

507/2024

T-00451/2024



পশ্চিমবঙ্গ পঞ্চিম ব'গাল WEST BENGAL

AR 504118

Certified that the document is admitted to registration. The Signature sheets and the endorsement sheets attached with this documents are part of this document.

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

12 MAR 2024

DEVELOPMENT POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I, 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, both residing at: 347, Kalitala, P.O. Bansdroni, P.S. Bansdroni, Kolkata - 700070, hereinafter called and referred to as the **LAND OWNER**SEND GREETINGS:-

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 - 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, 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 - 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, 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 6Chittaks together with 500 sq.ft. puccastructure 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 BiswajitSaha and SujitSaha as his legal heirs mentioned herein above, who inherit undivided 1/2ndshare 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, BiswajitSaha and SujitSaha enjoying the same without any encumbrances.

AND WHEREAS while thus seized and possessed of the said property without any lien, claim, right, title or interest of any other person the owners 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 subsequently they entered into a Development Power of Attorney on 16.10.2023, registered at ADSR Alipore, duly recorded in Book No. I, Volume No. 1605-2023, pages from 63742 to 63760, Being No. 160501720 for the year 2023.

AND WHEREAS and the Developer namely 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 who being the 1/2nd share holder of the property, agreed to construct a multi storied building after demolishing the existing structure with the consent of the owners and we hereby appoint to **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 as their lawful constituted ATTORNEY. And thereafter the said Gita Saha died intestate on 31.01.2024 leaving behind two sons namely **SRI BISWAJIT SAHA&SRI SUJIT SAHA**, as her legal heirs and successors.

AND WHEREAS due to demise of one of the co-owner of the property, the present owners agreed to enter these presents, and a Fresh Supplementary Agreement for Development has been Registered at ADSR Alipore, duly recorded in Deed NO. 447 for the year 2024, the terms and conditions mentioned therein.

Our said constituted attorney will do the following acts, deeds and things :-

1. To put and/or affix sign board on the said premises and to publish notification in the newspaper for inviting applications for booking of the flats of the Attorney's share and other spaces with proportionate undivided share in the land in the said premises.
2. To enter into the said premises with contractors, architects and other workmen for construction of the said proposed building and to do all necessary works in connection therewith.

3. To enter into the said premises with surveyor, architect and other workmen for preparation of the proposed plan and sanctioned the same from the Kolkata Municipal Corporation and to do all other things including testing of soil which will be necessary for the said purpose.
4. To build and/or construct new Building on the land in the said premises.
5. To apply for and obtain permission for steel, cement, brick and other building materials to be required for construction of the proposed building on our behalf.
6. To apply for obtaining electricity from WBSEDCL, water from K.M.C., gas, telephone connections temporary permanent, lying underground cables as well as obtaining sewerage and drainage from the Kolkata Municipal Corporation connection to the said premises.
7. To issue no objection certificate on our behalf to the intending purchasers for taking house building/commercial loan from any bank, company, firm and any other financial institution after giving mortgage of the said flats of attorney's share and other spaces with undivided proportionate share or interest in the land in the said premises, intended by the intending purchasers.
8. To appear for and represent us in any court of civil, criminal, original, appellate, revisional jurisdiction before settlement offices, revenue officer, junior land and land reforms office, the Kolkata Municipal Corporation, Income Tax, Wealth Tax, Urban Land ceiling authority or other authorities and/or to sign, verify, present, file and plaint, written statement, applications, affidavits, undertaking, declarations and all other documents, papers and to appoint and retain Advocates, pleaders

and legal practitioners and to sign and execute Vakalatnama as and when necessary and to accept all summons notices and other judicial process and to execute any order, decree or judgments and to deposit or withdraw money or documents in and from any court and/or other authorities and generally to act in any suits, proceedings or matters in which we are or may be interested or concerned in connection with the said premises.

