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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AA 377913

~~किसी भी प्रकार का दस्तावेज़ या प्रमाण पत्र~~  
~~को अंगीकार नहीं किया जाएगा, जो इस दस्तावेज़ के बिना~~  
~~संभव है कि यह दस्तावेज़ किसी भी प्रकार के~~  
~~दस्तावेज़ के अंगे में शामिल हो सके।~~

*[Signature]*  
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 \_\_\_\_\_

16 AUG 2018

*[Handwritten notes]*  
 11.13  
 16.8.18  
 SD-40021/-  
 RF 2421/-

**AGREEMENT FOR DEVELOPMENT CUM POWER OF ATTORNEY:**

THIS AGREEMENT made this, the 16<sup>th</sup> day of August 2018.

BETWEEN

SI. No. 10076 Date 8 AUG 2018 Rs. 100/-

Name S. Basu, Adv.

Address Alipore Judges' Court, Kol-27.

Vendor Swarup Chandra

SWARUP CHANDRA  
Alipore Judges' Court, Kol-27



Ashish Haldar  
S/o- Lt. Khokan Haldar  
Alipore Police Court  
Kolkata-27

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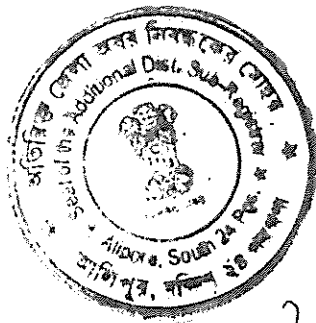
- 1) **SRI TRIDIBESH SANYAL**, son of Late Dhiresh Chandra Sanyal (PAN No. AMBPS7857A).
- 2) **SMT. SOMA SANYAL**, wife of Sri Tridibesh Sanyal. (PAN No. EZFPS4625M).

both residing at Plot no. 24, with mailing address 22A Russa Road South, premises no 22, Russa Road South 3<sup>rd</sup> Lane, Kolkata 700 033, under P.S Jadavpur, District 24 Parganas (South), hereinafter referred to as the **OWNERS** (which term or expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include each of their respective legal heirs, successors, executors, representatives and/or permitted assigns) of the **ONE PART**;

**AND**

**ANNAPURNA ASHRAY PVT. LTD.**, a Private Limited Company registered under the companies Act, having its office at 42/1, Chetla Road, P.S, Chetla, formerly Alipore, Kolkata – 700 027 (PAN No. AAECA5906A) being represented by its Director Sri. Partha Sarathi Ganguly , Son of Late Tarak Nath Ganguly, working for gain at 42/1, Chetla Road, P.S. Chetla , Kolkata – 700027 hereinafter 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 each of their respective legal heirs, successors, executors, representatives and/or permitted assigns) of the **OTHER PART**;

WHEREAS by One Quazi Sayed Abdul Aziz was the paramount title holder of ALL THAT piece and parcel of land hereditaments and premises known as Municipal Holding No. 281, Prince Anwarshah Road more fully and particularly described in the Schedule mentioned therein sold



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conveyed granted transferred assured the said property in favour of one Mr. Godfrey Frederick Clayden by virtue an Indenture of Conveyance dated the 16<sup>th</sup> (sixteenth) day of February, 1920 duly registered at the Alipore sub Registration Office vide Book No. I, Volume No. 14, Pages 122 to 134 being Deed No. 675 for the year 1920.

**AND WHEREAS** after becoming the owner of the said property said Mr. Godfrey Frederick Clayden while seized and possessed the same, on 6<sup>th</sup> (sixth) day of April, 1939 he sold, conveyed, granted, transferred, assured, assigned ALL THAT piece and parcel of revenue free land containing by measurement 4 (Four) Bighas 17 (Seventeen) Cottahs 5 (Five) Chittaks and 27 (Twenty Seven) Square feet more or less lying and situated at the aforesaid Municipal Holding No. 281, Prince Anwarshah Road more fully and particularly described in the Schedule mentioned therein unto in favour of one Mugneeram Bangur and Company, a registered partnership firm which was registered at the Alipore District Sub Registrar's Office vide Book No. I, Volume No. 42, Pages 175 to 181 being Deed No. 1224 for the year 1939

**AND WHEREAS** the aforesaid Mugneeram Bangur and Company for the purpose of selling off the aforesaid land in small self-contained plots being numbered as 1, 2, 3 etc properly developed the same by opening out roads therein and by constructing surface drains along the aforesaid roads.



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**AND WHEREAS** the aforesaid Mugneeram Bangur and Company being seized and possessed of and being well and sufficiently entitled to the Plot No. 24 measuring about 3 Cottahs 11 Chittacks 39 Sq.ft formed out of the said Premises No 281, Prince Anwarshah Road free from all encumbrances sold, conveyed, granted, transferred, assured, assigned unto one Taranandan Chakraborty the aforesaid Plot No.24 in the year 1943 by way of a registered Indenture of Conveyance dated 23<sup>rd</sup> day of October, 1943 duly registered in the office of Sadar Joint Sub Registrar at Alipore vide Book No. I, Volume No. 20, Pages 292 to 299 being Deed No. 1853 for the year 1943 TOGETHER WITH right of ingress and egress over a 20 ft. wide road/ passage on the northern side of the aforesaid property and with covenant for production of the original title deeds concerning the original premises.

**AND WHEREAS** the aforesaid 20 ft wide road on the northern side of the aforesaid property has since been taken over by the then Tollygunge Municipality and is since known as Russa Road South 3<sup>rd</sup> Lane.

**AND WHEREAS** in or about the year 1947 the aforesaid Taranandan Chakraborty constructed a residential building on the aforesaid Plot No.24.

**AND WHEREAS** the aforesaid Taranandan Chakraborty died intestate on 4<sup>th</sup> November 1958 leaving behind him surviving his wife namely Suniti Chakraborty and their 3 sons namely Tarun Chakraborty, Tapan Chakraborty, Tushar Chakraborty and four daughters namely Uma Chakraborty (Roy), Krishna Chakraborty, Reba Chakraborty and Ratna Chakraborty



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(Bhattacharjee) as his only legal heirs who jointly inherited the property in equal shares under the Hindu Succession Act, 1956.

**AND WHEREAS** the said Smt. Suniti Chakraborty died intestate on 11<sup>th</sup> June, 1983 leaving behind the aforesaid sons and daughters who jointly inherited her 1/8<sup>th</sup> share in equal proportion under the Hindu Succession Act, 1956.

**AND WHEREAS** the said Tarun Chakraborty died intestate on 24<sup>th</sup> February, 1994 leaving behind him surviving his wife namely Gita Chakraborty, one son namely Subhrangshu Chakraborty and one daughter namely Smt. Sreemati Chakraborty who inherited the share of said Tarun Chakraborty since deceased in the property in equal share under the Hindu Succession Act, 1956.

**AND WHEREAS** the said Smt. Uma Chakraborty (Roy) died on 19<sup>th</sup> January, 2001 leaving behind her surviving her three sons namely Manas Roy, Tapas Roy and Subhas Roy and three daughters namely Manisha Roy, Bharati Roy (Goswami) and Saswati Roy who jointly inherited the share of aforesaid Uma Roy since deceased in equal share under the Hindu Succession Act, 1956.

**AND WHEREAS** the said Ratna Chakraborty (Bhattacharjee) died intestate on 29<sup>th</sup> January 2003 leaving behind her surviving one son namely Sumanta Bhattacharjee and one daughter



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namely Sumita Bhattacharjee who jointly inherited the share of aforesaid Ratna Chakraborty (Bhattacharjee) since deceased in in equal share under the Hindu Succession Act, 1956.

**AND WHEREAS** Smt. Krishna Chakraborty, Smt. Reba Chakraborty, Tushar Chakraborty, Tapan Chakraborty, Manas Roy, Tapas Roy, Subhas Roy, Smt Manisha Roy (Chakraborty), Bharati Roy (Goswami), Smt. Saswati Chakraborty, Smt. Gita Chakraborty, Subhrangshu Chakraborty, Smt. Sreemati Chakraborty, Smt Sumanta Bhattacharjee and Smt. Sumita Bhattacharjee (Ghatak) jointly became the sole and absolute owners of aforesaid property being seized and possessed of and being well and sufficiently entitled to the Plot No. 24 measuring about 3 Cottahs 11 Chittacks 39 Sq.ft formed out of the said Premises No 281, Prince Anwarshah Road free from all encumbrances TOGETHER WITH right of ingress and egress over a 20 ft. wide road/ passage on the northern side of the aforesaid property.

