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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AH 340105

2 PM
12/8

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

Add. District Sub-Registrar
Behala, South 24 Parganas

12 AUG 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 12th day of August, 2022 (Two Thousand Twenty Two),

BETWEEN

22/2427255/22

7609

10 AUG 2022

No.....Rs.- **100/-** - Date.....

Name:.....

Address:.....

Vendor:.....

Avya Sengupta

- Advocate

Alipur Police Court
Kolkata-27

Alipur Collectorate, 24 Pgs. (S)

SUBHANKAR DAS
STAMP VENDOR
Alipur Police Court, Kol-27



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A.D.S.R. Behala
12 AUG 2022
Dist: South 24 Pgs.

Major Information of the Deed

Deed No :	I-1607-11274/2022	Date of Registration	12/08/2022
Query No / Year	1607-2002427255/2022	Office where deed is registered	
Query Date	10/08/2022 9:26:08 AM	A.D.S.R. BEHALA, District: South 24-Parganas	
Applicant Name, Address & Other Details	Avra Sengupta Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9874187490, 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 : 4,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 30,37,498/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 7,121/- (Article:48(g))	Rs. 4,021/- (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:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kailash Ghosh Road, . Premises No: 36, , Ward No: 123 Pin Code : 700008

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha 12 Chatak	1/-	20,24,998/-	Property is on Road
Grand Total :				6.1875Dec	1/-	20,24,998 /-	

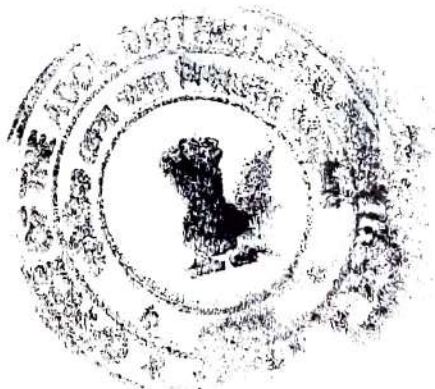
Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1500 Sq Ft.	1/-	10,12,500/-	Structure Type: Structure




Gr. Floor, Area of floor : 750 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor : 750 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Total :	1500 sq ft	1/-	10,12,500 /-	
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Land Lord Details :

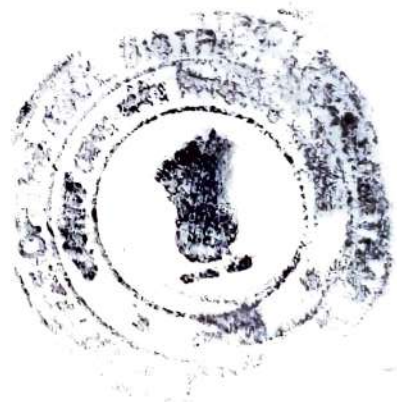
SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs Dipali Dasgupta Wife of Late Biplab Dasgupta Executed by: Self, Date of Execution: 12/08/2022 , Admitted by: Self, Date of Admission: 12/08/2022 ,Place : Office	 12/08/2022	 LTI 12/08/2022	 12/08/2022
42/1, Kailash Ghosh Road, City:- , P.O:- Barisha, P.S:-Thakurpukur, District:-South24-Parganas, West Bengal, India, PIN:- 700008 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: bbxxxxxx8p, Aadhaar No: 70xxxxxxxx3447, Status :Individual, Executed by: Self, Date of Execution: 12/08/2022 , Admitted by: Self, Date of Admission: 12/08/2022 ,Place : Office				


Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	R R DEVELOPERS 1/1, Kailash Ghosh Road, City:- , P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 , PAN No.:: aaxxxxxx5r,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			



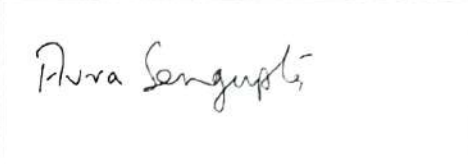
Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Narayan Chandra Sen (Presentant) Son of Mr Ramendra Mohan Sen Date of Execution - 12/08/2022, , Admitted by: Self, Date of Admission: 12/08/2022, Place of Admission of Execution: Office	 Aug 12 2022 4:42PM	 LTI 12/08/2022	 12/08/2022
1/1, Kailash Ghosh Road, City:- , P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: avxxxxxx7a, Aadhaar No: 43xxxxxxxx5955 Status : Representative, Representative of : R R DEVELOPERS (as partner)				



Name	Photo	Finger Print	Signature
Mrs Anjana Sen Wife of Mr Narayan Chandra Sen Date of Execution - 12/08/2022, , Admitted by: Self, Date of Admission: 12/08/2022, Place of Admission of Execution: Office	 <small>Aug 12 2022 4:43PM</small>	 <small>LTI 12/08/2022</small>	 <small>12/08/2022</small>
1/1, Kailash Ghosh Road, City:- , P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: csxxxxxx4m, Aadhaar No: 67xxxxxxxx6640 Status : Representative, Representative of : R R DEVELOPERS (as partner)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Avra Sengupta Son of Late Amitava Sengupta Alipore Police Court. City:- , P.O:- Alipore, P.S:-Alipore. District:-South 24-Parganas, West Bengal, India. PIN:- 700027	 <small>12/08/2022</small>	 <small>12/08/2022</small>	 <small>12/08/2022</small>

Identifier Of Mrs Dipali Dasgupta, Mr Narayan Chandra Sen, Mrs Anjana Sen

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs Dipali Dasgupta	R R DEVELOPERS-6.1875 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mrs Dipali Dasgupta	R R DEVELOPERS-1500.0000000 Sq Ft

On 12-08-2022

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 (a) of Indian Stamp Act 1899.

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

Presented for registration at 14:00 hrs on 12-08-2022, at the Office of the A.D.S.R. BEHALA by Mr Narayan Chandra Sen ,.

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 30,37,498/-

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

Execution is admitted on 12/08/2022 by Mrs Dipali Dasgupta, Wife of Late Biplab Dasgupta, 42/1, Kailash Ghosh Road, P.O: Barisha, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession House wife

Indetified by Mr Avra Sengupta, , , Son of Late Amitava Sengupta, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 12-08-2022 by Mr Narayan Chandra Sen, partner, R R DEVELOPERS (Partnership Firm), 1/1, Kailash Ghosh Road, City:- , P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008

Indetified by Mr Avra Sengupta, , , Son of Late Amitava Sengupta, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 12-08-2022 by Mrs Anjana Sen, partner, R R DEVELOPERS (Partnership Firm), 1/1, Kailash Ghosh Road, City:- , P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008

Indetified by Mr Avra Sengupta, , , Son of Late Amitava Sengupta, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 4,021/- (B = Rs 4,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 4,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/08/2022 9:20AM with Govt. Ref. No: 192022230096591128 on 12-08-2022, Amount Rs: 4,021/-, Bank: SBI EPay (SBlePay), Ref. No. 4465840761635 on 12-08-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 7,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 7609, Amount: Rs.100/-, Date of Purchase: 10/08/2022, Vendor name: S DAS
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/08/2022 9:20AM with Govt. Ref. No: 192022230096591128 on 12-08-2022, Amount Rs: 7,021/-, Bank: SBI EPay (SBlePay), Ref. No. 4465840761635 on 12-08-2022, Head of Account 0030-02-103-003-02



Asis Kumar Dutta
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1607-2022, Page from 333405 to 333437

being No 160711274 for the year 2022.