9. To Advertise, negotiate on terms for sale of the flats, of Attorney's share of the proposed Building to be raised and/or constructed on our land in the Kolkata Municipal Corporation of above premises with proportionate undivided share in the land in the said premises save and except owner's allocation of the said proposed construction more fully and particularly described in the owner's allocation of the Development Agreement entered into by and between ourselves and our said Attorney, which are reserved for us as per terms of the said agreements with the intending purchasers and to enter into any agreements for sale of the said flats, of the Attorney's share and/or other spaces with undivided proportionate share in the land in the said premises during and after the construction of the said proposed building.
10. To enter into agreements for sale of flats of Attorney's share with the intending purchasers to this effect and to receive the earnest money from them and also the balance of consideration money and to give valid and effectual receipt and discharge for the same, save and except owners' allocated share.
11. Upon receipt of the balance of consideration money as our act and deed to sign and execute and any deed or deeds of conveyance in

respect of the said flats of the said Attorney's share and other spaces together with the undivided proportionate share in the land in the said premises in favour of the intending purchaser save and except owner's allocated share.

12. To apply for permission of the competent authority under the provision of the Urban Land (Ceiling & Regulation) Act, 1976 for sale of the undivided proportionate share of the entire land and the constructed area in the said premises, if necessary and to execute, affirm and sign necessary declarations, forms and applications and swear affidavits for such purpose and to submit the same and appear before the competent authority.
13. To approve on our behalf the draft deeds of conveyance in respect of our attorney's share allotment in the proposed construction in the said premises as stated in the said development agreement.
14. To appear before the Income Tax authority and to apply for obtaining Income Tax Clearance Certificate under section 230(A)(i) of the Income Tax Act, 1961, for sale of the said flats of the said Attorney's share and other spaces with undivided proportionate share in the land in the said premises and to do all other acts, deeds and things in connection therewith, save and except the owners allocated share.
15. To execute, sign and present any such deeds of conveyance for registration and to admit their respective executions and acknowledge receipt of consideration therefor before the District Registrar, Sub-Registrar and Registrar of Assurance, Kolkata having authority for and to have the said deeds of conveyance registered and to do all acts, deeds and things which our said attorney shall consider necessary for

conveying the said flats, of the said Attorney's share and other spaces with proportionate undivided share in the land in the said premises to the intending purchasers fully and effectually in all respect as we could do the same ourselves save and except owners' allocated share, subject to handover owner's allocation first in finished and complete conditions, otherwise the conveyance/s as will be executed by the Attorneys to be treated as void.

16. To execute, affirm and sign all other declarations, papers, documents and/or instruments to be filed before any lawful authority which may be required for registration of the said Deeds of conveyance, save and except owners' allocated share.
17. To deliver possession of the flats of the said Attorney's share and other spaces in respect of the Attorney's allocation to the intending purchaser on or before the execution and registration of the Deeds of Conveyance in respect of the said flats of the Attorney's share and other spaces as per terms of the said agreement save and except owners' allocated share subject to handover owners allocation first.
18. To settle, compromise, all actions, suits, accounts, claims and disputes between us and any other persons.

AND GENERALLY to do, execute and perform all other lawful acts, matters and things as our said Attorney shall consider necessary in connection with the said premises and we hereby agree that all acts, deeds and things in respect of the said premises lawfully done by the said Attorney on our behalf shall be construed as acts, deeds and things, done by us and we undertake to ratify and confirm all and whatever the said

Attorney shall lawfully do or cause to be done for construction of the said premises by virtue of *THESE PRESENTS*.

THE SCHEDULE "A" ABOVE REFERRED

(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.

IN WITNESS WHEREOF we the PRINCIPALS hereto have set and subscribed my signature on this 12th day of March 2024 in presence of the following witnesses :-

WITNESSES:

1. Ranju Sarkar
Advocate
Alipore Police Court
Kolkata-700027

2.

Joydeep Paul
Deputy Lawyer
2024-25

Biswadit Saha
Signature of the PRINCIPAL/OWNER

I accept this Power

Gujit Saha

Signature of the CONSTITUTED ATTORNEY

DRAFTED BY:

Ranju Sarkar
Advocate

WB/1278/2012

Alipore Police Court

Kolkata-700027.

