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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL



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Certified that the Document is admitted of Registration. The Signature Sheet and the endorsement sheets attached to this document are the part this Document.

Additional Registrar of Assurances-IV, Kolkata

Additional Registrar of Assurances-IV, Kolkata

2 MAR 2023

DEVELOPMENT AGREEMENT

THIS DEED OF AGREEMENT is made on this the *2nd* day of *March* Two Thousand Twenty Three BETWEEN

103939



*Dipak Kumar Saha*  
Advocate  
High Court, Calcutta

NAME	.....
ADD.	.....
RS.	.....
19 SEP 2022	
SURANJAN MUKHERJEE	
Licensed Stamp Vendor	
C. C. COURT	
2 & 3, N. S. Roy Road, Kol 1	

19 SEP 2022  
19 SEP 2022



*ma*

ADDITIONAL REGISTRAR OF ASSURANCES-IV, KOLKATA
- 2 MAR 2023





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



192022230304566518

GRN Details

GRN: 192022230304566518 Payment Mode: SBI Epay  
GRN Date: 21/02/2023 11:23:58 Bank/Gateway: SBIEpay Payment Gateway  
BRN : 9904087958825 BRN Date: 21/02/2023 11:25:41  
Gateway Ref ID: 5109306358 Method: Punjab National Bank - Retail and Corporate NB  
GRIPS Payment ID: 210220232030456650 Payment Init. Date: 21/02/2023 11:23:58  
Payment Status: Successful Payment Ref. No: 2000441204/1/2023  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: Mr DIPAK KUMAR SAHA  
Address: 2/1, RAMLAL AGARWAL LANE, KOLKATA 700050  
Mobile: 9830219513  
Period From (dd/mm/yyyy): 21/02/2023  
Period To (dd/mm/yyyy): 21/02/2023  
Payment Ref ID: 2000441204/1/2023  
Dept Ref ID/DRN: 2000441204/1/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000441204/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	74921
2	2000441204/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	369570
			<b>Total</b>	<b>444491</b>

IN WORDS: FOUR LAKH FORTY FOUR THOUSAND FOUR HUNDRED NINETY ONE ONLY.



(1) SRI DIPAK DASGUPTA, (PAN-ADTPD5530C), (Aadhaar No.7399 8468 3391), (Ph - 9432369296), son of Late Birendra Chandra Dasgupta, by occupation Business, residing at 53/2A, N. K. Ghosal Road, P.O. & Police Station Kasba, Kolkata - 700 042, (2) SRI RUDRENDRA NATH BISWAS, (PAN-ADQPB3456L), (Aadhaar No.3988 0392 2212), (Ph - 9477399540), son of Late Harendra Nath Biswas, by occupation Retired from Service, residing at 68, N. K. Ghosal Road, P.O. & Police Station Kasba, Kolkata - 700 042, (3) SRI ALOK DASGUPTA alias ALOKE DASGUPTA, (PAN-COAPD4857E), (Aadhaar No.4574 9472 0180), (Ph-7044617108), son of Late Birendra Chandra Dasgupta, by occupation Business, residing at 53/2A, N. K. Ghosal Road, P.O. & Police Station Kasba, Kolkata - 700 042, and (4) SRI ANIKET DASGUPTA, (PAN-BUJPD3119H), (Aadhaar No.9989 4564 2204), (Ph-9836147331), son of Sri Alok Dasgupta alias Alope Dasgupta, by occupation Student, residing at 53/2A, N. K. Ghosal Road, P.O. & Police Station Kasba, Kolkata - 700 042, all are by faith Hindu, by nationality Indian, hereinafter jointly 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 respective heirs, executors, legal representatives, administrators and assigns) of the FIRST PART.

A N D

GRIHAM PROPERTIES, (PAN- AATFG7065Q), a partnership, having its office at 48/1C, B. T. Road, P.O. & Police Station Sinthi, Kolkata - 700 050, represented by one of its Partners namely SRI RANJAN SAHA, (PAN- ALMPS4512L), (Aadhaar No.7716 6855 9440), (Ph-9831538366), son of Late Ratish Chandra Saha, by faith Hindu, by occupation Business, by nationality Indian, resident of 74, Desha Priya Nagar Colony, P.O. Sinthi, Police Station Baranagar, Kolkata – 700 050, hereinafter called and referred to as the "DEVELOPER" (which term of expression shall unless excluded by or repugnant to the context be deemed to mean and include its future partners, successor-in-office, representatives and assigns) of the SECOND PART.



WHEREAS by virtue of a Bengali Kobala dated 01/06/1964, registered in the office of the Sub – Registrar at Alipore, in Book No.I, Volume No.76, Pages 219 to 227, Being No.4143 for the year 1964, one Birendra Chandra Dasgupta purchased ALL THAT piece and parcel of land measuring 1 (one) Bigha 12 (twelve) Cottahs 11 (eleven) Chittaks 11 (eleven) sq. ft. more or less lying and situate in Mouza Kasba appertaining to old Dag Nos.2266, 2267(P) & 2268(P) under old Khatian No.1077, R.S. Khatian Nos.1054/2151 & 1055/2152, J.L. No.13, Touzi No.145, within the area of Jadavpur Police Station (previously P. S. Tallygunge Sadar), Dist. 24 – Parganas, morefully mentioned in schedule 'Ka' thereunder written, from the erstwhile owner Sri Kanailal Chattopadhyay for valuable consideration mentioned therein.

