

S.L No. 28/25

भारतीय गैर न्यायिक

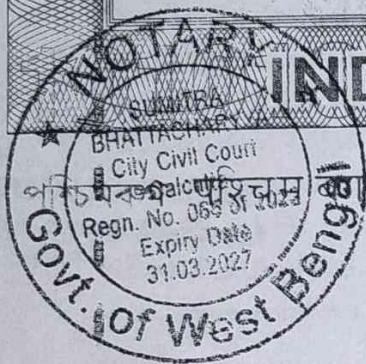
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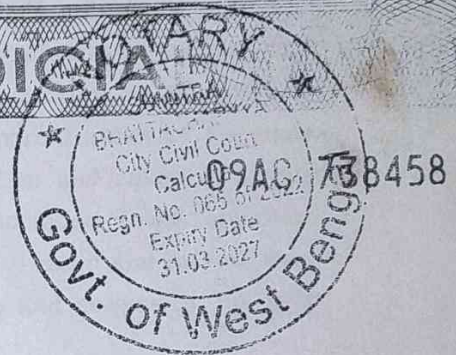
RUPEE

Rs.10



INDIA NON JUDICIAL

WEST BENGAL



DECLARATION

THIS DECLARATION IS MADE ON THIS THE DAY OF SEPTEMBER TWO THOUSAND AND TWENTY FIVE

BETWEEN

Bilash Chandra
Sagar Chandra
Ankita Chandra

DADHIMATI DEVELOPERS PRIVATE LIMITED

Sumit Mishra
AUTHORISED SIGNATORY

12 SEP 2025

1482

Sl. No. Date.

Name.

Add.

AMT. 10.

06 SEP 2025

06 SEP 2025

Soumitra Mitra

ADVOCATE
HIGH COURT, CALCUTTA

Se

SOUMITRA CHANDRA
Licensed Stamp Vendor
8/2, K. S. Roy Road, Kol-

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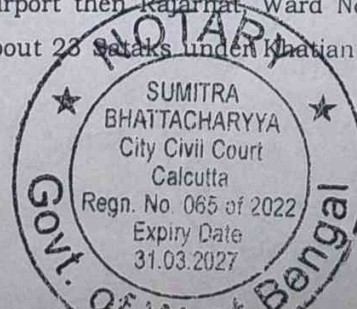
SRI SAGAR CHANDRA (PAN No. AMFPC3503K, AADHAAR No. 2220 2602 7412), son of Late Mohan Chandra, by nationality Indian, by faith Hindu, by occupation Business, residing at Narayanpur, Tetultala, Post Office Rajarhat Gopalpur, Police Station Airport, District 24 Parganas North, Kolkata 700136, West Bengal, **SRI BIKASH CHANDRA** (PAN No. AMAPC7941A, AADHAAR No. 3390 9488 5802), son of Late Mohan Chandra, by nationality Indian, by faith Hindu, by occupation Business, residing at Narayanpur, Tetultala, Post Office Rajarhat Gopalpur, Police Station Airport, District 24 Parganas North, Kolkata 700136, West Bengal and **MS ANKITA CHANDRA** (PAN No. BTIPC2536D, AADHAAR No. 8971 5918 9720), daughter of Bikash Chandra, by nationality Indian, by faith Hindu, by occupation Student, residing at Narayanpur, Tetultala, Post Office Rajarhat Gopalpur, Police Station Airport, District 24 Parganas North, Kolkata 700 136, West Bengal, hereinafter referred to and called to as the **OWNERS** (which term and expressions shall mean and includes unless otherwise excluded or repugnant to the subject or context be deemed to mean and include their heirs, representatives, successors, administrators, executors and assigns) of the **ONE PART**.

AND

DADHIMATI DEVELOPERS PRIVATE LIMITED (PAN No. AAJCD4213A), a Company duly registered and incorporated under the meanings and provisions of the Companies Act, 1956 having its office at Natural Nest Apartment(Near Charnock Hospital), Post Office Airport and Police Station Baguiati Kolkata 700157, West Bengal, duly represented by one of its Directors namely, **MR. SUMIT KUMAR MISHRA** (PAN No. BXJPM1591H and AADHAAR No. 3031 1981 2475), son of Mr. Rajendra Kumar Mishra, working for gain at 138, Canning Street, Room No. 326, Kolkata 700 001, West Bengal, by a Board Resolution of the Company dated 17th Day of August, 2025 hereinafter referred and called to as the **DEVELOPER** (which term and expressions shall mean and include unless otherwise excluded or repugnant to the subject or context be deemed to mean and include its successors, successors-in-interests, executors, administrators and assigns) of the **OTHER PART**.