**AND WHEREAS** by a conveyance Deed of sale dated the 23<sup>rd</sup> (Twenty-third) day of July, 2008 duly registered at the Office of Additional Registrar of Assurances I vide Book No. I, Volume No. 27, Pages 7260 to 7285 being Deed No. 10984 for the year 2014 the aforesaid Smt. Krishna Chakraborty, Smt. Reba Chakraborty, Tushar Chakraborty, Tapan Chakraborty, Manas Roy, Tapas Roy, Subhas Roy, Smt Manisha Chakraborty, Bharati Goswami, Smt. Saswati Chakraborty, Smt. Gita Chakraborty, Subhrangshu Chakraborty, Smt. Sreemati Chakraborty, Smt Sumanta Bhattacharjee and Smt. Sumita Ghatak jointly/severally sold, conveyed, granted, transferred, assured, assigned unto one Sri Tridibesh Sanyal and Smt. Soma Sanyal.



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**AND WHEREAS** after stepping into the shoes of Original Owner the successor of the said Owner found that on physical & actual measurement the area of Land became 3 Cottahs 12 Chittacks and 26 Square Feet instead of the area 3 Cottahs 11 Chittacks and 39 Square Feet as written in the Deed of Conveyance dated 23<sup>rd</sup> October 1943 accordingly the correct measurement of Land was/is recorded subsequently by a registered Deed of Conveyance dated 23<sup>rd</sup> July 2008 in favour of Mr. Tridibesh Sanyal and Mrs. Soma Sanyal.

**AND WHEREAS** being, thus, the absolute owners of Plot No. 24 measuring about 3 Cottahs 12 Chittacks 26 Sq.ft with a building comprised therein lying and by virtue of Deed of Conveyance dated 23.07.2008 situated at Plot No. 24, previously known as Premises No 281, Prince Anwarshah Road now known as Plot No. 24, Municipal Corporation Premises No.22, Russa Road South 3<sup>rd</sup> Lane, having its mailing address at 22A, Russa Road South, 3<sup>rd</sup> Lane, P.S. Jadavpur, Kolkata 700 033 TOGETHER WITH right of ingress and egress over a 20 ft. wide road/ passage on the northern side of the aforesaid property, became desirers of developing the same by demolishing the existing old building and raising a multi-storied building in place thereof and the developer on coming to know of the said desire of the said joint owners to develop their aforesaid property approached them after several discussions between themselves, the parties hereby have agreed to develop the aforesaid property on such terms and conditions as contained hereinafter.



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**AND WHEREAS** both the parties hereof have discussed between themselves regarding the terms and conditions on which such ownership apartment can be undertaken and both the parties herein have accepted the terms and conditions as written hereunder.

**NOW THIS AGREEMENT WITNESSETH AND IT IS MUTUALLY AGREED BY  
AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**ARTICLE-I : DEFINITION**

- 1.1 **PREMISES** : Shall mean All That piece and parcel of Plot No. 24 measuring about 3 Cottahs 12 Chittacks 26 Sq.Ft. according to actual measurement as per Deed dated 23<sup>rd</sup> July 2008 be a little more or less with a building comprised therein lying and situated at Premises No 281, Prince Anwarshah Road now known as Plot No. 24, Municipal Premises No.22, Russa Road South 3<sup>rd</sup> Lane, having its mailing address at 22A, Russa Road South, 3<sup>rd</sup> Lane, P.S. Jadavpur, Kolkata - 700033.
- 1.2 **OWNER** : shall mean the above together with their legal heirs and successors, administrators and assigns.
- 1.3 **DEVELOPER** : shall always mean the above named developer together with their respective legal heirs and successors, administrators and assigns.
- 1.4 **NEW BUILDING** : shall mean structures or super structure intended to be constructed on the vacant land as per sanctioned plan to be sanctioned from Kolkata Municipal Corporation after demolishing the existing structure on the said property and shall include all meter room, pump room, reservoir and open/covered spaces intended for the



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enjoyment of the occupants of the said building including all its easements, appurtenances and appendages intended for the residential and commercial purpose.

- 1.5 **SALEABLE SPACE**: shall mean the space in the building available for independent use and occupation after making due provision for Owner's Allocation and/or common areas and facilities and the space required hereof.
- 1.6 **INVESTMENT**: shall mean Plot No. 24 measuring about 3 Cottahs 12 Chittacks 26 Sq.Ft. according to actual measurement as per Deed dated 23<sup>rd</sup> July 2008 be a little more or less of the owners and the investment of money of the developer for the purpose of construction of new flat/unit/apartment etc as per sanction of the building to be applied for the maximum allowable storey.
- 1.7 **EXPENSES**: shall mean the expenses for the development and construction of the newly proposed multi- storied building in the flat system and/or commercial basis upto maximum allowable storey and to be made on the said land/property of the owners including all other expenses with regard to the building plan and all other necessary expenses for the construction of the said newly proposed multi-storied building.
- 1.8 **OWNER'S ALLOCATION**: Shall mean 3 (three) residential flats each of 1020 sq. ft. (approx.) S.B.A. vertically at Eastern Side of 1<sup>st</sup> floor, 2<sup>nd</sup> floor and 3<sup>rd</sup> floor respectively and 2 (Two) Covered Car Parking Space and 1 (one) Covered Car Parking Space/ Studio Space (if Studio space/Office is opted for then the owners shall pay an extra amount to the tune of Rs. 1,00,000/- only for the same) in a G+3 Building to be constructed consisting of 6 (six) flats.



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- 1.9 **DEVELOPER'S ALLOCATION:** Shall mean the remaining 3 (three) residential flats each of 1020sq. ft. (approx.) S.B.A. and 3 (Three) Covered Car Parking Space of the proposed new building to be constructed on the Schedule 'A' mentioned property by the developer as per sanction building plan of the Kolkata Municipal Corporation including proportionate undivided share of land, easement rights, common passage, common staircase, landing and ultimate top floor roof.
- 1.10 **ARCHITECT:** Shall mean "Space Planners" proprietor Mr. Manas Dutta having his office at 16, Achena Park, Kolkata - 700086 appointed or nominated by the developer as architect of the new building/s to be constructed upon the said premises.
- 1.11 **BUILDING PLAN:** Shall mean the plan or plans as would be prepared by the architect for the construction of the new building or buildings to be submitted before the Kolkata Municipal Corporation and/or any other such competent authority as the case maybe for its sanction which include any amendments hereto and/or notification thereof.
- 1.12 **TRANSFER:** With its grammatical variation shall include transfer by possession or by any other mode adopted for effecting what is understood as transfer of space in newly proposed multi-storeyed building to the intending purchaser or purchasers thereof.
- 1.13 **TRANSFeree:** Shall mean and include any person/firm, limited company association of person to whom the space in the said newly proposed multi-storeyed building at the said premises can be transferred by virtue of these presents.
- 1.14 **ENCUMBRANCES:** Shall mean charges, liens, lispens, claims, liabilities, trust demands, acquisition or requisition.



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- 1.15 **ROOF:** Shall mean and include top of the entire multi-storeyed building excluding the space required for installation of overhead water tank, staircase, covered space or any other space at the top of the said multi-storeyed building required for common use.
- 1.16 **COMMON EXPENSES:** Shall mean and include all expenses incurred, payable and contributable on prorata basis by the co-owner for maintenance, management, upkeep and administration of the said building and expense on common parts of the building on completion of the Owner's Allocation.
- 1.17 **CONSIDERATION MONEY:** shall mean Rs. 17,07,000/- (Rupees Seventeen lacs Seven Thousand) only to be paid by the developer to the owners herein in the manner specifically stated in in Article –V of this presents.

#### **ARTICLE – II' COMMENCEMENT**

- 2.1 The agreement shall be deemed to have commenced immediately after execution of this presents.
- 2.2 The developer shall complete the proposed construction of the new building within a period of 30 (thirty) months, i.e, 2 (two) years and 6 (six) months from the date of vacant possession of the Premises after receipt of KMC Sanction but a grace period of 6 (Six) months will be extended due to any reason beyond control of the parties.
- 2.3 The developer shall after completion of the grace period of 6 (Six) Months' pay compensation of an amount of Rs 36,000/- (Rupees Thirty Six Thousand) per month only



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to the owners subject to failure of delivery of possession in the time specified in this agreement, provided the developer shall not be prevented by any force majeure.

