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I-14638/2024



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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endorsement sheets attached with the  
document are the part of this document.

  
District Sub-Registrar-11  
Alipore, South 24 Parganas

30 OCT 2024

**SUPPLEMENTARY DEVELOPMENT AGREEMENT**

**THIS SUPPLEMENTARY DEVELOPMENT AGREEMENT** is made and/or  
executed on this the 30<sup>th</sup> day of October Two Thousand and  
Twenty-Four.

3728

30 OCT 2024

No ..... Date

Name.....

Address.....

Rs 100/-

Smt. Sujata Laha.

S/A, Pitambaro Ghatak Lane  
P.S. Chetla, Kol-27.



Identified by me  
Mr. Bholanath Paine  
S/o. Bholanath Paine  
Vill. - Antchason (Punnya)  
P.O. - Saharan hat  
P.S. - Falta  
Dist. - 24 Pgs (S)  
PIN. 743504



**BY AND BETWEEN**

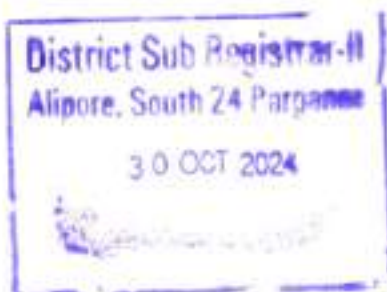
**(1) SMT SUJATA LAHA**, (PAN NO AGLPL5827B, Aadhaar Card No. 4876 2494 2551) wife of Late Deb Jyoti Laha and residing at 5/1A, Pitambar Ghatak Lane, Post Office- Chetla, Police Station - Chetla, Kolkata - 700027, **(2) SRI DATATTREYO LAHA**, (PAN NO AKPPL6961Q, Aadhaar Card No. 7870 1914 4547) son of Late Deb Jyoti Laha and residing at 5/1A, Pitambar Ghatak Lane, Post Office- Chetla, Police Station - Chetla, Kolkata - 700027 and **(3) SRI TAPAN JYOTI LAHA**, (PAN NO AGJPL7793C, Aadhaar Card No. 913941921717, Mobile No. 9123013188) son of Late Surya Kumar Laha and residing at 5/1A, Pitambar Ghatak Lane, Post Office - Chetla, Police Station - Chetla, Kolkata - 700027, herein after called and referred to as the **"OWNERS"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

**AND**

**(1) M/s JAI HIND ENCLAVE**, (PAN NO AANFJ2530K) a partnership firm being represented by its partners namely, (i) **SRI MANJIT SINGH** (PAN NO AGLPL5826A, Aadhaar Card No. 5304 1016 0651, Mobile No. 9433005949) son of Late Harnek Singh and (ii) **SRI ANUPAM DAS** (PAN No. AGLPL5826A, Aadhaar Card No. 8731 0280 9813, Mobile No. 9830692170) son of Late Prasanta Kumar Das having its registered office at 39/3/1A, Sarat Bose Road, Post Office & Police Station - Bhowanipore, Kolkata - 700025, Correspondance



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Branch Office at 2B, Gour Ghosh Road, Post Office & Police Station - Bhowanipore, Kolkata-700025, (2) **ARADHYA TRADERS PRIVATE LIMITED**, a private limited company within the meaning of the Companies Act, 2013 (**Company Identification no. U52100DL2007PTC164093, PAN No. AAGCA6890H**) having its registered office at 50, Suhasini Ganguly Sarani, Post Office - Bhawanipore, Police Station - Kalighat, Kolkata - 700 025 being represented by its authorized signatory namely, (1) **MR ARUN KUMAR KEDIA** (Aadhaar Card No. 5164 8976 7218, PAN No. AFCPK8353F) son of Late Ram Kumar Kedia, and (2) **SMT PRAMILA KEDIA** (Aadhaar Card No. 467129902626, PAN No. AEZPK8399B) wife of Shri Arun Kumar Kedia both by faith Hindu and residing at 50, Suhasini Ganguly Sarani, Post Office - Bhawanipore, Police Station -Kalighat, Kolkata - 700 025 hereinafter collectively called and referred to as the **DEVELOPERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and included successor, successor-in-interest, successor - in office, liquidators and assigns) of the **OTHER PART**.

#### **A) WHEREAS**

1. One Netai Chand Auddy and Rajendra Nath Auddy were the joint owners in respect of several properties, including the property, being premises nos. 5/1A, 5/1B and 5/1C, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027, having a total area of about 8 Cottahs 2 Chittaks 42 Sq. ft. be the same a little, more or less, together with brick built building standing thereon.



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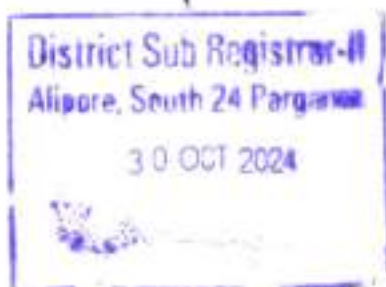
2. The said Netai Chand Auddy, died intestate as issueless on or about 23.01.1948, leaving behind him, his widow Mrinalini Auddy as his sole legal heir and representative, and the said Rajendra Nath Auddy also died intestate as issueless on 14.12.1971, leaving behind him his widow Smt. Prasad Bala Auddy, as his sole legal heir and representative.
  
3. By a registered Deed of Partition dated 14.03.1973 registered in the office of Sub Registrar, Alipore, entered in Book No. - I, Volume No. 39, pages 122 to 125, Being No. - 1168 for the year 1973, hereinafter referred to as the said Partition Deed dated 14.03.1973, executed by and between Smt Mrinalini Auddy referred therein as the "Pratham Paksha" and Smt Prasad Bala Auddy referred therein as the "Dwitiya Paksha" and got the Premises No 5/1A, 5/1B and 5/1C, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027 partitioned by metes and bounds amongst themselves. By virtue of the aforementioned partition deed written in Bengali language under the "KHA: schedule mentioned therein, the said Smt. Prasad Bala Auddy was allotted with exclusive right, title and interest of a plot of Bastu land measuring 4 Cottahs 8 Chittaks be the same a little more or less together with a single storied building, being demarcated as western portion of Premises No. 5/1A, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027, together with a double storied building standing thereon at premises no. 5/1B, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027.



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4. By virtue of the aforementioned registered Deed of Partition dated 14.03.1973, executed by and between Smt Mrinalini Auddy as the "Pratham Paksha" and Smt Prasad Bala Auddy as the "Dwitiya Paksha" therein the Premises No. 5/1A and Premises No. 5/1C, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027 was exclusively allotted in favour of the said Smt Mrinalini Auddy under the Schedule "KA" mentioned therein with right, title and interest of a plot of Bastu land measuring about 3 Cottahs 10 Chittaks and 4 square feet alongwith a 2 storied building standing thereon on the eastern side.
5. By the said partition Deed dated 14.03.1973, the said Smt. Mrinalini Auddy, got right, title and interest of a demarcated plot of Bastu land measuring 2 Cottah 2 Chittacks 4 Sq. ft. together with a single storied building, being demarcated eastern portion of Premises No. 5/1A, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027, along with another demarcated plot of bastu land measuring 1 Cottah, 8 Chittaks be the same a little more or less together with a double storied building standing thereon, lying situate at and being Premises No. 5/1C, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027.
6. The said Smt. Prasad Bala Auddy executed a registered Deed of Family settlement dated 23.03.1973 in respect of her aforesaid immovable properties.



7. The said Deed of Family Settlement was never acted upon, since the same was not drafted and executed as per instruction and to the satisfaction of the said Settlor, namely, Smt. Prasad Bala Auddy and as such she filed a Title Suit no. 112 of 1979 in the Court of the then 1<sup>st</sup> Sub Judge at Alipore and in terms of the Judgment and Decree passed in the said suit, the said Deed of Family Settlement dated 23.03.1973 was declared as revoked and/or cancelled.
8. Subsequently, the said Smt. Prasad Bala Auddy executed another fresh registered Deed of Family Settlement dated 06.02.1980 wherein she had appointed one Krishna Lal Laha, since deceased, as Trustee who died intestate and upon the death of said Krsihna Lal Laha, since deceased, it was already mentioned in the aforementioned Family Settlement dated 06.02.1980 that Smt Manorama Laha wife of Surya Kumar Laha would be appointed as Trustee in absence of Sri Krishna Lal Laha for premises no. 5/1A, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027 and Sri Surya Kumar Laha, was appointed trustee in respect of premises no. 5/1B, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027.
9. The said Deed of Settlement dated 06.02.1980 was registered in S.R. Alipore, 24 Parganas, in Book No. - I, Volume No. II, at pages 261 to 264 as being no. 430 for the year 1980.



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[Signature]

10. It was stated in the aforementioned Deed of Family Settlement of Smt Prasad Bala Auddy, since deceased that the said Trust would come to an end on the death of the respective Trustee in respect of each property and the sons of the Trustee would become the absolute owner of the properties.
11. The Second Party herein are the sons of Sri Surya Kuma Laha, since deceased. The said Surya Kumar Laha was the Trustee appointed by Smt Prasad Bala Auddy in respect of premises no. 5/1B, Pitambar Ghatak Lane, Police Station – Chetla, Kolkata – 700027.
12. That on the demise of the said Sri Surya Kumar Laha, on 24.12.2018 the Trust in respect of premises no. 5/1B, Pitambar Ghatak Lane, Police Station – Chetla, Kolkata – 700027 has come to an end and the Second Party herein being the sons of the Trustee namely, Sri Surya Kumar Laha have become the absolute joint owners thereto.
13. The said Smt. Manorama Laha was appointed as Trustee by Smt Prasad Bala Auddy in respect of the portion of the property being Premises No. 5/1A, Pitambar Ghatak Lane, Police Station – Chetla, Kolkata – 700027 by virtue of aforementioned Deed of Settlement dated 06.02.1980.
14. The said Sri Deb Jyoti Laha And Sri Tapan Jyoti Laha were the ultimate and the final beneficiary for the Premises No. 5/1A, Pitambar Ghatak Lane, Police Station – Chetla, Kolkata – 700027. The mother of the said Sri Deb Jyoti Laha And Sri Tapan Jyoti Laha was the Trustee for Premises No.





5/1A, Pitambar Ghatak Lane, Police Station – Chetla, Kolkata – 700027 appointed by Smt Prasad Bala Auddy, since deceased by virtue of the aforementioned Deed of Settlement dated 06.02.1980.

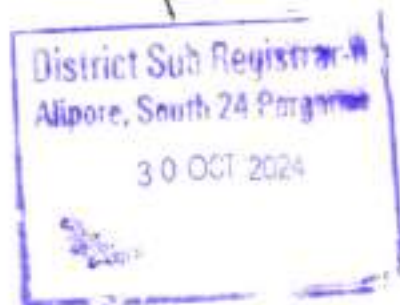
15. The said Mrinalini Auddy, wife of Late Netai Chand Auddy executed a registered Deed of Family Settlement dated 23.03.1973 which was registered in the office of the Sub-Registrar Alipore, 24 Parganas, in Book No. – I, Volume No. 39, at pages 252 to 254 as Being No. – 1343 for the year 1973.
16. In the said Deed of Family Settlement dated 23.03.1973, the said Mrinalini Auddy, wife of Late Netai Chand Auddy, as a Settlor appointed Sri Chandra Kumar Laha son of Late Prafulla Kumar Laha as Trustee in the remaining part and portion of Premises No. 5/1A, Pitambar Ghatak Lane, Police Station – Chetla, Kolkata – 700027 which was subsequently known and renumbered as Premises No. 5/1D, Pitambar Ghatak Lane, Police Station – Chetla, Kolkata – 700027.
17. It was stated by the said Mrinalini Auddy (settlor of the Trust) in the said Family Settlement dated 23.03.1973 that the Trust would come to an end on the death of the Trustee concerned for each of the property and the property shall devolve absolutely upon the legal heirs (wife and sons of the respective trustee) as mentioned thereto.
18. The said Sri Chandra Kumar Laha, since deceased expired on 24.07.1999 and thus the Trust in respect of Premises No. 5/1D, Pitambar Ghatak



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Lane, Police Station – Chetla, Kolkata – 700027 has come to an end and vested absolutely in favour of his legal heirs being Smt Namita Laha (wife) and Sri Debasish Laha(son).

