2087/2024

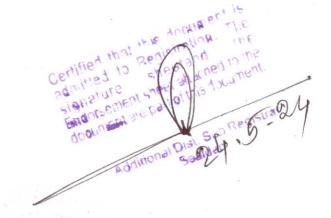
I-2029/2024



पश्चिम बंगाल WEST BENGAL

33AA 892517

Q 200 (177582)2024.



DECLARATION

THIS DECLARATION is made on this the 24th day of May 2024 (Two Thousand and Twenty Four)

BETWEEN

2 2 MAY 2024

Value 201

Value 20

Marmistha Chatterjee Mukherjee Govt. Lince Stamp Vendor Sealdah Civil Court, Kol-14

A.D. S.R., St. Al.DAH

24 MM 2024

Dist. South 74 Parganas

(1) SMT. BANDANA PAL (PAN BIWPP6630E), wife of late Biswes Pal (2) SRI BIKRAM PAL (PAN AOMPP1600H), son of late Biswes Pal, both residing at 176/14/99, Raipur Road, Flat No. F-52, Kolkata 700092, Police Station - Jadavpur, (3) SRI BHASKAR PAL (PAN AJLPP4500C), son of late Biswes Pal, residing at 4B, Devloke Heights, 142A, Raja S.C. Mullick Road, Jadavpur, Police Station - Jadavpur, Kolkata 700092 (4) SRI ALARKA GHOSH (PAN ADBPG4539J), son of late Amal Kumar Ghosh, residing at 15C, Hemchhaya, 40, Old Ballygunge 2nd Lane, Post Office - Ballygunge, Police Station - Karaya, Kolkata 700019 and (5) SRI UMESH CHANDRA DAS (PAN ADLPD3377R), son of late Gopal Chandra Das, residing at 24, Jawaharlal Nehru Road, Post Office and Police Station - New Market, Kolkata 700 087, for Self, as well as being the Sole Executer under the Last Will and Testament, dated, 27-03-2012 of Late Manju Sengupta, all hereinafter collectively referred to and called as the **DECLARANTS** / PARTIES OF THE FIRST PART, represented by their constituted Attorney MR. **BISHAN** M. AGARWAL (HAVING AFJPA6544H) [Adhaar No. 992581547662], son of Rambilas Agarwal, residing at 36/1B, Lala Lajpat Rai Sarani, Kolkata -700020, Police Station Bhawanipore, Post Office - L.R. Sarani. (which expression or term shall unless repugnant to the subject or context deem to mean and include all their respective legal heirs, legal representatives, administrators, executors, nominees and/or assigns) on the ONE PART

AND

CAMPAIGN PROPERTIES LLP, (PAN AAOFC7858E),
 COMMITMENT NIRMAN LLP, (PAN AAOFC8327J) 3. CRONY DEVELOPERS LLP, (PAN AAOFC8284G) 4. DOMINION BUILDERS



LLP, (PAN AAQFD3670H) 5. ORCHID PREMISES LLP, (PAN AAGFO6103N) 6. DOMINION AWAS LLP, (PAN AASFD2350A) 7. COMMITMENT BUILDERS LLP, (PAN AAQFC3298L) 8. SHAISHAV HOMES LLP, (PAN ADZFS7566E), 9. SPIRITUAL PROPERTIES LLP, (PAN ADZFS7567E), 10. COMPANION PROPERTIES LLP, (PAN AAOFC8283B), all the above named Parties are Limited Liability Partnership Firms incorporated under the Limited Partnership Act 2008, all having registered office at 11A/1C East Topsia Road, Post Office Gobindo Khatick Road, Police Station- formerly Tiljala, presently Pragati Maidan, Kolkata 700046, all hereinafter collectively referred to and called as the PARTIES OF THE SECOND PART (which expression or term shall unless repugnant to the subject or context deem to mean and include all their successors-in-office, successors – in –title, legal representatives, administrators, executors, nominees and/or assigns) of the OTHER PART.