**ARTICLE -III : OWNER'S RIGHT AND REPRESENTATION**

- 3.1 The owners are absolutely seized and possessed of or otherwise well sufficiently entitled to the said plot by a conveyance deed of sale is free from all encumbrances whatsoever and the owners have got a good marketable title in respect of the said premises. The land owners shall pay all the taxes if any due till date and other costs and expenses will be borne by the owners for their share such as for mutation, conversion etc.
- 3.2 The Developer shall pay all such expenses of K.M.C. bills, CESC bills etc from the date of delivery of vacant possession till handing over the Owner's Allocation.
- 3.3 The owners have handed over the Xerox copies of all the documents relating to the said land and the developer examined all the papers but the owners will hand over the developer all original documents related with the said land as and when required by the developer on accountable receipts.

**ARTICLE -IV : DEVELOPER'S RIGHT**

- 4.1 All applications, plans and other papers and documents as may be required by the Developer for obtaining necessary sanction from the appropriate authority shall be prepared and submitted by the Developer on behalf of the owners at the cost and expenses of the developer.



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- 4.2 The developer shall be allowed to appoint its own architect, labours, contractors, sub developer for the purpose of construction and also may appoint its own lawyers for the purpose of documentation and owners shall not object to such appointment. The developer have to pay all Municipal taxes, found due and payable by the same from the date of vacant possession till the date of handing over of owner's allocation. Moreover, the developer would compensate from its own fund if any damages, injuries or compensation caused during running of the construction work and the developer herein will be solely responsible for that.
- 4.3 In the event of any dispute arising between the parties in regard to the provisions contained in the clause herein above mentioned, the same shall be referred to the Arbitration of Mr. Kajal Basu of 22, Ballygunge Park Road, Flat No. 209, Himadri Apartment, Kolkata – 700019 who shall have all power to adjudicate all disputes arising between the parties herein and shall also award compensation and/or damages and/or costs of construction on actual basis if occasion arises and such arbitration/ proceedings shall be governed under the Arbitration Act, 1940.

**ARTICLE -V : CONSIDERATION**

- 5.1 In consideration the Owners herein will receive from the Developer herein an amount of Rs. 17,07,000/- (Rupees Seventeen lacs Seven Thousand) only along with 50 % of the Total Constructed Area excluding common areas apart from Owner's Allocation.
- 5.2 Several necessary expenses for the purpose of development of the said premises and/or this development agreement and such consideration for all practical purposes will be deemed to be the apparent consideration which are as follows:

*Responsible*



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- a) Any cost, charge and expenses that will not be required for the space allocation to the owners herein. The developer will not claim or demand whatsoever for handing over the Owner's Allocation.
- b) Cost, charges and expenses to be incurred for construction, erection and completion of the new building will be borne by the developer.
- c) Cost, charges and expenses on account of causing the plan or map prepared for the purpose of obtaining sanction of sewerage connection and water connection as per sanction by the Kolkata Municipal Corporation and other concerned authorities to be borne out by the developer.
- d) Fees payable to the Architect and engineers and also fees payable to the Kolkata Municipal Corporation for the purpose of obtaining necessary permission or sanction for sewerage, drainage and water connection, to be borne out by the developer.
- e) Legal expenses incurred in aid of this development agreement and all other expenses and charges for the purpose of development of the said premises by the developer subject to the aforesaid consideration the developer upon completion of the construction of the said proposed building in all respect shall deliver to the owners the completed owners' allocation of the newly constructed building in the said premises as per sanction plan which is more fully and particularly described in the schedule "B" hereunder.



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**ARTICLE VI – POSSESSION**

- 6.1. The owners shall make over vacant and peaceful possession of the said premises to the developer immediately on receipt of Sanction Plan.

**ARTICLE VII – PROCEDURE**

- 7.1. The owners shall grant a Development Power-Of-Attorney duly registered to the developer and/or nominated person or persons as may be required for the purpose of obtaining sanction of plan and all necessary permission or sanction from different authorities in connection with the construction of the building and also to execute deed of conveyance / agreement for sale in respect of the developers allocation etc.

**ARTICLE VIII – DEALINGS OF SPACES IN THE BUILDING**

The developer on completion of the new multi storied building handover the owners undisputed possession of the owners allocation together with rights to the common facilities and amenities as mentioned above provided to the owners perform all the obligations and condition on their part under these presents.

- 8.1 The owners shall have full and absolute right to sell, transfer and assign the owners' allocation in the building, only after execution and registration of Conveyance of Developer's Allocation in its entirety.
- 8.2 The developers herein, after handing over the owner's allocated portion morefully mentioned in the Schedule "B" hereunder shall be exclusively entitled to the remaining constructed area



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of the sanctioned building plan i.e, the remaining 50% of the structured area of the sanction plan in the new multi storied building, along with share of the roof and land of the said premises with exclusive right to transfer or otherwise deal with dispose of the same to different prospective buyers at the respective considerations as per exclusive right and determination of the developer according to its discretion and handover the possession of the respective units / apartments to the said proposed prospective buyers quietly and peacefully and the Owners will not hinder or obstruct or raise any objection so far as the transaction of Developer's Allocation and terms thereof with the prospective buyers of the same without any right, claim or interest there in whatsoever of the owners and the owners shall not in any way interfere with or disturb the quiet and peaceful possession of the developer's allocation.

- 8.3 In so far as necessary all dealings by the developer in respect of the new multi storied building shall be in the name of the owners for which purpose the owners undertake to give the developer or its nominee specific power of attorney in a form and manner reasonably required by the developer. It is being understood however, that such dealings shall not in any manner fasten or create any financial or other loss or liability upon the owners in any manner whatsoever.
- 8.4 The owners shall execute several conveyance in favour of the developer or it's nominee in respect of the developer's allocation or in such part or parts of the developer allocation as shall be required by the developer provided however that the cost of such conveyance including stamps and registration expenses and all other legal and incidental expenses shall be borne by the developer or its nominee.



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**ARTICLE IX – THE BUILDING**

- 9.1. The developer shall at its own cost and expenses construct and complete the building at the said premises in accordance with the sanctioned plan with such standard material and with specification as are mentioned in the fourth schedule hereinafter written and as may be recommended by the architect from time to time.
- 9.2 Subject to as aforesaid the decision of the architect regarding the quality of the materials shall be final binding on the parties provided search quality and construction shall have reasonable standard.
- 9.3 Normally the decision as to the Quality of materials shall rest entirely with the Developer's provided however in case of disputes which may still persist, Mr. Kajol Kumar Basu of 22, Ballygunge Park Road, Himadri Apartment, Flat No. 209 , Kolkata – 700019, shall be consulted and his decision for all intents and purposes shall be accepted without prejudice to the rights and contentions of the parties.
- 9.4 The developer at its cost and expenses and without creating any financial or other liability on the owners shall be authorised in the name of the owners in so far as it is necessary to apply for cement, Steel, bricks and other building material applicable to the owners for the construction of the building and to similarly apply for and obtain permanent drainage and sewerage connection to the new building and other inputs and facilities required for the construction or enjoyment of the building for which purpose the owners shall execute in



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favour of the developer or its nominated person or persons and power of attorney and other authorities as shall be required by the developer from time to time.

- 9.5 The developer shall at its own cost and expenses and without creating any financial or other liability on the owners construct and complete the said building and various units and/or flat/flats and car parking spaces and other spaces is there in accordance with the sanction plan and any other revised plan or modification thereof made or caused to be made by the developer in accordance with the proper approval of the appropriate authority.
- 9.6 All costs, charges and expenses including Architects fees shall be discharged and paid by the developer and the owners shall not be responsible in this context.
- 9.7 As from the date of obtaining vacant possession of the entire premises any liability becoming due on account of the Municipal rates and taxes and also other outgoing in respect of the said premises until such time as the possession of the owners allocation is delivered to the owners shall be born and paid by the developer. It is made specifically clear that the owners shall not remain liable to liquidate all outstanding dues on account of municipal taxes and rates and liabilities up to the date of delivery of possession of the said property to the developer in its entirety.

**ARTICLE -X**

- 10.1 The developer shall pay and bear all rents and taxes and other dues and outgoings in respect of the said premises securing as and from the date of making over vacant possession of the said premises to the Developer by the said owners including the tax, if any in respect of the



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aforesaid property till handing over of possession of the owners allocation as contemplated here in.