Digitally signed by ASIS KUMAR DUTTA
Date: 2022.08.16 17:02:14 +05:30
Reason: Digital Signing of Deed.

(Asis Kumar Dutta) 2022/08/16 05:02:14 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
West Bengal.

(This document is digitally signed.)

MRS. DIPALI DASGUPTA (PAN No. BBDPD8948P and AADHAAR No. 7090 4727 3447), wife of Late Biplab Dasgupta, by Religion : Hindu, by occupation : Housewife, residing at 42/1, Kailash Ghosh Road, P.S. : Haridevpur, P.O. : Barisha, Pin : 700008,, hereinafter jointly called and referred to as the OWNERS (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include their heirs, successors, administrators, legal representatives and/or assigns) of the ONE PART.

AND

R R DEVELOPERS (PAN- AASFR0735R) a registered Partnership Firm having its registered Office at 1/1, Kailash Ghosh Road, House No. 79, Post Office -Barisha, Police Station - Haridevpur, Kolkata-700008, represented by its Partner Namely **(1) NARAYAN CHANDRA SEN** (PAN-AVEPS4497A) (Aadhar No. 4315 9751 5955) son of Sri Ramendra Mohan Sen, **(2) ANJANA SEN** (PAN- CSFPS5884M) (Aadhaar no.- 677505866640) wife of Sri Narayan Chandra Sen, both by Occupation- Business, by faith Hindu, by Nationality- Indian, residing at 1/1 Kailash Ghosh Road, Parama Abasan, House No. 79, Post Office- Barisha, Police Station - Haridevpur, Kolkata - 700008, District -South 24 Parganas, hereinafter called and referred to as the DEVELOPER (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its Successors-in-Office and assigns) of the OTHER PART.

WHEREAS one Sri Nirmal Chandra Ghosh and his wife Smt. Sudha Rani Ghosh as his benamdar was seized and possessed of or otherwise well end sufficiently entitled to the messuage, tenements and hereditaments comprised in vacant land measuring about Eight Cottahs a little more or less in the District of 24-Parganas, Police Station Behala, Pargana Khaspur, Sub-Registry office at Alipore, in Touji No. 239, R.S. No. 43, J.L.No. 23, Mouja Purba Barisha, Khatian NO. 1595, Dag. No. 904, Revisional Settlement Khatian No.2168, by purchase from one Sarada Prasad Pal and his, wife Dayamoyee Dassi by a Registered Deed of Conveyance registered in Book No. 1, Volume No. 18, Pages 253 to 258, Being No. 1155 of 1943 of sub-Registrar Office at Behala.

AND WHEREAS upon death of Smt. Sudharani Ghosh and Shri Nirmal Chandra Ghosh because of legal and family necessities sold and transferred on November 29, 1947 by two separate Deed of Conveyance the said land measuring about Eight Cottahs little more or less to one Shri Bibhuti Bhusan Ghosh of 14/5, Kalitara Bose Lane, P.S. Beliaghata, District 24-Parganas.



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AND WHEREAS the said two deeds of conveyance have been registered with the Sub-Registrar at Behala, in Book No. 1, Volume No. 21, Pages 167 to 172, Being No. 1543 of 1947 and Book No. 1, Volume No. 23, Pages 30 to 36, Being No. 1544 of 1947 respectively.

AND WHEREAS Sri Bibhuti Bhusan Ghosh being thus seized and possessed of the said land here-ditaments and tenements measuring about Eight Cottahs a little more or less having mutated his name in the Revisional Settlement Khatian No. 2168, Dag No. 904 under the Government of West Bengal paying therefore an annual rent of 1-1-3 pies to the Government of West Bengal and also with South Suburban Municipality.

AND WHEREAS the said Bibhuti Bhusan Ghosh converted the said land measuring about Eight Cottahs a Little more or less into two separate Plots of land after making a 6, ft. wide common passage linking to the said two plots with the Municipal Road named Kailash Ghosh Road, on the southern side running from south to the North.

AND WHEREAS by a Deed of Conveyance registered with the Sub-Registrar at Alipore at Behala in Book No. 1, Volume No. 24, Pages 121 to 127, Being No. 1322 of 1963 the Surjadeb Gupta purchased plot No. 2 of the said plotting plan or the southern side measuring about 3 (three) Cottahs 12(twelve) Chittacks a little more or less being numbered as Municipal Premises No. 42/1, Kailash Ghosh Road, Calcutta-700008, Behala, within the Municipal Limits of South-Suburban Municipality.

AND WHEREAS the Surjadeb Gupta being thus seized and possessed of the said plot of land being a portion of formerly Municipal Premises No. 20/1, renumbered an 42/1, Kailash Ghosh Road, Behala, had built up building on the said plot of land and had been paying the due Municipal and other taxes in respect hereof.

AND WHEREAS the Surjadeb Gupta being in need of cash money, agreed with Subrata Sengupta for the absolute sale to him of the said messuage land and hereditaments being premises No. 42/1, Kailash Ghosh Road, Behala, within the South Suburban Municipality, free from all encumbrances by and under Deed of Sale dated 3.8.1981 which was registered in the District Sub-Registrar at Alipore, in Book No. I, Volume No. 303, Pages No. 149 to 155, Being No. 9119 in the year 1981.

AND WHEREAS the Subrata Sengupta constructed further structure of two storied incomplete and unfinished building.

AND WHEREAS the said Subrata Sengupta mutated his name in the Calcutta Municipal Corporation in premises No. 42/1, Kailash Ghosh Road,

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Calcutta-700008, in respect of said property and thereafter the premises no. is renumbered as 36, Kailash Ghosh Road.

AND WHEREAS the said Sri Subrata Sengupta, felling inconvenience to look after the property intends to sell the said property and knowing the said intention Jitendra Nath Dasgupta agreed to purchase the said property and on 24th September, 1993 executed and registered a Deed of Conveyance in the office of the District registrar Alipore, recorded in Book No. 1, Deed No. 13177 for the year 1993.

AND WHEREAS while enjoying the said property Jitendra Nath Dasgupta died intestate on 26.03.2003 leaving behind his two daughters namely Krishna Dasgupta and Subhra Gupta and three sons namely Prasanta Dasgupta, Biplab Dasgupta and Pralaya Dasgupta, who jointly inherited the said property.

AND WHEREAS Jitendra Nath Dasgupta's wife Kalyani Dasgupta predeceased him and out of the above legal heirs Krishna Dasgupta died intestate as unmarried on 11.09.2009 and her 1/5th share devolved upon the other brothers and sister.

