Rani Dutta Chowdhury**, alongwith his **three sons** namely- **1) Sri Debi Prasad Dutta Chowdhury, 2) Sri Jyoti Prasad Dutta Chowdhury and 3) Sri Kshiti Prasad Dutta Chowdhury** and also his **two married daughters** namely- **4) Smt. Chhaya Rani Bose, wife of Late Asit Bose and 5) Smt. Padma Barua, wife of Sri Subhebdu Barua**, as his legal heirs and successors according to the meaning of **Hindu Law of Succession under the Rule of Dayabhaga School of Hindu Law of Succession Act. 1956** and to inherited the aforesaid property jointly and each of them inherited undivided **1/6th Share** in the said property equally.

AND WHEREAS thereafter for proper demarcated and delineated of the aforesaid property one registered **Deed of Declaration (Boundary)** was duly registered by all the Owners on **dated 17.07.1996**, which was recorded in **Book No. I, Being Deed No. 3130, for the year 1996, in the office of A.D.S.R. Behala.**

AND WHEREAS during enjoyment the same the said **Smt. Sova Rani Dutta Chowdhury** widow of Late Himangshu Bhusan Dutta Chowdhury **died intestate on 25th July, 2004**, and after her demise her all sons and daughters inherited her undivided **1/6th Share** under the aforesaid property by way of inheritance.

AND WHEREAS thus by virtue of aforesaid law of inheritance the said **1) Sri Debi Prasad Dutta Chowdhury, 2) Sri Jyoti Prasad Dutta Chowdhury, 3) Sri Kshiti Prasad Dutta Chowdhury, 4) Smt. Chhaya Rani Bose**, wife of Late Asit Bose and **5) Smt. Padma Barua**, wife of Sri Subhebdu Barua, became the absolute joint Owners in respect of the aforesaid property.

AND WHEREAS thereafter said **1) Sri Debi Prasad Dutta Chowdhury, 2) Sri Jyoti Prasad Dutta Chowdhury, 3) Sri Kshiti Prasad Dutta Chowdhury, 4) Smt. Chhaya Rani Bose**, wife of Late Asit Bose and **5) Smt. Padma Barua**, wife of Sri Subhebdu Barua, sold, transferred and conveyed of **ALL THAT** piece and parcel of Bastu land measuring about **7 Chittaks 23 Sq. Ft.** more or less out of **2 Cottahs 13 Chittaks** more or less lying and situated at **Mouza: Purba Barisha, P.S. Thakurpukur, J.L. No. 23, Part of Dag No. 55, Khatian No. 2576, Ward No. 123, Premises No. 145, Diamond Harbour Road, Borough No. XVI, within the local limits of the Kolkata Municipal Corporation S.S. Unit**, under the jurisdiction of the A.D.S.R.O. Behala, in the District South 24 Parganas, to one **M/S. PABITRA CONSTRUCTIONS PVT. LTD.** by a **Deed of Conveyance dated 29th day of January 2016**, and the said Deed was duly registered in the office of the **Additional District Sub-Registrar at Behala** and the same was duly recorded in **Book No. I, Volume No. 1607-2016, Page 26722 to 26769, Being No. 1607-00729 for the Year 2016.**

AND WHEREAS thereafter said **M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED**, incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata – 700104, District, South 24 Parganas represented by the Directors namely - **SRI KAMAL KAYAL and SRI AMAL KUMAR KOYAL** both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. – Joka, P.S: Thakurpukur, Kolkata – 700104, District 24 Parganas (South) duly mutated their names before the Kolkata Municipal Corporation and applied for change of the Premises Number and the same was accepted and was allotted as **Municipal Premises No. 145 B/1, D. H. Road**, in respect of the said property.

LOT- “F”

PREMISES NO. 45 CHANDI CHARAN GHOSH ROAD.

WHEREAS one **Sri Jogendra Nath Sen**, was seized and possessed of and/or otherwise well sufficiently and absolutely entitled to **ALL THAT** piece and parcel of Rayati Sthitiban Bastu Land measuring about **41**

Decimal be the same a little more or less, lying and situated at **Mouza: Barisha, R.S. No. 43, J.L. No. 23, under Khatian No. 222 (Old)**, within the limits of the then South Suburban Municipality and also within the limits of the District of 24 Parganas (South).

AND WHEREAS the said **Sri Jogendra Nath Sen** died intestate leaving behind him his surviving widow namely- **Smt. Gyanoda Sundari Debi** and two Sons namely- **Sri Promotho Nath Sen & Sri Nalini Kanta Sen**, as his legal heirs and successors who jointly inherited all the properties left by the said deceased under the provisions of **the then Hindu Law of Succession under the Rule of Dayabhaga School of Hindu Law of Succession Act. or Hindu Law of Inheritance** including the **41 Decimal** of **Bastu Land** as described hereinabove.

AND WHEREAS thereafter said **Sri Promotho Nath Sen**, died intestate leaving behind him his widow namely- **Smt. Pramila Bala Sen** and two minor daughters namely- **Kumari Lilabati Sen and Kumari Irabati Sen** as his only legal heirs and successors who jointly inherited the undivided share of the said **Promotho Nath Sen**, since deceased, in the said property under the provisions of **the then Hindu Law of Succession under the Rule of Dayabhaga School of Hindu Law of Succession Act. or Hindu Law of Inheritance** and they had acquired limited interest in the said property.

AND WHEREAS by virtue of a **Deed of Partitioned, executed on 03.02.1940** and duly registered on **05.02.1940** in the office of the **Sub-Registrar at Behala** and recorded in **Book No. I, Volume No. 2, Page No. 300, Being No. 171 (Duplicate Deed) and Being No. 170 (Main Deed)** the co-Owners of the said properties had partitioned the same amongst themselves by metes and bounds and by virtue of the said **Deed of Partition** the **all heirs** of the said **Promotho Nath Sen** had been allotted a Plot of **Bastu Land** measuring about **4 Cottahs and 41 Square Feet** be the same a little more or less, together with structures standing thereon and described in **Plot No. A of the Plan No. 1, of the said Deed of Partition**. The said **Deed of Partition** had been executed by **Smt. Pramila Bala Sen**, widow of Late Promotho Nath Sen, for self and as the natural guardian of her said two **Minor Daughters**.

AND WHEREAS the said **Smt. Gyanoda Sundari Debi** widow of Late Jogendra Nath Sen thereafter, out of her allotment in the said properties, which had been allotted to her by virtue of the said **Deed of Partition**, had gifted **3 Cottahs** of land to her son **Sri Nalini Kanta Sen** after such gift she had continued to be as the Khas and absolute owner of remaining **1 Cottah** of land and after demise of the said **Smt. Gyanoda Sundari Debi**, her son said **Sri Nalini Kanto Sen** had released his right, tittle and interest under the said **1 Cottah** of land in favour of **Smt. Pramila Bala Sen, Smt. Lilabati Bose (maiden name Kumari Lilabati Sen) and Smt. Irabati Mitra (maiden name Kumari Irabati Sen)** and virtue of the said released they became the absolute joint Owners of the said properties.

AND WHEREAS thereafter said **Smt. Pramila Bala Sen** had gifted, by virtue of an Oral Gift, her undivided share and interest in both the plots of land to unto and in favour of her two daughters **Smt. Lilabati Bose & Smt. Irabati Mitra**, respectively, absolutely and forever.

AND WHEREAS by means of inheritance as well as gift **Smt. Lilabati Bose & Smt. Irabati Mitra** became jointly seized and possessed of and/or otherwise well sufficiently and absolutely entitled to the Plot of Land measuring about **5 Cottahs 41 Sq. Ft.** be the same a little more or less and thereafter the aforesaid two sisters had decided to partition the said joint property by metes and bounds and thereafter by virtue of a **Deed of Partition, executed on 24.04.1964**, duly registered at the office of the then **Sub Registrar at Behala** and recorded in **Book No. I, Volume No. 28, Pages 51 to 55, Being No. 1443 for the year 1964** they had amicably partitioned their aforesaid joint property.

AND WHEREAS after the partition and severance of joint interest in the manner aforesaid said **Smt. Lilabati Bose**, wife of Sri Nilkanta Bose became seized and possessed of and/or otherwise well sufficiently and absolutely entitled to **ALL THAT** piece and parcel of land measuring about **2 Cottahs 8 Chittaks** be the same a little more or less, together with the structures standing thereon.

AND WHEREAS by virtue of a **Deed of Conveyance** executed on **24.04.1964**, that is on the date of registration of the said **Deed of Partition**, duly registered at the office of the then **Sub Registrar at Behala** and recorded in **Book No. I, Being No. 1443 for the year 1964** and **Smt. Lilabati Bose**, wife of Sri Nilkanta Bose, had sold transferred and conveyed a portion of her property measuring about $\frac{1}{2}$ (**Half**) **Cottah** be the same a little more or less, lying and situated at **Mouza: Barisha, R.S. No. 43, J.L. No. 23, under Khatian No. 222 (Old)**, within the limits of the then South Suburban Municipality to unto and in the use of her sister **Smt. Irabati Mitra**.

AND WHEREAS after the registration of said **Deed of Conveyance** in respect of $\frac{1}{2}$ (**Half**) **Cottah** of land in the manner aforesaid said **Smt. Lilabati Bose** continued to seized and possessed of and/or otherwise well sufficiently and absolutely entitled to the remaining portion of the property, measuring about **2 Cottahs**, but as per actual physical measurement as **2 Cottahs and 10 Sq. Ft.** be the same or little more or less lying and situated at **Mouza: Barisha, R.S. No. 43, J.L. No. 23, under Khatian No. 222 (Old)**, comprised in part of **R.S. Dag No. 59**, within the limits of the then **South Suburban Municipality**, presently under **Ward No. 123** of the **Kolkata Municipal Corporation (S.S. Unit)**, being **Municipal Premises No. 85, Chandi Charan Ghosh Road, Kolkata 700008**.

AND WHEREAS by virtue of an **Indenture of Conveyance**, executed on the **1st day of July, 1967** and registered at the office of the then **Joint Sub-Registrar of Alipore at Behala** and recorded in **Book No. I,**

Volume No. 60, Page 254 to 265, Being No. 3902 for the year 1967, the said Smt. Lilabati Bose, wife of Sri Nilkanta Basu, and Smt. Pramila Bala Sen, widow of Late Promotho Nath Sen, sold and/or conveyed ALL THAT piece and parcel of the “said Property” to unto and in the use of Sri Pranatosh Kumar Basu, son of Late Ashutosh Basu.

