

2001/2022

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भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

H 600966

Q. 2001627/24/2022

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 Dist. Sub Registrar  
Sealdah

27/6/22

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the day 07<sup>th</sup> of June, 2022.

BETWEEN

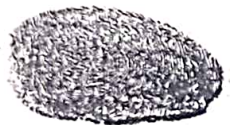
21787

Amit Karmakar  
Advocate  
High Court

NAME  
AGE  
RES. 21787  
12 MAY 2022  
SURANJAN MUKHERJEE  
Licensed Survey Vendor  
C. C. Court  
P.O. 3, K. S. Piny Road, Kolt

12 MAY 2022

- Maya Rani Maulek



VOTI  
2786

- Maya Rani Maulek



VOTI  
2786

TANISHA HOUSING PVT. LTD.

Narmit Kumar Gupta  
Director



A.D.S.R., SEALDAH  
7 JUN 2022  
Dist.-South 24 Parganas

Identifi filed by me  
S.D.S

MAYARANI MALLICK, (PAN ADRPM 1608A), wife of Bonomali Mallick, by faith Hindu, by occupation Business by Nationality Indian residing at 26/1A, Shib Kristo Daw Lane, Post Office Kankurgachi and Police Station Phool Bagan Kolkata-700054 hereinafter called and referred to as the "OWNER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors administrators, representatives and/or assigns) of the FIRST PART:

AND

TANISHA HOUSING PRIVATE LIMITED, [PAN AAECT0531C] a company incorporated under the provisions of Companies Act 1956 as amended upto date represented by its Director NAVNIT KUMAR GUPTA, [PAN AGMPG8387J ] son of Sri Bisheswar Prasad Gupta, by faith:- Hindu, by Occupation:- Business, by Nationality:- Indian residing at and also having office at 5, Palmer Bazar Road, Post Office Tangra Police Station Entally, Kolkata-700015 hereinafter called and referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its' heirs, executors administrators, representatives and/or assigns) of the OTHER PART:

WHEREAS one Gour Bala Dasi wife of Moti Lal Das of 171/1B, Manicktala Main Road, Police Station Phoolbagan, Kolkata: - 700054 peacefully possessing and enjoying the schedule land measuring 4 Cottaha 10 Chittacks (more or less ) with structure standing therein Dihi 55 gram, Touzi No 1298/2833, Division 3, Sub Division 11 Holding No '23 presently being premises No 26/1A, Shib Kristo Daw Lane, (formerly 26, Shib Kristo Daw Lane ) Kolkata 700054. Be it mentioned that the part of the land measuring 2 Cottahs 12 Chittacks (more or less) has been purchased by Gour Bala Dasi and Nemaï Chand Hati (alias Haiyt) on 9.05.1960 entered in Book No I Volume No 24 pages 276 to 280 Being No 1057 for the year 1960. That said Nemaï Chand Hati has not paid any consideration during the said purchase, hence on 1965, 17th August the said Nemaï Chand Hati executed Deed of Relinquishment in favour of Gour Bala Dasi, hence the said Gour Bala Dasi became the absolute Owner accordingly.

AND WHEREAS by an Indenture on 1960, 9th May registered in Book No 1 Volume 31 pages 10 to 24 Being No 1058 for the year 1960 registered with Sub Registered Scaldah one Bakadha Bala Dasi purchased another land measuring 2 Cottahs (more or less), subsequently the said Owner Bakadha Bala Dasi on 1965, 31st August 1965 executed Trust Deed registered in Book No I Volume 42 pages



242 to 245 Being No 2029 for the year 1965 registered with Sub Registered Sealdah, in the said Deed it has been contemplated that her husband Moti Lal Koyal shall be the beneficiary, after demise of Bakadha Bala Dasi on 1966 the property shall devolved upon Gour Bala Dasi and the trust stands dissolved accordingly. Hence the said Gour Bala Dasi became the absolute owner in respect two lands 2 Cottahs 12 Chittacks (more or less) and 2 Cottahs (more or less) with easement right attached thereto attached thereto presently seized and possessed of land measuring 4 Cottahs 10 Chittacks being premises No 26/1A, Shib Kristo Daw Lane, (formerly 26, Shib Kristo Daw Lane ) Kolkata 700054.

**AND WHEREAS** the said Gour Bala Dasi mutated her name in the Kolkata Municipal Corporation being premises No 26/1A, Shib Kristo Daw Lane, (formerly 26, Shib Kristo Daw Lane ) Assessee No 110311300714 Kolkata 700054 and paid rates and taxes regularly.

