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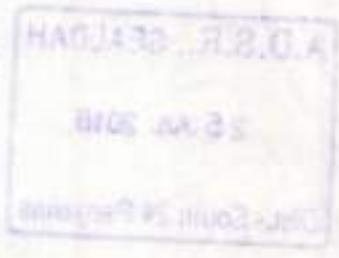
Certified that this document is admitted to Registration. The signature sheet and the Endorsement sheet attached to the document are part of this document

Additional District Sub Registrar
Sankha

25 JUL 2018

DEVELOPMENT AGREEMENT

THIS DEED OF AGREEMENT is made on this the 25th day of July, Two Thousand Eighteen BETWEEN



42096

Dipak Kumar Saha
Advocate
High Court, Calcutta

NAME:
ADJ.
500/ ✓ 2 JUL 2018
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Das Road, Kat-3



2 JUL 2018



Dipak Kr. Saha
S/o. Lt. A.K. Saha
2/11, Ramlal Agarwal Lane
P.S. Baranagar, kat-50

A.D.S.R., SEALDAH
25 JUL 2018
Dist.- South 24 Parganas

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201819-026600110-1

Payment Mode Online Payment

GRN Date: 25/07/2018 11:54:52

Bank : Punjab National Bank

BRN : 141328134

BRN Date: 25/07/2018 11:56:19

DEPOSITOR'S DETAILS

Id No. : 16060001142518/5/2018

[Query No./Query Year]

Name : dipak kumar saha

Contact No. :

Mobile No. : +91 9830219513

E-mail :

Address : 2.1 ramlal agarwal lane

Applicant Name : Mr Dipak Kumar Saha

Office Name :

Office Address :

Status of Depositor : Advocate

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 5

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16060001142518/5/2018	Property Registration- Registration Fees	0030-03-104-001-16	9000

Total

9000

In Words : Rupees Nine Thousand only

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201819-026481431-1 Payment Mode Online Payment
GRN Date: 23/07/2018 12:15:26 Bank : Punjab National Bank
BRN : 141089902 BRN Date: 23/07/2018 12:17:23

DEPOSITOR'S DETAILS

Id No. : 16060001142518/3/2018
[Query No./Query Year]

Name : Dipak Kumar Saha
Contact No. : Mobile No. : +91 9830219513
E-mail :
Address : 21 Ramlal Agarwal Lane North 24 pgs pin 700050
Applicant Name : Mr Dipak Kumar Saha
Office Name :
Office Address :
Status of Depositor : Advocate
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 3

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16060001142518/3/2018	Property Registration- Stamp duty	0030-02-103-003-02	35021
2	16060001142518/3/2018	Property Registration- Registration Fees	0030-03-104-001-16	1021

Total

36042

In Words : Rupees Thirty Six Thousand Forty Two only

(1) SMT. BANDANA DAS, (PAN- BEBPD9511H), wife of Late Sanat Kumar Das, by occupation Housewife, residing at 56, Paikpara Row, P. O. Belgachia, Police Station Chitpur, Kolkata – 700 037, (2) SMT. PAPIA DAS, (PAN-AGEPD8101D), wife of Sri Biswajit Das, by occupation Housewife, residing at 26/2, Jadav Ghosh Road, Sarsuna, P.O. & Police Station Sarsuna, Kolkata – 700 061, and (3) SRI SUDIPTA DAS, (PAN-APMPD0692L), son of Late Saroj Kumar Das, by occupation Advocate, residing at 56, Paikpara Row, P. O. Belgachia, Police Station Chitpur, Kolkata – 700 037, all by faith Hindu, by nationality Indian, hereinafter jointly called and referred to as the "LAND OWNERS" (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective heirs, executors, legal representatives, administrators and assigns) of the FIRST PART.

A N D

GRIHAM REAL ESTATES PRIVATE LIMITED, (PAN- AAFCG7075B), a Company incorporated under the Indian Companies Act, 1956, having its Registered office at 48/1C, B. T. Road, P.O. & Police Station Sinthi, Kolkata - 700 050, represented by one of its Directors namely SRI RANJAN SAHA, (PAN- ALMPS4512L), son of Sri Ratish Chandra Saha, resident of 74, Desha Priya Nagar Colony, P.O. Sinthi, Police Station Baranagar, Kolkata – 700 050, hereinafter called and referred to as the "DEVELOPER" (which term of expression shall unless excluded by or repugnant to the context be deemed to mean and include its Board of Directors, successor-in-office, representatives and assigns) of the SECOND PART.

WHEREAS:

Unless in these presents there is something in the subject or context repugnant to or inconsistent therewith:

- A. ARCHITECT / ENGINEER / L.B.S. shall mean the authorized and registered person who may be appointed by the Developer for planning and supervising of the multi-storied building to be constructed in the Said Property.

