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

Additional Registrar of Assurances-IV, Kolkata

30 JUN 2022

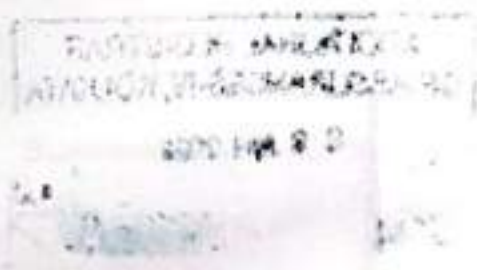
Additional Registrar of Assurances-IV, Kolkata

2150 28/6 21863981

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and executed on this 28th day of JUNE, 2022 (Two Thousand and Twenty Two),

BETWEEN



Nett Case No. 2976 of 28.06
J(1)- 250
J(2)- 200
Total 450/-
Registration

ARA-IV
Kolkata

52909

NAME: CA. R. K. Pal Estate
 ACD: 1151- mm
 27 JUN 2022
 SURANJAN MUKHERJEE
 Licensed Semp Vendor
 C.C. Court
 2 & 3, K. B. Roy Road, Kolkata

27 JUN 2022
27 JUN 2022

Chandran Kumar



6859

Chandran Kumar



6860



Biman Kumar Ghosh



Identified by me
Paroma Sengupta, Adv.
d/o Adhish Sengupta
Calcutta High Court
Kolkata - 700001.

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

28 JUN 2022

(1) **SRI. BIMAN KUMAR GHOSH**, (Pan: **ADXPG0846N**, **AADHAR NO. 636957288282**), (2) **SRI. BIRENDRA KUMAR GHOSH**, (Pan: **ADWPG6518Q**, **AADHAR NO. 572421267460**), both sons of Late Satyacharan Ghosh, (3) **SRI. SUMIT KUMAR GHOSH**, (Pan : **AUQPG6879H**, **AADHAR NO. 499622499391**), son of Late Baidya Nath Ghosh, all by religion Hindu, nationality Indian and all residing at Premises No. 74, Girish Park (North), P.S. - Girish Park, P.O.- Beadon Street, Kolkata - 700006, (4) **SMT. LATIKA GHOSH**, (Pan : **BDLPG2246M**, **AADHAR NO. 526487733142**), wife of Sri. Sunil Ghosh, religion Hindu, nationality Indian, residing at Shankarhati, P.O. Munsirhut, P.S. J.B.Pur, District Howrah, Pin - 711410, (5) **SRI. RAJIB GHOSH** (Pan : **AKTPG3967B**, **AADHAR NO. 947154835284**), son of Late Kalipada Ghosh, by religion Hindu, nationality Indian and residing at Shankarhati, P.S. - J.B.Pur, P.O.- Munsirhat, Pin - 711410, District - Howrah and (6) **SMT. SUMANA GHOSH**, (Pan : **BVGPG2790F**, **AADHAR NO. 6195 0060 9953**), wife of Sri. Shyamapada Ghosh, religion Hindu, nationality Indian and residing at 37/1, South Road, Santoshpur, P.S - Survey Park, P.O. - Santoshpur, Kolkata - 700075, hereinafter collectively referred to as "**THE OWNERS**" (which expression shall, unless it be repugnant to the context or meaning thereof shall be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and assigns) of the **ONE PART**

AND

M/s. CASITA REAL ESTATE LLP, (PAN No. **AAJFC3382L**), a Limited Liability Partnership firm incorporated under the Limited Liability Partnership Act, 2008, and as amended from time to time, and having its registered Office at Premises No. 175/J, Manicktala Main Road, Kolkata - 700054, P.S. - Phool Bagan, P.O. - Kankurgachi, represented by its designated partners and partner namely (1) **SRI. ANINDYA SENGUPTA**, (designated partner), and having (PAN: **AJBPS2886C** AND **AADHAR CARD NO. 881157665565**) son of Late Arun Kanti Sengupta, faith Hindu, by occupation- Business, by Nationality Indian, and residing at 175/J,



6861

Santhya



6862

Priyanka Ghosh



6863

Sumit Kumar Ghosh



6864

Debi Prasad Ghosh



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Rajib Ghosh



6866

Sumana Ghosh



ADDITIONAL REGISTRAR
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Kolkata Municipal Corporation under Ward No. 032, under the jurisdiction of A.D.S.R, Sealdah.

2. It appears that by a Deed of Conveyance dated 15th December, 1934, registered and recorded in Book No 1, Volume No. 38, Pages nos 85 to 91, Deed No. 2098 for the year 1934 at the office of the sub-registrar, Sealdah, one Sri. Bipin Behari Dutta, for the consideration and on the terms and conditions therein mentioned, sold, transferred and conveyed **ALL THAT** Bastu land measuring an area of about 6 Cottahs 4 chittacks, (by physical measurement the area of the land appears to be as 6 Cottahs 4 chittacks 21 sq.ft.), situate and lying at Municipal Premises No. 67 and 68, Maniktala Main Road, P.S. – Maniktala, being Touzi no. 1298/2833, Dihi Panchanangram, Government khasmahal, Dihi Panchanangram, Division 2, Sub-division 11, Mouza Bagmari gram, Holding No. 108, District 24 Parganas, under the jurisdiction of Sub – Registry office Sealdah, (hereinafter referred to as the "**said Land**"), unto and in favour of One Sri. Satyacharan Ghosh, since deceased, for the consideration and on the term and conditions mentioned therein, free from all encumbrances, charges liens etc whatsoever.
3. In view of the aforesaid, the said Sri. Satyacharan Ghosh, since deceased, became the sole and absolute owner of the said Land.
4. The said Sri. Satyacharan Ghosh, during his lifetime had constructed a one storied brick built tiled structure on the said land for residential purpose, hereinafter referred to as the "**said Property**".
5. While seized and possessed of the said Property, the said Sri. Satyacharan Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 14th day of September, 1983, leaving behind his surviving widow Binapani Ghosh and three sons namely Sri. Baidya Nath Ghosh, Sri. Birman kumar Ghosh, and Sri. Birendra Kumar



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Manicktala Main Road, P.S. Phool bagan, P.O. Kankurgachi, Kolkata - 700 054, (2) **SRI. SOUMEN MUKHERJEE** (designated partner), and having (**PAN AHSPM8235E AND AADHAR CARD NO. 746012352420**), son of Late Bimal Mukherjee, by occupation Business, by faith - Hindu, by Nationality - Indian, and residing at Premises No. 175/L/1, Manicktala Main Road, Post Office Kankurgachi, Police Station Phoolbagan, Kolkata 700054, and (3) **SRI. SUPRIYADITYA PAUL (Partner)**, and having (**PAN AFTPP5080M AND AADHAR CARD NO. 859200572272**), son of ^{Late} ~~St.~~ Bishnupada Paul, by occupation Business, by faith - Hindu, by Nationality - Indian, and residing at Premises No. P-27, Maniktala Main Road, Post Office Kankurgachi, Police Station Phoolbagan, Kolkata 700054, hereinafter referred to as "**THE DEVELOPER**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor or successors-in-interest and assigns) of the **OTHER PART.**

WHEREAS:

1. The Owners are seized and possessed of as the absolute joint Owners of
 - (1) **ALL THAT** piece and parcel of land measuring an area of 3 Cottahs 12 chittacks 13sq.ft, togetherwith One storied tiledshed tenanted structure measuring an area about 2521 sq.ft. more or less, situate and lying at Premises No. 67, Satin Sen Sarani, (formally known as Maniktala Main Road), P.O. Kankurgachi, P.S. Maniktala, Kolkata - 700054, within the limits of Kolkata Municipal Corporation under ward No. 032, under the jurisdiction of A.D.S.R, Sealdah, (2) **ALL THAT** piece and parcel of land measuring an area of 2 Cottahs 08 chittacks 8 sq.ft, togetherwith ~~One~~ storied tiledshed tenanted structure measuring an area about 2000 ^{sq.ft.} more or less, situate and lying at Premises No. 68, Satin Sen Sarani, (formally known as Maniktala Main Road), P.O. Kankurgachi, P.S. Maniktala, Kolkata - 700054, within the limits of



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Impressat-paul



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Samana Sengupta.