WHEREAS:

A. One Bijoy Krishna Pal, since deceased, the father of Biswes Pal (now deceased) who was the predecessor – in – interest of the First, Second, Third and Fifth Parties of the First Part herein, and maternal grandfather of Sri Alarka Ghosh, son of late Amal Kumar Ghosh (the Fourth Party of the Parties of the First Part herein), during his life time was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to as sole and absolute owner of ALL THAT piece and parcel of land measuring about (1) 6.53 Decimal, appertaining to L.R. Dag No. 97, 99, 100 lying and situated at, Mouza – Barakhola, J.L. No. 21, Police Station- Survey Park, District 24 Parganas, presently 24 Parganas South, (2) 82 Decimal, in LR Dag no.101, in



mouza Barakhola J. L. No. 21, Police Station: Formerly Purba Jadavpur now Survey Park, District: 24 Parganas (South), (3) 05 Decimal, in LR Dag no. 78, in mouza Barakhola J. L. No. 21, Police Station: Formerly Purba Jadavpur now Survey Park, District: 24 Parganas (South), (4) 03 Decimal, in LR Dag no. 79, in mouza Barakhola J. L. No. 21, Police Station: Formerly Purba Jadavpur now Survey Park, District: 24 Parganas (South), (5) 17 Decimal, in LR Dag no.103, in mouza Barakhola J. L. No. 21, Police Station: Formerly Purba Jadavpur now Survey Park, District: 24 Parganas (South), total 113.53 Decimal, hereinafter referred to as the said Land, and whose name was duly recorded in the Revisional Settlement after vesting to the State of his excess land as per provision of the WBEA Act 1953 & WBLR Act, 1955.

- B. While seized and possessed of the said Land and other properties (including the schedule property as set out hereinafter) as sole and absolute owner, said Bijoy Krishna Pal died intestate on 22nd April, 1977 leaving behind him his wife, Smt. Purnima Pal, only son, namely said Biswes Pal (the predecessor-in-interest of the First Second and Third Parties of the First Part herein), and two married daughters, namely, Smt. Anju Ghosh and Smt. Manju Sengupta, since deceased, as his heir and heiresses and legal representatives to inherit the estate left behind by the said deceased, Bijoy Krishna Pal. Subsequently, said Purnima Pal, wife of said Bijoy Krishna Pal, also died intestate on 9th November, 1994.
- C. By way of aforesaid inheritance, said Biswes Pal, Anju Ghosh and Manju Sengupta became the joint owners in respect of the estate left behind by the said deceased, Bijoy Krishna Pal including the schedule property set out in the schedule hereinafter contained, each



having undivided $1/3^{rd}$ share or interest into or upon the said Land and other properties left behind by the said deceased.

- D. Anju Ghosh, daughter of late Bijoy Krishna Pal died intestate on 26th June, 2005 and her husband Amal Ghosh having died on 17th October, 2010, leaving behind their only son, namely Alarka Ghosh (being the Fourth Party of the Parties of the First Part herein) and after death of said Amal Ghosh and Anju Ghosh, both died intestate, said Alarka Ghosh became the absolute owner of the undivided 1/3rd share of the Estate left behind by said Bijoy Krishna Pal including the schedule property hereinafter contained / Remaining Land which his mother, Anju Ghosh, inherited from said Bijoy Krishna Pal.
- E. Manju Sengupta, another daughter of said late Bijoy Krishna Pal died issue less but testate on 24th April, 2018 (her husband Sri Ananda Gopal Sengupta having predeceased her on 14th July 2016 after having made and published her Last Will and Testament dated 27th March 2012, which was duly registered, whereby and whereunder she appointed the Fifth Party of the Parties of the First Part herein) as the Sole Executor of her said Last Will and Testament and she thereby bequeathed and devised her undivided one third share or interest into or upon the said Land and/or the said Remaining Land unto and in favour of the Fifth Party of the Parties of the First Party.
- F. In the manner as recited hereinabove, the predecessor-in-interest of the First, Second and Third Party of the Parties of the First Part and the Fourth and Fifth Party of the Parties of the First Part thus have thus become jointly and/or severally seized and possessed of and/or otherwise entitled to the undivided share or interest in respect of the said Land and/or the said Remaining Land.



