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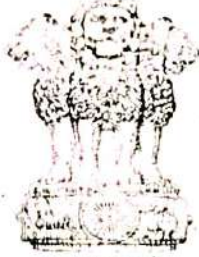
2-5214/22

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AM 145996

Certified that this document is
admitted to registration. The
signature and the
endorsement stamp attached to the
document are part of this document.

Additional Dist. Sub Registrar
Sealdah

13/10/22

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 13th day of
October 2022.

BETWEEN

IRA DAS, (ADVPD8558J) daughter of Radhika Ranjan Dey, by Faith Hindu, By Occupation Housewife, By Nationality Indian presently residing at P-279, Narkeldanga Main Road, Post Office - Phoolbagan, Police Station - Phoolbagan, Kolkata - 700054 hereinafter called and referred to as the **OWNER** (which expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include her successors heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

M/S. TANISHA HOUSING PRIVATE LIMITED, (PAN : AAECT0531C), a company incorporated under the provisions of Companies Act, 1956 as amended upto date represented by its Director, **SRI NAVNIT KUMAR GUPTA (PAN : AGMPG8387J)**, son of Sri Bisheswar Prasad Gupta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at also having its office at 5, Palmer Bazar Road, P.O. Tangra, P.S. Entally, Kolkata - 700015, District - 24 Parganas (South), hereinafter called the **DEVELOPER** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, successors, administrators, legal representatives, successor-in-office and assigns) of the **OTHER PART**.

WHEREAS by a registered Deed of Conveyance dated 12.12.1958 registered at Book 1, Vol. 1, Page 294 to 298, Being No. 67 for the year 1958 of the office of the Sub-Registrar at Scaldah, The Trustee For Improvement Act of 1911 (Bengal Act V of 1911 called and referred to as "The Board" the Party of the First Part therein along with one Namita Rani Dey, wife of Late Radhika Ranjan Dey of 3/1, South Scaldah Road, the Calcutta formerly and presently premises No. P-279, Narkeldanga Main Road, Police Station - Phool Bagan, Kolkata - 700054 called and referred to as the Other Part therein, purchased the revenue free land containing an area of 06 Cottahs 10 Chittacks 40 Sq. ft. (more or less) situate and being the Plot No. P-279, of the surplus lands in Calcutta

Improvement Scheme No. IVM formed out of old Premises No. 1, Bahir Surah Road and comprised in Holding No. 13, in Sub Division 9 Division 3 Dihi Panchanagram for the Police Station Beliaghata presently Police Station Phool Bagan with in the ambit of Sub Registration Office Sealdah, District 24 Parganas (South) against consideration mentioned therein.

AND WHEREAS the said Namita Rani Dey mutated the said land measuring **06 Cottahs 10 Chittacks 40 Sq. ft. (more or less)** situate and being the Plot No. P-279, of the surplus lands in Calcutta Improvement Scheme No. IVM formed out of old Premises No. 1, Bahir Surah Road and comprised in Holding No. 13, in Sub Division 9 Division 3 Dihi Panchanagram for the Police Station Beliaghata presently Kolkata - 700054 within the ambit of Sub Registration Office Sealdah, District 24 Parganas (South) before the Kolkata Municipal Corporation and paying rates and taxes accordingly.

AND WHEREAS the said Namita Rani Det mutated and constructed 4 storied building upon the schedule land being the Plot No. P-279, according to sanction Plan obtained from the Kolkata Municipal Corporation Being Assessec No. 110330501080, Kolkata - 700054 at her costs and expenses.

AND WHEREAS the said Namita Rani Dey executed Deed of Gift dated 13th September, 2021 whereby she transferred different Flats/Shop rooms to the Donees namely Swapna Dey wife of Dilip Kumar Dey and daughter-in-law of Namita Rani Dey, Dhruba Jyoti Dey, Debajyoti Dey, Bhaswati Dey grand daughter, grandsons of Namita Rani Dey and Ira Das daughter of Namita Rani Dey out of natural love and affection Premises No. P-279, Narkeldanga Main Road, Police Station - Beliaghata, Kolkata - 700054 entered in Book 1, Volume No. 20 Pages 841 to 858, Being No. 8972 for the year 2011 registered with A.R.A. I, Kolkata. Thus the said Donees are the joint owners of the said property having their respective undivided share of ownership therein.