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Ghosh, and Three daughter namely Miss. Mira Ghosh, Smt. Bela Ghosh and Smt. Latika Ghosh as his only Legal heirs and heiress and representative to the said premises, all having undivided share and/or interest therein.

6. The said Binapani Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 25th day of November, 1996, leaving behind her surviving three sons namely Sri. Baidya Nath Ghosh, Sri. Biman kumar Ghosh, and Sri. Birendra Kumar Ghosh, and Three daughter namely Miss. Mira Ghosh, Smt. Bela Ghosh and Smt. Latika Ghosh, as her only Legal heirs and heiress and representative to her said share in the said Property.
7. The said elder son namely Sri. Baidya Nath Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 6th day of March, 1999, leaving behind his surviving widow namely Mira Ghosh and his surviving son namely Sumit kumar Ghosh, as his only Legal heirs and heiress and representatives, both inheriting his undivided and undemarcated share and/or interest therein in the said Property.
8. The said Bela Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 22.05.2007, leaving behind her surviving son namely Rajib Ghosh and one daughter namely Sumana Ghosh, as her only Legal heir and heiress and representatives, inheriting her undivided and undemarcated share and/or interest therein in the said Property. The husband of the said Bela Ghosh, pre-deceased her on 02.10.1996.
9. The said Mira Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 26th day of October, 1998, leaving behind her surviving son namely Sumit Kumar Ghosh as her only Legal heir



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and representative, inheriting her undivided and undemarcated share and/or interest therein in the said Property.

10. The said Mira Ghosh, unmarried/spinster, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 9th day of March, 2021, leaving behind her surviving brothers namely Sri. Biman kumar Ghosh and Sri. Birendra Kumar Ghosh and surviving sister namely Smt. Latika Ghosh and Sumit kumar Ghosh being the only surviving heir of her deceased brother namely Baidya Nath Ghosh and Rajib Ghosh and Sumana Ghosh being the only surviving heir of her deceased sister namely Bela Ghosh, as her only Legal heirs and/or heiress and/or representatives, all inheriting her undivided and undemarcated share and/or interest therein in the said Property.

11. Consequent upon the devolutions by reason of succession the following persons had the following shares in the said property:

NAMES	SHARES
Biman kumar Ghosh	7/36 th
Birendra Kumar Ghosh	7/36 th
Latika Ghosh	7/36 th
Sumit kumar Ghosh	7/36 th
Rajib Ghosh	4/36 th
Sumana Ghosh	4/36 th

12. In view thereof the Owners hold their respective shares in the Said Property at present as mentioned in the immediately preceding paragraph hereof.

13. By virtue of the aforesaid, the said (1) Biman kumar Ghosh, (2) Birendra Kumar Ghosh, (3) Latika Ghosh, (4) Sumit Kumar Ghosh, (5) Sumana Ghosh, (6) Rajib Ghosh became the absolute Joint Owners of the said Property.

14. In view of the aforesaid the said 1) Biman kumar Ghosh, (2) Birendra Kumar Ghosh, (3) Latika Ghosh, (4) Sumit Kumar Ghosh, (5) Sumana Ghosh, (6) Rajib Ghosh are the absolute joint Owners of (1) **ALL THAT** piece and parcel of land measuring an area of 3 Cottahs 12 chittacks 13sq.ft, togetherwith One storied tinshed tenanted structure measuring an area about 2521 sq.ft. more or less, situate and lying at Premises No. 67 Satin Sen Sarani, (formally known as Maniktala Main Road), P.O. Kankurgachi, P.S. Maniktala, Kolkata - 700054, within the limits of Kolkata Municipal Corporation under ward No. 032, under the jurisdiction of A.D.S.R, Sealdah, (2) **ALL THAT** piece and parcel of land measuring an area of 2 Cottahs 08 chittacks 8 sq.ft, togetherwith One storied tinshed tenanted structure measuring an area about 2000 sq.ft. more or less, situate and lying at Premises No. 68 Satin Sen Sarani, (formally known as Maniktala Main Road), P.O. Kankurgachi, P.S. Maniktala, Kolkata - 700054, within the limits of Kolkata Municipal Corporation under ward No. 032, under the jurisdiction of A.D.S.R, Sealdah, (hereinafter jointly referred to as the "**said Premises**"), morefully and particularly described in the Schedule hereunder written.

15. The Owners herein have become desirous of developing their said Premises by constructing a multistoried building as per the sanction by the Kolkata Municipal Corporation after demolishing the existing old structure standing thereon. Due to financial stringency and lack of knowledge, the Owners being unable to implement their desire of development by settling with the existing tenants, sought help of a competent Developer as per desire choice and accordingly the Owners

entered into this Development Agreement of the said premises under the terms and conditions contained in this Agreement, after accepting the offer letter by the Owners herein

NOW THIS AGREEMENT WITNESSETH and it is hereby mutually agreed and declared by and between the Owner and the Developer as follows:

ARTICLE - I

DEFINITIONS

- 1.1 **"AGREED RATIO"** - shall mean the ratio of sharing or distribution in Realizations and several other matters referred to herein between the Owners and the Developer which shall be 50% (Fifty percent) of the Owners and 50% (Fifty percent) of the Developer.

- 1.2 **"APPROPRIATE AUTHORITIES"** shall according to the context mean all or any of the Central or State Government or any department thereof and/or its officers and functionaries and also all other State, Executive, Judicial or Quasi-Judicial authorities, Local Authority, Government Company, Statutory Bodies and/or other authorities and include Collector, Municipal Engineering Directorate, Planning Authority, Development Authority, B.L.&L.R.O., D.L.&L.R.O., Collector, Real Estate Authorities, Fire Brigade, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Airport Authority, Police Authorities, Law Enforcement Authorities, Pollution Control Authorities, Fire Service Authorities, Insurance Companies, Income Tax Authorities, Goods and Service Tax Authorities, Courts, Tribunals, Judicial and Quasi-Judicial authorities and forums having jurisdiction over the relevant activity and include the concerned Service/Utility Providers for electricity, water, drainage, sewerage, lift, generator, telecom, television, wireless connectivity, digital and other utilities whatsoever or howsoever.

- 1.3 **"ARCHITECT"** - shall mean such person or persons or firm or Company who or which may be so appointed by the Developer for development of the property and/or the construction of the proposed building(s).
- 1.4 **"the BUILDING"** - shall mean and include the proposed new building and other areas and spaces to be erected in or upon the land comprised in the property as per the plan/plans to be sanctioned by the competent authorities.
- 1.5 **"DEVELOPER"** - shall mean and include **M/s. CASITA REAL ESTATE LLP, (PAN No. AAJFC3382L)**, a Limited Liability Partnership firm incorporated under the Limited Liability Partnership Act, 2008, and as amended from time to time, and having its registered Office at Premises No. 175/J, Manicktala Main Road, Kolkata - 700054, P.S. - Phool Bagan, P.O. - Kankurgachi, represented by its designated partners and partner namely (1) **SRI. ANINDYA SENGUPTA**, (designated partner), son of Late Arun Kanti Sengupta, faith Hindu, by occupation- Business, by Nationality Indian, and residing at 175/J, Manicktala Main Road, P.S. Phool bagan, P.O. Kankurgachi, Kolkata - 700 054, (2) **SRI. SOUMEN MUKHERJEE** (designated partner), son of Late Bimal Mukherjee, by occupation Business, by faith - Hindu, by Nationality - Indian, and residing at Premises No. 175/L/1, Manicktala Main Road, Post Office Kankurgachi, Police Station Phoolbagan, Kolkata 700054, and (3) **SRI. SUPRIYADITYA PAUL** (Partner), son of Sri. Bishnupada Paul, by occupation Business, by faith - Hindu, by Nationality - Indian, and residing at Premises No. P-27, Maniktala Main Road, Post Office Kankurgachi, Police Station Phoolbagan, Kolkata 700054, and its successors or successors-in-interest and/or permitted assigns.
- 1.6 **"OWNERS"** - shall mean and include (1) **SRI. BIMAN KUMAR GHOSH**, (2) **SRI. BIRENDRA KUMAR GHOSH**, (3) **SRI. SUMIT KUMAR GHOSH**, all residing at Premises No. 74, Girish Park (North), P.S. - Girish Park,

