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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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Justified that the document is genuine  
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Additional District Sub-Registrar  
Chandpur, District Chandpur, West Bengal

10 2 DEC 2024

### SUPPLEMENTARY DEVELOPMENT AGREEMENT

THIS SUPPLEMENTARY DEVELOPMENT AGREEMENT made  
on this 2<sup>nd</sup> day of December, 2024;

BETWEEN

262/92

262/92

Rej Kumar Bhunia

29 NOV 2024

SURANJAN MUKHERJEE

Licensed Stamp Vendor

C. C. Court

2 & 3, K. S. Roy Road, Kot-1

29 NOV 2024



Identified by  
Munnu Mazunder  
Advocate  
w/o Mr. Ashijit Mazunder  
Hastings Chamber  
7C, K. S. Roy Road  
K. 1 Water - 700001.

Dist. District Sub-Registrar  
Coosipore, Dum Dum

02 DEC 2024

**SRI SRI BANESWAR SHIBA LINGA AND SRI SRI SRIDHAR GRAM SHILA ALIAS SRI SRI BANESHWAR SHIVA LINGA AND SRI SRI SRIDHAR GRAM SHILA** having PAN Card No. **ABGTS3127B**, the Private Family Debutter Estate represented by their sole Shebait **MR. KALYANMOY PAL** having PAN Card No. **AHPPP1412K**, Aadhar Card No. **9265-9875-4577**, Mobile-**9433282030**, son of Late Panchu Gopal Pal, by faith-Hindu, by occupation-consultant, residing at 1, Ganga Dhar Sen Lane, P.O. & P.S. Baranagar, Kolkata- 700036 hereinafter referred to as the **"OWNERS"** (which term or expression shall unless excluded by or repugnant to the subject or context shall deem to mean and include shebait(s) and his legal heirs, successors, successors-at-Estates, executors, administrators, legal representatives, nominee(s) and assignors) of the **ONE PART**

**AND**

**M/S RITTICK ENTERPRISE** a Proprietorship Firm, being Sole Proprietor of **MR. RAJ KUMAR BHUINA** having PAN Card No. **AMAPB5776E**, Aadhar Card No. **7638-8154-9302**, Mobile No. **6294719586**, son of Sri Rabin Bhuina, by occupation-Business, by faith-Hindu, residing and working for gain at 1A/H/2, Satchasi Para Road, P.O. & P.S. Cossipore, Kolkata-700002 hereinafter called and referred to as the **"DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the subject or context shall deem to mean and include its successors- in - office, his executors, administrators, legal heirs, representatives, nominee(s) and assignors) of the **OTHER PART**;

**WHEREAS** Sri Sri Baneswar Shiba Linga And Sri Sri Sridhar Gramshila Alias Sri Sri Baneshwar Shiva Linga And Sri Sri Sridhar Gram Shila the Private Family Debutter Estate are the owner of land with structure of being premises no. 1, Ganga Dhar Sen Lane, Kolkata-700036 referred as the "Deities" herein the property is referred herein as "Estates Property".

**AND WHEREAS** Sri Kalyanmoy Pal take care, maintained, manage, look after the said deities and the said estates property,

**AND WHEREAS** the others shebait(s) who are the shebait(s) of the Deities having busy schedule in their family, business, health, personal problem and other issues and unable to participate, take care, maintenance, manage, look after, financial support,

any events and activities to the said deities and the said Estates property.

**AND WHEREAS** the structure where the deities are situated is in old and dilapidated in condition and at any time the said structure may be demolished.

**AND WHEREAS** from the last few years no rituals and religion activities are performing in a well manner due to crisis and shortage of deities and Estates "funds".

**AND WHEREAS** as such the majority of shebait of the said Estates decide to construct the multi complex building by the developer and sold the owners and/or Estates allocation to create funds to maintain the said deities.

**AND WHEREAS** Smt. Sarmistha De as being one of the shebait of the said estates was having some grievances and disputes.

**AND WHEREAS** due to said disputes and grievances which were not settled between the shebait as such a title suit being no. T.S. No. 20 of 2023 was filed by the majority of the shebait of the said private family estates of the deities before the Ld. Civil Judge (Junior Division) at Bidhannagar, North 24-Parganas against Smt. Sarmistha De.

**AND WHEREAS** said Ld. Court pleased to passed a decree dated 16/01/2024 as the compromise petition filed by the all shebait of the said private family debutter estates.

**AND WHEREAS** as per the said decree the said private family debutter estate property should be develop by the developer namely Raj Kumar Bhuina being sole proprietor of M/s. Rittick Enterprise and the ratio shall be 40:60 (the owner's allocation 40% and developer allocation 60%) and said "Sri Kalyanmoy Pal" appointed as sole shebait and others shebait were resigned and released themselves from the said private family debutter estate "of their shebaitship" forever.

**AND WHEREAS** as per the decree said Sri Kalyanmoy Pal have right to entered an execute the development agreement and power of attorney in favour of said Developer and sell and

transfer the owner's allocation to the entering buyer for the benefit and/or interest of said deities.

**AND WHEREAS** as per the said Decree passed by the said Ld. Court said Sri Kalyanmoy Pal became and take charge the sole shebaitship of the said estate of deities.

**AND WHEREAS** said decree dated 16/01/2024 was registered on 15.04.2024 in the office of A.D.S.R. Cossipore Dum Dum and recorded in Book No.1, Volume No. 1506-2024, pages 115494 to 115607, being no. 150603737 for the year 2024. The said property is more fully described in schedule 'A' property herein.

**AND WHEREAS** the party of the one part herein executed a Development Agreement dated 26/04/2024 which was registered in the office of A.D.S.R.-Cossipore, Dum Dum and recorded in Book No. I, Volume No. 1506-2024, Page-130733 to 130774, being no. 150604289 for the year 2024 and also executed a Power of Attorney dated 26/04/2024 which was registered in the office of A.D.S.R.-Cossipore, Dum Dum and recorded in Book No. I, Volume No. 1506-2024, Page-130197 to 130214, Being No. 150604295 for the year 2024 in favour of the party of the other part being the Developer for the Schedule-"A" property herein.

**AND WHEREAS** the party of the other part being the Developer applied for the mutation of the 'Schedule-"A" property herein in the office of the Baranagar Municipality and the said the Baranagar Municipality approved and mutate by segregating the said schedule-"A" property in two part i.e. (1) premises no. 1, Ganga Dhar Sen Lane, Kolkata-700036, P.S. Baranagar, in Ward No. 026 measuring about 7 Chittaks 35 sq. ft. in favour of **"SRI SRI BANESHWAR SHIVA LINGA AND SRI SRI SRIDHAR GRAM SHILA, KALYANMOY PAL (SHEBAIT)"** and (2) premises no. 1/B, Ganga Dhar Sen Lane, Kolkata-700036, P.S. Baranagar, in Ward No. 026 measuring about 4 Cottahs 8 Chittaks 31 sq. ft. in favour of **"KALYANMOY PAL (SHEBAIT)"** (both mutation certificates are annexed herewith and marked as "A" & "B").

**AND WHEREAS** said premises no. 1, Ganga Dhar Sen Lane, Kolkata-700036, P.S. Baranagar, in Ward No. 026 under the Baranagar Municipality, District-North 24 Parganas which is more fully described in Schedule-"B" property herein.



**AND WHEREAS** said premises no. 1/B, Ganga Dhar Sen Lane, Kolkata-700036, P.S. Baranagar, in Ward No. 026 under the Baranagar Municipality, District-North 24 Parganas which is more fully described in Schedule-"C" property herein.