AND WHEREAS the other legal heir Biplab Dasgupta died intestate on 17.01.2018 leaving behind his wife Dipali Dasgupta and only son Rahul Dasgupta who jointly inherited his 1/4th share of the property equally.

AND WHEREAS the other legal heir Prasanta Dasgupta @ Prasanto Dasgupta died intestate as unmarried on 01.11.2021, leaving behind Pralaya Dasgupta (brother), Subhra Dasgupta (sister), Dipali Dasgupta (sister-in-law) and Rahul Dasgupta (nephew), who jointly inherited the total property.

AND WHEREAS at present Pralaya Dasgupta became owner of 1/3rd share, Subhra Gupta became owner of 1/3rd share and Dipali Dasgupta and Rahul Dasgupta jointly inherited 1/3rd share of the total property measuring about 3 (three) Cottahs 12(twelve) Chittacks a little more or less being numbered as Municipal Premises No. 36, Kailash Ghosh Road, Kolkata-700008.

AND WHEREAS the said **Sri Pralaya Dasgupta, Smt. Subhra Gupta and Sri Rahul Dasgupta**, while in joint ownership of ALL THAT 3 (three) Cottahs 12(twelve) Chittacks of land together with a two storied building measuring 1500 square feet more or less under Mouza – Purba Barisha, J.L. No.23, R.S. No. 43, Touzi No. 239, under R.S. Khatian No.2168, comprised with R.S. Dag No. 904, Police Station Behala then Thakurpukur, presently Haridevpur within the District of South 24-Parganas, within the limits of the then Calcutta Municipal Corporation now Kolkata Municipal Corporation, in

its Ward No.123, being premises no. 36, Kailash Ghosh Road, Kolkata - 700008, District Registry Office Alipore, District : 24-Parganas (South) gifted their share to SMT DIPALI DASGUPTA and executed a Deed of Gift dated ~~12.8.2022~~ and registered the same in the Office of A.D.S.R. Behala South 24 Parganas recorded in Book I, Volume No. ~~1607~~, being No. ~~11270~~... for the year 2022.

AND WHEREAS after the above gift the said SMT. DIPALI DASGUPTA became owner of 3 cottahs 12 chittaks of land more or less.

AND WHEREAS with a view to develop the Schedule property and to erect multistoried building therein the Owner herein invited the developer to undertake the charge of such development and/or instructional work over the land as described in the Schedule below, free from all encumbrances.

AND WHEREAS THE Developer herein, who has earned sufficient goodwill in the field of development of the land and construction of the building, being agreed with the said proposal constructional work and/or development works of the land as described in the Schedule below.

AND WHEREAS:

ARTICLE 1

The terms in these presents shall unless they be contrary or repugnant to the context, mean and include the following :-

1. ADVOCATE shall mean any person or firm appointed or nominated by the Developer as Advocates for the supervision of the legal affairs of the premises hereinafter defined.
2. ARCHITECT shall mean and include any person or firm to be appointed or nominated by the Developer with the consent of Architect for the supervision of the construction of the Building hereinafter defined;
3. ASSOCIATION shall mean any Association, Syndicate Committee, Limited, Limited company or Registered Society that may be formed together with all the existing Purchasers of the flat or nominated by the Landowners for the common purposes having such rules and regulations and restrictions as be deemed proper and necessary by the Landowners and the intending Purchasers but not inconsistent with the provisions and covenants herein contained.
4. THE SAID BUILDING shall mean and include the said Multi-storied R.C.C. frame structure building containing residential flats, shops, car parking space on the said premises according to the drawn up plans and specification, other modifications and simultaneously sanctioned by the competent authority and in conformity with the said details of

Dipali Das Gupta

Anjanee Sen

construction specifically written in the Fifth Schedule hereunder subject to the terms and conditions hereinafter stated;

5. BUILDING PLAN shall mean and include the drawings, plans and specification of the said building to be approved and sanctioned by the Kolkata Municipal Corporation with any renewal or amendments thereto and/or modification thereof made or caused by the Developer and sanctioned by the competent authority or other authority;
6. COMMON AREAS, FACILITIES AND COMMON AMENITIES shall mean and include corridors, hallways, stairways passage ways, drive ways, space for installation of Submersible pump and motor, space for installation of electric meter, over head water reservoir, roof, lift, lift well, lift machine & accessories room, open space around the building and other facilities and amenities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building;
7. LANDOWNERS shall mean and include **MRS. DIPALI DASGUPTA**, wife of Late Biplab Dasgupta, by Religion : Hindu, by occupation : Housewife, residing at 42/1, Kailash Ghosh Road, P.S. : Haridevpur, P.O. : Barisha, Pin : 700008 and her respective heirs, executors, trustees, legal representatives, administrators and queries and correspondence to the Landowners shall be addressed to the present address of the Landowners;
8. DEVELOPER shall mean and include **R R DEVELOPERS** (PAN-AASFR0735R) a registered Partnership Firm having its registered Office at 1/1, Kailash Ghosh Road, House No. 79, Post Office -Barisha, Police Station - Haridevpur, Kolkata-700008, represented by its Partner Namely **(1) NARAYAN CHANDRA SEN** (PAN-AVEPS4497A) (Aadhar No. 4315 9751 5955) son of Sri Ramendra Mohan Sen, **(2) ANJANA SEN** (PAN- CSFPS5884M) (Aadhaar no.- 6775 0586 6640) wife of Sri Narayan Chandra Sen, both by Occupation- Business, by faith Hindu, by Nationality- Indian, residing at 1/1 Kailash Ghosh Road, Parama Abasan, House No. 79, Post Office- Barisha, Police Station - Haridevpur, Kolkata - 700008, District -South 24 Parganas, State - West Bengal and its heirs, executors, administrators, legal representatives and assigns;
9. LANDOWNERS' ALLOCATION shall mean and include the area constructed in the building which is to be allotted to the Landowners as Landowners' allocation more particularly mentioned hereunder and in accordance with the terms and conditions of these presents including the proportionate share of land and the common facilities and amenities attributable to the constructed area to be allocated to the Landowners, specifically and particularly set out in the SECOND SCHEDULE hereunder written;