P.O.- Beadon Street, Kolkata - 700006, District - 24 parganas (North) (4) **SMT. LATIKA GHOSH**, residing at Shankarhati, P.O. Munsirhut, P.S. J.B.Pur, District Howrah, Pin - 711410, (5) **SRI. RAJIB GHOSH**, residing at Shankarhati, P.S. - J.B.Pur, P.O.- Munsirhat, Pin - 711410, District - Howrah and (6) **SMT. SUMANA GHOSH**, residing at 37/1, South Road, Santoshpur, P.S - Survey Park, P.O - Santoshpur, Kolkata - 700075, and their respective heirs, successors, executors, administrators, legal representatives and/or permitted assigns.

1.7 **THE PREMISES** : shall mean and include (1) **ALL THAT** piece and parcel of land measuring an area of 3 Cottahs 12 chittacks 13sq.ft, togetherwith One storied tiledshed tenanted structure measuring an area about 2521 sq.ft. more or less, situate and lying at Premises No. 67, Satin Sen Sarani, (formally known as Maniktala Main Road), P.O. Kankurgachi, P.S. Maniktala, Kolkata - 700054, within the limits of Kolkata Municipal Corporation under ward No. 032, under the jurisdiction of A.D.S.R, Scaldah, (2) **ALL THAT** piece and parcel of land measuring an area of 2 Cottahs 08 chittacks 8 sq.ft, togetherwith One storied tiledshed tenanted structure measuring an area about 2000 sq.ft. more or less, situate and lying at Premises No. 68, Satin Sen Sarani, (formally known as Maniktala Main Road), P.O. Kankurgachi, P.S. Maniktala, Kolkata - 700054, within the limits of Kolkata Municipal Corporation under ward No. 032, under the jurisdiction of A.D.S.R, Scaldah, morefully and particularly described in the Schedule hereunder written

1.8 **OWNERS' ALLOCATION**: (On completion of proposed new building as per plan to be sanctioned) shall mean 50% of the total built-up area of the new building including the common facilities, shall absolutely belong to the Owners herein. Tenants shall be a part and parcel of the Owners' Allocation.

- 1.9 **DEVELOPER'S ALLOCATION:** (On completion of proposed new building as per plan to be sanctioned) shall mean the remaining portion i.e. 50% of the total built-up area of the new building including the common facilities shall absolutely belong to the Developer herein after providing for the Owners' Allocation as aforesaid.
- 1.10 **BUILDING PLAN**: shall mean such plan prepared by the Developer and the same shall be duly approved by the Owners and shall be sanctioned from the Kolkata Municipal Corporation or any other Competent Authority.
- 1.11 **"BUILDING COMPLEX"** shall mean and include the said Premises and the New Buildings thereat with the Common Areas and Installations and all other open and covered spaces thereat.
- 1.12 **"COMMON AREAS AND INSTALLATIONS"** shall mean such parts, portions and areas in the said Premises which the Developer may from time to time identify and earmark for common use by all or any one or more of the Transferees or any other person in common with the Owner and/or the Developer and include any variations or relocations thereof as may be made by the Developer in consultation with the Owners.
- 1.13 **"COMMON PURPOSES"** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the Transferees thereof; collection and disbursement of the Common Expenses; the purpose of regulating mutual rights, obligations and liabilities of the Transferees thereof; and dealing with all matters of common interest of the Transferees thereof.
- 1.14 **"ENCUMBRANCES"** shall include mortgages, charges, security interest, liens (including negative lien), ~~lis pendens~~, hypothecations, attachments, leases, bargadar, occupancy rights, licenses, uses, debutters, trusts,

bankruptcy, insolvency, wakfs, acquisition, requisition, vesting, any other encumbrance, claims, demands and liabilities whatsoever or howsoever;

1.15 **"FORCE MAJEURE"** shall mean any event or combination of events or circumstances beyond the control of a Party including (a) Acts of God i.e. fire, draught, flood, earthquake, storm, lightning, epidemics, pandemic and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs, civil disturbances, curfew etc.; (d) Civil commotion, insurgency, war or enemy action or terrorist action; (e) Change in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by court of law, Arbitrator, Government; (f) Non-functioning of any existing or new Appropriate Authorities due to any reason whatsoever including any lockdown imposed by the Government of India or the Government of West Bengal.

1.16 **"PASS THROUGH CHARGES"** shall mean the Goods and Service Tax or any substitutes, additions or alterations thereof and any other impositions, levies or taxes (other than Income Tax) on the Transfer in favour of the Transferees.

1.17 **"REAL ESTATE LAWS"** shall mean the Real Estate (Regulation and Development) Act, 2016 as applicable to West Bengal and include all the amendments and substitutes thereof and also all rules, regulations and byelaws framed thereunder.

1.18 **"SALEABLE SPACE"** shall mean the Units, Parking Spaces, private/reserved terraces/roofs with or without any facilities and all other areas at the Building Complex capable of being transferred independently or by being added to the area of any Unit or by making the same appurtenant to any Unit or otherwise and shall also include any area, right or privilege at the Building Complex capable of being commercially exploited or transferred for consideration in any manner and include the proportionate undivided shares in land and/or the Common Areas and Installations appurtenant to the Units.

1.19 "SHARES IN LAND" shall mean the proportionate undivided share in the land of whole or part of the said Premises attributable to any Unit.

1.20 "PARKING SPACES" shall mean the spaces at the Building Complex including at covered space, open area or under a shade at the open area or mechanized multilevel systems at the open area for parking of motor cars and/or two-wheelers.

1.21 "UNITS" shall mean the independent and self-contained residential apartments and non-residential shops, offices and other spaces including any private/reserved terraces/roofs capable of being exclusively held used or occupied by a person.

1.22 TRANSFER : With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in building/s to purchase thereof although the same may not amount to a transfer in law without causing in any manner in convenience or disturbance to the Owner's.

1.23 TRANSFEREE: Shall mean a person, firm, limited company, and association of persons to whom any space in the proposed new building/s will be transferred.

1.24 TIME: Shall mean the construction shall be completed within **24 (Twenty Four) months** from the date of sanction of the building Plan by the Kolkata Municipal Corporation togetherwith an extension of **6(Six) months** from the period mentioned above.

1.25 WORDS : Importing singular shall include plural and vice-versa and the words importing masculine gender shall include feminine and vice-versa and similarly words importing neutral render shall include masculine and feminine genders.

ARTICLE - II
INTERPRETATIONS

2.1 Any reference to a statute shall include any statutory extension or modifications, re-enactment of such statute and any rules, regulations, by-laws or orders made thereunder.

2.2 any covenant by the Developer and/or the Owners to act or to do anything shall be deemed to include their respective obligations to perform the said act or thing to be done.

2.3 Singular number shall include plural and vice-versa.

2.4 The headings shall not form part of this Agreement and have been given only for the sake of convenience and shall not be taken into account for the purpose of construction or interpretation of this Agreement.