- 10.2 The owners shall have right to inspect the construction of the building from time to time but shall not raise any dispute after completion of the building and as soon as the owners allocation will be completed the developer shall give written notice to the owners requesting the owners to take possession of the owners allocation in the said building with Completion Certificate.
- 10.3 After handing over the Owner's Allocation the owners and the developer shall punctually and regularly pay taxes for their respective allocated portion to the concerned authorities and both the parties herein as may be mutually agreed upon shall keep each other indemnified against all claims, demand, costs, charges and expenses and proceedings whatsoever directly instituted against or suffered by or paid by either of them as the case may be.
- 10.4 After delivery of possession to the Owners Allocation as well as Developer Allocation to the respective unit/apartment holder, a maintenance society be formed wherein all the unit holder will be the member of the said Maintenance Society. The aforesaid Maintenance Society of the common Area, operation of essential services and its gadgets, periodical exterior painting and repair work from the funds to be collected month by month by the maintenance society registered or un-registered at the rate to be fixed unanimously in between the unit holder both from Owners Allocation and Developer Allocation. Till such formation of society up to a reasonable period after the completion of building and handing over of possession, the maintenance of building will be borne by the Owner and the Developer Proportionately.



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- .10.5 So far as the owner's allocation is concern the developer will be liable to repair the Owners' allocation for the period of Six months from the date of delivery of receiving the Owners' allocation. After that the developer will have no responsibility and/or liability towards the same.
- .10.6 After the formation of society and issuance of Completion Certificate by the competent authority the developer will not be responsible if any manner so far as maintenance of the building is concern.
- 10.7 After handing over delivery of possession of the Owner's Allocation complete in all respect with requisite Completion Certificate, the Owner's can sale out any of their allocation to their choice without any interference of the Developer . But in case of dire-necessity of the Owner to sell out any One of their Allocation before handing over possession of Developer's Allocation , in that event the Owner ,may sale out such Flat to Third Party else subject to first option to be given to the Developer at Owner's Quoted valuation. If the Developer cannot buy up such flat from the Owner's Allocation at Owner's Quoted rate , only, in that event the Owner can dispose of such One Flat from Owner's Allocation to the Third Party.
- 10.8 The owner shall not do any act, deed or thing where by the developer shall be prevented from construction and completion of the said building of the said premises.

#### **ARTICLE XI**

The Owner's allocation in the said building shall be subject to the same restrictions and use as are applicable to the developer's allocation in the said building intended for common benefits of all occupiers of the building which shall include the following:



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- 11.1 Neither party shall use the respective allocation in the said building or any portion there of nor allow the same to be used for carrying on any obnoxious or Immoral trade or activity or use the said allocation for any purpose which may cause any nuisance or hazard to the other occupiers of the said building.
- 11.2 Both parties shall abide by all laws and by laws rules and regulations of the government local bodies as the case may be and shall be liable to answer and be responsible for any deviation, violation and/or breach of any of the said laws.
- 11.3 Neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the said building or any part thereof and shall keep the other occupiers of the said Building harmless and indemnified from and against consequences or any breach.
- 11.4 The owners shall with due notice allow the developer and their servants and agents at all reasonable time to enter into and upon the owners allocation and every part thereof for the purpose of maintenance or repairing, maintaining, rebuilding, cleaning, clearing, lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains, gas and water pipes and electrical wiring and/or any similar purpose subject however, the developer shall have no right or any such authority or power upon transfer of all flats/ units and car parking space and other spaces under the developers allocation.



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**ARTICLE XII: OWNER'S OBLIGATION**

- 12.1 The owners hereby agree and covenant with the developer not to cause any interference or hindrance to construction of the said building at the said premises by the developer.
- 12.2 The owners hereby agree and covenant with 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 developers allotted portion in the said building at the said premises.
- 12.3 The owners hereby agree and covenant with the developer that the said premises is free from all encumbrances till date and there stands a good and marketable title of the said premises and the property and in case a good marketable title is not made out then the developer shall be at liberty to terminate this agreement. The owners undertake that there exists only one agreement for development with the developer here in and they have not entered into any other deal with any other third person whatsoever. If it appears subsequently any misstatement in this regard then the owners will compensate all monetary loss and damages to the developer here in.

**ARTICLE XIII : DEVELOPER'S OBLIGATION**

- 13.1 The developer hereby agree and covenant with the land owner to complete the construction of the said building of the said premises including demolition of existing building & structures within 30 months from the date of receiving vacant possession subject to Force Majeure. The developer will take possession of the said property only after receipt of the sanctioned plan of the said building by the Competent Authority and also after providing alternate accommodation for the Owner.



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- 13.2 The developer here by agree and covenant with the owners not to violate or contravene any of the provisions or rules applicable to construction of the said building at the said premises.
- 13.3 The developer hereby agree and covenant with the owners not to do any act, deed or thing whereby the owners is prevented from enjoying, selling, assigning and/or disposing of the owners allocation in the said building at the said premises provided however the owners shall not engage any workman in owners allocation for any kind of extra work till the owners obtain possession of their allocation from the developer in specific site on the floor.
- 13.4 Usufructs such as the sale proceeds of the old building after the demolition of the same shall be of the developer's herein.
- 13.5 The developer hereby agree and covenant with the owners to provide rented accommodation of 3 BHK Flat consisting of 3 (Three) Bedrooms, 1(One) Hall, and 1 (One) kitchen and 2(Two) bath cum privy to the tune of Rs.27,000 /- (Twenty Seven Thousand) only per month and the Developer agrees to pay separately maintenance charges and deposit money for the same during the period of displacement and/or construction till the date of delivery of possession.
- 13.6 Mutation of the Flats shall be done by the developer and the cost for the same shall be bourn by the Flat Owner's.

#### **ARTICLE XIV**

The owners hereby undertake that the developer shall be entitled to the said construction and shall enjoy its allocated space without any interference for disturbance by the owners



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provided developer perform and fulfil all the terms and conditions hereby contained and/or part of the developer to be observed and performed.

**ARTICLE XV**

The developer hereby undertake to keep the owners indemnified against all third party claims and action arising out of any sort of act or commission or omission of the developer in relation to the construction of the said building and also in relation to the transfer and/or occupation of flat/flats and car parking space and other spaces/apartments and other instructed area concerning developer allocation in the said building after completion of such building definitely after handing over the possession of owners specific allocation.

**ARTICLE XVI**

- 16.1 The owners and the developer has/have entered into this agreement with the owner purely as a contractor and nothing contained herein shall be deemed to construe as tenancy between the parties hereto and/how to create any partnership in any manner whatsoever nor shall the parties hereto constitute any Association of persons.
- 16.2 It is understood that from time to time to facilitate the construction of the proposed building required to be done by the developer and for which the developer may need the authority of the owners and various applications and other documents may be required to be signed by the owners in connection with the said land.



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- 16.3 The developer shall have right to grant, lease, mortgage and/or transfer any flats allotted to the developers allocation in charges the said premises or any portion.
- 16.4 The developer shall jointly with the owners frame such scheme for the management and administration of the said building and/or common parts hereof. Both the owners and developer and/or any other occupiers/purchaser's should abide by all the rules and regulations framed jointly.
- 16.5 The owners of the said building shall after obtaining the Completion Certificate from the Competent Authority form a Society and/or Association and/or Holding Organization within 6 (Six) months from the date of registration of flats in order to regulate the maintenance of the said building and all such maintenance charges according to mutually fixed by both the Owners and Developer and/or any other occupiers/ purchaser's. However the execution and registration of the Owner's association in the building for the purpose of regular maintenance of the same will be the sole, exclusive obligation of the Owner's of the respective flat's including common areas and after the formation of said Owner's maintenance association of the building regular maintenance of the same be carried out exclusively by the said maintenance agents wherein and thenceforth the developer and the attorney/agent of the Owners will have no responsibility or obligations whatsoever.