- B. BUILDING shall mean the proposed multi-storied building to be constructed at Premises No.56, Paikpara Row, P. O. Belgachia, Police Station Chitpur, Kolkata - 700 037 as per building plans to be sanctioned by the Kolkata Municipal Corporation and shall include the parking and other spaces intended or meant for the enjoyment of the building.
- C. BUILDING PLANS shall mean such plan or plans to be prepared by the Architect / Engineer / L.B.S. for the construction of the building and to be sanctioned by the Kolkata Municipal Corporation and shall include any amendment or modification thereof made or caused to be made by the Developer.
- D. BUILT UP AREA shall mean and include the covered space of flat / unit in the said building.
- E. COMMENCEMENT - this agreement shall be deemed to have come into effect on and with effect from the date first above written.
- F. COMMON EXPENSES shall mean and include the proportionate expenses in respect of maintenance etc. of the common areas, common parts and common facilities.
- G. COMMON AREAS / PARTS / AMENITIES / FACILITIES shall include corridor, boundary walls, ways, stair case, landings passage, septic tank, sewerage, water pump / motor, roof, parapet wall etc. side and other spaces, office room, Guard / Watchman room, lobby, Lift, lift well, under ground water reservoir, over head water tanks, water and other pipes, ducts and plumbing, gates and enclosures, common electric wirings and fittings, ducts, conduits, foundations, pillars and structures etc. and other facilities, which may be mutually agreed upon between the parties and require to be set up for enjoyment maintenance and / or management of the building.

- H. THE CO-OWNERS shall according to the context mean all persons who will own or acquire flats / units in the building including the Owners herein.
- I. DEVELOPER shall mean said "GRIHAM REAL ESTATES PRIVATE LIMITED" and include its Board of Directors, successor-in-office, representatives and assigns.
- J. DEVELOPER'S ALLOCATION shall mean the balance constructed areas excluding the Owners' Allocation i.e. (a) 50% of the total number of Car Parking Spaces in the Ground floor; (b) entire Second floor and (c) the entire Fourth floor.
- K. DOCUMENTS shall mean title deeds, link deeds, tax receipts, certificates and other related papers, orders and documents in connection with the Premises and its title.
- L. FLAT shall mean the covered space or super built up area, as the case may be, consisting of bed rooms, dining room, drawing room, toilet, kitchen, balcony etc. and all fitting and fixture (on agreed terms) therein together with undivided impartible proportionate share or interest in the land comprising the Premises together with proportionate common rights, facilities and amenities.
- M. FORCE MAJEURE shall mean all kinds of natural calamities including flood, earth-quake, riot, war, storm, tempest, civil commotion, strike, lockout and / or any other act or commission beyond the control of the party affected thereby.
- N. OWNERS shall mean said Sri Sudipta Das, Smt. Bandana Das and Smt. Papia Das whose particulars are first above written and include their respective heirs, executors, administrators, successors and legal representatives.

O. OWNERS' ALLOCATION is described in the following manner:

- i. There will be one G + IV storied building. The ground floor will consist of car parking spaces, caretaker room, common toilet and meter space. First floor to fourth floor will consist of residential flats.
- ii. Owners' allocation shall mean (a) 50% of the total number of Car Parking Spaces in the ground floor; (b) entire Third floor allotted to / to be handed over to Sri Sudipta Das and (c) the entire First floor allotted to / to be handed over to Smt. Bandana Das and Smt. Papia Das jointly.
- iii. Apart from the owners' allocation the Developer will give a refundable deposit of Rs.10,00,000/- (Rupees ten lakh) only to the owners. At the time of execution of this agreement Rs.50,000/- (Rupees fifty thousand) only to be given to Sri Sudipta Das, Rs.25,000/- (Rupees twenty five thousand) only to Smt. Bandana Das and Rs.25,000/- (Rupees twenty five thousand) only to Smt. Papia Das. Balance Rs.9,00,000/- (Rupees nine lakh) only will be paid when the Owners will deliver vacant possession of the premises to the Developer for undertaking development. The GST in respect of Owners' allocation will be paid by the Owners to the Developer at the time of taking possession of Owners' allocation. The percentage of GST will be as applicable by the govt.

Be it further mentioned here that the roof of the proposed multi-storied building shall always remain common for the use and enjoyment of the flat owners of the building.

P. PREMISES shall mean the Said Premises No.56, Paikpara Row, P. O. Belgachia, Police Station Chitpur, Kolkata - 700 037, morefully and particularly mentioned and described in the First Schedule hereunder written.

- Q. PURCHASER shall mean and include the person or persons who intend to purchase flats, units, Car Parking Spaces save and except the Owners' allocation in the proposed multistoried building.
- R. SALEABLE SPACE shall mean those spaces in the new building available for use and occupation after making due provision for common facilities and the space required therefor and shall include the Developer's allocation save and except the owners' allocation as mentioned hereinbefore.
- S. SOLICITOR / ADVOCATE shall mean MR. DIPAK KUMAR SAHA, Advocate as already appointed by the Developer.
- T. SUPER BUILT-UP AREA shall mean and include the covered space / built-up area of flat / unit together with undivided proportionate share of the stair case and common / service areas as fixed by the Developer.
- U. TRANSFER with its grammatical variations shall mean and include a transfer by possession and by any other mean adopted for effecting what is understood as a transfer of space in a multi-storied building to Purchaser thereof although the same may not amount to a transfer in law.
- V. TRANSFEREE shall mean person or persons to whom any space / unit in the said multi-storied building has been / shall be transferred or agreed or intended to be transferred.
- W. MASCULINE GENDER shall include feminine gender and vice versa.
- X. SINGULAR NUMBER shall include plural number and vice versa.