**AND WHEREAS** said Shebait herein is going to develop as per the said order dated 16/01/2024 the said schedule-"C" property herein by demolishing old and dilapidated structure.

**AND WHEREAS** the party of the other part herein being developer having necessary experience skill, well finance capacity having business to construct the multi storied building complex etc. by appointed as being developer for the construction of the new building and complex of the said schedule-"C" property herein.

**AND WHEREAS** feature, synopsis, objects, explanation, contract, indemnify, statements, acceptance, promises, obligation, duty and responsibility are more fully described in "ARTICLES" herein, the schedule-"C" property is define as "ENTIRE PROPERTY", the schedule-"D" is define as "OWNER'S ALLOCATION", the schedule-"E" is define as "DEVELOPER'S ALLOCATION" and the schedule-"F" is define as "SPECIFICATION OF WORK TO BE CONSTRUCTED BUILDING". The stipulated necessary terms and conditions upon necessary discussion between the both parties and settled which are mentioned herein below:

#### **ARTICLE -I**

**(FEATURE, SYNOPSIS, OBJECTS, EXPLANATION, CONTRACT, INDEMNIFY, STATEMENTS, ACCEPTANCE, PROMISES, OBLIGATION, DUTY AND RESPONSIBILITY OF THIS DEVELOPMENT AGREEMENT)**

- 1.1 **LAND OWNER AND/OR OWNER(S)** shall mean and include Sri Sri Baneshwar Shibalinga And Sri Sri Sridhar Gramshila Alias Sri Sri Baneshwar Shiva Linga and Sri Sri Sridhar Gram Shila as Private Family Debutter Estates having sole shebait Mr. Kalyanmoy Pal son of

Late Panchu Gopal Pal, by faith-Hindu, by occupation-consultant, residing at 1, Ganga Dhar Sen Lane, P.O. & P.S. Baranagar, Kolkata- 700036.

- 1.2 **PARTY OF THE ONE PART** shall mean landowner and/or owner of the schedule-"B" & "C" property herein namely Sri Sri Baneshwar Shibalinga And Sri Sri Sridhar Gramshila Alias Sri Sri Baneshwar Shiva Linga And Sri Sri Sridhar Gram Shila as Private Family Debutter Estates having sole shebait Mr. Kalyanmoy Pal son of Late Panchu Gopal Pal, by faith-Hindu, by occupation-consultant, residing at 1, Ganga Dhar Sen Lane, P.O. & P.S. Baranagar, Kolkata- 700036.
- 1.3 **PARTY OF THE OTHER PART** shall mean who shall develop the schedule-"C" property herein namely **M/S RITTICK ENTERPRISE**, a Proprietorship Firm, being **Sole Proprietor of Mr. Raj Kumar Bhuina having PAN Card No. AMAPB5776E, Aadhar Card No. 7638-8154-9302, Mobile No. 6294719586**, son of Sri Rabin Bhuina, by occupation- Business, by faith-Hindu, residing and working for gain at 1A/H/2, Satchasi Para Road, P.O. & P.S. Cossipore, Kolkata- 700002.
- 1.4 **ESTATE** shall mean the private family debutter estate the said estate property is more fully described in schedule-"B" & "C" property herein.
- 1.5 **SHEBAIT** shall mean sole shebait Mr. Kalyanmoy Pal as per the Decree dated 16/01/2024 passed by the Learned Civil Judge (Junior Division) at Bidhannagar, North 24-Parganas.
- 1.6 **MUTATION** shall mean and include the mutation certificate issued by the Baranagar Municipality for the Schedule-"B" & "C" property herein.
- 1.7 **DECREE** shall mean and include a decree dated 16/01/2024 passed by the Learned Civil Judge (Junior Division) at Bidhannagar, North 24-Parganas in the matter of Title Suit No. 20 of 2023.
- 1.8 **REGISTERED INDENTURE** shall mean the

- (a) Decree dated 16/01/2024 which was registered on 15.4.2024 in the office of A.D.S.R. Cossipore Dum Dum and recorded in Book No.1, Volume No. 1506-2024, pages 115494 to 115607, being no. 150603737 for the year 2024.4.24.
- (b) Development Agreement dated 26/04/2024 which was registered in the office of A.D.S.R.-Cossipore, Dum Dum and recorded in Book No. I, Volume No. 1506-2024, Page-130733 to 130774, being no. 150604289 for the year 2024
- (c) Power of Attorney dated 26/04/2024 which was registered in the office of A.D.S.R.-Cossipore, Dum Dum and recorded in Book No. I, Volume No. 1506-2024, Page-130197 to 130214, Being No. 150604295 for the year 2024.

1.9 **OTHER SHEBAITS** shall mean the other family members who were shebaits of the said deities and as per decree dated 16/01/2024 they 'resigned and released themselves from the said private family debutter estate "of their shebaitship" forever and by appointing said Sri Kalyanmoy Pal as being sole shebait assign, transfer, release, handover their shebaitship right in favour of said Sri Kalyanmoy Pal forever.

1.10 **NOMINEE(S) AND LEGAL HEIRS OF SAID KALYANMOY PAL** shall mean and include as per said decree dated 16/01/2024 said Sri Kalyanmoy Pal have right to appoint additional shebait as per his choice from the any family member and after demise of said Sri Kalyanmoy Pal his legal heirs shall became the shebait(s) of the said deities in future as per Hindu Succession Act, 1956.

1.11 **DEVELOPER** shall mean and include **M/S RITTICK ENTERPRISE**, a Proprietorship Firm, being Sole Proprietor of Mr. Raj Kumar Bhuina having PAN Card No. AMAPB5776E, Aadhar Card No. 7638-8154-9302, Mobile No. 6294719586, son of Sri Rabin Bhuina, by occupation- Business, by faith-Hindu,



residing and working for gain at 1A/H/2, Satchasi Para Road, P.O. & P.S. Cossipore, Kolkata- 700002.

- 1.12 **TOTAL LAND AREA shall mean and include (a) ALL THAT** piece of parcel of land with structure, being land measuring about 7 chittaks 35 sq. ft. to be little more or less of being municipal premises No. 1, Ganga Dhar Sen Lane, Kolkata-700036, Ward No. 026 under the Baranagar Municipality, P.S. Baranagar, District-North 24 Parganas.
- (b) **ALL THAT** piece of parcel of land being measuring about 4 cottahs 8 chittaks 31 sq. ft. to be little more or less of being municipal premises No. 1/B, Ganga Dhar Sen Lane, Kolkata-700036, Ward No. 026 under the Baranagar Municipality, P.S. Baranagar, District-North 24 Parganas.
- 1.13 **DEVELOPER'S NOMINEE(S)** : shall mean and include any person and/or firm and/or company appointed by the Developer to deal, develop, sell, transfer, take care of the Developer's Allocation and/or ratio.
- 1.14 **THIRD PARTY:** shall mean and include any person(s) and/or Developer to deal, develop, sell, transfer, take care of the Developer's Allocation and/or ratio.
- 1.15 **RATIO:** shall mean 60% share of the Developer and 40% share of the Land Owner being his respective ratios of the land of the Schedule-"C" property herein.
- 1.16 **SANCTION PLAN** shall mean after execution of this Development Agreement the said Developer prepare the proposed building plan as per law by his choice architect and LBS and submit for approval and sanction in the office Baranagar Municipality and deposit the necessary sanction fees from his account to the said Municipality which shall called the "MAIN BUILDING PLAN".
- 1.17 **STARTING OF THE CONSTRUCTION WORK** shall mean the Developer upon received of said main building plan from the said Municipality start the construction work.