**AND WHEREAS** the said Gour Bala Dasi sold, conveyed and transferred the land 4 Cottahs 10 Chittacks (more or less) being premises No 26/1A, Shib Kristo Daw Lane, unto and in favour of Maya Rani Mallick by Deed of Sale (Saf-Kobala) registered with Sub-Registrar at Sealdah Being No. 123 for the year 1978.

**AND WHEREAS** the said Maya Rani Mallick mutated her name in the Kolkata Municipal Corporation being premises No 26/1A, Shib Kristo Daw Lane, (formerly 26, Shib Kristo Daw Lane ) Assessee No 110311300714 Kolkata 700054 and paid rates and taxes regularly.

**AND WHEREAS** the said Owner herein is desirous of developing the aforesaid premises by demolishing the existing structures and constructing Multi storied building in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation. Hence the aforesaid Owner approached to the Developer herein for development of the land 4 Cottahs 10 Chittacks (more or less) with permanent/temporary structure standing therein 3000 sq.ft. (more or less) being premises No 26/1A, Shib Kristo Daw Lane, Assessee No 110311300714 Kolkata 700054 after due consideration of the pros and cons of the proposed project and after several sittings and meeting held between the Owner and the Developer herein they have agreed upon some terms and conditions for the proposed development work at the Schedule 'A' Property Which have been recorded in this Development Agreement to avoid future misunderstanding amongst the parties herein.

AND WHEREAS at or before execution of this Agreement the said Owner has represented and assured the said Developer as follows:

- a) That the Owner herein by virtue of a registered Deed of Gift become the absolute Owner in respect of the schedule property being premises No 26/1A, Shib Kristo Daw Lane, without any objection and/or
- b) hindrance in any manner whatsoever.
- c) That the entire premise is presently in occupation and possession of the Owner and none else.
- d) That the schedule property is free from all encumbrances, charges, liens, lispendences, attachments, trusts, agreements whatsoever or howsoever.
- e) That excepting the Owner herein no one else who has any right, title, interest, claims or demand in any nature whatsoever and/or howsoever in respect of the said property or any part thereof.
- f) That the Owner has good marketable title in respect of the premises.
- g) There is no notice of acquisition or any case or proceeding either Civil or Criminal nature is/are not pending in any Learned Court elsewhere upon the said property or any part thereof.
- h) The said Owner have not entered into any Agreement for Sale, transfer, lease, Development Agreement or otherwise for any purpose regarding the said property or any part thereof.

AND WHEREAS upon relying the aforesaid representations and believing the same to be true and acting on the faith thereof, the Developer has agreed to develop and acquire the entirety of the said premises free from all encumbrances, charges, liens, lispendences, attachments, trusts, acquisitions, requisitions whatsoever or howsoever.

AND WHEREAS upon the aforesaid representation of the Owner and subject to verification of the title of the Owner concerning the said premises by constructing a multistoried building on the land measuring premises No 26/1A, Shib Kristo Daw Lane, (formerly 26, Shib \ Kristo Daw Lane) Assessee No 110311300714 Kolkata 700054 more fully described in the schedule "A" in accordance with the sanctioned Building Plan to be sanctioned by the Kolkata Municipal Corporation, the Developer agrees to develop the said property on the terms and conditions hereinafter appearing.

5  
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

ARTICLE-I

DEFINITIONS

**OWNER** shall mean MAYARANI MALICK, wife of Bonomali Mallick, residing at 26/1A, Shib Kristo Daw Lane, Post Office Kankurgachi and Police Station Phool Bagan Kolkata-700054

**DEVELOPER** shall mean TANISHA HOUSING PRIVATE LIMITED, a company incorporated under the provisions of Companies Act 1956 as amended upto date represented by its Director NAVNIT KUMAR GUPTA son of Sri Bisheswar Prasad Gupta, by faith:- Hindu, by Occupation:- Business, by Nationality:- Indian residing at and also having office at 5, Palmer Bazar Road, Post Office Tangra Police Station Entally, Kolkata-700015.

**ARCHITECT** shall mean reputed company/person to be engaged by the Developer.

**BUILDING** shall mean a multi storied building intended to be constructed on the Premises in accordance with the Plan to be sanctioned by the Kolkata Municipal Corporation.

**BUILDING PLAN** shall mean the Plan or plans which may be submitted to the Kolkata Municipal Corporation by the Developer for sanction to be approved and shall include any amendment and/or modifications thereof which may be made by the Developer and any change will require for approval by the Kolkata Municipal Corporation.