AND WHEREAS the said Swapna Dey 3060 sq.ft. (more or less) Super Built up Area and land area 2 cottahs 14 chittaks (more or less), Dhruba Jyoti Dey 1200 sq.ft. (more or less) Super Built Up Area, Debajyoti Dey 1212 sq.ft. (more or less) Super Built Up Area, Bhaswati Dey 480 sq.ft. (more or less) Super Built Up Area and Ira Das 700 sq.ft. (more or less) Super Built up Area the total area 6552 sq.ft. (more or less) Super Built Up Area on various floor in the building upon the land measuring 3 cottahs 12 chittaks 40 sq.ft. (more or less) hence, the Land Area ratio is (L.A.R.) 2740 sq.ft divided by 6552 sq.ft. equals to **.418** therefore (3060 x .418 = 1279.08 sq.ft.) (1200 x .418 = 501.6 sq.ft.) (1212 x .418 = 506.61 sq.ft.) (600 x .418= 250.8 sq.ft.) and (480 x .418 = 200.64 sq.ft.) save and accept land measuring 2 cottahs 14 chittaks 00 sq.ft. (more or less) belongs to Swapna Dey. Hence, the Owners namely, Swapna Dey, Dhruba Jyoti Dey, Debajyoti Dey and Bhaswati Dey having land area 4540 sq.ft. equivalent to land measuring 6 cottahs 4 chittaks 40 sq.ft. (more or less) and land measuring **06 chittaks (more or less)** retained by Owner namely **Ira Das herein** out of total un-divided and proportionate land measuring an area 06 Cottahs 10 Chittacks 40 Sq. ft. (more or less) more fully described in the schedule hereunder.

AND WHEREAS the said owner namely Ira Das mutated her names in the record of the Kolkata Municipal Corporation and were and/or are still making payment of the Municipal Rates and Taxes and other outgoings in respect of the property without any default whatsoever.

AND WHEREAS the owner namely Ira Das appointing and authorizing the party of the Second Part as Developer for the purpose of demolishing the existing structure and to construct a new building in accordance with the Plan as may be sanctioned by Municipal Corporation at its cost and expenses in terms of and in consideration as mentioned hereinafter upon the proportionate land measuring 270 sq.ft

(more or less) land equivalent to un-divided and proportionate land measuring **06 chittaks (more or less)** out of total un-divided and proportionate land measuring **06 Cottahs 10 Chittacks 40 sq. ft. (more or less)** more fully described in the schedule hereunder. The Owner permits the Developer to possess and enjoys the roof exclusively and has NOC accordingly.

AND WHEREAS the developer being interested in developing the said property is also agreeable to act as such developer on the terms, conditions and consideration as mentioned hereinafter and has, inter alia, adopted a resolution in the meeting of the Board of Directors of this company in this behalf since to enter into this Development Agreement will be beneficial to the business interest of the said developer company.

NOW THIS MEMORANDUM WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

ARTICLES - I

DEFINATIONS:

- i. **ARCHITECT** shall mean any person or firm appointed or nominated by the Developer as Architect for the supervision of construction of the said multistoried building.
- ii. **BUILDING** shall mean the said multistoried storied R.C.C. framed structure with brick built building to be constructed on the said land according to the drawing, plan and specifications approved and duly sanctioned by the competent authority and constructed in conformity with the details of construction hereunder written.
- iii. **BUILDING PLAN** shall mean drawing, plan and specifications for the construction of the said building which to be sanctioned by the competent authority and shall include any renewal or amendments thereto and/or modification thereof made or caused by the Developer after approval and duly signed by the owners(s) or any other Government Authority.

- iv. **COMMON AREAS AND FACILITIES** shall mean unless the context otherwise require the items specified in Section 3(D) of the West Bengal Apartment Ownership Act, 1972 and morefully mentioned in the Schedule 'C' hereunder.
- v. **TRANSFER** which the grammatical variations shall mean transfer by way of sale of the built up space excepting the owner (s) allocation to be transferred by the Developer for consideration to the intending transferee(s).
- vi. **SINGULAR /PLURAL/MASCULINE/FEMININE:-** The words denotes singular means plural and masculine means feminine and verse versa.
- vii. **TRANSFEE(S)** shall mean the purchaser to whom any floor space in the said building will be transferred.
- viii. **THE SAID PLOT OF LAND** shall mean all the piece or parcel of land particularly mentioned and described in the Schedule 'A' hereunder.
- ix. **OWNER'S ALLOCATION** the owner is entitled to one residential flat measuring **700 Sq. ft. (more or less) Covered Area** together with proportionate share within proportionate 50% of the Covered Area of total F.A.R. of the Building more fully described in the schedule "B" hereunder.
- x. **DEVELOPER'S ALLOCATION** that the developer shall be entitled to get 50% of the Covered Area of total F.A.R. of the Building in the proposed new building upon the total schedule property un-divided land measuring 6 cottahs 10 chittaks 40 sq.ft. (more or less) and execute Development Power singly in respect of the schedule property consisting of Flats/commercial/shop rooms/ parkings in the proposed building with common services and facilities attached thereto.

