

501/2024

I-00447/2024



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

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Addl. Dir. Sub-Registrar
Alipore, South 24 Parganas

12 MAR. 2024

SUPPLEMENTARY DEVELOPMENT AGREEMENT

THIS SUPPLEMENTARY AGREEMENT FOR DEVELOPMENT
is made on this the 12th day of March in the year Two thousand
and Twenty four (2024) A.D.

BETWEEN

1) SRI BISWAJIT SAHA, (PAN- MHEPS7929D), Aadhaar No. 3782 6518 8898, son of Late Gosai Das Saha, by faith Hindu, by Nationality Indian, by Occupation: Business, and 2) SRI SUJIT SAHA, (PAN- BKWPS1625L), Aadhaar No. 5960 6982 6052, son of Late Gosai Das Saha, by faith Hindu, by Nationality Indian, by Occupation: Business, both residing at 347, Kalitala, P.O. Bansdroni, P.S. Bansdroni, Kolkata - 700070, hereinafter called and referred to as the **LAND OWNERS**(which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**:

A N D

SRI SUJIT SAHA, (PAN- BKWPS1625L), Aadhaar No. 5960 6982 6052, son of Late Gosai Das Saha, by faith Hindu, by Nationality Indian, by Occupation: Business, residing at 347, Kalitala, P.O. Bansdroni, P.S. Bansdroni, Kolkata - 700070, hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**:

WHEREAS after the partition of India a Large number of residents of Former East Pakistan crossed over and came to the Territory of the State of West Bengal from time to time due to force of circumstances beyond their control.

AND WHEREAS the Government of West Bengal offered all reasonable facilities to such persons for residence in West Bengal and a considerable number of such people were compelled by circumstances to use vacant lands in the Urban areas for homestead purpose.

AND WHEREAS one GOSAIDAS SAHA, since deceased, was one of such persons who had come to use and occupy a piece and parcel of homestead land measuring more or less 3 Cottahs 6 Chittaks lying and situate at Mouza - Bansdrani, P.S. Regent Park now Bansdrani, J.L. No. 45, in LOP No.347, C.S. Plot No. 615(P), in the District South 24-Parganas, being a refugee displaced from East Pakistan (Now Bangladesh) approached the Government of West Bengal for the said land for his rehabilitation.

AND WHEREAS by virtue of a registered Deed of Gift on 11.10.1991, the Refugee Rehabilitation Department, Government of West Bengal with the intent to rehabilitate the said refugees, gifted the said plot of homestead land measuring more or less 3 Cottahs 6 Chittaks lying and situate at Mouza - Bansdrani, P.S. Regent Park now Bansdrani, J.L. No. 45, in LOP No.347, C.S. Plot No. 615(P), in the District South 24-Parganas, within the limits of the Kolkata Municipal Corporation, Ward No.113, having its premises No. 6, Kalitala Park, being Assessee No. 31-113-12-0006-0, Kolkata - 700 070, in favour of said GOSAIDAS SAHA, and the said deed was duly registered in the office of the Addl. District Sub-Registrar at Alipore, recorded in Book-I, Volume No.15, pages 33 to 36, Being Deed No. 2259 for the year 1991.

AND WHEREAS while seized and possessed of the aforesaid homestead land measuring more or less 3 Cottahs 6 Chittaks together with structure standing thereon, the said GOSAIDAS SAHA died intestate on 20.03.2019 leaving behind his wife namely Gita Saha (since deceased) and two sons namely Biswajit Saha and Sujit Saha as his legal heirs mentioned herein above, who inherit undivided $1/3^{\text{rd}}$ share each out of the aforesaid remaining property left by the said GOSAIDAS SAHA, by way of inheritance according to Hindu Succession Act, 1956.

AND WHEREAS after getting the aforesaid inherited property, the said Gita Saha, Biswajit Saha and Sujit Saha enjoying the same without any encumbrances. And subsequently the said Gita Saha, Biswajit Saha and also the said Sujit Saha entered into a Development Agreement, on 16.10.2023 for development the said property, which was duly registered the office of the ADSR Alipore, duly recorded in Book No. I, Volume No. 1605-2023, Pages from 63707 to 63741 Being No. 160501717 for the year 2023, and executed a Development Power of Attorney which was duly registered on same date and registered at the aforesaid office duly recorded in Book No. I, Volume No. 1605-2023, Pages from 63742 to 63760 Being No. 160501720 for the year 2023, and also executed a General Power of Attorney which was duly registered on same date and registered at the aforesaid office duly recorded in Book No. IV, Volume No. 1605-2023, Pages from 3573 to 3587 Being No. 160500203 for the year 2023.

AND WHEREAS during construction the said Gita Saha died intestate on 31.01.2024 leaving behind her two sons namely BiswajitSaha and SujitSaha as her legal heirs and successors.

AND WHEREAS the parties herein willing to entered into this supplementary agreement to complete the said project while thus seized and possessed of the said property without any lien, claim, right, title or interest of any other person the owners/first party herein had decided to demolish the existing old structure and reconstruct a multi storied building (as per K.M.C. Building rules) covering maximum available F.A.R. according to Building Rules prescribed by the Kolkata municipal Corporation or as may be changed from time to time and the Developer cum co-owner herein who being the 1/2ndshare holder of the property, agreed to construct a multi storied building after demolishing the existing structure with the consent of the owners on the terms & conditions as hereinafter appearing.

THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED
BY AND BETWEEN THE PARTIES HERETO as follows :-

ARTICLE - I

(Definition)

1. **OWNERS** : shall mean 1) SRI BISWAJIT SAHA, (PAN-MHEPS7929D), Aadhaar No. 3782 6518 8898, son of Late Gosai Das Saha, by faith Hindu, by Nationality Indian, by Occupation: Business, and 2) SRI SUJIT SAHA, (PAN- BKWPS1625L), Aadhaar No. 5960 6982 6052, son of Late Gosai Das Saha, by faith Hindu, by

Nationality Indian, by Occupation: Business, both residing at 347, Kalitala, P.O. Bansdroni, P.S. Bansdroni, Kolkata - 700070.

2. **DEVELOPER** : shall mean SRI SUJIT SAHA, (PAN-BKWPS1625L), Aadhaar No. 5960 6982 6052, son of Late Gosai Das Saha, by faith Hindu, by Nationality Indian, by Occupation: Business, both residing at 347, Kalitala, P.O. Bansdroni, P.S. Bansdroni, Kolkata - 700070.

3. **THE SAID PROPERTY** : shall mean ALL THAT piece and parcel of Bastu land measuring more or less 3 Cottahs 6 Chittaks lying and situate at Mouza - Bansdroni, P.S. Regent Park now Bansdroni, J.L. No. 45, in LOP No. 347, C.S. Plot No. 615(P), in the District South 24-Parganas, within the limits of the Kolkata Municipal Corporation, Ward No.113, having its premises No. 6, Kalitala Park, being Assessee No. 31-113-12-0006-0, Kolkata - 700 070, the particular of such premises morefully described in the "A" hereunder written.

4. **BUILDING** : shall mean building constructed at the said premises with G+III storied building, with floor area Ratio (FAR) available or permissible under the rules and regulations of the Kolkata Municipal corporation for the time being prevailing as per the plan or plans to sanctioned by the Kolkata Municipal Corporation and as per direction of concern L.B.S at Premises No. 6, Kalitala Park, being Assessee No. 31-113-12-0006-0, Kolkata - 700 070, P.S. Regent Park now Bansdroni, J.L. No. 45, in LOP No.347, C.S. Plot No. 615(P), in the District South 24-Parganas, within the limits of the Kolkata Municipal Corporation, Ward No.113, having its premises No.

5) **BUILDING PLAN** : shall mean the plan sanctioned by the Kolkata Municipal Corporation and any such addition or alteration thereof as may be necessary for better economic advantage and beautification and/or to confirm with the building rules as may be in vogue from time to time by the Kolkata Municipal corporation and shall include renewal thereof.

6) **SUPER BUILT UP AREA**: shall mean the total constructed area which will included corridors, passage ways, walls, water tanks, reservoirs, manager/caretaker's room, together with the width of the walls and such other areas used for accommodating common services to the building to be constructed at the said premises.

7. **SALEABLE AREA** : shall mean the space or spaces in the new building available for independent use and occupation after making due provisions for common facilities and the space required thereof.

8. **OWNER'S ALLOCATION** : herein shall mean (i) one flat on the ground floor, (ii) one flat on the first floor front side (East side) (iii) one flat on the second floor, back side (west side) (iv) one flat on the top floor back side (west side) (v) two no of shop room on the ground floor as per the K.M.C. sanction plan area except Developer's allocation of the said building.

And the Developer will be given to the owners a forfeited amount of Rs. 5,00,000/- (Rupees five lakhs) only at the time of delivery of possession of the said flats.

10. *DEVELOPER'S ALLOCATION* : shall mean (i) one flat on the first floor back side (west side) (ii) one flat on the second floor, front side (east side) (iii) two flat on the top floor front and middle side (iv) one office space on the ground floor (v) Garage / Car parking space as per the K.M.C. of the said building save and except the owner's allocation of the said building.
11. *TRANSFER* : with the grammatical variations shall include a transfer by possession by any other means adapted for affecting what is understood as a transfer of space in multistoried building to the purchasers thereof by the owners or through their constituted attorney.
12. *TRANSFeree* : shall mean a person to whom any space in building has been transferred or is proposed to be transferred.
13. *FORCE MAJEURE* : shall mean flood, earthquake war, storm, tempest, civil commotion, strike, lockout, local hazards or any other act or commission beyond the control of party of the other part i.e. developer.
14. *COMMON FACILITIES AND AMENITIES* : shall include stairways, landing, lift, passage ways, underground reservoir, overhead water tank, roof top, side spaces, meter room, service toilet, etc. which shall be required for common enjoyment of all flat owners.
15. *DELEVERY VACANT POSSESSION* : in the context shall mean, the owner will hand over to the developer vacant possession in as is where basis of the said premises along with old structure after obtaining sanction plan from the KMC and the owner is entitled to

get a copy of sanctioned plan and thereafter the land owner shall handover the property.

16. **TIME:** The developer shall complete the construction work of the new G+III storied building within 24 (twenty four) months from the date of sanction plan from the K.M.C. + 3(Three) months.

17. **SOCIETY:** shall mean the society or associations to be formed for the purpose of maintenance of the new building and the premises and for collecting and defraying the common expenses provided that until such Association is formed the Developer would be entitled to manage and/or maintain the new building and the premises and to collect the common expenses.

