

02428

2-2300/19



22/2/19

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

46924/19

AB 392057

Certified that the document is admitted to registration. The signature sheet/sheets & the endorsement sheet/sheets attached with this document is/are the part of this document.

[Signature]
 Assistant District Sub-Registrar
 Kolkata, West Bengal, India

22 FEB 2019

DEVELOPMENT AGREEMENT

1. Date : 22nd February 20
2. Place : Kolkata
3. Parties :
 - 3.1 TANTRA KARMAKAR

No. 153299

Name: Pinaki Chattopadhyay
Address: Advocate
Barasat Judges' Court
Reg. No: WB/501/94

Rs. Kolkata Collectorate,
11, Netaji Subhas Rd.,
Kolkata-1

Arnal Kr. Saha
Licensed Stamp
Vendor

30 NOV 2018



Additional District Sub-Registrar
Barasat, New Town, North 24 Parganas

22 FEB 2019

Krishna Das
Advocate
Barasat Judge court
WB/1027/98

[PAN NO. BHYPK3000N] & [MOBILE NO. 8617267361], wife of Mrinal Kanti Karmakar, daughter of Late Kali Krishna Dutta, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at Debi Park, No.1, Niranjan Pally, P.O. R. Gopalpur, P.S. Airport, Kolkata - 700 136, District North 24 Parganas, West Bengal.

Hereinafter called and referred to and called as the **"LANDOWNER"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, representatives and assigns and nominee or nominees) of the **ONE PART**.

AND

- 3.2 **[GANES CONSTRUCTION [PAN NO. AKAPG1118P]**, a Proprietorship Firm, having its Office address at 4/2, Tegharia Gaine Para, P.O. Hatiara, P.S. Baguiati, Kolkata - 700 157, District North 24 Parganas, West Bengal, represented by its Proprietor, **ANIMESH GAINES [PAN NO. AKAPG1118P] & [MOBILE NO. 9836655206]**, son of Late Bholanath Gaine, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 4/2, Tegharia Gaine Para, P.O. Hatiara, P.S. Baguiati, Kolkata - 700 157, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/its heirs, executors, administrators, representative, and assigns) of the **OTHER PART**.

Landowner and the Developer collectively Parties and individually Party.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-

4. **Subject Matter of Development :**
- 4.1 **Development Project & Appurtenances :**
- 4.1.1 **Project Property :** ALL THAT piece and parcel of a demarcated plot of Bastu land measuring 6 (Six) Cottahs 13 (Thirteen) Chittacks 25 (Twenty Five) sq.ft. be the same a little more or less including cemented flooring Tiles Shed measuring 100 sq.ft. more or less, lying and situated at Mouza - Hatiara, J.L. No. 14, Re.Sa. No. 188, Touzi No. 1074, P.S. formerly Rajarhat presently New Town, comprised in



Sub-Registrar
North 24 Parganas

22 FEB 2019

C.S. Dag No. 954, R.S./L.R. Dag No. 1021, under C.S. Khatian No. 1261, R.S. Khatian No. 1608, L.R. Khatian Nos. 17684 & 17686, A.D.S.R.O. Rajarhat, New Town, within the local limit of Bidhannagar Municipal Corporation, having Holding No. Block-F/68/2268/19, in Ward No. 13, [Swami Vivekananda Road (Hatiara), Hatiara Roy Para, P.O. Hatiara, Kolkata - 700 157], in the District North 24 Parganas, in the State of West Bengal, morefully described in the First Schedule hereinafter written.

5. **Background, Representations, Warranties and Covenants :**

5.1 **Representations and Warranties Regarding Title :** The Landowner has made the following representations and given the following warranties to the Developer regarding title.

5.1.1 **Absolute Ownership of Jogendra Nath Dutta under Deed No. 396 for the year 1954 :** One Jogendra Nath Dutta, son of Raj Krishna Dutta was the absolute owner of Bastu land measuring 28 (Twenty Eight) Decimals more or less out of the total land in dag measuring 28 (Twenty Eight) Decimals more or less, comprised in C.S. Dag No. 954, R.S. Dag No. 1021, under C.S. Khatian No. 1261, R.S. Khatian No. 1608, in Mouza - Hatiara, J.L. No. 14, Re.Sa. No. 188, Touzi No. 1074, P.S. Rajarhat, in the District North 24 Parganas, by purchasing the same from one Bhawanipur Zamindari Company Limited, by the strength of a Registered Deed of Conveyance, registered in the office of Sub-Registrar Cossipore Dum Dum and recorded in Book No. 1, Volume No. 13, Pages 128 to 131, being Deed No. 396 for the year 1954.

5.1.2 **Demise of Jogendra Nath Dutta :** While in absolute possession and absolute ownership over the aforesaid property, the said Jogendra Nath Dutta died intestate on 26.01.1959, leaving behind his wife namely Harimoni Dutta, four sons namely (1) Kali Krishna Dutta, (2) Bijoy Krishna Dutta, (3) Anil Kumar Dutta & (4) Sushil Kumar Dutta and seven daughters namely (1) Panna Rani Karmakar, (2) Annapurna Nandi, (3) Niva Rani Roy, (4) Nila Rani Karmakar, (5) Pramoda Laha, (6) Jasoda Karmakar & (7) Jamuna Bala Karmakar, as his heirs and successors in interest in respect of the aforesid property left by the said Jogendra Nath Dutta, since deceased.

5.1.3 **Absolute Joint Ownership of Harimoni Dutta & Others :** Thus on the basis of the aforementioned facts and circumstances and on the basis of the inheritance received from their deceased husband and deceased father, Jogendra Nath Dutta, the said (1) Harimoni Dutta, (2) Kali Krishna Dutta, (3) Bijoy Krishna Dutta, (4) Anil Kumar Dutta,



Additional District Sub-Registrar
New Town, North 24 Parganas

22 FEB 2019

(5) Sushil Kumar Dutta, (6) Panna Rani Karmakar, (7) Annapurna Nandi, (8) Niva Rani Roy, (9) Nila Rani Karmakar, (10) Pramoda Laha, (11) Jasoda Karmakar & (12) Jamuna Bala Karmakar, became the absolute joint owners of the aforesaid plot of land measuring 28 (Twenty Eight) Decimals more or less, comprised in C.S. Dag No. 954, R.S. Dag No. 1021, under C.S. Khatian No. 1261, R.S. Khatian No. 1608, in Mouza - Hatiara, J.L. No. 14, Re.Sa. No. 188, Touzi No. 1074, P.S. Rajarhat, in the District North 24 Parganas, and each having undivided 1/12th share holder in the aforesaid property.

