

I - 02305/14

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

T 060553

पश्चिम बंगाल राज्य WEST BENGAL

M. 24.15, 972

Handwritten notes and signatures on the left margin.

Certify that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this documents are the part of this document.

Addl. District Sub-Registrar Bidhannagar, (Salt Lake City) 11 AUG 2014

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made on this 8th day of August, Two Thousand and Fourteen of the Christian Era.

BETWEEN

SMT. JHINKU ROY, wife of Partha Pratim Roy, by faith - Hindu, by Occupation - Private Service, by Nationality - Indian, residing at 267, Lake Town, Block 'B', P.O. & P.S. Lake Town, Kolkata - 700 089 in the District of North 24 - Parganas, hereinafter called and referred to as the "LAND-OWNER" (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the ONE PART

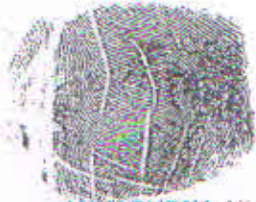
27620

No. _____
Sold to _____
of _____
Rs 100/- (Rupees One Hundred Only)
LICENSED STAMP VENDOR
A. K. MUKHERJEE
8, India Exchange Place,
(BASEMENT)
Date _____

K. G. Tripathi
Advocate
High Court Calcutta

Mondal

V.C.T.I
1392



ANNAPURNA MAN PVT. LTD.

Mondal
DIRECTOR

(BIKASH MONDAL)

21 JUL 2014

V.C.T.I
1393



Thinku Roy



Addl. District Sub-Registrar
Bidhannagar, (Salt Lake City)

08 AUG 2014

Partha Pratim Roy
S/o Mukul Ch. Roy
267, Lake Town, Kof-89
Business

ANNAPURNA NIRMAN PVT. LTD., a Private Limited Company incorporated under the Companies Act, 1956, having its office at Krishnapur, Purhapara, P.O. Krishnapur, Kolkata - 700102 and represented by its **Director : BIKASH MONDAL** son of Sri Sarat Kumar Mondal, by faith - Hindu, by Nationality - Indian, hereinafter called and referred to as the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to include its successor-in-office and assigns) of the **OTHER PART**

WHEREAS, all that piece and parcel of land admeasuring 33 decimals of C. S. Dag No. 3823 of C. S. Khatian No. 1290, 1291 and 1292, situated at Mouza - Gopalpur, Pargana-Kolkata, P.S. Airport (Dum Dum) within the Registration Jurisdiction of A.D.S.R., Bidhannagar (Salt Lake City) under the local limits of Rajarhat Gopalpur Municipality, District North 24 - Parganas was owned and possessed of by Surendra Nath Chakraborty by way of inheritance from his father Trailakyanath Chakraborty being the absolute owner of the said property.

AND WHEREAS, BY A Deed of gift dated 8th May, 1953, registered in the office of the Sub-Registrar, Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 36, Pages 252 to 254, Being No. 2837 for the year 1953 for the ground stated therein mentioned aforesaid Surendra Nath Chakraborty gifted out and transferred the land admeasuring 33 decimals under C. S. Dag No. 3823 along with other landed properties, total 69 decimals of land in favour of one Radha Rani Debi.

AND WHEREAS, the said Radha Rani Debi recorded her name in the Revisional Settlement bearing R. S. Khatian No. 2876 in respect of 05 decimals of land, R. S. Khatian No. 2877 in respect of 10 decimals and R. S. Khatian No. 2878 in respect of 18 decimals total 33 decimals of land in R. S. Dag No. 2839 and absolutely seized and possessed thereon.

AND WHEREAS by a Deed of Conveyance dated 28-12-1983, registered in the office of Sub-Registrar, Cossipore, Dum Dum and recorded in Book No. 1 Being No. 12506 for the year 1983 for the consideration therein mentioned aforesaid Radha Rani Debi sold, granted, transferred and conveyed the land as mentioned above in favour of Satish Chandra Ganguly of Gopalpur, P.S., Airport in the District of North 24 - Parganas.

AND WHEREAS, by a Deed of Conveyance dated 25-01-1989, registered in the office of the ADSR, Bidhannagar, recorded in Book No. 1, Volume No. 12, Pages 467 to 476, Being No. 559 for the year 1989 for the consideration mentioned therein as aforesaid the said Satish Chandra Ganguly sold, granted, transferred and conveyed 05 cottahs of land in lot No. A in favour of Santi Rani Saha, wife of Kartick Chandra Saha of 202, Bangur Avenue, Block - 'A', Kolkata - 50.