18. **SPECIFICATIONS ;** shall mean the specifications for completely the new building as stated in the Schedule D hereto.

19. **AVOCATE :** to the project shall mean RANJU SARKAR or such other Advocates whom the Developer may, from time to time, appoint as the Advocate for the project.

20. **THE TITLE DEED :** shall mean the Deeds and documents referred to hereinabove in the recital in respect of the plot of land morefully described in the schedule "A" herein below.

ARTICLE-II

(Explanation)

1. The Developer shall build or to be constructed the proposed building on the said premises in accordance with the plan sanctioned by the Kolkata Municipal Corporation with the maximum F. A. R available or permissible under the Rules and Regulations under the Kolkata Municipal Corporation (owner share 50% and Developer share 50%) and shall make all

changes and/or modification in the plan as shall be required by the Municipal Corporation Authority and/or any other competent authority having jurisdiction over the said premises.

2. The Developer shall pay and bear all expenses relating to the construction work, include the sanction of the building plan on other works, Developer shall not demand any money relating to the construction work whether the same is connected directly or indirectly from the Owners.
3. All application, other papers, documents and plans in connection with the construction shall be submitted by the Developer in the names of the Owners but otherwise at the cost and expenses in all respect of the Developer and the Developer shall pay and bear all fees, charges and expenses required to be paid or deposited provided always that the Developer shall be exclusively entitled to all refunds of any and all payments and /or deposit made by the Developer.
4. After completion of the building the Developer must be provide possession letter of owner allocations in favour of Owner.

ARTICLE - III

(Developer)

1. The developer will demolish the existing structure at their own costs, and all the materials to be taken by the Developer.

2. Developer shall at its own cost or with advances procured from the intending transferees and/or from Financial Institution constructed the new building according to sanctioned building plan.
3. Developer shall be authorized in the name of the Owners are so far as may be necessary to apply and obtain quotas, entitlements and other allocation or for steel, iron rod, cement brick and other materials allocable to the owners for and obtain temporary and/or permanent construction of water, electricity, power and/or gas to the building and other inputs and facilities required for the construction or enjoyment of the building for which purpose the Owners shall execute in favour of the Developer any and all such Development Power of attorney and other authorities as shall be required for the purpose of otherwise for or in connection with the construction of the building.

ARTICLE-IV

(Building Allocation)

1. On completion of the new building within the stipulated time as mentioned above the Developer shall give the undisputed possession of the Owner Allocation together with all rights in common portions and common facilities.
2. Subject or as aforesaid, the common portion of the said new building and open spaces including the roof of the building shall

belong to the Owners and the Developer in proportion to their sharing ratios.

3. The Developer shall subject to the provisions in contained, be exclusively entitled to the Developer's Allocation in the new building exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest whatsoever from the Owners and the owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation, similarly Developer shall not any kind of interfere owners all allocation exclusive right to transfer or otherwise.

ARTICLE V (Owner's Obligations)

1. That the owners have given out that property which is free from all encumbrances, attachments, lien, other defects in title and not subject to any suit and/or charge whatsoever.
2. That the Owners shall hand over the peaceful vacant possession of the site within 15 days from the date of getting building sanctioned plan.
3. That the Owners shall execute necessary indemnity Bond for the purpose of construction of the aforesaid building to the Kolkata Municipal Corporation, if necessary. The Developer shall keep the Owners indemnified against all claims loss and damages.
4. In order to facilitate and manage all affairs relating to construction at the aforesaid premises including drawing up of

plans and submitting the same to the Kolkata Municipal Corporation and other statutory bodies in the name of the Owners and for such purpose owners shall execute and register a General Power of Attorney in favour of the Developer.

5. That the Owners shall handover all original documents relating to title and any other papers relating to the said on 'the date of execution of these presents against proper accountable receipt.

6. That the Owners shall by way of answer to the interrogatories confirm that the property is free from all encumbrances and that the owners have absolute and indefeasible right title and interest to deal with the same.

7. That the owners shall not be entitled to encumber the property hereby offered to the Developer for economic exploitation as herein stated. In the event of any breach of this covenant made by the Owners the Developer shall be at liberty to payoff such encumbrances and to hold owners' allocation as security for the amount to have been paid by the owners in the matter of paying off such encumbrances and costs and incidentals including interest thereon.

8. That the owners shall join with the Developer in the matter of execution and registration of necessary conveyances and/or documents of transfer of title in respect of the flats and other spaces in the Developer's Allotment.

9. The owners hereby jointly indemnifies the Developer against any future claim by their respective heirs save and except the clauses

mentioned in the instant agreement. If the owner died during agreement period then the legal heirs of all the parties to this agreement shall abide by the terms and conditions laid down in the instant agreement and the heirs of the present owners shall be under obligation to execute proper Power of Attorney in favour of the Developer herein as and when required by the Developer in the absence and/or death and/or demised of the present recorded owners.

10. That the owner shall not do any act deed or thing whereby the Developer shall be prevented from legal construction and completion of the said building.

11. Be it further noted that the First Party/Owner during the agreement period has not entered into any Development agreement nor any Agreement for Sale nor has taken any consideration money against their property from any other Third Party except the above mentioned Developer and it is found so then that case the Owners and/or their legal heirs will be solely liable to pay the cost and consequences and also will be liable to pay the same.

12. The Owner shall bear all costs and expenses for installations of individual electric meter in respect of the owners allocation.