AND WHEREAS the said Sri Pranatosh Kumar Basu, son of Late Ashutosh Basu had sold and/or conveyed ALL THAT piece and parcel of the “said Property” unto and in favour of M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED, incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata – 700104, District, South 24 Parganas represented by the Directors namely - SRI KAMAL KAYAL and SRI AMAL KUMAR KOYAL both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. – Joka, P.S: Thakurpukur, Kolkata – 700104, District 24 Parganas (South) by virtue of a **Deed of Conveyance dated 21.11.2012 and was duly registered in the office of the **District Sub-Registrar II at Alipore and recorded in Book No. I, Volume No. 15, Page 8926 to 8948, Being No. 12417 for the year 2012.****

AND WHEREAS by way of aforesaid Registered **Deed of Conveyance the said M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED, became the absolute Owner of ALL THAT piece and parcel of **Bastu Land** measuring an area about **2 Cottahs and 10 Sq. Ft.** be the same or little more or less lying and situated at **Mouza: Barisha, R.S. No. 43, J.L. No. 23, under Khatian No. 222 (Old), comprised in part of R.S. Dag No. 59, within the limits of the then South Suburban Municipality, presently under Ward No. 123 of the Kolkata Municipal Corporation (S.S. Unit), being Municipal Premises No. 85, Chandi Charan Ghosh Road, Kolkata 700008, having its Municipal Assessee No. 41-123-05-0100-6.****

LOT- “G”

PREMISES NO. 152B, D. H. ROAD.

WHEREAS one Sri Chittaranjan Dutta Chowdhury, was the owner in respect of ALL THAT a piece and parcel of land measuring more or less **3 Cottahs 14 Sq. Ft. together with old dilapidated 2 storied building standing thereon, lying and situated at **Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, under Khatian No. 2069, appertaining to Dag Nos. 55 & 55/4594(P), being known and numbered as Municipal Premises No. 152, Diamond Harbour Road, Police Station Thakurpukur, Kolkata 700008, within the limits of the Kolkata Municipal Corporation (S.S. Unit), under Ward No. 123, bearing Assessee No. 41-123-06-0147-5, in the District 24 Parganas (South).****

AND WHEREAS the said Sri Chittaranjan Dutta Chowdhury and his wife died leaving behind their son (1) Sri Subir Dutta Chowdhury, and three married daughters namely (2) Smt. Kankana Sarkar, wife of Sri Amal Krishna Sarkar, (3) Smt. Chandana Das, wife of Sri Amitava Das and (4) Smt. Bandana Guha, wife of

Sri Shobhanlal Guha, as their legal heirs and they jointly inherited the aforesaid property as per provision of the **Hindu Law of Succession under the Rule of Dayabhaga School of Hindu Law of Succession Act. 1956.**

AND WHEREAS the said (1) **Sri Subir Dutta Chowdhury**, and three married daughters namely (2) **Smt. Kankana Sarkar**, wife of Sri Amal Krishna Sarkar, (3) **Smt. Chandana Das**, wife of Sri Amitava Das and (4) **Smt. Bandana Guha**, wife of Sri Shobhanlal Guha, duly mutated their names with the office of the **Kolkata Municipal Corporation (S.S. Unit)** in respect of the aforesaid property and absolutely seized and possessed the same as joint Owners thereof by paying taxes therein.

AND WHEREAS while seized and possessed the aforesaid property as the joint Owners thereof, the said (1) **Sri Subir Dutta Chowdhury**, and three married daughters namely (2) **Smt. Kankana Sarkar**, wife of Sri Amal Krishna Sarkar, (3) **Smt. Chandana Das**, wife of Sri Amitava Das and (4) **Smt. Bandana Guha**, wife of Sri Shobhanlal Guha, sold and/or conveyed **ALL THAT** a piece and parcel of demarcated house appertaining land measuring more or less **1 Cottah 9 Chittaks** together with structure standing thereon, lying and situated at **Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, under Khatian No. 2069, appertaining to Dag Nos. 55 & 55/4594(P)**, being known and numbered as **Municipal Premises No. 152, Diamond Harbour Road, Police Station Thakurpukur, Kolkata 700008**, within the limits of the **Kolkata Municipal Corporation (S.S. Unit)**, under **Ward No. 123, bearing Assessee No. 41-123-06-0147-5, District 24 Parganas (South)** unto and in favour of one **Smt. Anjali Roychowdhury**, wife of Ajit Kumar Roychowdhury by virtue of a **Deed of Conveyance dated 05.03.2016** which was duly registered in the office of the **Additional District Sub-Registrar, at Behala, South 24 Parganas and recorded in Book No. I, Pages from 66373-66409, Being No. 02002 for the year 2016.**

AND WHEREAS by way of aforesaid Registered **Deed of Conveyance** the said **SMT. ANJALI ROY CHOWDHURY**, became the absolute Owner of **ALL THAT** a piece and parcel of demarcated house appertaining land measuring more or less **1 Cottah 9 Chittaks** together with structure standing thereon, lying and situated at **Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, under Khatian No. 2069, appertaining to Dag Nos. 55 & 55/4594(P)** and after mutation of the aforesaid property now being known and numbered as **Municipal Premises No. 152B, Diamond Harbour Road, Police Station Thakurpukur, Kolkata 700008**, within the limits of the **Kolkata Municipal Corporation (S.S. Unit)**, under **Ward No. 123, bearing Assessee No. 41-123-06-1077-4, District 24 Parganas (South).**

LOT- "H"

PREMISES NO. 24, D. H. ROAD.

WHEREAS the said **Smt. Debi Rani Dutta Choowdhury and Smt. Minati Ghosh** legal heirs of **Sri Samarendra Nath Dutta Chowdhury alias Smar Dutta Chowdhury** son of Late Suresh Chandra Dutta Chowdhury sold and/or conveyed undivided **5 Decimal** of **Tank/Pukur** lying and situated at **Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, and 12-16, Khatian No. 2612, L.R. Khatian No. 5006, Dag No. 56, Ward No. 123, under the jurisdiction of Kolkata Municipal Corporation S.S. Unit Borough XVI** unto and in favour of said **M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED**, incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata – 700104, District, South 24 Parganas represented by the Directors namely - **SRI KAMAL KAYAL and SRI AMAL KUMAR KOYAL** both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. – Joka, P.S: Thakurpukur, Kolkata – 700104, District 24 Parganas (South) by virtue of a **Deed of Conveyance** dated **5th day of March 2021** and was duly registered in the office of the **A.D.S.R.O. at Behala**, and recorded in **Book No. I, Volume No. 1607-2021 Pages 139905 to 139936, Being No. 1607-03634 for the year 2021.**

AND WHEREAS thereafter said (1) **Sri Debi Prasad Dutta Chowdhury** (2) **Sri Jyoti Prasad Dutta Chowdhury** and (3) **Sri Kshiti Prasad dutta Chowdhury**, (4) **Smt. Chhaya Rani Bose**, wife of Late Asit Bose and (5) **Smt. Padma Barua**, wife of Sri Subhebdut Barua all legal heirs of **Sri Himangshu Bhusan Dutta Chowdhury**, son of Late Sarat Chandra Dutta Chowdhury, sold and/or conveyed undivided **Tank/Pukur** measuring about **5 Decimal** be the same a little more or less, lying and situated at **Mouza- Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, and 12-16, Dag No. 56, Khatian No. 2577, Ward No. 123, within the local limits of Kolkata Municipal Corporation S.S. Unit under jurisdiction A.D.S.R. Behala, in the District South 24 Parganas** unto and in favour of said **M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED**, incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata – 700104, District, South 24 Parganas represented by the Directors namely - **SRI KAMAL KAYAL and SRI AMAL KUMAR KOYAL** both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. – Joka, P.S: Thakurpukur, Kolkata – 700104, District 24 Parganas (South) by virtue of a **Deed of Conveyance** dated **21st day of January, 2013** and was duly registered in the office of the **A.D.S.R.O. at Behala**, and recorded in **Book No. I, Volume No. 2, Pages 4451 to 4466, Being No. 00571 for the year 2013.**

AND WHEREAS thereafter said (1) **Sri Amal Dutta Chowdhury** (2) **Sri Ashoke Dutta Chowdhury** (3) **Sri Achintya Dutta Chowdhury** (4) **Sri Gobinda Dutta Chowdhury** (5) **Sri Biswanath Dutta Chowdhury** (6) **Sri Ashis Mitra** (7) **Sri Swarup Roy** and (8) **Sri Supriyo Roy** and (9) **Smt. Ashima Ghosh** all legal heirs of **Sri Bibhuti Bhusan Dutta Chowdhury** sold and/or conveyed undivided and impartible share in possession of **5 Decimal** of **Tank/Pukur** lying and situated at **Mouza- Purba Barisha, J.L. No. 23, R.S. No.**

43, Touzi No. 1-6, 8-10, and 12-16, Khatian No. 2968, Dag No. 56, Ward No. 123, unto and in favour of said M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED, incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata – 700104, District, South 24 Parganas represented by the Directors namely - SRI KAMAL KAYAL and SRI AMAL KUMAR KOYAL both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. – Joka, P.S: Thakurpukur, Kolkata – 700104, District 24 Parganas (South) by virtue of a **Deed of Conveyance dated 22nd day of October 2014 and was duly registered in the office of the **A.D.S.R.O. Behala, and recorded in Book No. I, Volume No. 29 Pages 1225 to 1242, Being No. 08953 for the year 2014.****

AND WHEREAS thereafter said (1) Sri Subir Dutta Chowdhury, (2) Smt. Kankana Sarkar, wife of Sri Amal Krishna Sarkar, (3) Smt. Chandana Das, wife of Sri Amitava Das and (4) Smt. Bandana Guha, wife of Sri Shobhanlal Guha legal heirs of Sri Chittaranjan Dutta Chowdhury, son of Late Pulin Behari Dutta Chowdhury sold and/or conveyed the undivided and impartible share in possession of 5 Decimal of Tank/Pukur lying and situated at Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, and 12-16, Khatian No. 2577, Dag No. 56, Ward No. 123, under the jurisdiction of Kolkata Municipal Corporation S.S. Unit unto and in favour of said M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED, incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata – 700104, District, South 24 Parganas represented by the Directors namely - SRI KAMAL KAYAL and SRI AMAL KUMAR KOYAL both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. – Joka, P.S: Thakurpukur, Kolkata – 700104, District 24 Parganas (South) by virtue of a **Deed of Conveyance dated 5th day of March 2016 and was duly registered in the office of the **A.D.S.R.O. at Behala, and recorded in Book No. I, Volume No. 1607-2016 Page 66702 to 66739, Being No. 1607-02003 for the year 2016.****