AND WHEREAS, by another Deed of Conveyance dated 25-01-1989, registered in the office of the ADSR, Bidhannagar, recorded in Book No. 1, Volume No. 12, Pages 447 to 456, Being No. 557 for the year 1989 for the consideration mentioned therein as aforesaid the said Satish Chandra Ganguly sold, granted, transferred and conveyed 07 cottahs 08 Chittacks of land in lot No. B in favour of Gokul Chandra Saha son of Late Nepal Chandra Saha of 20/8, Biplabi Barin Ghosh Sarani, Kolkata - 67.

AND WHEREAS, by a Deed of Conveyance dated 08-07-2002, registered in the office of the ADSR, Bidhannagar, (Salt Lake City) recorded in Book No. 1, Volume No. 179, Pages 198 to 214, Being No. 03138 for the year 2002 for the consideration mentioned therein as aforesaid the said Santi Rani Saha and Gokul Chandra Saha sold, granted, transferred and conveyed 01 cottahs 08 Chittacks of land in lot No. A & B under C. S. Dag No. 3823, R. S. Dag No. 2839 in Plot No. 1 in favour of Bejoy Shaw free from all encumbrances.

AND WHEREAS, Buddhadeb Chakraborty and Gobinda Ch. Chakraborty obtained 33 Sataks of land out of 44 Sataks under R. S. Dag No. 2830 of R. S. Khanda Khatian No. 2187, 2388 & 2391 at Mouza - Gopalpur, P.S. Airport by inheritance after the death of their father Manmatha Nath Chakraborty, free from all encumbrances.

AND WHEREAS, in the Revisional Settlement Zarip 17 Sataks of land out of 33 Sataks recorded in the name of Buddhadeb Chakraborty under R. S. Khanda Khatian No. 2388, R. S. Dag No. 2830 at Mouza Gopalpur and the remaining 16 Sataks of land out of 33 Sataks was recorded in the name of Gobinda Ch. Chakraborty under R. S. Khan Khatian No. 2387, R. S. Dag No. 2830 at Mouza Gopalpur, free from all encumbrances.

AND WHEREAS, the said Buddhadeb Chakraborty purchased 16 Sataks of land under R. S. Khanda Khatian No. 2387, R. S. Dag No. 2830 at Mouza - Gopalpur, P.S. Airport from his brother Gobinda Ch. Chakraborty by a Deed of Sale registered on 07-10-1966 at Sub-Registrar, Cassipore, Dum Dum and recorded in Book No. 1, Volume No. 133, Pages 40 to 41, Being No. 8755 for the year 1966.

AND WHEREAS, the said Buddhadeb Chakraborty also purchased 17 Sataks of land out of 44 Sataks under R. S. Khanda Khatian No. 2391, at Mouza - Gopalpur from Satish Ch. Ganguli by a Deed of Sale registered on 05-09-1990 in the office of the ADSR, Bidhannagar and recorded in Book No. 1, Volume No. 145, Pages 9 to 16, Being No. 6160 for the year 1990.

AND WHEREAS, Buddhadeb Chakraborty was the absolute owner of the entire 44 Sataks of land by the aforesaid manner and enjoyed the same as sole owner and free from all encumbrances.

AND WHEREAS, Buddhadeb Chakraborty sold, conveyed and transferred 33 Sataks of land out of 44 Sataks in three Sale Deeds i.e. Sefali Chakraborty vide Deed No. 4998, Soumitra Chakraborty vide Deed No. 4999 and Gautam Chakraborty vide Deed No. 5000, all Deeds registered on 14-06-1991 in the office of the Additional District Sub-Registrar, Bidhannagar measuring an area of 11 Sataks in each Deed as mentioned above.

AND WHEREAS, the said Buddhadeb Chakraborty, Sefali Chakraborty, Soumitra Chakraborty and Gautam Chakraborty were the joint owners of 44 Sataks of land and they were enjoying exclusively individually and free from all encumbrances.

AND WHEREAS, thus the said Buddhadeb Chakraborty, Soumitra Chakraborty became the owners of all that land measuring 22 decimals of land and were jointly seized and possessed of or otherwise well and sufficiently entitled thereto.