- 1.18 **SEGREGATION OF RATIO** shall mean and include 60% the Developer allocation and 40% the owner's allocation share and ratio only as per the main building sanction plan.
- 1.19 **ARCHITECT** and/or LBS shall mean any person and/or firm who shall be appropriate person as per the law appointed or nominated by the Developer as Architect for plan making, supervision, to give appropriate directions and advice for all the construction work of the said schedule-"C" property herein as per law.
- 1.20 **LAWYER** shall mean Sri Deobrat Upadhyay Advocate, High Court, Calcutta duly engaged by the both the executing parties herein to act on his behalf having his office in the name and style of "M/s. Upadhyay & Associates" at Hastings Chambers, 7C, Kiran Shankar Roy Road, Ground Floor, Office no.- GD, Kolkata - 700001 for all material purposes in respect of the Schedule-"C" property herein, that all Agreement for Sale(s), Deed of Conveyance(s) and other legal formalities for intending buyer(s) will be prepared and executed only by the said Advocate for both the parties herein for any kind of legal work.
- 1.21 **BUILDING(S) AND COMPLEX** shall mean to be constructed building(s) and complex in the Schedule-"C" property herein which will be constructed as per necessary permission/sanction/approval by the Baranagar Municipality and/or concern authorities of the schedule-"C" property herein.
- 1.22 **BUILDING(S) AND COMPLEX PLANS** shall mean the necessary permission/ sanction and/or approval of drawing plan and specifications of the construction work for construction and developed to the said Schedule-"C" property herein as per law and rules of the Baranagar Municipality and/or concern authorities.
- 1.23 **UNIT(S)** : shall mean the salable constructed area which shall be constructed as per the sanction plan of the Baranagar Municipality and/or concern authorities.

- 1.24 **SUPER BUILT-UP AREA** shall mean and include the spaces in the New building(s) and complex in the Schedule-"C" property available for independent use and occupation including the space demarcated for common facilities and services area according to the Sanction Plan of the new building(s) and complex from the Baranagar Municipality and/or concern authorities and as per the project report of the appointed Architect and/or as per the law.
- 1.25 **COMMON PORTIONS** shall mean and include corridors, hallows, stairways, electrical meter rooms and other spaces and facilities whatsoever required for the establishment of new building(s) and complex of the Schedule-"C" property herein.
- 1.26 **LAND OWNER'S ALLOCATION** shall mean and include the 40%(as per sanction plan)only share and ratio as per the said main building plan in the Schedule-"C" property herein and and/or in the total to be constructed area as per sanction plan of the proposed new building(s) and complex in the Schedule-"C" property together with undivided proportionate share and ratio in the Land and to be constructed Building(s) and complex with all common facilities, features and amenities together with easement and quasi easement right. The Owner's Allocation, ratio and share which is more fully described as Schedule "D" property herein.
- 1.27 **DEVELOPER'S ALLOCATION** shall mean and include the 60% share and ratio in the Schedule-"C" property herein and/or in the total to be constructed except cantilever, additional constructed area other than sanction plan of the proposed new building(s) and complex in the Schedule "C" property together with undivided proportionate share and ratio in the Land and to be constructed Building(s) and complex with all common facilities, features and amenities together with easement and quasi easement right. The Developer's Allocation, ratio and share which is more fully described as Schedule "E" property herein.

- 1.28 **SALEABLE SPACE/AREA BY THE OWNER** shall mean and include the 40% share as per sanction plan only and ratio as per the said main building plan which shall be allotted by the Developer herein to the owner herein of the Schedule-"C" property herein and/or in the total to be constructed area of the proposed new building(s) and complex in the Schedule "C" property together with undivided proportionate share and ratio in the Land and to be constructed Building(s) and complex with all common facilities, features and amenities together with easement and quasi easement right. The Owner's Allocation, ratio and share which is more fully described as Schedule "D" property herein.
- 1.29 **SALEABLE SPACE/AREA BY THE DEVELOPER** shall mean and include the 60% share and ratio of the Developer of the Schedule-"C" property herein and/or in the total to be constructed area of the proposed new building(s) and complex in the Schedule "C" property together with undivided proportionate share and ratio in the Land and to be constructed Building(s) and complex with all common facilities, features and amenities together with easement and quasi easement right. The Developer's Allocation, ratio and share which is more fully described as Schedule "E" property herein.
- 1.30 **POSSESSION** shall mean and include the physical khas possession which owner hand over to the Developer from the date of execution of this Development Agreement of the schedule-"C" property herein.
- 1.31 **CONSTRUCTION WORK** shall mean and include the construction work as per the sanction plan of the Baranagar Municipality and/or concern authorities by the Developer herein for new building(s) and complex in the Schedule-"C" property herein.
- 1.32 **INVESTMENT OF FUNDS AND SKILL** shall mean and include all financial fund and all construction skill by the Developer for the construction of new building(s) and complex of Schedule-"C" property herein since execution of this Development Agreement till the completion certificate for the said building(s) and complex.



- 1.33 **HANDING OVER OF OWNER'S ALLOCATION** shall mean and include after finishing of the construction work and receiving of the completion certificate the Developer shall hand over the owner allocation, share and ratio within a three months from the date of completion certificate.
- 1.34 **SELLING RIGHT** shall mean the Developer have 60% share and ratio in the Schedule-"A" property herein and/or in the total to be constructed area of the proposed new building(s) and complex in the Schedule "C" property together with undivided proportionate share and ratio in the Land and to be constructed Building(s) and complex with all common facilities, features and amenities together with easement and quasi easement right and the Developer shall have full right after execution of this Development Agreement to sell, convey, transfer in any more part or full to the other party all right, title, interest and possession of the said area.

#### **ARTICLE - II :**

#### **DEALING OF SPACE IN THE BUILDING(S) AND COMPLEX AND/OR SCHEDULE 'C' PROPERTY HEREIN BY THE OWNER AND DEVELOPER**

- 2.1 The Developer shall be exclusively entitled to deal with the 60% and/or in the total to be constructed area of the proposed new building(s) and complex in the Schedule-"C" property together with undivided proportionate share and ratio in the Land and to be constructed Building(s) and complex with all common facilities, features and amenities together with easement and quasi easement right and the Owner shall not in any way interfere, objection or disturb the said deal between the Developer and the third party in any manner whatsoever.
- 2.2 The Developer shall be further exclusively right and entitled to deal with the 60% share and ratio in the Schedule-"C" property herein.
- 2.3 In so far as necessary all lawful dealing by the Developer in respect of the constructed area and/or ratio including



Agreement for Sale or any kind of transfer, receiving of advance money concerning Developer's Allocation shall be in the name of the Developer's for which purpose the Owner shall execute a General Power of Attorney specifying in particular the acts, deeds and things which the Developer shall be entitled to undertake on behalf of the party of the one part herein as their Constituted Attorney, to be authenticated and registered for the purposes of smooth running of construction work of the proposed building and shall make himself available as and when the said Developer shall ask them to appear before registration authority for execution of Deed of Conveyance(s) of any constructed area in the said proposed Schedule "C" property herein, subject to the service of a week's notice upon the One Part/Owner herein.

- 2.4 The Land Owner shall execute the Deed of Conveyance or Conveyances in favour of the Developer's nominee or nominee's in such part or parts as shall be required by the Developer. The owner has agreed to join and execute all such conveyance or conveyances or any kind of Indenture which shall be required from time to time in respect of Developer's Allocation and/or ratio in favour of the nominees/agents/third party of the Developer without claiming anything.