19. The said Smt Namita Laha and Sri Debasish Laha thus became the absolute owner for Premises No. 5/1D, Pitambar Ghatak Lane, Police Station – Chetla, Kolkata – 700027 which is also two storied old structure built on the land measuring more or less 2 cottahs 2 chittacks, a little more less.
20. In the said Deed of Family Settlement dated 23.03.1973, the said Smt Mrinalini Auddy appointed Sri Hemanta Kumar Laha son of Late Prafulla Kumar Laha as the trustee for Premises No. 5/1C, Pitambar Ghatak Lane, Police Station – Chetla, Kolkata – 700027.
21. It is pertinent to state that in the year 2011 while the aforementioned properties which were then under the management and control of the Trustees and Owners, being the said Smt Manorama Laha, (Trustee) Sri Surya Kumar Laha, since deceased, (Trustee) Sri Hemanta Kumar Laha, since deceased, (Trustee) and Smt Namita Laha along with Sri Debasish Laha, (owner of their Premises No. 5/1D, Pitambar Ghatak Lane) respectively had made all the 4 (four) different aforementioned premises being 5/1A, 5/1B, 5/1C and 5/1D, Pitambar Ghatak Lane, Police Station – Chetla, Kolkata – 700027 as their joint property by inter se transfer



amongst themselves by virtue of execution of registered Deed of Gift in the manner given in the Chart below:

| Sl no. | Name of the Donor      | Name of the Donee(s)  | Premises no.   | Particulars of the Deed  |
|--------|------------------------|---|--|--|
| 1      | Smt Manorama Laha      | (1) Hemanta Kumar Laha<br>(2) Surjya Kumar Laha<br>(3) Smt Namita Laha<br>(4) Sri Debasish Laha | 5/1A, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027<br>Area Gifted-<br>Land area-<br>2 chittacks<br>Structure -60 feet | Registered in the office of the ADSR, Alipore in Book no. I,CD Volume no.18,Pages from 2421 to 2434, Being no. 04156 of 2011 dated 3.06.2011 |
| 2.     | Sri Hemanta Kumar Laha | (1) Smt Manorama Laha<br>(2) Surjya Kumar Laha<br>(3) Smt Namita Laha<br>(4) Sri Debasish Laha  | 5/1C,Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027<br>Area Gifted-<br>Land area-<br>2 chittacks                        | Registered in the office of the ADSR, Alipore in Book no. I,CD Volume no.18,Pages from 2435 to 2448, Being no.                               |



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|----|--|---|--|---|
|    |  |   | Structure -60 feet   | 04155 of 2011 dated 3.06.2011   |
| 3. | Surjya Kumar Laha alias Surya Kumar Laha     | (1) Manorama Laha<br>(2) Hemanta Kumar Laha<br>(3) Smt Namita Laha<br>(4) Sri Debasish Laha | 5/1B,Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027<br>Area Gifted-Land area- 2 chittacks<br>Structure -60 feet | Registered in the office of the ADSR, Alipore in Book no. I,CD Volume no.....,Pages from .....to ....., Being no. 04157 of 2011 dated 3.06.2011 |
| 4. | (1) Smt Namita Laha<br>(2) Sri Debasish Laha | (1) Hemanta Kumar Laha<br>(2) Surjya Kumar Laha<br>(3) Smt Manorama Laha                    | 5/1D,Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027<br>Area Gifted-Land area- 2 chittacks<br>Structure tile     | Registered in the office of the ADSR, Alipore in Book no. I,CD Volume no.18,Pages from 2393 to 2406, Being no. 04158 of 2011                    |



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|  |  |  |               |                    |
|--|--|--|---------------|--------------------|
|  |  |  | shed -50 feet | dated<br>3.06.2011 |
|--|--|--|---------------|--------------------|

22. The said Sri Hemanta Kumar Laha died intestate as a bachelor on 06.07.2012 leaving him surviving his only brother namely, Sri Surya Kumar Laha as his only legal heir and thus by virtue of the provision of the Hindu Succession Act, 1956 and in terms of the said Family Settlement dated 23.03.1973 of Mrinalini Auddy, the said Surya Kumar Laha has acquired absolute ownership on the property being premises no. 5/1C, Pitambar Ghatak Lane, Police Station – Chetla, Kolkata – 700027.

23. The said Sri Surya Kumar Laha died intestate leaving him surviving his wife namely, Smt Manorama Laha, and his two sons, namely, Sri Deb Jyoti Laha And Sri Tapan Jyoti Laha under the provision of Hindu Succession Act, 1956.

24. The four premises being Premises No. 5/1A, Pitambar Ghatak Lane, Police Station – Chetla, Kolkata – 700027; 5/1B, Pitambar Ghatak Lane, Police Station – Chetla, Kolkata – 700027; 5/1C, Pitambar Ghatak Lane, Police Station – Chetla, Kolkata – 700027 and 5/1D, Pitambar Ghatak Lane, Police Station – Chetla, Kolkata – 700027 though became joint property but it was occupied and possessed by the parties in the manner as mentioned in the Chart below :-

| SL | Premises no. | Ownership/ | Total Area | Name of the |
|----|--------------|------------|------------|-------------|
|----|--------------|------------|------------|-------------|



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Signature

| no. |  | Management  |                                      | ultimate Beneficiary  |
|-----|--|---|--------------------------------------|---|
| 1   | 5/1A, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027. | Manorama Laha - Trustee   | 3 cottahs 4 chittacks 14 square feet | 1. Deb Jyoti Laha<br>2. Tapan Jyoti Laha<br>Both sons of Surya Kumar Laha |
| 2   | 5/1B, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027. | 1. Deb Jyoti Laha<br>2. Tapan Jyoti Laha<br>Both sons of Surya Kumar Laha- Owners | 1 cottah 3 chittacks 31 square feet  | Not applicable  |
| 3   | 5/1C, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027. | 1. Deb Jyoti Laha<br>2. Tapan Jyoti Laha<br>3. Manorama Laha -- owners            | 1 cottah 8 chittacks                 | Not Applicable  |



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|----|--|--|--------------------------|----------------|
| 4. | Premises no.<br>5/1D, Pitambar<br>Ghatak Lane,<br>Police Station -<br>Chetla, Kolkata -<br>700027. | 1. Smt Namita<br>Laha<br>2. Sri Debasish<br>Laha<br>- Owners | 2 cottahs 2<br>chittacks | Not Applicable |
|----|--|--|--------------------------|----------------|

25. The said Manorama Laha, Deb Jyoti Laha, Tapan Jyoti Laha, Namita Laha and Sri Debasish Laha being co-owners in respect of the aforementioned Premises No. 5/1A, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027; 5/1B, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027; 5/1C, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027 and 5/1D, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027 decided to effect partition for better living by metes and bounds of their aforementioned four properties lying at Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027. .

26. The said Smt Manorama Laha, referred therein as the First Party of the First Part, Sri Deb Jyoti Laha and Tapan Jyoti Laha referred therein as the Second Party of the Second Part and Smt Namita Laha and Sri Debasish Laha referred therein as the Third Party of the Third Part have executed a registered Deed of Partition dated 28.05.2019 which was duly registered in the Office of the Additional Registrar of Assurances - I, Kolkata Book no. I, Volume No. 1901-2019, Pages 159956 to 160008, Being no. 190103290 for the Year 2019.



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27. By virtue of the aforementioned registered Partition Deed all that Premises No. 5/1A, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027; Premises No. 5/1B, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027 and Premises No. 5/1C, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027 whose total land are agglomerating to 6 cottahs a little more or less along with dilapidated building and structures hereinafter collectively referred to as the **SAID PROPERTY**, standing thereon were allotted, devolved and vested exclusively in the absolute ownership of Smt Manorama Laha, Sri Deb Jyoti Laha and Sri Tapan Jyoti Laha.
  
28. By virtue of the aforementioned registered Partition Deed all that Premises No. 5/1D, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027; was allotted, devolved and vested exclusively in the absolute ownership of Smt Namita Laha and Sri Debasish Laha.
  
29. The said Smt Manorama Laha while acting in the capacity of the Trustee of Premises No. 5/1A, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027 was always acting and dealing and taking all steps for beneficial interest in protecting the properties and also all steps by the Trustee were taken in conformation and consent of the adult beneficiaries namely, Sri Deb Jyoti Laha, and Sri Tapan Jyoti Laha and every action of the Trustee was thus not in conflict with the provisions of the Indian Trust Act, 1882.



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30. During the lifetime of Smt Manorama Laha, the said Sri Deb Jyoti Laha And Sri Tapan Jyoti Laha along with Smt Manarama Laha executed and entered into separate three Development Agreement and Power of Attorney for the separate three premises being Premises No. 5/1A, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027; Premises No. 5/1B, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027 and Premises No. 5/1C, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027 the details of which is morefully described in the chart herein below :-

| Name of the Parties                              | Premises no.  | Name of the Developer                     | Registration details of the Development Agreement & Power of Attorney  |
|--|---|---|--|
| Manorama Laha, Deb Jyoti Laha & Tapan Jyoti Laha | 5/1A, Pitambar Ghatak Lane, P.S. Cehtra, Kolkata - 700027 | M/s. Jai Hind Enclave & Sri Amarjit Singh | Development Agreement dated 28.05.2019 Registered in the office at ARA III and recorded in Book No. 1, Volume No. 1903-2019, Pages |





|  |  |   |   |
|--|--|---|---|
|  |  |   | 101046 to 101117<br>being No.<br>190302369 for the<br>year 2019.  |
| Manorama Laha,<br>Deb Jyoti Laha &<br>Tapan Jyoti Laha | 5/1B, Pitambar<br>Ghatak Lane, P.S.<br>Cehtla, Kolkata -<br>700027 | M/s. Jai Hind<br>Enclave & Sri<br>Amarjit Singh | Development<br>Agreement dated<br>28.05.2019<br><br>Registered in the<br>office at ARA III<br>and recorded in<br>Book No. 1,<br>Volume No. 1903-<br>2019, Pages<br>100974 to 101045<br>being No.<br>190302368 for the<br>year 2019. |
| Manorama Laha,<br>Deb Jyoti Laha &<br>Tapan Jyoti Laha | 5/1C, Pitambar<br>Ghatak Lane, P.S.<br>Cehtla, Kolkata -<br>700027 | M/s. Jai Hind<br>Enclave & Sri<br>Amarjit Singh | Development<br>Agreement dated<br>28.05.2019<br><br>Registered in the<br>office at ARA III<br>and recorded in   |



|  |  |  |  |
|--|--|--|--|
|  |  |  | Book No. 1,<br>Volume No. 1903-<br>2019, Pages<br>101118 to 101189<br>being No.<br>190302370 for the<br>year 2019. |
|--|--|--|--|

31. After execution of the aforementioned three Development Agreements and Power of Attorney, the parties therein applied for amalgamation of the said three premises being Premises No. 5/1A, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027; Premises No. 5/1B, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027 and Premises No. 5/1C, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027 into one premises in the appropriate department of the Kolkata Municipal Corporation. The Municipal authorities amalgamated the aforementioned three premises into one premises and the said amalgamated premises has been numbered as Premises No. 5/1A, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027 measuring about 6 cottahs , a little more or less (hereinafter referred to as the **"Said Premises"**).