10. DEVELOPER'S ALLOCATION shall mean and include the remaining portions more particularly mentioned hereunder of the constructed area in the building to be constructed on the said premises after allocation to the Landowners, including proportionate share of land and the common facilities and amenities attributable to the constructed area to remain with the Developer, specifically and particularly set out in the **THIRD SCHEDULE** written hereunder;
11. PREMISES shall mean and include ALL THAT 3 (three) Cottahs 12(twelve) Chittacks of land together with a two storied building measuring 1500 square feet more or less under Mouza - Purba Barisha, J.L. No.23, R.S. No. 43, Touzi No. 239, under R.S. Khatian No.2168, comprised with R.S. Dag No. 904, Police Station Behala then Thakurpukur, presently Haridevpur within the District of South 24-Parganas, within the limits of the then Calcutta Municipal Corporation now Kolkata Municipal Corporation, in its Ward No.123, being premises no. 36, Kailash Ghosh Road, Kolkata - 700008, District Registry Office Alipore, District : 24-Parganas (South), West Bengal, which is specifically and particularly mentioned and described in the **FIRST SCHEDULE** written hereunder.
12. SALEABLE SPACE shall mean and include the space in the building available for independent use and occupations after making due provisions for common facilities and the space required there for.
13. TITLE DEED shall mean the document registered with the Office of the A.D.S.R Behala and recorded in Book No. I, Volume No. ~~1607-2022~~, **Being No. 11270** for the year **2022**;
14. COMMON EXPENSES shall mean and include all expenses to be incurred according to proportionate area by Landowners, Developer and the unit owners for the management and maintenance after completion of the said building and the Premises;
15. LAND shall mean the land comprised within the local limits of the **Kolkata Municipal Corporation** under **Ward No. 123**, having **Premises No. 36**, Kailash Ghosh Road, under Police Station - Haridevpur, District South 24-Parganas, PIN - 700008, State - West Bengal;
16. PLANS shall mean the plans of the said Building to be sanctioned and approved by the Kolkata Municipal Corporation and shall also, wherever the context permits, including such plans, drawings, designs, elevations and specification and specifications as are prepared by the Architect, including variations/modifications therein.
17. PROJECT shall mean the work of development undertaken to be done by the Developer in pursuance hereof, till the Development of the premises be completed and possession of the completed units in habitable condition is taken over by the unit owners;

Dipali Das Gupta

Anjana Sin

18. PROPORTIONATE shall mean with all its cognate variations shall mean such ratio the super built up area of all the units in the said building;
19. COVERED AREA shall means covered area of the flat together with proportionate area of the lift well, stair and stair case, landings and lobbies;
20. SUPER BUILT UP AREA shall mean and include the area which will be certified by the architect of the Developer as stated earlier and the said super built up area will be calculated as covered area plus 25% of the covered area;
21. UNIT shall mean the flat and/or other covered area in the said building, which is capable of being exclusively owned, used and/or enjoyed by any Unit owners and which will not be treated as common area, facility and common amenity;
22. UNIT OWNERS shall mean any person or persons or body or association or firm or company who acquires, holds, enjoys and/or owns any unit in the said building and shall include the Landowners and Developer of the project held by them, from time to time;

Note:

- a. Masculine Gender shall include the Feminine and neuter Gender and vice- versa;
- b. Singular shall include the Plural and vice-versa;

DECLARATION OF THE OWNER 'S TITLE

ARTICLE:2

- 2.1. THE OWNER'S are the absolute owner's of the said property more fully described in the Schedule- 'A' hereunder written.
- 2.2. The said property fully described in the Schedule- 'A' hereto stands free from all encumbrances, lien ,mortgage, leases and lispensens whatsoever.
- 2.3. The OWNER'S have been in khas possession of the said property.
- 2.4. The Owner's are seized and possessed of or otherwise well and sufficiently entitled to deal with the said property in any manner be likes.
- 2.5. There is no legal impediment for the owners to enter into the promotional agreement with the developer with regard to the development of the said property more fully described in the Schedule -'a' hereto.
- 2.6. The said property has not been acquired or requisitioned by the State Government, Central Government, KMDA, Govt. Company, Metro railways, etc for any purpose whatsoever , as on date.

2.7. The said property is not vested or attached under the Urban Land. (Ceiling and Regulations) Act, 1976.

2.8. The owners herein will co-operate with the Developer in all matters in respect of the development of the said property by way of construction of a multistoried building thereon .

THE PARTIES AGREE WITH EACH OTHER AS

ARTICLE 3

3.1. The developer of the other part herein has surveyed the land described in the Schedule -'A' hereto and has found demarcated 3 (three) Cottahs 12(twelve) Chittacks of land together with a two storied building measuring 1500 square feet more or less but the original Deed of Conveyance of Jitendra Nath Dasgupta is found missing and the owner have lodged a General diary of the lost deed and also published in daily newspaper and handed over the same to Developer and the owner will also provide whenever and whatever will be requested for obtaining the Sanctioned Plan form the Kolkata Municipal Corporation .

3.2. The Owners herein after giving inspection of all their title deeds, to the Developer and have handed over and/or deliver the photo copies of the said registered conveyed/ Kobala hereinbefore mentioned, to the Developer of the Other Part herein.

3.3. The Developer of the other part herein undertakes to get the soil of the said property tested by the prescribed authority at its own Cost.

3.4. The Developer herein will appoint its architect and LBS for preparation of building plans of the G+3 (Ground plus Three) storied building on the said land and for supervisions of the construction works. All costs thereof will be borne by the Developer.

3.5. After preparation of the building plan's by the Architect at the costs of the Developer herein, the building plans will be approved and signed by their constituted Attorney who will also sign other papers to be produced before the building department of the KMC for sanction of the building plans after completion of K.M.C and B.L. & L.R.O. mutation in the name of the owner.

3.6. All fees and charges payable to the KMC for sanction of the building plan, water connection plan shall be borne by the Developer of the other part herein. Save and excepts the expenditure on account of Municipal Tax and B.L. & L.R.O. mutation upto the date of handing over the vacant possession to developer.

3.7. The Owners shall deliver vacant possession of the said property to the Developer. The copy of the sanctioned building plans will be supplied to the Owners by the Developer. After taking delivery of possession of the said property described in the Schedule-A" hereto, the Developer of the Other Part herein shall pay all rates and taxes of the KMC upto the date of delivery of possession of the Owners Allocation to the owners of the one part herein.

3.8. The Owners in their own allocation will get the Owner's Allocation as more fully and particularly described in the Schedule-"B hereunder written, out of the total F.A.R. in the proposed G+3 (Ground plus Three) storied building with proportionate share in the undivided and impartible land and common right, enjoyments and facilities in the common properties, including the roof/ terrace on the roof of the building.

3.9. After deducting the Owners Allocation, the entire remaining part in the said building along with the proportionate share in the undivided land common rights, facilities etc. morefully described in the Schedule-C hereto shall be allocated to the Developer.

3.10. The construction of the proposed building shall be completed within 18 (eighteen) months from the date of obtaining sanction of building plan. Within 15 days from the date of the building plans being sanctioned by the KMC, the Owners shall deliver vacant possession of the said property to the Developer of the other part.

3.11. After obtaining sanctioned building plan, the Developer of the other part shall handover photo copy of the sanctioned building plan to the Owners of the other part herein. The Owners of the one part on receipt of the photo copy of the sanctioned building plans, shall deliver vacant possession of said property more fully described in the Schedule-A' hereto to the Developer of the other part.

THE DEVELOPERS RIGET OF EXPLOITATION

ARTICLE-4

4.1. The Owners have granted exclusive right to the Developer to build the said G+3 (Ground plus Three) storied building including car parking space at their Own expenses, cost and funds in accordance with the sanctioned plan of the KMC. The Owners have also grated to the Developer the right to develop the said property, to obtain the sanction building plans from the said KMC, to sell at their absolute discretion, the Developer's allocation more fully described in the Schedule-C hereto together with proportionate share in the undivided and impartible land and the common rights, enjoyments and facilities in the common property to the intending

purchasers being nominees of the Developer under "own your own apartment scheme" and to obtain necessary advance from them on such terms and conditions as the Developer may deem fit and proper.