WHEREAS one Haricharan Das was the recorded owner of the following lands in District North 24 Parganas, Police Station - Airport then Rajarhat, Ward No. 6, and Touzi-10, Mouza- Gopalpur, Land Measuring about 23 Sataks under Khata No. 179,

Sagar Chandra



DADHIMATI DEVELOPERS PRIVATE LIMITED
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in Dag No. 2328, Mouza- Gopalpur, Land Measuring about 15 Sataks under Khatian No. 353, and Dag No. 2327, Mouza-Gopalpur, Land Measuring about 45 Sataks under Khatian No. 1257 in Dag No. 2325.

AND WHEREAS said Haricharan Das gifted a land measuring about 8.90 Sataks or more or less 5 Cottahs 6 Chittacks 27 Square feet, out of the said 23 Sataks land comprised in Khatian No. 179, Dag No. 2328, and another land Measuring about 9.10 Sataks or more or less 5 Cottahs 9 Chittacks, out of the said 15 Sataks land comprised in Khatian No. 353, Dag No. 2327, and another land Measuring about 0.30 Sataks or more or less 2 Chittacks 18 Square Feet, out of the said 45 Sataks land comprised in Khatian No. 1257, Dag No. 2325, therefore transferred a total land measuring about 18.30 Sataks or more or less 11 Cottahs 2 Chittacks comprised in Dag Nos. 2328, 2327, 2325 to his Daughter namely Bina Pani Dasi alias Das, by executing a Deed of Gift dated 15 December, 1969, which was duly registered with the Office of Sub-Registrar, Cossipore, Dum Dum, and recorded in Book-I, Volume No. 124, Pages-1 to 5, Being No. 7900 for the Year 1969.

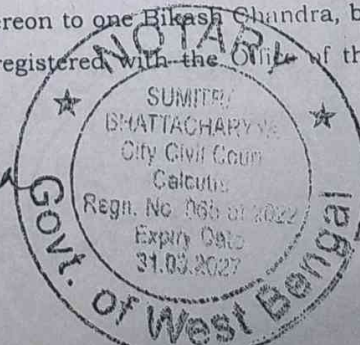
AND WHEREAS after demise of the said Haricharan Das, his daughter namely said Binapani Dasi alias Das inherited a land measuring about more or less 3.58 Sataks comprised in Dag No. 2325.

AND WHEREAS said Binapani Dasi alias Das became the absolute owner of the following lands Measuring about 8.90 Sataks or more or less 5 Cottahs 6 Chittacks 27 Square feet comprised in Khatian No. 179, Dag No. 2328, and another land Measuring about 9.10 Sataks or more or less 5 Cottahs 9 Chittacks, comprised in Khatian No. 353, Dag No. 2327, and another land Measuring about 0.30 Sataks or more or less 2 Chittacks 18 Square Feet comprised in Khatian No. 1237, Dag No. 2325 and inherited another land measuring about more or less 3.58 Sataks comprised in Dag No. 2325 total land 3.88 Sataks in Khatian No. 1257, Dag No. 2325, District North 24 Parganas, Police Station - Airport Then Rajarhat, Ward No. 6, Touzi-10, Mouza-Gopalpur.

AND WHEREAS said Binapani Dasi alias Das owned a total land measuring about 21.88 Sataks, and duly recorded entire land measuring about 21.88 Sataks in her own name under Khatian No. 2004.

AND WHEREAS said Binapani Dasi alias Das transferred a land measuring about 7.32 Sataks along with 100 square feet building standing thereon to one Bikash Chandra, by executing a Deed of Gift dated 12 April, 2013, duly registered with the Office of the

Bikash Chandra



DADHIMATI DEVELOPERS PRIVATE LIMITED

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Additional District Sub Registrar, Bidhan Nagar and recorded in Book - I, Being No. 01180 for the year 2013.