ARTICLE - II TITLE AND INDEMNITY:-

1. The Owners hereby declare that they are the joint Owners of the said property along with the said Smt. Ira Das lawfully entitled to the same and to the best of their knowledge and no disputes or suits act one or legal proceedings are pending in respect of the same property or any part or portion thereof and has good and absolute right, title and interest in the said premises to enter into the Agreement with the said Developer to the extent of our undivided share therein.
2. The Owners hereby declare that to the best of their knowledge that the said premises is free from all and any manner lispence, charges, liens, claims, encumbrances, attachments, trusts, acquisitions, requisitions, or mortgage whatsoever and the Owners hereby agreed to indemnify and keep the Developer indemnified from or against any and all actions, charges, liens, claims, encumbrances and mortgages unless created by the Developer himself.
3. The Owners hereby also undertake that the Developer shall be entitled to construct the multistoried building on the said land as agreed by and between the parties hereto according to the building plan to be sanctioned or revised plan if any under the K.M.C. rules and regulations. The Developer has agreed to hand over to the Owner, a proposed plan which is to be submitted before the KMC for its sanction and shall also intimate the Owners about any revision or alteration that they propose to make in the said plan and hand over such proposed revised plan to the Owners for their approval before submitting the same before the KMC.

ARTICLE - III DEVELOPMENT RIGHTS

1. The Owners grant exclusive right to the Developer to develop the said land in such manner as the Developer deems fit in accordance with the provisions herein contained, subject to

- K.M.C. rules and regulations and not in any way contrary to Owner's interest in the flats to be allotted to the Owners.
2. The Owners shall at the cost of the Developer from time to time at anytime submit and/or join with the Developer as the Owners of the said land in submitting the building plan applications, forms, petitions, and writings to the appropriate authority for sanction and/or approval of the plan and/or materials and otherwise as shall be required for the construction of the building on the said land .The Developer shall cause to be made which shall be required by the Government or any authority as aforesaid to comply with any sanction or approval as aforesaid. It is clearly mentioned here that the Developer shall submit building plan for sanction before the Kolkata Municipal Corporation. That the Developer shall complete the building within 24 months further extended 6 month from the date of the sanction of the building plan, subject to getting peaceful vacant possession whichever is later of the existing building of the Owners for demolition and commencement of construction of the said premises.
 3. The Developer shall for and on behalf of the Owners take all such permissions, sanctions and approvals in compliance with the prevailing laws as are legally required for the purpose of developing the said land. The Owners shall always cooperate with the Developer in connection with the same and shall sign any required papers, letters etc. in connection there with.
 4. All applications and other papers and documents referred to above shall be prepared by the Developer at their own cost subject to approval of the Owners and submitted by or in the name of the Owners and the Developer shall pay and bear all submission and other fees, charges and expenses required to be paid or deposited for sanction and building plan for the building or otherwise to obtain sanction for the construction of the building thereon.

5. The Owners shall render the Developer all reasonable assistance necessary to apply for and/or to obtain all sanctions, permissions clearance and approvals in terms thereof and the Developer shall have the discretion to submit the applications, plan and other act deed matter and things envisaged herein as an agent for and/or on behalf of or in the name and with the consent of the Owners and to directly collect and receive back from the concerned authorities or bodies any refunds or other payments or deposits made by the Developer for which purpose the Owners shall grant the Developer and his nominees or successors, necessary power and authorities to sign make file amend withdraw and/or to follow up the same and/or to do all other acts, deeds, matters and things necessary to obtain requisite sanctions permissions clearances and approvals as aforesaid.
6. The Developer shall exclusively be entitled to receive, release and appropriate the sale proceeds and/or the construction cost with regard to the Developer's Allocation which the Developer becomes entitled to receive from the intending purchaser or purchasers of flats, garages, shops in the said proposed building excepting Owner's Allocation.

ARTICLE - IV: CONSIDERATION

1. In consideration of the Owners have agreed to grant to the Developer the exclusive right to develop and/or construction of the proposed building in the manner hereinbefore mentioned the Developer shall allot to the Owners the aforesaid owners' allocation in the proposed building completed in all respect to be erected and/or constructed upon the said land in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation.

ARTICLE - V: PROCEDURE

1. The Owners shall grant to the Developer or its nominee/nominees a Registered Development Power of Attorney as may be required for the purpose of obtaining the modification of sanction of plan and all necessary permission and sanction, from different authorities in connection with the construction of the building and also for perusing and following up the matter in the Kolkata Municipal Corporation and other authorities and to construct the building, appoint architects engineers, contractors, agents, etc. and to represent the Owners before Kolkata Municipal Corporation, Kolkata Improvement trust, Kolkata Metropolitan Development Authority, Kolkata police, Fire Brigade, or any other appropriate authority or authorities and to undertake the construction of the building and to enter into agreement/agreements with the purchasers/buyers of flats/car parking spaces or any other spaces from the Developer's allocation and also to receive, realize recover the entire proceeds of the Developer's allocation at the sole responsibility of the Developer. It is also to be mentioned in the said Power of Attorney that after the completion of the Project and after the Owners having received the Owner's Allocation fully and satisfactorily/lawfully with rightful possession, if the Owners are not in a position to make the registration of the deed of conveyance or conveyances of the purchase deeds, intentionally or unintentionally in favour of the Developer or its nominee or nominees and/or assignee or assignees, the Developer shall be at liberty to execute and register of the deeds of conveyance or conveyances of the Developers Allocation in favour of itself or in favour of the intending Purchasers/buyers, by utilizing the Power

of Attorney. The Power of Attorney to be granted by the Owners herein shall remain operative till the construction of the building is completed and transfer of the Developer's allocation and the other terms and conditions as mentioned in this agreement is fulfilled in all respect.