#### **ARTICLE -III : SPECIAL FEATURES**

- 3.1 Upon execution of this Development Agreement the developer allocation, share and ratio shall be 60% of the Schedule 'C' property.
- 3.2 The Developer ratio and allocation is more fully described in Schedule 'E' property herein.
- 3.3 The Developer shall have right to assign, sell, transfer, his allocation and ratio to the third party as per their requirement.
- 3.4 The Developer shall have right to enter into the Development agreement withany third party and the

Developer's allocation shall be 60% and developer may distribute with the third party the said ratio 60% only.

- 3.5 The owner shall not raise any objection and claim any further demand with the Developer for assign, sell, convey, lease, transfer in any manner to the third party.
- 3.6 The Developer shall be further exclusively right and entitled to deal with the 60% share and ratio in the Schedule-"C" property herein as it is where it is basicalso and the Developer have right to appoint Third Party to develop the said property the ratio and share shall be settled between the Developer and the Third party by other Development Agreement the owner shall not raise any objection and claim in any manner whatsoever.
- 3.7 As per the said Decree dated 16/01/2024 the Developer shall construct 350 sq. ft. with all facilities and amenities as Thakur Ghar for said deities the said area shall be adjust from the both owner and Developer as the ratio settled herein and the said Thakur Ghar divided into three slot , first slot shall be the Garva Giri(place of the deity), second slot shall be allotted for the residence place for the Pujari and Shebait and third slot shall be allotted for sadhana, dhyan, religion speech etc. The property is more fully described in Schedule-"B" property herein.

#### **ARTICLE - IV :**

#### **NEW BUILDING AND COMPLEX OF THE SCHEDULE "A" HEREIN**

- 4.1 The said building(s) and complex shall be known as **"REDDHEMA APARTMENT"** and fix neon sign, sign board etc.
- 4.2 The Developer shall obtain all the permission, NOC etc. from the concern authority and submit proposed building plan to the Baranagar Municipality for the sanction of building(s) and complex and bear all charges, fees, cost and expenses for the same.

- 4.3 The Developer shall at its own costs construct the said new building and complex in Schedule "C" property in accordance with the sanctioned plan by using good and standard qualities material as may be specified by the Architect and/or LBS from time to time and shall not use any sub standard quality and quantity of building material under any circumstances whatsoever.
- 4.4 The Developer shall erect the new building(s) and complex in Schedule "C" property at his own costs and expenses install water pump, the underground water storage tank, over head reservoir, common electrical meter lift all common facilities, amenities, fitting and features for the said new building(s) and complex and permanent electric connection for the said individual units and the service charge, cabling, transformer, DP box, the developer shall construct all the construction work for smoothly use and enjoy by the respective buyers as per requirement of the building(s) and complex.

#### **ARTICLE - V : COMMON EXPENSES & TAXES**

- 5.1 From the date of signing of these presents the tax liability applicable upon the Developer as per government rules and norms for the time being in force for the Schedule "C" property shall be borne by the Developer solely, who shall regularly and punctually discharge the same.
- 5.2 The date on which the Developer hands over the Owner's Allocation to the party of the one part herein in the Schedule "C" property herein the tax liability of the respective allocation shall be borne by the respective executing parties herein till the date of possession to the prospective buyer(s) in his respective allocation.
- 5.3 The Developer and the Owner shall bear the respective taxes and levies which is specify by the Government as per law in force.

**ARTICLE - VI: DEVELOPER'S OBLIGATIONS**

- 6.1 The Developer hereby agrees and consents with the Owner not to violate or contravenes any of provisions of the rules applicable for the construction in Schedule "C" property herein.
- 6.2 The Developer hereby agrees and covenants with the Owner not do any act, deed or things whereby the Owner may be prevented from enjoying, selling assigning and/or disposing of any Owner's allocation in the building at Schedule "D".
- 6.3 The Developer shall pay and bear all the cost and expenses for the construction and/or Development of the said Schedule-"C" property herein and the Developer shall never claim the said amount from the Land Owner in any manner.
- 6.4 The Developer herein shall arrange for temporary shifting place of the said the owner and bear necessary cost and expenses

**ARTICLE - VII: OWNER'S INDEMNITY**

- 7.1 The Owner's hereby undertake that the Developer shall be entitled to enjoy its allocated space without any interference or disturbance in Schedule "E" provided the Developer performs and fulfill the terms and conditions herein contained and/or its part to be observed and performed and upon execution of this Development Agreement the developer have full right to transfer its allocation/ratio i.e. 60% share of Schedule 'C' property herein to its nominee(s) to be constructed building and complex in part and full the right, title and interest and the possession in lawful manner, the owner shall full co-operate with developer without charging further any claim.
- 7.2 If the Developer transfer, assign, sell the said 60% share and ratio of the said Schedule-"C" property hereinto the

Third party, the Owner shall fully co-operate with the Developer without any objection and further any claim.

- 7.3 The Developer appoint the Third party and/or appoint the new Developer for development of the said Schedule-"C" Property herein, the Owner shall full co-operate with the Developer without any objection and further any claim.

#### **ARTICLE - VIII : DEVELOPER'S INDEMNITY**

- 8.1 The Developer hereby undertakes to keep the Owner indemnified against all third party claim and action arising out of the any sorts of act or occupation commission of the Developer in relation to the construction of the said new building(s) and complex.
- 8.2 The Developer hereby undertakes to keep the owner's indemnified against all actions, suits, costs, proceeding and claims that may arise out of the Developer's allocation with regard to the development of the said premises and/or any defect therein.
- 8.3 The Developer shall keep the owner herein indemnified against any loan or financial assistance undertaken by the Developer on the basis of these presents for the construction work over the said Schedule "C" property herein, for which the party of the one part herein will not be liable in any manner whatsoever.

#### **ARTICLE - IX: MISCELLANEOUS**

- 9.1 Immediately upon take the vacant physical khas possession of the said Schedule-"C" property herein in part or full, the Developer shall start the construction work of the building(s) and complex as per sanctioned building plans duly approved by the Baranagar Municipality of the Schedule "C" property herein.
- 9.2 It is understood that from time to time for the purpose of construction of the said building and complex, the Developer has to perform various act, deed, things not specified herein for which the Developer may need the



authority of the owner and various applications and other documents may be required to be signed or made by the Owner related to which specific provisions may not have been mentioned herein. The owner hereby undertake to do all such acts, deeds, matters or things as and when required and the Owner shall execute any such additional Power of Attorney excluding the Power of Attorney for Registration of Sale Deed(s) or authorization as may be required by the Developer and if they think fit and proper for any such purposes and the Owner also undertake to sign and execute all such additional application and other documents as the case may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the owner and / or against the spirit of these presents.

- 9.3 The Owner shall not be liable for any income tax, wealth tax, service tax or any other taxes and charges in respect of the Developer's allocation and the Developer shall be liable to make payment of the same and keep the owner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 9.4 That the Owner do hereby declare that they shall not claim or demand which may now or hereafter be accrued, in respect of the said building after receiving the area of the Owner's allocation being 40% as per the said main building plan of the constructed sanction area and/or the said ratio in the schedule 'C' property herein which shall mean as it is and where it is basis and/or without construction of the building in Schedule "D" property apart from the ratio share and/or allocation allotted to the Developer.
- 9.5 The Owner further declare indemnify and confirm the said schedule 'C' property is having good marketable title and free from all encumbrances, attachment claim etc. and no any court cases pending in any court of law, the owner are having full power, right, authority to execute this development agreement as the absolute owner of the schedule 'C' property herein.