AND WHEREAS one Nani Gopal Das purchased ALL THAT piece and parcel of land measuring 6 (six) Cottahs 7 (seven) Chittaks 19 (nineteen) sq. ft. more or less lying and

situate in erstwhile Mouza Paikpara, Touzi No.1298/2833, the then Premises No.16/A, Paikpara Road, comprised in Paikpara Rehousing Scheme Plot No.49, being present Premises No.56, Paikpara Row, in ward no.4 within the limit of Calcutta Corporation now Kolkata Municipal Corporation from Krishna Prasad Mustafi as the Vendor and Biswanath Mustafi as the Confirming Party, by virtue of a Bengali Kobala dated 23/09/1953, registered in the office of Sub Registrar at Sealdah and recorded in Book No.1, Volume No.40, Pages 133 to 138, Being No.2111 for the year 1953, for valuable consideration mentioned therein.

AND WHEREAS after the said purchase said Nani Gopal Das got the said plot mutated in his name in the records of Calcutta Corporation now Kolkata Municipal Corporation and had been seized and possessed of the said property by erecting dwelling house therein.

AND WHEREAS while so seized and possessed of the said property said Nani Gopal Das bequeathed the said property to his second and third sons namely Sanat Kumar Das and Saroj Kumar Das by publishing his last will and testament dated 14/05/1972.

AND WHEREAS after the death of said Nani Gopal Das his said will was duly probated by the Ld. Dist. Delegate at Alipore in Probate Case No.293 of 1979 on 22/06/1981. By virtue of the said probated will his said sons Sanat Kumar Das and Saroj Kumar Das became the joint owners and / or co-sharers of the said property in equal undivided half (1/2) share each. His wife Radha Rani Das died intestate on 22/02/1991.

AND WHEREAS the second son of Nani Gopal Das, namely Sanat Kumar Das died intestate on 13/07/2004 leaving behind his wife Smt. Bandana Das and one married daughter Smt. Papia Das, wife of Sri Biswajit Das as his only legal heiresses and successors to inherit his undivided 50% share and interest of the said property being Premises No.56, Paikpara Row, P. O. Belgachia, Police Station Chitpur, Kolkata – 700 037. Thus Smt. Bandana Das and Smt. Papia Das jointly inherited and became the joint owners of the undivided 50% share of the said property.

AND WHEREAS the third son of Nani Gopal Das namely Saroj Kumar Das died intestate on 10/03/2014 leaving behind his only son Sri Sudipta Das as his legal heirs and successors to inherit his undivided 50% share and interest of the said property. His wife Rubani Das predeceased him. She died intestate on 13/12/1988. Thus Sri Sudipta Das became the owner in respect of undivided 50% share of the said property.

AND WHEREAS on the happening of the above events said Sri Sudipta Das, Smt. Bandana Das and Smt. Papia Das, became the joint owners and / or co-sharers of the said Premises No.56, Paikpara Row, P. O. Belgachia, Police Station Chitpur, Kolkata – 700 037 in different proportions and are jointly seized and possessed of uninterruptedly and without any hindrance from any corner by exercising all sorts of ownership rights jointly and by paying taxes to the Kolkata Municipal Corporation.

AND WHEREAS in order to make proper use and commercial gain out of and from the said premises / property the present Land Owners made out a scheme for multi-storied project but due to lack of expertise and paucity of sufficient scope to undertake and complete the said project they decided to engage, appoint and entrust the said development work to a capable and reputed Developer who could skillfully raise and complete the said proposed multi- storied building at its costs and responsibilities and having so decided offered the Developer herein to undertake the said project and the Developer agreed to take up the said project and upon such agreement the parties hereto entered into this Development Agreement under mutual terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. This Agreement shall be deemed to have commenced with effect from the date of execution of these presents.
2. The Owners are jointly seized and possessed of or otherwise well and sufficiently entitled to the piece and parcel of land measuring 6 (six) Cottahs 7

(seven) Chittaks 19 (nineteen) sq. ft. more or less together with structures standing thereon, morefully and particularly mentioned and declared in the First Schedule hereunder written and hereinafter for the sake of brevity referred to as the "SAID PROPERTY" and that the Said Property is free from all encumbrances, charges, liens, attachments, trust, lispensens, mortgages and other defects in title and the Said Property is not subject to any order of compulsory acquisitions or requisition whatsoever from any corner and / or under any law for the time being in force. The Developer has inspected all the deeds and / or documents in connection with the said property and has caused all necessary searches in the offices and departments concerned and after having been fully satisfied with the title and possession of the owners in respect of the said property has agreed to enter into this agreement.