32. The said Smt Manorama Laha died on 06.02.2022 and the Trust also being extinct and terminated and all right, title and interest of the said Premises No. 5/1A, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027 have devolved and vested exclusively in the absolute



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ownership of Sri Deb Jyoti Laha and Sri Tapan Jyoti Laha, the owners herein.

33. Smt Manorama Laha, a Hindu by religion died intestate on 05.02.2022 leaving behind her only two sons namely (1) Sri Deb Jyoti Laha, and (2) Sri Tapan Jyoti Laha, the owners herein and said (1) Sri Deb Jyoti Laha, and (2) Sri Tapan Jyoti Laha who have acquired and jointly became the owners of the properties left behind by her including the property morefully mentioned in the First Schedule hereunder and said (1) Sri Deb Jyoti Laha, and (2) Sri Tapan Jyoti Laha were thus decame the joint owners of the aforementioned Premises No. 5/1A, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027.

34. The building sanction plan has also now been approved and sanctioned by the appropriate departments of the Kolkata Municipal Corporation and the said plan has been numbered and registered as " Building Plan no. 2024090018 dated 13.06.2024 in respect of the aforementioned amalgamated Premises No. 5/1A, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027

35. At or before the execution of these presents the Owners herein have declared and represented to the Developer herein as follows:

- i) The Owners can deal with and is quite competent to enter into this agreement in respect of the properties mentioned in the First



Schedule hereunder which is hereinafter referred to as **"Said Premises"**

- ii) None of the parties herein has given his shares or any portion of the **"Said Premises"** on charge or mortgage and the same is free of liens, lispendens, attachments, mortgage, lease etc whatsoever or howsoever.
- iii) That the Owners have clear marketable title over their respective share in the **"Said Premises"**.
- iv) That excepting the Owners herein nobody else have any right title interest claim or demand whatsoever or howsoever into or upon the **"Said Premises"**.
- v) That there is no bar or impediment against the Owners herein transacting in respect of their right, title and interest into or upon the **"Said Premises"**.
- vi) That no part of the **"Said Premises"** is subject to any notice of acquisition or requisition or attachment.
- vii) That there is no Thika Tenancy over and in respect of the **"Said Premises"**
- viii) The abovesaid three separate Development Agreement dated 28.05.2019 and Power of Attorney 28.05.2019 executed by and between Smt Manorama Laha, since deceased, the said Sri Deb Jyoti Laha and Sri Tapan Jyoti Laha for the separate three premises being Premises No. 5/1A, Pitambar Ghatak Lane, Police Station – Chetla, Kolkata – 700027; Premises No. 5/1B, Pitambar



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Ghatak Lane, Police Station – Chetla, Kolkata – 700027 and Premises No. 5/1C, Pitambar Ghatak Lane, Police Station – Chetla, Kolkata – 700027 respectively with M/S Jai Hind Enclave and Sri Amarjit Singh collectively being referred therein as Developer stood cancelled and revoked absolutely and forever by virtue of the following registered Cancellation Deed for Development Agreement and Cancellation of the Power of Attorney

- a) By virtue of the execution of the Cancellation Deed of Development Agreement dated 29/07/2024 executed by and between Sri Deb Jyoti Laha and Sri Tapan Jyoti Laha referred therein as the Owners of the One Part and (1) M/S Jai Hind Enclave, a partnership firm being represented by its partner namely, Sri Manjit Singh and Mr. Anupam Das, and (2) Sri Amarjit Singh collectively referred therein as the Developer of the Other Part duly registered in the office of the District Sub Registrar II at Alipore and recorded in Book no. I, Volume no. 1602-2024, Pages 371274 to 371293 Being no. 160210776 for the year 2024 thus duly cancelled the registered Development Agreement dated 28<sup>th</sup> May, 2019 executed in respect of Premises No. 5/1A, Pitambar Ghatak Lane, Police Station – Chetla, Kolkata – 700027.
- b) By virtue of the execution of the Cancellation deed of Development Agreement dated 29/07/2024 executed by and



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between Sri Deb Jyoti Laha and Sri Tapan Jyoti Laha referred therein as the Owners of the One Part and (1) M/S Jai Hind Enclave, a partnership firm being represented by its partner namely, Sri Manjit Singh and Mr. Anupam Das, and (2) Sri Amarjit Singh collectively referred therein as the Developer of the Other Part duly registered in the office of the District Sub Registrar II, Alipore and recorded in Book no. I, Volume no. 1602-2024, Pages 371254 to 371273 Being no. 160210777 for the year 2024 thus duly cancelled the registered Development Agreement dated 28<sup>th</sup> May, 2019 executed in respect of Premises No. 5/1B, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027.

- c) By virtue of the execution of the Cancellation deed of Development Agreement dated 29/07/2024 executed by and between Sri Deb Jyoti Laha and Sri Tapan Jyoti Laha referred therein as the Owners of the One Part and (1)M/S Jai Hind Enclave, a partnership firm being represented by its partner namely, Sri Manjit Singh and Mr Anupam Das, and (2) Sri Amarjit Singh collectively referred therein as the Developer of the Other Part duly registered in the office of the District Sub Registrar II, Alipore and recorded in Book no. I, Volume no. 1602-2024, Pages 371234 to 371253 Being no. 160210778 for the year 2024 thus duly cancelled the registered Development



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Agreement dated 28<sup>th</sup> May, 2019 executed in respect of Premises No. 5/1C, Pitambar Ghatak Lane, Police Station – Chetla, Kolkata – 700027.

- d) By virtue of the execution of the Cancellation of Power of Attorney dated 29/07/2024 executed by and between Sri Deb Jyoti Laha and Sri Tapan Jyoti Laha referred therein as the Owners of the One Part and (1)M/S Jai Hind Enclave, a partnership firm being represented by its partner namely, Sri Manjit Singh and Mr Anupam Das, and (2) Sri Amarjit Singh collectively referred therein as the Developer of the Other Part duly registered in the office of the District Sub Registrar II, Alipore and recorded in Book no. I, Volume no. 1602-2024, Pages 3722 to 3740 Being no. 160200220 for the year 2024 thus duly cancelled the registered Power of Attorney dated 28<sup>th</sup> May, 2019 executed in respect of Premises No. 5/1A, Pitambar Ghatak Lane, Police Station – Chetla, Kolkata – 700027.
  
- (e) By virtue of the execution of the Cancellation of Power of Attorney dated 29/07/2024 executed by and between Sri Deb Jyoti Laha and Sri Tapan Jyoti Laha referred therein as the Owners of the One Part and (1)M/S Jai Hind Enclave, a partnership firm being represented by its partner namely, Sri Manjit Singh and Mr Anupam Das, and (2) Sri Amarjit Singh collectively referred therein as the Developer of the Other Part



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duly registered in the office of the District Sub Registrar II, Alipore and recorded in Book no. I, Volume no. 1602-2024, Pages 3684 to 3702 Being no. 160200221 for the year 2024 thus duly cancelled the registered Power of Attorney dated 28<sup>th</sup> May, 2019 executed in respect of Premises No. 5/1B, Pitambar Ghatak Lane, Police Station – Chetla, Kolkata – 700027.

- (f) By virtue of the execution of the Cancellation of Power of Attorney dated 29/07/2024 executed by and between Sri Deb Jyoti Laha and Sri Tapan Jyoti Laha referred therein as the Owners of the One Part and (1)M/S Jai Hind Enclave, a partnership firm being represented by its partner namely, Sri Manjit Singh and Mr Anupam Das, and (2) Sri Amarjit Singh collectively referred therein as the Developer of the Other Part duly registered in the office of the District Sub Registrar II, Alipore and recorded in Book no. I, Volume no. 1602-2024, Pages 3665 to 3683 Being no. 160200222 for the year 2024 thus duly cancelled the registered Power of Attorney dated 28<sup>th</sup> May, 2019 executed in respect of Premises No. 5/1C, Pitambar Ghatak Lane, Police Station – Chetla, Kolkata – 700027.

36. After cancellation of all aforesaid previous Development Agreement and Development Power of Attorney, the said Sri Deb Jyoti Laha, and Sri Tapan Jyoti Laha entered into a fresh Development Agreement dated 29/07/2024 with (1) M/s Jai Hind Enclave a partnership firm being



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represented by its partners namely Sri Manjit Singh and Sri Anupam Das and (2) Aradhya Traders Private Limited a private limited company within the meaning of the Companies Act, 2013 being represented by its authorized signatory namely Mr Arun Kumar Kedia and Smt Pramila Kedia which was registered in the office of District Sub-Registrar, II South 24 Parganas at Alipore which was recorded in Book No. I, Volume no. 1602-2024, Pages 371407 to 371474 Being no. 160210779 for the year 2024 and said Sri Deb Jyoti Laha and Sri Tapan Jyoti Laha executed a Development Power of Attorney dated 29/07/2024 in favour of (1) M/s Jai Hind Enclave a partnership firm being represented by its partners namely Sri Manjit Singh and Sri Anupam Das and (2) Aradhya Traders Private Limited a private limited company within the meaning of the Companies Act, 2013 being represented by its authorized signatory namely Mr Arun Kumar Kedia and Smt Pramila Kedia which was registered in the office of District Sub-Registrar, II South 24 Parganas at Alipore which was recorded in Book No. in Book no. I, Volume no. 1602-2024, Pages 369955 to 369978 Being no. 160210806 for the year 2024.

37. The said Sri Deb Jyoti Laha died intestate on 20.08.2024 leaving behind his wife Smt Sujata Laha and his only son Sri Datattreyo Laha and said Smt Sujata Laha and his only son Sri Datattreyo Laha both have inherited the right, title, interest and share equally under the provision of Hindu Succession Act, 1956 in respect of the property left by Deb Jyoti Laha, since deceased and Smt Sujata Laha, Sri Datattreyo Laha and Sri Tapan



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Jyoti Laha became the absolute joint owners of the schedule property being premises no. 5/1A, Pitambar Ghatak Lane, P.S Chetla, Kolkata-700027 .