- 9.6 That the Owner further mention that neither their legal heirs nor any of their representative and/or nominee will have any kind of right, claim, title, demand, and/or interest in respect of the said proposed building(s) and complex in Schedule "E" property herein from the Developer's allocation, ratio and/or share. The Developer is entitled and/or free to deal with his allocation with anybody on any amount of consideration at any time with construction or without construction.
- 9.7. The Owner herein shall execute for the supplementary Agreement if require by the Developer herein for the Schedule-"C" property herein.
- 9.8 That any type of Plan modification, extra elevation and/or construction of additional floors and/or spaces apart from the sanctioned area will be subject to be vested with the Developer and the Owner herein in the ratio as decided by the executing parties herein mentioned herein above within the specified period of 36 months of construction work only vide a Supplementary Agreement in this regard.
- 9.9 Upon execution of this Development Agreement the Owner shall hand over the said title related deeds and documents to the Developer and the all original title related deeds and documents and building sanction plan shall be in custody of the Developer herein.
- 9.10 All the original documents in relation to the said property for the smooth functioning of the construction work and to carry out other formalities in the various departments shall and if so are also required by the intending buyer/Purchaser can only be exchanged through the Learned Advocate Deobrat Upadhyay only, upon giving due intimation of the same at least four days in advance.
- 9.11 The tax which both the parties are liable to pay shall be paid by them in their respective proportionate share as per government rules and regulations in force.

- 9.12 The Developer shall demolish the old structure of the Schedule "C" property herein after getting the possession of the said old structure and the Developer shall bear all the cost and expenses for the same.
- 9.13 The Owner undertake and indemnify that further execute and register any kind of supplementary Development Agreement, Agreement, power of attorney, rectification indenture and any kind of indenture in favour of Developer and his nominee(s) as per requirement of the Developer.

#### **ARTICLE - X; FORCE MAJEURE**

- 10.1 That Parties shall not be considered to be liable for any obligations hereunder to the extent that performance of relating obligations prevented by the existence of the force majeure and shall be suspended for the obligations during the duration of the force majeure.
- 10.2 **FORCE MAJEURE**, shall mean and include flood, earthquake, riot, war, storm, tempest civil common strike pandemic Covid-19 Government Protocol and/or guidelines and/or other act of commission beyond the control of the parties hereto, barring the above the period of completion of the construction work, new law, rules and other problems, circumstances which may be beyond control of the Developer.

#### **ARTICLE XI: ARBITRATION**

- 11.1 Disputes arising if any shall be settled by way of Arbitration. Any dispute controversy or claims between the parties hereto only, arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by way of Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- 11.2 The Sole Arbitrator shall be Sri Deobrat Upadhyay, Advocate of Hastings Chambers at 7C, Kiran Shankar Roy Road, Office no.-GD, Ground Floor, Kolkata- 700001

and on the location as per choice of sole arbitrator and/or as per law of Arbitration and Conciliation Act and/or as per any court order.

- 11.3 The language of Arbitration will be English and the place shall be in accordance with law the award of Arbitrator shall be final and binding upon both the parties herein.
- 11.4 The necessary parties bear the necessary fees and charges of the said Arbitrator MR. Deobrat Upadhyay Advocate within 3 days from the received of the bills.

### **ARTICLE XII: JURISDICTION**

- 12.1 High Court at Calcutta alone shall have the jurisdiction to entertain try determine all actions and proceeding between the parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.

### **ARTICLE -XIII SPECIFICATION**

- 13.1 The specification of the building(s) and complex which are duly mentioned in Schedule "F" herein and which may be rectify after approval of the sanction plan by the Baranagar Municipality for the said Schedule-"C" property herein.

### **ARTICLE - XIV PENALTIES**

- 14.1 Under no circumstances except lawful and legitimate reason, both the parties herein shall violate any terms and condition of this Development Agreement and are not entitled to disturb, interrupt or stop the construction in any manner whatsoever if any terms and conditions are violated by either of the parties, they shall be liable to pay adequate compensation for the loss incurred by the other party as decided by the Arbitrator as appointed herein.

**ARTICLE XV: DISPUTE WITH PROSPECTIVE BUYER(S)**

- 15.1 The Owner shall not be liable for any dispute which arises between the prospective purchaser and the Developer, if the said units intended to be sold portions to the Developer's Allocation and vice versa and/or the ratio and share transfer, sell, assign to the Third Party by the Developer herein.

**ARTICLE XVI: UNTOWARD INCIDENT(S)**

- 16.1 During the construction period if any mishap or untoward incident in form of losses of life, limb, property or construction defect takes place in the Schedule "C" property herein then the respective person(s) liable for the same.
- 16.2 The owner herein shall be not responsible for any kind of losses of life, accident during the construction work.

**ARTICLE XVII: GUARANTEE OF FIXTURES AND EQUIPMENTS**

- 17.1 Guarantee of fixtures and equipments like lift, generator, water pump, plant and machinery and other furniture and fixture for the common use and enjoy by the units holders etc. shall be as per their respective Vendor Company norms.

**ARTICLE XVIII: GUARANTEE OF CONSTRUCTION WORK**

- 18.1 The Developer shall obtain the appropriate completion certificate(s) for the new buildings and complex constructed upon the Schedule "C" property in accordance with the rules and regulations framed by the Baranagar Municipality and/or as per law in force.

**ARTICLE XIX: DOCUMENTS**

- 19.1 The Developer shall keep all the title related deeds and documents, applications and procurement of various permissions obtained from various Competent



department/ authorities and shall also supply a Xerox copy of the same for complete transparency whenever required by any party and/or authorities.

- 19.2 The Developer shall keep Material Reconciliation Form consisting of Xerox copy of all the bills pertaining to the materials, fittings and fixtures purchased, consumed and remaining unutilized by the end of each month till the date of completion certificate issued by Baranagar Municipality.

**ARTICLE XX: SUPPLEMENTARY AGREEMENT(S)**

- 20.1 For smooth execution of these presents or to avoid any future complications, dispute or an unforeseen situation anticipated in future the executing parties herein may execute supplementary Agreement(s) in this respect which shall be prepared and registered only by Learned Advocate Deobrat Upadhyay for both the executing parties herein.

**ARTICLE XXI: ROOF RIGHT**

- 21.1 The roof shall mean top of the building.
- 21.2 The Developer herein shall have further right to construction over the same.
- 21.3 The Developer herein shall also be free to enter into any Agreement for further construction in respect of the same with any third party as the party of the one part may deem fit and proper.
- 21.4 The Developer shall hand over the roof after construction of new building thereafter the said roof shall be treated as common part and portion of the building.
- 21.5 The owner herein, the Developer herein and the person(s) who shall purchase the respective Flat/Unit have right to use the roof as common.

**ARTICLE XXII : SECURITY DEPOSIT**

- 22.1 The developer herein has paid to the owner herein an amount of Rs. 10,00,000/- (Rupees ten lakhs only) as Security Deposit as per the said Decree and till date have occur expenses of Rs. 1,00,000/- as legal, miscellaneous expenses etc. which is also part of security deposit as such the total security deposit of Rs. 11,00,000/-, the more fully details is reflected in the memo of security deposit herein.
- 22.2 The amount of security deposit is refundable and without interest.
- 22.3 The amount of security deposit is refundable by the owner herein to the developer herein subject to fulfillment of all the terms and conditions enumerated herein and/or further any supplementary agreement.

**ARTICLE XXIII: DEFECT LIABILITY PERIOD**

- 23.1 The Developer shall be liable for any defect in relation to the construction work for the first one years from the date of its completion certified and/or in accordance with laws and regulations.
- 23.2 The rectification expenses to remedy the defect shall be borne by the Developer solely under the guidance, supervision and certification of a Civil Engineer duly enlisted with the Baranagar Municipality.