ARTICLE - III
DATE OF COMMENCEMENT

3.1 This Agreement shall be deemed to have commenced on and with effect from the date of execution of this Agreement.

ARTICLE - IV
OWNERS' REPRESENTATIONS

The Owners have represented to the Developer as follows:

4.1 The Owners are the absolute bonafide undisputed owners of the said Premises.

4.2 The said Premises is free from all encumbrances, charges and liens except tenancy.

- 4.3 There is no impediment of any nature whatsoever for the Owners to entrust the development of the said Premises.
- 4.4 The Owners shall render its best co-operation and assistance to the Developer in the matter of development of the said Premises and/or the construction of one or more buildings whenever required by the developer.

ARTICLE - V

DEVELOPER'S REPRESENTATIONS AND UNDERTAKINGS

5.1 The Developer shall carry out the work of development of the said Premises and/or construction of the entire building

- i) at its own costs and expenses except those specifically otherwise provided herein;
- ii) in accordance with the provisions of applicable laws in force for the time being and the Rules, Regulations and Bye-laws framed there under and/or in force for the time being and in accordance with the plan duly sanctioned by the Kolkata Municipal Corporation or any other Competent Authority; and
- iii) as per the provisions contained in this Agreement.

5.2 The Developer shall ensure that the standards of construction, finish and general appearance of the building(s) and the materials and fittings to be used in the construction of the said building(s) shall be of good quality.

ARTICLE - VI

MUTUAL COVENANTS

6.1 The Developer shall be entitled to prepare and submit fresh and/or revised plans to the Kolkata Municipal Corporation or any other Competent Authority in the name of the Owners and all costs, charges and expenses

incurred for preparation of the plans and sanctioning thereof shall be paid borne and discharged by the Developer.

6.2 The Owners shall subject to performance by the Developer of its obligations sign and execute at the costs of the Developer and deliver to the Developer all plans, sketches, designs, lay-outs, maps, specifications, applications, declarations, affidavits and other documents, papers and writings as may from time to time be necessary or required by the Developer for obtaining any necessary modifications and/or revisions and/or necessary changes to or renewal of the said sanctioned plan for construction of the said building(s).

6.3 The Owners hereby agrees that it shall execute such proper Development Power of Attorney in favour of the Developer and/or its nominee or nominees from time to time restricted to preparation of plans, sketches, designs, layouts, maps, specifications, applications, declarations, affidavits and other papers and documents and signing thereof for, on behalf and in the name of the Owners, submission of such plans to the concerned authorities, making representations, obtaining of such sanction or permissions and approvals and making deposits and payments to the concerned authorities and proceeding with the construction of the building or buildings in and upon the Premises.

6.4 All the expenses including legal and other expenses incurred by the Developer including the Architect's fee and other allied expenses relating to the constructions to be made by the Developer will be borne by the Developer alone and the Owners shall not be liable in respect thereof.

6.5 The Developer shall be entitled to mortgage or charge the said premises and/or its entitlement being the Developer's Allocation in favour of Banks and/or Financial Institutions for the purpose of financing the construction of the building(s) on the said Premises. The Owners will assist and co-operate

with the Developer in this regard and shall have no personal liability as to the same or any portion thereof.

6.6 All costs, charges and expenses for obtaining sanction of the plans and also for obtaining of all permissions and approvals from the concerned authorities relating thereto shall be paid, borne and discharged by the Developer and as and when such plans are sanctioned and approved.

6.7 The Owners agree to transfer to the Developer undivided share and or interest of the Developer's Allocation for the consideration receivable and/or received by the Developer and on the terms and conditions that may be entered into by and between the Developer. Provided that the terms and conditions that may be agreed upon by and between the Developer shall not be contradictory to or inconsistent with the terms provided herein. The Owners agrees to execute and register proper Deed of Transfers/Conveyance in respect of the Developer's Allocation to the Developer from time to time as may be required by the Developer. The Owners shall execute a development Power of Attorney in favour of the Developer for the purpose of execution and registration of such Deeds for and on behalf of the Owners.

6.8 All matters, litigations etc. by any third party out of anything done or omitted to be done by the Developer and/or its agents under this Agreement shall be defended by the Developer for and on its own behalf and on behalf of the Owner at the costs of the Developer alone. Provided that in the event of such matters or litigations arising out of anything done or omitted to be done by the Owners, the Owners shall bear and pay the costs and expenses thereof and shall indemnify and keep indemnified the Developer in respect thereof.

6.9 After the Developer has obtained sanction from the Kolkata Municipal Corporation or any other Competent Authority concerned for construction of building on the said Premises, the Developer shall be entitled to demolish or cause to be demolished the old structures and building(s) standing thereon at

its own costs. All materials and debris including all sheds, structures and frames available on such demolition shall belong to the Developer who shall be entitled to remove or dispose of the same and to appropriate the proceeds thereof for its own behalf.

6.10 Taking into account the total area of the land comprised in the said Premises, the Developer shall be entitled to construct, erect and complete the multistoried building on the said Premises consisting of several self-contained flats/apartments/shops/offices/constructed spaces/ car parking spaces capable of being held and/or enjoyed independently.

6.11 The Developer shall be entitled to appoint at its own costs and expenses Contractor/Contractors/Sub-Contractors and labourers for the construction and completion of the building(s) or any portion thereof either wholly or department-wise or job-wise or on piecemeal basis. It is expressly agreed that there shall be no privity of contract between the Owner and any such contractor/sub-contractor or labourers and the Owners shall under no circumstances be liable to bear or pay any liability for payment of any dues of such contractors/sub-contractors or labourers and that the Developer shall be solely responsible for the same.

6.12 The parties herein mutually agree that the rehabilitation of the tenants shall be made out from the Owners' Allocation and the arrangement of the shifting of the existing tenants shall be undertaken by the Developer herein. If any tenant is willing to take an amount from the developer and hand over the possession to the developer, the owners shall have no objection to the same and the said area shall belong to the developer duly vacated by the tenant.

ARTICLE - VII

COST OF CONSTRUCTIONS

7.1 The entire costs of construction of the building(s) to be constructed on the said premises including the area falling in the share of the Owner shall be borne by the Developer. Such costs shall include the costs of all services, amenities, fittings and fixtures and all overheads regarding

construction, price rise in the cost of materials used for construction, fees payable to the Architect and Engineers in respect of the construction and costs for the purpose of obtaining various sanctions/licenses. It is expressly agreed that the Owner shall not be required to contribute any amount in that behalf unless expressly provided for otherwise elsewhere in this Agreement.

ARTICLE - VIII DEVELOPER'S OBLIGATIONS

- 8.1. The Developer undertakes to construct and complete one or more buildings on the Said Premises:
 - i) entirely at its own costs;
 - ii) strictly in accordance with the sanctioned plan;
 - iv) in accordance with the provisions of the Kolkata Municipal Corporation laws and the rules and regulations and bye-laws framed thereunder with regard to the construction of buildings;
 - v) by using the standard quality of construction materials;
- 8.2. The Developer wherever necessary further undertakes to complete the Building Complex under the supervision and control of the Architect to be appointed by the Developer.
- 8.3. Unless prevented by the existence of Force Majeure conditions, the Developer shall complete the Building Complex in all respects together with the fixtures, fittings and all other facilities to be provided therein within **24 months** from the date of obtaining of sanction of the Building plan togetherwith a grace and/or extension of **6months** after completion of the aforesaid period of 24 months.
- 8.4. The Developer shall at its own costs and expenses obtain all necessary permissions and/or sanctions and/or No Objections and/or

connections from the Kolkata Municipal Corporation, CESC Ltd., Fire Brigade Authorities, Police Authorities and other appropriate Government Authorities and/or Departments, in the name of the Owners as the case may be.