ARTICLE-VI (Developer's Obligation)

1. That the Developer shall at his costs and responsibilities complete the building plan for submission to the Kolkata

Municipal Corporation after the date of execution of this Agreement.

2. That the Developer shall start the construction work of the proposed new building within 3 (Three) month from the date of receipt of the sanctioned building plan from Kolkata Municipal Corporation.
3. That unless prevented by force majeure Developer shall complete the construction work of the new building ready for occupation in all respects within a period of **24 (twenty four) months from the date of sanction plan from the K.M.C. + 3(Three) months** and incase of force majeure the time will be extended for another **3(Three) months** which will be certified by the L.B.S.
4. That the Developer shall strictly comply with the specification of materials more fully described in the Schedule 'D' hereunder written and use only standard quality building materials and maintain high quality of workmanship.
5. For the purpose of aforesaid construction the Developer undertakes to indemnify and to keep the owners harmless from all proceedings in Civil and Criminal Courts, before statutory authorities and other proceedings of any kinds.
6. That the owners shall not be responsible for any latches and/or disputes in the matter of compliance with statutory building rules and regulations in any manner whatsoever.

4. That the Developer shall make payment of all taxes and outgoings up to the date of handing over of possession of the said land.

ARTICLE-VII

OWNERS & THE DEVELOPER FURTHER DECLARE THAT:

1. If any one of the owners or developer demise, then his/her legal heirs will continue the agreement, and also entered a fresh Agreement for Development and power.
2. It is here by that Mother meter cost equally will provide by Owners and intending purchasers and Personal meter will be provided by the Owners and the intending Purchasers at their own costs. It is hereby that during the construction time the Developer provides/paid all cost of electricity bills.
- 3) Before vacating the premises, all the Electric bill to be cleared by the owner herein.
- 4) The Parties hereto shall not be liable for any obligation hereunder to the extent that the performance of the relative obligations prevent by the existence of the force measure condition i.e. floods, earthquake, riot, war, storm, tempest, civil war strike any other and/or commission beyond the control of the parties hereto.
5. On or before handing over the possession of the said premises the Developer shall demolish the existing structure at their own costs and expenses and they may disburse such building materials at any price whichever they deem fit and proper, the shifting of

owners is to be borne by the developer and the rent of the owners should be borne by the Developer.

6. In the event of the owner committing breach of any of the terms and conditions herein contained of delaying in delivery of the possession of the said premises the owners shall be liable to pay such losses and compensation as shall be determined by the as per law, if such delay shall continue for a period of further six months then and in that event in addition to any other rights, which the developer may have against the owners the Developer shall be entitled to sue the owners for specific performance of this agreement or to rescind this agreement and claim refund of all moneys paid and/or incurred by the Developer with interest and vice versa. It is also hereby that the developer could not start the construction work within time as per development agreement or could not delivery possession to the owner allocation within time, then the developer pay compensation to the owner.

7. Notwithstanding the foregoing provision the right to sue for specific performance of this contract by one part against the other as per the terms of this agreement shall remain unaffected.

ARTICLE-VIII
JURISDICTION

All courts within the limits of District South 24-Parganas and High Court of Kolkata shall have the jurisdiction to entertain and determine all 'actions, suits and proceedings arising out of these presents between the parties hereto.

ARTICLE-IX (Common Restriction)

1. The Owners/Developer shall not use or permit to use the Owner's Allocation /Developer's Allocation in the new building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazard to the other occupiers of the new building or buildings.
2. Neither party shall demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or make any structural alteration.
3. Both the parties shall abide by all laws, Bye laws, Rules and Regulations of the Government, Local Bodies as the case may be and shall attend to answer and be responsible for any deviations, violation and/or breach of any of the said laws, Bye laws, Rules and Regulations.
4. The respective Allottees shall keep the interior and walls, sewers, drains, pipes, and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in good working condition and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep other occupiers of the building indemnified from and against the consequences of any breach.
5. No goods or other items materials shall be kept by the owners or by the Developer for display or otherwise in the corridors or other places for the common use in new building and no hindrance shall be caused in any manner in the free movement in the

corridors and other places for common use in the new building and in case any such hindrance is caused, the Developer or the owners, as the case may be shall entitled to remove the same at the risk and cost of the other.

6. Neither party shall throw or accumulate any dirt rubbish waste or refuse to permit the same to be thrown or accumulated in or about the new building or in the compounds corridors on any other portion or portions of the new building

ARTICLE-X (Miscellaneous)

1. That the Owner shall grant to the Developer a Registered General Power of Attorney as may be required for the purpose in connection with the construction of the said building & selling flats/units excluding the Owner's allocation and common area of the building with such power and authority to do all acts, things and matter relating to the construction and disposing the constructional area with such other liberties to be vested to the Developer by the Owner.
2. The Owner shall deliver or handover all original copies and all the documents relating to the said property and the Developer will give to the Owner's receipt copy of the original papers, which are in possession and control of the owners at the time of execution of these presents to the developer.
3. However to avoid any future doubts, it is made clear that the costs, deposit and charges for individual and separate Electricity Meters for the respective Flat/Unit and proportionate costs and expenses for the W.B.S.E.D.C.L. main 440 volt connection shall

be borne by the concerned Unit Owner and the Developer shall have no responsibility for the same.