3.
 - i. The Owners declare that they are entitled to enter into this agreement with the Developer and they have full right and absolute authority to sign and execute the same.
 - ii. That the Owners have not agreed, committed or contracted or entered into any agreement for sale or Lease or Development of the said Property or any part thereof with any person or persons prior to this agreement and they have not created any mortgage, charge or any other encumbrances on the Said Property as mentioned herein.
 - iii. That the Owners have not done any act, deed, matter or thing whereby or by reasons whereof, the Development of the Said Property may be prevented or affected in any manner whatsoever.
4. The Owners and the Developer have entered into this agreement purely as a contract and under no circumstances this shall be treated as partnership as between the parties and / or be treated as association of persons.

5. That in pursuance of the aforesaid intention the Owners will deliver / give possession of the Said Premises along with the old building / structures as it stands to the Developer within 60 sixty days from the execution of this agreement and thereby grant, subject to what has been hereunder provided, exclusive right to the Developer to enter into the Said Property and to promote, develop and construct multi storied building thereon consisting of several flats, units, car parking spaces in accordance with the proposed building plans to be sanctioned by the Kolkata Municipal Corporation with or without such amendment with / or modification that may be advised by the Architect / Engineer and thereafter sell the flats, units and spaces etc. of the Developer's allocation to the prospective Purchasers and appropriate the sale proceeds.
6. Upon execution of this agreement the Owners shall allow the Developer to measure and survey the Said Property and prepare or cause to be prepared feasible building plans, specifications, sections, elevations of the Said Property and get the same approved and sanctioned from the Kolkata Municipal Corporation. Prior to getting of the building plans to be submitted for sanction from the appropriate authorities, the Developer shall handover and finalise the said building plan with and by the owners.
7. That simultaneously with the execution of this agreement the Owners will execute a registered Development Power of Attorney, in favour of the Developer to do all acts, deeds and things as required for the purpose of commercial exploitation of the said Premises including preparation and getting sanction of the building plan, obtaining all and necessary permission / sanction from different Competent authorities and the like.
8. All application, plans, revised plan and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer on behalf of the Owners and the Developer shall pay and bear all fees including fees

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

9. The Developer shall demolish the existing old structure at its costs and responsibilities and the materials / salvages obtained upon demolition of the existing building shall be obtained by the Developer. The Developer will at their cost provide two rental residential accommodations as shifting to the Owners in the nearby locality. The Owners will at their accord arrange the said temporary accommodation and shift there. Maximum amount of rent for each accommodation would be Rs.12,000/- per month and the Developer will pay rents for six months in advance to the owners. Rent for such accommodation will be given after getting the vacant possession of the said premises within 60 sixty days from the execution of this agreement till completion of the Owners' allocation.
10. The Owners will pay the tax of the premises upto the date of the execution this Development Agreement and the Developer will pay the tax from then onward until delivery of possession. The Developer will bear the expenses of the present mutation.
11. The expenses for common electric meter / connection will be borne by the Developer exclusively. Expenses for Personal electric meters of the Owners will be borne by the Owners.
12. That after getting the vacant possession of the said premises within 60 sixty days from the execution of this agreement the Developer will demolish the existing building and after getting the sanctioned plan shall commence the construction of the proposed building in accordance with the sanctioned building plan with good

and standard quality of materials and with such specification as are mentioned in the specification of the building and shall complete the construction in all respect within 24 (twenty four) months from the date of such commencement subject to force majeure (i.e. flood, earth-quake, riot, war, storm, tempest, civil commotion, strike or any prohibitory order from any court, Kolkata Municipal Corporation or any other authority / authorities and / or other act or commission beyond the control of the Developer such as non availability of cement, steel and other building materials statutes and ordinances or orders of the Government).

13. The Developer shall be authorized in the name of the Owners in so far as is necessary to apply for and obtain quotas, entitlements and other allocation of or for cement, all type of steels, bricks and other building materials and accessories allocable to the Owners for the construction of the building and similarly to apply for and obtain temporary and permanent connections of water, drains, sewerage and / or other facilities, if any, available to the new building and other facilities required for the construction or enjoyment of the building at the entire cost of the Developer.
14. The Developer shall after getting vacant possession of the said property be at liberty to advertise, fix hoarding or sign board of any kind relating to the publicity for and / or inviting the intending purchasers for the sale of flats and spaces of the said building allocated to the Developer with exclusive right and authority to negotiate for the sale of the flats and spaces together with proportionate share of land to any prospective buyers before, after or in course of construction of work of the said building and at such consideration and on such terms and conditions as the Developer shall think fit and proper. It is clearly agreed and declared by the parties herein that the entire consideration money for such transfer or transfers as aforesaid including earnest money or part payments thereof for the Developer's allocation only shall be received by the Developer. The Owners herein will have no right and share and will not be entitled to any portions of the Developer's allocation.