Dist.-South 24 Parganes

- G. Said Biswes Pal, the predecessor-in-interest of the First, Second and Third Parties of the Parties of the First Part herein died intestate on 17/10/2022 leaving behind the Declarant nos. 1, 2 and 3 herein as his only legal heirs and legal representatives.
- Η. By virtue of **Deed no. 3272 dated 29.06.2022, Deed no. 3243** dated 29.06.2022, and Deed no. 3245 dated 29.06.2022 at the Registry Office of A.D.S.R. Sealdah, District 24 Parganas South, and, By virtue of **Deed no. 3244, 3250, 3258, 3259, 3260, 3265, 3266,** 3267, 3269, 3270, 3271, Dated 29th June, 2022, at the Registry Office of A.D.S.R. Sealdah, and, By virtue of **Deed no. 815, 814,** Dated 06.02.2020, at the Registry office of A.D.S.R. Sealdah, Dist. South 24 Parganas, hereinafter contained, said Biswes Pal (since deceased) during his life time along with the Fourth and Fifth Party of the Parties of the First Part herein, jointly as owners as therein mentioned sold conveyed and transferred the said schedule property for valuable consideration unto and in favour of the Parties of the Second Part as purchasers therein mentioned. And after the demise of said Biswes Pal on 17.10.2020, the First, Second and Third parties of the First part along with the Fourth and Fifth Parties of the First Part herein, jointly as owner therein mentioned sold conveyed and transfer the said schedule property for valuable consideration unto and in favour of the Parties of the Second Part as purchasers therein mentioned.
- I. In the aforesaid Deeds of Conveyance, one of the restrictions and/or stipulations mentioned therein are:
 - (a) That it is further made clear that until such time limit for scrutiny assessment (i.e. up. to 7 years from execution of this Indenture or such period till the appeal, or revision before

A.D.S.R., SEALDAH

24 MAY 2024

Diat-South 24 Parganan

attributable to the sale of the said Schedule Property, unto and in favour of the Purchasers, is / are processes to confirm the correctness and genuineness of various claims, deductions, etc., made by the Vendors in their income tax return are over, all liabilities on account of capital gains and/or income tax and/or any other amount demand by any of the concerned authorities are fully paid and/or settled by way of final assessment order /reassessment order or payment of tax, the Purchasers as token of security shall not be entitled to sell, transfer, alienate and/or create any third party interest into or upon the said Property or any part or portion thereof.

That if the above conditions are not fulfilled by the (b) Purchasers, then the Vendors reserve the right to issue written notice to the Purchasers calling them to perform their obligations under this Indenture, within 30 days from receiving the notice (hereinafter referred to as "Curing Period") and if the Purchasers fails to perform their Obligation(s) within the said Curing Period then the Vendors shall have the right to apply before the competent authority for cancellation of the Deed of Conveyance(s) executed in favour of the Purchasers in respect of the said Schedule Property and the Vendors shall refund the entire consideration amount as mentioned in the Deed of Conveyance (s) net of any reasonable expenses and taxes incurred related to such sale transaction to the Purchasers for which the Purchasers shall not raise any objection, but nothing shall be implemented if the Purchasers cure and/or make good of their obligations within the said Curing Period.



J. Recently, the Declarants herein consulted legal experts and understood that the aforesaid restrictions and/or stipulations are repugnant to the interested created by the said referred Deeds of Conveyance set out in the Schedule below and executed by the Vendors mention, and by the said Documents created absolute interest therein in favour of the Purchasers in respect of the schedule property and such restrictions / stipulations are repugnant to the interest and contrary to the provisions of Section 11 of the Transfer of Property Act. Now, it has become necessary to execute these presents to endorse / signify that there will be nor shall be any restriction or bar upon the Purchasers in the matters of the latter effecting transfer of the schedule property or portions thereof and waiver or withdrawal of referred restriction of said seven years period.

NOW THIS DECLARATION WITNESSETH THAT pursuant to the aforesaid deliberation, the Declarant nos. 1, 2 and 3 being successorsin-interest of said Biswes Pal, who was one of the Vendors being Vendor no. 1 in the aforesaid Deeds of Conveyance and the Declarant nos. 4 and 5 being the Vendors in respect of the said Deeds, do hereby in no uncertain terms, by these presents to endorse / signify that there will be nor shall be any restriction or bar upon the Purchasers in the matters of the latter effecting transfer of the schedule property or portions thereof and waiver or withdrawal of referred restriction of said seven years period and the Parties of the Second Part will and shall have unfettered right to deal with and/or transact and/or utilize the schedule property in the manner they may deem fit and proper or consider beneficial for them and that the declarations herein stated by these presents shall for all practical purposes and for all intents and purposes for all times to come be read and understood as continuation of the aforesaid Deeds of Conveyances and that the aforesaid



restrictions or stipulations therein contained will be treated and construed as if such restrictions or stipulations do not exist and/or waived.



IN WITNESS WHEREOF, the Declarants herein do hereby put in and subscribe their respective hands and seals on the day month and year first above written.

SIGNED SEALED AND DELIVERED

BY THE WITHIN NAMED DECLARANTS

IN THE PRESENCE OF:

WITNESSES:

1. Kawsfor Bosu Mellich 20/1 M. F. T. Rosad Kol-46.

Dishan. M. Agand
SIGNATURE OF DECLARANTS

2. SANTANU GHOSH

[WIC TOPSIA RASTROAD.