**COMMON FACALITIES/PORTIONS** shall mean and include Path, Corridors, roof, underground septic tank, passages, lift well, drive ways, toilets and other space landings, motor, lifts, pumps, electrical installations, drainage, pipe lines, entry and including and facilities whatsoever required for the enjoyment maintenance and/or management of the building in common by all the flat Owners in the premises together with the proportionate right, title and interest in the land including common facilities and amenities in the said premises.



**CONSTRUCTED SPACE** shall mean the space available for use and occupation the space demarcated to common facilities and services as per sanctioned plan.

**COVERED AREA** shall mean total built up area for any unit plus proportionate area share of stair/lobby, lift etc in the premises No 26/1A, Shib Kristo Daw Lane, Kolkata 700054.

**PREMISES** shall mean the premises No 26/1A, Shib Kristo Daw Lane, Kolkata 700054 more fully and particularly described in the Schedule 'A'.

**TITLE DEED** shall mean all the documents referred to hereinabove and all documents of the title in respect of the aforesaid property to be deposited with the Developer as indemnity of the part of the Owner.

**OWNERS'S ALLOCATION** shall mean one self contained residential being flat No. 102 measuring 1200 sq.ft. (more or less) Super Built Up Area, First Floor with common services and facilities in the newly constructed building alongwith proportionate stair area together with undivided proportionate share of land in the said premises together with proportionate share in the common parts and facilities attached thereto.

The Developer has paid a sum of Rs 40,00,000/- Rupees (Forty Lakhs) only to the Owner towards non refundable Advance prior to execution of this Agreement.

The Developer shall pay a sum of Rs 50,00,000/- Rupees (Fifty Lakhs) only to the Owner as Non- refundable Advance at time of execution of Development Agreement and Development Power of Attorney totaling Rs 90,00,000/- Rupees (Ninety Lakhs) in first phase/part.

**In Second phase/part:**

The Developer shall pay a sum of Rs 70,00,000/- Rupees (Seventy Lakhs) only to the Owner as Non- refundable Advance within one year.

The Developer shall pay a sum of Rs 70,00,000/- Rupees (Seventy Lakhs) only to the Owner as interest free refundable Advance within one year.

The Developer in second Phase/part finally shall pay the said Rs 70,00,000/- Rupees (Seventy Lakhs) only as Non- refundable Advance and Rs 70,00,000/- Rupees (Seventy Lakhs) only interest free refundable Advance total the sum of Rs 1,40,00,000/- Rupees (One Crore Forty Lakhs) only within one (1) year from execution of construction work and sanction Plan of the new building more fully and particularly described in the Schedule "B" hereunder written.

DEVELOPER'S ALLOCATION shall mean remaining/balance built up area and/or constructed space of the newly constructed building allocated to the Developer as referred to hereinafter in the Building to be constructed alongwith proportionate stair area together with undivided proportionate share of land comprised in the premises together with undivided share in the common parts and facilities save and except the Owners' allocation share as aforesaid more fully and particularly described in the Schedule "C" hereunder written with right to sale and transfer to third party Purchaser by the strength of Development Power of Attorney. The Developer shall have every right to extend/expand construction vertically and horizontally with affecting the Owner herein within preview of sanction plan. The Developer has every right to Block the Owner's Flat till refund of the non refundable advance mention herein before.

TRANSFER with its grammatical variations shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of Flat and/or space in the multi-storied building to purchaser thereof and will include the meaning of the said term as defined in the Income Tax Act, 1961 and the Transfer of Property Act, 1961.

TRANSFeree shall mean a person or persons to whom any Flat and/or space in the said multistoried building will be agreed to be transferred, by delivery or possession in accordance with the Sale Deed.

SINGULAR NUMBER shall include plural number and Vice-Versa. Female Gender in this Memorandum of the Agreement shall apply both female and male as the case may be.

UNIT shall mean the Flat and/or space in the building available for independent use and occupation after making the due provision for common facilities and the space required thereof.

ROOF shall mean enjoyment of top roof by the Purchaser/Owner/Developer.

CAR PARKING SPACE shall mean the Car Parking Space in the newly constructed building.

#### **ARTICLE :II COMMENCEMENT AND DURATIONS**

This agreement shall be deemed to have commenced on and from the date of execution of this Agreement and shall be terminated after completion of the building and delivery of possession of the flats to the owners herein and also sale



out of all the Flats to the intending Purchaser and/or Purchasers and also after delivery of possession of the Flats to the intending Purchaser and/or Purchasers and after formation of the Flat Owners' Association.