ARTICLE - VI: BUILDING

1. The Developer shall construct the said Building at its own costs or by raising funds from the prospective transferees out of Developer's Allocation or in the manner he consider necessary for which it is hereby agreed between the parties hereto that the Developer shall be at liberty to invite applications from prospective transferees for transfer out of the total built up area excepting the Owner's Allocation in the building to be constructed on the land comprised in the said premises in accordance with the plan to be approved by the Architect and sanctioned by the Kolkata Municipal Corporation or revised thereof with good materials as are necessary for such construction and specifications must not below as mentioned in the Third Schedule hereunder and also in good workman like manner within a period of twenty four months from the date of obtaining sanction of the plans from the Kolkata Municipal Corporation.
2. The Developer shall also install and provide in the said building at his own costs the lift, pump, water storage, tanks, overhead reservoir, inside electrification and/or of the sanctioned plan or under any applicable statutory bye laws or requisitions relating to the construction of the building on the said land and specifications as mentioned in the third schedule hereunder written.
3. The Owners shall be entitled to transfer or otherwise deal with only the Owner's Allocation in the building after disbursing Developer dues/outstanding.

4. The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer or otherwise deal with or dispose of the Developer's Allocation above and the Owners shall not in any way interfere with or disturb the quiet and peaceful vacant possession of the Developer's Allocation. Be it mentioned that the Developers will handover possession to the Owner before handing over possession of the Developer's Allocation.
5. In so far as all necessary dealings by the Developer in respect of the building shall be in the name of the Owners for which purpose the Owners undertake to give the Developer and/or its nominee or nominee's power or power of Attorney in a form and manner reasonably required by the Developer. It is however understood that such dealings shall not in any manner fasten or create any financial liability upon the Owners or Owners Allocation.
6. The Developer shall be authorized in the name of the Owners in so far as it is necessary to apply for and obtain quotas entitlements and other allocations for cement, steel bricks and other building materials allocable to the Owners for the construction of the building and to similarly apply for and obtain temporary connection of water electricity, power and permanent drainage and sewerage connection to the newly built up building and other inputs and facilities required for the construction or enjoyment of the building for which purpose the Owners shall execute in favour of the Developer Power of Attorney and other authorities as shall be required by the Developer, for which the Owners shall not be liable in any manner whatsoever.
7. The Developer shall at its own cost and expenses and without creating any financial or other liability on the Owners construct and complete the said new building and various units and/or apartments therein in accordance with the sanctioned Building plan and any amendment thereto or modifications thereof made

or cause to be made by the Developer. The Developer at its own risk and responsibility accept the earnest money or full consideration money from the Purchaser/s of the Developer's Allocation and the Developer shall bear liabilities relating with the same and the Owners shall in no way be responsible and or liable for the same.

ARTICLE - VII: AUTHORITY

1. The Developer by strength of development Power of Attorney shall jointly be entitled to Transfer or otherwise Deal with the flat and/or apartments and/or other saleable space or spaces and car parking space of the building and proportionate right to use the common areas and facilities to be transferred to the prospective transferees and income tax or other taxes for Developer's Allocation to be borne by the Developer.
2. In so far as necessary all the dealings by the Developer in respect of the said building in relation to these presents shall be in the name of the Owners for which the Owners hereby irrecoverably nominate, constitute and appoint the Developer to do, execute, perform and execute all the acts and things necessary for the implementation of this Agreement including the authorities to cause, to be prepared, to sign letters correspondence and to apply to the authorities, to sign and execute all application to the government Department and/or authority to appoint architects, Engineers and other persons to construct the building as per sanction of the authority to enter into and sign agreement for sale and to sign sale deeds, conveyances, jointly with the Owners in favour of the prospective transferees to make affidavits and declaration to apply for allotment of cement, iron, and steel and other materials to apply for electric connection sewerage and the drainage to apply for and obtain refund of any amount receivable from the authorities in respect of the said premises to commence proceedings, to sign plaints, verification written statements petition, to sworn affidavit, to appear in any court of law, to give

evidence and to arrange or substitute with all or any of the powers, Owners is not affected for any cost expenses.