38. The said Smt Sujata Laha, Sri Datattreyo Laha and Sri Tapan Jyoti Laha being bound and obligated and also decided to continue and follow the terms and conditions stated in the registered Development Agreement dated 29/07/2024 executed by and between Debojyoti Laha and Tapan Laha with the said developer herein.
39. For better clarity and better understanding for all purposes to come the parties herein have decided to execute this First Supplementary Development Agreement which shall supercede all previous terms and conditions if any inconsistent with the previous Development Agreement

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

#### **ARTICLE I : DEFINITIONS**

IN THESE PRESENTS UNLESS THERE IS ANYTHING CONTRARY AND/OR REPUGNANT THE FOLLOWING SHALL HAVE THE MEANINGS AND EXPRESSIONS AS FOLLOWS:-

- 1.1 **OWNERS** shall mean **(1) SMT SUJATA LAHA**, wife of Late Deb Jyoti Laha and residing at 5/1A, Pitambar Ghatak Lane, Post Office- Chetla, Police Station – Chetla, Kolkata – 700027, **(2) SRI DATATTREYO LAHA**,



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son of Late Deb Jyoti Laha and residing at 5/1A, Pitambar Ghatak Lane, Post Office- Chetla, Police Station – Chetla, Kolkata – 700027, **AND (3) SRI TAPAN JYOTI LAHA**, son of Late Surya Kumar Laha and residing at 5/1A, Pitambar Ghatak Lane, Post Office- Chetla, Police Station – Chetla, Kolkata – 700027, and shall include their respective legal heirs, legal representative, executors and assigns

- 1.2 **DEVELOPER** shall mean **M/s JAI HIND ENCLAVE**, a partnership firm being represented by its partners namely, **Sri Manjit Singh** son of Late Harnek Singh and **Sri Anupam Das** son of Late Prasanta Kumar Das having its registered office at 39/3/1A, Sarat Bose Road, P.S – Bhowanipore, Kolkata – 700025 and **(2) ARADHYA TRADERS PRIVATE LIMITED**, a private limited company within the meaning of the Companies Act, 2013 (**Company Identification no U52100DL2007PTC164093 (Pan No. AAGCA6890H)**) being represented by it authorized signatories namely, (1) Mr Arun Kumar Kedia son of Late Ram Kumar Kedia, and (2) Smt Pramila Kedia wife of Shri Arun Kumar Kedia, having its office at 50, Suhasini Ganguly Sarani, Post Office - Bhawanipore, Police Station - Kalighat, Kolkata – 700 025 hereinafter collectively called and referred to as the DEVELOPERS and shall unless excluded by or repugnant to the context be deemed to mean and included successor, successor-in-interest, liquidators, and assigns and all its partners even if inducted or involved in future



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- 1.3 **PREMISES** shall mean and include **ALL THAT** the piece and parcel of Bastu land measuring 6 (six) Cottahs be the same a little more or less together with a double storied building measuring about 3940 Sq.Ft. (Ground Floor 1970 Sq.Ft. and 1<sup>st</sup> Floor 1970 Sq.Ft.) standing thereon, lying, situate and being premises No. 5/1A, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027, within the limits of Ward No. 82 of the Kolkata Municipal Corporation hereunder written and/or given.
- 1.4 **SAID PROJECT/BUILDING(S)** shall mean and include the act of development of the said premises by constructing and/or erecting multistoried building/buildings thereon as per and in accordance with the **Building Plan No. 2024090018** dated 13.06.2024 sanctioned and/or shall include revised plan or modified plan by the Kolkata Municipal Corporation after demolishing the existing buildings and structures standing thereon.
- 1.5 **ADVOCATE** shall mean Learned Advocate who have been appointed by the developer as its Advocate herein to act on their behalf for the entire project which the Owner herein have also accepted.
- 1.6 **COMMON FACILITIES AND AMENITIES** shall mean and include all areas and utilities in the said project which have not been specifically allotted or sold and shall be common for all the unit/flat/car parking space holders and its expenses including those borne in maintenance, operation, repairs, renovation, painting, rebuilding, reconstruction,



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decoration, replacement and administration shall be borne by the owner of each individual unit/flat/car parking space in the complex proportionately.

- 1.7 **SALEABLE SPACE** shall mean all the constructed and/or open space of the area which can fetch revenue and rights in size, location advantage and market value of the said Project and/or Building(s) forming parts of the said premises available in such part or size or dimension for independent use and occupation and will include the undivided impartible proportionate share in all common parts, portions, lands areas and facilities after making due provisions for the space required for common facilities and amenities

- 1.8 **OWNER'S ALLOCATION** shall mean and include as follows :-

**Total 4 (Four) Flats and one covered car parking in the manner as follows:-**

**Four built up Flat** measuring more or less 600(Six hundred) square feet each

| Sl No | Floor         | Side          | Measurement<br>(Covered Area) |
|-------|---------------|---------------|-------------------------------|
| I     | First Floor   | Front Side    | 600 sq ft                     |
| II    | Second Floor  | Front Side    | 600 sq ft                     |
| III   | Third Floor   | Back Side     | 600 sq ft                     |
| IV    | Third Floor . | Southern Side | 600 sq ft                     |



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and **One covered car parking** in the ground floor shall be handed over to the owners along with proportionate share or portion of the area corresponding to the premises herein out of the total constructed area including the total saleable and/or transferable area in the new multistoried buildings to be constructed over the said premises morefully and particularly mentioned, described, explained, enumerated, provided and given at and under the SECOND SCHEDULE hereunder written and/or given which are allocable to the owners herein in terms of these presents comprising of Flats TOGETHERWITH the undivided proportionate share in the land comprised in the said premises and attributable thereto AND TOGETHERWITH the undivided proportionate share in all common parts, portions, areas and facilities morefully and particularly described under FOURTH SCHEDULE hereunder.

**In addition to the aforesaid allocation, the Developer has already paid the following Adjustable security deposit to the Owners as follows :-**

Rs. 2,00,000/- (Rupees Two lakh only) to Manorama Laha;

Rs. 4,00,000/- (Rupees Four lakh only) to Deb Jyoti Laha;

Rs. 4,00,000/- (Rupees Four lakh only) to Tapan Jyoti Laha;

Rs. 5,70,000/- (Rupees Five lakh seventy thousand only) paid to owners through Netai Halder.

Rs. 7,15,000/- (Rupees Seven lakh fifteen thousand only) paid to Deb Jyoti Laha on 29/07/2024



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Rs. 7,15,000/- (Rupees Seven lakh fifteen thousand only) paid  
to Tapan Jyoti Laha on 29/07/2024

- 1.9 **DEVELOPER'S ALLOCATION** shall mean and include All That the remaining portion left after allotting to Owner's allocation share or portion in the New Building out of the total constructed area i.e., open and covered area including total saleable area in the said project to be constructed over the said premises morefully and particularly mentioned, described, explained, enumerated, provided and given at and under the THIRD SCHEDULE hereunder written and/or given which are applicable to the developer herein in terms of these presents comprising of various flats/units/commercial spaces and/or car parking spaces both open and covered TOGETHERWITH the undivided proportionate share in the land comprised in the said premises and attributable thereto AND TOGETHERWITH the undivided proportionate share in all common parts portions areas and facilities, morefully and particularly described under FOURTH SCHEDULE herein.
- 1.10 **ARCHITECT** shall mean the person or persons who may be appointed by the Developer for designing and planning of the said project.
- 1.11 **BUILDING PLAN** shall mean the plan that has already been sanctioned by the Kolkata Municipal Corporation being Building Plan No. 2024090018 dated 13.06.2024 for construction of multistoried buildings on the said premises and shall also, wherever the context permits, such



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plans, drawings, designs, elevations, specifications as are prepared by the Architects including variations/modifications therein, and shall also include revised or modified building plan, if any in respect of the project.

1.12 **SPECIFICATION** shall mean the specifications required for the purpose of construction, erection, promotion, building and development of the said multistoried building(s) as may be decided by the Architect as morefully and particularly mentioned, described, explained, enumerated, provided and given in the FIFTH SCHEDULE hereunder written and/or given subject to variations or modification.

1.13 **TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of flat/shop room/ car parking space in the said multistoried building(s) to the intending purchaser(s)/buyer(s)/tenant(s).

1.14 **TRANSFeree** shall mean person, firm, limited company, association of persons to whom any space/flat in the said project has been transferred, alienated, granted, demised, devised, provided and given.

1.15 Words importing singular shall include plural and vice versa.

1.16 Words importing masculine gender shall include feminine and neuter genders likewise words imparting feminine gender shall include masculine and neuter genders and similarly words imparting the Neuter Gender shall include masculine and feminine genders.



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## **ARTICLE II : COMMENCEMENT**

2.1 The terms of this agreement shall commence on and from and with effect from the date of execution of this agreement.

2.2 Unless terminated by mutual consent this agreement shall remain in full force and effect until such time the said project is completed and necessary completion certificate is obtained.

## **ARTICLE III: OWNERS' RIGHT AND REPRESENTATION**

3.1 At or before entering into these presents the owners herein have assured and represented the Developer herein as follows:

- i. That the owners herein have clear and marketable title in respect of the entirety of the SAID PREMISES;
- ii. That the owners herein are otherwise in uninterrupted and peaceful possession of the said premises without any interruption or disturbance and/or claim from any person and/or persons in respect of the said premises, save and except the portion thereof which is under occupation of one tenant namely, Lokenath Ghosh. However, the Owners are aware that the said Tenant shall vacate and an arrangement has been arrived at between the said Lokenath Ghosh and the Developers herein and as such there is no difficulty in demolishing the existing building for starting a new building thereon the said land.



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- iii. That the owners herein have not entered into any agreement for sale, memorandum of understanding, transfer and/or lease and/or development agreement and/or mortgage nor have created any interest of a third party into or upon the said premises or any part or portion thereof.
- iv. No acquisition or requisition proceeding/s is/are pending in respect of the said premises nor the Owners herein have received any such notice or have any knowledge in this regard.
- v. The Developer shall take all necessary permissions from all appropriate authorities of the Government of West Bengal for the Development of the aforementioned multistoried building and for that if required, the Owners herein shall be duty bound to sign all necessary papers and co-operate in all manner at the request of the Developers for such purposes.
- vi. That all municipal rates, taxes, khajna and other payable in respect of the said premises or the adjoining premises, up to the date of handing over of the possession of the FIRST SCHEDULE hereunder written shall be the liability upon the Owners to pay.
- vii. That the owners herein have agreed to keep the Developers herein, its successor and/or successors-in-interests and assigns saved harmless and fully indemnified from all costs, charges, claims, actions, suits



and proceedings arising out of unpaid dues in respect of the said premises, if any, till the date of handing over possession.

- viii. Upon physical taking over possession of the said premises from the Owners and the said Tenant, for construction, development and promotion, all liabilities regarding the municipality tax, khajna or otherwise as may be applicable, statutory or non-statutory in respect of the said premises shall be borne exclusively by the Developers herein.
- ix. After handing over of the owners allocation by the Developer to the Owners, all liabilities regarding municipality tax, rent, khajna, statutory or non-statutory liabilities of the respective owners or their successor/ legal heir, successors-in-interest and transferees of the owner's allocations, as the case may be shall be borne by the Owners in respect thereto accordingly

3.2 With a view to develop the said premises described in the First Schedule hereunder written as may be permitted by all concerned authorities, the Owners hereby agrees to entrust and hand over to the Developers the work and right of Development of the said property described in the Schedule hereunder written on the terms contained herein. After due diligence and searches the developers herein has accepted the title of the owners but in the event of any of the representations being found to be incorrect it shall



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be the obligation of the owners to cause the same to be remedied and/or rectified.

- 3.3 The owners herein agree to grant right of development to the developers in accordance with the approved building plans and/or other statutory permissions which may be required for completion of the project together with all costs of constructions whatsoever upto total completion of the project, which shall be borne exclusively by the developers. However, the owners shall always be ready and willing to render necessary assistance and cooperation to the developers for all purposes related to and connected with obtaining necessary order of amalgamation of the said premises with the adjoining premises and for all other purposes ancillary to development of the amalgamated plot including signing and executing all documents, applications etc. in connection with the same.