**ARTICLE XXIV: ADDITIONAL FLOOR AREA RATIO**

- 24.1 If additional "Floor Area Ratio" is granted/ approved/regularized by the Baranagar Municipality apart from the what has been sanctioned by the said Baranagar Municipality for the Schedule "C" property herein during the period of construction or after the issuance of completion certificate, the same shall be used by the developer herein only and also constructed area other than sanction plan vested to the Developer only.

**ARTICLE XXV: SPECIFICATION OF ALLOCATION**

- 25.1 As per this Development Agreement the Developer shall have 60% allocation in the new building.
- 25.2 As per this Development Agreement the Owner shall have 40% allocation in the new building as per said main building plan as per sanction plan.
- 25.3 The constructed area on the ground floor other than common allocation allocated to the Developer except one car parking and mandir.
- 25.4 The First floor other than common area allocated to the Developer as per said main building plan.
- 25.5 The second floor other than common allocated to owner measuring about 1000 sq. ft. on east-west side and rest of the area allocated to the Developer.
- 25.6 The third floor other than common allocated to the owner.
- 25.7 Fourth Floor other than common area distributed 40:60 between the Landowner and the Developer as per said main building plan.

**ARTICLE XXVI: SPECIAL RIGHT TO THE DEVELOPER:**

- 26.1 The said Developer shall construct as per the main building plan and have right to construct other than the main building plan which may be regularized by the said Baranagar Municipality upon payment of necessary fees, fine and charges by the said Developer.
- 26.2 If any constructed area regularized by the said Developer upon payment of necessary fees, fine and charges etc. have full right of the Developer. The owner shall not claim in any manner whatsoever in any circumstances.
- 26.3 The Developer have right to work as per his choice the schedule-"F" Specification of the work to be constructed

building mentioned herein and also have full right and authority to change and alter in any manner whatsoever and decision.

### **ARTICLE XXVII: INDEMNIFY BETWEEN BOTH PARTIES**

- 27.1 The Developer shall start the construction work as per main building sanction plan through his men, agent, sub contractor and assignee and construct the building.
- 27.2 Upon completion of the building the Developer allocate the 40% share and ratio to be constructed building as per the said main building plan to the owner.
- 27.3 Whenever the owner received the 40% share and ratio to be constructed building as per the said main building plan release the said security deposit within 7 days in favour of the Developer and his nominee(s),
- 27.4 If the owner failed and neglected to released the said security deposit then the Developer may charge interest 18% from the date of deposit the said security deposit till the realization.
- 27.5 If the Developer failed and neglected to hand over the owner's allocation 40% share and ratio to be constructed building as per the said main building plan the owner may forfeited the said security deposit.
- 27.6 The Developer shall firm a society as per law in force for the building maintenance and charge of Rs. 15,000/- each unit of the building for the legal and other expenses for the formation of the building owner's association. The said building owner's association shall be in the name of "REDDHEMA APARTMENT BUILDING OWNER'S ASSOCIATION"

### **THE SCHEDULE "A" ABOVE REFERRED TO ABOVE:**

**ALL THAT** piece of parcel of land with structure, being land measuring about 5 cottahs 21 sq. ft. and structure measuring about 200 sq. ft. to be little more or less, of being municipal premises No. 1, Ganga Dhar Sen Lane, Kolkata-700036, Ward No. 7, L.R. No. 349, L.R. Khaj No. 161

RITICK ENTERPRISE  
Proprietor  
Raj Kumar Bhunia

AND  
SRI SRI SRIDHAR GRAMSHIJA  
1, GANGA DHAR SEN LANE  
BARU, VIJAYAR PIN-700036

No. 026 under the Baranagar Municipality, P.S. Baranagar, District-North 24 Parganas which is butted and bounded as follows:

ON THE NORTH : By premises no. 36/11, Bagha Jatin Road,

ON THE SOUTH : By premises no. 1/3, Ganga Dhar Sen Lane,

ON THE EAST : By 10' feet wide passage of Ganga Dhar Sen Lane,

ON THE WEST : By premises no. 1, Banku Behari Paul Lane,

**THE SCHEDULE "B" REFERRED TO ABOVE:**

**ALL THAT** piece of parcel of land with structure, being land measuring about 7 chittaks 35 sq. ft. to be little more or less of being municipal premises No. 1, Ganga Dhar Sen Lane, Kolkata-700036, Ward No. 026 under the Baranagar Municipality, P.S. Baranagar, District-North 24 Parganas.

**THE SCHEDULE "C" REFERRED TO ABOVE:**

**ALL THAT** piece of parcel of land being measuring about 4 cottahs 8 chittaks 31 sq. ft. to be little more or less of being municipal premises No. 1/B, Ganga Dhar Sen Lane, Kolkata-700036, Ward No. 026 under the Baranagar Municipality, P.S. Baranagar, District-North 24 Parganas.

**THE SCHEDULE "D" REFERRED TO ABOVE:**

**(Land Owner's Allocation in Schedule "C" property herein)**

**ALL THAT Land Owner's Allocation** shall mean and include the 40% share as per sanction plan only and ratio as per the said main building plan in the Schedule-"C" property herein and/or in the total to be constructed area to be proposed new building(s) and complex in the Schedule "C" property together with undivided proportionate share and ratio in the Land and to be constructed Building(s) and complex with all common facilities,



features and amenities together with easement and quasi easement right.

**THE SCHEDULE "E" REFERRED TO ABOVE:**  
**(Developer's Allocation in Schedule "C" property herein)**

**ALL THAT Developer's Allocation** shall mean and include the 60% share and ratio in the Schedule-"C" property herein and/or in the total to be constructed area to be proposed new building(s) and complex in the Schedule "C" property together with undivided proportionate share and ratio in the Land and to be constructed Building(s) and complex with all common facilities, features and amenities together with easement and quasi easement right.

**THE SCHEDULE "F" ABOVE REFERRED TO**  
**(Specification of Work)**

1. **STRUCTURE:** R.C.C Framed Structure
2. **BRICK WORK:** Brick wall will be done with good quality bricks, all outer walls shall be 5 inches thick, main partition wall shall be 5 inches thick and all the internal walls shall be 3 inches thick.
3. **INNER WALL:** Will have plaster of paris finish.
4. **OUTER WALL:** will be finished with quality base paint.
5. **DOORS:** Frames are to be made of good quality wood and internal doors except bathroom will have flush doors and other doors will be made as per choice of Developer.
6. **WINDOWS :** grill windows with sliding fittings.
7. **ALL FLOORS & STAIRS:** to be finished with marble.
8. **KITCHEN:** cooking platform will have black stone top and Dado will be 2 feet in height from top of cooking platform.

9. **TOILET:** Dado will be finished with ceramic tiles and up to 6 feet from the floor along with other fittings like Basin, Indian Pan/ Commode.
10. **ELECTRICAL:**
  - a) Each bed room will be fitted with one fan point, one plug point of 5 amp, one tube light point, one Ac point.
  - b) Drawing cum dining room will have one light point, one fan point, one plug point of 5 amp, with one television and telephone point,
  - c) Kitchen will have one light point and one power point of 5 amp,
  - d) Each toilet will have one light point,
  - e) Any addition/ alteration in the flat/unit shall be subject to approval of the Architect. If there is any extra work to be done the estimate of such extra work will be estimated by the Engineer and cost of such extra work will be borne by the Flat/Unit(s) Owner.
  - f) The others specification work shall be install and fix subject to approval of the sanction plan by the Baranagar Municipality for the said Schedule-"C" property herein and/or as per suggestion and advice by the Architect and LBS.
  - g) Lift as per choice of the Developer.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their hands and seals the day month and year first above written after meticulous examination of the particulars contained herein above.