- 5.1.4 **Jointly Gift by the said (1) Harimoni Dutta, (2) Panna Rani Karmakar, (3) Annapurna Nandi, (4) Niva Rani Roy, (5) Nila Rani Karmakar, (6) Pramoda Laha, (7) Jasoda Karmakar & (8) Jamuna Bala Karmakar to the said (1) Kali Krishna Dutta, (2) Bijoy Krishna Dutta, (3) Anil Kumar Dutta & (4) Sushil Kumar Dutta** : The said (1) Harimoni Dutta, (2) Panna Rani Karmakar, (3) Annapurna Nandi, (4) Niva Rani Roy, (5) Nila Rani Karmakar, (6) Pramoda Laha, (7) Jasoda Karmakar & (8) Jamuna Bala Karmakar, jointly gifted their undivided 8/12th share in the aforesaid property, to their co-owners, the said (1) Kali Krishna Dutta, (2) Bijoy Krishna Dutta, (3) Anil Kumar Dutta & (4) Sushil Kumar Dutta, by the strength of a Registered Deed of Gift, registered on 22.05.1959, registered in the office of the Sub-Registrar, Cossipore, Dum Dum and recorded in Book No. I, being Deed No. 4108 for the year 1959.
- 5.1.5 **Absolute Joint Ownership of (1) Kali Krishna Dutta, (2) Bijoy Krishna Dutta, (3) Anil Kumar Dutta & (4) Sushil Kumar Dutta** : Thus on the basis of their own undivided 4/12th share in the aforesaid property received from their deceased father, Jogendra Nath Dutta, and on the basis of the aforesaid Registered Deed of Gift, bearing Deed No. 4108 for the year 1959, the said (1) Kali Krishna Dutta, (2) Bijoy Krishna Dutta, (3) Anil Kumar Dutta & (4) Sushil Kumar Dutta, became the absolute joint owners of the aforesaid total plot of land measuring 28 (Twenty Eight) Decimals more or less, comprised in C.S. Dag No. 954, R.S. Dag No. 1021, under C.S. Khatian No. 1261, R.S. Khatian No. 1608, in Mouza - Hatiara, J.L. No. 14, Re.Sa. No. 188, Touzi No. 1074, P.S. Rajarhat, in the District North 24 Parganas and each having undivided 1/4th share holder in the aforesaid property.
- 5.1.6 **Registered Deed of Partition** : Due to inconvenience of joint holdings, the said (1) Kali Krishna Dutta, (2) Bijoy Krishna Dutta, (3) Anil Kumar Dutta & (4) Sushil Kumar Dutta, partitioned the aforesaid total land by executing a Registered Deed of Partition, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City and recorded in Book No. I, being Deed No. 2724 for the year 1986.



Additional District Sub-Registrar
North 24 Parganas, North 24 Parganas

27 FEB 2019

- 5.1.7 **Absolute Ownership of Kali Krishna Dutta under Registered Deed of Partition bearing Deed No. 2724 for the year 1986** : Thus in accordance with the aforesaid Registered Deed of Partition, bearing Deed No. 2724 for the year 1986, the said Kali Krishna Dutta, son of Late Jogendra Nath Dutta, got and became the absolute owner of land measuring 10 (Ten) Cottahs 4 (Four) Chittacks 30 (Thirty) sq.ft. more or less, comprised in C.S. Dag No. 954, R.S. Dag No. 1021, under C.S. Khatian No. 1261, R.S. Khatian No. 1608, in Mouza - Hatiara, J.L. No. 14, Re.Sa. No. 188, Touzi No. 1074, P.S. Rajarhat, in the District North 24 Parganas.
- 5.1.8 **Demise of Kali Krishna Dutta** : While in absolute possession and absolute ownership over the aforesaid property, the said Kali Krishna Dutta died intestate on 12.06.2012, leaving behind his wife namely Puspa Rani Dutta, only son namely Tapas Kumar Dutta and only daughter namely Tandra Karmakar, as his heirs and successors in interest in respect of the aforesid property, left by the said Kali Krishna Dutta, since deceased.
- 5.1.9 **Absolute Joint Ownership of (1) Puspa Rani Dutta, (2) Tapas Kumar Dutta & (3) Tandra Karmakar** : Thus on the basis of the aforesaid facts and circumstances and on the basis of inheritance received from their deceased husband and deceased father, Kali Krishna Dutta, the said (1) Puspa Rani Dutta, (2) Tapas Kumar Dutta & (3) Tandra Karmakar, became the absolute joint owners of the aforesaid plot of land measuring 10 (Ten) Cottahs 4 (Four) Chittacks 30 (Thirty) sq.ft. more or less, comprised in C.S. Dag No. 954, R.S. Dag No. 1021, under C.S. Khatian No. 1261, R.S. Khatian No. 1608, in Mouza - Hatiara, J.L. No. 14, Re.Sa. No. 188, Touzi No. 1074, P.S. Rajarhat, in the District North 24 Parganas and each having undivided 1/3rd share holder in the aforesaid property.
- 5.1.10 **Records** : After receiving the aforesaid property, the said (1) Puspa Rani Dutta, (2) Tapas Kumar Dutta & (3) Tandra Karmakar duly recorded their names in the record of the concerned Bidhannagar Municipal Corporation, having Holding No. Block-F/68/2268/19, in Ward No. 13.
- 5.1.11 **Registered Deed of Partition** : Due to inconveynce of joint holdings in the aforesaid property, the said (1) Puspa Rani Dutta, (2) Tapas Kumar Dutta & (3) Tandra Karmakar, executed a Registered Deed of Partition, which was registered on 25.05.2018, registered in the office of the A.R.A.-IV, Kolkata and recorded in Book No. I, Volume No. 1904-2018, Pages 229929 to 229975, being Deed No. 190405548 for the year 2018.



Additional District Sub-Registrar
North 24 Parganas

22 FEB 2019

5.1.12 **Absolute Ownership of Puspa Rani Dutta under Deed No. 190405548 for the year 2018** : Thus in accordance with the said Registered Deed of Partition, bearing Deed No. 190405548 for the year 2018, the said Puspa Rani Dutta as First Party, got and became the absolute owner of land measuring 3 (Three) Cottahs 6 (Six) Chittacks 35 (Thirty Five) sq.ft. more or less, comprised in C.S. Dag No. 954, R.S. Dag No. 1021, under C.S. Khatian No. 1261, R.S. Khatian No. 1608, in Mouza - Hatiara, J.L. No. 14, Re.Sa. No. 188, Touzi No. 1074, P.S. formerly Rajarhat now New Town, within the local limit of Bidhannagar Municipal Corporation, having Holding No. Block-F/68/2268/19, in Ward No. 13, [Vivekananda Road, Hatiara Roy Para, Kolkata - 700 157], in the District North 24 Parganas, and which is morefully described in the 'Lot-A' of the said Registered Deed of Partition.