AND WHEREAS thereafter (1) Sri Amal Dutta Chowdhury (2) Sri Ashoke Dutta Chowdhury (3) Sri Achintya Dutta Chowdhury (4) Sri Gobinda Dutta Chowdhury (5) Sri Biswanath Dutta Chowdhury (6) Sri Ashis Mitra (7) Sri Swarup Roy and (8) Sri Supriyo Roy and (9) Smt. Ashima Ghosh, all legal heirs of Sri Bibhuti Bhusan Dutta Chowdhury, son of Late Satish Chandra Dutta Chowdhury sold, conveyed and transferred undivided and impartible share in possession of 5 Decimal of Tank/Pukur lying and situated at Mouza- Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, and 12-16, Khatian No. 2968, Dag No. 56, Ward No. 123, to said M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED, incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata – 700104, District, South 24 Parganas represented by the Directors namely - SRI KAMAL KAYAL and SRI AMAL KUMAR KOYAL both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. – Joka, P.S: Thakurpukur, Kolkata – 700104, District 24 Parganas (South) by virtue of the said **Deed of Conveyance dated 22nd October 2014 and was duly registered in the office of the**

A.D.S.R.O. Behala, and recorded in Book No. I, CD Volume No. 29 Page 1225 to 1242, Being No. 08953 for the year 2014.

AND WHEREAS thereafter **Smt. Dipali Ghosh & Miss. Shreya Dutta** both legal heirs of **Sri Bibhuti Bhusan Dutta Chowdhury**, son of Late Satish Chandra Dutta Chowdhury jointly sold and/or conveyed **ALL THAT** piece and parcel of **Tank/Pukur** measuring about **8 Chittaks 3 Sq. Ft.** be the same a little more or less lying and situated at **Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, 12-16, comprised in Dag No. 56, under Khatian No. 2968, Police Station: Thakurpukur**, within the local limits of Kolkata Municipal Corporation, in the District 24 Parganas South, to said **M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED**, incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata – 700104, District, South 24 Parganas represented by the Directors namely - **SRI KAMAL KAYAL and SRI AMAL KUMAR KOYAL** both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. – Joka, P.S: Thakurpukur, Kolkata – 700104, District 24 Parganas (South) by virtue of a **Deed of Conveyance dated 8th October 2015** and was duly registered in the office of the **A.D.S.R.O. at Behala**, and recorded in **Book No. I, Pages from 116726-116750, Being No. 08056 for the year 2015.**

AND WHEREAS the said (1) **Smt. Puspa Dutta Chowdhury**, wife of Late Jatindra Nath Dutta Chowdhury, (2) **Sri Swapan Dutta Chowdhury**, (3) **Sri Sankar Dutta Chowdhury**, both sons of Late Jatindra Nath Dutta Chowdhury (4) **Smt. Chabi Dutta**, wife of Kalyan Dutta, (5) **Smt. Rubi Ghosh**, wife of Nandalal Ghosh, (6) **Smt. Gouri Chatterjee**, wife of Late Chandan Chatterjee, (7) **Smt. Rupa Halder**, wife of Ranjan Halder, sold and/or conveyed **2.5 Decimal** of undivided **Tank/Pukur**, lying and situated at **Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, and 12-16, Khatian No. 3548, Dag No. 56, Ward No. 123**, unto and in favour of said **M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED**, incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata – 700104, District, South 24 Parganas represented by the Directors namely - **SRI KAMAL KAYAL and SRI AMAL KUMAR KOYAL** both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. – Joka, P.S: Thakurpukur, Kolkata – 700104, District 24 Parganas (South) by virtue of a **Deed of Conveyance dated 14th December 2021** and was duly registered in the office of the **A.D.S.R.O. at Behala**, and recorded in **Book No. I, Volume No. 1607-2021 Page 564708 to 564754, Being No. 1607-15775 for the year 2021.**

AND WHEREAS the said (1) **Sri Ashim Dutta Chowdhury**, (2) **Sri Amit Dutta Chowdhury**, (3) **Sri Somen Dutta Chowdhury**, (4) **Smt. Mily Mitra**, (5) **Smt. Lily Bose** sold, transferred and conveyed **2.5 Decimal** of undivided **Tank/Pukur**, lying situated at **Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi**

No. 1-6, 8-10, and 12-16, Khatian No. 1059, L.R. Khatian No. 5301, Dag No. 56, Ward No. 123, under the jurisdiction of Kolkata Municipal Corporation S.S. Unit. Borough XVI, Kolkata 700008, District South 24 Parganas unto and in favour of said **M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED**, incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata – 700104, District, South 24 Parganas represented by the Directors namely - **SRI KAMAL KAYAL and SRI AMAL KUMAR KOYAL** both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. – Joka, P.S: Thakurpukur, Kolkata – 700104, District 24 Parganas (South) by virtue of a **Deed of Conveyance dated 14th day of December 2021** and was duly registered in the office of the **A.D.S.R.O. at Behala**, and recorded in **Book No. I, Volume No. 1607-2021 Page 564667 to 564707, Being No. 1607-15774 for the year 2021.**

AND WHEREAS after the purchase of all the aforesaid **Tank/Pukur** property by the said **M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED**, incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata – 700104, District, South 24 Parganas represented by the Directors namely - **SRI KAMAL KAYAL and SRI AMAL KUMAR KOYAL** both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. – Joka, P.S: Thakurpukur, Kolkata – 700104, District 24 Parganas (South) duly amalgamated the said Tank/Pukur property totaling about **15 Cottahs 2 Chittaks 10 Sq. Ft.** more or less and mutated their name before the **Kolkata Municipal Corporation** and the same was numbered as **Municipal Premises No. 281, Diamond Harbour Road**, having its Assessee No. **41-123-06-1194-8**.

AND WHEREAS thereafter said **M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED**, filed an application before the office of the concern **D.L. & L.R.O.** for conversion of the aforesaid **Tank/Pukur Land To Bastu Land** in respect of his aforesaid land measuring **15 Cottahs 2 Chittaks 10 Sq. Ft.**, lying and situated at **Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, and 12-16, Khatian Nos. 2612, 2577, 2968, 3548 and Khatian No. 1059 under L.R. Khatian No. 5301, Dag No. 56, within Police Station: Thakurpukur, in the District: 24 - Parganas vide Case No. CONV2022163000049 dated 07.01.2022** and the said **D.L. & L.R.O.** Authority issued a **Conversion Certificate** in favour of the **M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED**, on **20.05.2022 vide Memo No. 51A(C)/12/4089/P/22 against Vide Case No. 12/ 2022.**

GENERAL:

WHEREAS thereafter said **M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED**, incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata – 700104, District, South 24 Parganas represented by the Directors namely - **SRI**

KAMAL KAYAL and SRI AMAL KUMAR KOYAL both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. – Joka, P.S: Thakurpukur, Kolkata – 700104, District 24 Parganas (South) after purchase all afore mentioned portion or properties out of the total land they become one of the Co-Sharers of the said properties along with other Co-Sharers, and the all Co-Sharers decided to amalgamation of their rest of the land with others Co-Sharers Land which are contiguous of their land through some **Deed of Gifts**.

AND WHEREAS thereafter in the aforesaid manner one (1) **Sri Ashim Dutta Chowdhury**, (2) **Sri Amit Dutta Chowdhury**, (3) **Sri Somen Dutta Chowdhury**, (4) **Smt. Mily Mitra**, (5) **Smt. Lily Bose** gifted **ALL THAT** piece and parcel of **1 Chittak** out of total land measuring about **2 Cottahs 9 Chittaks** more or less together with 600 Sq. Ft. pucca structure standing thereon lying and situated at **Mouza: Purba Barisha, J.L. No. 23, Khatian No. 1059, Dag No. 55, 55/4597, 55/4600, 55/4601, K.M.C. Premises No. 148, Diamond Harbour Road, Ward No. 123, Assessee No. 41-123-06-014-38, and A.D.S.R.O. Behala, under the jurisdiction of Kolkata Municipal Corporation S.S. Unit, Kolkata 700008, in the District South 24 Parganas unto and IN FAVOUR OF** (1) **Smt. Puspa Dutta Chowdhury**, wife of Late Jatindra Nath Dutta Chowdhury, (2) **Sri Swapan Dutta Chowdhury**, son of Late Jatindra Nath Dutta Chowdhury, (3) **Sri Sankar Dutta Chowdhury**, (4) **Smt. Chhabi Dutta**, daughter of Late Jatindra Nath Dutta Chowdhury, (5) **Smt. Rubi Ghosh**, daughter of Late Jatindra Nath Dutta Chowdhury, (6) **Smt. Gouri Chatterjee**, daughter of Late Jatindra Nath Dutta Chowdhury, (7) **Smt. Rupa Halder**, daughter of Late Jatindra Nath Dutta Chowdhury, (8) **Sri Debi Prasad Dutta Chowdhury**, son of Late Himanghsu Bhusan Dutta Chowdhury, (9) **Sri Jyoti Prasad Dutta Chowdhury**, son of Late Himanghsu Bhusan Dutta Chowdhury (10) **Sri Kshiti Prasad Dutta Chowdhury**, son of Late Himanghsu Bhusan Dutta Chopwdhury, (11) **Smt. Chhaya Rani Bose**, daughter of Late Himanghsu Bhusan Dutta Chowdhury, (12) **Smt. Padma Barua**, daughter of Late Himanghsu Bhusan Dutta Chowdhury, (13) **Smt. Debi Rani Dutta Chowdhury**, wife of Late Samar Dutta Chowdhury, (14) **Smt. Minati Ghosh**, daughter of Late Samar Dutta Chowdhury, (15) **Smt. Anjali Roy Chowdhury**, wife of Late Ajit Kumar Roychowdhury, (16) **M/S PABITRA CONSTRUCTIONS PVT. LTD.** by virtue of a **Deed of Gift dated 13.01.2023, duly registered in the office of the Additional District Sub-Registrar, Behala and recorded in Book No. I, Volume No. 1607-2023, Page 24890 to 24928, Being No. 1607-00407 for the year 2023.**