ARTICLE: III

OWNERS'S DECLARATION, OBLIGATION AND RESPONSIBILITIES

1. The Owner hereby declare that the said Premises and is 'now' seized and possessed of or otherwise well and sufficiently entitled thereto without any disturbances and hindrance in any manner whatsoever.
2. The Owner hereby declares that the property is free from all encumbrances, charges, liens, lispensens, attachments, acquisition or requisition whatsoever and/or howsoever and has good and marketable title and there is no impediment under the Urban Land (Ceiling and Regulation) Act, 1976.
3. That the Owner hereby agrees to deliver vacant and peaceful possession of the aforesaid land and building and others structures within stipulated time motioned herein from the date of execution of these presents to the Developer herein for construction of a new multi storied building as described in the Schedule 'A' property.
4. That the Owner hereby give exclusive right to the Developer to commercially exploit the same as per terms and conditions contained in this Agreement and hereby authorize the Developer to enter into Agreement for Sale, lease, transfer in respect of and to dispose of the Developer's Allocation by virtue of this Development Agreement.
5. During the continuance of this Agreement, the owner shall not in any way cause any impediment or obstruction whatsoever in the construction of development of the said building by the developer in any manner whatsoever.
6. The Owner shall undertake not to create encumbrances or charges on the said plot of land or deal with the same in any manner.
7. That the owner shall refund the aforesaid interest free refundable Advance to the developer prior to taking possession of the flats as per the owner's allocation as mentioned above.

ARTICLE: IV

DEVELOPER'S DECLARATION, OBLIGATION AND RESPONSIBILITIES

That the Developer hereby agreed to complete the new building within 24 months from the Plan sanctioned by the Kolkata Municipal Corporation and possession with due modification or amendment of the sanction Plan as made or caused to be made by the Architect of the Developer.

1. All applications, plans, papers and documents as may required by the Developer for the purpose of sanction of the Plan addition, alteration of the building Plan shall be submitted by the Developer with due signature and all costs expenses and charges be paid by the Developer and also for construction of the building thereon.
2. The Developer hereby agreed to deliver possession of the Owners' Allocation in the proposed new building to the Owners within 24 months from the date of obtaining sanction Plan or execution of construction work in the schedule property.
3. To arrange, appoint or nominate at his sole risk and responsibility and cost of architect, contractors, sub-contractors or labour are carrying out and proceed with this construction of the said building and other common spaces according to the approved drawing, plan and specifications and in conformity and arrange building material, articles, tools and other implements and to hire and engage suppliers, and to pay and meet with their remunerations, fees and salaries. The owner shall never be liable for any such dealings, transaction by the developer.
4. To complete the work of construction with standard material of full the satisfaction of the owner and shall do all other acts, deeds and things as may be found necessary for smooth and expeditions constructions of the said building.
5. The construction work shall be at the sole risk and responsibility of the Developer and it is mutually agreed and understood that, the owner shall not be responsible for any technical and/or engineering defect in construction for which the developer shall solely be responsible and answerable to the authority.
6. The developer shall construct the said building in the manner as aforesaid incurring and meeting all the expenditure thereof for the construction i.e. payments for building materials fees and remuneration of architects, labour payment etc. in such manner as the developer shall think fit and proper at its absolute discretion.
7. If for any reason, any losses are incurred and damages caused or suffered on account of negligence in connection with the construction of the said building, the developer shall be solely liable thereof and shall keep the owner indemnifies from any such losses or damages.
8. The developer shall abide by all laws, by-laws, rules and regulations and sanctions for the construction of the said building which shall be constructed by the developer according to the sanctioned plan.



ARTICLE: VCONSIDERATION PROCEDURE

In consideration of the Owner's Allocation stated in this Agreement and/or consideration of any mentioned in the Owner's Allocation, the Developer is entitled to get the remaining constructed area of the building as per Developer's allocation together with right to transfer the same to the intending Purchaser or Purchasers.

That the existing construction to be demolished by the Developer and will take the debris in its own account.

That the Owners shall clear up to date tax of the Kolkata Municipal Corporation and other outgoing charges of the said Premises till the date of this Agreement. Thereafter the Developer will pay the taxes and charges for the said Premises from the date of executing this Agreement till the date of handing over Owners' allocation to the Owners.

ARTICLE : VIDEALINGS OF SPACE IN THE BUILDING

The Developer shall on completion of the building put the Owner in undisputed possession within the Owner's allocation together with the right to enjoy the common facilities and amenities with other of the Flats Owners of the new building. The Developer being the party of the Second Part shall be at liberty with exclusive rights and authority to negotiate for the sale of the Flats together with right of proportionate share of land including the Parking space/units Flat provided under the Developer's allocation in the Premises to any prospective buyers before, after or in course of the construction work of the said building think fit and proper.