AND WHEREAS after the said purchase said Birendra Chandra Dasgupta got the said property mutated in his name in the records of the local Municipal office wherein it was recorded as Premises No.128, Prantik Pally and while absolutely seized and possessed of the said property, sold and conveyed the South-East portion of it measuring 4(four) Cottahs 14(fourteen) Chittaks 31(thirty one) sq. ft. more or less and retained the balance area measuring 1 (one) Bigha 7 (seven) Cottahs 12 (twelve) Chittaks 25 (twenty) sq. ft. more or less as his absolute property.

AND WHEREAS during his lifetime said Birendra Chandra Dasgupta made and published his last will and testament and which was duly executed and registered on 27/11/2009 in the office of A.D.S.R. Alipore, South 24 – Parganas, in Book No.III, CD Volume No.1, Pages 2954 to 2963, Being No.298 for the year 2009. By the said will said Birendra Chandra Dasgupta bequeathed the said property unto and in favour of his two sons namely Sri Dipak Dasgupta and Sri Alok Dasgupta @ Alope Dasgupta jointly.

AND WHEREAS after the death of said Birendra Chandra Dasgupta on 26/12/2015 his said Will was duly probated by the District Delegate at Alipore in Probate Case No.955 of 2016.

AND WHEREAS on the basis of the said probated will said Sri Dipak Dasgupta and Sri Alok Dasgupta @ Alope Dasgupta became the joint owners and / or co-sharers of the said property having a land area measuring 1 (one) Bigha 7 (seven) Cottahs 12 (twelve) Chittaks 25 (twenty) sq. ft. more or less lying and situate at and being Premises No.128, Prantik Pally, P.O. Haltu, Police Station Kasba, Kolkata – 700 042, morefully mentioned in the First Schedule hereunder written and were absolutely seized and possessed of or otherwise well and sufficiently entitled to the same with absolute right, title and interest therein, free from all encumbrances.

AND WHEREAS while jointly seized and possessed of the said property said Dipak Dasgupta gifted half of his undivided fifty percent share in the said property i.e. undivided 25% (1/4<sup>th</sup> share) of the said property to his wife Smt. Chhanda Dasgupta by virtue of a deed of gift dated 06/01/2020, registered in the office of A.D.S.R. Sealdah in Book No.I, Volume No.1606-2020, Page from 2082 to 2102, Being No.160600031 for the year 2020.

AND WHEREAS due to oversight the area of the said property and the gifted portion was wrongly printed in the said deed of gift dated 06/01/2020 and it was rectified by a Deed of Declaration dated 02/03/2023, registered in the office of the Addl. Registrar of Assurances – IV, Kolkata in Book No.I, Being No. 3178 for the year 2023.

AND WHEREAS while jointly seized and possessed of the said property said Sri Alok Dasgupta @ Alope Dasgupta gifted half of his undivided fifty percent share in the said property i.e. undivided 25% (1/4<sup>th</sup> share) of the said property to his son Sri Aniket Dasgupta by virtue of a deed of gift dated 06/01/2020, registered in the office of A.D.S.R. Sealdah in Book No.I, Volume No.1606-2020, Page from 1977 to 1997, Being No.160600030 for the year 2020.

AND WHEREAS due to oversight the area of the said property and the gifted portion was wrongly printed in the said deed of gift dated 06/01/2020 and it was rectified by a

Subscribed by  
Smt. Chhanda Dasgupta  
A. Dasgupta

Alok Dasgupta  
Sri Aniket Dasgupta



Deed of Declaration dated 02/03/2023 registered in the office of the Addl. Registrar of Assurances – IV, Kolkata in Book No.I, Being No. 3177 for the year 2023.

AND WHEREAS on becoming the owner of the said undivided 25% (1/4<sup>th</sup> share) of the said property said Smt. Chhanda Dasgupta gifted her undivided entire share in the said property i.e. undivided 25% (1/4<sup>th</sup> share) of the said property to her brother Sri Rudrendra Nath Biswas, by virtue of a deed of gift dated 21/01/2020, registered in the office of A.D.S.R. Sealdah in Book No.I, Volume No 1606-2020, Page from 9472 to 9491, Being No 160600228 for the year 2020.

AND WHEREAS due to oversight the area of the said property and the gifted portion was wrongly printed in the said deed of gift dated 21/01/2020 and it was rectified by a Deed of Declaration dated 02/03/2023 registered in the office of the Addl. Registrar of Assurances – IV, Kolkata in Book No.I, Being No. 3179 for the year 2023.

AND WHEREAS on the happening of the above events said Sri Dipak Dasgupta, Sri Alok Dasgupta @ Alope Dasgupta, Aniket Dasgupta and Sri Rudrendra Nath Biswas became the joint owners and or co-sharers of the said property now lying and situate at and being Premises No.128, Prantik Pally, P.O. Haltu, Police Station Kasba, Kolkata – 700 042, morefully mentioned in the First Schedule hereunder written and are absolutely seized and possessed of or otherwise well and sufficiently entitled to the same with absolute right, title and interest therein to anywise sell or transfer the same.