4.2. The Owners of the One Part herein shall have no financial liability whatsoever for such advance to be obtained by the Developer/Promoter and the intending purchasers being nominees of the Developer/Promoter shall have no claim and demand whatsoever against the Owners herein for the sums/ advances paid to the Developer/Promoter of the other part herein.

4.3. The Developer/Promoter shall have no right to deal with Owners' Allocation described in the Schedule- B hereunder Written and after obtaining the sanction plan the Developer/ other part demarcated the owners area/portion by delineating in RED colour.

4.4. The scope of work of the Developer/Promoter shall be as follows:

4.4.1. Developer/Promoter shall at their Own cost by procuring finance from intending purchasers/buyers/ transferees of flats/space under its allocation more fully described in the Schedule- 'D' hereto, as aforesaid, complete construction, in all respect in accordance With the plans to be sanctioned by the KMC in respect of the said G+3 (Ground plus Three) storied building on the said property together with demarcated built-up space inclusive of common areas such as staircase landings, passages etc and also provide therein all necessary facilities in order to make the premises habitable tenable and suitable for residential purposes namely water, electricity and other amenities as per specification mentioned in the Schedule- 'C' hereto which have been approved by the parties. However the owner shall not be held responsible in anyway for such financial liabilities.

4.4.2. Owners of the one part herein hereby grant and provide the exclusive right to the Developer/Promoter to build, construct, erect and complete the said G+3 (Ground plus Three) storied building by entering into agreements for sale of their saleable areas and/or transfer their allocated flats, spaces and car parking spaces to be constructed in accordance with the plans to be sanctioned in the name of the owner by the KMC. In consideration of the above, the Developer/Promoter shall be entitled to enter into agreements for sale with the intending purchasers and receive part or full price in respect thereof and the Owners hereby have given consent to the Developer/Promoter for entering into such agreements in respect of the Developer's/ Promoter's allocation more fully described in the Schedule D hereto.

4.4.3. The Developer/Promoter shall also make arrangement of construction of water reservoir on the ground level and water storage tanks (commonly

known as overhead tanks) on the roof terrace of the building in accordance with the sanctioned building plans of the KMC. The supply line of drinking will be taken from the department, KMC.

4.4.4. The Developer/Promoter shall do all other work as will be necessary for completion of the said G+3 (Ground plus Three) storied building and shall make premises habitable and tenantable in all respect and make the flats fit for occupation by the Owners herein and/or transferees from the Owners' of the one part.

4.4.5. The Developer/Promoter shall be responsible for all their workmen or all outgoings in connection therewith their wages and any compensation payable for any accident or otherwise. It is clarified that the Developer/Promoter shall ensure that all the workmen working in the said proposed project will be remove from the Owners' allocated flats, sides and spaces on completion of the construction for the building in order that vacant possession of the Owners allocated flats will be delivered by the Developer.

4.4.6. The Developer will pay the Landowner a sum of Rs. 5,000/- per month as alternative accommodation for Landowner, from the day of demolition of existing building till handing over of Landowners' Allocation by the developer;

4.4.7. The Developer do hereby undertake to indemnify the Owners against any claim arising out of such contingencies.

4.4.8. Prior to the sanction of the building plan, the Owners herein shall allow the Developer to do the following acts : -

- a) Soil testing..
- b) Raising boundary walls and posting guards.
- c) Affixing Developer sign board on the work site.
- d) To make the measurement of the said property by the Surveyor.

4.4.9. The Developer can apply and receive for the Project loan which is to be sanctioned by the nationalized or private bank or any N.B.F.C. and the Developer will have every right to sign the documents on behalf of the landowners.

OWNERS' OBLIGATIONS

The Owners shall grant a Development Power of Attorney in favour of the Developer to facilitate the construction of the proposed building in accordance with the sanctioned building plan and for execution and

registration of conveyances in favour of the Developer's nominated intending purchasers in respect of the Developer's/ Promoter's allocated flats. The said General Power of Attorney (Development) shall relate to submitting and obtaining sanction of building plans from the appropriate authority for constructing G+3 (Ground plus Three) storied building and for entering into an agreement for sale of flat with proportionate share of land with the intending purchasers upon which the buildings are to be constructed and shall take appropriate steps for executing sale deeds in favour of the intending purchasers in respect of the flat with proportionate share in the land. The constituted Attorney shall be empowered to execute agreements for sale and Sale Deed in favour of the intending purchasers in respect of proportionate share in the undivided land and flats within the Developer's/ Promoter's allocation in the name of the Owners as confirming party.

The Owners/Landlords hereby agreed and covenant with the Developer herein to take financial assistance from any nationalize Bank at risk and liability of the Developer by creating charge of the Owner's title Deed and other relevant documents with the Bank or any Financial Institution/ Authorities without Owners' liability in the said property. In the event of non-payment of loan amount by the Developer, the Owner shall not be responsible/liable to repay the said project loan in any manner and whatsoever.

That the Developer will have every right to sign the documents for Declaration, plan sanction, amalgamation, mutation etc. whichever is required for the development purpose of this project and the owner will have no objection for the same.

DEVELOPER'S/PROMOTER'S RIGHTS

The Owners hereby grant subject to what have been herein before and hereinafter provided the exclusive right to Developer to build, construct, erect and complete the buildings on the said property comprising of various sizes of flats/car parking space and to make agreement and/or transfer and to make agreement in respect of the Developer's allocation of flats car parking space to the intending purchasers for residential and commercial purpose.

All obligations, plans and other papers and documents in connecting with the development of the said property and in consideration of the building on the said property, shall be prepared by the Developer/Promoter at their own costs by virtue of the registered Power of Attorney as mentioned herein before and submitted by or in the names of the Owners and the Developer/Promoter shall pay and bear all costs, other fees, charges, expenses including Architect's fees required to be paid or deposited for

sanction of the buildings plans or otherwise to obtain sanction for construction of the buildings on the said property.

The Developer/Promoter shall render the Owners all reasonable assistance to apply for and/or to obtain all permission, clearance and approvals in terms thereof and shall have the discretion to submit the applications, plans and other papers and documents and/or do any other acts, deeds, matters and things envisaged as agents for and on behalf of or in the names and with the consent of the Owners and to directly collect and receive the same from the concerned authorities or bodies for which purpose the owners shall grant the Developer/ Promoter and their nominees or successors necessary power and authorities to sign make, file, amend, withdrawn and/or follow up the same and/or to do all others acts, deeds, matters and things, necessary to obtain requisite sanctions, permits, clearance and approvals aforesaid.

After obtaining sanction plans, the Developer shall be allowed by the owners in writing to have the 'constructive possession of the said property with a view to achieve the purpose and objectives envisaged herein subject to approval of the building plan from the K.M.C.