The Developer shall at its own costs, construct and complete the building at the said Premises in accordance with the sanctioned Plan and due modification, if any, with such materials and with such specification assure to be mentioned in the sanctioned Plan of the building hereunder written and as may be recommended by the Architect/Engineer from time to time. That the Developer shall install erect and shall provide underground reservoirs and overhead reservoirs, electric wiring, sanitary fittings and other facilities as are required to be provided in respect of building. The Developer will be entitled to sell the Flats/Car Parking Space on Ownership basis to the intending Purchaser/Purchasers in respect of its allocation mentioned in schedule 'C' hereunder written save and except the Owner's allocation.



ARTICLE: VII COMMON FACILITIES

1. The Developer shall pay and bear all property taxes and outgoings in respect of the building accruing due on and from the date of executing of this Agreement and prior to that the Owners shall pay and clear all dues and taxes in respect of the property and after handing over the possession of the Flats. All the Flat Owners will pay the dues according to their respective shares.
  
2. As soon as the respective self contained Flat is completed the Developer shall give notice to the Owner to take possession of the Owner's Allocation in the building forthwith and the Owners shall be exclusively responsible for payment of Municipal and property taxes, rates, duties, dues, electric installation charges, electric charges, bill 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 the said rates to be apportioned with reference to the saleable space in the building, if any, are levied on the building as a whole. The Owner and the Developer or Purchasers shall punctually and regularly pay the rates and taxes and maintenance charges for their respective allocation to the as may be mutually agreed upon between the Owners and the Developer.
  
3. Till the Flats/Car Parking Spaces of the individual Owners to be separated by the Kolkata Municipal Corporation the respective Flat /Car Parking Space Owners of the said project shall bear the proportionate share of taxes of Kolkata Municipal Corporation and other outgoing charges including the Owners herein in proportion to their respective area to the Developer and the mutual decision shall be final and binding upon all.
  
4. That all legal works in respect of the said project will be done by the Advocate of the Developer which is to be registered through the Developer's Advocate and they will pay the required charges for stamp duty, registration costs and professional fees to the said Advocate.

ARTICLE : VIII  
COMMON RESTRICTIONS

The Owner after taking possession in the proposed building shall be subject to the same restriction and use as it is applicable to the Developers allocation respective possession in the building which are as follows:-

1. Neither Party shall use or permit to the use of the respective allocation in the building or any part thereto for carrying on any obnoxious illegal and immoral trade or activities not use thereto for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
2. The Owners shall not demolish any wall or other structural addition or alteration therein without the previous written consent from the Developer or from the competent authority or from Municipal Authority concern in this behalf.
3. Neither party shall transfer or permit to transfer their respective allocation unless the proposed transferred shall have given a written undertaking to the effect that such transfer shall remain bound by the terms and conditions hereto and of these presents and further that such transferee shall pay all and also shall be payable in relation to the area in each of their respective possession.
4. Both the parties shall abide by all laws, bye laws rules and regulations of the Government Statutory bodies and/or local bodies as the case may and shall be responsible for any deviation and/or breach of any of the said laws and regulations.
5. The respective allottees or their transferees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective unit /allocation in the building in good working conditions and repair and in particulars so as not to cause any damage to the building or indemnified from consequences of any breach.
6. No goods or other items shall be kept by either party or their transferees for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be cause in any manner in the free movement of use in the corridors and other places of common use in the building.
7. Neither party nor their transferees shall do or cause or permit to be done any act or things which may render void any insurance of the building or any part thereof and shall keep the other occupiers of the said harmless and indemnified from and against the consequences of any breach.
8. Neither party nor their transferees shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be accumulated in or about the building or in the compounds corridors or any other portion or portions of the building.

ARTICLE -IXOWNERS'S DUTY AND INDEMNITY

The Owner do hereby agree and covenants with the Developer not to cause any interference or hindrance in any manner during the construction of the said building. The Owner will have no right/authority and/or power to terminate and/or determinate this Agreement and Power till the construction of the building is completed as well as till the date of disposal of all the flats/units of the Developer's allocation.

ARTICLE-XDEVELOPER'S DUTY AMD INDEMNITY

That the Developer hereby indemnifies the Owner against any Third Party claims in respect of the said development/construction work. If any untoward incident happens during the construction of the proposed new building or during demolition of the old building, the Owner shall have no liability or responsibility for such incidents and the Developer will meet all such consequences and the Developer keep the Owners indemnified against any action, suit, claim or Court case of whatsoever nature. That if any sort of issue crops up during the process of construction and others, save and except dispute in the title of the property then the Developer shall solve the issue with his own costs and expenses. That the Owner shall not be liable for any monetary transaction and responsibility of the Developer to be made by the Developer in connection with the said project.