AND WHEREAS the above said Owners namely Sri Dipak Dasgupta, Sri Alok Dasgupta @ Alope Dasgupta, Aniket Dasgupta and Sri Rudrendra Nath Biswas jointly decided to develop the said property by constructing multi storied building/s thereon and offered the Developer herein to undertake the said project and the Developer agreed to take up the said project and upon such agreement the parties hereto entered into this Development Agreement under mutual terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

Rudrendra Nath Biswas  
A Dasgupta

Alok Das Gupta  
Dipak Das Gupta

Rudrendra Nath Biswas  
A. Das Gupta

Alok Das Gupta  
Dipak Das Gupta

1. This agreement shall be deemed to have commenced with effect from the date of execution of these presents.
  
2. The Owners are jointly seized and possessed of the entire property morefully mentioned in the First Schedule hereunder written and hereinafter for the sake of brevity referred to as the "SAID PROPERTY" and that the Said Property is free from all encumbrances, charges, liens, attachments, trust, lispensens, mortgages and other defects in title and the Said Property is not subject to any order of compulsory acquisitions or requisition whatsoever from any corner and / or under any law for the time being in force. The Developer, after going through the relevant original documents and having fully satisfied about the title of the owners' (first) scheduled property, has entered into this Agreement.
  
3.
  - i. The Owners declare that they are entitled to enter into this agreement with the Developer and they have full right and absolute authority to sign and execute the same.
  
  - ii. That the Owners have not agreed, committed or contracted or entered into any agreement for sale or Lease or Development of the Said Property or any part thereof with any person or persons prior to this agreement and they have not created any mortgage, charge or any other encumbrances on the Said Property as mentioned herein.
  
  - iii. That the Owners have not done any act, deed, matter or thing whereby or by reason whereof, the Development of the Said Property may be prevented or affected in any manner whatsoever.



- iv. That the Owners shall pay municipal taxes, arrear taxes and other outgoing, if any, in respect of the said property upto the date of completion of this agreement. If upon the request of the Owners, the Developer carries out the said jobs / payment from its pocket then the Owners will reimburse the said expenses or the same would be adjusted from final payment.
4. The Owners and the Developer have entered into this agreement purely as a contract and under no circumstances this shall be treated as partnership as between the parties and / or be treated as association of persons.
  5. That in pursuance of the aforesaid intention the Owners will deliver possession of the Said property to the Developer simultaneously with the execution of this agreement and thereby grant exclusive right to the Developer to enter into the Said Property and to promote, develop and construct the multi-storied building/s thereon, consisting of several flats, shops, units and spaces in accordance with the proposed building plan to be sanctioned by the Kolkata Municipal Corporation with or without such amendment with / or modification that may be advised by the Architect / Engineer and thereafter sell the flats, units and spaces etc. of the Developer's allocation to the prospective Purchasers and appropriate the sale proceeds.
  6. Upon taking possession of the Said Property or part thereof the Developer shall measure and survey the Said Property at its cost and then prepare or cause to be prepared a feasible building plan for the said property and sign the same and get the same approved and sanctioned from the Kolkata Municipal Corporation.
  7. All application, plans, revised plan and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer on behalf of the Owners and the Developer shall pay and bear all fees including fees of the Architects / Engineers / L.B.S. and charges and expenses required to be

paid or deposited for the purpose of sanction / development of the Said Premises. The Developer shall be at liberty to make necessary application for the purpose to the authorities concerned at its costs and expenses in the name of the Owners and the Owners shall, if necessary, join in such application.

8. The Developer shall commence the construction of the proposed multi-storied building in the said property in accordance with the sanctioned building plan and shall complete the construction in all respect within 36 (thirty six.) months from the date of commencement of the construction after sanction of the building plan, subject to force majeure (i.e. flood, earth-quake, riot, war, storm, tempest, civil commotion, strike or any prohibitory order from any court, Kolkata Municipal Corporation or any other authority / authorities and / or other act or commission beyond the control of the Developer such as non availability of cement, steel and other building materials statutes and ordinances or orders of the Government). The Developer will start the construction within three months from the date of sanction of the building plan by the KMC.
9. The Developer shall at its costs construct, erect and complete the proposed building at the Said Premises with good and standard quality of materials and with such specification as are mentioned in the specification of second schedule of the building hereunder and as may be recommended by the Architect / Engineer from time to time.
10. The Developer shall at it cost install and erect in the said building standard pump etc. overhead tanks, common electric wiring and installations and other facilities as are required to be provided in a residential commercial building having self contained apartments and other units.
11. The Developer shall apply for and obtain temporary and permanent connections of water, drains, sewerage and / or other facilities, if any, available to the new



building and other facilities required for the construction or enjoyment of the building at the entire cost of the Developer.

12. The Developer shall at its costs and expenses and without creating any financial or other liabilities on the Owners, construct and complete the said proposed building and various units and / or flats, shops, spaces therein and all costs, charges and expenses in relation thereto shall be discharged and paid by the Developer and the Owners will have no responsibility in respect thereof.
13. The Developer shall upon the execution of this agreement be at liberty to advertise, fix hoarding or sign board of any kind relating to the publicity for and / or inviting the intending purchasers for the sale of flats, shops, units of the Developer's allocation with exclusive right and authority to negotiate for the sale of such flats, shops, units and spaces together with proportionate share of land to any prospective buyers before, after or in course of construction of work of the said building at such consideration and on such terms and conditions as the Developer shall think fit and proper. It is clearly agreed and declared by the parties herein that the entire consideration money for such transfer or transfers as aforesaid including advance money or part payments thereof shall be received by the Developer. The Owners herein will have no liabilities, right and share and will not be entitled to any portions thereof.
14. OWNERS' ALLOCATION : That in lieu of and in consideration of the Owners allowing the Developer to construct the proposed multi-storied building in the said Land / Premises and in lieu of the Developer's allocation and / or interest and benefits as provided herein and in lieu of the compensatory cost of the land attributable to the Developer's allocation, the Developer hereby agrees to meet the apparent consideration and shall give free of cost the following allocation to the Owners as Owners' allocation:

Four flats each measuring 1000 sq. ft. (one thousand sq. ft.) more or less built up area (which would include proportionate share of stair case, lift area, and lobby area) and four Car Parking Spaces in the Ground floor, each measuring 135 sq. ft. more or less and non-refundable money in the following manner:

TO DIPAK DASGUPTA : Non-refundable money of Rs.2,84,50,000/- (Rupees two crore eighty four lakh fifty thousand) only and one Flat on the First floor of the Front Block of the proposed building at the said premises, measuring 1000 (one thousand) sq. ft. more or less built up area (which would include proportionate share of stair case, lift area, and lobby area) and one Car Parking Space in the Ground floor, each measuring 135 sq. ft. more or less. Out of the said amount a sum of Rs.2,40,60,000/- (Rupees two crore forty lakh sixty thousand) only has been paid by the Developer to him on or before the execution of this Agreement. Balance amount will be paid before sanction of the building plan.

TO RUDRENDRA NATH BISWAS : Non-refundable money Rs.5,50,000/- (Rupees five lakh fifty thousand) only and one Flat on the First floor of the Front Block of the proposed building at the said premises, measuring 1000 (one thousand) sq. ft. more or less built up area (which would include proportionate share of stair case, lift area, and lobby area) and one Car Parking Space in the Ground floor, each measuring 135 sq. ft. more or less. The said entire amount of Rs.5,50,000/- (Rupees five lakh fifty thousand) only has been paid by the Developer to him on or before the execution of this Agreement.

TO ALOK DASGUPTA @ ALOKE DASGUPTA : Non-refundable money Rs.1,50,00,000/- (Rupees one crore fifty lakh) only and one Flat on the First floor of the Rear Block of the proposed building at the said premises, measuring 1000 (one thousand) sq. ft. more or less built up area (which would include proportionate share of stair case, lift area, and lobby area) and



one Car parking Space in the Ground floor, each measuring 135 sq. ft. more or less. Out of the said amount a sum of Rs. 1,03,44,865/- (Rupees one crore three lakh forty four thousand eight hundred sixty five) only has been paid by the Developer to him on or before the execution of this Agreement. Balance amount will be paid after sanction of the building plan.

TO ANIKET DASGUPTA : Non-refundable money Rs. 70,00,000/- (Rupees seventy lakh) only and one Flat on the First floor of the Rear Block of the proposed building at the said premises, measuring 1000 (one thousand) sq. ft. more or less built up area (which would include proportionate share of stair case, lift area, and lobby area) and one Car Parking Space in the Ground floor, each measuring 135 sq. ft. more or less. Out of the said amount a sum of Rs. 20,00,000/- (Rupees twenty lakh) only has been paid by the Developer to him on or before the execution of this Agreement. Balance amount will be paid after sanction of the building plan

(Be it mentioned here that all payments will be made after deducting TDS).

The Owners allocation will be distributed amongst the owners in the above manner and the owners after taking delivery of their allocation will get their allocation partitioned or transferred as per law, *through registration of partition deed.*

15. DEVELOPER'S ALLOCATION: After providing the Owners' allocation, the balance constructed area will be the Developer's allocation and the Developer as lawful beneficial owner thereof shall be entitled to sale, transfer or otherwise alienate the said portion / allocation on its own motion / volition and appropriate the sale proceed

16. The respective party will bear and or take the responsibility of payment of the GST and other taxes in respect of their respective Allocation.

*A. Das Gupta*

*Aniket Das Gupta*

*Aniket Das Gupta*  
*Aniket Das Gupta*

17. The Owners shall not obstruct or withheld or in any way interfere in the process of construction of the said building by the Developer. The Owners hereby authorize the Developer to do, execute and perform all acts, deeds, matters and things for the purpose of or relating to the construction of the said building.
18. The Owners shall not do any act or thing whereby the Developer shall be prevented from constructing and completing and / or doing any other act relating to the said building and selling, assigning and / or disposing of the Developer's allocation in the said building to the intending buyers / transferees.
19. The Owners above-named shall always co-operate the Developer for commercial exploitation of the said plot of land and premises and at the request of the Developer shall at all times sign necessary applications, affidavits, documents, deeds and agreements and shall at the like request of the Developer appear in all such office or offices as may be required for the purpose of implementation of the scheme of the said development on the Said Premises.
20. The Owners herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of their Said property or any portion thereof at any time during the subsistence of this agreement nor shall let out, lease out, mortgage, charge or deliver possession of the Said property or any portion thereof to any third party without the consent in writing of the Developer on and from the date of execution of this agreement.
21. The Owners shall keep the Developer indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by the Owners in respect of the Said Property or for the act and conduct of the Owners or otherwise and vice versa.
22. That the Owners, by separate registered Development Power of Attorney, shall appoint, nominate and constitute the Developer as their Attorney to do all acts,



deeds and things as required for the purpose of commercial exploitation of the Said Premises including the authority to enter into agreement for sale of flats, shops, spaces and units either in complete or in incomplete condition of the Developer's allocated share only and receive the earnest money and the entire consideration without creating charge over the Owners' allocated portion or the land. The Owners shall furnish all relevant papers and documents and all necessary information in respect of the Said Property.