5.1.13 **Absolute Ownership of Tandra Karmakar under Deed No. 190405548 for the year 2018** : Thus in accordance with the said Registered Deed of Partition, bearing Deed No. 190405548 for the year 2018, the said Tandra Karmakar as Third Party, got and became the absolute owner of land measuring 3 (Three) Cottahs 6 (Six) Chittacks 35 (Thirty Five) sq.ft. more or less, comprised in C.S. Dag No. 954, R.S. Dag No. 1021, under C.S. Khatian No. 1261, R.S. Khatian No. 1608, in Mouza - Hatiara, J.L. No. 14, Re.Sa. No. 188, Touzi No. 1074, P.S. formerly Rajarhat now New Town, within the local limit of Bidhannagar Municipal Corporation, having Holding No. Block-F/68/2268/19, in Ward No. 13, [Vivekananda Road, Hatiara Roy Para, Kolkata - 700 157], in the District North 24 Parganas, and which is morefully described in the 'Lot-C' of the said Registered Deed of Partition.

5.1.14 **L.R. Records** : After receiving the aforesaid property, the said Puspa Rani Dutta and the said Tandra Karmakar duly recorded their names in the record of the L.R. Settlement, as follows :

<u>Name</u>	<u>L.R. Khatian No.</u>
Puspa Rani Dutta	17684
Tandra Karmakar	17686

5.1.15 **Gift by Puspa Rani Dutta in favour of her own daughter, Tandra Karmakar** : The said Puspa Rani Dutta gifted her aforesaid plot of Bastu land measuring 3 (Three) Cottahs 6 (Six) Chittacks 35 (Thirty Five) sq.ft. be the same a little more or less, lying and situated at Mouza - Hatiara, J.L. No. 14, Re.Sa. No. 188, Touzi No. 1074, P.S. formerly Rajarhat presently New Town, comprised in C.S. Dag No. 954, R.S./L.R. Dag



Additional District Sub-Registrar
Bhagalpur, Bihar, India - 811001

22 FEB 2019

No. 1021, under C.S. Khatian No. 1261, R.S. Khatian No. 1608, L.R. Khatian No. 17684, A.D.S.R.O. Rajarhat, New Town, within the local limit of formerly Rajarhat Gopalpur Municipality, presently within the local limit of Bidhannagar Municipal Corporation, having Holding No. Block-F/68/2268/19, in Ward No. 13, [Swami Vivekananda Road (Hatiara), Roy Para, P.O. Hatiara, Kolkata - 700 157], in the District North 24 Parganas, in favour of her own daughter, the said Tandra Karmakar, by the strength of a Registered Deed of Gift, registered on 31.01.2019, registered in the office of the A.D.S.R. Rajarhat, New Town and recorded in Book No. I, Volume No. 1523-2019, Pages 51487 to 51511, being Deed No. 152301148 for the year 2019.

- 5.1.16 **Absolute Ownership of Tandra Karmakar** : Thus on the basis of the aforesaid Registered Deed of Partition, bearing Deed No. 190405548 for the year 2018 and the aforesaid Deed of Gift, bearing Deed No. 152301148 for the year 2019, the said Tandra Karmakar, Landowner herein, became the absolute sole owner of **ALL THAT** piece and parcel of a demarcated plot of Bastu land measuring **6 (Six) Cottah 13 (Thirteen) Chittack 25 (Twenty Five) sq.ft. be the same a little more or less including cemented flooring Tiles Shed measuring 100 sq.ft. more or less**, lying and situated at **Mouza - Hatiara, J.L. No. 14, Re.Sa. No. 188, Touzi No. 1074, P.S. formerly Rajarhat** presently New Town, comprised in C.S. Dag No. 954, **R.S./L.R. Dag No. 1021**, under C.S. Khatian No. 1261, **R.S. Khatian No. 1608, L.R. Khatian Nos. 17684 & 17686**, A.D.S.R.O. Rajarhat, New Town, within the local limit of Bidhannagar Municipal Corporation, having Holding No. Block-F/68/2268/19, in Ward No. 13, [Swami Vivekananda Road (Hatiara), Hatiara Roy Para, P.O. Hatiara, Kolkata - 700 157], in the District North 24 Parganas, in the State of West Bengal, and the said total plot of land is morefully described in the First Schedule below.

6. **Desire of Development of the Land & Acceptance** : The Landowner herein express her desire to develop her aforesaid demarcated plot of land measuring **6 (Six) Cottah 13 (Thirteen) Chittack 25 (Twenty Five) sq.ft. more or less** which is morefully described in the First Schedule hereunder written, by constructing a multi storied building thereon, and the present Developer accepted the said proposal and the present Landowner has decided to enter into the present Development Agreement with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written.
7. **Registered Power of Attorney** : For the smooth running of the said project, the Landowner herein agreed to execute a Registered Development Power of Attorney, by



Additional District and Registrar
Albany, New York, 12242-0400

22 FEB 2019

2019

which the Landowner herein has appointed and nominated one Animesh Gaine, Proprietor of Gaine Construction, Developer herein, as her Constituted Attorney, to act on behalf of the Landowner.

8. **DEFINITION :**

8.1 **Buildings :** Shall mean multi storied building so to be constructed on the schedule property.

8.2 **Common Facilities & Amenities :** Shall mean entrance of the building, staircase, roof of the building, lift (if any), pump room, overhead water tank, water pump and motor and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.

8.3 **Saleable Space :** Shall mean the space within the buildings, which is to be available as an units/flats/shops/garages for independent use and occupation in respect of Landowner's Allocation & Developer's Allocation as mentioned in this Agreement.

8.4 **Landowner's Allocation :** Shall mean the consideration against the project by the Landowner, which is morefully described in Second Schedule hereunder written.

8.5 **Developer's Allocation :** Shall mean all the remaining area of the proposed multi storied building excluding Landowner's Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is morefully described in Third Schedule written hereinafter.

8.6 **Architect/Engineer :** Shall mean such person or persons being appointed by the Developer.

8.7 **Transfer :** With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowner as a transfer of space in the said buildings to intending purchasers thereof.

8.8 **Buildings Plan :** Shall mean such plan or revised sanctioned plan for the construction of the multi storied building, which will be sanctioned by the Bidhannagar Municipal Corporation for construction of the building, including its modification and amenities and alterations.