AND WHEREAS (1) **Smt. Puspa Dutta Chowdhury**, wife of Late Jatindra Nath Dutta Chowdhury, (2) **Sri Swapan Dutta Chowdhury**, & (3) **Sri Sankar Dutta Chowdhury**, both sons of Late Jatindra Nath Dutta Chowdhury, (4) **Smt. Chhabi Dutta**, daughter of Late Jatindra Nath Dutta Chowdhury, (5) **Smt. Rubi Ghosh**, daughter of Late Jatindra Nath Dutta Chowdhury, (6) **Smt. Gouri Chatterjee**, daughter of Late Jatindra Nath Dutta Chowdhury, (7) **Smt. Rupa Halder**, daughter of Late Jatindra Nath Dutta Chowdhury gifted **ALL THAT** piece and parcel of **1 Chittack** out of total land measuring about **2 Cottahs 9 Chittaks** more or less

together with 600 Sq. Ft. pucca structure standing thereon lying and situated at **Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, and 12-16, Khatian No. 2607, Dag No. 55/4597. being Premises No. 149, Diamond Harbour Road, Ward No. 123, Assessee No. 41-123-06-0144-0, and A.D.S.R.O. Behala, P.S. Thakurpukur, under the jurisdiction of Kolkata Municipal Corporation S.S. Unit, Kolkata 700008, in the District South 24 Parganas unto and IN FAVOUR OF (1) **Sri Ashim Dutta Chowdhury**, (2) **Sri Amit Dutta Chowdhury**, (3) **Sri Somen Dutta Chowdhury**, (4) **Smt. Mily Mitra**, (5) **Smt. Lily Bose**, (6) **Sri Debi Prasad Dutta Chowdhury**, all sons of Late Himanghsu Bhusan Dutta Chpwdhury, (7) **Sri Jyoti Prasad Dutta Chowdhury**, son of Late Himanghsu Bhusan Dutta Chowdhury (8) **Sri Kshiti Prasad Dutta Chowdhury**, son of Late Himanghsu Bhusan Dutta Chopwdhury, (9) **Smt. Chhaya Rani Bose**, daughter of Late Himanghsu Bhusan Dutta Chowdhury, (10) **Smt. Padma Barua**, daughter of Late Himanghsu Bhusan Dutta Chowdhury, (11) **Smt. Debi Rani Dutta Chowdhury**, wife of Late Samar Dutta Chowdhury, (12) **Smt. Minati Ghosh**, daughter of Late Samar Dutta Chowdhury, (13) **Smt. Anjali Roy Chowdhury**, wife of Late Ajit Kumar Roychowdhury, (14) **M/S PABITRA CONSTRUCTIONS PVT. LTD.** by virtue of a **Deed of Gift 13.01.2023**, duly registered in the office of the **Additional District Sub-Registrar, Behala and recorded in Book No. I, Volume No. 1607-2023, Page 24785 to 24826, Being No. 1607-00406 for the year 2023.****

AND WHEREAS (1) **Smt. Debi Rani Dutta Chowdhury**, wife of Late Samar Dutta Chowdhury, (2) **Smt. Minati Ghosh**, daughter of Late Samar Dutta Chowdhury, had gifted of **ALL THAT** piece and parcel of **1 Chittak** out of total land measuring about **11 Cottahs 8 Chittaks 04 Sq. Ft.** more or less together with 700 Sq. Ft. pucca structure standing thereon lying and situated at **Mouza: Purba Barisha, R.S. Khatian No. 2612 and C.S. Dag No. 58 and R.S. Dag No. 55/4599, Khatian No. 2611, and right of way in passage appertaining to R.S. Dag Nos. 55/4600 and 55/4601, Khatian No. 2616, J.L. No. 23, Touzi No. 1-6, 8-10, and 12-16, P.S. Behala now Thakurpukur, being Premises No. 150, Diamond Harbour Road, Ward No. 123, District South 24 Parganas unto and IN FAVOUR OF** (1) **Smt. Puspa Dutta Chowdhury**, wife of Late Jatindra Nath Dutta Chowdhury, (2) **Sri Swapan Dutta Chowdhury**, son of Late Jatindra Nath Dutta Chowdhury, (3) **Sri Sankar Dutta Chowdhury**, (4) **Smt. Chhabi Dutta**, daughter of Late Jatindra Nath Dutta Chowdhury, (5) **Smt. Rubi Ghosh**, daughter of Late Jatindra Nath Dutta Chowdhury, (6) **Smt. Gouri Chatterjee**, daughter of Late Jatindra Nath Dutta Chowdhury, (7) **Smt. Rupa Halder**, daughter of Late Jatindra Nath Dutta Chowdhury (8) **Sri Ashim Dutta Chowdhury**, (9) **Sri Amit Dutta Chowdhury**, (10) **Sri Somen Dutta Chowdhury**, (11) **Smt. Mily Mitra**, (12) **Smt. Lily Bose**, (13) **Sri Debi Prasad Dutta Chowdhury**, son of Late Himanghsu Bhusan Dutta Chpwdhury, (14) **Sri Jyoti Prasad Dutta Chowdhury**, son of Late Himanghsu Bhusan Dutta Chowdhury (15) **Sri Kshiti Prasad Dutta Chowdhury**, son of Late Himanghsu Bhusan Dutta Chopwdhury, (16) **Smt. Chhaya Rani Bose**, daughter of Late Himanghsu Bhusan Dutta Chowdhury, (17) **Smt. Padma Barua**, daughter of Late Himanghsu Bhusan Dutta Chowdhury, (18) **Smt. Anjali Roy Chowdhury**, wife of Late Ajit Kumar Roychowdhury, (19) **M/S PABITRA CONSTRUCTIONS**

PVT. LTD., by virtue of a **Deed of Gift 21.12.2022**, duly registered in the office of the Additional Registrar of Assurance IV, Kolkata and recorded in Book No. I, Volume No. 1904-2022, Page 1170192 to 1170222, Being No. 1904-20489 for the year 2022.

AND WHEREAS (1) **Sri Debi Prasad Dutta Chowdhury**, son of Late Himanghsu Bhusan Dutta Chpwdhury, (2) **Sri Jyoti Prasad Dutta Chowdhury**, son of Late Himanghsu Bhusan Dutta Chowdhury (3) **Sri Kshiti Prasad Dutta Chowdhury**, son of Late Himanghsu Bhusan Dutta Chopwdhury, (4) **Smt. Chhaya Rani Bose**, daughter of Late Himanghsu Bhusan Dutta Chowdhury, (5) **Smt. Padma Barua**, daughter of Late Himanghsu Bhusan Dutta Chowdhury, gifted **ALL THAT** piece and parcel of **1 Chittak** out of total land measuring about **2 Cottahs 5 Chittaks 22 Sq. Ft.** more or less together with 500 Sq. Ft. pucca structure standing thereon lying and situated at **Mouza: Purba Barisha, J.L. No. 23, Touzi No. 1-6, 8-10, and 12-16, under Khatian No. 2576, comprised in Dag No. 55, 55/4597, 55/4600, 55/ 4601, within the local limits of Kolkata Municipal Corporation, being Premises No. 145, Diamond Harbour Road, Ward No. 123, after separation the K.M.C. Premises No. Comes to 145B, Diamond Harbour Road, Kolkata 700008, Assessee No. 411230611961, District South 24 Parganas** unto and **IN FAVOUR OF** (1) **Smt. Puspita Dutta Chowdhury**, wife of Late Jatindra Nath Dutta Chowdhury, (2) **Sri Swapna Dutta Chowdhury**, son of Late Jatindra Nath Dutta Chowdhury, (3) **Sri Sankar Dutta Chowdhury**, (4) **Smt. Chhabi Dutta**, daughter of Late Jatindra Nath Dutta Chowdhury, (5) **Smt. Rubi Ghosh**, daughter of Late Jatindra Nath Dutta Chowdhury, (6) **Smt. Gouri Chatterjee**, daughter of Late Jatindra Nath Dutta Chowdhury, (7) **Smt. Rupa Halder**, daughter of Late Jatindra Nath Dutta Chowdhury, (8) **Sri Ashim Dutta Chowdhury**, (9) **Sri Amit Dutta Chowdhury**, (10) **Sri Somen Dutta Chowdhury**, (11) **Smt. Mily Mitra**, (12) **Smt. Lily Bose** (13) **Smt. Debi Rani Dutta Chowdhury**, wife of Late Samar Dutta Chowdhury, (14) **Smt. Minati Ghosh**, daughter of Late Samar Dutta Chowdhury, (15) **Smt. Anjali Roy Chowdhury**, wife of Late Ajit Kumar Roychowdhury, (16) **M/S PABITRA CONSTRUCTIONS PVT. LTD.** by virtue of a **Deed of Gift 13.01.2023**, duly registered in the office of the Additional District Sub-Registrar, Behala and recorded in Book No. I, Volume No. 1607-2023, Page 24827 to 24866, Being No. 1607-00408 for the year 2023.