4. Owners and Developer have entered into this agreement purely on principle to principle basis and nothing stated therein shall be deemed to constitute a partnership between the Owners and the Developer.
5. Owners and Developer as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of their relative obligation is prevented by the existence of force majeure with a view that obligation of the party affected by the force majeure shall be suspended during the duration of the period such force majeure exists.
6. It is understood that from time to time during the construction of the building by the Developers various acts, deeds matters and things not herein specifically referred to may be required to be done by the Developer for which the Developers may require the authority of the Owners and various application and other documents may be required to be signed on made by Owners relating to which no specific provisions has been made herein, Owners hereby permit authorize and empower the Developer do all such acts, matter and things in this behalf will be done, signed or made by the Owners relating to which is no specific provisions has been made herein. The owners hereby authorize the Developer to do all such acts deeds matters' and things in

this behalf and to execute any additional Power of Attorney and/or other authorization as may be required for the aforesaid purpose.

7. Any notice required to be given by the Developer shall without prejudices to any other mode of service available be deemed to have been duly serve done the owners if delivered by hand or sent under prepaid registered post with acknowledgement due to the owners at their respective address herein above given and the owners may serve any notice to the Developer in the manner aforesaid if sent of Developer at the address herein above given.
8. Developer shall be liable to pay all taxes from the date of vacant possession till handing over of the owner's allocation. After handing over possession owners shall be liable to pay taxes for their respective allocations and the Developer or his nominated transferees shall be liable to pay taxes for their respective allocation.
9. That the Owner's allocated portion(Owner allocation) : (i) one flat on the ground floor, (ii) one flat on the first floor front side (East side) (iii) one flat on the second floor, back side (west side) (iv) one flat on the top floor back side (west side) (v) two no of shop room on the ground floor as per the K.M.C. sanction plan area except Developer's allocation of the said building.

And the Developer will be given to the owners a forfeited amount of Rs.5,00,000/- (Rupees five lakhs) only at the time of delivery of possession of the said flats.

And the Developer has full rights to execute any agreement for sale, transfer and convey the developer's allocation: (i) one flat on the first floor back side (west side) (ii) one flat on the second floor, front side (east side) (iii) two flat on the top floor front and middle side (iv) one office space on the ground floor (v) Garage / Car parking space as per the K.M.C. of the said building save and except the owner's allocation of the said building and the Developer shall be responsible for any amount taken/received by him from intending purchasers and the Owners shall not have any liability for the same.

THE SCHEDULE "A" ABOVE REFERRED TO

(The said Premises)

ALL THAT piece and parcel of Bastu land measuring more or less 3 Cottahs 6 Chittaks along with 500 sq.ft. pucca structure lying and situate at Mouza - Bansdroni, P.S. Regent Park now Bansdroni, J.L. No. 45, in LOP No. 347, C.S. Plot No. 615(P), in the District South 24-Parganas, within the limits of the Kolkata Municipal Corporation, Ward No.113, having its KMC premises No. 6, Kalitala Park, being Assessee No. 31-113-12-0006-0, Kolkata - 700 070, under the jurisdiction of Sub-Registry Office Alipore, in the District South 24-Parganas, including all rights of ingress and egress over the Common Passage and all easement rights together with all right, title, interest, being Butted and Bounded as follows :-

NORTH : LOP No. 346,

SOUTH : LOP No. 348,

EAST : 23' wide K.MC, Road,

WEST : LOP No. 52,

THE SCHEDULE "B" ABOVE REFERRED TO

(The Owner's Allocation)

The Owner will get ALL (i) one flat on the ground floor, (ii) one flat on the first floor, front side (East side) (iii) one flat on the second floor, back side (west side) (iv) one flat on the top floor back side (west side) (v) two no of shop room on the ground floor as per the K.M.C. sanction plan area except Developer's allocation of the said building.

And the Developer will be given to the owners a forfeited amount of Rs.5,00,000/- (Rupees five lakhs) only at the time of delivery of possession of the said flats.

THE SCHEDULE "C" ABOVE REFERRED TO

(The Developer's Allocation)

The Developer will get ALL THAT mean (i) one flat on the first floor, back side (west side) (ii) one flat on the second floor, front side (east side) (iii) two flat on the top floor, front and middle side (iv) one office space on the ground floor (v) Garage / Car parking space on the ground floor of the said building save and except the owner's allocation of the said building.

THE SCHEDULE "D" ABOVE REFERRED TO

SPECIFICATION OF THE CONSTRUCTION

(Exclusively followed to the direction of LBS/Engineer)

- 1) Foundation :
2. Super structure : Column, roof casting, R.C.C frame structure.
3. Walls : All external wall shall be 8" all internal wall shall be 5" thick as per choice of the owner. All inside wall will be coated with putty with royal.
4. Flooring : a. All bed rooms, kitchen, dining room finished by partex and stair case & toilet finished by marble.
b. 18" X 12" tiles will be provided in each toilet upto 6.5' height.
c. Developer mandatory provided Green Colour granite stone in cooking self.
5. Doors /windows:
 - a. All doors will be made of full pine flush door with tower bolt or chhitkani, ring, door stopper, 2" buffer.
 - b. Main doors will be made of full pine flush door with lamination with tower bolt or chhitkani, ring, door stopper, 2" buffer, eye whole and hasbolt.
 - c. Door frames will be made up of wood.
 - d. Window will be aluminum fitted with glass and 10 mm square bar.
6. Electrification: Concealed electrical line will be provided, exhaust fan point, geyser point, light point will be provided in toilet, water filter point, exhaust fan point, chimney point, light point, micro oven point, mixture grinder point fridge point will be provided in kitchen

and A.C. point will be provided in two bed rooms in each floor. Tube light, 2 fan pint, one 5 ampere plug point and night lamp point will be provided in all bed rooms and tube light, fan and night lamp point, TV point, one 5 empire plug will be provided in drawing rooms, computer point, iron point and three 5 empire plug points will be provided in one room in each floor. Developer provide One electric switch point for pump in each floor of the above mentioned building.