Additional District Sub Registrar
Bangalore, New Town, North 2A Bangalore

22 FEB 2019

- 8.9 **Built Up Area/Lockable Area** : Here Built up area/Lockable area means, the area in which the flat has been built. It includes carpet area of the flat plus cent percent of internal walls area plus fifty percent of the common partition wall between two units plus cent percent area covered by the individual wall for the said unit.
- 8.10 **Total Covered Area** : Here total covered area means, built up/lockable area of the flat plus proportionate area of common spaces like stairs, lift & lobby areas of that particular floor.
- 8.11 **Super Built Up Area (For any Individual Unit)** : Here super built up area means the total covered area plus service area.

9. **LANDOWNER'S RIGHT & REPRESENTATION** :

- 9.1 **Indemnification regarding Possession & Delivery** : The Landowner is now seized and possessed of and/or otherwise well and sufficiently entitled to the schedule property in as it is condition and deliver physical as well as identical possession to the Developer to develop the project property.
- 9.2 **Free From Encumbrance** : The Landowner also indemnifies that the schedule property is free from all encumbrances and the Landowner has marketable title in respect of the said premises.

10. **DEVELOPER'S RIGHTS** :

- 10.1 **Authority of Developer** : The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against the flats, shops and garages on the virtue of the acquired right under this present agreement in respect of Developer's Allocation.
- 10.2 **Right of Construction** : The Landowner hereby grant permission an exclusive rights to the Developer to build new building upon the project property.
- 10.3 **Right of Sale** : The Landowner has given power to the Developer to make Agreements for Sale and/or Deeds of Conveyance in respect of the flats, shops & garages coming within the purview of Developer's Allocation and also to take advance and final consideration and also to give valid receipts to the purchasers.



Additional District Sub-Registrar
New Town, North 24 Parganas

22 FEB 2019

- 10.4 **Construction Cost :** The Developer shall carry total construction work of the proposed buildings at his own costs and expenses. No liability on account of construction cost will be charged from Landowner's Allocation.
- 10.5 **Selling Rate :** The selling rate of the flats, shops & garages of the Developer's Allocation of the project will be fixed by the Developer without any permission or consultation with the Landowner.
- 10.6 **Profit & Loss :** The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Landowner's Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
- 10.7 **Possession to the intending purchaser :** On completion of the project, the Developer will handover possession to the intending purchasers, possession letters will be signed by the Developer.

11. **CONSIDERATION :**

- 11.1 **Permission against Consideration :** The Landowner grant permission for exclusive right to construct the proposed building in consideration of Landowner's Allocation to the Developer.

12. **DEALING OF SPACE IN THE BUILDINGS :**

- 12.1 **Exclusive Power of Dealings of Developer :** The Developer shall be exclusively entitled to deal with the flats, shops and garages of the project in respect of Developer's Allocation.

13. **POWER AND PROCEDURE :**

- 13.1 I, Landowner/Executant/Principal herein, am executing this present Registered Development Power of Attorney upto the period of completion of the project in writing in favour of the Developer including power of preparing and executing and signing and also presenting for registration of Deed of Conveyance for Developer's Allocation, and for this purpose, I am hereby appointing, nominating and constituting the Developer herein, as my constituted attorney, to do, act and represent myself in my name and on my behalf, as follows :



Additional District Sub-Registrar
Meerut, U.P. Distt 24 Parganas

22 FEB 2019

- (a) To appear and represent before the authorities of Bidhannagar Municipal Corporation, CESC Ltd./W.B.S.E.D.C.L., Income Tax Department Authorities, under the Town and Country Planning Act, Airport Authority of India, Assurance of Calcutta, District Registrar, Additional District Sub-Registrar, and before all other statutory and local bodies as and when necessary for the purpose of construction of new building and do all the needful as per the terms and conditions mentioned in this present Development Agreement, for allotment/registration and sale of flats, shops, garage spaces of Developer's Allocation.
- (b) To apply, obtain electricity, Gas, Water, Sewerage orders and permissions from the necessary authorities as to expedient for sanction, modification and/or alteration of the development, plans and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents and Sub-Contractor for the aforesaid purpose as the said Developer/Attorney may think fit and proper.
- (c) To manage and maintain the said premises including the building/s to be constructed thereon.
- (d) To sign, verify and file applications, forms, building plans and revised building plans for multi storied building/s, deeds, documents and papers in respect of said premises before Bidhannagar Municipal Corporation or before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building/s over and above the said premises.
- (e) To pay all Municipal/Corporation and other Statutory Taxes, Rates and charges in respect of the said land and premises on my behalf and in my name as and when the same will become due and payable.
- (f) To enter in to any Agreement for Sale, Memorandum of Understanding, Deed of Conveyance and/or any other instruments and deeds & documents in respect of sale of flat/s, units and/or car parking spaces within Developer's Allocation in the proposed building/s in favour of the intending purchaser/s in terms of the present Development Agreement. To take finance/loan in his name (Developer's name) or in the name of intending purchaser/s from any financial concern by depositing and mortgaging flat/flats/shops/garages from Developer's Allocation and to sign in the papers and documents for the said purpose. To sign and execute and make registration of any Agreement for



Kantor Distrik Sur Registrar
No. 24, North Canal Road, Singapore

22 FEB 2019

Sale, Memorandum of Understanding and/or Deed of Conveyance, and/or any other instruments and documents in respect of sale of flats/s, shop/s, units and/or car parking spaces in the proposed building/s in favour of the intending purchaser/s relating to Developer's Allocation.

- (g) To receive the consideration money in cash or by cheque/draft from the intending purchaser or purchasers for booking of flat/s, shops/garages or units or car parking spaces relating to Developer's Allocation and to grant receipts thereof and to give full discharge to the purchaser/s.
- (h) To do all the needful according to the condition mentioned in this present Development Agreement regarding negotiation, agreement/contact for sale of flats, garages, covered spaces and car parking spaces within the Developer's Allocation.
- (i) To instruct the Advocate/Lawyer for preparing and/or drafting such agreements, instruments, deeds & documents and other such papers as per the terms and conditions agreed upon by both the parties in this present Development Agreement, as may be necessary for the purpose for sale of the flats/units and car parking spaces in the said building/s relating to Developer's Allocation in the said premises.
- (j) To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning the said premises or any part or portion thereof.
- (k) To sign, declare and/or affirm any Complaint, Written Statement, Petition, Affidavit, Verification, Vakalatnama, Warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings relating to the said premises or in anyway connected therewith, arising out of the agreements and relating to the construction to be made in the premises.
- (l) That Attorney/Developer will take all the necessary steps before the proper Registering Officer by signing, presenting and executing proper Agreements for Sale/Deeds of Conveyance in favour of any intending purchasers of Developer's Allocation.
- (m) For all or any of the purposes herein before stated and to appear and represent me before all concerned authorities having jurisdiction over the said premises as per the condition mentioned in the this present Agreement.