3. It is distinctly stipulated and agreed that the Developer shall have no authority to negotiate for and/or sale flat/flats or apartments and/or any other saleable space or spaces or any portion from and out of the Owner's Allocation in the said building which the Developer agrees to make delivery of possession to the Owners as consideration of the said land in proportion to the Developer's Allocation.

ARTICLE - VIII: COMMON FACILITIES

1. The Developer shall pay and bear proportionate Ground rent, other dues and outgoings in respect of the premises accruing, after handed over of the vacant and peaceful possession by the Owners.
2. Subject to the covenant as contained in Article X clause 5 as mentioned hereinafter, on completion of the Owner's Allocated portion of the newly constructed building in all respect as per terms of this Agreement the Developer shall give fifteen days' notice in writing to the Owners requesting the Owners to take possession of the Owner's Allocation in the said building agreed to be provided as consideration of the land in proportionate with the Developer's Allocation as per terms of this Agreement. The Developer shall not be responsible for payment of all Municipal and property taxes, rates, duties, maintenance, charges, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said Rates") payable in respect of the Owner's Allocation and the said rates are to be apportioned pro-rata basis with reference to the saleable space in the building. It is further agreed that the Developer shall deliver possession to the intending flat purchasers only after delivery of possession to the Owners (within fifteen days' notice) of the Owners allocated portion complete in all respect as per terms of this Agreement.

3. The Owners and the Developer shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities or to the other authorities or to the Developer or otherwise as specified by the Developer and the Owners and the Developer shall keep each other in this regard indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly and indirectly in connection with their respective allocation.

ARTICLE - IX: OWNER'S OBLIGATION

1. Subject to the Developer complying with all the terms of this Agreement and discharging its obligations under this Agreement. The Owners do hereby agree and covenant with the Developer not to do any act, deed or things thereby the Developers may be prevented from selling, assigning and/or disposing of the flat/flats or apartment and/or any other saleable space or spaces of the Developer's Allocation or any apportion thereof in the said building of the said premises of the Developer's Allocation.
2. The Owners or any person or persons claiming through them shall not in any way cause any reference or obstruction whereby the Developer or any person or persons claiming through them shall in any manner be prevented or obstructed from constructing and erecting the said building on the said land in the said premises.
3. The Owners do hereby agree and covenant with the Developer not to let out, grant lease, and/or charge the Developer's Allocation of the said premises or any portion thereof without the previous consent in writing of the Developer.

ARTICLE - X: DEVELOPER'S OBLIGATION

1. The Developer hereby agrees and covenants with the Owners to complete the construction of the building in terms of this Agreement and in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation within 24 months may be extended 6 months from the date of sanction of building plan unless prevented by force majeure. Be it mentioned that sanction Plan shall be obtain by Developer's cost and expenses within 6 months provide execution of Development Agreement and Development Power by all the Owners in respect of the Schedule Land and having good marketable title in every manner.
2. The Developer hereby agrees and covenants with the Owners not to violate, contravene or deviate any of the provisions or rules applicable for construction of the said building.
3. The Developer hereby agrees and covenants with the Owners not to do any act, deed, or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of the Owner's Allocation or any portion thereof the said building in the said premises.
4. The Developer shall be responsible for the entire construction and indemnifies the Owners for any damage or loss arises or any accident happens during the construction period. If there is any loss or damage the Developer shall be solely responsible for the same and shall bear all cost and expenses.
5. The Developer hereby agrees that the Developer shall first offer the Owners to take their possession within fifteen days (Complete in all respect as per terms of this Agreement) of their allocation in the newly constructed building, and, after fifteen days from receipt of the said notice by the Owners, if the Owner fails to take possession of the Owners allocated portion or to act upon the

notice the said offer, the Developer shall be at liberty to hand over its allocated portion to the intending purchaser or purchasers.

ARTICLE - XI: MISCELLANEOUS

1. The other owners hereby declare that the premises in question is occupied by several tenants and for the purpose of development such tenancy should be terminated or otherwise settled so that the owners can get the peaceful vacant possession of the tenanted premises and can makeover the same to the developer to enable the developer to make construction thereon after demolishing the existing structure. In view of aforesaid, owners save except Ira Das and developer do hereby agree that the owners and the developer shall, after entering into this agreement, take necessary step jointly for settlement with the tenants for obtaining the peaceful vacant khas possession of the tenanted portion and in course of such settlement, if any, payment is required to be made to the tenants such sum will be paid by the developer out of a sum of agreed to be paid by the developer to the owners as and by way of security deposit.
2. That before demolition of the existing building standing there on the Developer shall provide shifting facility to the Owner herein namely Ira Das with one room residential flat and the Developer will be liable to pay monthly rent in respect of that accommodation till completion and delivery of possession of the Owners allocated portion in the newly constructed building.
3. That upon the demolition of the existing structure the Developer shall be at liberty to sell old building materials and the sale proceeds thereof will be retained by the Developer exclusively for which the Owners including Ira Das herein renders their no objection.