**SIGNED SEALED AND DELIVERED**

by the Owner herein in the presence

**WITNESSES**

1. *Monig Ar. Singh*  
86 Cassifour  
Road Cassifour  
Kd. 700002

SRI SRI BANESWAR SHIBALINGA  
AND  
SRI SRI SRIDHAR GRAMSHILA  
1, GANGADHAR SEN LANE  
BARANAGAR, PIN- 700036

*SABAET*  
*Kalyan Singh*  
(OWNER)

**PARTY OF THE ONE PART HEREIN**

2. *Susanta Bhunia*  
14/412 S.C. Road  
Kd. 700002

RITTICK ENTERPRISE  
*Raj Kumar Bhunia*  
P.L.

(DEVELOPER)

**PARTY OF THE OTHER PART HEREIN**

Drafted by me as per instructions  
and information of parties herein.

*Deobrat Upadhyay*  
Advocate  
High Court, Calcutta

**Mr. Deobrat Upadhyay**

Advocate

High Court, Calcutta

M/s Upadhyay & Associates

Hastings Chamber

7C, Kiran Shankar Roy Road,

Office no.-GD, Ground floor,

Kolkata-700001

Phone: 09830105765, 03340619989

[legalsolutionsandrelief@gmail.com](mailto:legalsolutionsandrelief@gmail.com)

Enrolment No. WB/725/2009



### MEMO OF SECURITY DEPOSIT

Received and acknowledge of Rs 11,00,000/- (Rupees eleven lakhs only) as Security deposit interest free refundable by the party of the one part being owner herein from the party of the other part being Developer herein in terms of these presents as enumerated herein above.

DATE	CHEQUE	BANK	AMOUNT(Rs)
16.12.20	000018	HDFC Bank	5,00,000/-
16.12.20	000019	HDFC Bank	5,00,000/-
Various date since 2019 till date	Cash		1,00,000/-
TOTAL			11,00,000/-

(Rupees eleven lakhs only)

### WITNESSES

1. Monog An Singh  
86. Cossifour  
Roa6 Cossifour  
Kol. 700002

SRI SRI BANESWAR SHIBALINGA  
AND  
SRI SRI SRIDHAR GRAMSHILA  
1, GANGADHAR SEN LANE  
BARANAGAR, PIN- 700036

SABAET

Kalyan Singh

SIGNATURE OF THE OWNER

2. Sumantha Sharma  
1A/4/2 S.C. Lane Baranagar  
Kol. 700002

Raj Kumar Bhunia

# SPECIMEN FORM FOR TEN FINGERPRINTS



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

PHOTO

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

PHOTO

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



'A'



e-MUTATION

MUTATION CERTIFICATE

BARANAGAR MUNICIPALITY

87, DASHBANDHU ROAD (East) KOLKATA - 700035

Certificate No: BNGM/24-25/MU/001983/240855/1

To

Applicant Name : **SRI SRI BANESHWAR SHIVA LINGA AND SRI SRI SRIDHAR GRAM SHILA, KALYANMOY PAL (SHEBAIT)**

W/o S/o D/o : **A TRUST PROPERTY, LATE PANCHUGOPAL PAL**

Ref: - Application no. BNGM/24-25/MU/001983 Dt. 19/09/2024

Sir/Madam,

You are hereby informed that your application for the above noted Mutation for the holding has been approved and your name has been recorded in the Municipal Assessment Registers bearing Holding No.- 1, Street - GANGADHAR SEN LANE, of Ward No. - 26, Borough N/A (for Municipal Corporations) with House/Flat/Premises No. - & Property Address - 1 of the **BARANAGAR MUNICIPALITY** and Identified as - **RESIDENTIAL HOUSE** with quarterly Property Tax ₹. 24.00 and quarterly Sur.Charge ₹. 0.00 on the basis of Annual Valuation ₹. 600.00 with effect from 2 Qtr of 2024-2025.

Area of Land	Total Covered Area (Sq. Ft.)	Holding Type	Land Character (Dead / BOR / Porcha)	Deed Details	Registering Office
DC: 0.80, KT: 0.00, CH: 7.00, SR: 35.00	195.00	RESIDENTIAL HOUSE	Bestu	3737, AFFIDAVIT, DEATH, DEATH, Dt: 24/04/2024, 19/09/2024, 19/09/2024, 19/09/2024	ARA-I, Kolkata
Mouza Name	J.L. No	Khatian (LR, RS or CS)		Plot (LR, RS or CS)	
PALPARA	7	LR: RS:		LR: RS:	
		LR: 161 RS:		LR: 3498 RS:	

CERTIFICATE GENERATED WITH BANK TRANSACTION ID: ZHD101006JWXMS DATED: Nov 21 2024 6:19PM





e-MUTATION

MUTATION CERTIFICATE

BARANAGAR MUNICIPALITY

87, DESHBANDHU ROAD (East) KOLKATA - 700035

Certificate No: BNGM/24-25/MU/000348/239432/1

To  
Applicant Name: KALYANMOY PAL (SHEBAIT)

W/o S/o D/o: LATE PANCHU GOPAL PAL

Ref: Application no. BNGM/24-25/MU/000348 Dt. 03/05/2024

Sir/Madam,

You are hereby informed that your application for the above noted Mutation for the holding has been approved and your name has been recorded in the Municipal Assessment Registers bearing Holding No.- 1/B Street - GANGADHAR SEN LANE of Ward No. - 26, Borough N/A (for Municipal Corporations) with House/Flat/Premises No. - & Property Address - 1/B of the **BARANAGAR MUNICIPALITY** and identified as - **OTHER** with quarterly Property Tax ₹. 370.50 and quarterly Sur.Charge ₹. 0.00 on the basis of Annual Valuation ₹. 5700.00 with effect from 1 Qtr of 2024-2025.

Area of Land	Total Covered Area (Sq. Ft.)	Holding Type	Land Character (Deed / ROR / Porcha)	Deed Details	Registering Office
DC: 7.51, KT: 4.00, CH: 8.00, SR: 31.00	2594.00	OTHER	Basu	? , 0 , 0 , 3737, Dt.: 18/09/2024, 02/05/2024, 04/04/2024, 15/04/2024	A.D.S.R. COSSIPORE DUMDUM
Mouza Name	J.L. No	Khatan (LR, RS or CS)		Plot (LR, RS or CS)	
PALPARA	7	LR: 161 RS:		LR: 3498 RS:	

CERTIFICATE GENERATED WITH BANK TRANSACTION ID: ZHD1JNX05QU8D2 DATED: Nov 18 2024 1:54PM





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



192024250296611618

GRN Details

GRN:	192024250296611618	Payment Mode:	SBI Epay
GRN Date:	30/11/2024 13:44:40	Bank/Gateway:	SBIPay Payment Gateway
BRN :	8548934771715	BRN Date:	30/11/2024 13:45:24
Gateway Ref ID:	433529467676	Method:	State Bank of India UPI
GRIPS Payment ID:	301120242029661160	Payment Init. Date:	30/11/2024 13:44:40
Payment Status:	Successful	Payment Ref. No:	3003032420/3/2024
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr Deobra Upadhyay
Address:	7C, Kiran Shankar Roy Road, Kolkata-700001
Mobile:	9830105765
Period From (dd/mm/yyyy):	30/11/2024
Period To (dd/mm/yyyy):	30/11/2024
Payment Ref ID:	3003032420/3/2024
Dept Ref ID/DRN:	3003032420/3/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	3003032420/3/2024	Property Registration- Stamp duty	0030-02-103-003-02	7020
2	3003032420/3/2024	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				7041

IN WORDS: SEVEN THOUSAND FORTY ONE ONLY.