AND WHEREAS, by a Deed of Conveyance dated 25-06-1991, registered in the office of the ADSR, Bidhannagar (Salt Lake City) and recorded in Book No. 1, Volume No. 97, Pages 445 to 454, Being No. 5390 for the year 1991 for the valuable consideration recorded therein, Soumitra Chakraborty and Buddhadeb Chakraborty jointly sold, conveyed and transferred All That land measuring an area of 03 Cottahs 05 Chittacks 14 Sq. Ft., of land in Plot No. CD/11 of C. S. Dag No. 3814, R. S. Dag No. 2830 in favour of the said Bejoy Shaw.

AND WHEREAS, by virtue of the aforesaid two separate Sale Deeds became the absolute owner of All That land measuring an area of 01 cottah 08 Chittacks in R. S. Dag No. 2839 and land measuring an area of 03 Cottahs 05 Chittacks and 14 Sq. Ft. in R. S. Dag No. 2830 having a total land measuring 04 Cottahs 13 Chittacks and 14 Sq. Ft. a little more or less, appertaining to Mouza Gopalpur P.S. Airport in the District of North 24 - Parganas.

AND WHEREAS while in absolute possession of the aforesaid landed property, the said Bejoy Shaw son of Late Raghu Nath Shaw sold, conveyed and transferred **ALL THAT** piece and parcel of Shali land measuring an area of 01 Cottah 08 Chittacks of land in Plot No. 1, comprised in C. S. Dag No. 3823, R. S. Dag No. 2839 under C. S. Khatian No. 1290, 1291, 1292, R. S. Khatian No. 2876, 2877, 2878 and land admeasuring 03 Cottahs 05 Chittacks 14 Sq. Ft., in plot No. CD/11, comprised in C. S. Dag No. 3814, R. S. Dag No. 2830 under R. S. Khatian No. 310, R. S. Khanda Khatian No. 2387, 2388 and 2391, **(thirteen) Chittacks 14 (fourteen) Square Feet**, a little more or less, lying and situated at Mouza Gopalpur, Pargana-Kolkata, P.S. Airport (Dum Dum) within the Registration Jurisdiction of ADSR, Bidhannagar (Salt Lake City), J. L. No. 2, Touzi No. 2998, within the local limits of Rajarhat Gopalpur Municipality, Ward No. 5, bearing Holding No. RGM/5/117, Block 'B' and RGM/5/118, Block 'B' in the District of North 24 - Parganas in the State of West Bengal, the annual rent of the transferred property as per the law of Revenue Act, by virtue of a Deed of Conveyance dated 19-09-2012, registered in the office of the District Registrar, Barasat and recorded in Book No. 1, CD Volume No. 47, Page from 3419 to 3451, Being No. 13889 for the year 2012 to the Landowner hereto (Jhinku Roy) against valuable consideration recorded therein.

AND WHEREAS, by virtue of the aforesaid outright purchase the Landowner hereto is absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of Shali land measuring an area of 01 Cottah 08 Chittacks of land in Plot No. 1, comprised in C. S. Dag No. 3823, R. S. Dag No. 2839 under C. S. Khatian No. 1290, 1291, 1292, R. S. Khatian No. 2876, 2877, 2878 and land admeasuring 03 Cottahs 05 Chittacks 14 Sq. Ft., in plot No. CD/11, comprised in C. S. Dag No. 3814, R. S. Dag No. 2830 under R. S. Khatian No. 310, R. S. Khanda Khatian No. 2387, 2388 and 2391, having total land measuring an area of **04 (four) Cottahs 13**

(thirteen) Chittacks 14 (fourteen) Square Feet, a little more or less, lying and situated at Mouza Gopalpur, Pargana-Kolkata, P.S. Airport (Dum Dum) within the Registration Jurisdiction of ADSR, Bidhannagar (Salt Lake City), J. L. No. 2, Touzi No. 2998, within the local limits of Rajarhat Gopalpur Municipality, Ward No. 5, bearing Holding No. RGM/5/117, Block 'B' and RGM/5/118, Block 'B' in the District of North 24 - Parganas, free from all encumbrances.

AND WHEREAS, the said Landowner is now desirous of developing the said land by constructing thereupon multi-storied building in accordance with the building plan to be sanctioned by the **Competent Authority/Rajarhat Gopalpur Municipality in the name of the Landowner**. But due to financial stringency and shortage of time and manpower, the Landowner is unable to start the construction of the said building and had been in search of a Developer, who can undertake the responsibility of construction of such building on the said premises by affording his own arrangement and expenses.