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- 16.6 As and from the date of completion of the said Building the unit holder/flat owners and/or their transferees shall be liable to pay and bear proportionate charges on account of other taxes payable in-respect of their respective spaces.
- 16.7 The Owners allocation proposed to be constructed by the developer shall be made in accordance with the specifications more fully and particularly mentioned and described in Schedule 'B' written herein below.
- 16.8 The developer shall be entitled to make advertisement in all kinds of newspapers and through other process which included fixing or hoarding and/or advertisement board at the said premises inviting general public to purchase flat/flats and car parking spaces and other spaces/apartments and other units constructed at the said premises and such right of advertisement shall remain with the developer with effect from the date of getting possession.
- 16.9. And for the purpose of felecitation of the aforesaid development work and for obtaining various certificates and sanctions from the competent authorities pertaining to the Commencement of development work, Demolition of Old Structures and Completion of the proposed new building alongwith completion certificate of it on behalf of the Owner by the developer and to enter into package deal with various prospective buyers for the apartments/units from developer's allocation besides execution and registration of respective deeds of conveyance in favour of the buyers of developer's allocation , it is expedient and incumbent to execute and register the Power of Attorney in favour of the Developer on behalf of the Owners with rights in favour of rights and interests the Owner hereby grant, appoint , nominate, authorise, constitute and empower one of the Directors of M/S. Annapurna Ashray



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Pvt. Limited , the DEVELOPER herein Sri. Partha Sarathi Ganguly , Son of Late Tarak Nath Ganguly, working for gain at 42/1, Chetla Road, P.S. Chetla , Kolkata – 700027 as their true and lawful attorney /agent, for and on behalf of the Owners herein , to do and execute and perform or cause to be done , executed and performed all or any of the acts, deeds, jointly and/or severally as stated in the terms written below:

- i) To look after, work, manage, control and supervise the schedule 'A' property on our behalf.
- ii) To appoint Engineer and Architect to prepare the building plan for proposed building over the schedule A property and to sign the said building plan, applications and other documents on our behalf as would be necessary to submit the said building plan before the Kolkata Municipal Corporation for obtaining approval to the same and any amendment thereto.
- iii) To enter upon the land and premises with men and material and to do all things necessary for demolition of existing structures and constructing the multistoried building and to apply for and obtain from the authorities concerned permits for cement, steel and other materials, water supply, electricity connection and all other things necessary for carrying out the said construction work.



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- iv) To apply for and obtain electricity and water connection from the CESC Ltd. and the Kolkata Municipal Corporation temporary/permanent and to execute the necessary documents in respect of a portion of the said premises for the aforesaid purpose i.e., for installation of electrical equipment for supply to the entire apartments building and to install separate meters for each apartment.
  
- v) To apply for and obtain from Government Departments and Kolkata Municipal Corporation NO OBJECTION CERTIFICATE, permission or sanction for carrying out the construction of the said buildings, completion thereof, Exemption Certificate, Completion Certificate and Occupation Certificate in respect of the said multistoried apartments buildings.
  
- vi) To enter into agreements for sale of the flats of apartments to be constructed at the said premises on ownership basis and to take advances or payments in respect of Developer's Allocation as contemplated herein thereof, give possession and execute conveyance as and when necessary on such terms and conditions as the Attorney may think proper and in consonance with the law and for this purpose to obtain the necessary permission, NO OBJECTION CERTIFICATE or Clearance from the authorities concerned and to get the documents, agreements, conveyances registered and to do all things in connection therewith.



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- vii) To insure the property against all risks such as fire, tempest, riots, civil commotion, malicious acts, explosions, bombs, short-circuits, bursting of gas cylinders and floods, earthquakes or otherwise causing any damage to the building or any portion thereof for the full value of the multistoried buildings and other assets and lives therein as the Attorney may think proper.
  
- viii) To ask, receive and realize from all occupiers or purchasers of flats, charges, expenses, rates, ceases and other sums due or that might become due and payable by them and on non-payment to take appropriate steps for realization thereof.
  
- ix) To accept writ of Summons or other legal processes or notices, appear before any Officer, Authority, Department, Magistrate, Court, Tribunal, Judicial or Quasi-Judicial Officer and represent us and in connection therewith file appeals or revision or representation and appoint Advocates and lawyers to appear and act in all matters connected with or in relation to or arising out of the said development and construction and sale of the said flats and/or the said premises.
  
- x) To sign and verify and execute all pleadings, affidavits, petitions, representations, applications, appeals, revision, review petitions in connection with any suit, proceeding, appeal, revision, review before any Officer, Authority, Court, Tribunal, Magistrate or any other person for and on our behalf.



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- xi)** To receive from any person, officer, authority, Tribunal or Court any document, money or other things and give release and receipt thereof.
- xii)** Generally to do and perform all acts, deeds, things, matters necessary for all or any of the aforesaid purposes and to give full effect thereto for smooth completion of the proposed new project and to handover respective units to the unit holders both at Owner's Allocation and Developer's Allocation.
- xiii)** To do all other acts, deeds, matters and things which may be necessary to be done for rendering these presents valid and effectual to all intents and purposes.
- xiv)** For performing and carrying out the purposes of these presents We hereby grant unto the said Attorney full and absolute authority and power to substitute and appoint in its place to exercise all or any of the powers and authorities hereby conferred from the commencement of the Work till its completion in its entirety.
- xv)** We hereby agree to ratify and confirm whatsoever the said Attorney shall do in relation to the premises by virtue of these presents in accordance with the right, interest and obligations conferred upon the said attorney for and on behalf of the developer as agent



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of ours and we hereby declare that we shall not do anything inconsistent with the Power of Attorney and the Development Agreement herein.

- xvi) We hereby declare that the powers and authorities hereby granted are in relation to the commencement and completion of the project and in accordance with the statutory provisions, rules and regulations and that the transfer and/or conveyance of the land, buildings, flats are conveyed to the purchasers and Association of Apartment Owners is registered and starts functioning.

**ARTICLE XVII: FORCE MAJEURE**

The parties hereto shall not consider to be liable to any obligations herein under to the extent that the performance of the relative obligations prevented by the existing of "Force Majeure" and shall be suspended from the obligation during the duration of the "Force Majeure".

**SCHEDULE 'A' ABOVE REFERRED TO**

**DESCRIPTION OF THE LAND**

**ALL THAT** the piece and parcel of Plot No. 24 measuring about **3 Cottahs 12 Chittacks 26 Sq.Ft.** lying and situates at Plot No. 24, Premises No 281, Prince Anwarshah Road now known as Municipal Premises No.22, Russa Road South 3<sup>rd</sup> Lane, Police Station: Jadavpur, Kolkata 700 033, District:24 parganas (South) within the limit of Kolkata Municipal Corporation under Ward No 94 which is butted and bounded by :

**ON THE NORTH:** Russa Road South 3<sup>rd</sup> Lane (20ft wide road)

**ON THE SOUTH:** 21/6 Russa Road South 3<sup>rd</sup> Lane

**ON THE EAST :** 28 Russa Road South 3<sup>rd</sup> Lane

**ON THE WEST :** 25 Russa Road South 1<sup>st</sup> Lane



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**SCHEDULE 'B' ABOVE REFERRED TO**  
**OWNER'S ALLOTTED PORTION**

ALL THAT the self-contained 3 (three) residential flats each of 1020sq. ft. (approx.) S.B.A. vertically at Eastern Side of 1<sup>st</sup> floor, 2nd floor and 3rd floor respectively and 2 (Two) Covered Car Parking Space and 1 (one) Covered Car Parking Space/ Studio Space (optional) of the sanction plan in the proposed newly constructed multi-storied Building on the *Schedule "A"* mentioned property together with undivided proportionate share in the land including the common facilities and amenities in the space required therefore as mentioned in this presents.

**SCHEDULE 'C' ABOVE REFERRED TO**  
**DEVELOPER'S ALLOCATION**

ALL THAT the remaining 3 (three) residential flats each of 1020sq. ft. (approx.) S.B.A. and 3 (Three) Covered Car Parking Space of the proposed new building to be constructed on the *Schedule 'A'* mentioned property together with undivided proportionate share in the land including the common facilities and amenities in the space required therefore as mentioned in this presents.

**SCHEDULE 'D' ABOVE REFERRED TO**  
**SPECIFICATION OF THE BUILDING**

The construction to be made and the equipment fittings, fixture to be installed and provided in the proposed building shall be of standard quality and according to the plan and specification of the architect and shall includes the following:



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- **GENERAL :** The building shall be R.C.C framed structure as per the design of the architect and engineer. Proper Anti-Termite Treatment and Damp Proofing to be done at Foundation Level.
- **PLASTER WORKS :** ACE Blocks wall inside finished with Wall Putty ( J.K. / Birla or similar) over cement plaster and outside furnished with snowcem over cement plaster.
- **FLATCONTAIN :** 2 Nos. Bedrooms, 1 No. Balcony, 1 No. Dining and Drawing area, 1No. Kitchens and 2 Nos. Bathrooms in each Unit.
- **FLOORBED :** Shall be finished with ceramic floor tiles (600 x 600). Floor tiles will be given worth Rs.60 /- per tiles and Wall tiles would be given worth Rs45/- . Floor tiles for the Toilet and Kitchen shall be antiskid.
- **SKIRTING :** 4" inch skirting (sonsil or similar basic tiles).
- **KITCHEN ROOM:** Kitchen floor shall be finished with ceramic antiskid.  
Floor tiles (2' x 2'). Type of Floor tiles to be given are of sonsil or similar basic types worth Rs.60 /- per tiles and Wall tiles would be given worth Rs45/- . 2'0" height glazed brand white coloured tiles will be provided over Cooking platform that will be of black stone supported with black/ similar



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granite and a stainless Steel sink with drain – board (24" x 18") / (22" x 17") and will be fixed attached to the platform.