4. It is understood that from time to time to facilitate the uninterrupted construction of the building by the Developer, various acts, deeds, matters and things not herein specified may be required to be done by the Developer for which the Developer may require the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein, the Owners hereby undertakes to do all such acts, deeds, matters and things which do not in anyway infringe the rights of the Owners and/or against the spirit of these presents.
5. That after completion of the said multistoried building the Owner Ira Das shall take over her possession and pay taxes and maintenances regularly..
6. Any notice required to be given by the Developer shall without prejudice to any other mode of service be deemed to have been served on the Owners if delivered by hand.(acknowledgement is required) or sent by registered post to the Owners at all the addresses of the Owners mentioned herein and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by Registered office of the Developer.
7. The Developer and the Owners shall mutually frame scheme for the management and administration of the said building or buildings and/or common parts thereof. The Owners hereby agrees to abide by all the regulations to be framed by any society /Association/Holding Association and/or any other organizations to be formed that will be in charge of the affairs of the building or buildings and/or common parts thereof and the parties hereby give their consent to abide by such rules and regulations.

8. The name of the building shall be decided by the Developer accordingly.
9. After completion of the construction of the building the Owners shall at the request of the Developer execute and register appropriate transfer deeds/conveyance of the proportionate share of land in favour of the Developer or its nominee and/or transferee or transferees. The stamp duty including the registration charges and all other legal expenses payable for the said transfer shall be borne by the transferee(s) or Purchasers.

ARTICLE - XII: FORCE MAJUERE

1. Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, epidemic, strike, lockout and/or any other acts or commission beyond the control of the parties hereto affected thereby and also non availability of essential materials like cement, steel, etc:
2. The parties hereto shall not be considered to be liable for any obligation here above to the extent that the performance of the relative obligation prevented by the existence of the "Force Majeure" and shall be suspended from the obligation during the period this "Force Majeure", except the rental accommodation facilities for the Owner's mentioned herein above.
3. If the construction and/or completion of the building is delayed for any willful acts or negligence on the part of the Developer it shall be liable to pay damages.
4. After entering into this agreement and in course of implementation of the obligations by the developer if the construction work is hampered due to any internal disputes among the owners and the developer is otherwise restrain not to perform his obligations under these presents due to such dispute,

then in that event, the owners shall have an obligation to forthwith make refund the amount lying in their hand as security deposit together with the sum payable as and by way of compensation being the sum invested by the developer in the property in question in performing its obligation under these presents.

ARTICLE - XIII: JURISDICTION

If any dispute arises out of this Development Agreement between the parties hereto such dispute shall be referred to the Arbitration of a Sole Arbitrator to be appointed by the parties and the Award of the Arbitrator shall be final and binding. The venue of the Arbitration shall be at Calcutta. The Learned court/courts having territorial jurisdiction over the property shall have the jurisdiction to entertain all actions and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of un-divided and proportionate land measuring **06 chittaks (more or less)** out of total un-divided and proportionate land **6 cottahs 10 chittaks 40 sq.ft. (more or less)** alongwith permanent structure measuring **700 Sq. ft. (more or less)** in the building out of total permanent structure 6552 Sq. ft. (more or less) being the premises **No P-279, C I T** Scheme IV M formed out of old premises no. 1, Bahir Surah Road and comprised in Holding No. 13, Sub Division 9 Division 3 Dihi Panchanagram Ward No. 33, Assessee No. 110330501080, Kolkata - 700054 The previous Development Agreement executed by 4 Owners shall be treated as piece and parcel of this Development Agreement, which is butted and bounded as follows :-

ON THE NORTH	:	Narkeldanga Main Road;
ON THE SOUTH	:	acquired Property of the W.B. Govt.
ON THE EAST	:	Plot No. 280, C.I.T. Sch IV M.
ON THE WEST	:	Plot No. 277, C.I.T. Sch IV M.

THE SECOND SCHEDULE ABOVE REFERRED TO

OWNER'S ALLOCATION the owner is entitled to one self contained residential 2BHK Flat measuring **700 Sq. ft. (more or less) Covered Area** preferably on the front side of the building together with proportionate share, within proportionate 50% of the Covered Area of total F.A.R. of the Building out of un-divided and proportionate of total land measuring **06 chittaks (more or less)** being the premises No **P-279, C I T** Scheme IV M Kolkata - 700054.

THE THIRD SCHEDULE ABOVE REFERRED TO

DEVELOPER'S ALLOCATION that the developer shall be entitled to get 50% of the Built up Area of total F.A.R. of the Building in the proposed new building upon the total land un-divided and proportionate of total land measuring 6 cottahs 10 chittaks 40 sq.ft. (more or less) by execution other Development Agreement and Development Power of Attorney singly in respect of the schedule property consisting of Flats/commercial/shop rooms/ parking in the proposed building with common services and facilities.