Additional District Registrar,
Patna, New Town, North 24 Parganas

22 FEB 2019

- (n) The Attorney/Developer will do the aforesaid acts, deeds and things regarding development of the land mentioned in the schedule of this present Development Agreement.

14. **NEW BUILDINGS :**

- 14.1 **Completion of Project :** The Developer shall at his own costs construct and complete the proposed building with good and standard materials as may be specified by the Engineer of the Developer from time to time.
- 14.2 **Installation of Common Amenities :** The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection from the W.B.S.E.D.C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon.
- 14.3 **Architect Fees etc. :** All costs, charges and expenses including Architect's fees, Engineer's fees, plan/revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowner shall bear no responsibility in this context.
- 14.4 **Municipal/Corporation Taxes & Other Taxes of the Property :** The Landowner shall pay and clear up all the arrears on account of Municipal/Corporation taxes and outgoing of the said property upto the date of this agreement. And after that the Developer will pay will be borne by the Developer from the date of execution of these presents till the date of completion of the construction and allocation. From the date of completion and allocation of the floor area between the Landowner and the developer the Municipal/ Corporation taxes and other taxes payable for the said property shall be borne in proportionate of area of developer and area of Landowner by the developer and/or his nominees and the Landowner and/or her nominee/nominees respectively.
- 14.5 **Upkeep Repair & Maintenance :** Upkeep repair and maintenance of the said building and other erection and/or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.



Additional District Sub-Registrar
North 24 Parganas, North 24 Parganas

22 FEB 2019

15. **PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNER :**

15.1 **Delivery of Possession :** As soon as the building will be completed, the Developer shall give written notice to the Landowner requiring the Landowner to take possession of the Landowner's Allocation in the building and certificate of the Architect/L.B.S of the Municipal Corporation being provided to that effect.

15.2 **Payment of Municipal/Corporation Taxes :** Within 30 days from the receive possession of Landowner's Allocation and at all times there after the Landowner shall be exclusively responsible for payment of all Municipal/Corporation and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Landowner's Allocation only.

15.3 **Share of Common Expenses & Amenities :** As and from the date of delivery of possession to be received, the Landowner shall also be responsible to pay and bear and shall pay to the Developer/Flat Owners Association, the service charges for the common facilities in the new building payable in respect of the Landowner's Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.

16. **COMMON RESTRICTION :**

16.1 **Restriction of Landowner and Developer in common :** The Landowner's Allocation in the building shall be subject to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows :-

16.1.1 Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.



Additional District Sub-Registrar
North 24 Parganas, West Bengal

22 FEB 2019

- 16.1.2 Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 16.1.3 Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless (s) such party shall have observed and performed all to terms and conditions on their respective part to be observed and/or performed (n) the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- 16.1.4 Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, byelaws and regulation.
- 16.1.5 The respective allocation 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 allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and/or the occupation of the building/s indemnified from and against the consequence of any breach.
- 16.1.6 No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- 16.1.7 Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.
- 16.1.8 The Landowner shall permit the Developer and his servants and agents with or without workman and other at all reasonable times to enter into and upon the Landowner's Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.



Additional District Sur-Registrar
Spinnings, New Town, Dhaka-1207

22 FEB 2019

17. **LANDOWNER'S OBLIGATION :**

17.1 **No Interference :**

The Landowner hereby agrees and covenants with the Developer :

not to cause any interference or hindrance in the construction of the building by the Developer.

not to do any act, deed or thing, whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building.

not to let out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.

18. **DEVELOPER'S OBLIGATIONS :**

18.1 **Time Schedule of Handing Over Landowner's Allocation :** The Developer hereby agrees and covenants with the Landowner to handover Landowner's Allocation (morefully described in the Second Schedule hereunder written) within 30 (Thirty) months from the date of sanctioning the building plan from the concerned authority. The Developer also empowers by the Landowner a grace period of 6 (Six) months more to deliver the Landowner's Allocation.

18.2 **Penalty :** If the Landowner's Allocation will not be delivered within the stated period, the Developer shall be liable to pay Rs.2,000/- (Rupees Two Thousand) only per month to the Landowner as demurrage.

18.3 **No Violation :** The Developer hereby agrees and covenants with the Landowner

not to violate or contravenes any of the provisions of rules applicable to construction of the said building.

not to do any act, deed or thing, whereby the Landowner is prevented from enjoying, selling, assigning and/or disposing of any Landowner's Allocation in the building at the said premises vice versa.



Additional District Registrar
New Town, North 24 Parganas

22 FEB 2019

19. **LANDOWNER'S INDEMNITY :**

Indemnity : The Landowner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the Developer perform and fulfil the terms and conditions herein contained and/or its part to be observed and performed.

20. **DEVELOPER'S INDEMNITY :**

The Developer hereby undertakes to keep the Landowner

indemnified against third party claiming and actions arising out of any sort of act of omission, commission of the Developer in relation to the construction of the said building.

against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and/or for any defect therein.

21. **MISCELLANEOUS :**

21.1 **Contract Not Partnership :** The Landowner and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the Landowner and the Developer in any manner nor shall the parties hereto be constituted as association of persons.

21.2 **Not specified Premises :** It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowner and various applications and other documents may be required to be signed or made by the Landowner related to which specific provisions may not have been mentioned herein. The Landowner hereby undertakes to do all such legal acts, deeds, matters and things as and when required and the Landowner shall execute any such additional power of attorney and/or authorisation as may be required by the Developer for any such purposes and the Landowner also undertakes to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Landowner and/or against the spirit of these presents.



Additional District Sub-Registrar
Noida, District, U.P.

22 FEB 2019

- 21.3 **Not Responsible** : The Landowner shall not be liable for any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Landowner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 21.4 **Process of Issuing Notice** : Any notice required to be given by the Developer to the Landowner shall without prejudice to any other mode of service available be deemed to have been served on the Landowner if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Landowner if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.
- 21.5 **Formation of Association** : After the completion of the said building and receiving peaceful possession of the allocation, the Landowner hereby agrees to abide by all the rules and regulations to be framed by any society/association/holding organisation and/or any other organisation, who will be in charge of such management of the affairs of the building and/or common parts thereof and hereby given their consent to abide by such rules and regulations.
- 21.6 **Name of the Building** : The name of the building/s shall be 'Kali Krishna Apartment'.
- 21.7 **Right to borrow fund** : The Developer shall be entitled to borrow money at his risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Landowner or effecting her estate and interest in the said premises it being expressly agreed and understood that in no event the Landowner nor any of her estate shall be responsible and/or be made liable for payment of any due to such bank or banks and the developer shall keep the Landowner indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
- 21.8 **Documentation** : The Landowner delivered all the photo copies title deeds relating to the said premises at the time of executing this present agreement and the Developer shall mean the right to collect certified copies thereof.
22. **FORCE MAJEURE** :

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the



Additional District Sub-Registrar
New Town, North 24 Parganas

22 FEB 2019

force majeure and shall be suspended from the obligations during the duration of the force majeure.

Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act of commission beyond the reasonable control of the parties hereto.

23. **DISPUTES :**

Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that :

Constitution of Arbitral Tribunal : The Arbitral Tribunal shall consist of one Arbitrator, who shall be an Advocate, to be nominated jointly by the Legal Advisors of the Developer and Landowner.

Place : The place of arbitration shall be Kolkata only.

Binding Effect : The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

24. **JURISDICTION :**

In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas District and the High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of a demarcated plot of Bastu land measuring **6 (Six) Cottahs 13 (Thirteen) Chittacks 25 (Twenty Five) sq.ft.** be the same a little more or less including **cemented flooring Tiles Shed measuring 100 sq.ft. more or less**, lying and situated at **Mouza**



Additional District Sub-Registrar
North 24 Parganas

22 FEB 2019
22 FL

- **Hatiara**, J.L. No. 14, Re.Sa. No. 188, Touzi No. 1074, P.S. formerly Rajarhat presently New Town, comprised in C.S. Dag No. 954, **R.S./L.R. Dag No. 1021**, under C.S. Khatian No. 1261, **R.S. Khatian No. 1608, L.R. Khatian Nos. 17684 & 17686**, A.D.S.R.O. Rajarhat, New Town, within the local limit of Bidhannagar Municipal Corporation, having Holding No. Block-F/68/2268/19, in Ward No. 13, [Swami Vivekananda Road (Hatiara), Hatiara Roy Para, P.O. Hatiara, Kolkata - 700 157], in the District North 24 Parganas, in the State of West Bengal. The plot of land is butted & bounded as follows :-

ON THE NORTH : 30ft. Wide Road [Swami Vivekananda Road].
 ON THE SOUTH : Pond.
 ON THE EAST : Land Tapas Kumar Dutta.
 ON THE WEST : Land of Arif Jamadar.

THE SECOND SCHEDULE ABOVE REFERRED TO

LANDOWNER'S ALLOCATION : The Landowner hereto in consideration of allowing the Developer to develop the said premises as stated in the First Schedule herein above by raising the construction of multi storied building over and above the same will be entitled to have the allocation in the manner as follows :-

The Landowner's Allocation will be allotted as follows :-

1. The Landowner will get 50% of the covered area in form of self contained flats/garages/shops including proportionate share of common area, common facilities and common amenities in the proposed building.

Later on, after preparation of the Floor Plan, the flats, garages & shops will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowner along with a Supplementary Development Agreement denoting the flats and garages within the purview of the Landowner's Allocation.

2. The Landowner will also get a sum of Rs.11,00,000/- (Rupees Eleven Lakh) only as refundable security deposit to be payable at the time of signing and executing this present Development Agreement. The aforesaid refundable security deposit will be returned by the Landowner on or before receiving possession of her Landowner's Allocation.



Additional District Sub-Registrar
North 24 Parganas

22 FEB 2019

3. It is also settled that except the Landowner's Allocation as described above, the Landowner will not get any area for the construction of the multi storied building, so to be constructed by the present Developer on the land in question. The other areas will be the exclusive consideration of the developer.
4. The flats will be in habitable condition with proportionate share of the land, common facilities, common parts and common amenities of the building.
5. The Landowner will also gives permission to amalgamate her plot with other neighbour plots. The area constructed in the amalgamated plot will be divided in between the Landowner in proportionate land ratio.

THE THIRD SCHEDULE ABOVE REFERRED TO

[Developer's Allocation]

DEVELOPER'S ALLOCATION : Shall mean all the remaining portion of building (excluding Landowner's Allocation as described above) including the common facilities common parts and common amenities of the building and the said property absolutely shall be the property of the Developer with absolute right of the developer to enter into agreement for sale with intending purchaser/purchasers teamsters by and mode of Transfer of Property Act and/or lease, let out, or in any manner may with the same.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Specifications]

1. STRUCTURE : Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
2. EXTERNAL WALL : 8" thick brick wall and plastered with cement mortar.
3. INTERNAL WALL : 5⁷/₃" thick brick wall and plastered with cement mortar.
4. FLOORING : Flooring is of flat will be of Marble.
5. BATH ROOM : Bath room fitted upto 5'-6" height with glazed tiles of standard brand.
6. KITCHEN : Cooking platform and sink will be of Black stone 2'-6" height standard tiles above the platform to protect the oil spot.



Additional District Sub-Registrar
New Town, North 24 Parganas

72 FEB 2019

7. TOILET : Toilet of Indian type pan / European type commode with standard P.V.C. Cistern. All fittings are in standard type. One wash hand basin is in dining space.
8. DOORS : Sal Wood Frame. All doors including Main Door & Other door pilla of the flat of flush door.
9. WINDOWS : Aluminium Sliding window with glass.
10. WATER SUPPLY : Water supply around the clock is assured for which necessary submersible pump/deep tube well will be installed.
11. PLUMBING : Toilet concealed wiring with PVC Pipe with two bibcock, one shower each in toilet, all fittings are standard quality.
12. VERANDAH : Verandah grill will provide up to 2'-6" height from 1'-0" top of floor.
13. LIFT : 4 passengers capacity lift will be provided.

ELECTRICAL WORKS :

1. Full concealed wiring with copper conduit.
2. In Bed Room : Two light points, only one 5 amp. plug point, one fan point.
3. Living/Dining Room : Two light points, One Fan point, one 5 amp. plug, one 15 amp. plug (as per required area).
4. Kitchen : One light point, one exhaust fan point and one 15 amp. plug point.
5. Toilet : One light point, one 15 amp. plug point, one exhaust fan point.
6. Verandah : One light point.
7. One light point at main entrance.
8. Calling bell : One calling bell point at the main entrance.

PAINTING :

- a) Inside wall of the flat will be finished with plaster of paris and external wall with super snowcem or equivalent.
- b) All door and windows frame painted with two coats white primer.

EXTRA WORK : Any work other than specified above would be regarded as extra work for which separate payment is required.