#### **ARTICLE IV : DEVELOPER'S REPRESENTATION**

- 4.1 At or before the execution of these presents, documents and papers concerning the SAID PREMISES written and/or given has been inspected by the developers herein and the developers herein is primarily satisfied with regard to the right, title and interest of the owners according to their respective shares.
- 4.2 The Developers herein has assured the owners herein that the Developers herein has adequate funds to be invested sufficiently at and under the subject project and has enough manpower, technical team, technical



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expertise and others in order to complete and finish the subject project within the time limit as provided hereunder.

#### **ARTICLE V: DEVELOPER'S RIGHTS**

5.1 In pursuance of the mutual obligations and also subject to the various terms and conditions herein contained and on the part of the Developers herein to be paid performed and observed the owners herein have agreed to grant the exclusive right of development for commercial exploitation in respect of the aforesaid premises unto and in favour of the Developers to undertake development of the said premises whereby the Developers shall be entitled to undertake the project of residential/commercial and/or residential-cum-commercial project and construct erect and complete the multi-storied buildings thereof (Ground plus maximum available upper floors) comprising of several self contained units/flats/apartments/ car parking space/shops etc. and others to be held and/or enjoyed independent of each other. It is further recorded that the costs and expenses for demolishing the existing structure shall be borne by the developers and the rubbish and/or scrap materials obtained after demolishing the existing building and/or structure shall be the property of the Developers and the Developers shall be at liberty to utilize the said rubbish as per their choice.

5.2 The Developers herein are required to commercially develop the same in terms hereof and to deal with the developer's allocation in the multistoried



building(s) of the said housing and/or residential-cum-commercial complex in the manner hereinafter contained

- 5.3 The Developers shall have the right to construct/develop any new construction work on other adjacent properties or any property lying behind / adjacent the scheduled property of the Owners and shall have all liberties and easement right to use the passage or any portion of the scheduled property for benefit (like obtaining any new sanction plan on adjacent premises in respect of F. A. R., Ground Coverage etc. as per present rules & regulations i.e. K. M. C. Building Rules [Amended] & K. M. C. Act, along with taking all the benefits & civic facilities i.e. sewerage, drainage, passage etc.) for the new construction if initiated at the adjacent property of the scheduled property on the basis of main road abuts the scheduled property. The Owners herein shall not raise objection and hindrance in respect thereto.

#### **ARTICLE VI : POSSESSION FOR DEVELOPMENT**

6. The Owners state that there is one Tenant who is occupying a portion of the said premises but is agreeable to co-operate with the Development Project subject to such terms and conditions which has been arrived at by the Developers with the said Tenant. The Owners shall either before or within one month from the date of eviction /temporary eviction/shifting of the said Tenant shall hand over possession of the said premises to the



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Developers for undertaking development of the premises as per the sanction building plan.

#### **ARTICLE -VII : PLANS/PERMISSIONS**

7.1 For the purpose of undertaking development of the said premises described in the First Schedule hereunder, the Developers herein has already at Developer's cost prepared building plan and submitted the same before the appropriate authority of the Kolkata Municipal Corporation consisting of Ground and various upper floors which has duly been sanctioned and approved by the Kolkata Municipal Corporation. The Building plan in respect of the aforesaid premises no. 5/1A, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata - 700027 has been registered and numbered as Building Plan no. 2024090018 dated 13.06.2024 The Developers shall soon start construction subject to terms and conditions mentioned herein in accordance with law and the Developers herein shall engage and/or appoint Architect, Engineers and other agents for the said purpose and shall make payment of their fees and/or charges. Further the developers herein are fully authorized by the owners herein to make all endeavours to obtain the maximum Floor Area Ratio (F.A.R) in future. In case the sanction plan is required to be modified, revised or fresh plan required to be obtained specifically for the purpose of getting extra floors from the original sanction plan, then in such an event the sanction fee(s), fine and penalty if required to be payable to the Kolkata Municipal Corporation or such other authority, the same



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shall be paid exclusively by the Developers herein. The Owners shall always co-operate whenever their signature on any documents or their physical presence is required in connection with the Development and/or construction of the New Building before the appropriate authority or as the case may be. It is further clarified that the cost of construction is entirely to be borne by the Developers herein.

- 7.2. The Developers herein shall take all steps to obtain all permissions approvals and/or sanctions as may be necessary and/or required for sanction of revised or modified building plan and construction work thereon and the Owners hereby agree and undertake to sign all papers and/or documents as may be necessary.

#### **ARTICLE VIII : COMMENCEMENT OF WORK AND SPACE ALLOCATION**

- 8.1. The Developers herein shall start the work of the said construction, erection, promotion, building and development of the said multi-storied building(s) at and upon the SAID PREMISES described in the **FIRST SCHEDULE** hereunder written and/or given as soon as possible from the date of sanction of the building plan thereof subject to receiving of the physical handover of possession of the entire property. The construction work shall be completed within 30 months from the date of receiving of the physical vacant possession of the entire premises subject to Force Majeure with a grace period of 6 (six) months.



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8.2. That the Developer herein shall be entitled to transfer or otherwise deal with the Developer's allocations that is, Developer's allocated area as mentioned hereinbefore in the said project and accordingly the owners herein shall be entitled to transfer or deal with the owner's allocated area.

8.3. That the Developer herein shall be entitled to transfer and/or assign its allocated portion to any third party in phased manner on or before the completion of the building and the developers are entitled to enter into agreement(s) for sale and/or transfer in respect of its allocation with different purchaser(s), buyer(s) or their nominee(s) and further shall be entitled to receive all advances and full consideration for the said developer's allocated area, as morefully mentioned and described in THIRD SCHEDULE hereunder written. Similarly, the owners herein shall be entitled to enter into agreement(s) for sale and/or transfer of any manner in respect of their allocation with different purchaser(s), buyer(s) or their nominee(s) and further shall be entitled to receive all advances and full consideration for the said owners' allocated area, as morefully mentioned and described in SECOND SCHEDULE hereunder written independent of the developers allocation or any other party whomsoever. Be it mentioned herein the owners herein shall have no liability and obligation as regards the agreement for sale to be executed by and between the developer herein and the intending purchaser(s) and/or the buyer(s) thereof in any manner whatsoever in respect of the developer's allocated area.



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8.4 That insofar as necessary, the dealings, namely, submission, sanction, revision, modification of plan for the subject construction including sale, alienation, transfer, demise, devise and grant of the Developer's allocation, obtaining electricity connection, water, drainage, sewerage connections and other such facilities and utilities and others by the Developers herein in respect of the said project shall be in the name of the owners herein for which purpose the Owners undertake to give the Developers the Power-of-Attorney in a form and manner as is reasonably required. It being however agreed that such dealing shall not in any manner fasten or create any financial liability upon the owners or affect the right, title or interest of the owner's premises or owner's allocation in the said project in the said premises.

8.5. The Developer herein shall be entitled to sell, transfer, demise, devise, grant and provide its allocation by the strength of the Power-of-Attorney to be conferred and executed by the owners to the Developers herein for the Developer's Allocation. The Developers shall be free to deal with the Developers Allocation on the strength of the Power of Attorney.

8.6. The specific allocation of the Parties that is, between the Owners and the Developers herein stands demarcated and/or depicted and if any modification or revision of plan is caused for the interest of the Development project in such event the Owners do hereby confirm and undertake that Owners shall not demand any extra allocation or area



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thereof. In case the developers requires a further Power Of Attorney (POA) for selling and / or managing the developers allocation in such event the owners herein shall execute a fresh Power Of Attorney for the same cancelling the previous Power Of Attorney, if necessary hereto. The Developers shall be entitled to sell, transfer, demise, devise, grant and provide its allocation by strength of the Power-of-Attorney(s) as executed by the owners to the developers herein.

#### **ARTICLE IX : SAID PROJECT**

9.1 That the owners shall for the purpose of effecting the development work must deliver the physical possession of the said premises mentioned, described, explained, enumerated, provided and given at and under the **FIRST SCHEDULE** hereunder written and/or given to the developer herein. The Developers herein shall construct erect and complete the said project over the said premises in accordance with the building plan with good and standard materials including the portion of the owners allocation subject to terms and conditions mentioned herein these presents.

9.2 That the Developers herein shall be authorized to apply for and obtain temporary connection of water, electricity to the said project for the purpose of construction or enjoyment of the building at developer's costs and charges.

#### **ARTICLE X : PROCEDURE**



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- 10.1. The owners shall execute General Power(s) of Attorney in favour of the developer and/or its nominee and/or nominees as may be required for the purpose of obtaining further necessary permission(s) approvals and sanctions from different authorities in connection with the construction of the said projects and also for pursuing and following up with the Kolkata Municipal Corporation, the Urban Land (Ceiling and Regulation) Act, 1976, Fire Department, West Bengal Real Estate Regulatory Authority (RERA), Pollution and Environment control Authorities, Directorate obtaining Sewerage Connection, Water, Electricity supply and for obtaining the completion and occupancy certificate and other authorities and for booking and/or entering into agreement for sale of saleable area of the said premises in respect of developer's allocations.
- 10.2 The Developers shall start construction once they receive the absolute possession of the SAID PREMISES upon demolition of the existing building. The Developers shall engage their architect, engineers and other qualified and professional persons or personnel or firms or such appropriate persons to complete the construction.
- 10.3 The Developers shall ensure that the building is being made habitable and shall handover physical possession of the Owners allocation to the Owners accordingly.
- 10.4 The Owners shall not cause any interference or hindrance in the construction work. The Owners shall also not intervene in the financial



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aspect for development project and the Developers shall be absolutely free to fund the project from any lawful resources.

10.5 Both the Owners and the Developers shall abide by the terms and condition as stated in this Agreement.

#### **ARTICLE XI : BUILDING**

11.1. The developers shall at its own costs construct erect and complete the Project on the SAID PREMISES in accordance with the sanctioned plan as per the specifications more fully and particularly mentioned, described, explained, enumerated, provided and given in the FIFTH SCHEDULE hereunder written and/or given and the common facilities and amenities hereinbefore mentioned with first class materials as may be certified by the Architect of the said Project and the same shall be completed within the said completion date.

11.2. Subject as aforesaid the decision of the Architect regarding the quality of the materials shall be final and binding between the parties hereto.

11.3. It is made clear that all the flat/unit buyers including the Owners shall share in common the proportionate charges for payments, deposits made to CESC for H.T./L.T. Line charges, all cable installations, contractor's remuneration, transformer, meters, sub-meters and cables and their installation charges and accessories and payments in respect thereof



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shall be made to the developers according to their respective allocated areas.

11.4. The Developers may apply for and obtain temporary and permanent connection of water, electricity, power, drainage, drainages and/or gas to the project and other inputs and facilities required for the better enjoyment of the building but all the costs and expenses shall be borne by the developers herein without creating any financial liabilities on the owners herein for which purpose the owners shall execute in favour of the developers or its nominee conferring such powers and other authorities as shall be required by the developer. Such Power of Attorney will remain in force until the Municipality and/or statutory authorities issues necessary completion certificate and all the conveyance of the various unit holders are executed and registered and possession of the flats/units are handed over to the respective purchasers.

11.5. The developers herein shall at its own costs and expenses and without creating any financial and other liability on the owners herein construct and complete the project of various units/flats/apartments/shop/show room/ car parking space(s) therein in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developers as per specification described in the FIFTH SCHEDULE hereunder written and/or given.



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11.6 All costs charges and expenses including Architect's Structural Engineers' fees shall be discharged by the Developers and the owners herein shall bear no responsibility in this context.