SECOND SCHEDULE ABOVE REFERRED TO

(Common Areas, Common Facilities and Common Expenses)

The owners of the land along with the Society or Syndicate or Association shall allow each other the following easement and quasi-easement rights, privileges etc.

1. All side spaces, back spaces, paths, passages, drain ways in the land of said building.
2. General lighting of the common portions and spaces for installation of electric meters general and separate.
3. Drains and sewers from the building in the Municipal connection drains and/or sewerage.

4. Staircase, staircase's landings and roof right.
5. Common water pump.
6. Common water reservoir.
7. Common electric line.
8. Water and sewerage eviction from the pipes of the every unit, to drain and sewerage common to the said building.
9. Enjoyment of ultimate roof (Owners through their appointed Developer herein reserve their right to construct additional floor on the roof sanctioned by the competent authority, for which land area ratio shall diminish in respect of the purchasers, but undertake not to effect the enjoyment of their respective units) Common Lift facility if available.

THE THIRD SCHEDULE ABOVE REFERRED TO
(SPECIFICATION)

I) FOUNDATIONS:

- A) The foundation shall be constructed with reinforced cement concrete as per design of the structural engineer.
- B) New building RCC frame structure with brick building will be constructed as per specification of the KMC approved sanctioned plan.

II) SUPER STRUCTURE:

The Super structure of the building shall have reinforced cement concrete columns, beams and slabs and followed by brick works as per design of the structural Engineer.

III) FLOORS:

Marble

IV) WALLS:

Walls of the building shall be of 200 mm thick brick walls on the external surface and 125 mm and 75 mm internal walls, as per the design of the Architect with cement sand mortar.

V) **FINISHING (INTERNAL WALLS):**

All internal surfaces of the walls to be plastered with cement sand mortar and finished with wall putty.

VI) **ROOF CASTING:**

The roof casting will be made of matrix of cement medium course sand and three fourth sized of stone chips and finished by a layer of roof tiles.

VII) **DOOR:**

All door frames shall be of Sal wood with Flush door.

VIII) **WINDOWS:**

All windows will be made of aluminum frame with one side looking view glass with iron Box Grill.

IX) **TOILET:**

Glazed tiled dado upto 6' feet height from floor level including skirting, concealed pipe lines for hot and cold water, geyser point, shower point of reputed make and Indian W.C. with cistern. All the fittings will be of C.P. brass of essco/jaguar make and marble floor/vitrified.

X) **KITCHEN:**

Platform with Black stone top with granite top with one built-in-sink, stainless steel two C.P. bib cocks fitted together with concealed pipe lines. The kitchen shall have glazed tiles above the cooking platform upto 3 feet height and marble floor.

XI) **WATER SUPPLY:**

Concealed plumbing system with the supply of water from KMC stored in ground level reservoir and connected to the overhead reservoir.

XII) **ELECTRICAL INSTALLATIONS:**

Concealed copper wiring (Havels/RR cable) with adequate outlet sockets, piano type switches etc. Further installations shall be decided by and between the parties.

XIII) **Outside painting of the exterior wall with snowcem/weather coat**

XIV) **Pedestal washes Basin.**


IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals hereon to and to a duplicate hereof this the day, month and year first above written.

Signed sealed and delivered by the within named owners at Kolkata in the presence of: -

WITNESSES:

1. 
SHARMISTHA DAS

2. P279 Narket Danga
Main Road, Kolkata -54
Bimay yedav
95. Narket Danga main road Kolkata



SIGNATURE OF THE OWNER

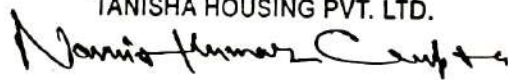
Signed sealed and delivered by the within named developer at Kolkata in the presence of: -

WITNESSES:-

1. 
SHARMISTHA DAS

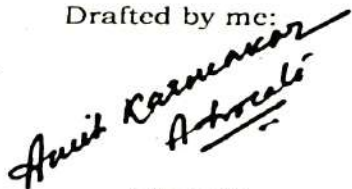
2. Bimay yedav

TANISHA HOUSING PVT. LTD.


Director

SIGNATURE OF THE DEVELOPER

Drafted by me:


Advocate

Advocate
High Court, Calcutta.