Additional District Sub-Registrar
Kulmer, New Islah, North 24 Parganas

22 FEB 2019

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

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

in the presence of :

1. *Hrimant Kanta Karmakar,*
Debi park,
no. 11 N. Talley
PO. R. Anapal pur.
PS. Airport. Kolkata-700136
24/9/2011 (W)
2. *Kristina Das*
Advocate
Bangaluru.com

Tandra Karmakar.

Tandra Karmakar

Landowner

Drafted By :

Parvati Banerjee Banerjee
Adv.
F/1305/2011
Judge's Court, Barisal.

For Pinaki Chattopadhyay & Associates,

Advocates,

Sangita Apartment, Ground Floor,

Teghoria Main Road,

Kolkata - 700 157.

Ph. : 2570 8471.

Composed By :

Gopa Dasgupta
 Gopa Dasgupta,

Teghoria Main Road,

Kolkata - 700 157.

Animesh Gaine

Animesh Gaine

Proprietor of

Gaine Construction

Developer



Additional District Sub-Registrar
New Town, North 24 Parganas

22 FEB 2019

MEMO OF CONSIDERATION

Received on or before the date of execution of this present Development Agreement, a sum of **Rs.11,00,000/- (Rupees Eleven Lakh) only** from the present Developer in accordance with this present Development Agreement and also confirm the present agreement.

<u>Cheque No.</u>	<u>Date</u>	<u>Bank & Branch</u>	<u>In favour of</u>	<u>Amount</u>
862839	12.12.2018	S.B.I., Dashodrone	Tandra Karmakar	Rs. 8,00,000.00
385149	12.12.2018	Axis Bank, Baguiati	Tandra Karmakar	Rs. 2,00,000.00
385154	22.02.2019	Axis Bank, Baguiati	Tandra Karmakar	Rs. 1,00,000.00
TOTAL :				<u>Rs.11,00,000.00</u>

Witnesses :-

1. *M. Anand Kant. Karmakar.*
Dipipark. no. 1 N. Pally.
Po. R. Gopalpur.
PS. Airfuit. Kot-700136
2. *Krishna Das 29 (A) Bangalore.*

Tandra Karmakar.
Tandra Karmakar

Landowner



Additional District Sub-Registrar
Barnali, New Barr, North 24 Parganas

72 FEB 2019

SIGNATURE OF THE
PRESENTANT /
EXECUTANT / SELLER /
BUYER / CLAIMANT
WITH PHOTO

UNDER RULES 44A OF THE I.R. ACT 1908
N.B. L.H. BOX-SMALL TO THUMB PRINTS
R.H. BOX-THUMB TO SMALL PRINTS

 <i>Tandra Karmakar</i>	L.H.					
	R.H.					

ATTESTED :- *Tandra Karmakar.*

 <i>Anurag Jain</i>	L.H.					
	R.H.					

ATTESTED :- *Anurag Jain*

	L.H.					
	R.H.					

ATTESTED :-

	L.H.					
	R.H.					

ATTESTED :-



Additional District Sub Registrar
New Town, North 26 Park Road

22 FEB 2019



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
 ভারত সরকার
 Unique Identification Authority of India
 Government of India

তালিকাভুক্তির আই ডি / Enrollment No.: 1215/80038/03145

To
 তন্দ্রা কর্মকার
 Tandra Karmakar
 95 4/53 BIDHANNAGAR ROAD
 Kankurgachi
 Kankurgachi
 Kankurgachi Kolkata
 West Bengal 700054
 9874438577

29/09/2015
 29/09/2015



MP930305592FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

4692 7359 2131

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
 Government of India



তন্দ্রা কর্মকার
 Tandra Karmakar
 পিতা : কালীকৃষ্ণ দত্ত
 Father : Kalikrishna Dutta
 অঙ্গরাসিখ / DOB : 21/01/1961
 মহিলা / Female



4692 7359 2131

আধার - সাধারণ মানুষের অধিকার

Tandra Karmakar.



आयकर विभाग
INCOME TAX DEPARTMENT
TANDRA KARMAKAR
KALI KRISHNA DATTA

भारत सरकार
GOVT. OF INDIA

21/01/1961
Permanent Account Number
BHYPK3000N

Tandra karmakar
Signature



Tandra karmakar.



[Faint, illegible text]

[Faint, illegible text]





ভারতীয় বিশিষ্ট পরিচয় প্রতিকরণ
ভারত সরকার
 Unique Identification Authority of India
Government of India

অনুমতিসূত্রের আইডি / Enrollment No. : 1111/32447/03665

To
Animesh Gain
 অনিমেষ গাইন
 TG-4/2
 TEGHARIA 4NO. LANE
 GAINEPARA
 Rajamal Gopatpur(M)
 Habara, North 24 Parganas
 West Bengal - 700157



KL675282268FT
 67528225



আপনার আধার সংখ্যা / Your Aadhaar No. :

9357 8768 3826

আধার - সাধারণ মানুষের অধিকার

ভারত সরকার
 Government of India

অনিমেষ গাইন
Animesh Gain
 পিতা : ভোলানাথ গাইন
 Father: BHOLANATH GAIN

জন্ম তারিখ/DOB: 12/02/1976
 লিঙ্গ / Male

9357 8768 3826




আধার - সাধারণ মানুষের অধিকার

Animesh Gain

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

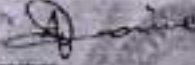
ANIMESH GAINE

BIJOLA NATH GAINE

14/07/1978

Permanent Account Number

AKAPG1118P


Signature



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

Income Tax PAN Services Unit, UTITSL
Plot No.3, Sector-11, CBD Belapur,
Navi Mumbai - 400 614.

यदि कार्ड खो जाने वा कृपया सूचित करें/वापस :
आयकर पैन सेवा यूनिट, UTITSL,
प्लॉट नं. 3, सेक्टर 11, सी.बी.डी. बेलपुर,
नवी मुंबई-400 614.

Animesh Gaine



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

GRN: 19-201819-035867383-1 Payment Mode Online Payment
GRN Date: 22/02/2019 10:31:16 Bank: Bank of Boroda
BRN: 106118743 BRN Date: 22/02/2019 10:32:00

DEPOSITOR'S DETAILS

Id No. : 15231000046924/5/2019

[Query No./Query Year]

Name : pinaki chattopadhyay
Contact No. : Mobile No. : +91 9830061809
E-mail :
Address : sangeeta apt gr fl teg
Applicant Name : Mr PINAKI CHATTOPADHYAY
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	15231000046924/5/2019	Property Registration- Stamp duty	0030-02-103-003-02	40021
2	15231000046924/5/2019	Property Registration- Registration Fees	0030-03-104-001-16	11021
Total				51042

In Words : Rupees Fifty One Thousand Forty Two only.