23. The Owners hereby authorize and empower the Developer to construct the said proposed building in the Said Premises at its costs and expenses or sum procured from the intending Purchasers and outside sources with power to sell and / or transfer in anywise the flats, units and spaces therein constructed of the Developer's allocation save and except the Owners' allocation to any intending purchasers / transferees at such amount as the Developer may deem fit and proper and to appropriate the entire sale / transfer proceeds by it.
24. The original papers and documents and title deeds in respect of the Said property / Premises will be delivered by the Owners to the Developer and the said deeds as well as the sanctioned building plans during the period of construction shall be kept with the Developer so that interested persons / intending buyers shall be entitled to have inspection and upon completion of the building the same shall be handed over to the Owners.
25. The Developer shall on completion of construction of the Owners' allocated portion / flat put the Owners or their nominated persons in undisputed possession of the Owners' allocation Together with the rights in common to the Owners, facilities and amenities relating to the building and Premises. The Developer shall be liable to deliver possession of the Owners' allocation in the newly constructed building to the Owners before delivery of possession to the other buyers of the flats under Developer's allocation. Be it mentioned here that after construction of the Owners' allocated portion of the said building completed in

all respects and with all amenities whatsoever for habitation the Developer shall give notice in writing to the Owners requiring the Owners to take, within 15 days from such notice, possession of the Owners' allocation in the said building agreed to be provided as consideration as per terms of this Agreement and the Owners shall be exclusively responsible for payment of all Municipal Taxes, rates, maintenance charges, dues and other Public outgoings and impositions whatsoever payable in respect of the Owners' allocation from the date taking possession of the allocation and the said rates are to be proportionate prorate with reference to the allocation space in the building. If, however, the Owners fail to take possession of their allocation within such period, then upon expiry of such period the Developer will be at liberty to deliver possession of its allocation to its purchasers.

26. The Owners will be entitled to transfer or otherwise deal with the Owners' allocation as per their absolute discretion. The Owners will be entitled to and enjoy the common rights similar to the other flat owners of the proposed building at the said premises. The Developer will obtain Completion Certificate of the proposed building at its costs.
27. That the top roof of the proposed building will be common to all the apartment owners.
28. That after completion of the building and after selling out all or any of the flats and units the Co-Owners of the building shall form an Association and the said Association shall manage and maintain all the affairs of the said building / premises. The Owners shall join the said association and each member shall abide by the bye-laws and regulations of the Association.
29. That as from the date of taking possession of the Owners' allocation, the Owners shall be responsible to pay proportionate share of all common expenses.



30. That on the death of any party shall not have the effect of termination of this agreement but in such case the nominees of the parties shall automatically step into the binding and shares of the respective side to all intents and purposes.
31. That if any dispute crops up in respect of the title of the Property at the beginning or during the course of development, the same shall be set right by the Owners at their own costs and expenses and the Owners shall take responsibility of persons in respect of the Said Property or having any sorts of direct or indirect interest in the Said Property.
32. Any notices required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the Owners if delivered by hand duly acknowledge or sent by prepaid registered post with acknowledgement due to address given above and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by prepaid registered post to the address of the Developer herein.
33. The Court having jurisdiction will have due authority to try and determine any dispute / differences between the parties hereof out of the terms of the present Agreement.

FIRST SCHEDULE:

(Description of the property)

ALL THAT piece and parcel of land measuring 1 (one) Bigha 07 (seven) Cottahs 12 (twelve) Chittaks 25 (fifteen) sq. ft. more or less together with Kutcha structure measuring 100 sq. ft. more or less, lying and situate in Mouza Kasba appertaining to old Dag Nos.2266, 2267(P) & 2268(P) under old Khatian No.1077, R.S. Khatian Nos.1054/2151 & 1055/2152, L. R. Khatian Nos.2339, 2340, 2341 & 2342, J.L. No.13, Touzi No.145, being Premises No.128, Prantik Pally, P.O. Haltu, Police Station Kasba, Kolkata – 700 042, in Ward No.107, Assessee No.311071201288, Borough No.XII,

within the local limits of Kolkata Municipal Corporation, under A.D.S.R. Alipore, butted and bounded by:

ON THE NORTH : Hutment;

ON THE SOUTH : Prantik Pally Road;

ON THE EAST : Premises No.128/1, Prantik Pally;

ON THE WEST : Premises Nos.24, 110/1 & 203/1, Prantik Pally.

#### SECOND SCHEDULE

(The building shall be constructed as per the following specification)

- Structure : RCC framed structure with bricks walls.
- Finish : Living/ Dining/ Bed Rooms-Smooth POP finish. External- High quality waterproof acrylic paint.
- Flooring : Vitrified tiles.
- Kitchen : Anti skid semi glazed Ceramic tiles on floors. Glazed Ceramic tiles up to 2.5 ft above working platform . Platform of black stone counter with Sink.
- Toilet : Concealed pipe line with hot & cold water lines. Ceramic tiles up to door top level. Anti skid semi glazed Ceramic tiles on floors. White Ceramic Sanitary ware. C P fittings of reputed company. PVC door on toilet.
- Doors : Exterior Doors – One side teak pasted flush door with polished finish.  
Interior Doors – All other doors flush Door.
- Windows : Sliding Aluminum windows with glass panel protected by grill.
- Water Supply : KMC water supply with overhead tank. Underground reservoir for storage and supply.



IN WITNESS whereof the parties hereto put their respective sign, seal and signature hereunto on the day, month and year first above written.