ARTICLE - IX
DEVELOPER'S RIGHTS

- 9.1. The Developer shall be entitled to appoint and employ such licensed contractors, engineers, masons, mistries, caretakers, managers, supervisors, durwans, guards and other staff and employees at such remuneration, salaries, fees and charges as the Developer shall at its discretion think proper. The Developer alone shall be responsible for payment of salaries, wages, remuneration, compensation and other charges to all such persons who may be engaged or appointed by the Developer.
- 9.2. The Owners shall render its best co-operation and assistance to the Developer in carrying out development of the said premises and/or construction of the building Complex as aforesaid in the manner as herein agreed.
- 9.3. The Owners shall sign, execute and deliver all necessary applications, letters, declarations, affidavits, bonds and other papers and documents as may from time to time be necessary or required to enable the Developer to apply for and obtain electricity, lifts, telephones, gas, water, sewerage, drainage connections and other public utility services at the said building or portions thereof either in the name of the Owner and/or in the name of the Developer and/or its nominee(s).
- 9.4. The Owners agrees not to create any impediment and/or hindrance of any nature whatsoever in and/or interfere with the development of the

said premises and/or construction of the said building(s) by the Developer as herein agreed and/or in the Developer's carrying out its obligations under this Agreement so long as the Developer does not commit any breach of any of the terms and conditions of this Agreement or any provisions of municipal and other laws, Rules and Regulations and Bye-laws.

- 9.5. The Developer without causing any loss, risk or liability to the Owners, shall be entitled to apply in the name of the Owners, but at the cost of the Developer, for steel, cement and/or other building materials to the appropriate authorities for the construction of the said building.
- 9.6. That it has been clearly agreed between the Parties that the materials/debris realized from the demolition of the existing structures in the said Premises shall belong to the Developer who shall have full right to sell the same and receive the proceeds thereof, without any claim or right of the Owners in the same.
- 9.7. The Owners undertake to act in goodfaith towards the Developer (and any appointed and/or designated representative) so that the Project can be successfully completed.

ARTICLE - X

CONVEYANCE & TRANSFER

10.1. The Owners agrees and undertakes to execute and register the Deeds of Conveyance in respect of undivided shares and/or interests in the land comprised in the said Premises attributable to different constructed units/spaces and/or the car parking spaces in favour of the Developer and/or its nominee/nominees in respect of the areas comprised in the Developer's Allocation. Provided however that all costs, charges and expenses including stamp duty and registration fee and legal fees and expenses in this regard

shall be borne and paid by the Developer and/or its such nominee/nominees.. Similarly, the Developer, if demanded by the Owners, shall also execute and register Conveyance or Conveyances of the Owners' Allocation in favour of the Owners and/or its nominee, assignee and/or purchasers at the costs and expenses of the Owners and/or its such nominee, purchaser and/or assignee and shall also obtain all certificates and permissions as may be required and deliver it to the Owners.

ARTICLE - XI **POSSESSION & UNDERSTANDING**

- 11.1 The entire understanding of the parties hereto under this Agreement is specifically based on the terms and conditions recited under this Article/Head.
- 11.2 The Owners shall hand over peaceful and symbolical possession of the said Premises to the Developer on the execution of this Agreement.
- 11.3. The Owners shall not indulge in any activities which may be detrimental to the development of the said Premises and/or which may affect the mutual interest of the parties.

ARTICLE - XII **SECURITY DEPOSIT & MISCELLANEOUS**

- 12.1. The Developer shall pay a total sum of Rs. 20,00,000/- (Rupees Twenty Lacs only) to the Owners, which shall be treated as Security Deposit, in 3 (Three) stages : (i) First Stage – Rs. 5,00,000/- (Rupees Five Lacs), payable at the Time of signing of this Agreement,
- (ii) Second Stage – Rs. 5,00,000/- (Rupees Five Lacs) after settlement with the Tenants, amalgamation of the said Premises alongwith a boundary declaration and clearance of any other encumbrances (if any);
- (iii) Third Stage – Rs. 10,00,000/- (Rupees Ten Lacs) after sanctioning of the Building Plan

- 12.2. The said amount of Rs. 20,00,000/- (Rupees Twenty Lacs only) which is made payable to the Owners, an interest free security deposit shall be refunded by the Owners to the Developer at the time of handing over of Owners' Allocation.
- 12.3. The Owners shall either execute a separate Development Power of Attorney for such purpose in favour of the Developer or include such Power in the Development Power of Attorney agreed to be given by the Owners in favour of the Developer as aforesaid. Notwithstanding such grant of Power of Attorney, the Owners shall continue to be liable and shall execute and register all and/or any Transfer Deeds as aforesaid as may be directed by the Developer in writing.
- 12.4. This Agreement constitutes the entire understanding of the parties and prevails and supersedes over all other representations whether oral or in writing made prior to the date of the agreement.
- 12.5. Any amendment or modification to the building Plans may be made or caused to be made by the Developer in consultation with the owner within the permissible limits of the Planning Authorities and/or sanctioned under Rule 25 of the KMC Building Rules.
- 12.6. The Developer hereby agrees and covenants with the Owner not to part with possession of the Developer's Allocation or any part or portion thereof unless possession of the Owners' Allocation is delivered to the Owner, provided however this shall not prevent the Developer from entering into any Agreement for Sale or transfer or to deal with the Developer's Allocation.
- 12.7. It is agreed between the parties that should the developer manages to obtain the permissions from the concerned planning authorities to construct further floors on the top roof of the new building, in that event

the ratio shared between the Owners and the Developer shall be 35: 65 of the constructed area in the building complex, wherein Owners shall receive 35% of the total built-up area and the developer shall receive 65% of the total built-up area.

- 12.8. It is understood that from time to time to facilitate the uninterrupted construction of the New Building by the Developer, various deed, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owners. Further, various application and other documents may be required to be made or signed by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, at the cost and expenses of the Developer.
- 12.9. In the event of any default on the part of one party, the other party shall be entitled to sue the other party in default for specific performance of this Agreement and also for damages. However, the Developer shall not be liable for any delay in implementing the Project due to Force Majeure.

ARTICLE – XIII

INDEMNITY

13.1. The Owners hereby indemnify and agree to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil suffered by the Developer in the course of implementing the Project as mentioned aforesaid for any successful claim by any third party for any defect in the title of the said Premises or any of the representations of the Owners being incorrect.

ARTICLE - XIV
JURISDICTION

15. The courts of Kolkata and the High Court at Calcutta shall have the exclusive jurisdiction to entertain, try and determine all actions and proceedings arising out of and/or in relation to this Agreement.

THE SCHEDULE ABOVE REFERRED TO :

(Said Premises)

(1) **ALL THAT** piece and parcel of land measuring an area of 3 Cottahs 12 chittacks 13sq.ft, togetherwith One storied tiledshed tenanted structure measuring an area about 2521 sq.ft. more or less, situate and lying at Premises No. 67, Satin Sen Sarani, (formally known as Maniktala Main Road), P.O. Kankurgachi, P.S. Maniktala, Kolkata - 700054, within the limits of Kolkata Municipal Corporation under ward No. 032, having Assessee No. 11-032-11-0028-4, under the jurisdiction of A.D.S.R Sealdah, which is butted and bounded in the manner as follows :

ON THE NORTH : By Land of Rahini Dasi;
ON THE SOUTH : By Municipal drain thereafter Maniktala Main Road;
ON THE EAST : By common passage (12ft);
ON THE WEST : By 66A, Satin Sen Sarani (old Maniktala Main Road);