15. That in lieu and in consideration of the Owners' allowing the Developer to construct the proposed G + IV storied building (ground floor will consist of car parking spaces, caretaker room, common toilet and common electric meter space and First floor to fourth floor will consist of residential flats) in the said Land / Premises and in lieu of the Developer's allocation (effects whereof to be exclusively used and appropriated by the Developer) and / or interest and benefits as provided herein the Developer shall give and / or handover the following owners' allocation to the owners as given below:

- a. Owners' allocation shall mean (a) 50% of the total number of Car Parking Spaces in the ground floor; (b) entire ~~Third~~ floor allotted to / to be handed over to Sri Sudipta Das and (c) the entire ~~First~~ floor allotted to / to be handed over to Smt. Bandana Das and Smt. Papia Das jointly.
- b. Apart from the owners' allocation the Developer will give a refundable deposit of Rs.10,00,000/- (Rupees ten lakhs) only to the owners. At the time of execution of this agreement Rs.50,000/- (Rupees fifty thousand) only to be given to Sri Sudipta Das, Rs.25,000/- (Rupees twenty five thousand) only to Smt. Bandana Das and Rs.25,000/- (Rupees twenty five thousand) only to Smt. Papia Das. Balance Rs.9,00,000/- (Rupees nine lakh) only will be paid when the Owners will deliver vacant possession of the premises for undertaking development. The GST in respect of Owners' allocation will be paid by the Owners to the Developer at the time of taking delivery of Owners' allocation. The percentage of GST will be as applicable by the govt.

Be it further mentioned here that the roof of the proposed multi-storied building shall always remain common for the use and enjoyment of the flat owners of the building.

16. Apart from the aforesaid consideration the Developer has agreed to make and bear several necessary expenses as consideration for the purpose of development

of the said Premises and such consideration for all practical purpose will be deemed to be apparent consideration.

17. That after completion of the Owners' allocation the Developer will intimate the Owners to take delivery of possession of their allocation within 30 thirty days from such intimation by refunding the security deposit beforehand. If the Owners fail to take possession of their allocation by refunding the deposit within the time then the Developer will handover possession of the Purchasers of the Developer's allocation.
18. The Owners shall not obstruct or withheld or in any way interfere in the process of construction of the said building by the Developer nor shall do any act or thing whereby the Developer shall be prevented from constructing and completing and / or doing any other act relating to the said building and selling, assigning and / or disposing of the Developer's allocation in the said building to the intending buyers / transferees provided that the Developer abides by all the terms and conditions as enumerated in this instant agreement. The Owners will provide necessary papers and documents including affidavits, boundary and other declarations and deeds etc. required for the mutation and sanction of the building plan.
19. The Owners above-named shall always co-operate the Developer for commercial exploitation of the said plot of land and premises and at the request of the Developer shall at all times sign necessary applications, affidavits, documents, deeds and agreements and shall at the like request of the Developer appear in all such office or offices as may be required for the purpose of implementation of the scheme of the said development on the Said Premises.
20. The Owners herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the Said Premises / land or any portion thereof at any time during the subsistence of this

agreement nor shall let out, lease out, mortgage, charge or deliver possession of the Said Premises or any portion thereof to any third party without the consent in writing of the Developer on and from the date of execution of this agreement.

21. The Owners shall keep the Developer indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by the Owners in respect of the Said Property or for the act and conduct of the Owners or otherwise and against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by the Developers be consequent upon a default and defect of the Owners in this behalf.
22. The original papers and documents and title deeds in respect of the said property / Premises and the sanctioned building plans during the period of construction shall be kept with the Developer so that interested persons / intending buyers shall be entitled to have inspection.
23. The Developer shall from time to time on completion of the Owners' allocated portion put the Owners or their nominated persons in undisputed possession of the Owners' allocation Together with the rights in common, facilities and amenities relating to the building and Premises. The Owners will be entitled to transfer or otherwise deal with the Owners' allocation as per their absolute discretion.
24. That after completion of the building and after selling out all or any of the flats and units the Co-Owners of the building shall form an Association and the said Association shall manage and maintain all the affairs of the said building / premises. The Land Owners and / or their nominees shall join the said Association and each member shall abide by the bye-laws and regulations of the Association.

25. That the death of any party shall not have the effect of termination of this agreement but in such case the heirs and legal representatives of such parties shall automatically step into the bindings and shares of the respective side to all intent and purpose.
26. That if any dispute crops up in respect of the title of the Property the same shall be set right by the Owners at their own costs and expenses and the Owners shall take responsibility of persons in respect of the said Property or having any sorts of direct or indirect interest in the said Property. If the said Property is found to be anywise encumbered or to suffer from any defect in title or the development of the said property is found to be impossible for such causes or disturbances or for any inherent / legal defects or shortfall then in that case the parties will jointly decide the future course of action.
27. Any notices required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the Owners if delivered by hand duly acknowledged or sent by prepaid registered post with acknowledgement due to address given above and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by prepaid registered post to the address of the Developer herein.

THE FIRST SCHEDULE

(Description of the entire Property)

ALL THAT piece and parcel of homestead land measuring 6 (six) Cottahs 7 (seven) Chittaks 19 (nineteen) sq. ft. more or less along with 60 years old two storied building having 2700 sq. ft. in the ground floor and 2700 sq. ft. in the first floor standing thereon lying and situate at and being Premises No.56, Paikpara Row, P. O. Belgachia, Police Station Chitpur, Kolkata - 700 037, in Ward No.4, Borough No. I, within the local limits of the Kolkata Municipal Corporation under the jurisdiction of Registrar of Assurances, Kolkata; butted and bounded by:

- ON THE NORTH : Premises Nos.48B & 49/C. Paikpara Row.
 ON THE SOUTH : 40' wide Road
 ON THE EAST : Premises No.57, Paikpara Row.
 ON THE WEST : Premises No.55, Paikpara Row.