The Developer/Promoter by virtue of the said General Power of Attorney as mentioned herein before, shall exclusively be entitled to receive, realize and appropriate the sale-proceeds and/or the construction costs with regard to the Developer's/ Promoter's allocation which the Developer/ Promoter becomes entitled to receive from the intending purchaser's of flats, car parking spaces and other saleable spaces in the buildings except the portion of the Owners' allocated flats and spaces.

The Developer shall have right to take any property of adjacent land after amalgamating the same with this plot of land with view to make greater project in the interest of the Developer.

POSSESSION

- 1) The Owners shall give quiet, peaceful and unencumbered possession of the said property to the Developer simultaneously with the execution of this agreement enabling the Developer to survey the entire property and for making soil testing and preparation of the Proposed building plan.
- 2) The Developer/Promoter shall complete construction of the building positively within 18 (eighteen) months from the date of sanction of the plan and shall hand over the owners' allocation by the Developer/Promoter with

the arrangement and other accessories as per specification given detail it Schedule-'C' hereunder written.

3) The Developer shall on completion of the new building put the owner in undisputed possession of the owners' allocation together with all rights in common to the common portion thereof along with particulars of Owners' allocation.

4) The Developer/ Promoter shall be exclusively entitled to the Developer's allocation in the new building with exclusive right to transfer or otherwise deal with or dispose of without any right, title, claim or interest therein whatsoever with or disturb the quiet and peaceful possession of the Developer's allocation. The owners shall only transfer by way of proper Deed of Conveyance/s either in favour of the Developer or in favour of the nominee/s of 'the Developer, the undivided impartible share of the land excepting the proportionate share of land of the owners.

5) In so far as necessary all dealing by the Developer in respect of the new building shall be in the names of the owners for which purpose the Owners undertake to give the Developer an irrevocable Development Power of Attorney in a form and manner reasonably required by the Developer. It being understood, however, that such dealings shall not in any manner fasten or create any financial or legal liabilities upon the Owners nor there shall be any clause inconsistent with or against the terms mentioned in this agreement. The Owners shall be debarred from revoking rescinding the Development Agreement and as well as the Development Power of Attorney.

COMMON FACILITIES

- 1) The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the said building accruing due as and from the date of handing over vacant possession of the said property by the Owners to the Developer.
- 2) As soon as the new building shall be completed within the time hereinbefore mentioned, the Developer/Promoter shall give written notice to the Owners for taking over possession of their allocation in the building and there being no dispute regarding the completion of the building in terms of the agreement and according to the specification and plan thereof and thereafter the owners shall be exclusively responsible for payment of all Municipal and property taxes, rates duties and other public outgoings and imposition whatsoever hereinafter for the same of brevity referred to as the said rates payable in respect of the Owners Allocation, the said rates to be apportioned pro rata with reference to the

saleable space in the building, if they are levied on the building as a whole.

- 3) Any transfer of any part of the Owners' Allocation in the new building shall be subject to the provisions hereof and the transferee shall, thereafter, be responsible in respect of the space transferred for payment of the said rate and service charges for the common facilities.
- 4) The Owners shall not do any act, deed or thing whereby the Developer/Promoter shall be prevented from construction completion of the said building.

RESTRICTIVE CLAUSES

1. The Owners and the Developer/Promoter including their transferees shall not use coke coal for cooking purpose in the Flat.
2. The Owners and the Developer/Promoter including their transferees shall not store combustible articles in the flats.
3. The Owners and the Developer/Promoter including the transferees shall not make noise pollution in the buildings nor shall they create any nuisance and annoyance detrimental to the comfort of other flat owners.
4. The Owners and the Developer/Promoter including the transferees shall not create any obstruction on the common areas to prevent free users thereof by the other flat owners.
5. The apartment buildings shall be used for residential and commercial purpose.

DEVELOPER'S OBLIGATION

ARTICLE - 11

The Developer/Promoter hereby agrees and covenants with the owners:-

- 1) The Developer/Promoter shall complete the construction of the new building within 18 (eighteen) months positively from the date of getting peaceful vacant possession of the property from the Owners and/or from the date of getting plan sanctioned from the Kolkata Municipal Corporation whichever is later, the time of completion of the building shall be strictly observed. The period of construction will be extended, if there is any force majeure, natural calamity or situation beyond the control of the Developer.
- 2) The Developer/Promoter shall not violate or contravene any of the provisions or rules applicable for construction of the building.
- 3) The Developer/Promoter shall demolish the present existing structure standing upon said property out of its own accord and shall utilize the debris and salvages as per their sweet will and desire.
- 4) That the Developer/Promoter shall get the property mutated in the record of the Kolkata Municipal Corporation and B.L.R.O., after such mutation the Developer/Promoter shall amalgamate all the three adjacent plots at its own cost and responsibility.

- 5) That due to amalgamation any enhancement in F.A.R. occurs due to amalgamation of all the plots in that event the Owners herein shall not be entitled to get the extra F.A.R. of such amalgamation of the properties.

DEVELOPER'S INDEMNITY

- 1) The Developer/Promoter hereby undertakes to keep the Owners indemnified against all third party's claims and actions arising out of any sort of act of commission of the Developer in or in relating to the construction of the said new building strictly in terms of the plan to be sanctioned by the K.M.C. on that behalf.
- 2) The Developer /Promoter hereby undertakes to keep the Owners indemnify against all action suits, costs, proceedings and claims that may arise out the Developer's allocation with regard to the development of the said premises and/or in the matter of construction of the building and/or any defect therein.

MISCELLANEOUS DECLARATION

1. The Owners and the Developer/Promoter have entitled into this promotional agreement purely on a principal to principal basis and nothing stated herein shall be deemed to construe a partnership between the Owners and the Developer between them nor shall they in any manner constitute an association of persons. Each party shall keep the other party indemnified from and against the same.
2. The Owners and the Developer/Promoter as the case may be, shall not be considered to be in breach of any obligations hereunder to the extent that the performance of the relative obligation is prevented by the existence of A 'Force Majeure' with a view that the obligations of the party affected by the 'Force Majeure' shall be suspended for the duration of the 'Force Majeure'.
3. 'Force Majeure' shall mean flood, earthquake, storm, tempest, war, civil commotion, strike and other act of omission beyond the control of the party affected thereby and non-availability of construction materials like cement, steel, stone hips, sand, etc.
4. Upon completion of the building and upon taking delivery of possession of the Owners' Allocation, the Owners shall at the request of the Developer/Promoter execute appropriate transfer deed/conveyance of the land and declaration of the ownership of the Developer in respect of the undivided proportionate parts of it pertaining to demarcated built-up space/demarcated flats, car parking space and/or other spaces in favour of the Developer and/or their nominated transferees. The stamp duty, transfer charges including registration fees and other miscellaneous expenses payable for such transfers shall be borne by the transferees to the Developer/Promoter.

5. As and from the date of completion of building the Developer/ Promoter and/or its nominated transferees and the Owners and/or their nominated transferees shall be liable to pay and bear proportional charges an account of Municipal Tax, Wealth Tax, Water Tax, land revenue and other taxes and all charges and impositions payable in respect of their spaces.