WITNESSES:

1. Sumit Kumar De  
5/13, Chidam Mudi Lane,  
Kolkata - 700006.

2. Sumit Ash.  
33/1 B, Baghajatin Road,  
Kol - 36

1. Dipak Das Gupta

2. Pradanda Neth Bantia

3. Aban Das Gupta

4. A. Das Gupta

\_\_\_\_\_  
Signature of the Owners

Drafted and prepared by:

*Dipak Kumar Saha*

Dipak Kumar Saha

Advocate

High Court, Calcutta

W. B. No.319/1991.

GRIHAM PROPERTIES  
*Dipak Kumar Saha*  
Partner

\_\_\_\_\_  
Signature of the Developer

MEMO OF CONSIDERATION

Total amount so far paid by the Developer to the Owners is Rs.3,69,54,865/- (Rupees three crore sixty nine lakh fifty four thousand eight hundred sixty five) only in the following manner:

(1) I, Dipak Dasgupta, received the sum of Rs.2,40,60,000/- (two crore forty lakh sixty thousand) only in the following manner:

Chq.no.	Date	Bank	Branch	Amt./Rs.
422610	13.11.2019	P.N.B.	South Sinthee	49,50,000/-
TDS				5,50,000/-
NEFT	23.07.2021	P.N.B.	South Sinthee	18,00,000/-
TDS				2,00,000/-
NEFT	01.09.2021	P.N.B.	South Sinthee	27,00,000/-
TDS				3,00,000/-
NEFT	02.08.2021	P.N.B.	South Sinthee	18,00,000/-
TDS				2,00,000/-
NEFT	15.11.2021	P.N.B.	South Sinthee	5,04,000/-
TDS				56,000/-
NEFT	13.01.2023	P.N.B.	South Sinthee	22,50,000/-
TDS				2,50,000/-
NEFT	14.01.2023	P.N.B.	South Sinthee	22,50,000/-
TDS				2,50,000/-
NEFT	01.02.2023	P.N.B.	South Sinthee	18,00,000/-
TDS				2,00,000/-
NEFT	02.02.2023	P.N.B.	South Sinthee	18,00,000/-
TDS				2,00,000/-
NEFT	03.02.2023	P.N.B.	South Sinthee	18,00,000/-
TDS				2,00,000/-
			TOTAL	2,40,60,000/-

WITNESSES:

1. Sumit Kumar De.  
51B, Chidam Mudikane,  
Kolkata - 700006.
2. Sumee Ash.  
33/LB, Baghajatin Road,  
Kolkata - 36.

*Dipak Das Gupta*

Signature of Dipak Dasgupta



(2) I, Rudrendra Nath Biswas, received the sum of Rs.5,50,000/- (five lakh fifty thousand) only in the following manner:

Chq.no.	Date	Bank	Branch	Amt./Rs.
422620	29.01.2020	P.N.B.	South Sinthee	4,95,000/-
TDS				55,000/-
			TOTAL	5,50,000/-

WITNESSES:

1. Sumit Kumar De.  
5113, Chidam Mudihane,  
Kolkata - 700006.

*Rudrendra Nath Biswas*

Signature of Rudrendra Nath Biswas

2. Sumit Ash.  
33/1B, Baghajatin Road,  
Kolkata - 36.

(3) I, Aniket Dasgupta, received the sum of Rs.20,00,000/- (twenty lakh) only in the following manner:

Chq.no.	Date	Bank	Branch	Amt./Rs.
422619	29.01.2020	P.N.B.	South Sinthee	4,95,000/-
TDS				55,000/-
NEFT	01.01.2022	P.N.B.	South Sinthee	4,05,000/-
TDS				45,000/-
NEFT	20.10.2022	P.N.B.	South Sinthee	4,50,000/-
TDS				50,000/-
NEFT	14.01.2022	P.N.B.	South Sinthee	4,50,000/-
TDS				50,000/-
			TOTAL	20,00,000/-

WITNESSES:

1. Sumit Kumar De.  
5113, Chidam Mudihane,  
Kolkata - 700006.

*A. Dasgupta*

Signature of Aniket Dasgupta

2. Sumit Ash.  
33/1B, Baghajatin Road,  
Kolkata - 36.

(4) I, Alok Dasgupta @ Alope Dasgupta, received the sum of Rs.1,03,44,865/- (one crore three lakh forty four thousand eight hundred sixty five) only in the following manner:

Chq.no.	Date	Bank	Branch	Amt./Rs.
422613	13.11.2019	PNB	South Sinthee	49,50,000/-
TDS				5,50,000/-
NEFT	01.02.2021	PNB	South Sinthee	8,00,000/-
TDS				64,865/-
NEFT	07.04.2021	PNB	South Sinthee	7,03,000/-
NEFT	08.04.2021	PNB	South Sinthee	8,000/-
TDS				79,000/-
NEFT	24.05.2021	PNB	South Sinthee	2,25,000/-
TDS				25,000/-
NEFT	03.06.2021	PNB	South Sinthee	3,15,000/-
TDS				35,000/-
NEFT	14.06.2021	PNB	South Sinthee	6,30,000/-
TDS				70,000/-
NEFT	15.11.2021	PNB	South Sinthee	5,04,000/-
TDS				56,000/-
NEFT	26.07.2022	PNB	South Sinthee	2,97,000/-
TDS				33,000/-
NEFT	20.10.2022	PNB	South Sinthee	4,50,000/-
TDS				50,000/-
NEFT	13.01.2023	PNB	South Sinthee	4,50,000/-
TDS				50,000/-
			TOTAL	1,03,44,865/-

WITNESSES:

1. Sumit kumar De  
51B, Chidam Mudikone,  
Kolkata - 700006.

2. Sumit Ash  
33/1B, Baghajatin Road,  
Kolkata - 36.

Alok Das Gupta

Signature of Alok Dasgupta @ Alope  
Dasgupta

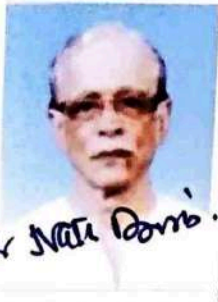


# SPECIMEN FORM FOR TEN FINGERPRINTS





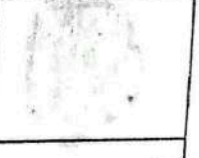


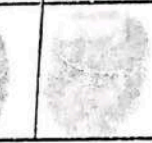




*Dybek Deshpre*

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



*Anderson Nate Davis*

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

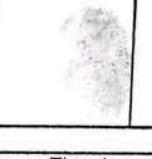











*Alonzo D...*

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



*A. Das*

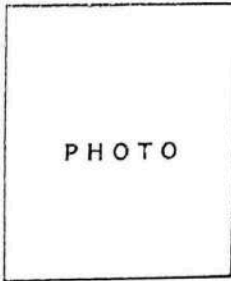
	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb		Fore Finger	Middle Finger	Ring Finger
Right Hand					

# SPECIMEN FORM FOR TEN FINGERPRINTS

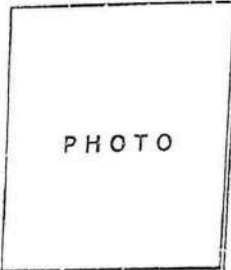


*Ray*

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



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



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



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



## Major Information of the Deed

Deed No :	I-1904-03185/2023	Date of Registration	02/03/2023
Query No / Year	1904-2000441204/2023	Office where deed is registered	
Query Date	18/02/2023 7:23:55 AM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Dipak Kumar Saha 2/1, Ramlal Agarwal Lane, Thana : Baranagar, District : North 24-Parganas, WEST BENGAL, PIN - 700050, Mobile No. : 9830219513, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 3,69,54,865/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 6,59,30,978/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 3,69,654/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

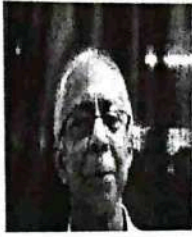

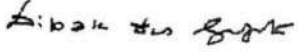


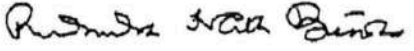


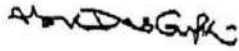
District: South 24-Parganas, P.S:- Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Prantik Pally, Road Zone : (Other than on R.B. Connector -- Other than on R.B. Connector) , , Premises No: 128, , Ward No: 107 Pin Code : 700042

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	1 Bigha 7 Katha 12 Chatak 25 Sq Ft	1/-	6,59,03,978/-	Property is on Road
<b>Grand Total :</b>				<b>45.8448Dec</b>	<b>1 /-</b>	<b>659,03,978 /-</b>	



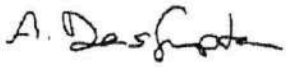
### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	27,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
<b>Total :</b>		<b>100 sq ft</b>	<b>1 /-</b>	<b>27,000 /-</b>	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Mr DIPAK DASGUPTA</b> Son of Late Birendra Chandra Dasgupta Executed by: Self, Date of Execution: 02/03/2023 , Admitted by: Self, Date of Admission: 02/03/2023 ,Place : Office			<b>Signature</b> 
	02/03/2023	LTI 02/03/2023	02/03/2023	
53/2A, N.K. Ghosal Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700042 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx0C, Aadhaar No: 73xxxxxxxx3391, Status :Individual, Executed by: Self, Date of Execution: 02/03/2023 , Admitted by: Self, Date of Admission: 02/03/2023 ,Place : Office				
2	<b>Name</b> <b>Mr RUDRENDRA NATH BISWAS</b> Son of Late Harendra Nath Biswas Executed by: Self, Date of Execution: 02/03/2023 , Admitted by: Self, Date of Admission: 02/03/2023 ,Place : Office			<b>Signature</b> 
	02/03/2023	LTI 02/03/2023	02/03/2023	
68, N.K. Ghosal Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700042 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ADxxxxxx6L, Aadhaar No: 39xxxxxxxx2212, Status :Individual, Executed by: Self, Date of Execution: 02/03/2023 , Admitted by: Self, Date of Admission: 02/03/2023 ,Place : Office				
3	<b>Name</b> <b>Mr ALOK DASGUPTA, (Alias: Mr ALOKE DASGUPTA)</b> Son of Late Birendra Chandra Dasgupta Executed by: Self, Date of Execution: 02/03/2023 , Admitted by: Self, Date of Admission: 02/03/2023 ,Place : Office			<b>Signature</b> 
	02/03/2023	LTI 02/03/2023	02/03/2023	
53/2A, N.K. Ghosal Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700042 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: COxxxxxx7E, Aadhaar No: 45xxxxxxxx0180, Status :Individual, Executed by: Self, Date of Execution: 02/03/2023 , Admitted by: Self, Date of Admission: 02/03/2023 ,Place : Office				