RANJU SARKAR
Advocate
Alipore Criminal Court
Kolkata-700 027

COMPUTER PRINTED AT :

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(ARUN KUMAR NASKAR)

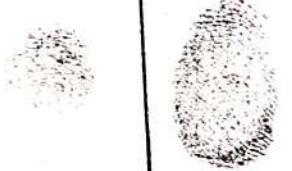
Paharpur, P.S. Rabindra Nagar,
Kolkata 700 066.

Thumb 1st finger middle finger ring finger small finger

left hand



right hand



Name.....Ritwansh Saha.....

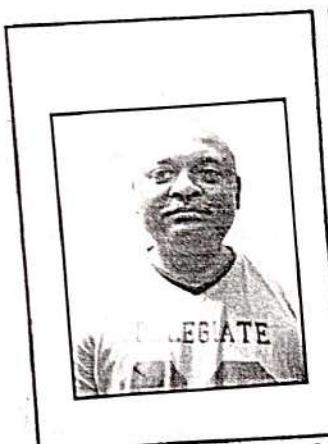
Signature.....Ritwansh Saha.....

Thumb 1st finger middle finger ring finger small finger

left hand



right hand



Name.....Swit Saha.....

Signature.....Swit Saha.....

Thumb 1st finger middle finger ring finger small finger

left hand



right hand



PHOTO

Name.....

Signature.....

Major Information of the Deed

Deed No :	I-1605-00451/2024	Date of Registration	12/03/2024		
Query No / Year	1605-8000691506/2024	Office where deed is registered			
Query Date	12/03/2024 1:14:01 PM	A.D.S.R. ALIPORE, District: South 24-Parganas			
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	Additional Transaction				
[0138] Sale, Development Power of Attorney after Registered Development Agreement					
Set Forth value	Market Value				
Rs. 4,00,001/-	Rs. 34,65,002/-				
Stampduty Paid(SD)	Registration Fee Paid				
Rs. 100/- (Article:48(g))	Rs. 7/- (Article:E)				
Remarks	Development Power of Attorney after Registered Development Agreement of [Deed No/Year]:- 160500447/2024 Received Rs. 50/- (FIFTY only) from the applicant for issuing the assessment slip.(Urban area)				

Land Details :

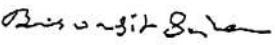
District: South 24-Parganas, P.S:- Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: KALITALA PARK, , Premises No: 6, , Ward No: 113 Pin Code : 700070

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/-	30,37,502/-	Width of Approach Road: 23 Ft., Adjacent to Metal Road,
	Grand Total :			5.5688Dec	1 /-	30,37,502 /-	

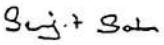
Structure Details :

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
	Total :	500 sq ft	4,00,000 /-	4,27,500 /-	Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Marble Floor, Age of Structure: 0 Year, Roof Type: Pucca, Extent of Completion: Complete

Principal Details :

Sl No	Name,Address,Photo,Finger print and Signature			
Sl 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:- Bansdroni, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: mhxxxxxxxx9d, 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				

Attorney Details :

Sl No	Name,Address,Photo,Finger print and Signature			
Sl No	Name	Photo	Finger Print	Signature
1	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
Son of Late Gosai Das Saha 347 Kalitala, City:- , P.O:- Bansdroni, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: bkxxxxxxxx5l, 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				

Identifier Details :

Name	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	 12/03/2024	 Captured LTI 12/03/2024	 12/03/2024
Identifier Of Mr Biswajit Saha, Mr Sujit Saha			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Biswajit Saha	Mr Sujit Saha-5.56875 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Biswajit Saha	Mr Sujit Saha-500.0000000 Sq Ft

Endorsement For Deed Number : I - 160500451 / 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 13:32 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 Indentified 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 7.00/- (E = Rs 7.00/-) and Registration Fees paid by Cash Rs 7.00/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 50/- and Stamp Duty paid by Stamp Rs 100.00/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 10217, Amount: Rs.100.00/-, Date of Purchase: 29/02/2024, Vendor name: Samiran Das



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 19242 to 19259

being No 160500451 for the year 2024.



Digitally signed by MANIMALA CHAKRABORTY
Date: 2024.03.15 14:27:52 +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.