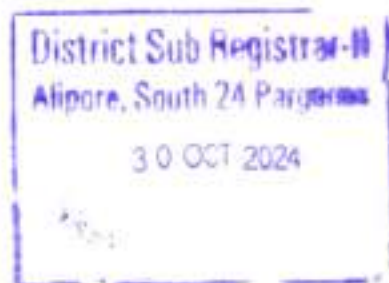
11.7 The Owners herein shall not cause any obstruction or interference to the developers continuing with the construction erection and completion of the said project. Owners shall have the right to inspect as and when they shall think fit to see quality of jobs and materials.

### **ARTICLE XII : COMPLETION**

12. Unless prevented by circumstances beyond the control of the developers and/or circumstances amounting to force majeure as hereinafter appearing the said project shall be constructed erected and completed within a period of 30 months from the date of receipt of delivery of actual physical vacant possession of the entirety of the SAID PREMSIES with a grace period of 6 (six) months hereinafter referred to as the COMPLETION DATE. For the purpose of completion, the certificate of concerned department of the Kolkata Municipal Corporation shall be final conclusive and/or delivery of peaceful physical possession to the Owner's allocation to the Owners and other Unit buyers shall be conclusive and also binding on the parties. In case the construction work is not completed or the Owners allocation could not be handed over within 30 months subject to Force Majeure, in such event the Developers shall pay a lump sum of Rs 20,000/- (Rupees Twenty Thousand) per month to the Owners herein.



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However, be it mentioned that in the event the Developers has asked the Owners to take possession of the Owners allocation but the Owners have neglected to take physical possession of the same in such event it shall be deemed that the Developers has handed over the Owners allocation and there lies no laches on the part of the Developers. The Owners in such circumstances shall not be able to claim any damages or compensation from the Developers.

### **ARTICLE XIII : DEVELOPERS COVENANTS**

13. The Joint Developers being the Developer of the said premises covenant amongst each other as follows :-

- a) The Owners allocation shall be completed and handed over by the Developers which shall be the joint liability and responsibility of the Joint Developer herein
- b) The developers allocation shall be appropriated amongst the Developers in the ratio of 2:1 that is, M/S Jai Hind Enclave shall have 2/3<sup>rd</sup> share in sale proceeds of the Developers Allocation and Aradhya Traders Private Limited shall have 1/3<sup>rd</sup> share in the sale proceeds of the Developers allocation in the new building to be constructed in Premises No. 5/1A, Pitambar Ghatak Lane, Police Station - Chetla, Kolkata – 700027.
- c) In case of any dispute if ever arises in future amongst the Developer, the same shall be resolved amongst themselves through arbitration and in no event the development work shall be paused for the same.



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**ARTICLE XIV : DEVELOPER'S OBLIGATIONS AND INDEMNITY**

13.1 The Developer shall:

- i. Upon taking delivery of physical possession of the Premises No. 5/1A, Pitambar Ghatak Lane, Police Station – Chetla, Kolkata – 700027; the Developer shall arrange a temporary accommodation for the Owners towards shifting or shall pay to the Owners if they arrange for their own accommodation a maximum sum of Rs 24,000/- (Rupees Twenty-four Thousand only) per month ( Rs. 12,000/- (Rupees Twelve Thousand only) per month to be paid as shifting charges jointly to Smt. Sujata Laha and Sri Datattreyo Laha & Rs 12,000/- (Rupees Twelve Thousand only) per month to be paid as shifting charges to Sri Tapan Jyoti Laha) till the Owners Allocation in the proposed building are completed and the possession of the same is handed over to the Owner
- ii. Install all electricity line, wiring, gas, water, tele-communications, services and surface and soil water drainage of the premises and shall ensure that the same connect directly to the mains.
- iii. Give all necessary or usual notices under any statute affecting the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said premises and pay all costs, fees and outgoings incidental to or consequential, on any such notice and indemnify the owners herein from and against all the costs, charges, claims, actions, suits and proceedings.



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- iv. Remain responsible for any accident and/or mishap taking place while constructing erecting and completing the said project and/or buildings in accordance with the said plan and has agreed to keep the owners herein save harmless and fully indemnified from and against all the costs, charges, claims, penalties actions, suits and proceeding(s) thereof.
- v. Incur all costs, charges and expenses for the purpose of constructing erecting and completing the said building(s) whatsoever in accordance with the sanctioned building plan.
- vi. Not to allow any person to encroach or permit any encroachment by any person and/or persons into or upon the said premises or any part or portion thereof.
- vii. Upon completion of the project and handing over the allocations of the owners and of the Developers, the Developers shall take necessary steps to form the flat owners association and handover the charges of the building to the said association and all the flat/space/shop/show room owners will be responsible for maintenance of common services, amenities whatsoever. Till formation of such association the Developers shall maintain all common areas amenities, services for the common purposes and the flat/space/shop/show room owners shall be liable for payment of proportionate costs on this account with regard to the area under their occupation.



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- viii. The Developers herein declare and undertake that before starting of construction, the Developers shall comply with all formalities and obtain necessary permissions from the authorities concerned.

#### **ARTICLE XV : OWNERS' OBLIGATIONS**

14. The Owners herein have agreed:
- i) To co-operate with the Developers in all respect for development of the said premises in terms of these presents.
  - ii) To execute all deeds documents and instruments as may be necessary and/or required from time to time in respect of developers allocation.
  - iii) For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds documents and instruments as may be necessary and/or required to enable the Developers to undertake construction of the project and/or Buildings in accordance with the said sanctioned plan.
  - iv) To execute registered General Power of Attorney or any Special Power of Attorney in favour of the Developers or its nominee and/or nominees at the request and expenses of the developers as and when deemed necessary by the developer.
  - v) The Owner shall have no objection if the developers sells, transfers or deals or enters into Agreement of Sale with Flat/Unit/Shops etc with any



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intending purchasers falling under the Developers Allocation based on the Strength of the Power of Attorney

#### **ARTICLE XVI : MISCELLANEOUS**

15. The owners hereby authorize the Developers to sale, transfer, demise, devise, grant, provide and deliver all the portions to all the prospective purchaser(s), buyer(s) and/or transferee(s) in respect of the Developer's allocation only. The Owners herein hereby agree and undertake that they will make available the title deeds and document(s) of the said premises and handover the same to the Developers herein to ease and simplify the inspection of the same by the intending purchaser(s) or buyer(s) of any Unit/Flat/Apartment/ space and others of the subject Project and undertakes that the owners herein shall not create any charge or mortgage in respect of the **"Said Premises"** morefully described in the FIRST SCHEDULE hereunder written and/or given in any manner whatsoever .

#### **ARTICLE XVII : FORCE MAJEURE**

16. The developers herein shall not be treated to have committed a default and the developer's obligations and covenant will be suitably extended under the Force Majeure clause. Force Majeure shall include natural calamities, lockdown by any government or Local body, Act of God, flood, tidal waves, earthquake, riot, war, storms, tempest, fire, civil commotion, air raid, strikes (including by contractor/construction agencies) lock out, transport, strike notice or prohibitory order from Municipal Corporation or any other statutory



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[Signature]



body or any court, Receiver, Government Regulations, new and/or changes in any Municipal or other rules, laws or policies effecting or likely to affect the project or any part or portion thereof, shortage of Essential Commodities and/or any circumstances beyond the control or reasonable estimation of the parties herein.

### **ARTICLE XVIII : ARBITRATION**

17 All disputes and differences arising between the Parties hereto regarding the completion of the said project or interpretation of any of the terms and conditions herein contained and touching these presents of determination of any liability shall be referred to arbitration of a single arbitrator to be jointly appointed by the parties hereto and the same shall be deemed to be a reference within the meaning of the provisions of the Arbitration and Conciliation Act, 1996 as amended or any other statutory modifications thereof. The award passed in such arbitration proceedings and the interim order/orders passed thereunder, if any, shall always be final and binding upon the parties hereto. The arbitrator shall be competent to pass an interim order.

### **FIRST SCHEDULE AS REFERRED TO ABOVE**

**ALL THAT** the piece and parcel of Bastu land measuring 6 Cottahs be the same a little more or less together with a double storied building having total built up area 3940 sq ft (ground floor 1970 sq. ft. and first floor 1970 sq. ft.) standing thereon, lying, situate and being Premises No. 5/1A, Pitambar Ghatak Lane, Post Office - Chetla, Police Station - Chetla, Kolkata - 700027, within the



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limits of ward no. 82 of the Kolkata Municipal Corporation, vide Assessee No. 11-082-13-0022-8, which is butted and bounded as follows:-

- ON THE NORTH** : Premises No. 5A Pitamber Ghatak Lane;  
**ON THE EAST** : Premises No. 5/1D, Pitamber Ghatak Lane;  
**ON THE SOUTH** : KMC Passage;  
**ON THE WEST** : KMC Road namely Pitamber Ghatak Lane;

**SECOND SCHEDULE AS REFERRED TO ABOVE**

(Owners' Allocation)

**Total 4 (Four) Flats and one covered car parking in the manner as follows:-**

**Four built up Flat** measuring more or less 600 (Six hundred) square feet each

| Sl No | Floor        | Side          | Measurement<br>(Covered Area) |
|-------|--------------|---------------|-------------------------------|
| i     | First Floor  | Front Side    | 600 sq. ft.                   |
| ii    | Second Floor | Front Side    | 600 sq. ft.                   |
| iii   | Third Floor  | Back Side     | 600 sq. ft.                   |
| iv    | Third Floor  | Southern Side | 600 sq. ft.                   |

and **One covered car parking** in the ground floor shall be handed over to the owners along with proportionate share or portion of the area corresponding to the premises herein out of the total constructed area including the total saleable and/or transferable area in the new multistoried buildings to be constructed over the said premises morefully and particularly mentioned, described, explained, enumerated, provided and given at and under the FIRST SCHEDULE hereunder written and/or given which are allocable to the owners



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herein in terms of these presents comprising of Flats TOGETHERWITH the undivided proportionate share in the land comprised in the said premises and attributable thereto AND TOGETHERWITH the undivided proportionate share in all common parts, portions, areas and facilities morefully and particularly described under FOURTH SCHEDULE hereunder AND TOGETHERWITH the SPECIFICATIONS morefully and particularly described under FIFTH SCHEDULE herein.

**In addition to the aforesaid allocation, the Developer has already paid the following Adjustable security deposit to the Owners as follows :-**

- Rs. 2,00,000/- (Rupees Two lakh only) to Manorama Laha;
- Rs. 4,00,000/- (Rupees Four lakh only) to Deb Jyoti Laha;
- Rs. 4,00,000/- (Rupees Four lakh only) to Tapan Jyoti Laha;
- Rs. 5,70,000/- (Rupees Five lakh seventy thousand only) to Netai Halder on behalf of the Owners.
- Rs. 7,15,000/- (Rupees Seven lakh fifteen thousand only) to Deb Jyoti Laha on 29/07/2024
- Rs. 7,15,000/- (Rupees Seven lakh fifteen thousand only) to Tapan Jyoti Laha on 29/07/2024

### **THIRD SCHEDULE AS REFERRED TO ABOVE**

(Developer's Allocation)

Developer's Allocation shall mean and include all that the remaining portion left after allotting to Owner's allocation share or portion in the New Building out of the total constructed area i.e., open and covered area including total saleable



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area in the said project to be constructed over the said premises morefully and particularly mentioned, described, explained, enumerated, provided and given at and under the FIRST SCHEDULE hereunder written and/or given which are applicable to the developers herein in terms of these presents comprising of various flats/units/commercial spaces and/or car parking spaces both open and covered TOGETHERWITH the undivided proportionate share in the land comprised in the said premises and attributable thereto AND TOGETHERWITH the undivided proportionate share in all common parts portions areas and facilities, morefully and particularly described under FOURTH SCHEDULE herein AND TOGETHERWITH the SPECIFICATIONS morefully and particularly described under FIFTH SCHEDULE herein.