- **SANITARY** : White commode (Sonsil or similar) with PVC cistern to be provided in each toilet. One white wash basin 20" inch inside (Sonsil or similar) to be provided in each Bathroom and dining room (If Possible).
- **PLUMBING** : The inside water line will be fully concealed with PVC blue pipes (Supreme or similar), one shower (Hot and Cold Line), one basin, one (hot and cold) wall mixture (Essco or similar) will be provided, two taps to be provided in each toilet and 1 Nos Health Faucet , 1 Nos. of Basin Mixture and two taps to be provided in kitchen. All soil and water line will be Supreme or similar make HDP pipes.
- **DOORS** : 32mm factory pasted phenol bonded hot pressed termite and Borer Worm Proof shutter with (4"x2") M. Sal wooden frame (Treated with Termite and Borer Worm Proof Chemical) to be provided to all units/flats .
- **WINDOWS** : Plain Natural Anodised Aluminium Openable Type windows except at kitchen and verandah with 3mm thick pin head class, with M.S.Grill. Windows at Kitchen and the side of the verandah shall be of sliding type. At Verandah if possible



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French Window to be done as per Architect (Mr. Manas Dutta's discretion).

- **ELECTRICAL INSTALLATION** : All electrical lines will be concealed by PVC pipes with copper wire by Havells finished with modular type switches (CPL/North West or similar type switches). Every flat will have separate electrical meter. The security deposit of electric meter and any other relating to electricity connection for common use of the building proportionately and of the said flat/ unit and other expenses shall be paid by the purchaser/owner of the said flat.
- **BEDROOM** : Two light points, one fan point, 3 Nos. of 5 Amps and 1 No. of 15 Amps A.C. points in each bedroom to be provided. 1 TV point conduit only and Telephone along with internet outlet (conduit only) to be provided.
- **LIVING/ DINNING:** 5 Nos. Light Points (3 Nos. In Living Room and 2 Nos. in Dinning Room), 2 Nos. Fan Point, 4 Nos. -5 Amps Point , 3 Nos -5Amps to be provided for TV, Home Theatre & Computer Circuit), Conduit to be laid with Covering for TV and Telephone lines.



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- **KITCHEN :** 1 Light point, 4 Nos. of 5 Amps and 2 Nos. of 15 Amps plug point along with one exhaust fan point and 1 Nos. Cabin Fan point to be provided.
- **TOILET:** 1 Light point in the WC, 2 Light points, 1 No. Cabin Fan Point, 1 No. of 5 Amps and 1 No. of 15 Amps points to be provided in the toilet along with a provision for washing machine at prescribed position as per architect with water and electric lines.
- **COMPOUND :** Compound will be paved wherever required. Best quality M.S. grill front gate will be provided as per drawing, with 4 Nos of lights at four corner's of the Building from Roof and Common area lights to be controlled from a single point.
- **BALCONY :** 1 light point and one point for ceiling fan if necessary is to be provided.
- **LIFT:** 1 no. of Lift (OTIS or Equivalent) is to be installed with a capacity to carry 4 passengers at a time.
- **STAIR:** Stair with Marble Flooring Jaipur Green and Railing.



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IN WITNESS WHEREOF the Parties hereto put and subscribed their respective hands the Date,  
Month and Year first above written.

SIGNED, SEALED AND DELIVERED by

the parties at Kolkata in the presence of:

WITNESSES:

(1) Dibakam Mondal  
vill - Pambati pum.  
P.O + P.S - Bishnupur  
Dist (S) 24 Pgs.  
Pin - 743503

(2) Manoj Paul  
Advocate  
Alipore Police Court,  
Kolkata - 700027.

Taridibesh Sanyal

Somabanyal

(SIGNATURE OF THE OWNERS)  
FOR ANAPURNA ASHRAY PVT. LTD.

P. S. Ganguly  
Partha Sarathi Ganguly

(SIGNATURE OF THE DEVELOPER)

Taridibesh Sanyal

Somabanyal

(SIGNATURE OF THE OWNERS)

Accepted the Power  
Partha Sarathi Ganguly  
[PARTHA SARATHI GANGULY]

Drafted by me

Debarati Chatterjee  
P/1644/2020

Alipore Judges Court  
Kolkata - 700027

Partha Sarathi Ganguly

(SIGNATURE OF THE ATTORNEY)



Addl. Dist. Judge, Alipore, South 24 Parganas  
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**:SCHEDULE OF PAYMENT:**

Received and Acknowledged from within named developer the within mentioned consideration amount of Rs.17,07,000/- only.

SERIAL NO.	PARTICULARS	AMOUNT
1.	ON AGREEMENT	RS. 2,40,000/-
2.	ON COMPLETION OF CASTING OF 3 <sup>RD</sup> FLOOR ROOF SLAB	RS. 9,57,000/-
3.	ON POSSESSION OF OWNERS' ALLOCATION TO THE OWNERS	RS 3,30,000/-
4.	ON REGISTRATION OF THE DEVELOPERS' ALLOCATION TO THE BUYERS	RS 1,80,000/-

**TOTAL Rs.17,07,000/- (RUPEES SEVENTEEN LACS SEVEN THOUSAND – only.**

**WITNESSES:**

(1) Dibakam Mondal  
Bishnupur 743503.

(2) Mr. P. P. Patel  
Adivasi.  
Alipore Police Const.,  
Kolkata - 700024.

1. Pradip Kumar Sanyal  
2. Somasanyal

(SIGNATURE OF THE OWNERS)



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MEMO OF CONSIDERATION

**RECEIVED** the sum of Rs. 2,40,000/- ( Rupees. Two Lacks Forty Thousand ) Only being in part payment of the consideration for the Development Agreement (Serial No1 of Schedule of Payments) from Annapurna Ashray Pvt. Ltd. as per memo below: -

By

Chq. No. 045011

Drawn on Central Bank of India, Dhasamtala Branch

Dated : 16.08.18

Rs. 2,40,000.00

Total : Rs. 2,40,000.00

( Rupees Twp Lacks Forty Thousand) Only .

Witnesses :-

1. Dibakom Mondal  
Bishnupur, 743503

Tridibekha Sanyal  
Somabanyal

2.  
Mr. P. R. Paul  
Advocate.  
Abpore P. O. West,  
Kolkata - 700027.

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PHOTO	left hand					
	right hand					

Name .....

Signature .....



Thumb 1<sup>st</sup> finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name TRIDIBESH SANYAL

Signature Tridibesh Sanyal

Thumb 1<sup>st</sup> finger Middle Finger Ring Finger Small Finger

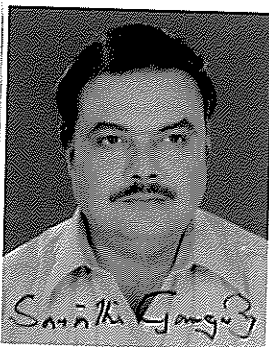


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Name SOMA SANYAL

Signature Somasanyal

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Name PARTHA SARATHI GANGULY

Signature P.S. Ganguly



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Signature .....



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right hand					

Name TRIDIBESH SANYAL

Signature Tridibesh Sanyal

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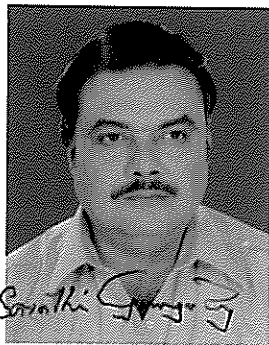


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Name SOMA SANYAL

Signature Somasanyal

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Name PARTHA SARATHI GANGULY

Signature Partha Sarathi Ganguly



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आयकर विभाग  
INCOME TAX DEPARTMENT  
TRIDIBESH SANYAL



भारत सरकार  
GOVT. OF INDIA

DHIRESH CHANDRA SANYAL

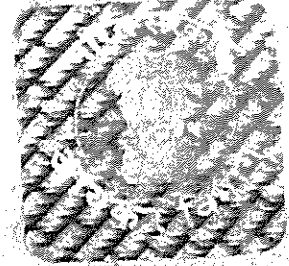
04/06/1956

Permanent Account Number

**AMBPS7857A**

*Sanyal*

Signature



29022008

इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटाएं:

आयकर पैन सेवा इकाई, एन एस डी एल

पहली मंजिल, टाईम्स टॉवर, कमला मिल्स कम्पाउंड, एस. बी. मार्ग,

लोअर परेल, मुंबई-400 013.