AND WHEREAS one **Smt. Anjali Roy Chowdhury**, wife of Late Ajit Kumar Roychowdhury, gifted **ALL THAT** piece and parcel of **1 Chittack** out of total land measuring about **1 Cottahs 9 Chittaks** more or less together with 400 Sq. Ft. pucca structure standing thereon lying and situated at **Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, under Khatian No. 2969, appertaining to Dag No. 55 and 55/4594(P), P.S. Behala now Thakurpukur, Kolkata Municipal Corporation Premises No. 152, Diamond Harbour Road, after separation of the Plot the Premises No. Comes to 152B, Diamond Harbour Road, Ward No. 123, Assessee No. 411230610774, Kolkata 700008, District South 24 Parganas** unto and **IN FAVOUR OF** (1) **Smt. Puspita Dutta Chowdhury**, wife of Late Jatindra Nath Dutta Chowdhury, (2) **Sri Swapna Dutta**

Chowdhury, son of Late Jatindra Nath Dutta Chowdhury, (3) **Sri Sankar Dutta Chowdhury**, (4) **Smt. Chhabhi Dutta**, daughter of Late Jatindra Nath Dutta Chowdhury, (5) **Smt. Rubi Ghosh**, daughter of Late Jatindra Nath Dutta Chowdhury, (6) **Smt. Gouri Chatterjee**, daughter of Late Jatindra Nath Dutta Chowdhury, (7) **Smt. Rupa Halder**, daughter of Late Jatindra Nath Dutta Chowdhury, (8) **Sri Ashim Dutta Chowdhury**, (9) **Sri Amit Dutta Chowdhury**, (10) **Sri Somen Dutta Chowdhury**, (11) **Smt. Mily Mitra**, (12) **Smt. Lily Bose** (13) **Smt. Debi Rani Dutta Chowdhury**, (14) **Smt. Minati Ghosh**, daughter of Late Samar Dutta Chowdhury, (15) **Sri Debi Prasad Dutta Chowdhury**, son of Late Himanghsu Bhusan Dutta Chowdhury, (16) **Sri Jyoti Prasad Dutta Chowdhury**, son of Late Himanghsu Bhusan Dutta Chowdhury (17) **Sri Kshiti Prasad Dutta Chowdhury**, son of Late Himanghsu Bhusan Dutta Chowdhury, (18) **Smt. Chhaya Rani Bose**, daughter of Late Himanghsu Bhusan Dutta Chowdhury, (19) **Smt. Padma Barua**, daughter of Late Himanghsu Bhusan Dutta Chowdhury, (20) **M/S PABITRA CONSTRUCTIONS PVT. LTD.** by virtue of a **Deed of Gift 10.01.2023**, duly registered in the office of the Additional District Sub-Registrar, Behala and recorded in Book No. I, Volume No. 1607-2023, Page 21141 to 21175, Being No. 1607-00268 for the year 2023.

AND WHEREAS said **M/S PABITRA CONSTRUCTIONS PVT. LTD.** gifted (1) **ALL THAT** piece and parcel of **1 Chittak** out of total land measuring about **2 Cottahs** more or less together with 500 Sq. Ft. pucca structure standing thereon lying and situated at **Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, under C.S. Khatian No. 222**, comprised in part of **C.S. Dag No. 59, P.S. Thakurpukur, Kolkata Municipal Corporation Premises No. 85, Chandi Charan Ghosh Road, Ward No. 123, Assessee No. 41-123-05-0100-6, Borough No. XVI, Kolkata 700008, District South 24 Parganas** (2) **ALL THAT** piece and parcel of **1 Chittak** out of total land measuring about **15 Cottahs 2 Chittacks 0 Sq. Ft.** more or less together with 500 Sq. Ft. pucca structure standing thereon lying and situated at **Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, 12-16, R.S. and L.R. Dag No. 56, under L.R. Khatian No. 5301, being Premises No. 281, Diamond Harbour Road, P.S. Thakurpukur, Ward No. 123, Assessee No. 41-123-06-1194-8, Borough No. XVI, Kolkata 700008, District South 24 Parganas** and (3) **ALL THAT** piece and parcel of **1 Chittak** out of total land measuring about **7 Chittaks 23 Sq. Ft.** more or less together with 300 Sq. Ft. pucca structure standing thereon lying and situated at **Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, 12-16, R.S. and L.R. Dag No. 55, under Khatian No. 2576, being Premises No. 145B/1, Diamond Harbour Road, P.S. Thakurpukur, Ward No. 123, Assessee No. 41-123-06-1197-3, Kolkata 700008, District South 24 Parganas** unto and **IN FAVOUR OF** (1) **Smt. Puspa Dutta Chowdhury**, wife of Late Jatindra Nath Dutta Chowdhury, (2) **Sri Swapan Dutta Chowdhury**, son of Late Jatindra Nath Dutta Chowdhury, (3) **Sri Sankar Dutta Chowdhury**, (4) **Smt. Chhabhi Dutta**, daughter of Late Jatindra Nath Dutta Chowdhury, (5) **Smt. Rubi Ghosh**, daughter of Late Jatindra Nath Dutta Chowdhury, (6) **Smt. Gouri Chatterjee**, daughter of Late Jatindra Nath Dutta Chowdhury, (7) **Smt. Rupa Halder**, daughter of Late

Jatindra Nath Dutta Chowdhury, (8) **Sri Ashim Dutta Chowdhury**, (9) **Sri Amit Dutta Chowdhury**, (10) **Sri Somen Dutta Chowdhury**, (11) **Smt. Mily Mitra**, (12) **Smt. Lily Bose** (13) **Smt. Debi Rani Dutta Chowdhury**, (14) **Smt. Minati Ghosh, daughter of Late Samar Dutta Chowdhury**, (15) **Sri Debi Prasad Dutta Chowdhury**, son of Late Himanghsu Bhusan Dutta Chpwdhury, (16) **Sri Jyoti Prasad Dutta Chowdhury**, son of Late Himanghsu Bhusan Dutta Chowdhury (17) **Sri Kshiti Prasad Dutta Chowdhury**, son of Late Himanghsu Bhusan Dutta Chopwdhury, (18) **Smt. Chhaya Rani Bose**, daughter of Late Himanghsu Bhusan Dutta Chowdhury, (19) **Smt. Padma Barua**, daughter of Late Himanghsu Bhusan Dutta Chowdhury, (20) **Smt. Anjali Roy Chowdhury**, wife of Late Ajit Kumar Roychowdhury by virtue of a **Deed of Gift 18.01.2023**, duly registered in the office of the Additional District Sub-Registrar, Behala and recorded in Book No. I, Volume No. 1607-2023, Page 25498 to 25546, Being No. 1607-00569 for the year 2023.

AND WHEREAS by strength of the aforesaid Six Registered Gift Deeds, the said 1) **M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED**, incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata – 700104, District, South 24 Parganas represented by the Directors namely - **SRI KAMAL KAYAL and SRI AMAL KUMAR KOYAL** both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. – Joka, P.S: Thakurpukur, Kolkata – 700104, District 24 Parganas (South), 2) **DEBI RANI DUTTA CHOWDHURY**, wife of Late Samar Dutta Chowdhury, residing at 8/2, Kali Kinkar Road, P.O. Barisha, P.S. Thakurpukur, Kolkata- 700008, and 3) **SMT. MINATI GHOSH**, wife of Sri Nitai Pada Ghosh and daughter of Late Samar Dutta Chowdhury, residing at Vill & P.O. South Mohanpur, P.S. Magrahat, Dist.- 24 Parganas (South), West Bengal: 743610; became the joint Owners of total **Bastu Land as per Assessment Record of K.M.C.**, together with **undivided one dilapidated Structure** comprising covered area of **5000 Square Feet**, within the limits of the **Kolkata Municipal Corporation, Ward No. 123**, names as the joint Owners of the said land as the **Single Plot of Land** in the records of the Kolkata Municipal Corporation **AND** thereafter the Owners herein amalgamated the said plots into a **Single Plot of Land** measuring about **2½ Cottahs 02 Chittaks and 10 Square Feet**, be the same a little more or less, **as per Assessment Record of K.M.C.**, together with **undivided one dilapidated Structure** comprising covered area of **5000 Square Feet**, mutated their names as the joint Owners of the said land as the **Single Plot of Land** in the records of the Kolkata Municipal Corporation as **Premises No. 150, Diamond Harbour Road, Ward No. 123, Borough No. 13, being Assessee No. 41-123-06-0145-1** and during the possession over their said property alongwith the said **Bonafide Tenant Sri Tanmoy Roy Chowdhury** possession an area of 1740 sq. ft. (approx.)

AND WHEREAS while thus seized and possessed of the total Land of the said property, the present **OWNERS** have enjoying and possessing the said Property as **Lawful Joint Owners with aforesaid Co-**

sharers of **ALL THAT** piece and parcel of a **Bastu Land** measuring about **3+~~Cottahs~~ 02 Chittaks and 24 Square Feet**, be the same a little more or less, together with **undivided one dilapidated Structure** comprising covered area of **5000 Square Feet**, lying and situated at lying and situated at **Premises No. 150, Diamond Harbour Road, Ward No. 123, Borough No. 13, being Assessee No. 41-123-06-0145-1**, which is morefully and particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter called and referred to as the **"SAID PROPERTY"**, free from all encumbrance, attachments, liens and lispences. Except the tenant **Sri Tanmoy Roy Chowdhury Occupying an Area of 1740 Sq.Ft.**

AND WHEREAS thus the **all present Owners** herein intend to develop the said land at the said premises and being unable to develop the said land at the said premises and looking for a **Developer** with experience who will be able to formulate a scheme for development of property into Residential & Commercial Project and disposal of the same which would be their mutual advantage and thus have agreed with the **Developer** to develop the same by erecting new building thereon consisting of several Flats and Spaces as per to be **Building Plan to be sanctioned and/or approve by the Kolkata Municipal Corporation** in the name of **Owners** and **Developer's Firm** on the term and conditions contained therein.

AND WHEREAS simultaneously the **OWNERS** therein and **U S T CONSTRUCTIONS** a Partnership Firm having its registered Office at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata – 700038, in the District: 24 Parganas (South) West Bengal, India, duly represented by its one of the **Partner** and **Authorized Signatory of the said Firm namely - MR. SOURAV ROY**, son of Mr. Subrata Roy, residing at 67/1, S. N. Roy Road, P.O. Sahapur, Police Station Behala, presently New Alipore, Kolkata-700038, in the District: 24 Parganas (South) West Bengal, India, executed a registered **Development Agreement** on **15th day of March, 2023**, which was duly registered in the office of the **Addl. District Sub-Registrar at Behala** and recorded in **Book No. I, Volume No. 1607-2023, Pages from 101703 to 101777, Being No. 1607-03128 for the year 2023**, **ALONGWITH** executed a registered **Development Power of Attorney** on **the same date**, which was duly registered in the office of the **Addl. District Sub-Registrar at Behala** and recorded in **Book No. I, Volume No. 1607-2023, Pages from 101926 to 101955, Being No. 1607-03135 for the year 2023**, and the said **1) M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED**, incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata – 700104, District, South 24 Parganas represented by the Directors namely - **SRI KAMAL KAYAL and SRI AMAL KUMAR KOYAL** both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. – Joka, P.S: Thakurpukur, Kolkata – 700104, District 24 Parganas (South), **2) DEBI RANI DUTTA CHOWDHURY**, wife of Late Samar Dutta Chowdhury, residing at 8/2, Kali Kinkar Road, P.O. Barisha, P.S. Thakurpukur, Kolkata- 700008, and **3) SMT. MINATI GHOSH**, wife of Sri Nitai Pada Ghosh and daughter of Late Samar Dutta Chowdhury, residing at Vill & P.O. South Mohanpur, P.S. Magrahat, Dist.-

24 Parganas (South), West Bengal: 743610; described therein as the **OWNERS** of the **One Part**, and the said **U S T CONSTRUCTIONS** a Partnership Firm having its registered Office at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata – 700038, in the District: 24 Parganas (South) West Bengal, India, duly represented by its one of the **Partner** and **Authorized Signatory of the said Firm namely - MR. SOURAV ROY**, son of Mr. Subrata Roy, residing at 67/1, S. N. Roy Road, P.O. Sahapur, Police Station Behala, presently New Alipore, Kolkata-700038, in the District: 24 Parganas (South) West Bengal, India, described therein as the **DEVELOPER FIRM** of the Other Part, for the **SAID PROPERTY** written hereinabove, which are more fully and particularly described in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS but due to some unavoidable circumstances the said **U S T CONSTRUCTIONS** a Partnership Firm having its registered Office at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata – 700038, in the District: 24 Parganas (South) West Bengal, India, duly represented by its one of the **Partner** and **Authorized Signatory of the said Firm namely - MR. SOURAV ROY**, son of Mr. Subrata Roy, residing at 67/1, S. N. Roy Road, P.O. Sahapur, Police Station Behala, presently New Alipore, Kolkata-700038, in the District: 24 Parganas (South) West Bengal, India, have not completed the said project due to the reasons beyond their control.