PAID



### Major Information of the Deed

Deed No :	I-1506-12348/2024	Date of Registration	02/12/2024
Query No / Year	1506-3003032420/2024	Office where deed is registered	
Query Date	29/11/2024 5:27:30 PM	A.D.S.R. COSSIPORE DUMDUM, District: North 24-Parganas	
Applicant Name, Address & Other Details	Raj Kumar Bhuina Thana : Cossipur, District : North 24-Parganas, WEST BENGAL, PIN - 700002, Mobile No. : 6294719586, Status :Seller/Executant		
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. 3/-	Rs. 52,95,977/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 7,520/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: North 24-Parganas, P.S:- Baranagar, Municipality: BARANAGAR, Road: Gangadhar Sen Lane, Mouza: Palpara, Premises No: 1/B, , Ward No: 26 JI No: 7, Pin Code : 700036

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-3498 (RS :- )	LR-161	Bastu	Bastu	4 Katha 8 Chatak 31 Sq Ft	1/-	47,47,491/-	Width of Approach Road: 10 Ft., Adjacent to Metal Road,

District: North 24-Parganas, P.S:- Baranagar, Municipality: BARANAGAR, Road: Gangadhar Sen Lane, Mouza: Palpara, Premises No: 1, , Ward No: 26 JI No: 7, Pin Code : 700036

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	LR-3498 (RS :- )	LR-161	Bastu	Bastu	7 Chatak 35 Sq Ft	1/-	5,07,986/-	Width of Approach Road: 10 Ft., Adjacent to Metal Road,
Grand Total :					8.2981Dec	2 /-	52,55,477 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L2	200 Sq Ft.	1/-	40,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		200 sq ft	1 /-	40,500 /-	







# Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Sri Sri Banerwar Shibalinga And Sri Sri Sridhar Gramshila</b> 1, gangadhar Sen Lane, City:- , P.O:- Baranagar, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700036 Date of Incorporation:XX-XX-1XX3 , PAN No.: abxxxxxx7b,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

# Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Rittick Enterprise</b> 1A/H/2, Satchasi Para Road, City:- , P.O:- Cossipore, P.S:-Cossipur, District:-North 24-Parganas, West Bengal, India, PIN:- 700002 Date of Incorporation:XX-XX-1XX8 , PAN No.: amxxxxxx6e,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> <b>Mr Kalyanmoy Pal</b> Son of Late Panchu Gopal Pal Date of Execution - 02/12/2024, , Admitted by: Self, Date of Admission: 02/12/2024, Place of Admission of Execution: Office	<b>Photo</b>  Dec 2 2024 1:53PM	<b>Finger Print</b>  Captured LTI 02/12/2024	<b>Signature</b>  02/12/2024
1, Gangadhar Sen Lane, City:- , P.O:- Baranagar, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700036, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, Date of Birth:XX-XX-1XX5 , PAN No.: AHxxxxxx2K, Aadhaar No: 92xxxxxxxx4577 Status : Representative, Representative of : Sri Sri Banerwar Shibalinga And Sri Sri Sridhar Gramshila (as Sole Shebait)				
2	<b>Name</b> <b>Mr Raj Kumar Bhuina (Presentant )</b> Son of Mr Rabin Bhuina Date of Execution - 02/12/2024, , Admitted by: Self, Date of Admission: 02/12/2024, Place of Admission of Execution: Office	<b>Photo</b>  Dec 2 2024 1:54PM	<b>Finger Print</b>  Captured LTI 02/12/2024	<b>Signature</b>  02/12/2024
1A/H/2, Satsachipara Road, City:- , P.O:- Cossipore, P.S:-Cossipur, District:-North 24-Parganas, West Bengal, India, PIN:- 700002, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.: AMxxxxxx6E, Aadhaar No: 76xxxxxxxx9302 Status : Representative, Representative of : Rittick Enterprise (as Proprietor)				



### Identifier Details :

Name	Photo	Finger Print	Signature
<b>Smt Munmun Mazumder</b> Wife of Mr Abhijit Mazumder High Court Calcutta, City:- , P.O:- G P O, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001		 Captured	
	02/12/2024	02/12/2024	02/12/2024
Identifier Of Mr Kalyanmoy Pal, Mr Raj Kumar Bhunia			

### Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Sri Sri Banerwar Shibalinga And Sri Sri Sridhar Gramshila	Rittick Enterprise-7.49604 Dec

### Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Sri Sri Banerwar Shibalinga And Sri Sri Sridhar Gramshila	Rittick Enterprise-0.802083 Dec

### Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Sri Sri Banerwar Shibalinga And Sri Sri Sridhar Gramshila	Rittick Enterprise-200.00000000 Sq Ft

### Land Details as per Land Record

District: North 24-Parganas, P.S:- Baranagar, Municipality: BARANAGAR, Road: Gangadhar Sen Lane, Mouza: Palpara, Premises No: 1/B, , Ward No: 26 JI No: 7, Pin Code : 700036

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 3498, LR Khatian No:- 161		Seller is not the recorded Owner as per Applicant.

District: North 24-Parganas, P.S:- Baranagar, Municipality: BARANAGAR, Road: Gangadhar Sen Lane, Mouza: Palpara, Premises No: 1, , Ward No: 26 JI No: 7, Pin Code : 700036

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L2	LR Plot No:- 3498, LR Khatian No:- 161		Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 150612348 / 2024

On 29-11-2024

**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 52,95,977/-

*Kaustava Dey*

**Kaustava Dey**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. COSSIPORE**  
**DUMDUM**

North 24-Parganas, West Bengal

On 02-12-2024

**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 12:37 hrs on 02-12-2024, at the Office of the A.D.S.R. COSSIPORE DUMDUM by Mr Raj Kumar Bhuina ..

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

Execution is admitted on 02-12-2024 by Mr Kalyanmoy Pal, Sole Shebait, Sri Sri Banerwar Shibalinga And Sri Sri Sridhar Gramshila (Others), 1, gangadhar Sen Lane, City:- , P.O:- Baranagar, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700036

Indetified by Smt Munmun Mazumder, , Wife of Mr Abhijit Mazumder, High Court Calcutta, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 02-12-2024 by Mr Raj Kumar Bhuina, Proprietor, Rittick Enterprise (Sole Proprietorship), 1A/H/2, Satchasi Para Road, City:- , P.O:- Cossipore, P.S:-Cossipur, District:-North 24-Parganas, West Bengal, India, PIN:- 700002

Indetified by Smt Munmun Mazumder, , Wife of Mr Abhijit Mazumder, High Court Calcutta, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, 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 30/11/2024 1:45PM with Govt. Ref. No: 192024250296611618 on 30-11-2024, Amount Rs: 21/-, Bank: SBI  
EPay ( SBIPay), Ref. No. 8548934771715 on 30-11-2024, 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 500.00/-  
by online = Rs 7,020/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 262192, Amount: Rs.500.00/-, Date of Purchase: 29/11/2024, Vendor name: Suranjan Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 30/11/2024 1:45PM with Govt. Ref. No: 192024250296611618 on 30-11-2024, Amount Rs: 7,020/-, Bank: SBI EPay ( SBlePay), Ref. No. 8548934771715 on 30-11-2024, Head of Account 0030-02-103-003-02

*Kaustava Dey*

**Kaustava Dey**

**ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. COSSIPORE  
DUMDUM**

**North 24-Parganas, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1506-2024, Page from 361529 to 361570  
being No 150612348 for the year 2024.



*Kaustava Dey*

Digitally signed by KAUSTAVA DEY  
Date: 2024.12.03 14:09:57 +05:30  
Reason: Digital Signing of Deed.

(Kaustava Dey) 03/12/2024

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM  
West Bengal.