**FOURTH SCHEDULE AS REFERRED TO ABOVE**

(COMMON PARTS and PORTIONS in the Building/Buildings)

1. Open and/or covered paths and passages inside the building/buildings and outside the building/buildings which comprise of boundary walls and main gates of the complex.
2. Water pipes
3. Wiring and accessories for lighting of common portions of the building/buildings
4. Pumps and motors for use for common portions of the building/buildings
5. Lighting arrangements at the main gates and passages of the building/buildings



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6. Installation relating to sub-station and common transformer for the building/buildings
7. Drains, sewers, septic tanks and pipes of the building/buildings
8. Overhead water reservoir and underground water reservoir

#### **FIFTH SCHEDULE AS REFERRED TO ABOVE**

##### (SPECIFICATIONS)

**SPECIFICATION:** The Building is designed on R.C. C. Footing and frame.

#### **DOORS & WINDOWS:**

Main Door of wooden finish (Gummer) and other doors are hard wood frame door with 30mm thick commercial ply flush door. All windows shall be aluminium sliding with 4mm glass panes, main door shall be fitted with night latch lock. All other doors shall be fitted with medium heavy aluminum tower bolt, all part from that they will fix collapsible gate at the main entrance of the building. All doors windows shall be painted with primer.

#### **FLOORING:**

All rooms and kitchen shall be finished with White Marble with 4" high skirting cooking platform with black granite top and skirting shall be provided. Bath room floor shall be of White Marble /tile with 5 ft. wall tiles dado. Bed room and dining shall be made of marble, skirting 4 inches.

All toilets will have porcelain basin and commode/ pan (white) of Parryware. or any other good make fitted and chromium plated standard fittings, commode/pan shall have porcelain low-down cistern of approved make same



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with commode/pan (white), one shower, one tap will be provided (C.P. approved quality), one stainless steel sink with tap will be provided in kitchen, CPVC pipes will be used for water connection. All taps shall be of stainless steel.

#### **ELECTRIFICATION:**

Conceal type Paint against wiring with copper cable will be provided for entire Flat with best quality materials. Bed room will have one plug point in addition to two light points and one Fan point, in living room one fan point, three light points and one plug point in addition to two nos. 5 amp. power plug. Kitchen will have one 15 amp. power plug in addition to a light point only along with the point for exhaust fan, toilets will have one light point and point for exhaust fan.

#### **FINISHING :**

1. Exterior painting of walls shall be of Asian / Berger or ICI of approved brand. All rooms, hall and verandah shall be plaster finish only.
2. The roof Will be water proving compound finish.
3. Building will be served with underground and overhead water storage tank and pump.
4. Safe place shall be provided on the ground floor, staircase areas, for keeping separate electric meters.
5. All other materials as per standard quality available in the market.

#### **LIFT:**

Lift of reputed Company



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**IN WITNESS WHEREOF** the Parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above-written.

**SIGNED, SEALED AND DELIVERED**

by the parties at Kolkata in presence of :

1) Witham to Paise  
2200 R.B. Avenue  
Kolkata - 700019

1. Sujata Laha

2. Dattatraya Laha

2) Sourmyadeep Laha  
5/1a Pitambar Chatah  
Lane, Kolkata - 700027

3. Tapan jyoti Laha  
Owners

Drafted by me:-

Abhishek Chakraborty  
**ABHISHEK CHAKRABORTY**

Advocate

Alipore Judges Court

Kolkata 700025

WB/435/2009

**JAI HIND ENCLAVE**

1. Hemant Laha  
Authorized Signatory / Partner  
**JAI HIND ENCLAVE**

2. Anurag Laha  
Authorized Signatory / Partner  
**ARADHYA TRADERS PVT. LTD**

3. Hiral Kanti  
**ARADHYA TRADERS PVT. LTD**  
Director

4. Pramila Kanti  
Developers Director



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# SPECIMEN FORM FOR TEN FINGERPRINTS

|   |                  |   |   |  |   |   |
|---|------------------|---|---|--|---|---|
|    | Sijath Laha      |    |    |     |     |    |
| Little  |                  | Ring  | Middle  | Fore   | Thumb   |   |
| (Left Hand)   |                  |   |   |  |   |   |
|    |                  |    |    |    |    |   |
| Thumb   | Fore             | Middle  | Ring  | Little   |   |   |
| (Right Hand)  |                  |   |   |  |   |   |
|   | Dabathup Gaha    |    |    |     |     |    |
| Little  |                  | Ring  | Middle  | Fore   | Thumb   |   |
| (Left Hand)   |                  |   |   |  |   |   |
|   |                  |   |   |   |   |   |
| Thumb   | Fore             | Middle  | Ring  | Little   |   |   |
| (Right Hand)  |                  |   |   |  |   |   |
|  | Tapan Jyoti Laha |  |  |   |   |  |
| Little  |                  | Ring  | Middle  | Fore   | Thumb   |   |
| (Left Hand)   |                  |   |   |  |   |   |
|  |                  |  |  |  |  |   |
| Thumb   | Fore             | Middle  | Ring  | Little   |   |   |
| (Right Hand)  |                  |   |   |  |   |   |
|  | Manish Pih       |  |  |   |   |  |
| Little  |                  | Ring  | Middle  | Fore   | Thumb   |   |
| (Left Hand)   |                  |   |   |  |   |   |
|  |                  |  |  |  |  |   |
| Thumb   | Fore             | Middle  | Ring  | Little   |   |   |
| (Right Hand)  |                  |   |   |  |   |   |







# SPECIMEN FORM FOR TEN FINGERPRINTS



*Ankur D.*

|              |      |        |      |        |
|--------------|------|--------|------|--------|
|              |      |        |      |        |
| Little       | Ring | Middle | Fore | Thumb  |
| (Left Hand)  |      |        |      |        |
|              |      |        |      |        |
| Thumb        | Fore | Middle | Ring | Little |
| (Right Hand) |      |        |      |        |



*Ankur K.*

|              |      |        |      |        |
|--------------|------|--------|------|--------|
|              |      |        |      |        |
| Little       | Ring | Middle | Fore | Thumb  |
| (Left Hand)  |      |        |      |        |
|              |      |        |      |        |
| Thumb        | Fore | Middle | Ring | Little |
| (Right Hand) |      |        |      |        |



*Ramila K.*

|              |      |        |      |        |
|--------------|------|--------|------|--------|
|              |      |        |      |        |
| Little       | Ring | Middle | Fore | Thumb  |
| (Left Hand)  |      |        |      |        |
|              |      |        |      |        |
| Thumb        | Fore | Middle | Ring | Little |
| (Right Hand) |      |        |      |        |

PHOTO

|              |      |        |      |        |
|--------------|------|--------|------|--------|
|              |      |        |      |        |
| Little       | Ring | Middle | Fore | Thumb  |
| (Left Hand)  |      |        |      |        |
|              |      |        |      |        |
| Thumb        | Fore | Middle | Ring | Little |
| (Right Hand) |      |        |      |        |



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Directorate of Registration & Stamp  
Revenue  
GRIPS eChallan



192024250260681038

GRN Details

|                   |                     |                     |                         |
|-------------------|---------------------|---------------------|-------------------------|
| GRN:              | 192024250260681038  | Payment Mode:       | SBI Epay                |
| GRN Date:         | 30/10/2024 11:10:24 | Bank/Gateway:       | SBlePay Payment Gateway |
| BRN :             | 7869637236919       | BRN Date:           | 30/10/2024 11:12:52     |
| Gateway Ref ID:   | 100013998537        | Method:             | State Bank of India UPI |
| GRIPS Payment ID: | 301020242026068102  | Payment Init. Date: | 30/10/2024 11:10:24     |
| Payment Status:   | Successful          | Payment Ref. No:    | 2002741105/2/2024       |

[Query No\*/Query Year]

Depositor Details

|                           |   |
|---------------------------|---|
| Depositor's Name:         | Mr ABHISHEK CHAKRABORTY                       |
| Address:                  | ASHIRBAD, D/5/8 RABINDRANAGAR, KOLKATA-700018 |
| Mobile:                   | 9836271783                                    |
| Period From (dd/mm/yyyy): | 30/10/2024                                    |
| Period To (dd/mm/yyyy):   | 30/10/2024                                    |
| Payment Ref ID:           | 2002741105/2/2024                             |
| Dept Ref ID/DRN:          | 2002741105/2/2024                             |

Payment Details

| Sl. No. | Payment Ref No.   | Head of A/C Description                  | Head of A/C        | Amount (₹) |
|---------|-------------------|--|--------------------|------------|
| 1       | 2002741105/2/2024 | Property Registration- Stamp duty        | 0030-02-103-003-02 | 39920      |
| 2       | 2002741105/2/2024 | Property Registration- Registration Fees | 0030-03-104-001-16 | 21         |
| Total   |                   |  |                    | 39941      |

IN WORDS: THIRTY NINE THOUSAND NINE HUNDRED FORTY ONE ONLY.

PAID





### Major Information of the Deed

|  |   |   |            |
|--|---|---|------------|
| Deed No :  | I-1602-14638/2024   | Date of Registration  | 30/10/2024 |
| Query No / Year  | 1602-2002741105/2024  | Office where deed is registered                             |            |
| Query Date   | 27/10/2024 12:28:21 PM  | D.S.R. - I   SOUTH 24-PARGANAS, District: South 24-Parganas |            |
| Applicant Name, Address & Other Details                      | Abhishek Chakraborty<br>Ashirbad, D/5/8 Rabindranagar, Thana : Rabindranagar, District : South 24-Parganas, WEST BENGAL, PIN - 700018, Mobile No. : 9836271783, Status : Advocate |   |            |
| Transaction  | Additional Transaction  |   |            |
| [0110] Sale, Development Agreement or Construction agreement | [4305] Other than Immovable Property, Declaration [No of Declaration : 2]   |   |            |
| Set Forth value  | Market Value  |   |            |
| Rs. 2,50,000/-   | Rs. 2,13,49,422/-   |   |            |
| Stampduty Paid(SD)   | Registration Fee Paid   |   |            |
| Rs. 40,020/- (Article 48(g))                                 | Rs. 53/- (Article:E, E)   |   |            |
| Remarks  | Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement silp.(Urban area)  |   |            |

### Land Details :






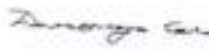


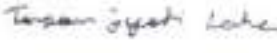
District: South 24-Parganas, P.S:- Alipore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Pitambar Ghatak Lane, , Premises No: 5/1A, , Ward No: 082 Pin Code : 700027

| Sch No        | Plot Number | Khatian Number | Land Use Proposed ROR | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details       |
|---------------|-------------|----------------|-----------------------|--------------|-------------------------|-----------------------|---------------------|
| L1            | (RS :- )    |                | Bastu                 | 6 Katha      | 1,00,000/-              | 1,85,60,641/-         | Property is on Road |
| Grand Total : |             |                |                       | 9.9Dec       | 1,00,000 /-             | 185,60,641 /-         |                     |