ARTICLE -XILEGAL ACTIONS

Both the parties shall have liberty to avail the opportunity under the specific performance of contract of this Agreement for the non-compliance of the covenant herein before mentioned alternatively, at anytime dispute shall arise between the parties hereto regarding the construction or interruption of any of the terms and conditions herein contained or touching these present of determination of any liability of any of the parties under this agreement the same shall be decided by the Court of law having competent jurisdiction.

ARTICLE XIIFORCE MAJEDRE

12. The parties hereto shall not be considered to be liable for any obligation herein under to the extent that the 'FORCE MAJURE' and pandemic.

ARTICLE XIIIJURISDICTION

13. The High Court at Kolkata and its subordinate Court shall have the jurisdiction to entertain and determine all actions and proceedings arising out of these presents between the Parties hereto.



THE SCHEDULE "A" ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu land measuring 4 Cottaha 10 Chittacks (more or less ) with permanent structure standing therein 3000 sq.ft. (more or less) Dihi 55 gram, Touzi No 1298/2833, Division 3, Sub Division 11 Holding No 23 being premises No 26/1A, Shib Kristo Daw Lane, (formerly 26, Shib Kristo Daw Lane) Kolkata 700054 Post Office Kankurgachi and Police Station Phool Bagan Kolkata-700054 A.D.S.R. Scaldah District of South 24-Porganas with all easement rights thereto which is butted and bounded as follows:-

ON THE NORTH AND EAST : Shib Kristo Daw Lane,  
 ON THE SOUTH : Land of Bijoy Bakuli.  
 ON THE WEST : Common Drain.

THE SCHEDULE "B" ABOVE REFERRED TO

**Owner's Allocation:-** shall mean shall mean one self contained residential being flat No. 102 measuring 1200 sq.ft. (more or less) Super Built Up Area, First Floor with common services and facilities in the newly constructed building alongwith proportionate stair area together with undivided proportionate share of land in the said premises together with proportionate share in the common parts and facilities attached thereto.

The Developer has paid a sum of Rs 40,00,000/- Rupees (Forty Lakhs) only to the Owner towards non refundable Advance prior to execution of this Agreement.

The Developer shall pay a sum of Rs 50,00,000/- Rupees (Fifty Lakhs) only to the Owner as Non- refundable Advance at time of execution of Development Agreement and Development Power of Attorney totaling Rs 90,00,000/- Rupees (Ninety Lakhs) in first phase/part.

In Second phase/part.

The Developer shall pay a sum of Rs 70,00,000/- Rupees (Seventy Lakhs) only to the Owner as Non- refundable Advance within one year.

The Developer shall pay a sum of Rs 70,00,000/- Rupees (Seventy Lakhs) only to the Owner as interest free refundable Advance within one year.

The Developer in second Phase/part finally shall pay the said Rs 70,00,000/- Rupees (Seventy Lakhs) only as Non- refundable Advance and Rs 70,00,000/- Rupees (Seventy Lakhs) only interest free refundable Advance total the sum of Rs 1,40,00,000/- Rupees (One Crore Forty Lakhs) only within one (1) year from execution of construction work and sanction Plan of the new building

THE SCHEDULE "C" ABOVE REFERRED TO

**Developer's Allocation:-** shall mean remaining/balance ~~Built up area and/or constructed space~~ of the newly constructed building allocated to the Developer as referred to hereinafter in the Building to be constructed alongwith proportionate stair area together with undivided proportionate share of land comprised in the premises together with undivided share in the common parts and facilities save and except the Owners' allocation share as aforesaid more fully and particularly described in the Schedule "C" hereunder written with right to sale and transfer to third party Purchaser by the strength of Development Power of Attorney. The Developer shall have every right to extend/expand construction vertically and horizontally with affecting the Owner herein within preview of sanction plan. The Developer has every right to Block the Owner's Flat till refund of the non refundable advance mention herein before.

IN WITNESS WHEREOF the Owner and the Developer herein have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED AND DELIVERED in presence of:

1. Aray Kr. Singh  
5, Pailmer Boat Road  
Kolkata - 700015

2. S. D. G.  
Sardar Court  
Kolkata - 700014

Maya Ram Maalik

SIGNATURE OF THE OWNER

TANISHA HOUSING PVT. LTD.