SECOND SCHEDULE

(Owners' allocation)

OWNERS' ALLOCATION - shall mean (a) 50% of the total number of Car Parking Spaces in the ground floor; (b) entire Third floor allotted to / to be handed over to Sri Sudipta Das and (c) the entire First floor allotted to / to be handed over to Smt. Bandana Das and Smt. Papia Das jointly.

THIRD SCHEDULE

(Developer's allocation)

DEVELOPER'S ALLOCATION - shall mean the balance constructed areas excluding the Owners' Allocation i.e. (a) 50% of the total number of Car Parking Spaces in the ground floor; (b) entire Second floor and (c) the entire Fourth floor.

FOURTH SCHEDULE

(Specification)

- STRUCTURE : R.C.C. Framed structure. Outer brick wall 8"; all internal wall 5" brick work.
- DOORS : Exterior (Main) doors – both side teak pasted flush door with polished finish. Interior doors – all other doors are flush door.
- WINDOWS : Sliding Anodized Aluminum windows with glass panel protected by grill.

- WALL FINISHING : External wall finished with weather shield paint and / or textured finished as design of Architect. All internal finished with Plaster of Paris.
- FLOOR : Flats - Vitrified tiles. Ground floor main entrance lobby finished with granite flooring.
- KITCHEN : Anti skid semi glazed ceramic tiles on floors. Glazed ceramic tiles upto 3'ft. above working platform. Platform of granite counter with stainless steel sink.
- TOILETS : Concealed pipe line with hot and cold water lines. Ceramic tiles upto door top level. Anti skid semi glazed Ceramic tiles on floors. White ceramic sanitaryware with CP fittings of reputed company..
- ELECTRICALS : Concealed copper wiring with with Modular switches. Adequate light and power points with airconditioner live in every room, concealed telephone line in every flat. Standard main DB with MCB.
- WATER SUPPLY : KMC water supply with overhead tank. Underground reservoir for ample storage and supply.
- EXTRA WORKS : Any extra works required to be done other than as stated in our salient features shall be charged extra and for which the payment will have to be made in advance before the execution of such works.

FACILITIES

- Standby Generator 1000W each flat;
- Lift (four passenger of reputed make with generator backup);
- Intercom with CCTV to main Security;
- Modern fire fighting equipments.

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

WITNESSES:

1. Sanj Kr. Sil
Adv

2. Debashish Bose
10/A, K.M. Lane
Kol-37.

1) Bandana Das
2) Tapia Das
3) Susmita Das

Signature of the Land Owners

Drafted and prepared by:

Dipak Kumar Saha

Dipak Kumar Saha

Advocate

High Court, Calcutta

W.B. No.319/1991.

DEVA REAL ESTATES PRIVATE LIMITED

Dipak Kumar Saha

Director

Signature of the Developer

MEMO OF CONSIDERATION

Received from the within named Developer the within mentioned sum of Rs.1,00,000/- (Rupees one lakh) only in the following manner:

Chq.no.	Date	Bank	Branch	Paid to	Amt./Rs.
485628	25/07/2018	P.N.B	South Sinthee	Sudipta Das	50,000/-
485626	25/07/2018	"	"	Bandana Das	25,000/-
485627	25/07/2018	"	"	Papia Das	25,000/-
				Total -	1,00,000/-

WITNESSES:

1. Sanjiv K. Sil
Rdr

2. Rebasish Bose

1) Bandana Das

2) Papia Das

3) Sudipta Das

Signature of the Land Owners

SPECIMEN FORM FOR TEN FINGERPRINTS



Pooja Dhan

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



Basma Das

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



Sudhakar

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



Rajesh Kumar

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

Major Information of the Deed

Deed No :	I-1606-03310/2018	Date of Registration	25/07/2018
Query No / Year	1606-0001142518/2018	Office where deed is registered	
Query Date	16/07/2018 5:16:11 PM	A.D.S.R. SEALDAH, District: South 24-Parganas	
Applicant Name, Address & Other Details	Dipak Kumar Saha 2/1, Ramlal Agarwal Lane,, Thana : Baranagar, District : North 24-Parganas, WEST BENGAL, PIN - 700050, Mobile No. : 9830219513, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 2,27,19,888/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,021/- (Article:48(g))	Rs. 10,021/- (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:- Chitpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Paik Para Row, , Premises No. 56, Ward No: 04

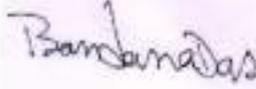
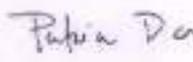
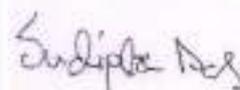
Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		6 Katha 7 Chatak 19 Sq Ft	1/-	2,02,89,888/-	Width of Approach Road: 40 Ft.,
Grand Total :					10.6654Dec	1 /-	202,89,888 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	5400 Sq Ft.	1/-	24,30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 2700 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 60 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 2700 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 60 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		5400 sq ft	1 /-	24,30,000 /-	