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

Income Tax PAN Services Unit, NSDL

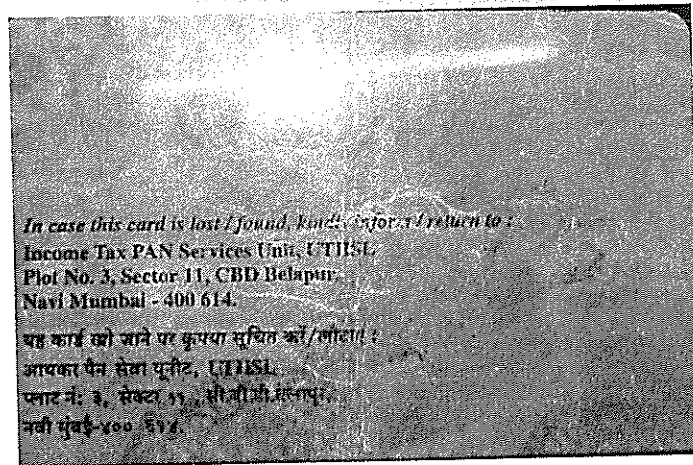
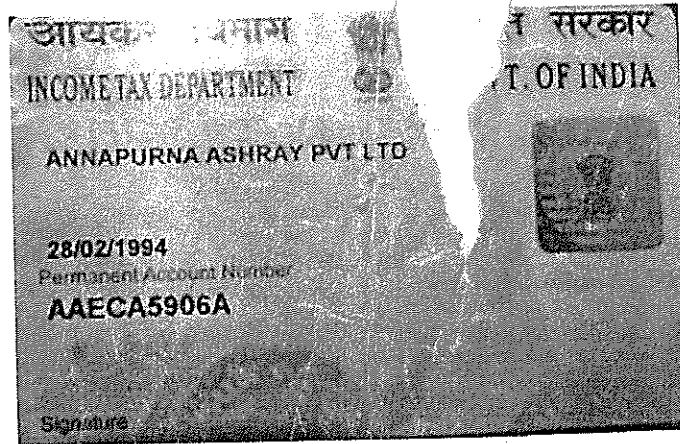
1st Floor, Times Tower,

Kamala Mills Compound,

S.B. Marg, Lower Parel, Mumbai -- 400 013.

Tel: 91-22-2499 4650, Fax: 91-22-2495 0664

email: tininfo@nsdl.co.in



9830814831

आयकर विभाग

INCOME TAX DEPARTMENT

SOMA SANYAL

BEMAL CHANDRA BANERJI

18/10/1960

Permanent Account Number

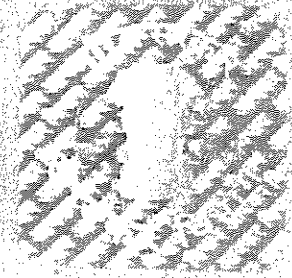
EZFPS4625M

*Soma Sanyal*

Signature



भारत सरकार  
GOVT. OF INDIA



14062013

इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटाएं :


आयकर पैन सेवा इकाई, एन एस डी एल  
5 वीं मंजिल, मंत्री स्टर्लिंग, प्लॉट नं. 341, सर्वे नं. 997/8,  
मॉडल कालोनी, दीप बंगला चौक के पास,  
पुणे - 411 016.


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

Income Tax PAN Services Unit, NSDL  
5th floor, Mantri Sterling,  
Plot No. 341, Survey No. 997/8,  
Model Colony, Near Deep Bungalow Chowk,  
Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081  
e-mail: tininfo@nsdl.co.in

9483038329

  
ভারতের নির্বাচন কমিশন  
পরিচয় পত্র  
ELECTION COMMISSION OF INDIA  
IDENTITY CARD  
HZG0544536




নির্বাচকের নাম : পার্থসারথী গাঙ্গুলী  
Elector's Name : Parthasarathi Ganguli

পিতার নাম : তারকনাথ গাঙ্গুলী  
Father's Name : Taraknath Ganguli

লিঙ্গ / Sex : পুরু / M  
জন্ম তারিখ : XX / XX / 1963  
Date of Birth : XX / XX / 1963

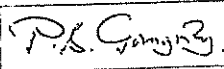
স্থায়ী লেখা সংখ্যা /PERMANENT ACCOUNT NUMBER  
ADWPG6587F

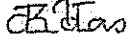


নাম /NAME  
PARTHA SARATHI GANGULY

পিতা का नाम /FATHER'S NAME  
TARAK NATH GANGULY

জন্ম তারিখ /DATE OF BIRTH  
06-08-1959

হस्ताক্ষর /SIGNATURE  


  
আয়কর আয়ুক্ত, প.সং.-XI  
COMMISSIONER OF INCOME-TAX, W.B. - XI

HZG0544536

ठिकाना:

42 चेतला रोड, प्रेमिस नं. 37-2ए थोक 65-1,  
82, आलिपुर, कलकत्ता 700027

Address:

42/1 CHETLA ROAD, Premises No. 37/2A  
to 65/1, 82, ALIPORE, Kolkata 700027

Date: 07/08/2007

148-आलिपुर निर्वाचन क्षेत्र निर्वाचक निव्वान  
साधिकारिकर आकरेर अनुकृति

Facsimile Signature of the Electoral  
Registration Officer for

148-Alipore Constituency

ठिकाना परिवर्तन हल नतुन ठिकाना त्रोटार सिट्टे नाम  
आसा. उ. एकर नतुन नठिन परिवर्तन पाओयार  
रुमा निमित्त करेन एह परिवर्तन नुमाति उल्लेख करुन।  
In case of change in address mention this Card No.  
in the relevant Form for including your name in the  
roll at the changed address and to obtain the card  
with same number.

03002282

इस कार्ड के लो / पाव आन पर कृपया आन करुन

याले साधिकारी को सूचित / वापस करुन

संयुक्त आवतार आयुक्त(पदाति एवं तकनीकी),

पी-7,

चौरांग्हे स्क्वैर,

कलकत्ता - 700 060.

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

Joint Commissioner of Income-tax(Systems & Technical),

P-7,

Chowringhee Square,

Calcutta- 700 060.

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

GRN: 19-201819-027111059-1 Payment Mode Online Payment  
GRN Date: 04/08/2018 13:45:40 Bank : State Bank of India  
BRN : CKG6973920 BRN Date: 04/08/2018 00:00:00

DEPOSITOR'S DETAILS

Id No. : 16051000221998/8/2018  
[Query No./Query Year]  
Name : ANNAPURNA ASHRAY PVT LTD  
Contact No. : 03324790544 Mobile No. : +91 9433038329  
E-mail : annapurnaashray@gmail.com  
Address : 421 CHETLA ROADKOLKATA700027  
Applicant Name : Mrs DEBARATI CHATTERJEE  
Office Name :  
Office Address :  
Status of Depositor : Others  
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement  
Payment No 8

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	16051000221998/8/2018	Property Registration- Stamp duty.	0030-02-103-003-02	40020
2	16051000221998/8/2018	Property Registration- Registration Fees	0030-03-104-001-16	21
In Words : Rupees Forty Thousand Forty One only			Total	40041



## Major Information of the Deed

Deed No :	I-1605-05512/2018	Date of Registration	16/08/2018
Query No / Year	1605-1000221998/2018	Office where deed is registered	
Query Date	03/08/2018 4:11:12 PM	A.D.S.R. ALIPORE, District: South 24-Parganas	
Applicant Name, Address & Other Details	DEBARATI CHATTERJEE ALIPORE JUDGES COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 6290495550, 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 : 2,40,000/-]		
Set Forth value	Market Value		
Rs. 2,40,000/-	Rs. 2,08,53,609/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,120/- (Article:48(g))	Rs. 2,421/- (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:- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Pr Anwar Shah Road, , Premises No. 281, Ward No: 094