AND WHEREAS the aforesaid all **OWNERS** herein and the said **U S T CONSTRUCTIONS**, further executed and registered a **CANCELTION & REVOCATION OF DEVELOPMENT AGREEMENT**, dated 20th day of November, 2024, which was duly registered in the office of the District Sub-Registrar II at Alipore and recorded in Book No. I, Volume No. 1602-2024, Pages from 505194 to 505210, Being No. 1602-15404, for the year 2024, **ALONGWITH CANCELTION & REVOCATION OF DEVELOPMENT POWER OF ATTORNEY** on the same date, which was duly registered in the office of the District Sub-Registrar II at Alipore and recorded in Book No. IV, Volume No. 1602-2024, Pages from 5282 to 5293, Being No. 1602-00319, for the year 2024, for Cancellation and Revocation of the said **Development Agreement** dated 15th day of March, 2023 & **Development Power of Attorney** dated 15th day of March, 2023, in between the aforesaid **OWNER** and **“U S T CONSTRUCTIONS”** for the aforesaid **PROPERTY** written hereinabove, which are morefully and particularly described in the **FIRST SCHEDULE** hereunder written and the said security deposit adjusted with the the **M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED**.

AND WHEREAS the said **1) M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED**, incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata – 700104, District, South 24 Parganas represented by the Directors namely - **SRI KAMAL KAYAL and SRI AMAL KUMAR KOYAL** both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. – Joka, P.S: Thakurpukur, Kolkata – 700104, District 24 Parganas (South), **2) DEBI RANI DUTTA CHOWDHURY**, wife of Late Samar Dutta Chowdhury, residing at 8/2, Kali Kinkar Road, P.O.

Barisha, P.S. Thakurpukur, Kolkata- 700008, and **3) SMT. MINATI GHOSH**, wife of Sri Nitai Pada Ghosh and daughter of Late Samar Dutta Chowdhury, residing at Vill & P.O. South Mohanpur, P.S. Magrahat, Dist.- 24 Parganas (South), West Bengal: 743610; as the **OWNERS therein and the Co-Owners herein** are now lawfully, absolutely seized and possessed of their respective shares in respect of the said property and enjoying the same by paying taxes and outgoings to the appropriate authority which has specifically described in the **FIRST SCHEDULE** hereunder and hereinafter referred to as the **"Said Premises"** and are otherwise well and sufficiently entitled to said **PROPERTY** in simple free from all encumbrances.

AND WHEREAS accordingly **1) M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED**, incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata - 700104, District, South 24 Parganas represented by the Directors namely - **SRI KAMAL KAYAL and SRI AMAL KUMAR KOYAL**, both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. - Joka, P.S. Thakurpukur, Kolkata - 700104, in the District: 24 Parganas (South), **2) DEBI RANI DUTTA CHOWDHURY**, wife of Late Samar Dutta Chowdhury, residing at 8/2, Kali Kinkar Road, P.O. Barisha, P.S. Thakurpukur, Kolkata - 700008, in the District: 24 Parganas (South) and **3) SMT. MINATI GHOSH**, wife of Sri Nitai Pada Ghosh and daughter of Late Samar Dutta Chowdhury, residing at Vill & P.O. South Mohanpur, P.S. Magrahat, in the Dist.- 24 Parganas (South), West Bengal: 743610; **4) ASHIM DUTTA CHOWDHURY**, son of Late Sudhindra Nath Dutta Chowdhury, residing at 506, Diamond Harbour Road, P.O. Barisha, P.S. Thakurpukur, Kolkata - 700008, in the District: 24 Parganas (South) **5) AMIT DUTTA CHOWDHURY**, son of Late Sudhindra Nath Dutta Chowdhury, residing at 506, Diamond Harbour Road, P.O. Barisha, P.S. Thakurpukur, Kolkata - 700008, in the District: 24 Parganas (South) **6) SOMEN DUTTA CHOWDHURY**, son of Late Sudhindra Nath Dutta Chowdhury, residing at 41/17/4C, kailash Ghosh Road, Choarmore, Dhara Para, P.O. Barisha, P.S. Haridevpur, Kolkata - 700008, in the District: 24 Parganas (South) **7) MILY MITRA**, wife of Sri Chandan Kanti Mitra and daughter of Late Sudhindra Nath Dutta Chowdhury, residing at 506, Diamond Harbour Road, P.O. Barisha, P.S. Thakurpukur, Kolkata - 700008, in the District: 24 Parganas (South) **↗ Lily Bose**, wife of Sri Samar Bose and daughter of Late Sudhindra Nath Dutta Chowdhury, residing at Village- Kamarpole, P.O. Barisha, P.S. Diamond Harbour, Pin Code - 743368, in the District: 24 Parganas (South) and **↘ Smt. Anjali Roy Chowdhury**, wife of Late Ajit Kumar Roy Chowdhury, residing at 71/2, Diamond Harbour Road, P.O. Barisha, P.S. Thakurpukur, Kolkata - 700104, in the District: 24 Parganas (South) all the present **OWNERS** herein in respect of the **Total Amalgamated Property** measuring about **3↵Cottahs, 2 Chittaks and 24 Square Feet**, be the same a little more or less, together with **undivided one dilapidated Structure** comprising covered area of **5000 Square Feet**, lying and situated at lying and situated at **Premises No. 150, Diamond Harbour Road, Ward No. 123, Borough No. 16, being Assessee No. 41-123-06-0145-1**, which is more fully and particularly described in the **FIRST SCHEDULE** hereunder written, approached to **BIGVISION UST DEVELOPERS**

LLP (PAN: ABAFB7+60L) (GST NO. 1+ABAFB7+60L1Z1) (LLP/CIN NO: ACA-027+) (**TAN NO: CALB24307D**) a Limited Liability Partnership Firm having its registered Office at 75/27A, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata – 700038, in the District: 24 Parganas (South) West Bengal, India, duly represented by its **Authorized Signatory of the said Firm namely - MR. SOURAV ROY, (PAN: ALHPR0226K) (Aadhaar No. 42+4 6400 670+)** (**Mobile No. +674675024**) son of Mr. Subrata Roy, residing at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata-700038, in the District: 24 Parganas (South) West Bengal, India,, the **Developer** herein to construct the **→MULTI STORIED BUILDING→** on the said property after obtaining the Building Plan to be sanctioned and/or approved by the **Kolkata Municipal Corporation**.

AND WHEREAS Thereafter to avoid future complications the **Owners** and **Developer** executed and registered a **“DEVELOPMENT AGREEMENT”**, dated 20th day of November, 2024, which was duly registered at the office of the **District Sub-Registrar II at Alipore**, which was duly recorded in **Book No. I, Volume No. 1602-2024, Page from _____ to _____, Being No. 1602-_____ for the year 2024.**

AND WHEREAS Simultaneously said **Owner** executed and registered a **“DEVELOPMENT POWER OF ATTORNEY”**, dated 20th day of November, 2024, which was duly registered at the office of the **District Sub-Registrar II at Alipore**, which was duly recorded in **Book No. I, Volume No. 1602-2024, Page from _____ to _____, Being No. 1602-_____ for the year 2024.**

AND WHEREAS Thereafter said **BIGVISION UST DEVELOPERS LLP** a Limited Liability Partnership Firm having its registered Office at 75/27A, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata – 700038, in the District: 24 Parganas (South) West Bengal, India, duly represented by its **Authorized Signatory of the said Firm namely - MR. SOURAV ROY**, son of Mr. Subrata Roy, residing at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata-700038, in the District: 24 Parganas (South) West Bengal, India,,, the **DEVELOPER** of the said **ALL THAT** piece and parcel of a **Bastu Land** measuring about **3+4 Cottahs, 2 Chittaks and 24 Square Feet**, be the same a little more or less, together with **undivided one dilapidated Structure** comprising covered area of **5000 Square Feet**, lying and situated at lying and situated at **Premises No. 150, Diamond Harbour Road, Ward No. 123, Borough No. 16, being Assessee No. 41-123-06-0145-1**, and desired to construct a Multi-Storied Building upon the said premises for disposal of its different flats/units etc. to the intending Purchaser/s for commercial gain and so the said **DEVELOPER** sanctioned building plan vide **B.S. Plan No. _____, Dt. _____ valid upto _____**, from the **Kolkata Municipal Corporation** for construction of a Multi Storied Building upon the said **Municipal Premises No. 150, Diamond Harbour Road, Ward No. 123, Borough No. 16, being Assessee No. 41-123-06-0145-1.**

AND WHEREAS The **Said Premises** is earmarked for the purpose of building a residential cum commercial project, comprising **G + _____ Storied Apartment Buildings** and the said project shall be known as “_____” (“**Project**”).