Navin Kumar Chatterjee  
Director

SIGNATURE OF THE DEVELOPER

Drafted by me:

Anil Karanekar  
Advocate Advocate  
High Court, Calcutta



MEMO OF CONSIDERATION

Date	Bank/Branch	Cheque/ DD No.	Amount Rs.
03.12.2021	Axis bank	511931	8,00,000/-
04.12.2021	Axis bank	RTGS	2,00,000/-
27.12.2021	Axis bank	RTGS	3,00,000/-
25.01.2022	Axis bank	RTGS	3,00,000/-
26.01.2022	Axis bank	RTGS	2,00,000/-
04.04.2022	Axis bank	RTGS	10,00,000/-
04.04.2022	Axis bank	RTGS	2,00,000/-
28.04.2022	Axis bank	RTGS	10,00,000/-
07.06.2022	Axis bank	RTGS	20,00,000/-
07.06.2022	Axis bank	511967	30,00,000/-
		<b>Total Rs.</b>	<b>90,00,000/-</b>

Total Rs 90,00,000/- Rupees (Ninety Lakhs) only.

WITNESSES:

1. Ajay Kr. Singh  
5, Palmer Bazar Road  
Kolkata - 700015
2. S. Dey  
Sardar Court  
Kolkata - 700014

~ Moya Rama Maierk  
SIGNATURE OF THE OWNER








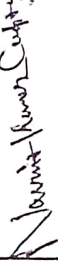


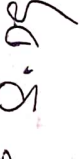
Government of West Bengal

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

OFFICE OF THE A.D.S.R. SEALDAH, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16062001627241/2022

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	MAYARANI MALLICK 26/1A, Shibkrishna Daw Lane, City:- Not Specified, P.O:- KANKURGACHI, P.S:- Phool Bagan, District:- South 24-Parganas, West Bengal, India, PIN:- 700054	Land Lord			 07.06.2022
2	NAVNIT KUMAR GUPTA 5, City:- Not Specified. P.O:- TANGRA, P.S:-Entaly, District-South 24-Parganas, West Bengal, India, PIN:- 700015	Representative of Developer [TANISHA HOUSING PRIVATE LIMITED]			 07.06.2022
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	S DEY Son of G DEY SEALDAH COURT, City:- Not Specified, P.O:- ENTALY, P.S:- Entaly, District:-South 24-Parganas, West Bengal, India, PIN:- 700014	MAYARANI MALLICK			 07.06.2022

(Amitava Ghosal)

ADDITIONAL DISTRICT  
SUB-REGISTRAR

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

South 24-Parganas, West  
Bengal



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

GRN Details

GRN: 192022230044002981 Payment Mode: Online Payment  
GRN Date: 06/06/2022 21:57:00 Bank/Gateway: HDFC Bank  
BRN : 1814923734 BRN Date: 06/06/2022 21:58:33  
Payment Status: Successful Payment Ref. No: 2001627241/1/2022  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: Amit karmakar  
Address: 4/2 omda raja lane kol 700015  
Mobile: 8910342901  
Depositor Status: Advocate  
Query No: 2001627241  
Applicant's Name: Mr Amit Karmakar  
Identification No: 2001627241/1/2022  
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001627241/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	35021
2	2001627241/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	230021
			<b>Total</b>	<b>265042</b>

IN WORDS: TWO LAKH SIXTY FIVE THOUSAND FORTY TWO ONLY.

स्थायी लेखा संख्या

/PERMANENT ACCOUNT NUMBER



AD RPM1608A

नाम /NAME

MAYARANI MALLICK

पिता का नाम /FATHER'S NAME

HARANDRA NATH MANNA

जन्म तिथि /DATE OF BIRTH

20-10-1950

हस्ताक्षर /SIGNATURE

Maya Rani Mallick

*B. Das*

आयकर अधिक, प.नं.-11

COMMISSIONER OF INCOME-TAX, W.D. - II

इस कार्ड के खो / गिन. जाने पर कृपया जारी करने वाले प्राधिकारी को सूचित / यापस कर दें  
सहायक आयकर आयुक्त,  
पी-7,

चीरंगी स्क्वायर,  
कलकत्ता - 700 069.

In case this card is lost/found, kindly inform/return to  
the issuing authority :

Assistant Commissioner of Income-tax,  
P-7,  
Chowringhee Square,  
Calcutta- 700 069.