(2) **ALL THAT** piece and parcel of land measuring an area of 2 Cottahs 08. chittacks 8 sq.ft, togetherwith One storied tiledshed tenanted structure measuring an area about 2000 sq.ft. more or less, situate and lying at Premises No. 68, Satin Sen Sarani, (formally known as Maniktala Main Road), P.O. Kankurgachi, P.S. Maniktala, Kolkata - 700054, within the limits of Kolkata Municipal Corporation under ward No. 032, having Assessee No. 11-

032-11-0029-6, under the jurisdiction of A.D.S.R Sealdah, which is butted and bounded in the manner as follows :-

- ON THE NORTH** : By 69, Maniktala Main Road;
ON THE SOUTH : By 67, Maniktala Main Road ;
ON THE EAST : By Common passage (12ft);
ON THE WEST : By 66A, Satin Sen Sarani (old Maniktala Main Road);

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

SIGNED AND DELIVERED

by the Owners at Kolkata
 in the presence of:

1. Pratap Chandra Nandi
 10/20/21 Kanni Lal Nandi
 of 19/2/16, Goolagan Street
 P.S. Maniktala, West-6.

2. Rajat Kumar Sinha,
 Advocate
 City Civil Court,
 Calcutta,

Biman Kumar Ghosh

Prasenjit K. Ghosh

Sunit Kumar Ghosh

Latika Ghosh

Rajib Ghosh

Sumana Ghosh

SIGNED AND DELIVERED

by the Developer at Kolkata
in the presence of:

1. *Debashis Das*
Krishnapur, Gosalgaeta
Hooghly - 712708

CASITA REAL ESTATE LLP

[Signature]
Partner

CASITA REAL ESTATE LLP

[Signature]
Partner

2. *Paroma Sengupta, Adv.*
Calcutta High Court
Kolkata - 700001.

CASITA REAL ESTATE LLP

[Signature]
Partner

Drafted by me as per
the instructions of
the parties

Paroma Sengupta, Adv.
Calcutta High Court.
Enrolment No - WB/2454/2010.

RECEIVED of and from the within named **DEVELOPER** the within mentioned sum of Rs.5,00,000/- (Rupees Five Lacs only) being the First Installment of deposit payable under these presents as per Memo below :-

MEMO OF CONSIDERATION

Biman Kumar Ghosh

Sri. Biman ^{Kumar} Ghosh - By D.D. No. 019055 dated 27.06.2022 From IDBI Bank (kankurgachi Brach)	Rs.97,222/-
Sri. Birendra Kumar Ghosh - By D.D. No. 019054 dated 27.06.2022 From IDBI Bank (kankurgachi Brach)	Rs.97,222/-
Smt. Latika Ghosh - By D.D. No. 019053 dated 27.06.2022 From IDBI Bank (kankurgachi Brach)	Rs.97,222/-
Sri. Sumit Kumar Ghosh - By D.D. No. 019052 dated 27.06.2022 From IDBI Bank (kankurgachi Brach)	Rs.97,222/-
Sri. Rajib Ghosh - By D.D. No. 019051 dated 27.06.2022 From IDBI Bank (kankurgachi Brach)	Rs.55,556/-
Smt. Sumana Ghosh - By D.D. No. 019050 dated 27.06.2022 From IDBI Bank (kankurgachi Brach)	Rs.55,556/-

Total

Rs. 5,00,000/-

(RUPEES FIVE LACS ONLY)

Witnesses

1. *Prof. Randeepa Sauri*
2. *Rajat Kumar Sinha,*
Advocate

Biman Kumar Ghosh
Birendra K. Ghosh
Sumit Kumar Ghosh
Latika Ghosh
Rajib Ghosh
Sumana Ghosh

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl No Signatures of the executants and or purchaser Presentants



Bimal Kumar Ghosh



Biswadev Pr. Thak



Sumit Kumar Ghosh



SPECIMEN FORM FOR TEN FINGERPRINTS

Signature of the executants
and or purchaser
Presentants



Rakita Ghosh



Rajib Ghosh



Sumana Ghosh



SPECIMEN FORM FOR TEN FINGERPRINTS

Signatures of the
and or purchaser
Presentants



Signature of the first person



Signature of the second person



Signature of the third person

Little	Ring	Middle (left)	Fore hand)	Thumb
Thumb	Fore	Middle (right)	Ring hand)	Little
Little	Ring	Middle (left)	Fore hand)	Thumb
Thumb	Fore	Middle (right)	Ring hand)	Little
Little	Ring	Middle (left)	Fore hand)	Thumb
Thumb	Fore	Middle (right)	Ring hand)	Little



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

GRN Details

GRN: 192022230060408881 Payment Mode: Online Payment
GRN Date: 28/06/2022 07:29:28 Bank/Gateway: State Bank of India
BRN: IK0BTGDEW7 BRN Date: 28/06/2022 07:31:19
Payment Status: Successful Payment Ref. No: 2001863981/4/2022
[Query No**/Query Year]

Depositor Details

Depositor's Name: PAROMA SENGUPTA
Address: garia station
Mobile: 8910075121
Depositor Status: Advocate
Query No: 2001863981
Applicant's Name: Mr Paroma Sengupta
Identification No: 2001863981/4/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001863981/4/2022	Property Registration- Stamp duty	0030-02-103-003-02	74921
2	2001863981/4/2022	Property Registration- Registration Fees	0030-03-104-001-16	5021
Total				79942

IN WORDS: SEVENTY NINE THOUSAND NINE HUNDRED FORTY TWO ONLY.



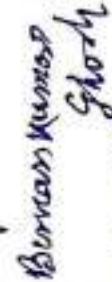
Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19042001863981/2022

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr BIMAN KUMAR GHOSH 74 GIRISH PARK NORTH, City:- Kolkata, P.O:- BEADON STREET, P.S:-Girish Park, District:-Kolkata, West Bengal, India, PIN:- 700006	Land Lord		 6860	 28-06/22
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr ANINDYA SENGUPTA 175J MANIKTALA MAIN ROAD, City:- Not Specified, P.O:- KANKURGACHI, P.S:- Phool Bagan, District:- South 24-Parganas, West Bengal, India, PIN:- 700054	Representative of Developer [CASITA REAL ESTATE LLP]		 6859	 28/06/22

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mr SOUMEN MUKHERJEE 175/L/1 MANIKTALA MAIN ROAD, City:- Not Specified, P.O:- KANKURGACHI, P.S:- Phool Bagan, District:- South 24-Parganas, West Bengal, India, PIN:- 700054	Representative of Developer [CASITA REAL ESTATE LLP]			 28/06/22
4	Mr BIRENDRA KUMAR GHOSH 74 GIRISH PARK NORTH, City:- Kolkata, P.O:- BEADON STREET, P.S:- Girish Park, District:-Kolkata, West Bengal, India, PIN:- 700006	Land Lord			 28/6/22
5	Mr SUMIT KUMAR GHOSH 74 GIRISH PARK NORTH, City:- Kolkata, P.O:- BEADON STREET, P.S:- Girish Park, District:-Kolkata, West Bengal, India, PIN:- 700006	Land Lord			 28/06/2022

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
6	Mrs LATIKA GHOSH SHANKARHATI, City:- Howrah, P.O:- MUNSIRHAT, P.S:- JAGATBALLABHPUR, District:-Howrah, West Bengal, India, PIN:- 711410	Land Lord		 6864	<i>Latika Ghosh</i> 28/6/22
7	Mr RAJIB GHOSH SHAKARHATI, City:- Howrah, P.O:- MUNSIRHAT, P.S:- JAGATBALLABHPUR, District:-Howrah, West Bengal, India, PIN:- 711410	Land Lord		 6865	<i>Rajib Ghosh</i> 28/6/22
8	Mrs SUMANA GHOSH 37/1 SOUTH ROAD SANTOSPUR, City:- Not Specified, P.O:- SANTOSPUR, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075	Land Lord		 6866	<i>Sumana Ghosh</i> 28.6.22