1. The Promoter has registered the Project as a separate Project under the provisions of The Real Estate (Regulation and Development) Act, 2016 with the West Bengal Real Estate (Regulation and Development) Authority at Kolkata on under **Registration No.**

2. The **Promoter** has constructed and completed the G+4 storied building/project in the **Said premises**, as per Building Sanction Plan No. _____ dated _____, and the said building/project shall be known as “_____” (“**Project**”).

3. The Purchaser/s had applied for an Apartment in the Project and has been allotted **Apartment No.** having **Carpet Area** of **Square Feet**, (corresponding built up area of **Square Feet**), on the **Floor**, in building, along with **nos. of Open/Covered/Mechanical Car Parking Space Being No.** (measuring **135 Square Feet**, be the same a little more less) on the **Open Space/Ground Floor** of the building, as permissible under the applicable law **TOGETHER WITH** pro rata undivided, impartible and variable share in the common areas of the Project (“**COMMON AREAS**”) (hereinafter referred to as the “**APARTMENT**” more particularly described in **Schedule-“B”** hereunder written).

4. By an Agreement for Sale **dated** (hereinafter referred to as the “**AGREEMENT FOR SALE**”) the Promoter agreed to sell and the Purchaser/s agreed to purchase the Apartment for the Total consideration of Rs. (Rupees) only therein and on the terms and conditions as agreed therein with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project and their mutual rights and obligations.

A. BEFORE TAKING POSSESSION OF THE APARTMENT, THE PURCHASER/S HAS/HAVE:

- (a) seen and examined the lay out plan, specifications, amenities, facilities, fittings and fixtures provided in the Apartment, the Project, and accepted the floor plan, payment plan and the specifications, amenities and facilities which had been approved by the Competent Authority, as also the manner of construction thereof and have fully satisfied himself/herself/themselves with regard thereto and shall not make any claim or demand whatsoever against the Promoter;
- (b) been fully satisfied about the title of the Promoter to the Said premises/Project Land, the

documents relating to the title of the Said premises/Project Land, the right of the Promoter, the Plan of the Project, the materials used in the Apartment and Appurtenances, the workmanship and measurement of the Apartment, the carpet area whereof has been confirmed to the Purchaser and shall not raise any requisition about the same.

B. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Purchaser/s as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the Project Land; the Promoter has requisite rights to carry out development upon the Project Land and absolute, actual physical and legal possession of the Project Land for developing the Project;***
- (ii) The Owner & the Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;***
- (iii) There are no encumbrances upon the Project Land or the Project;***
- (iv) There are no litigations pending before any Court of law with respect to the Project Land, Project or the Apartment;***
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the Project Land, the Tower/Building and the Apartment and the Common Areas (till the time the Common Areas and Facilities are transferred to the Association);***
- (vi) The Promoter have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;***
- (vii) The Promoter confirm that they are not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Deed of Conveyance;***

- (viii) *The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land;*
- (ix) *The Promoter have duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authority till the Completion Certificate or Partial Completion Certificate, as the case may be, has been issued and the Apartment is deemed to have been handed over to the Purchaser in terms of the notice of Possession issued to the Purchaser (equipped with all the specifications, amenities and facilities).*
- (x) *No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said premises) has been received by or served upon the Promoter in respect of the Project Land and/or the Project.*
- (xi) *In pursuance of the said Agreement for sale this Deed of Conveyance is being executed by the Promoter in favour of the Purchaser/s to give effect to the transfer of the Apartment and the rights appurtenant thereto in favour of the Purchaser/s.*

I. NOW THIS INDENTURE WITNESSETH as follows:

*In pursuance of the said Agreement for Sale dated.....and in terms of the conditions mutually agreed upon and in total consideration of payment of the said sum of Rs./- (Rupees.....) only, the lawful money of the Union of India truly paid by the Purchaser/s to the Promoter on or before the execution of these presents (the receipt whereof doth hereby admit and acknowledge and/or from the same and every part thereof doth hereby acquit and forever discharge to the Purchaser/s,) the Promoter deliver and the Purchaser/s hereby taken the vacant peaceful possession of the **Said Apartment** more fully and particularly described in the **Schedule-“B”** hereunder written and the said Promoter do hereby indefeasible grant, sell, convey, transfer and assure and assign free from all encumbrances, attachments liens, charges etc. unto and in favour of the Purchaser/s **All That the Said Apartment** at the Said premises more fully and particularly described in the **Schedule-***

“B” hereunder written together with common parts and portions, area and facilities and amenities provided thereon together with proportionate share in the land Together with right to common with other Purchasers or Owners so acquiring similar right to enjoy and possess all common passages, roof, open spaces, staircase, landing, lobbies, drains, water courses, easement advantages, liberties, rights and privileges in anywise appertaining thereto or reputed to belong to the estate right title interest claim and demand of the Promoter into and upon the Said Apartment and Said premises, the specific purchased **Said Apartment** of the Purchaser/s specifically described in the **Schedule “B”** written hereunder, free from all encumbrances charges trust, liens, claims or demand whatsoever. The Purchaser/s shall has/have full easement right over the **Said Apartment** and the common parts in common with the co-owners, Purchasers and occupiers of the said building such common being described in the **Schedule-“D”** hereunder written subject to be governed by such rights and obligations as set forth in the **Schedule-“F”** hereunder written and also subject to the Purchaser/s paying and discharging terms and impositions on the **Said Apartment** of the building and the common expenses being described in the **Schedule-“E”** in connection with the **Said Apartment** and the said building proportionately also such other expenses as may be included in the said common expenses **TO ENTER INTO AND TO HAVE AND TO HOLD OWN POSSESS AND ENJOY** the **Said Apartment** of the building constructed on the basis of the sanctioned plan, hereby granted, transferred, assured and conveyed to the Purchaser/s absolutely and forever and the Promoter do hereby covenant and agree with the Purchaser/s **THAT NOTWITHSTANDING** any act deed or things whatsoever and amenities by the Promoter or by any of its ancestors or predecessors in title done or executed or knowingly suffered to the contrary the Promoter now have good right full power and absolutely authority and indefeasible title to grant sell convey and transfer the **Said Apartment** of the said building and also the Specifications, amenities, facilities, common areas and installation, common expenses and Liabilities as described in the **Schedule-“C”, Schedule-“D”, Schedule-“E” and Schedule-“F”**, herein below respectively hereby grant convey sold and transferred or expressed or intended so to be unto and to the use and benefit of the Purchaser/s his/her/ their, heirs, legal representative, executors administrators, representatives, free from attachments, charges, liens, and lis pendents and that the Purchaser/s his/her/ their, heirs, legal representative, executors, administrators, representatives and assigns shall and may at all times hereinafter peaceably and quietly posses and enjoy the **Said Apartment** of the said building and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Promoter or any person or persons claiming or having any lawful authority to claim as aforesaid **AND FURTHER THAT** the Promoter and all person having lawfully claiming any estate or interest whatsoever in the **Said Apartment** of the said building or in the said common areas and facilities and also on the land

*underneath or any part thereof from under entrust for the Promoter from or under any of its predecessors or successors, in title shall and will from time to time and at all times hereafter at the request and cost of the Purchaser/s, his/her/their heirs, executors, administrators representatives and assigns do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly conveying and assuring the **Said Apartment** of the said building Together With common areas and facilities and the land underneath and other parts thereof unto and to the use of the Purchaser/s and his/her/their heirs, executors, administrators representatives and assigns as may be reasonable required and that the Purchaser/s, his/her/their heirs executors, administrators representatives and assigns shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the **Said Apartment** of the said building or every part thereof without any lawful eviction hindrance and interruption disturbance claim or demand whatsoever from or by the Promoter or any person or persons or any other apartment owners of the building at the Said premises.*

II. THE PROMOTER doth hereby covenant with the **PURCHASER/S** as follows:-

(a) THAT NOTWITHSTANDING anything hereto before done or suffered to the contrary the Promoter has good and perfect right title and interest to convey, the **Said Apartment** and the undivided proportionate share in the Said premises and all the rights privileges and appurtenances thereunto belonging and hereby sold conveyed and transferred to the Purchaser/s in the manner aforesaid and that Promoter has not done or knowingly suffered anything whereby the Said premises and the Said Apartment may be encumbered effected or imposed in estate title or interest or otherwise.

(b) There are no encumbrances charges trusts, liens, attachments claims or demands whatsoever now subsisting on the Said Apartment and Said premises and that the **Said Apartment** and Said premises is not the subject matter of any suit or litigation or proceedings and has not been offered as security or otherwise to any court or Revenue Authority.

(c) The Purchaser/s shall henceforth peacefully and quietly hold possess and enjoy the rents and profits derivable from and out of the **Said Apartment** without any claims or demands hindrance interruption or disturbance from or by the Promoter or any person or persons claiming through or under or interest for the Promoter and without any lawful hindrance interruption or disturbance by any other person or persons whomsoever.

(d) The Promoter shall at all times do and execute at the request and expenses of the Purchaser/s all such further lawful acts, deeds and things and assurances as may be reasonably required by the Purchaser/s for better and/or further effectuating and assuring the conveyance hereby made or the title of the Purchaser/s to the property made or the Purchaser/s to the Said Apartment hereby sold and conveyed.

SCHEDULE – “A” ABOVE REFERRED TO:

(TOTAL PROPERTY)

ALL THAT piece and parcel of a Bastu Land measuring about **3½ Cottahs, 2 Chittaks and 24 Square Feet**, be the same a little more or less, together with **undivided one dilapidated Structure** comprising covered area of **5000 Square Feet**, lying and situated at lying and situated at **Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi Nos. 1-6, 8-10, and 12-16, Khatian No. 2607, Dag Nos. 55/4597, 56, 57, being Municipal Premises No. 150, Diamond Harbour Road, Ward No. 123, Borough No. XVI, being Assessee No. 41-123-06-0145-1, within local limits and jurisdiction under The Kolkata Municipal Corporation, Ward No. 123, Kolkata-700008, Police Station: Thakurpukur, in the District: 24-Parganas (South), with all common amenities and facilities thereto together with all easement rights, quasi-easement attached thereto AND THE aforesaid **TOTAL PROPERTY** butted and bounded as follows:-**

ON THE NORTH : By 8' Feet wide Common Passage and 87 Diamond Harbour Road, 87/3 Diamond Harbour Road, 87/4 Diamond Harbour Road ;

ON THE SOUTH : By Premises No.4/3 (88) Chandi Charan Ghosh Road and Pramila Villa;

ON THE EAST: By 8' Feet wide Common Passage and Common Drain;

ON THE WEST : By 120' Feet Wide Diamond Harbour Road;

Zone: Ward No. 123, 126 Premises Located on D. H. Road.