### Major Information of the Deed

Deed No :	1-1606-02793/2022	Date of Registration	08/06/2022
Query No / Year	1606-2001627241/2022	Office where deed is registered	
Query Date	31/05/2022 7:22:59 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		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,30,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 2,28,37,500/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,021/- (Article:48(g))	Rs. 2,30,021/- (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:- Phool Bagan, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Shibkrishna Daw Lane, , Premises No: 26/1A, , Ward No: 031 Pin Code : 700054

Sch No	Plot Number	Khatian Number	Land Use Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	4 Katha 10 Chatak	1/-	2,08,12,500/-	Property is on Road
<b>Grand Total :</b>				7.6313Dec	1 /-	208,12,500 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3000 Sq Ft.	1/-	20,25,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 3000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		3000 sq ft	1 /-	20,25,000 /-	



id Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<p><b>MAYARANI MALLICK (Presentant )</b>                      Wife of BONOMALI MALLICK 26/1A, Shibkrishna Daw Lane, City:- Not Specified, P.O:- KANKURGACHI, P.S:- Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN:- 700054 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: ADxxxxxx8A, Aadhaar No: 54xxxxxxxx2204, Status :Individual, Executed by: Self, Date of Execution: 07/06/2022                      , Admitted by: Self, Date of Admission: 07/06/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 07/06/2022                      , Admitted by: Self, Date of Admission: 07/06/2022 ,Place : Pvt. Residence</p>

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<p><b>TANISHA HOUSING PRIVATE LIMITED</b>                      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</p>

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<p><b>NAVNIT KUMAR GUPTA</b>                      Son of BISHESWAR PRASAD GUPTA 5, 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 DIRECTOR)</p>

Identifier Details :

Name	Photo	Finger Print	Signature
<p><b>S DEY</b>                      Son of G DEY                      SEALDAH COURT, City:- Kolkata, P.O:- ENTALY, P.S:-Entaly, District:-South 24-Parganas, West Bengal, India, PIN:- 700014</p>			

Identifier Of MAYARANI MALLICK, NAVNIT KUMAR GUPTA

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	MAYARANI MALLICK	TANISHA HOUSING PRIVATE LIMITED-7.63125 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	MAYARANI MALLICK	TANISHA HOUSING PRIVATE L.MITED-3000.00000000 Sq Ft

On 07-06-2022

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

Presented for registration at 17:40 hrs on 07-06-2022, at the Private residence by MAYARANI MALLICK, Executa

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

Execution is admitted on 07/06/2022 by MAYARANI MALLICK, Wife of BONOMALI MALLICK, 26/1A, Road: Shibkrishna Daw Lane, , P.O: KANKURGACHI, Thana: Phool Bagan, , South 24-Parganas, WEST BENGAL, India, - 700054, by caste Hindu, by Profession Others

Indetified by S DEY, , , Son of G DEY, SEALDAH COURT, P.O: ENTALY, Thana: Entaly, , City/Town: KOLKATA, , 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 07-06-2022 by NAVNIT KUMAR GUPTA, DIRECTOR, TANISHA HOUSING PRIVATE LIMITED (Private Limited Company), 5, Pamer Bazar Road, City:- Not Specified, P.O:- Tangra, P.S:-Entaly, District:- South 24-Parganas, West Bengal, India, PIN:- 700015

Indetified by S DEY, , , Son of G DEY, SEALDAH COURT, P.O: ENTALY, Thana: Entaly, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Law Clerk

*Amitava Ghosal*

Amitava Ghosal

ADDITIONAL DISTRICT SUB-REGISTRAR

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

South 24-Parganas, West Bengal

On 08-06-2022

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 41 (g) of Indian Stamp Act 1899.

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 2,28,37,500/-

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,30,021/- ( B = Rs 2,30,000/- , E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 2,30,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 06/06/2022 9:58PM with Govt. Ref. No: 192022230044002981 on 06-06-2022, Amount Rs: 2,30,021/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 1814923734 on 06-06-2022, Head of Account 0030-03-104-001-16



Statement of Stamp Duty

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

Stamp Duty payable online = Rs 35,021/-

Description of Stamp

1. Stamp Type: Impressed, Serial no: 21787, Amount: Rs.5,000/-, Date of Purchase: 12/05/2022, Vendor name: S

MUKHERJEE  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 06/06/2022 9:58PM with Govt. Ref. No: 192022230044002981 on 06-06-2022, Amount Rs: 35,021/-, Bank  
HDFC Bank (HDFC0000014), Ref. No. 1814923734 on 06-06-2022, Head of Account 0030-02-103-003-02

*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 98466 to 98494

being No 160602793 for the year 2022.



Digitally signed by AMITAVA GHOSAL  
Date: 2022.06.14 12:29:48 +05:30  
Reason: Digital Signing of Deed.

*Amitava Ghosal*

(Amitava Ghosal) 2022/06/14 12:29:48 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. SEALDAH  
West Bengal.

(This document is digitally signed.)