6. Nothing in these presents shall be construed as a demise or assignment or conveyance in land by the owners of the 'said property' or any part thereof to the developer or as creating any title and interest in respect thereof in the developer other than an exclusive right to exploit the same in terms thereof provided however the developer shall be entitled to borrow money from any bank or banks against the Developer's allocation only without creating any financial liability upon the owners by effecting the Schedule-'A' property and the owners shall not be encumbered and/or be liable for payment of any loan or dues of such bank or banks and for that purpose the developer shall keep the owner's indemnified against all action/s suit/s proceeding/s and costs charges and expenses in respect thereof.

7. It was settled by and between the parties that Owners/First Parties agreed the Gift Deed in favour of Dipali Dasgupta, B.L.R.0 Mutation and K.M.C. Mutation in respect of the said land will be done by the Developer at his cost at present and the said sum of money shall be adjusted with the advance paid by the Developer to owners with owner's allocation of sanction F.A.R before handing over the Flat/or unit to owner after completion of building.

8. That the Owners/Landlords/First Parties shall co-operate the Developer/Second Party as and when it will be required to carry out the construction work over the Schedule-'A' property.

JOINT OBLIGATION

1) The Developer/Promoter shall develop and construct G+3 (Ground plus Three) storied building on the said land as per corporation rules after utilizing the available F.A.R. as per present rules in vogue.

2) The Owners will lead their names and signatures in all papers, plans, documents and deeds those may come on the way of the Developer for successful implementation of the project since the project will be developed in the owners' names and under the Owners' Allocation.

3) The Owners will forward to the Developer, the original Title Deed/s of the land on execution of the agreement for development record and reference against the written acknowledgement from the Developer and acknowledgement receipts of the same. The Developer shall return all original title deed/ s of the property to the flat owners association for its preservation at or after handing over possession to the all intending buyers.

4) The developer will pay a sum of Rs. 5,00,000/- (Rupees Five Lakh) only as adjustable advance which is to be adjusted with the owner's allocation .

5) The developer will further pay a sum of Rs. 700,000/- (Rupee Seven Lakh) only as expenses for execution of Deed of Gift in favour of the owner herein alongwith all other documentation, taxes, khajnas of K.M.C and B.L. and L.R.O and all other charges for the proper title of the land owner herein which is also to be adjusted with the owner's allocations.

**THE SCHEDULE A ABOVE REFERRED TO
LAND**

ALL THAT piece and parcel of land measuring about 3 (three) Cottahs 12(twelve) Chittacks of land together with a two storied building measuring 1500 square feet more or less under Mouza - Purba Barisha, J.L. No.23, R.S. No. 43, Touzi No. 239, under R.S. Khatian No.2168, comprised with R.S. Dag No. 904, Police Station Behala then Thakurpukur, presently Haridevpur within the District of South 24-Parganas, within the limits of the then Calcutta Municipal Corporation now Kolkata Municipal Corporation, in its Ward No.123, being premises no. 36, Kailash Ghosh Road, Kolkata - 700008, District Registry Office Alipore, District : 24-Parganas (South),, butted and bounded as follows:-

ON THE NORTH : By House of Ashoke Chatterjee;

ON THE SOUTH : By Kailash Ghosh Road;

ON THE EAST : By Tinkari Paul;

ON THE WEST : By 6' ft. wide Road.

**THE SCHEDULE B ABOVE REFERRED TO
LANDOWNERS' ALLOCATION**

ALL THAT the Landowners herein shall be eligible to get two car parking space on the **Ground Floor and entire Third floor** of the proposed **multi-storied Building** as Landowners' Allocation TOGETHER WITH impartible proportionate share in the land TOGETHER WITH the right to use and enjoy all common areas and facilities of the land and the building.

Provided :

- a. The developer will pay a sum of Rs. 5,00,000/- (Rupees Five Lakh) only as adjustable advance which is to be adjusted with the owner's allocation, out of which Rs. 4,00,000/- (Rupees Four Lakhs) only at the time of execution of this Agreement and rest Rs. 1,00,000/- (Rupees One Lakh) only after sanction of plan or shifting, whichever is later.
- b. The developer will further pay a sum of Rs. 700,000/- (Rupee Seven Lakh) only ^{after 1st Floor Roof casting} as expenses for execution of Deed of Gift in favour of the owner herein alongwith all other documentation,

Dipankar Das Gupta

taxes, khajnas of K.M.C and B.L. and L.R.O and all other charges for the proper title of the land owner herein which is also to be adjusted with the owner's allocations.

**THE SCHEDULE C ABOVE REFERRED TO
DEVELOPER'S ALLOCATION**

ALL THAT piece and parcel of remaining portion of the multi-storied building after providing the Landowners' allocation to the Landowners as stated in the Second Schedule written hereinabove is to be allotted to the Developer as Developer's allocation in accordance with the terms and conditions of these presents including the proportionate share of land and the common facilities and amenities attributable to the area to be allocated to the Developer;

**THE SCHEDULE D ABOVE REFERRED TO
(Specification for Construction)**

PROJECT TIME : 18 (Eighteen) months from the date of obtaining building sanction plan .

TYPE OF CONSTRUCTION : R.C.C. frame structure made by L.T./A.C.C./Ambuja /Lafarge/Ultratech/Dalmia etc. cement.

PLASTERING : Inside and outside with cement mortar in (6:1) and inside outside plaster and paris.

FLOORING : Marble or Tiles with 4" skirting. Cooking platform of the kitchen will be of black stone or granite.

BRICK WORKS : 8", 5" and 3" thickness brick works will be done on outside and inside wall in cement mortar in (5:1).

CONCRETE : All. R.C.C. works in fittings, columns, beams, slabs, lintels, chajja etc will be done in (1:2:4).

WINDOWS : Steel sliding window with glass and grill.

DOORS : 4"x2". 'A size Sal wood frame with commercial solid flush doors.

TOILETS AND SANITARY : Flooring will be done with Floor Tiles and wall tiles (glazed tiles) white colour 60" from floor level, on Indian type pan toilet with shower, and one western type commode with one low down cistern in W.C.. All sanitary fittings will be of best quality. Water lines are of G.I. & PVC pipe concealed arrangement.

LIFT : I.S.I. Marked of reputed company.

All the cistern, pan, commode, will be standard quality and outside all pipe will be PVC pipe.

All extra works of fittings will be provided subject to approval of the Engineer with extra cost on writing instructions of the parties and/or intending purchaser/s of flat as well as flat owners including landlords respectively.