Major Information of the Deed

Deed No :	I-1523-02300/2019	Date of Registration	22/02/2019
Query No / Year	1523-1000046924/2019	Office where deed is registered	
Query Date	19/02/2019 12:54:06 PM	A.D.S.R. RAJARHAT, District. North 24-Parganas	
Applicant Name, Address & Other Details	PINAKI CHATTOPADHYAY TEGHORIYA MAIN RD, Thana : Bagulati, District : North 24-Parganas, WEST BENGAL, PIN - 700157, Mobile No : 9830061809, 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 : 11,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,50,93,885/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,121/- (Article:48(g))	Rs. 11,021/- (Article E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S.- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Swami Vivekananda Road(Hatiara), Mouza: Hatiara Pin Code: 700157

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1021	LR-17684	Bastu	Bastu	5 Katha 13 Chatak 25 Sq Ft	1/-	1,50,63,885/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
Grand Total :					11.2979Dec	1/-	150,63,885 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	1 /-	30,000 /-	

Major Information of the Deed - I-1523-02300/2019-22/02/2019






Landlord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	TANDRA KARMAKAR Wife of Mr MRINAL KANTI KARMAKAR Executed by: Self, Date of Execution: 22/02/2019 , Admitted by: Self, Date of Admission: 22/02/2019 ,Place : Office	 <small>22/02/2019</small>	 <small>LTI 22/02/2019</small>	 <small>22/02/2019</small>
DEBI PARK,NO 1 NIRANJAN PALLY, P.O:- R GOPALPUR, P.S:- Airport, District:-North 24-Parganas, West Bengal, India, PIN - 700136 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: BHYPK3000N, Status :Individual, Executed by: Self, Date of Execution: 22/02/2019 , Admitted by: Self, Date of Admission: 22/02/2019 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	GAINE CONSTRUCTION 4/2 TEGHORIA GAIN PARA , P.O- HATIARA, P.S- Baguiati, District-North 24-Parganas, West Bengal, India, PIN - 700157 , PAN No- AKAPG1118P, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr ANIMESH GAINE (Presentant) Son of Late BHOLANATH GAINE Date of Execution - 22/02/2019 , Admitted by: Self, Date of Admission: 22/02/2019, Place of Admission of Execution: Office	 <small>Feb 22 2019 1:35PM</small>	 <small>LTI 22/02/2019</small>	 <small>22/02/2019</small>
4/2 TEGHORIA GAIN PARA, P.O.- HATIARA, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No:- AKAPG1118P Status : Representative, Representative of : GAINE CONSTRUCTION (as PROPRIETOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
------	-------	--------------	-----------

Major Information of the Deed :- I-1523-02300/2019-22/02/2019



Mr KRISHNA DAS Son of Late H DAS PD/7 ARJUNPUR, P.O.- ARJUNPUR, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059			
	22/02/2019	22/02/2019	22/02/2019
Identifier Of TANDRA KARMAKAR, Mr ANIMESH GAINE			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	TANDRA KARMAKAR	GAINE CONSTRUCTION-11.2979 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	TANDRA KARMAKAR	GAINE CONSTRUCTION-100.00000000 Sq Ft

Endorsement For Deed Number : I - 152302300 / 2019

On 19-02-2019

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 1,50,93,885/-



Sanjoy Basak
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
North 24-Parganas, West Bengal

On 22-02-2019

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 13:09 hrs on 22-02-2019, at the Office of the A.D.S.R. RAJARHAT by Mr ANIMESH GAINE

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

Execution is admitted on 22/02/2019 by TANDRA KARMAKAR, Wife of Mr MRINAL KANTI KARMAKAR, DEBI PARK, NO 1 NIRANJAN PALLY, P.O: R GOPALPUR, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by Profession House wife

Identified by Mr KRISHNA DAS, , Son of Late H DAS, PD/7 ARJUNPUR, P.O: ARJUNPUR, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Advocate

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

Execution is admitted on 22-02-2019 by Mr ANIMESH GAINE, PROPRIETOR, GAINE CONSTRUCTION (Others), 4/2 TEGHORIA GAIN PARA, , P.O:- HATIARA, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157

Identified by Mr KRISHNA DAS, , Son of Late H DAS, PD/7 ARJUNPUR, P.O: ARJUNPUR, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Advocate

Major Information of the Deed :- I-1523-02300/2019-22/02/2019



Payment of Fees

Certified that required Registration Fees payable for this document is Rs 11,021/- (B = Rs 11,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 11,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/02/2019 10:32AM with Govt. Ref. No: 192018190358673831 on 22-02-2019, Amount Rs: 11,021/-, Bank: Bank of Boroda (BARB0INDIAE), Ref. No. 106118743 on 22-02-2019, 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 100/-, by online = Rs 40,021/-

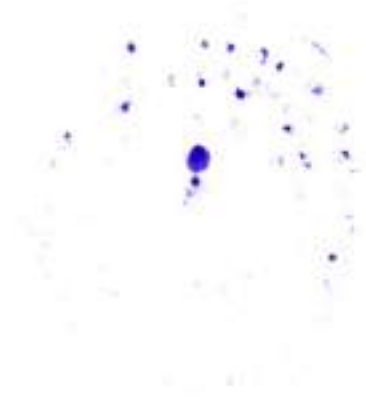
Description of Stamp

1. Stamp: Type: Impressed, Serial no 153299, Amount: Rs.100/-, Date of Purchase: 30/11/2018, Vendor name: AMAL KUMAR SAHA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/02/2019 10:32AM with Govt. Ref. No: 192018190358673831 on 22-02-2019, Amount Rs: 40,021/-, Bank: Bank of Boroda (BARB0INDIAE), Ref. No. 106118743 on 22-02-2019, Head of Account 0030-02-103-003-02



Sanjoy Basak
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
North 24-Parganas, West Bengal



Major Information of the Deed :- I-1523-02300/2019-22/02/2019



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2019, Page from 86942 to 86977
being No 152302300 for the year 2019.



Digitally signed by SANJOY BASAK
Date: 2019.02.26 12:00:21 +05:30
Reason: Digital Signing of Deed.

(Sanjoy Basak) 26-02-2019 12:00:06 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)





DATED THE DAY OF 2019

DEVELOPMENT AGREEMENT

BETWEEN

Tandra Karmakar

Landowner

Gaine Construction

Developer

Drafted By

Pinaki Chattopadhyay & Associates

Advocates

Sangita Apartment, Ground Floor

Teghoria Main Road

Kolkata - 700 157

Ph. : 2570 8471

Composed By

Gopa Dasgupta

Teghoria Main Road

Kolkata - 700 157