LOL-46

Prepared and drafted at my office

Ankan Rot Kamiilad
Advocate.

ARPAN ROY KANJILAL
Anpan Roy Kanjilah
ADVOCATE
HIGH COURT, CALCUTTA
FNROI MENT NO. F/1863/2013



SPECIMEN FORM FOR

TEN FINGERPRINTS

	LITTLE FINGER RING FINGER
	LEFT HAND THUMB FORE GER MIDDLE FINGER RING FINGER THUM THUMB RIGHT
	Signature_ hmiar
	LITTLE FINGER RING FINGER MIDDLE FINGER FORE FINGER THUMP
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	RIGHT HAND MIDDLE FINGER RING FINGER LITTLE FING
	Signature
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	LEFT HAND LEFT HAND
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	RIGHT HAND . MIDDLE FINGER RING FINGER LITTLE FINGER
	Gignature



Major Information of the Deed

Deed No:	I-1606-02029/2024								
Query No / Year		Date of Registration	24/05/2024						
	1606-2001177582/2024	Office where deed is registered							
Query Date	10/05/2024 4:26:44 PM	A D S D SEAL DALL ST							
Applicant Name, Address & Other Details	Arpan Roy Kaniilal	A.D.S.R. SEALDAH, District: South 24-Pargana: 3,Thana: Bagnan, District: Howrah, WEST BENGAI							
Transaction		- Tatao .7 tavocate	, DENO/L						
[0901] Declaration, Declara	tion relating to !	Additional Transaction							
. 10. 0/-		y [4305] Other than Immovable Property, Declaration [No of Declaration : 1] Market Value Rs. 10,22,46,480/-							
					Rs. 20/- (Article:4)		Registration Fee Paid		
							Rs 14/- (Article: E.)		
	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.								

Land Details:

District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Barakhola, Road Zone: (AMRI -- rest),, Premises No: Unassessed by KMC/HMC, Ward No: 109 Pin Code: 700099

Sch No	Plot	Khatian	Land	Use	Area of Land	Set Fant	, Ward No: 109	ATION, Road: Pin Code : 700099
L1	Number (RS :-)	Number	Proposed	ROR	Land	Setroith	Market Value (In Rs.)	OH- D
	(110)	i e	Bastu		6.53 Dec	1/-	58 80 996/	- Width of Approach
L2	(RS:-)		Dest			Road: 6 Ft.,		
	()		Bastu		82 Dec	1/-	7,38,50,184/-	Width of Approach
L4	(RS:-)		Bastu		5.5			Road: 6 Ft.,
			- uota		5 Dec	1/-	45,03,060/-	Width of Approach
L5	(RS :-)		Bastu		2.0			Road: 6 Ft.,
					3 Dec	27,01,836/- Width o	Width of Approach	
L7	(RS:-)		Bastu		17 D		Road: 6 Ft.,	Road: 6 Ft.,
-						1,53,10,404/-	Width of Approach	
		TOTAL :						Road: 6 Ft.,
	Grand				113.53Dec	5 /-	1022,46,480 /-	
		. otur .			113.53Dec	5 /-	1022,46,480 /-	

Declarant Details :

SI No	Name,Address,Photo,Finger print and Signature
	Smt BANDANA PAL Wife of Late BISWES PAL City:-, P.O:- RAIPUR ROAD, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: IndiaDate of Birth:XX- XX-1XX7, PAN No.:: Blxxxxxx0E, Aadhaar No: 78xxxxxxxxx8294, Status: Individual, Executed by: Attorney,

2 Mr BIKRAM PAL

Son of Late BISWES PAL City:- , P.O:- RAIPUR ROAD, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: IndiaDate of Birth:XX-XX-1XX1 , PAN No.:: AOxxxxxx0H,Aadhaar No Not Provided by UIDAI, Status: Individual, Executed by: Attorney,

3 Mr BHASKAR PAL

Son of Late BISWES PAL City:- , P.O:- RAIPUR ROAD, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: IndiaDate of Birth:XX-XX-1XX5 , PAN No.:: AJxxxxxx0C, Aadhaar No Not Provided by UIDAI, Status: Individual, Executed by: Attorney,