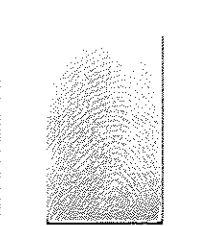
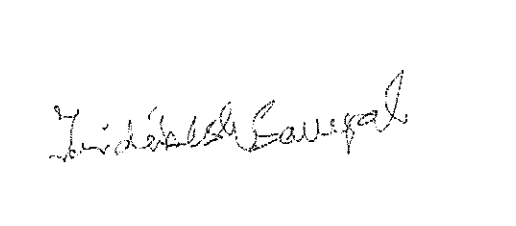

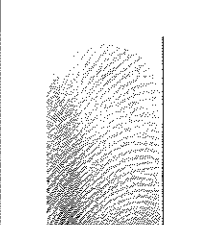

Sch No	Plot Number	Khatian Number	Land Use Proposed	Area of Land ROR	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		2,10,000/-	2,08,23,609/-	Property is on Road
Grand Total :				6.2471Dec	2,10,000 /-	208,23,609 /-	

### 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.	30,000/-	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	30,000 /-	30,000 /-	

Major Information of the Deed :- I-1605-05512/2018-16/08/2018

**Land Lord Details :**



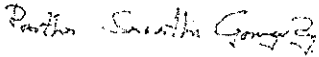
SI No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Mr TRIDIBESH SANYAL</b> Son of Late DHINESH CHANDRA SANYAL Executed by: Self, Date of Execution: 16/08/2018 , Admitted by: Self, Date of Admission: 16/08/2018 ,Place : Office			
	16/08/2018	LTI 16/08/2018	16/08/2018	
, 22A RUSSA ROAD SOUTH, P.O:- TOLLYGUNGE, P.S:- Jadavpur, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700033 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AMBPS7857A, Status :Individual, Executed by: Self, Date of Execution: 16/08/2018 , Admitted by: Self, Date of Admission: 16/08/2018 ,Place : Office				
2	<b>Name</b> <b>Mrs SOMA SANYAL</b> Wife of Mr TRIDIBESH SANYAL Executed by: Self, Date of Execution: 16/08/2018 , Admitted by: Self, Date of Admission: 16/08/2018 ,Place : Office			
	16/08/2018	LTI 16/08/2018	16/08/2018	
, 22A RUSSA ROAD SOUTH, P.O:- TOLLYGUNGE, P.S:- Jadavpur, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700033 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: EZFPS4625M, Status :Individual, Executed by: Self, Date of Execution: 16/08/2018 , Admitted by: Self, Date of Admission: 16/08/2018 ,Place : Office				

**Developer Details :**

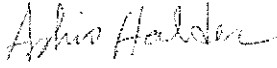
SI No	Name,Address,Photo,Finger print and Signature			
1	<b>ANNAPURNA ASHRAY PVT LTD</b> , 42/1 CHETLA ROAD, P.O:- ALIPORE, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027 , PAN No.:: AAECA5906A, Status :Organization, Executed by: Representative			

Major Information of the Deed :- I-1605-05512/2018-16/08/2018

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Mr PARTHA SARATHI GANGULY (Presentant )</b> Son of Late YASH KUMAR GANGULY Date of Execution - 16/08/2018, , Admitted by: Self, Date of Admission: 16/08/2018, Place of Admission of Execution: Office	<b>Photo</b>  Aug 16 2018 12:13PM	<b>Finger Print</b>  LTI 16/08/2018	<b>Signature</b>  16/08/2018
, 42/1 CHETLA ROAD, P.O:- ALIPORE, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ADWPG6587F Status : Representative, Representative of : ANNAPURNA ASHRAY PVT LTD (as DIRECTOR)				

**Identifier Details :**

Name & address	
Mr ASHIS HALDER Son of Late KHOKAN HALDER ALIPORE POLICE COURT, P.O:- ALIPORE, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of: India, , Identifier Of Mr TRIDIBESH SANYAL, Mrs SOMA SANYAL, Mr PARTHA SARATHI GANGULY	16/08/2018
	

**Transfer of property for L1**

SI.No	From	To. with area (Name-Area)
1	Mr TRIDIBESH SANYAL	ANNAPURNA ASHRAY PVT LTD-3.12354 Dec
2	Mrs SOMA SANYAL	ANNAPURNA ASHRAY PVT LTD-3.12354 Dec

**Transfer of property for S1**

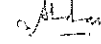
SI.No	From	To. with area (Name-Area)
1	Mr TRIDIBESH SANYAL	ANNAPURNA ASHRAY PVT LTD-50.00000000 Sq Ft
2	Mrs SOMA SANYAL	ANNAPURNA ASHRAY PVT LTD-50.00000000 Sq Ft

Major Information of the Deed :- I-1605-05512/2018-16/08/2018

**On 03-08-2018**

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,08,53,609/-



**Md Shadman**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. ALIPORE**  
**South 24-Parganas, West Bengal**

**On 16-08-2018**

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

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

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

Presented for registration at 11:13 hrs on 16-08-2018, at the Office of the A.D.S.R. ALIPORE by Mr PARTHA SARATHI GANGULY ,

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

Execution is admitted on 16/08/2018 by 1. Mr TRIDIBESH SANYAL, Son of Late DHINESH CHANDRA SANYAL, , 22A RUSSA ROAD SOUTH, P.O: TOLLYGUNGE, Thana: Jadavpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by Profession Others, 2. Mrs SOMA SANYAL, Wife of Mr TRIDIBESH SANYAL, , 22A RUSSA ROAD SOUTH, P.O: TOLLYGUNGE, Thana: Jadavpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by Profession Others

Indetified by Mr ASHIS HALDER, , , Son of Late KHOKAN HALDER, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 16-08-2018 by Mr PARTHA SARATHI GANGULY, DIRECTOR, ANNAPURNA ASHRAY PVT LTD (Private Limited Company), , 42/1 CHETLA ROAD, P.O:- ALIPORE, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027

Indetified by Mr ASHIS HALDER, , , Son of Late KHOKAN HALDER, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 2,421/- ( B = Rs 2,400/- ,E = Rs 21/- ) and Registration Fees paid by Cash Rs 2,400/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/08/2018 12:00AM with Govt. Ref. No: 192018190271110591 on 04-08-2018, Amount Rs: 21/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKG6973920 on 04-08-2018, Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-1605-05512/2018-16/08/2018

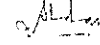
**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 40,020/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 10076, Amount: Rs.100/-, Date of Purchase: 08/08/2018, Vendor name: S Chandra

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/08/2018 12:00AM with Govt. Ref. No: 192018190271110591 on 04-08-2018, Amount Rs: 40,020/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKG6973920 on 04-08-2018, Head of Account 0030-02-103-003-02



**Md Shadman**

**ADDITIONAL DISTRICT SUB-REGISTRAR**

**OFFICE OF THE A.D.S.R. ALIPORE**

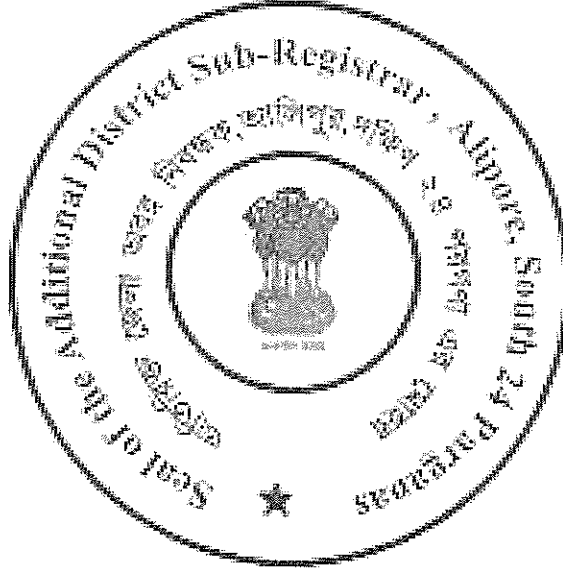
**South 24-Parganas, West Bengal**

Major Information of the Deed :- I-1605-05512/2018-16/08/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2018, Page from 176051 to 176104  
being No 160505512 for the year 2018.



Digitally signed by DEBASIS PATRA  
Date: 2018.08.24 14:20:30 +05:30  
Reason: Digital Signing of Deed.

(Debasis Patra) 24/08/2018 14:20:24  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. ALIPORE  
West Bengal.

(This document is digitally signed.)