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
9	Mr SUPRIYADITYA PAUL P-27 MANIKTALA MAIN ROAD, City:- Not Specified, P.O:- KANKURGACHI, P.S:- Phool Bagan, District:- South 24-Parganas, West Bengal, India, PIN:- 700054	Representative of Developer [CASITA REAL ESTATE LLP]			<i>Supriyaditya Paul</i> 28-06-2022
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mrs PAROMA SENGUPTA Daughter of Mr ADHISH SENGUPTA CALCUTTA HIGH COURT, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001	Mr BIMAN KUMAR GHOSH, Mr ANINDYA SENGUPTA, Mr SOUMEN MUKHERJEE, Mr BIRENDRA KUMAR GHOSH, Mr SUMIT KUMAR GHOSH, Mrs LATIKA GHOSH, Mr RAJIB GHOSH, Mrs SUMANA GHOSH, Mr SUPRIYADITYA PAUL			<i>Paroma Sengupta</i> 28/6/2022

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

Major Information of the Deed

Deed No :	I-1904-10498/2022	Date of Registration	30/06/2022
Query No / Year	1904-2001863981/2022	Office where deed is registered	
Query Date	21/06/2022 8:24:37 AM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address Other Details	Paroma Sengupta Calcutta High Court, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8910075121, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]. [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
Rs. 4/-	Rs. 3,14,62,428/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 5,105/- (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:- Maniktala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Satin Sen Sarani, Road Zone : (Kankurgachi More (Ward-32) -- E.M. Bye Pass Off Road (Ward-32)) , Premises No: 67, , Ward No: 032 Pin Code : 700054

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 13 Sq Ft	1/-	1,85,06,660/-	Width of Approach Road: 12 Ft.,

District: South 24-Parganas, P.S:- Maniktala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Satin Sen Sarani, Road Zone : (Kankurgachi More (Ward-32) -- E.M. Bye Pass Off Road (Ward-32)) , Premises No: 68, , Ward No: 032 Pin Code : 700054

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	(RS :-)		Bastu	2 Katha 8 Chatak 8 Sq Ft	1/-	1,23,33,226/-	Width of Approach Road: 12 Ft.,
Grand Total :				10.3606Dec	2/-	308,39,886/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L2	2000 Sq Ft.	1/-	2,75,400/-	Structure Type: Structure Tenanted,
Gr. Floor, Area of floor : 2000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 60 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					

52	On Land L1	2521 Sq Ft.	1/-	3,47,142/-	Structure Type: Structure Tenanted,
Gr. Floor, Area of floor : 2521 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 60 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
	Total :	4521 sq ft	2 /-	6,22,542 /-	

Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature
1	Mr BIMAN KUMAR GHOSH Son of Late SATYA CHARAN GHOSH 74 GIRISH PARK NORTH, City:- Kolkata, P.O:- BEADON STREET, P.S:- Girish Park, District:-Kolkata, West Bengal, India, PIN:- 700006 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: ADxxxxxx6N, Aadhaar No: 63xxxxxxxx8282, Status :Individual, Executed by: Self, Date of Execution: 28/06/2022 , Admitted by: Self, Date of Admission: 28/06/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 28/06/2022 , Admitted by: Self, Date of Admission: 28/06/2022 ,Place : Pvt. Residence
2	Mr BIRENDRA KUMAR GHOSH Son of Late SATYA CHARAN GHOSH 74 GIRISH PARK NORTH, City:- Kolkata, P.O:- BEADON STREET, P.S:- Girish Park, District:-Kolkata, West Bengal, India, PIN:- 700006 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: ADxxxxxx8Q, Aadhaar No: 57xxxxxxxx7460, Status :Individual, Executed by: Self, Date of Execution: 28/06/2022 , Admitted by: Self, Date of Admission: 28/06/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 28/06/2022 , Admitted by: Self, Date of Admission: 28/06/2022 ,Place : Pvt. Residence
3	Mr SUMIT KUMAR GHOSH Son of Late BAIDYA NATH GHOSH 74 GIRISH PARK NORTH, City:- Kolkata, P.O:- BEADON STREET, P.S:- Girish Park, District:-Kolkata, West Bengal, India, PIN:- 700006 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AUxxxxxx9H, Aadhaar No: 49xxxxxxxx9391, Status :Individual, Executed by: Self, Date of Execution: 28/06/2022 , Admitted by: Self, Date of Admission: 28/06/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 28/06/2022 , Admitted by: Self, Date of Admission: 28/06/2022 ,Place : Pvt. Residence
4	Mrs LATIKA GHOSH Wife of Mr SUNIL GHOSH SHANKARHATI, City:- Howrah, P.O:- MUNSIRHAT, P.S:-JAGATBALLABHPUR, District:-Howrah, West Bengal, India, PIN:- 711410 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: BDxxxxxx6M, Aadhaar No: 52xxxxxxxx3142, Status :Individual, Executed by: Self, Date of Execution: 28/06/2022 , Admitted by: Self, Date of Admission: 28/06/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 28/06/2022 , Admitted by: Self, Date of Admission: 28/06/2022 ,Place : Pvt. Residence

Mr RAJIB GHOSH

Son of Late KALIPADA GHOSH SHAKARHATI, City:- Howrah, P.O:- MUNSIRHAT, P.S:-JAGATBALLABHPUR, District:-Howrah, West Bengal, India, PIN:- 711410 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AKxxxxxx7B, Aadhaar No: 94xxxxxxxx5284, Status :Individual, Executed by: Self, Date of Execution: 28/06/2022
 , Admitted by: Self, Date of Admission: 28/06/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 28/06/2022
 , Admitted by: Self, Date of Admission: 28/06/2022 ,Place : Pvt. Residence

6 Mrs SUMANA GHOSH

Wife of Mr SHYAMAPADA GHOSH 37/1 SOUTH ROAD SANTOSPUR, City:- Not Specified, P.O:- SANTOSPUR, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: BVxxxxxx0F, Aadhaar No: 61xxxxxxxx9953, Status :Individual, Executed by: Self, Date of Execution: 28/06/2022
 , Admitted by: Self, Date of Admission: 28/06/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 28/06/2022
 , Admitted by: Self, Date of Admission: 28/06/2022 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	CASITA REAL ESTATE LLP 175J MANIKTALA MAIN ROAD, City:- Not Specified, P.O:- KANKURGACHI, P.S:-Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN:- 700054 , PAN No.:: AAxxxxxx2L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr ANINDYA SENGUPTA (Presentant) Son of Late ARUN KANTI SENGUPTA 175J MANIKTALA MAIN ROAD, City:- Not Specified, P.O:- KANKURGACHI, P.S:-Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN:- 700054, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AJxxxxxx6C, Aadhaar No: 88xxxxxxxx5565 Status : Representative, Representative of : CASITA REAL ESTATE LLP (as DESIGNATED PARTNER)
2	Mr SOUMEN MUKHERJEE Son of BIMAL MUKHERJEE 175/L/1 MANIKTALA MAIN ROAD, City:- Not Specified, P.O:- KANKURGACHI, P.S:-Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN:- 700054, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHxxxxxx5E, Aadhaar No: 74xxxxxxxx2420 Status : Representative, Representative of : CASITA REAL ESTATE LLP (as DESIGNATED PARTNER)
3	Mr SUPRIYADITYA PAUL Son of Mr BISHNUPADA PAUL P-27 MANIKTALA MAIN ROAD, City:- Not Specified, P.O:- KANKURGACHI, P.S:-Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN:- 700054, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx0M, Aadhaar No: 85xxxxxxxx2272 Status : Representative, Representative of : CASITA REAL ESTATE LLP (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
Mrs PAROMA SENGUPTA Daughter of Mr ADHISH SENGUPTA CALCUTTA HIGH COURT, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001			