SCHEDULE – “B” ABOVE REFERRED TO:

(The SAID FLAT & CAR PARKING SPACE)

ALL THAT piece and parcel of One Self-contained Flat measuring about _____ Sq. Ft. on the _____ Floor and One Car Parking Space measuring about _____ Sq. Ft. in the Ground Floor, **Together With** impartible and variable proportionate share in the said plot of land and common portion and amenities or facilities in the said building in terms of the aforesaid sanctioned building plan of the said plot of land hereinafter called and referred to as the **“FLAT & CAR PARKING SPACE”** **TOGETHER WITH** all common portion and amenities or facilities in the said building named as “_____”, lying and situated at **Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi Nos. 1-6, 8-10, and 12-16, Khatian No. 2607, Dag Nos. 55/4597, 56, 57, being Municipal Premises No. 150, Diamond Harbour Road, Ward No. 123, Borough No. XVI, being Assessee No. 41-123-06-0145-1, within local limits and jurisdiction under The**

Kolkata Municipal Corporation, Ward No. 123, Kolkata-700008, Police Station: Thakurpukur, in the District: 24-Parganas (South), with all Common Users Area & Facilities in the said building as set-out in the SCHEDULE - D hereunder written.

SCHEDULE-'C'

(SPECIFICATIONS, AMENITIES & FACILITIES IN RESPECT OF PROJECT)

1. Security system comprising of CCTV,
2. Lights in common area,
3. Internal Sewer line,
4. Passenger elevator,
5. Security Room,

SCHEDULE-'D'

[PROJECT COMMON PORTIONS AND FACILITIES]

1. The foundation, columns, beams support, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways.
2. The security room with electrical wiring, switches and points, fittings and fixtures if any.
3. Windows/doors/grills and other fittings of the common area of the premises.
4. Passenger Lift of reputed brand with all machineries, accessories and equipment and lift well, Lift pit for installing the same and lift lobbies on all floors, Lift machine Room;
5. Electrical Control Panels and accessories, subject to necessary permissions.
6. Water Pump and common pumping installations for pumping of water from underground to the reservoirs on the roof.
7. Drainage and Sewerage evacuation pipes from the Units to drains and sewers common to the New Building.
8. Outer walls of the New Building, foundation walls, Boundary Walls, and Main gate to the New Building and the premises. And all paths, passages and driveways in the said premises but other than those reserved by the Owner for its own use for any purpose and those reserved for parking or marked by the Owner exclusive to any unit or purchasers of Flat /shops/ commercial spaces.
9. Overhead Water Tank with distribution pipes there from connecting to different Units, if any, and Water inlay system from ground to Overhead reservoir.
10. CCTV
11. Such other common parts, areas, equipment, installations, fixtures, fittings, covered and open space in or about the said Premises and/or the building as are necessary for purpose or use and

occupancy of the Flat /shops/ commercial space as are necessary.

SCHEDULE-'E'
(COMMON EXPENSES)

MAINTENANCE : All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating, redecorating, renewing and replacing the main structure, all the Common Areas and Installations common machineries, equipment installations and accessories for common services utilities and facilities (including the outer walls of the New Building) gutters and water pipes, drains and electric cables and wires in under or upon the New Building, staircase of the New Building and the boundary walls of the New Building.

OPERATIONAL: All expenses for running and operating, working and maintenance of all machineries, equipment, installations and accessories for common facilities and utilities (including lifts, water pump with motor etc.) and all costs of cleaning and lighting the main entrance passage, landings, staircase and other common areas of the New Building and keeping the adjoining side space in good and repaired conditions.

STAFF : The salaries of and all other expenses on the staff (including Office Manager, clerks, bill-collector, liftman, chowkidars, sweepers, caretakers, electrician plumbers and other persons) to be employed for the common purposes (including bonus and other emoluments and benefits).

ASSOCIATION : Establishment and all other expenses of the association or cooperative society (including its formation) and also similar expenses of the Owner or any agency looking after the Common Purposes until handing over the same to the Association.

TAXES : Municipal and other rates, Sales Tax, GST, Service Tax and any other Tax and levies and all other outgoings in respect of the said premises (save those assessed separately in respect of any unit).

COMMON UTILITIES : Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

RESERVES : Creation of funds for replacement, renovation and/or other periodic expenses.

OTHERS : All other expenses and/or outgoings including litigation expenses as are incurred by the Owner and/or the Association or Co-operative Society for the Common Purposes.

SCHEDULE-'F'
(RIGHTS & OBLIGATION OF THE PURCHASER/S)

1. That the Purchaser/s shall own and enjoy the **Said Apartment** of the said building at the Said premises along with undivided proportionate share in the Said premises together with right in

*common with all other persons lawfully entitled hereto all sewers, drains, water courses, and all proportionate right in respect of all the common areas mentioned in the **Schedule-D** Above written.*

- 2. That Purchaser/s shall become and remain Member of the Society or Association to be formed by and consisting of the Owners of the Apartment of the building namely “GAGANDEEP” constructed in the Said premises written for the purpose of attending to safe guarding maintaining all matters and common interest like repairs white washing of the building and common colour washing or painting of the common parts of the building and repairing common passage, staircase, compound walls and all other common amenities, lifts.*
- 3. That the Purchaser/s shall observe and perform the terms and conditions and bylaws the rules and regulations of the said Society or Association.*
- 4. That the Purchaser/s shall use the apartment hereby sold and conveyed or any part thereof as per the purpose herein mentioned. Pursuant where of is may be or become any way, nuisance annoyance or danger to the Promoter or its successors in office or to the owners and/or the occupiers of the other apartment owners or of the owners or occupiers of any neighboring property or which may tend to depreciate the value of the Said Apartment or any part thereof as a residential property or permit the same to be used (except as aforesaid) for any other purpose.*
- 5. That the Purchaser/s shall give the owner of the other apartments the necessary technical support for their apartment and also a right to any way over all common roads, staircase, passages etc. and shall and will be entitled to similar rights from and other owners of the said building.*
- 6. The Purchaser/s shall has/have the right to enter into any other apartments in the said building for the purpose of affecting repair of service pipes line and portions of their apartment as may be reasonably necessitate such entry with 48 hours advance intimation of their such intended entry to the owners concerned and shall and will allow owners of other apartments such entry into their apartment areas under similar circumstances and upon having similar prior Notice in writing.*
- 7. The Purchaser/s shall be liable to pay directly to KMC/municipality and/or other appropriate authorities or contribute in proportion to the floor area of the Said Apartment towards in the account of payment of taxes and other outgoings payable in respect of the said plot of land and/or the premises and in cases where the said payment shall not be made directly to the KMC/municipality and/or statutory authorities as aforesaid same shall be made by the Purchasers to the Promoter and the Promoter retains such authority and upon its formation to the Associations or*

Society of the Purchasers of the undivided proportionate share in the Said premises and thus becoming owners of the several apartments in the building and in defaults shall be liable for payment thereof with costs of litigation being sued by the Promoter or the Association or Society as the case may be. The Purchaser/s shall mutate his/her/their name in the records of local Municipal authority in respect of his/her/their apartment and proportionate share of land.

- 8. The Association of the Apartment owner shall be formed by the Purchaser/s herein, with other apartment owners in the building and submit the building to the provision of West Bengal Apartment Ownership Act, 1972 and that the Purchaser/s shall and will sign and execute all respective forms returns declarations and documents as may be from time to time become necessary.*
- 9. The Purchaser/s shall has/have the full proprietary rights on the Said Apartment more fully described in the **Schedule-B** herein above written together with undivided proportionate share of land, the Purchasers shall be entitled to sell mortgage, let out lease out or transfer in any way permitted by laws without requiring to have or seek any consent for the purpose from the Promoter or any other owners or owners of the apartment areas other than their own contained in the said Building.*
- 10. The Purchaser/s undivided interest in the said soil or land and shall remain joint forever with the owners of other apartment owners of the said building and it being hereby further declare that the interest in the said soil or the Said premises is impartible.*
- 11. The Purchaser/s shall not in any case damage the main structural wall of the said building which may be prejudicial to the interest of the other apartment owners.*
- 12. The Purchaser/s shall not decorate the exterior portion of the Said Apartment otherwise than in the manner in writing by the committee.*

IN WITNESS WHEREOF all the Party have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

At Kolkata In The Presence of:-

WITNESSES: -

1.

2.

=====

SIGNATURE OF THE OWNER
Owner duly represented by their Constituted Attorneys

=====

Signature of the **PURCHASER/S**

=====

BIGVISION UST DEVELOPERS LLP
Represented by its Managing Partner and authorized
signatory of the Firm as Developer/Confirming Party

Drafted & Printed by:

@ooke Das
Advocate,
Alipore Judges' Court,
Kolkata : 700027,
Enrolment No. F/969/1997.

MEMO OF CONSIDERATION

RECEIVED of and from the within named **PURCHASER** a sum of Rs. _____/- (Rupees _____) **only as**
FULL AND FINAL CONSIDERATION of the said **FLAT**, described in the **SCEOND SCHEDULE**, herein above written as per
memo below :-

By Account Payee Cheque No. _____, dated _____

Drawn on _____ Bank , _____ Branch, amounting to...

Rs. _____/-

By Account Payee Cheque No. _____, dated _____

Drawn on _____ Bank , _____ Branch, amounting to...

Rs. _____/-

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By Account Payee Cheque No. _____, dated _____

Drawn on _____ Bank , _____ Branch, amounting to...

Rs. _____/-

By Account Payee Cheque No. _____, dated _____

Drawn on _____ Bank , _____ Branch, amounting to...

Rs. _____/-

By Account Payee Cheque No. _____, dated _____

Drawn on _____ Bank , _____ Branch, amounting to...

Rs. _____/-

Total Rs. _____/-

Rupees _____ only.

WITNESSES:

1.

2.

=====

BIGVISION UST DEVELOPERS LLP
Represented by its Managing Partner and authorized
signatory of the Firm as Developer/Confirming Party

		Thumb	First	Middle	Ring	Little
LEFT :						
	RIGHT :					

Name: _____
Signature: _____

	LEFT :					
	RIGHT :					

Name: _____,
Signature: _____

	LEFT :					
	RIGHT :					

Name: _____,
Signature: _____