Major Information of the Deed

	I-1606-05214/2022	Date of Registration	13/10/2022
	1606-2002927431/2022	Office where deed is registered	
	27/09/2022 9:30:43 PM	A.D.S.R. SEALDAH, District: South 24-Parganas	
Applicant Name, Address & Other Details	Amit Karmakar High Court Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8910342901, Status : Advocate		
Other Sale, Development Agreement or Construction agreement	Additional Transaction		
Set Forth value	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Rs. 2/-	Market Value		
Stamp duty Paid(SD)	Rs. 24,97,503/-		
Rs. 5,100/- (Article:48(g))	Registration Fee Paid		
Remarks	Rs. 21/- (Article:E, E)		
	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :




District: South 24-Parganas, P.S:- Beliaghata, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: C I T SCHEME IV M/Hem Ch.n.road, Road Zone : (C I T Scheme IV M/Hem Ch Naskar Rd – C I T Scheme IV M/Hem Ch Naskar Rd On Road) , , Premises No: P279, , Ward No: 033 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	270 Sq Ft	1/-	20,25,003/-	Property is on Road
Grand Total :				.6188Dec	1 /-	20,25,003 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	700 Sq Ft.	1/-	4,72,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 700 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		700 sq ft	1 /-	4,72,500 /-	




and Lord Details :




Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Ira Das Daughter of Radhika Ranjan De Executed by: Self, Date of Execution: 13/10/2022 , Admitted by: Self, Date of Admission: 13/10/2022 ,Place : Office	 13/10/2022	 LTI 13/10/2022	 13/10/2022
P-279, Narikel Danga Main Road, City:- Not Specified, P.O:- Phool Bagan, P.S:-Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN:- 700054 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: adxxxxxx8j, Aadhaar No: 72xxxxxxxx3494, Status :Individual, Executed by: Self, Date of Execution: 13/10/2022 , Admitted by: Self, Date of Admission: 13/10/2022 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	TANISHA HOUSING PRIVATE LIMITED 5, Pamer Bazar Road, City:- Not Specified, P.O:- Tangra, P.S:-Entaly, District:-South 24-Parganas, West Bengal, India, PIN:- 700015 , PAN No.:: AAxxxxxx1C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Navnit Kumar Gupta (Presentant) Son of Bisheswar Prasad Gupta Date of Execution - 13/10/2022, , Admitted by: Self, Date of Admission: 13/10/2022, Place of Admission of Execution: Office	 Oct 13 2022 2:12PM	 LTI 13/10/2022	 13/10/2022
5, Pamer Bazar Road, City:- Not Specified, P.O:- Tangra, P.S:-Entaly, District:-South 24-Parganas, West Bengal, India, PIN:- 700015, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: agxxxxxx7j,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : TANISHA HOUSING PRIVATE LIMITED (as proprietor)				

Details :			
	Photo	Finger Print	Signature
S Dey Son of G Dey Sealdah Court, City:- Not Specified, P.O:- Entally, P.S:-Entaly, District:-South 24- Parganas, West Bengal, India, PIN:- 700014			
	13/10/2022	13/10/2022	13/10/2022
Identifier Of Ira Das, Navnit Kumar Gupta			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Ira Das	TANISHA HOUSING PRIVATE LIMITED-0.618751 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Ira Das	TANISHA HOUSING PRIVATE LIMITED-700.00000000 Sq Ft

Endorsement For Deed Number : I - 160605214 / 2022

On 13-10-2022

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 (g) of Indian Stamp Act 1899.

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

Presented for registration at 13:50 hrs on 13-10-2022, at the Office of the A.D.S.R. SEALDAH by Navnit Kumar Gupta

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 24,97,503/-

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

Execution is admitted on 13/10/2022 by Ira Das, Daughter of Radhika Ranjan De, P-279, Road: Narikel Danga Main Road, , P.O: Phool Bagan, Thana: Phool Bagan, , South 24-Parganas, WEST BENGAL, India, PIN - 700054, by caste Hindu, by Profession House wife

Identified by S Dey, , , Son of G Dey, Sealdah Court, P.O: Entally, Thana: Entally, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 13-10-2022 by Navnit Kumar Gupta, proprietor, TANISHA HOUSING PRIVATE LIMITED (Private Limited Company), 5, Pamer Bazar Road, City:- Not Specified, P.O:- Tangra, P.S:-Entally, District:-South 24-Parganas, West Bengal, India, PIN:- 700015

Identified by S Dey, , , Son of G Dey, Sealdah Court, P.O: Entally, Thana: Entally, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- (E = Rs 21.00/-) and Registration Fees paid by Cash Rs 21.00/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,020/- and Stamp Duty paid by Draft Rs 5,000.00/-, by Stamp Rs 100.00/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 89277, Amount: Rs.100.00/-, Date of Purchase: 29/08/2022, Vendor name: S MUKHERJEE

Description of Draft

1. Draft(8554) No: 606352000541, Date: 13/10/2022, Amount: Rs.5,000/-, Bank: STATE BANK OF INDIA (SBI), TANGRA

Amitava Ghosal

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1606-2022, Page from 156843 to 156873
being No 160605214 for the year 2022.



Digitally signed by AMITAVA GHOSAL
Date: 2022.10.19 15:00:58 +05:30
Reason: Digital Signing of Deed.

Amitava Ghosal.

(Amitava Ghosal) 2022/10/19 03:00:58 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SEALDAH
West Bengal.

(This document is digitally signed.)