### Structure Details :

| Sch No   | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details             |
|--|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1   | On Land L1        | 3940 Sq Ft.       | 1,50,000/-              | 27,88,781/-           | Structure Type: Structure |
| Gr. Floor, Area of floor : 1970 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete      |                   |                   |                         |                       |                           |
| Floor No: 1, Area of floor : 1970 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 25 Years, Roof Type: Pucca, Extent of Completion: Complete |                   |                   |                         |                       |                           |
| Total :  |                   | 3940 sq ft        | 1,50,000 /-             | 27,88,781 /-          |                           |

Land Lord Details :









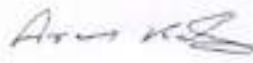
| Sl No | Name,Address,Photo,Finger print and Signature  |   |  |  |
|-------|--|---|--|--|
| 1     | <b>Name</b><br><b>Mrs SUJATA LAHA</b><br>Wife of Late Deb Jyoti Laha<br>Executed by: Self, Date of Execution: 30/10/2024<br>, Admitted by: Self, Date of Admission: 30/10/2024 ,Place : Office   | <b>Photo</b><br><br>30/10/2024   | <b>Finger Print</b><br><br>Captured<br>LT<br>30/10/2024   | <b>Signature</b><br><br>30/10/2024  |
|       | 5/1A, Pitambar Ghatak Lane, City:- Kolkata, P.O:- Chetla, P.S:-Chetla, District:-South 24-Parganas, West Bengal, India, PIN:- 700027 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX0 , PAN No.: AGxxxxxx7B, Aadhaar No: 48xxxxxxxxx2551, Status :Individual, Executed by: Self, Date of Execution: 30/10/2024 , Admitted by: Self, Date of Admission: 30/10/2024 ,Place : Office |   |  |  |
| 2     | <b>Name</b><br><b>Mr DATATTREYO LAHA</b><br>Son of Late Deb Jyoti Laha<br>Executed by: Self, Date of Execution: 30/10/2024<br>, Admitted by: Self, Date of Admission: 30/10/2024 ,Place : Office   | <b>Photo</b><br><br>30/10/2024  | <b>Finger Print</b><br><br>Captured<br>LT<br>30/10/2024  | <b>Signature</b><br><br>30/10/2024   |
|       | 5/1A, Pitambar Ghatak Lane, City:- Kolkata, P.O:- Chetla, P.S:-Chetla, District:-South 24-Parganas, West Bengal, India, PIN:- 700027 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-1XX3 , PAN No.: AKxxxxxx1Q, Aadhaar No: 78xxxxxxxxx4547, Status :Individual, Executed by: Self, Date of Execution: 30/10/2024 , Admitted by: Self, Date of Admission: 30/10/2024 ,Place : Office      |   |  |  |
| 3     | <b>Name</b><br><b>Mr TAPANJYOTI LAHA</b><br>Son of Late Surya Kumar Laha<br>Executed by: Self, Date of Execution: 30/10/2024<br>, Admitted by: Self, Date of Admission: 30/10/2024 ,Place : Office   | <b>Photo</b><br><br>30/10/2024 | <b>Finger Print</b><br><br>Captured<br>LT<br>30/10/2024 | <b>Signature</b><br><br>30/10/2024 |
|       | 5/1A, Pitambar Ghatak Lane, City:- Kolkata, P.O:- Chetla, P.S:-Chetla, District:-South 24-Parganas, West Bengal, India, PIN:- 700027 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: IndiaDate of Birth:XX-XX-1XX0 , PAN No.: agxxxxxx3c, Aadhaar No: 91xxxxxxxxx1717, Status :Individual, Executed by: Self, Date of Execution: 30/10/2024 , Admitted by: Self, Date of Admission: 30/10/2024 ,Place : Office       |   |  |  |



#### Developer Details :

| Sl No | Name,Address,Photo,Finger print and Signature   |
|-------|---|
| 1     | <b>JAI HIND ENCLAVE</b><br>39/3/1A, Sarat Bose Road, City:- Kolkata, P.O:- Bhawanipore, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025 Date of Incorporation:XX-XX-2XX7 , PAN No.:: AAxxxxxx0K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative                 |
| 2     | <b>ARADHYA TRADERS PRIVATE LIMITED</b><br>50, Suhasini Ganguly Sarani, City:- Kolkata, P.O:- Bhaswanipore, P.S:-Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700025 Date of Incorporation:XX-XX-2XX7 , PAN No.:: AAxxxxxx0H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative |

#### Representative Details :

| Sl No | Name,Address,Photo,Finger print and Signature   |  |   |  |
|-------|---|--|---|--|
| 1     | <b>Name</b><br><b>Mr ANUPAM DAS</b><br><b>(Presentant )</b><br>Son of Late Prasanta Kumar Das<br>Date of Execution - 30/10/2024, , Admitted by: Self, Date of Admission: 30/10/2024, Place of Admission of Execution: Office  | <b>Photo</b><br><br><small>Oct 30 2024 2:37PM</small>  | <b>Finger Print</b><br><br><small>LT1 30/10/2024</small>  | <b>Signature</b><br><br><small>30/10/2024</small>   |
|       | 39/3/1A, Sarat Bose Road, City:- Kolkata, P.O:- Bhawanipore, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX6 , PAN No.:: AGxxxxxx6A, Aadhaar No: 87xxxxxxxx9813 Status : Representative, Representative of : JAI HIND ENCLAVE (as PARTNER) |  |   |  |
| 2     | <b>Name</b><br><b>Mr MANJIT SINGH</b><br>Son of Late HARNEK SINGH<br>Date of Execution - 30/10/2024, , Admitted by: Self, Date of Admission: 30/10/2024, Place of Admission of Execution: Office  | <b>Photo</b><br><br><small>Oct 30 2024 2:36PM</small> | <b>Finger Print</b><br><br><small>LT1 30/10/2024</small> | <b>Signature</b><br><br><small>30/10/2024</small> |
|       | 39/3/1A, Sarat Bose Road, City:- Kolkata, P.O:- BHAWANIPORE, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX9 , PAN No.:: alxxxxxx7g, Aadhaar No: 53xxxxxxxx0651 Status : Representative, Representative of : JAI HIND ENCLAVE (as PARTNER) |  |   |  |
| 3     | <b>Name</b><br><b>Mr ARUN KUMAR KEDIA</b><br>Son of Late Ram Kumar Kedia<br>Date of Execution - 30/10/2024, , Admitted by: Self, Date of Admission: 30/10/2024, Place of Admission of Execution: Office   | <b>Photo</b><br><br><small>Oct 30 2024 2:38PM</small> | <b>Finger Print</b><br><br><small>LT1 30/10/2024</small> | <b>Signature</b><br><br><small>30/10/2024</small>  |



**Endorsement For Deed Number : I - 160214638 / 2024**

**On 30-10-2024**

**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 : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 13:40 hrs on 30-10-2024, at the Office of the D.S.R. - I SOUTH 24-PARGANAS by Mr ANUPAM DAS ,

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,13,49,422/-

**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 )**

Execution is admitted on 30/10/2024 by 1. Mrs SUJATA LAHA, Wife of Late Deb Jyoti Laha, 5/1A, Pitambar Ghatak Lane, P.O: Chetla, Thana: Chetla, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by Profession House wife, 2. Mr DATATTREYO LAHA, Son of Late Deb Jyoti Laha, 5/1A, Pitambar Ghatak Lane, P.O: Chetla, Thana: Chetla, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by Profession Service, 3. Mr TAPANJYOTI LAHA, Son of Late Surya Kumar Laha, 5/1A, Pitambar Ghatak Lane, P.O: Chetla, Thana: Chetla, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by Profession Others

Indetified by Mr Mithun Kumar Paine, , Son of Mr BHOLANATH PAINE, J, Road: Jaganath Pur- Neoda, , P.O: Saharar Haat, Thana: Falta, , South 24-Parganas, WEST BENGAL, India, PIN - 743504, by caste Hindu, by profession Law Clerk

**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]**

Execution is admitted on 30-10-2024 by Mr ANUPAM DAS, PARTNER, JAI HIND ENCLAVE (Partnership Firm), 39/3/1A, Sarat Bose Road, City:- Kolkata, P.O:- Bhawanipore, P.S.-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025

Indetified by Mr Mithun Kumar Paine, , Son of Mr BHOLANATH PAINE, J, Road: Jaganath Pur- Neoda, , P.O: Saharar Haat, Thana: Falta, , South 24-Parganas, WEST BENGAL, India, PIN - 743504, by caste Hindu, by profession Law Clerk

Execution is admitted on 30-10-2024 by Mr MANJIT SINGH, PARTNER, JAI HIND ENCLAVE (Partnership Firm), 39/3/1A, Sarat Bose Road, City:- Kolkata, P.O:- Bhawanipore, P.S.-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025

Indetified by Mr Mithun Kumar Paine, , Son of Mr BHOLANATH PAINE, J, Road: Jaganath Pur- Neoda, , P.O: Saharar Haat, Thana: Falta, , South 24-Parganas, WEST BENGAL, India, PIN - 743504, by caste Hindu, by profession Law Clerk

Execution is admitted on 30-10-2024 by Mr ARUN KUMAR KEDIA, DIRECTOR, ARADHYA TRADERS PRIVATE LIMITED (Private Limited Company), 50, Suhasini Ganguly Sarani, City:- Kolkata, P.O:- Bhaswanipore, P.S:-Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700025

Indetified by Mr Mithun Kumar Paine, , Son of Mr BHOLANATH PAINE, J, Road: Jaganath Pur- Neoda, , P.O: Saharar Haat, Thana: Falta, , South 24-Parganas, WEST BENGAL, India, PIN - 743504, by caste Hindu, by profession Law Clerk

Execution is admitted on 30-10-2024 by Mrs PRAMILA KEDIA, DIRECTOR, ARADHYA TRADERS PRIVATE LIMITED (Private Limited Company), 50, Suhasini Ganguly Sarani, City:- Kolkata, P.O:- Bhaswanipore, P.S:-Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700025

Indetified by Mr Mithun Kumar Paine, , Son of Mr BHOLANATH PAINE, J, Road: Jaganath Pur- Neoda, , P.O: Saharar Haat, Thana: Falta, , South 24-Parganas, WEST BENGAL, India, PIN - 743504, by caste Hindu, by profession Law Clerk

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 53.00/- ( E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/10/2024 11:12AM with Govt. Ref. No: 192024250280681038 on 30-10-2024, Amount Rs. 21/-, Bank: SBI EPay ( SBIEPay), Ref. No. 7869637236919 on 30-10-2024, Head of Account 0030-03-104-001-16



#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 39,920/-

#### Description of Stamp

1. Stamp: Type: Impressed, Serial no 002165, Amount: Rs.100.00/-, Date of Purchase: 30/10/2024, Vendor name: PIJUSH KANTI CHAKRABORTY

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 30/10/2024 11:12AM with Govt. Ref. No: 192024250260681038 on 30-10-2024, Amount Rs: 39,920/-,

Bank: SBI EPay ( SBIPay), Ref. No. 7869637236919 on 30-10-2024, Head of Account 0030-02-103-003-02



Suman Basu

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. -I | SOUTH 24-  
PARGANAS

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2024, Page from 481140 to 481211  
being No 160214638 for the year 2024.



*Suman*

Digitally signed by Suman Basu  
Date: 2024.11.05 15:44:37 +05:30  
Reason: Digital Signing of Deed.

(Suman Basu) 05/11/2024  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - II SOUTH 24-PARGANAS  
West Bengal.