Major Information of the Deed :- I-1606-03310/2018-25/07/2018

Land Lord Details :

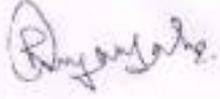
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	Mrs BANDANA DAS Wife of Late Sanat Kumar Das Executed by: Self, Date of Execution: 25/07/2018 , Admitted by: Self, Date of Admission: 25/07/2018 ,Place : Office	 25/07/2018	 LTI 25/07/2018	 25/07/2018
56, Paikpara Row, P.O:- Belgachia, P.S:- Chitpur, District:-South 24-Parganas, West Bengal, India, PIN - 700037 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BEBPD9511H, Status :Individual, Executed by: Self, Date of Execution: 25/07/2018 , Admitted by: Self, Date of Admission: 25/07/2018 ,Place : Office				
2	Name	Photo	Fingerprint	Signature
	Mrs PAPIA DAS Wife of Mr Biswajit Das Executed by: Self, Date of Execution: 25/07/2018 , Admitted by: Self, Date of Admission: 25/07/2018 ,Place : Office	 25/07/2018	 LTI 25/07/2018	 25/07/2018
26/2, Jadav Ghosh Road, Sarsuna, P.O:- Sarsuna, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700061 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AGEPD8101D, Status :Individual, Executed by: Self, Date of Execution: 25/07/2018 , Admitted by: Self, Date of Admission: 25/07/2018 ,Place : Office				
3	Name	Photo	Fingerprint	Signature
	Mr SUDIPTA DAS Son of Late Saroj Kumar Das Executed by: Self, Date of Execution: 25/07/2018 , Admitted by: Self, Date of Admission: 25/07/2018 ,Place : Office	 25/07/2018	 LTI 25/07/2018	 25/07/2018
56, Paikpara Row, P.O:- Belgachia, P.S:- Chitpur, District:-South 24-Parganas, West Bengal, India, PIN - 700037 Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, PAN No.:: APMPD0692L, Status :Individual, Executed by: Self, Date of Execution: 25/07/2018 , Admitted by: Self, Date of Admission: 25/07/2018 ,Place : Office				

Developer Details :

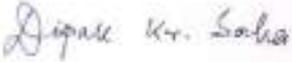
Sl No	Name,Address,Photo,Finger print and Signature
1	GRIHAM REAL ESTATES PRIVATE LIMITED 48/1C, B. T. Road, P.O:- Sinthi, P.S:- Sinthi, District:-North 24-Parganas, West Bengal, India, PIN - 700050 , PAN No.:: AAFCG7075B. Status :Organization, Executed by: Representative

Major Information of the Deed :- I-1606-03310/2018-25/07/2018

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr RANJAN SAHA (Presentant) Son of Mr Ratish Chandra Saha Date of Execution - 25/07/2018, , Admitted by: Self, Date of Admission: 25/07/2018, Place of Admission of Execution: Office			
		Jul 25 2018 12:10PM	LTI 25/07/2018	25/07/2018
74, Desha Priya Nagar Colony, P.O:- Sinthi, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN - 700050, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ALMPS4512L Status : Representative, Representative of : GRIHAM REAL ESTATES PRIVATE LIMITED (as Director)				

Identifier Details :

Name & address	
Mr Dipak Kr Saha Son of Late A K Saha 2/1 Ramlal Agarwal Lane, P.O:- Baranagar, P.S:- Baranagar, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700050, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mrs BANDANA DAS, Mrs PAPIA DAS, Mr SUDIPTA DAS, Mr RANJAN SAHA	25/07/2018
	
Mr Dipak Kr Saha Son of Late A K Saha 2/1 Ramlal Agarwal Lane, P.O:- Baranagar, P.S:- Baranagar, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700050, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mrs BANDANA DAS, Mrs PAPIA DAS, Mr SUDIPTA DAS, Mr RANJAN SAHA	

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs BANDANA DAS	GRIHAM REAL ESTATES PRIVATE LIMITED-3.55514 Dec
2	Mrs PAPIA DAS	GRIHAM REAL ESTATES PRIVATE LIMITED-3.55514 Dec
3	Mr SUDIPTA DAS	GRIHAM REAL ESTATES PRIVATE LIMITED-3.55514 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mrs BANDANA DAS	GRIHAM REAL ESTATES PRIVATE LIMITED-1800.00000000 Sq Ft
2	Mrs PAPIA DAS	GRIHAM REAL ESTATES PRIVATE LIMITED-1800.00000000 Sq Ft
3	Mr SUDIPTA DAS	GRIHAM REAL ESTATES PRIVATE LIMITED-1800.00000000 Sq Ft

Major Information of the Deed :- I-1606-03310/2018-25/07/2018

Endorsement For Deed Number : I - 160603310 / 2018

On 19-07-2018

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 2,27,19,888/-

Handwritten signature

Satyajit Biswas
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SEALDAH
South 24-Parganas, West Bengal

On 25-07-2018

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 11:40 hrs on 25-07-2018, at the Office of the A.D.S.R. SEALDAH by Mr RANJAN SAHA