AND WHEREAS said Binapani Dasi alias Das transferred a land measuring about 7.33 Sataks along with 100 square feet building standing thereon to one Sagar Chandra, by executing a Deed of Gift dated 12 April, 2013, duly registered with the Office of the Additional District Sub Registrar, Bidhan Nagar and recorded in Book - I, Being No. 01182 for the year 2013.

AND WHEREAS said Binapani Dasi alias Das transferred a land measuring about 7.33 Sataks along with 100 square feet building standing thereon to Bikash Chandra and Sagar Chandra jointly, by executing a Deed of Gift dated 12 April, 2013, duly registered with the Office of the Additional District Sub Registrar, Bidhan Nagar and recorded in Book - I, Being No. 01184 for the year 2013.

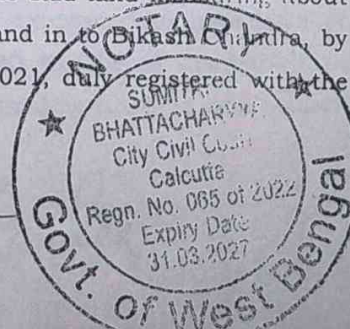
AND WHEREAS by virtue of aforesaid two Deed of Gift said Bikash Chandra became the owner of land measuring about $(7.32 + 3.66) = 10.98$ Sataks and Sagar Chandra also became the owner of land measuring about $(7.33 + 3.66) = 10.99$ Sataks accordingly.

AND WHEREAS said Bikash Chandra being owner and seized and possessed of the said land, had gifted and transferred the a plot of land measuring about 01.67 Sataks more or less out of 10.98 Sataks Danga land in Dag No. 2309, Khatian no. 25163, Touzi 10, Ward - 4, Mouza - Gopalpur, District- North 24 Pargana to Ankita Chandra, by executing a Deed of Gift dated 13th day of December, 2021, duly registered with the Office of the Additional District Sub Registrar, Bidhan Nagar and recorded in Book - I, Volume No. - 1504-2021, Page from - 185763 to 185783, Being No. 150404041 of the year 2021.

AND WHEREAS after getting the aforesaid Land measuring about 01.67 Sataks more or less said Ankita Chandra duly mutated her name in the L.R. Record and obtained updated Khatian no. 25534 in respect of the said plot of Land and said Bikash Chandra became the owner of remaining plot of land measuring about $(10.98 - 1.67) = 9.31$ Sataks more or less.

AND WHEREAS subsequently said Sagar Chandra being owner and seized and possessed of the said land, had gifted and transferred the said land measuring about 01.67 Sataks more or less out of 10.99 Sataks Danga land in to Bikash Chandra, by executing a Deed of Gift dated 13th day of December, 2021, duly registered with the

Sagar Chandra



DADHIMATI DEVELOPERS PRIVATE LIMITED

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Ankita Chandra

Bikash Chandra

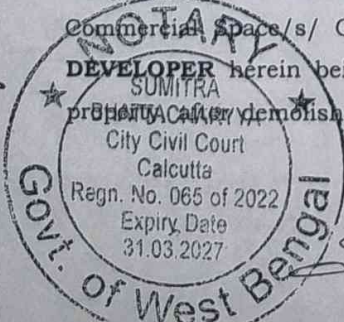
Office of the Additional District Sub Registrar, Bidhan Nagar and recorded in Book - I, Volume No. - 1504-2021, Page from - 185784 to 185805, Being No. 150404042 of the year 2021.

AND WHEREAS after getting the aforesaid plot of Land measuring about 01.67 Sataks more or less said Bikash Chandra became the owner of Land measuring about $(9.31+1.67) = 10.98$ Sataks and said Sagar Chandra became the owner of remaining plot of land measuring about $(10.99 - 1.67) = 9.32$ Sataks more or less.

AND WHEREAS thus the aforesaid Bikash Chandra, Sagar Chandra and Ankita Chandra became the joint owners and having Bikash Chandra 10.98 Sataks, Sagar Chandra 9.32 Sataks and Ankita Chandra 1.67 Sataks Land and they jointly having 22 Sataks Land, more or less and thereafter they mutated their name in the record of BL & LRO record and also obtained new/updated L.R. Khatian nos. 25163, 25164 and 25534 respectively in their names.