Mr ALARKA GHOSH

Son of Late AMAL KUMAR GHOSH City:- , P.O:- BALLYGUNGE, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: IndiaDate of Birth:XX-XX-100019 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: IndiaDate of Birth:XX-XX-100019 Sex: Additional Accounts of the Company of the Comp

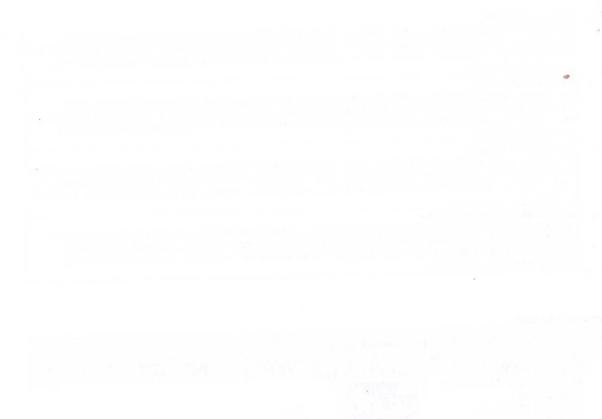
5 Mr UMESH CHANDRA DAS

Son of Late GOPAL CHANDRA DAS City:- Kolkata, P.O:- NEW MARKET, P.S:-New Market, District:-Kolkata, West Bengal, India, PIN:- 700087 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: IndiaDate of Attorney, Executed by: Attorney

Attorney Details:

Name	Photo	Finger Print	Signature
Mr BISHAN M AGARWAL (Presentant) Son of Mr RAMBILAS AGARWAL Date of Execution - 24/05/2024, , Admitted by: Self, Date of Admission: 24/05/2024, Place of Admission of Execution: Office		Captured	former
20/15	May 24 2024 1:11PM	LTI 24/05/2024	24/05/2024
36/1B, Lala Lajpat Rai Sarani, Parganas, West Bengal, India Citizen of: India, Date of Birth: Status : Attorney, Attorney of : GHOSH, Mr UMESH CHANDF	XX-XX-1XX9 , PA	ex. Male, By Caste: Hi	ndu, Occupation: Business,

Name	Photo	Finger Print	Signature
Mr ARPAN ROY KANJILAL Son of Mr SANKAR PRASAD ROY KANJILAL City:-, P.O:- KALYANPUR, P.S:-Bagnan, District:-Howrah, West Bengal, India, PIN:- 711303		Captured	Aren eas one.
ldentifier Of Mr BISHAN M AGARWAL	24/05/2024	24/05/2024	24/05/2024







Endorsement For Deed Number : I - 160602029 / 2024

On 24-05-2024

Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4 of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 13:02 hrs on 24-05-2024, at the Office of the A.D.S.R. SEALDAH by Mr BISHAN M AGARWAL,.

Executed by Attorney

Execution by Mr BISHAN M AGARWAL, , Son of Mr RAMBILAS AGARWAL, 36/1B, Road: Lala Lajpat Rai Sarani, , P.O: L R SARANI, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700020, by caste Hindu, by profession Business as constituted attorney for 1. Smt BANDANA PAL P.O: RAIPUR ROAD, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700092, 2. Mr BIKRAM PAL P.O: RAIPUR ROAD, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700092, 3. Mr BHASKAR PAL P.O: RAIPUR ROAD, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700092, 4. Mr ALARKA GHOSH P.O: BALLYGUNGE, Thana: Karaya, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, 5. Mr UMESH CHANDRA DAS P.O: NEW MARKET, Thana: New Market, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700087 is admitted by

Indetified by Mr ARPAN ROY KANJILAL, , , Son of Mr SANKAR PRASAD ROY KANJILAL, P.O: KALYANPUR, Thana: Bagnan, , Howrah, WEST BENGAL, India, PIN - 711303, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 14.00/- (E = Rs 14.00/-) and Registration Fees paid by Cash Rs 14.00/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20/- and Stamp Duty paid by Stamp Rs 20.00/- Description of Stamp

1. Stamp: Type: Impressed, Serial no 5253, Amount: Rs.20.00/-, Date of Purchase: 22/05/2024, Vendor name: SHARMISTHA CHATTERJEE MUKHERJEE

Anitary about.

Amitava Ghosal
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SEALDAH
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1606-2024, Page from 54837 to 54855

being No 160602029 for the year 2024.



Anitara Posal.

Digitally signed by AMITAVA GHOSAL Date: 2024.05.24 13:41:49 +05:30 Reason: Digital Signing of Deed.

(Amitava Ghosal) 24/05/2024 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SEALDAH West Bengal.