7. Plumbing & Sanitary :

- a. Concealed water line will be provided.
- b. Shower, steel sink basin/wide will be provided in each (Main toilet) and white commode in two toilet and flash i.e. Reliance in one toilet will be provided in each floor. Both toilet loft.
- c. Stainless steel sink with drain board provided at Kitchen.

8. Water supply : KMC water supply will be provided and water pump like Crompton pump or any other brand & motor and water reservoir together with all common plumbing installations for carriage of water will be provided & will be provided concrete rooftop tank.

8. Boundary wall: Boundary wall at a height of 6' above the road level will be made around the said land. If any obstacle comes the owner will handle it.

9., Main gate : Main gate will be made up of 10 mm bar Iron gate, with 6' & width/long 6' feet and 4'100 sq.ft. and high 7 feet and pillar high 8 feet.

10. Colour : Inside and outside colour Asian Paints of the building

11. Roof top gate: Roof top gate will be made up of 10 mm bar iron, All specification will be certified by the Engineer in charge or LBS.

MAKE OF MATERIALS

Brick: 1 No. picket.

Cement :Ambuja for foundation & Ultratech for floors etc.

Iron: Durgapur TMT bar.

Staircase : Good quality ISI mark iron railing.

Sand: Medium course.

Stone : 5/8 or 5/8 mixing.

Flooring : Lemon white marble : 2.5 X 2, 2.9 x 2 or 3 x 2 Price \Rs. 55 to 60/-

Main Gate : Iron

Grill : 10mm ISI Mark square bar.

Electrical :

- All switches Anchor (moduler).
- A.C. sockets Crabtee
- Wire Havels.
- Calling Bell :..... 2 Nos. (Ground floor & every door)

Doors :

- All doors finished with primer.
- Main door : full point flush wood.
- Door frame : Sal/Copper wood.
- One collapsible gate will be provided at the main door of the building.
- Windows : Aluminum fitted with glass with channels & 10 mm iron bar grill for all floors.

- Balcony railings : with ½ inch square & hollow bar iron railing in 30" height. Balcony open part covered with tiles and one water tap line in balcony.

Bathrooms :

- Plumbing fittings Esco.
- Pipes, socket etc. Supreme
- Steel basin Medium size.
- White commode parryware
- 18" x 12" tiles 7 feet Rs. 240 box,
- Door..... PVC with lamination.
- Marble..... Pink marble in bathroom floor,

Kitchen :

Stain less steel sink

..... 3 feet tiles above the Green Marble, kitchen and toilet common wall tiles.

Walls :

Outside wall : Asian paint with one coat snow cem, one coat putti two coats colour.

Inside wall : Asian pain with putty.

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

SIGNED & DELIVERED BY THE
PARTIES ABOVENAMED AT
KOLKATA IN THE PRESENCE OF:

WITNESSES:

1. Ranjan Sarkar
Advocate
Alipore Police Court
WB-27-
2. Jayalab Paul
Alipore Police Ct
WB-27

Biswasjit Saha

Sujit Saha

SIGNATURE OF THE OWNERS

DRAFTED BY:

Ranjan Sarkar

ADVOCATE, WB/1278/2012
Alipore Police Court,
Kolkata - 700 027.

RANJU SARKAR
Advocate

Alipore Criminal Court
Kolkata-700 027

Sujit Saha

SIGNATURE OF THE DEVELOPER

COMPUTER PRINTED AT :

JOY MAI TARA COMPUTER,

BY: Arun Kumar Naskar

(ARUN KUMAR NASKAR)

Paharpur, P.S. Rabindra Nagar,
Kolkata 700 066.



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name.....Biswajit Saha.....

Signature.....Biswajit Saha.....



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name.....Sujit Saha.....

Signature.....Sujit Saha.....

PHOTO

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name.....

Signature.....

Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192023240418310718

GRN Details

GRN:	192023240418310718	Payment Mode:	SBI Epay
GRN Date:	11/03/2024 14:36:19	Bank/Gateway:	SBIePay Payment Gateway
BRN :	3774635215123	BRN Date:	11/03/2024 14:36:36
Gateway Ref ID:	IGAQZCKYE5	Method:	State Bank of India NB
GRIPS Payment ID:	110320242041831067	Payment Init. Date:	11/03/2024 14:36:19
Payment Status:	Successful	Payment Ref. No:	2000502016/1/2024
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr SUJIT SAHA
Address:	347 KALITALA P.S BANSDRONI PIN 700070
Mobile:	8617261745
Period From (dd/mm/yyyy):	11/03/2024
Period To (dd/mm/yyyy):	11/03/2024
Payment Ref ID:	2000502016/1/2024
Dept Ref ID/DRN:	2000502016/1/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000502016/1/2024	Property Registration- Stamp duty	0030-02-103-003-02	6920
2	2000502016/1/2024	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	6941

IN WORDS: SIX THOUSAND NINE HUNDRED FORTY ONE ONLY.

Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary



110320242041831067

GRIPS Payment Detail

GRIPS Payment ID:	110320242041831067	Payment Init. Date:	11/03/2024 14:36:19
Total Amount:	6941	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	3774635215123	BRN Date:	11/03/2024 14:36:36
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name:	Mr SUJIT SAHA
Mobile:	8617261745

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240418310718	Directorate of Registration & Stamp Revenue	6941
Total			6941

IN WORDS: SIX THOUSAND NINE HUNDRED FORTY ONE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.



GOVERNMENT OF WEST BENGAL
DEPARTMENT OF HEALTH AND FAMILY WELFARE
KOLKATA MUNICIPAL CORPORATION

ফর্ম-৬
Form-6



DEATH CERTIFICATE

(ISSUED UNDER SECTION 12/17 OF THE REGISTRATION OF BIRTHS & DEATHS ACT, 1969 AND RULE 8/13 OF THE WEST BENGAL REGISTRATION OF BIRTHS & DEATHS RULES 2000.)

THIS IS TO CERTIFY THAT THE FOLLOWING INFORMATION HAS BEEN TAKEN FROM THE ORIGINAL RECORD OF DEATH WHICH IS THE REGISTER FOR KOLKATA MUNICIPAL CORPORATION OF BLOCK/MUNICIPALITY KOLKATA MUNICIPAL CORPORATION OF DISTRICT KOLKATA OF STATE WEST BENGAL, INDIA.

NAME OF DECEASED : GITA SAHA SEX : FEMALE
DATE OF DEATH : 31/01/2024 PLACE OF DEATH : 347, KALITALA PARK, BANSDRONI, PS-
BANSDRONI, 24 PGS (SOUTH), KOLKATA MUNICIPAL CORPORATION, KOLKATA, WEST BENGAL - 700070
AGE OF DECEASED : 71 YEARS NAME OF SPOUSE : LATE GOSAI DAS SAHA
SPOUSE IDENTITY PROOF :
NAME OF MOTHER : NAME OF FATHER :
MOTHER'S IDENTITY PROOF : FATHER'S IDENTITY PROOF :

ADDRESS OF THE DECEASED AT THE TIME OF DEATH : STREET/LANE : 347, KALITALA PARK, BANSDRONI, PS-BANSDRONI, 24 PGS (SOUTH), VILLAGE/TOWN : KOLKATA, KOLKATA MUNICIPAL CORPORATION, DIST : KOLKATA, WEST BENGAL-700070

PERMANENT ADDRESS OF DECEASED : STREET/LANE : 347, KALITALA PARK, BANSDRONI, PS-BANSDRONI, 24 PGS (SOUTH), VILLAGE/TOWN : KOLKATA, KOLKATA MUNICIPAL CORPORATION, DIST : KOLKATA, WEST BENGAL-700070

CERTIFICATE NO : D/2024/0069342 DATE OF REGISTRATION 31/01/2024

REMARKS (IF ANY) :

DATE OF ISSUE : 31/01/2024 ISSUING AUTHORITY :

UPDATED ON : 2024-01-31
13:35:29



Signature valid
Digitally Signed
Name: SOUTAR, RUCHI
Date: 31-Jan-2024 13:35:10

SUB-REGISTRAR (BIRTH & DEATH)
KOLKATA MUNICIPAL CORPORATION

"THIS IS A COMPUTER GENERATED CERTIFICATE
THE GOVT OF INDIA VIDE CIRCULAR NO. 17/12/2014 - NS/CSS DATED 27-JULY-2015
HAS APPROVED THIS CERTIFICATE AS A VALID LEGAL DOCUMENT FOR ALL OFFICIAL PURPOSES"

Shol on C...
REGISTRATION OF EVERY BIRTH AND DEATH

406642ba-7b20-4632-9f73

Major Information of the Deed

Deed No :	I-1605-00447/2024	Date of Registration	12/03/2024
Query No / Year	1605-2000502016/2024	Office where deed is registered	A.D.S.R. ALIPORE, District: South 24-Parganas
Query Date	22/02/2024 3:35:47 PM		
Applicant Name, Address & Other Details	RANJU SARKAR ALIPORE POLICE COURT,,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8617261745, Status :Advocate		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Set Forth value	Rs. 5,00,000/-	Additional Transaction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]
Stampduty Paid(SD)	Rs. 7,020/- (Article:48(g))	Market Value	Rs. 34,65,002/-
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)	Registration Fee Paid	Rs. 21/- (Article:E, E)

Land Details :

District: South 24-Parganas, P.S:- Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: KALITALA PARK, , Premises No: 6, , Ward No: 113 JI No: 45, Pin Code : 700070



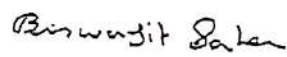


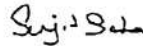
Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha 6 Chatak	1,00,000/-	30,37,502/-	Width of Approach Road: 23 Ft., Adjacent to Metal Road,
Grand Total :				5.5688Dec	1,00,000 /-	30,37,502 /-	

Structure Details :