AND WHEREAS accordingly said Bikash Chandra, Sagar Chandra and Ankita Chandra are the joint owners and absolutely seized and possessed of and otherwise well and sufficiently entitled to the Premises inter alia **ALL THAT** piece and parcel of the land measuring about an area a little more or less 22 Sataks (as per records) comprised at and under Mouza Gopalpur, J.L. 2, Touzi no. 10, R.S. no. 140, Khatian no. 179, R.S./L.R. Dag no. 2309, 2325, 2327 and 2328, R.S./L.R. Khatian nos. 25163, 25164 and 25534, Police Station formerly Rajarhat now Airport, District North 24 Pargana and Ward no. 4 of the Bidhannagar Municipal Corporation (formerly within Rajarhat Gopalpur Municipality), and Holding no. RGM3/105, Block F, together with common passages, paths, areas etc., hereinafter for the sake of brevity be called and referred to as the said property or premises and being more fully and particularly mentioned, described, explained, enumerated, provided and given at and under the **SCHEDULE** hereunder written and/or given and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lis pendens, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatsoever.

AND WHEREAS the Owners herein being desirous of completing a multi-storied building comprising of several self contained residential Flat/s/ or Apartment/s/ Shop/s/ Commercial Space/s/ Office/s with the experience, expertise and assistance of the **DEVELOPER** herein being the part and parcel of **SG GROUP** of Companies on the property after demolishing the existing structures standing there on and transferring



DASHIMATI DEVELOPERS PRIVATE LIMITED

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such Flat/s/or Apartment/s/Shop/s/Commercial-office/s to the person/s desirous of owing the same on the ownership basis.

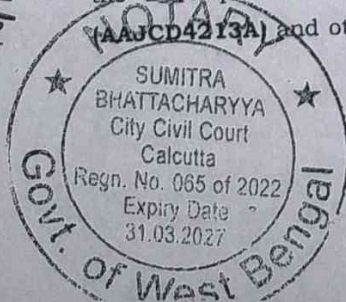
AND WHEREAS the Owners herein entered into Development Agreement dated 24.12.2022 with the developer namely, Dadhimati Developers Private Limited and same was duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. I, Volume no. 1902-2023, Pages 895 to 919, Being no. 190215927 for the year 2022.

AND WHEREAS during registration of Development Agreement being no. 190215927 for the year 2022 and Development Power of Attorney being no. 190215942 for the year 2022, there were certain recordings were missed namely, (i) recording of R.S./L.R. Dag No. 2325; (ii) recording of R.S./L.R. Khatian Nos. 25164 and 25534; and (iii) total proposed constructed area 20 Sataks out of 22 Sataks (as per records).

AND WHEREAS during the preparation of the Sanction Plan inadvertently the total area of land was specified as 12 Cottahs, 11 Chittacks and 28 Square Feet instead of 12 Cottahs, 01 Chittacks and 27 Square Feet which is clearly motioned in the Development Agreement i.e. 20 Sataks, equivalent to 12 Cottahs 1 Chittack 27 Square Feet. Additionally, the net area in the Sanction Plan was shown as 12 Cottahs, 10 Chittacks and 39.37 Square Feet, whereas as per the Development Agreement and Power-of-Attorney, the net area stands at 12 Cottahs 38.37 Square Feet after deduction of 33.63 Square Feet from the gross area i.e. 12 Cottahs, 1 Chittacks and 27 Square Feet.

AND WHEREAS the said Schedule has now been rectified and incorporated in this Declaration, whereby the First Schedule reflects Dag No. 2325, Khatian Nos. 25164 and 25534, showing the land area as 20 Sataks, more or less, as per the Sanction Plan and Development Agreement, though as per record, the actual area of land is 22 Sataks, more or less and proposed constructed area 20 Sataks, more or less.