Identifier Of Mr BIMAN KUMAR GHOSH, Mr ANINDYA SENGUPTA, Mr SOUMEN MUKHERJEE, Mr BIRENDRA KUMAR GHOSH, Mr SUMIT KUMAR GHOSH, Mrs LATIKA GHOSH, Mr RAJIB GHOSH, Mrs SUMANA GHOSH, Mr SUPRIYADITYA PAUL

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr BIMAN KUMAR GHOSH	CASITA REAL ESTATE LLP-1.03622 Dec
2	Mr BIRENDRA KUMAR GHOSH	CASITA REAL ESTATE LLP-1.03622 Dec
3	Mr SUMIT KUMAR GHOSH	CASITA REAL ESTATE LLP-1.03622 Dec
4	Mrs LATIKA GHOSH	CASITA REAL ESTATE LLP-1.03622 Dec
5	Mr RAJIB GHOSH	CASITA REAL ESTATE LLP-1.03622 Dec
6	Mrs SUMANA GHOSH	CASITA REAL ESTATE LLP-1.03622 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr BIMAN KUMAR GHOSH	CASITA REAL ESTATE LLP-0.690556 Dec
2	Mr BIRENDRA KUMAR GHOSH	CASITA REAL ESTATE LLP-0.690556 Dec
3	Mr SUMIT KUMAR GHOSH	CASITA REAL ESTATE LLP-0.690556 Dec
4	Mrs LATIKA GHOSH	CASITA REAL ESTATE LLP-0.690556 Dec
5	Mr RAJIB GHOSH	CASITA REAL ESTATE LLP-0.690556 Dec
6	Mrs SUMANA GHOSH	CASITA REAL ESTATE LLP-0.690556 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr BIMAN KUMAR GHOSH	CASITA REAL ESTATE LLP-333.33333300 Sq Ft
2	Mr BIRENDRA KUMAR GHOSH	CASITA REAL ESTATE LLP-333.33333300 Sq Ft
3	Mr SUMIT KUMAR GHOSH	CASITA REAL ESTATE LLP-333.33333300 Sq Ft
4	Mrs LATIKA GHOSH	CASITA REAL ESTATE LLP-333.33333300 Sq Ft
5	Mr RAJIB GHOSH	CASITA REAL ESTATE LLP-333.33333300 Sq Ft
6	Mrs SUMANA GHOSH	CASITA REAL ESTATE LLP-333.33333300 Sq Ft

Transfer of property for S2

Sl.No	From	To. with area (Name-Area)
1	Mr BIMAN KUMAR GHOSH	CASITA REAL ESTATE LLP-420.16666700 Sq Ft
2	Mr BIRENDRA KUMAR GHOSH	CASITA REAL ESTATE LLP-420.16666700 Sq Ft
3	Mr SUMIT KUMAR GHOSH	CASITA REAL ESTATE LLP-420.16666700 Sq Ft
4	Mrs LATIKA GHOSH	CASITA REAL ESTATE LLP-420.16666700 Sq Ft
5	Mr RAJIB GHOSH	CASITA REAL ESTATE LLP-420.16666700 Sq Ft
6	Mrs SUMANA GHOSH	CASITA REAL ESTATE LLP-420.16666700 Sq Ft

On 28-06-2022

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

Presented for registration at 21:50 hrs on 28-06-2022, at the Private residence by Mr ANINDYA SENGUPTA .

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 3,14,62,428/-

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

Execution is admitted on 28/06/2022 by 1. Mr BIMAN KUMAR GHOSH, Son of Late SATYA CHARAN GHOSH, 74 GIRISH PARK NORTH, P.O: BEADON STREET, Thana: Girish Park, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by Profession Others, 2. Mr BIRENDRA KUMAR GHOSH, Son of Late SATYA CHARAN GHOSH, 74 GIRISH PARK NORTH, P.O: BEADON STREET, Thana: Girish Park, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by Profession Others, 3. Mr SUMIT KUMAR GHOSH, Son of Late BAIDYA NATH GHOSH, 74 GIRISH PARK NORTH, P.O: BEADON STREET, Thana: Girish Park, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by Profession Others, 4. Mrs LATIKA GHOSH, Wife of Mr SUNIL GHOSH, SHANKARHATI, P.O: MUNSIRHAT, Thana: JAGATBALLABHPUR, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711410, by caste Hindu, by Profession Others, 5. Mr RAJIB GHOSH, Son of Late KALIPADA GHOSH, SHANKARHATI, P.O: MUNSIRHAT, Thana: JAGATBALLABHPUR, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711410, by caste Hindu, by Profession Others, 6. Mrs SUMANA GHOSH, Wife of Mr SHYAMAPADA GHOSH, 37/1 SOUTH ROAD SANTOSPUR, P.O: SANTOSPUR, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession Others

Identified by Mrs PAROMA SENGUPTA . . . Daughter of Mr ADHISH SENGUPTA, CALCUTTA HIGH COURT, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 28-06-2022 by Mr SOUMEN MUKHERJEE, DESIGNATED PARTNER, CASITA REAL ESTATE LLP (LLP), 175J MANIKTALA MAIN ROAD, City:- Not Specified, P.O:- KANKURGACHI, P.S:-Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN:- 700054

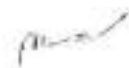
Identified by Mrs PAROMA SENGUPTA . . . Daughter of Mr ADHISH SENGUPTA, CALCUTTA HIGH COURT, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 28-06-2022 by Mr SUPRIYADITYA PAUL, PARTNER, CASITA REAL ESTATE LLP (LLP), 175J MANIKTALA MAIN ROAD, City:- Not Specified, P.O:- KANKURGACHI, P.S:-Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN:- 700054

Identified by Mrs PAROMA SENGUPTA . . . Daughter of Mr ADHISH SENGUPTA, CALCUTTA HIGH COURT, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 28-06-2022 by Mr ANINDYA SENGUPTA, DESIGNATED PARTNER, CASITA REAL ESTATE LLP (LLP), 175J MANIKTALA MAIN ROAD, City:- Not Specified, P.O:- KANKURGACHI, P.S:-Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN:- 700054

Identified by Mrs PAROMA SENGUPTA . . . Daughter of Mr ADHISH SENGUPTA, CALCUTTA HIGH COURT, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate


Mohul Mukhopadhyay

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

On 29-06-2022

Payment of Fees

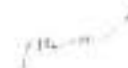
Certified that required Registration Fees payable for this document is Rs 5,105/- (B = Rs 5,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by by online = Rs 5,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 28/06/2022 7:31AM with Govt. Ref. No: 192022230060408881 on 28-06-2022, Amount Rs: 5,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BTGDEW7 on 28-06-2022, 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 by online = Rs 74,921/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 28/06/2022 7:31AM with Govt. Ref. No: 192022230060408881 on 28-06-2022, Amount Rs: 74,921/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BTGDEW7 on 28-06-2022, 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

On 30-06-2022

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
(5) of Indian Stamp Act 1899.

Payment of Fees

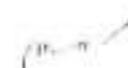
Certified that required Registration Fees payable for this document is Rs 5,105/- (B = Rs 5,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 84/-

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/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 52909, Amount: Rs.100/-, Date of Purchase: 27/06/2022, Vendor name: S Mukherjee


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 1904-2022, Page from 744385 to 744452

being No 190410498 for the year 2022.



Mohul
Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2022.07.18 12:47:21 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2022/07/18 12:47:21 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)

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DATED THE 28th DAY OF JUNE, 2022

=====

BETWEEN

SRI. BIMAN KUMAR GHOSH & ORS

... OWNERS

AND

M/S. CASITA REAL ESTATE LLP

... DEVELOPER

DEVELOPMENT AGREEMENT

Ms. PAROMA SENGUPTA

Advocate

4, Government Place (North)

Kolkata - 700001

Email : paroma29@gmail.com