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

Execution is admitted on 25/07/2018 by 1. Mrs BANDANA DAS, Wife of Late Sanat Kumar Das, 56, Paikpara Row, P.O: Belgachia, Thana: Chitpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700037, by caste Hindu, by Profession House wife, 2. Mrs PAPIA DAS, Wife of Mr Biswajit Das, 26/2, Jadav Ghosh Road, Sarsuna, P.O: Sarsuna, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by Profession House wife, 3. Mr SUDIPTA DAS, Son of Late Saroj Kumar Das, 56, Paikpara Row, P.O: Belgachia, Thana: Chitpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700037, by caste Hindu, by Profession Advocate

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

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

Execution is admitted on 25-07-2018 by Mr RANJAN SAHA, Director, GRIHAM REAL ESTATES PRIVATE LIMITED (Private Limited Company), 48/1C, B. T. Road, P.O:- Sinthi, P.S:- Sinthi, District:-North 24-Parganas, West Bengal, India, PIN - 700050

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

Major Information of the Deed :- I-1606-03310/2018-25/07/2018

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,021/- (B = Rs 10,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 10,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 23/07/2018 12:17PM with Govt. Ref. No: 192018190264814311 on 23-07-2018, Amount Rs: 1,021/-, Bank: Punjab National Bank (PUNB0010000), Ref. No. 141089902 on 23-07-2018, Head of Account 0030-03-104-001-16
Online on 25/07/2018 11:56AM with Govt. Ref. No: 192018190266001101 on 25-07-2018, Amount Rs: 9,000/-, Bank: Punjab National Bank (PUNB0010000), Ref. No. 141328134 on 25-07-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 35,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 42096, Amount: Rs.5,000/-, Date of Purchase: 02/07/2018, Vendor name: Suranjan Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 23/07/2018 12:17PM with Govt. Ref. No: 192018190264814311 on 23-07-2018, Amount Rs: 35,021/-, Bank: Punjab National Bank (PUNB0010000), Ref. No. 141089902 on 23-07-2018, Head of Account 0030-02-103-003-02

Online on 25/07/2018 11:56AM with Govt. Ref. No: 192018190266001101 on 25-07-2018, Amount Rs: 0/-, Bank: Punjab National Bank (PUNB0010000), Ref. No. 141328134 on 25-07-2018, Head of Account

Satyajit Biswas

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. SEALDAH

South 24-Parganas, West Bengal

Major Information of the Deed :- I-1606-03310/2018-25/07/2018

The first of the / persons to whom this
 and subject of this / form was a
 sign some agreement of ()
 after that
 name - 750 988
 In case you need to be identified, please contact
 the issuing authority
 Joint Commission of Forensic Science & Technology
 P-1
 Copyright © 2008

Putri Santia

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 AND SUBJECT OF THIS FORM WAS A
 SIGN SOME AGREEMENT OF ()
 AFTER THAT
 NAME - 750 988
 IN CASE YOU NEED TO BE IDENTIFIED, PLEASE CONTACT
 THE ISSUING AUTHORITY
 JOINT COMMISSION OF FORENSIC SCIENCE & TECHNOLOGY
 P-1
 COPYRIGHT © 2008

IDENTIFICATION CARD
 IDENTIFICATION NUMBER: ALMP04512L
 NAME: RANJAN SAKA
 FATHER'S NAME: RANJAN SAKA
 DATE OF BIRTH: 06-07-1970
 PHOTO SIGNATURE


आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA

SUDIPTA DAS

SAROJ KUMAR DAS

27/12/1985

Permanent Account Number

APMPD0692L

Sudipta Das
Signature



18052020

इस कार्ड के साथी - साथे या कृपया लुपित नहीं / लीटा
अवकाश देना नया इकाई, एन एन डी एन
पहली इमारत, टाइम्स टॉवर, कारोला मिल्स कंपाउंड,
एस. बी. मार्ग, लोअर पार्क, मुंबई - 400 013.

*If this card is lost / someone's lost card is found
please inform / return to :*

Income Tax PAN Services Unit, NSDL
1st Floor, Times Tower,
Karol's Mills Compound,
S. B. Marg, Lower Park, Mumbai - 400 013.

Tel: 91-22-2499 4650, Fax: 91-22-2495 0664,
e-mail: unitinfo@nsdl.co.in

Sudipta Das
20/07/2018

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

MS PAPIA DAS

SANAT KUMAR DAS

21/02/1966

Passbook Account Number

AGEPD8101D



Papia Das
Signature

Papia Das

आयकर विभाग

INCOME TAX DEPARTMENT

BANDANA DAS

GINIB HUSAN DAS

12/08/1949

Profession Account Number

BEBPD9511H

Bandana Das

Signature



भारत सरकार

GOVT. OF INDIA



Bandana Das

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1606-2018, Page from 108003 to 108036
being No 160603310 for the year 2018.



Digitally signed by SATYAJIT BISWAS
Date: 2018.07.27 15:44:55 +05:30
Reason: Digital Signing of Deed.

Handwritten signature

(Satyajit Biswas) 27-07-2018 15:44:41
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SEALDAH
West Bengal.

(This document is digitally signed.)