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

SIGNED, SEALED and DELIVERED by the LANDOWNERS and the DEVELOPER in the presence of:

1. Pralaya Das Gupta
22, Aswini Nagar Keri: 40

Dipali Das Gupta

SIGNATURE OF LANDOWNER

2. Rahul Das Gupta
42/1, Kailash Ghosh Street
Ker- 700008

1. **R R DEVELOPERS**

2. Anjana Sen **Partners**

SIGNATURE OF DEVELOPER

Drafted by

Anna Sengupta

F/1458/2008 **Advocate**
Alipore Police Court
Kolkata 700027

MEMO OF CONSIDERATION

RECEIVED Rs. 4,00,000/- (Rupees Four Lakh) only from the abovenamed DEVELOPER in respect of part payment of the adjustable money of the sum of Rs. 5,00,000/- (Rupees Five Lakh) only, present payment details is as follows :-

MEMO			
Date	Cheque No.	Bank	Amount(Rs)
25.01.2019	000313	HDFC	50,000/-
16.04.2019	000321	HDFC	20,000/-
14.05.2019	000332	HDFC	5,000/-
25.07.2019	Cash		50,000/-
11.05.2021	Cash		4,000/-
11.07.2021	Cash		50,000/-
23.05.2022	Cash		80,000/-
11.08.2022	000345	HDFC	<u>1,41,000/-</u>
TOTAL			<u>4,00,000/-</u>

(Rupees Four lakh) only.

WITNESSES :

1. *Pralaya Das Gupta*

Dibali Das Gupta
OWNER/LANDLORD

2. *Rahul Das Gupta*



	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name .. NARAYAN CHANDRA SEN

Signature ..



	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name .. ANJANA SEN

Signature ..



	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name

Signature .. Dibaki Das Gupta

	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name

Signature



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

GRN Details

GRN: 192022230096591128
GRN Date: 12/08/2022 09:17:49
BRN : 4465840761635
Gateway Ref ID: 222248375189
Payment Status: Successful

Payment Mode: Online Payment (SBI Epay)
Bank/Gateway: SBIEpay Payment Gateway
BRN Date: 12/08/2022 09:20:06
Method: HDFC Retail Bank NB
Payment Ref. No: 2002427255/3/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr R R DEVELOPERS
Address: 1/1 Kailash Ghosh Road, Parama Abasan, House No 79, Kolkata 700008
Mobile: 9831100669
EMail: info@rrdevelopers.co.in
Period From (dd/mm/yyyy): 12/08/2022
Period To (dd/mm/yyyy): 12/08/2022
Payment ID: 2002427255/3/2022
Dept Ref ID/DRN: 2002427255/3/2022

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002427255/3/2022	Property Registration- Stamp duty	0030-02-103-003-02	7021
2	2002427255/3/2022	Property Registration- Registration Fees	0030-03-104-001-16	4021
			Total	11042

IN WORDS: ELEVEN THOUSAND FORTY TWO ONLY.



सत्यमेव जयते

Government of West Bengal
Directorate of Registration & Stamp Revenue
e-Assessment Slip

Query No / Year	2002427255/2022	Office where deed will be registered
Query Date	10/08/2022 9:26:08 AM	Deed can be registered in any of the offices mentioned on Note: 11
Applicant Name, Address & Other Details	Avra Sengupta Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9874187490, Status : Advocate	
Transaction	Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4305] Declaration [No of Declaration : 2], [4311] Receipt [Rs : 4,00,000/-]	
Set Forth value	Market Value	
Rs. 2/-	Rs. 30,37,498/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 7.021/- (Article:48(g))	Rs. 4,021/- (Article:E, E, B)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
Remarks		

Land Details :

District: South 24-Parganas, Thana: Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kailash Ghosh Road, , Premises No: 36, , Ward No: 123, Pin Code : 700008

Sch No	Plot Number	Khatian Number	Land Use/ROR Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha 12 Chatak	1/-	20,24,998/-	Property is on Road
Grand Total :				6.1875Dec	1 /-	20,24,998 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1500 Sq Ft.	1/-	10,12,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 750 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 750 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1500 sq ft	1 /-	10,12,500 /-	



Query No: 2002427255 of 2022, Printed On : Aug 11 2022 11:18PM, Generated from wbregistration.gov.in

Land Lord Details :

SI No	Name & address	Status	Execution Admission Details :
1	Mrs Dipali Dasgupta Wife of Late Biplab Dasgupta, 42/1, Kailash Ghosh Road, City:- , P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. bbxxxxxx8p, Aadhaar No.: 70xxxxxxxx3447, Status :Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self

Developer Details :

SI No	Name & address	Status	Execution Admission Details :
1	R R DEVELOPERS (Partnership Firm) .1/1, Kailash Ghosh Road, City:- , P.O:- Barisha, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 PAN No. aaxxxxxx5r, Aadhaar No Not Provided by UIDAI :Organization, Executed by: Representative	Organization	Executed by: Representative

Representative Details :

SI No	Name & Address	Representative of
1	Mr Narayan Chandra Sen Son of Mr Ramendra Mohan Sen 1/1, Kailash Ghosh Road, City:- , P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. avxxxxxx7a, Aadhaar No.: 43xxxxxxxx5955	R R DEVELOPERS (as partner)
2	Mrs Anjana Sen Wife of Mr Narayan Chandra Sen 1/1, Kailash Ghosh Road, City:- , P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. csxxxxxx4m, Aadhaar No.: 67xxxxxxxx6640	R R DEVELOPERS (as partner)

Identifier Details :

Name & address
Mr Avra Sengupta Son of Late Amitava Sengupta Alipore Police Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, Identifier Of Mrs Dipali Dasgupta, Mr Narayan Chandra Sen, Mrs Anjana Sen

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mrs Dipali Dasgupta	R R DEVELOPERS-6.1875 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	Mrs Dipali Dasgupta	R R DEVELOPERS-1500 Sq Ft



Owner and Land or Building Details as received from KMC :

Sc. No.	Property Identification by KMC	Registered Deed Details	Owner Details of Property	Land or Building Details
L1	Assessment No. : 411230900363 Premises No. : 36 Ward No. : 123 Street Name : KAILASH GHOSH ROAD	Reference Deed No. : Date of Registration. : Office Where Registered :	Owner Name : SURJADEV GUPTA. Owner Address : 31/1 KAILASH GHOSH ROAD, . CALCUTTA-700008. Pin No. :	Character of Premises: Total Area of Land:

Note:

1. If the given information are found incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days (i.e. upto 09-09-2022) for e-Payment . Assessed market value & Query is valid for 30 days.(i.e. upto 09-09-2022)
3. Standard User charge of Rs. 300/-(Rupees Three hundred) only includes all taxes per document upto 17 (seventeen) pages and Rs 9/- (Rupees Nine) only for each additional page will be applicable.
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
5. e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.
11. This eAssessment Slip can be used for registration of respective deed in any of the following offices:
D.S.R. - I SOUTH 24-PARGANAS, D.S.R. - II SOUTH 24-PARGANAS, D.S.R. - III SOUTH 24-PARGANAS, D.S.R. - IV SOUTH 24-PARGANAS, A.D.S.R. BEHALA, D.S.R. - V SOUTH 24-PARGANAS, A.R.A. - I KOLKATA, A.R.A. - II KOLKATA, A.R.A. - III KOLKATA, A.R.A. - IV KOLKATA