AND WHEREAS, knowing the intention of the Landowner hereto, **ANNAPURNA NIRMAN PVT. LTD.**, a Private Limited Company incorporated under the Companies Act, 1956, having its office at Krishnapur, Purbapara, P.O. Krishnapur, Kolkata - 700102 and represented by its **Director : BIKASH MONDAL** son of Sri Sarat Kumar Mondal, by faith - Hindu, by Nationality - Indian, hereinafter called and referred to as the "**DEVELOPER**" contacted the Landowner and requested the Landowner to allow him to develop the said premises as desired by the Landowner by constructing the proposed multi-storied building/s in accordance with the building to be sanctioned in the name of the Landowner, at its own arrangement, costs and expenses.

AND WHEREAS, the Landowner is having thus been approached by the Developer, has agreed to allow the Developer to develop **ALL**

THAT piece and parcel of Shali land measuring an area of 01 Cottah 08 Chittacks of land in Plot No. 1, comprised in C. S. Dag No. 3823, R. S. Dag No. 2839 under C. S. Khatian No. 1290, 1291, 1292, R. S. Khatian No. 2876, 2877, 2878 and land admeasuring 03 Cottahs 05 Chittacks 14 Sq. Ft., in plot No. CD/11, comprised in C. S. Dag No. 3814, R. S. Dag No. 2830 under R. S. Khatian No. 310, R. S. Khanda Khatian No. 2387, 2388 and 2391, having total land measuring an area of **04 (four) Cottahs 13 (thirteen) Chittacks 14 (fourteen) Square Feet**, a little more or less, lying and situated at Mouza Gopalpur, Pargana-Kolkata, P.S. Airport (Dum Dum) within the Registration Jurisdiction of ADSR, Bidhannagar (Salt Lake City), J. L. No. 2, Touzi No. 2998, within the local limits of Rajarhat Gopalpur Municipality, Ward No. 5, bearing Holding No. RGM/5/117, Block 'B' and RGM/5/118, Block 'B' in the District of North 24 - Parganas, free from all encumbrances, TOGETHER WITH all rights, liberties and easements including the easement of egress and ingress and otherwise all common rights and facilities available in the said plot of land free from all encumbrances, charges, mortgages, liens, attachments etc. on the terms and conditions hereinafter contained:

The Landowners have represented to the Developer as follows:

- a) That excepting the Landowner hereto, no body else has any right, title, interest, claim and demand whatsoever or howsoever and in respect of the said Premises.
- b) That the said Premises is free from all encumbrances, charges, liens, attachments, mortgage, Power of Attorney, Trusts whatsoever or howsoever.
- c) That the Landowner does not hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- d) That the Landowner have not entered into any Agreement whatsoever or howsoever in respect of the said premises.
- e) That the said Premises is not subject to any notice of requisition or requisitions under the Government.

Relying on the aforesaid representations made by the Landowner and believing the same to be true and the Developer has agreed to develop the said premises and the Landowner has agreed to allow the Developer for the purpose of constructing multi-storied building/s at the said premises at the full arrangement and expenses of the Developer hereto.

AND WHEREAS, THE FOLLOWING MATTERS SHALL MEAN AND DEFINITION AS FOLLOWS:

[1] LANDOWNER shall mean **SMT. JHINKU ROY**, wife of Partha Pratim Roy, by faith - Hindu, by Occupation - Private Service, by Nationality - Indian, residing at 267, Lake Town, Block 'B', P.O. & P.S. Lake Town, Kolkata - 700 089 in the District of North 24 - Parganas, who is solely seized and possessed of or otherwise well and sufficiently entitled to the "First Schedule" property.

[2] PURCHASER/S shall mean the person or persons, firm or body corporate as will be named in the Agreement for Sale as Purchaser/s and shall further include the person or persons who have intended to purchase the flat/spaces in terms of the present Agreement and shall also mean and include:
If he/she be an individual then his/her respective heirs, administrators, representatives, executors and/or assigns as the case may be.