AND WHEREAS due to inadvertence and typographical error, further the name of the Developer was erroneously recorded as "Dadhimati Development Private Limited" in the earlier Development Agreement dated 24.12.2022 and the Development Power of Attorney dated 24.12.2022, both of which were registered with the office of the Additional Registrar of Assurance II at Kolkata; whereas the correct and true name of the Developer is "Dadhimati Developers Private Limited", having the same PAN (AAJCD4213A) and other particulars as stated therein. Accordingly, this Declaration is



DADHIMATI DEVELOPERS PRIVATE LIMITED

AUTHORISED SIGNATORY

also being executed for the purpose of rectifying and recording the said inadvertent error in the name of the Developer as appearing in the earlier instruments.

AND WHEREAS this Declaration is therefore executed, inter alia, to rectify and replace the earlier First Schedule to the Original Development Agreement and Power of Attorney with the complete Schedule as appearing herein below, to clarify the total area of land and the net area of land as reflected in the Sanction Plan, and to substitute the erroneously mentioned name of the Developer with the true and correct name of the Developer, which shall be deemed to form part and parcel of the Original Development Agreement and Power of Attorney and shall prevail in case of any inconsistency.

NOW THIS DECLARATION WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. Besides the terms and conditions as reduced in writing hereof, all the terms, conditions, enumerations, provisions and others of the earlier agreement/s, and/or Power-of-Attorney shall remain intact and in full force.
2. These presents is a declaration and addition to the earlier agreement/s, and/or Power of Attorney and to be read and understood jointly and not severally save and except for the additional terms hereof.
3. That in addition to the terms and conditions of the earlier agreement/s, and/or Power of Attorney, following additional terms, conditions and stipulations are hereby mutually agreed upon and accepted by the parties hereto.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land measuring about an area a little more or less 20 Sataks (out of 22 Sataks more or less as per records) comprised at and under Mouza Gopalpur, J.L. 2, Touzi no. 10, R.S. no. 140, Khatian no. 179, R.S./L.R. Dag no. 2309, 2325, 2327 and 2328, R.S./L.R. Khatian nos. 25163, 25164 and 25534, Police Station formerly Rajarhat now Airport, District North 24 Pargana and Ward no. 4 of the Bidhannagar Municipal Corporation (formerly within Rajarhat Gopalpur Municipality), and Holding no. RGM3/105, Block F, together with common passages, paths, areas etc., and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lis pendens, demands, claims, hindrances, attachments, debts, dues, acquisitions, and requisitions whatsoever without any interference, disturbance and



Sagar Bandyopadhyay

UADHIMATI DEVELOPERS PRIVATE LIMITED

Sumit Mishra

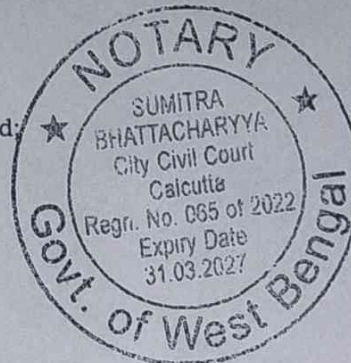
AUTHORISED SIGNATORY

Ankita Chandra

Bhaskar Chandra

obstruction whatever from any person whomsoever and corner and manner whatever and being butted and bounded as follows:

ON THE NORTH : By Hal R.S. Plot no. 2327;
ON THE SOUTH : By 33 Feet wide Municipal Road;
ON THE EAST : By Hal R.S. Plot no. 3309;
ON THE WEST : By 6 Feet common passage;



IN WITNESS WHEREOF the parties have hereto set and subscribed their respective hands and seal on this day, month and year first above written.

SIGNED AND DELIVERED

In the presence of:

WITNESSES:

1.

Purash Chandra
Sagar Chandra

2.

Amkita Chandra
OWNERS

JADHIMATI DEVELOPERS PRIVATE LIMITED
Sumit Mishra

AUTHORISED SIGNATORY

Identified by me:

Fajala Mitra
Advocate

High Court, Calcutta

Enrol No.: F/950/1082/2022

DEVELOPER

Signature of the Executag/s
 are Attested on the Identification
 of the Advocate

Sumit Bhattacharyya
Notary

Sumitra Bhattacharyya
 Notary, Govt. of W.B.
 Regd. No. 065 of 2022
 City Civil Court, Calcutta

12 SEP 2025