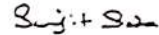


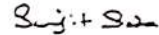


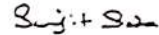
Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	500 Sq Ft.	4,00,000/-	4,27,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft.,Residential Use, Marble Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		500 sq ft	4,00,000 /-	4,27,500 /-	




and Lord Details :

Name,Address,Photo,Finger print and Signature

SI No	Name	Photo	Finger Print	Signature
1	Mr Biswajit Saha Son of Late Gosai Das Saha Executed by: Self, Date of Execution: 12/03/2024 , Admitted by: Self, Date of Admission: 12/03/2024 ,Place : Office	 12/03/2024	 Captured LTI 12/03/2024	 12/03/2024
347 Kalitala, City:- , P.O:- Bansdrani, P.S:-Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: mhxxxxxx9d, Aadhaar No: 37xxxxxxxx8898, Status :Individual, Executed by: Self, Date of Execution: 12/03/2024 , Admitted by: Self, Date of Admission: 12/03/2024 ,Place : Office				
2	Mr Sujit Saha Son of Late Gosai Das Saha Executed by: Self, Date of Execution: 12/03/2024 , Admitted by: Self, Date of Admission: 12/03/2024 ,Place : Office	 12/03/2024	 Captured LTI 12/03/2024	 12/03/2024
347 Kalitala, City:- , P.O:- Bansdrani, P.S:-Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: bkxxxxxx5l, Aadhaar No: 59xxxxxxxx6052, Status :Individual, Executed by: Self, Date of Execution: 12/03/2024 , Admitted by: Self, Date of Admission: 12/03/2024 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Sujit Saha (Presentant) Son of Late Gosai Das Saha Executed by: Self, Date of Execution: 12/03/2024 , Admitted by: Self, Date of Admission: 12/03/2024 ,Place : Office </td> <td>  12/03/2024 </td> <td>  Captured LTI 12/03/2024 </td> <td>  12/03/2024 </td> </tr> </tbody> </table> <p> Son of Late Gosai Das Saha 347 Kalitala, City:- , P.O:- Bansdrani, P.S:-Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: bkxxxxxx5l, Aadhaar No: 59xxxxxxxx6052, Status :Individual, Executed by: Self, Date of Execution: 12/03/2024 , Admitted by: Self, Date of Admission: 12/03/2024 ,Place : Office </p>	Name	Photo	Finger Print	Signature	Mr Sujit Saha (Presentant) Son of Late Gosai Das Saha Executed by: Self, Date of Execution: 12/03/2024 , Admitted by: Self, Date of Admission: 12/03/2024 ,Place : Office	 12/03/2024	 Captured LTI 12/03/2024	 12/03/2024
Name	Photo	Finger Print	Signature						
Mr Sujit Saha (Presentant) Son of Late Gosai Das Saha Executed by: Self, Date of Execution: 12/03/2024 , Admitted by: Self, Date of Admission: 12/03/2024 ,Place : Office	 12/03/2024	 Captured LTI 12/03/2024	 12/03/2024						

Identifier Details :	Photo	Finger Print	Signature
Mr Ranju Sarkar Son of Mr Balaram Sarkar Alipore Police Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027		 Captured	
	12/03/2024	12/03/2024	12/03/2024

Identifier Of Mr Biswajit Saha, Mr Sujit Saha, Mr Sujit Saha

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr Biswajit Saha	Mr Sujit Saha-2.78437 Dec
2	Mr Sujit Saha	Mr Sujit Saha-2.78437 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1		Mr Sujit Saha-166.66666700 Sq Ft
2	Mr Biswajit Saha	Mr Sujit Saha-166.66666700 Sq Ft
3	Mr Sujit Saha	Mr Sujit Saha-166.66666700 Sq Ft

Endorsement For Deed Number : I - 160500447 / 2024

On 12-03-2024

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 12:42 hrs on 12-03-2024, at the Office of the A.D.S.R. ALIPORE by Mr Sujit Saha ,Claimant.

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 34,65,002/-

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

Execution is admitted on 12/03/2024 by 1. Mr Biswajit Saha, Son of Late Gosai Das Saha, 347 Kalitala, P.O: Bansdroni, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Business, 2. Mr Sujit Saha, Son of Late Gosai Das Saha, 347 Kalitala, P.O: Bansdroni, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Business, 3. Mr Sujit Saha, Son of Late Gosai Das Saha, 347 Kalitala, P.O: Bansdroni, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Business

Indetified by Mr Ranju Sarkar, , Son of Mr Balaram Sarkar, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- (E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/03/2024 2:36PM with Govt. Ref. No: 192023240418310718 on 11-03-2024, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 3774635215123 on 11-03-2024, Head of Account 0030-03-104-001-16


Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 6,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 10216, Amount: Rs.100.00/-, Date of Purchase: 29/02/2024, Vendor name: Samiran Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/03/2024 2:36PM with Govt. Ref. No: 192023240418310718 on 11-03-2024, Amount Rs: 6,920/-, Bank: SBI EPay (SBlePay), Ref. No. 3774635215123 on 11-03-2024, Head of Account 0030-02-103-003-02


MANIMALA CHAKRABORTY
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2024, Page from 19203 to 19241
being No 160500447 for the year 2024.



ma

Digitally signed by MANIMALA CHAKRABORTY
Date: 2024.03.15 14:23:46 +05:30
Reason: Digital Signing of Deed.

(MANIMALA CHAKRABORTY) 15/03/2024
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
West Bengal.