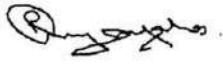


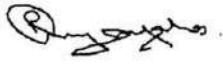


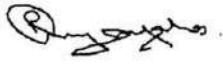


Name	Photo	Finger Print	Signature
<b>Mr ANIKET DASGUPTA</b> Son of Mr Alok Dasgupta Alias Alope Dasgupta Executed by: Self, Date of Execution: 02/03/2023 , Admitted by: Self, Date of Admission: 02/03/2023 ,Place : Office			
	02/03/2023	LTI 02/03/2023	02/03/2023
53/2A, N.K. Ghosal Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700042 Sex: Male, By Caste: Hindu, Occupation: Student, Citizen of: India, PAN No.:: bUxxxxxx9H, Aadhaar No: 99xxxxxxxx2204, Status :Individual, Executed by: Self, Date of Execution: 02/03/2023 , Admitted by: Self, Date of Admission: 02/03/2023 ,Place : Office			




**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>GRIHAM PROPERTIES</b> 48/1C, B.T. Road, City:- , P.O:- Sinthi, P.S:-Sinthi, District:-North 24-Parganas, West Bengal, India, PIN:- 700050 , PAN No.:: AAxxxxxx5Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative 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> <b>Mr RANJAN SAHA (Presentant)</b>            Son of Late Ratish Chandra Saha            Date of Execution - 02/03/2023, , Admitted by: Self, Date of Admission: 02/03/2023, Place of Admission of Execution: Office         </td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Mar 2 2023 1:34PM</td> <td>LTI 02/03/2023</td> <td>02/03/2023</td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	<b>Mr RANJAN SAHA (Presentant)</b> Son of Late Ratish Chandra Saha Date of Execution - 02/03/2023, , Admitted by: Self, Date of Admission: 02/03/2023, Place of Admission of Execution: Office					Mar 2 2023 1:34PM	LTI 02/03/2023	02/03/2023
Name	Photo	Finger Print	Signature										
<b>Mr RANJAN SAHA (Presentant)</b> Son of Late Ratish Chandra Saha Date of Execution - 02/03/2023, , Admitted by: Self, Date of Admission: 02/03/2023, Place of Admission of Execution: Office													
	Mar 2 2023 1:34PM	LTI 02/03/2023	02/03/2023										
74, Desha Priya Nagar Colony, City:- , P.O:- Sinthi, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700050, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALxxxxxx2L, Aadhaar No: 77xxxxxxxx9440 Status : Representative, Representative of : GRIHAM PROPERTIES (as Partner)													

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Dipak Kumar Saha</b> Son of Late A.K. Saha 2/1, Ramlal Agarwal Lane, City:- , P.O:- Sinthi, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700050			
	02/03/2023	02/03/2023	02/03/2023



Endorsement For Deed Number : I - 190403185 / 2023

On 02-03-2023

**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 12:47 hrs on 02-03-2023, at the Office of the A.R.A. - IV KOLKATA by Mr RANJAN SAHA ,.

**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 6,59,30,978/-

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

Execution is admitted on 02/03/2023 by 1. Mr DIPAK DASGUPTA, Son of Late Birendra Chandra Dasgupta, 53/2A, N.K. Ghosal Road, P.O: Kasba, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700042, by caste Hindu, by Profession Business, 2. Mr RUDRENDRA NATH BISWAS, Son of Late Harendra Nath Biswas, 68, N.K. Ghosal Road, P.O: Kasba, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700042, by caste Hindu, by Profession Retired Person, 3. Mr ALOK DASGUPTA, Alias Mr ALOKE DASGUPTA, Son of Late Birendra Chandra Dasgupta, 53/2A, N.K. Ghosal Road, P.O: Kasba, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700042, by caste Hindu, by Profession Business, 4. Mr ANIKET DASGUPTA, Son of Mr Alok Dasgupta Alias Alope Dasgupta, 53/2A, N.K. Ghosal Road, P.O: Kasba, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700042, by caste Hindu, by Profession Student

Indetified by Mr Dipak Kumar Saha, , , Son of Late A.K. Saha, 2/1, Ramlal Agarwal Lane, P.O: Sinthi, Thana: Baranagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700050, by caste Hindu, by profession Advocate

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

Execution is admitted on 02-03-2023 by Mr RANJAN SAHA, Partner, GRIHAM PROPERTIES (Partnership Firm), 48/1C, B.T. Road, City:- , P.O:- Sinthi, P.S:-Sinthi, District:-North 24-Parganas, West Bengal, India, PIN:- 700050

Indetified by Mr Dipak Kumar Saha, , , Son of Late A.K. Saha, 2/1, Ramlal Agarwal Lane, P.O: Sinthi, Thana: Baranagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700050, by caste Hindu, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 3,69,654.00/- ( B = Rs 3,69,549.00/- ,E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 3,69,570/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/02/2023 11:25AM with Govt. Ref. No: 192022230304566518 on 21-02-2023, Amount Rs: 3,69,570/-, Bank: SBI EPay ( SBlePay), Ref. No. 9904087958825 on 21-02-2023, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 74,921/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 103939, Amount: Rs.100.00/-, Date of Purchase: 19/09/2022, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/02/2023 11:25AM with Govt. Ref. No: 192022230304566518 on 21-02-2023, Amount Rs: 74,921/-, Bank: SBI EPay ( SBlePay), Ref. No. 9904087958825 on 21-02-2023, Head of Account 0030-02-103-003-02



**Mohul Mukhopadhyay**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - IV KOLKATA**  
**Kolkata, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2023, Page from 174830 to 174862

being No 190403185 for the year 2023.



*mm*  
Digitally signed by MOHUL  
MUKHOPADHYAY  
Date: 2023.03.06 18:20:42 +05:30  
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2023/03/06 06:20:42 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
West Bengal.

**(This document is digitally signed.)**