[3] SAID LAND shall mean **ALL THAT** piece and parcel of Shali land measuring an area of 01 Cottah 08 Chittacks of land in Plot No. 1, comprised in C. S. Dag No. 3823, R. S. **Dag No. 2839** under C. S. Khatian No. 1290, 1291, 1292, R. S. Khatian No. 2876, 2877, 2878 and land admeasuring 03 Cottahs 05 Chittacks 14 Sq. Ft., in plot No. CD/11, comprised in C. S. Dag No. 3814, R. S. **Dag No. 2830** under R. S. Khatian No. 310, R. S. Khanda Khatian No. 2387, 2388 and 2391, having total land measuring an area of **04 (four) Cottahs 13 (thirteen) Chittacks 14 (fourteen) Square Feet**, a little more or less, lying and situated at Mouza Gopalpur, Pargana-Kolkata, P.S. Airport (Dum Dum) within the Registration Jurisdiction of ADSR, Bidhannagar (Salt Lake City), J. L. No. 2, Touzi No. 2998, within the

local limits of Rajarhat Gopalpur Municipality, Ward No. 5, bearing Holding No. RGM/5/117, Block 'B' and RGM/5/118, Block 'B' in the District of North 24 - Parganas, free from all encumbrances,

[4] SAID BUILDING/S shall mean and include all that multi-storied building or buildings to be constructed on the land as described in "First Schedule" hereunder written in accordance with the building plan to be sanctioned by the COMPETENT AUTHORITY and consisting of several self contained residential flat/unit/Garages/ spaces etc and the building shall be known as "NIRMAN GREENS".

[5] THE UNIT/FLAT shall mean and include the residential flat/ Apartment in the MULTI - STORIED building or buildings to be constructed in accordance with the sanctioned building plan of the Competent Authority and shall include all fixtures and fittings to be made therein and/or apartment thereto as is hereby agreed to be constructed by the Promoter/Developer.

[6] THE COVERED AREA shall mean the built - up area measured at floor level of any Flat/Unit taking the external dimension of the flat including the built-up area of Balconies/Verandahs there excepting the walls separating one Unit from the other of which 50% (fifty percent) only to be added along with proportionate area of staircase, lobbies, passages, lift, electrical shaft and ventilation shaft.

[7] SUPER-BUILT-UP AREA shall mean covered area and proportionate share of staircase, common area and utilities of the building and also added 25% (Twenty five percent) on covered area including staircase which is mentioned in Clause 6 written herein above.

[8] THE COMMON AREAS shall mean the common portions as will be available in the building including roof of the building.

[9] PROPORTIONATE OR PROPORTIONATE SHARE OR PROPORTIONATELY shall the Purchaser's share in the land, common portions and in all other common rights and liabilities including common expenses.

[10] THE COMMON EXPENSES shall mean the expenses as will be borne by all the co-owners of the building.

[11] THE PLAN shall mean the building plan for construction of the proposed building which will be sanctioned by the Competent Authority in the name of Landowner.

[12] THE ARCHITECT shall mean the Architect as may be appointed by the Promoter/Developer as Architect for the proposed building.

[13] THE ADVOCATE shall mean the Advocate as may be appointed by the Promoter/Developer.

[14] The DEVELOPER shall mean **ANNAPURNA NIRMAN PVT. LTD.**, a Private Limited Company incorporated under the Companies Act, 1956, having its office at Krishnapur, Purbapara, P.O. Krishnapur, Kolkata - 700102 and represented by its Director : **BIKASH MONDAL** son of Sri Sarat Kumar Mondal, by faith - Hindu, by Nationality - Indian

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto in the following terms and conditions:-

1. The Landowner hereby grant exclusive right to the Developer to develop the said premises by way of constructing multi-storied building/s thereon in accordance with the building plan to be sanctioned by the **Rajarhat Gopalpur Municipality** with or without any amendment and / or modification thereto made or cause to be made by the parties hereto: The Landowners shall hand over the vacant and peaceful possession of the Schedule Property together with the original documents for the same unto and in favour of the Developer at the time of execution of this Agreement. The Land-owners have also agreed to execute a registered Development General Power of Attorney in favour of the Developer empowering him to undertake construction works as well as to sell his share of allocations to any intending buyer or buyers.

2. That the Developer shall pay and bear all expenses towards preparation of building plan, Revised sanction plan if any, building material, lawyers fees and all construction charges of the New Building and to complete it in all respects including Completion Certificate clearly mentioned in the Second Schedule hereunder at its own cost or at the cost of the intending purchaser and/ or purchasers including architect fees, charges, expenses required to be paid or deposited for the purpose of Development of the said premises.
3. **LAND OWNER'S ALLOCATION:** The Landowner shall be entitled to receive her allocation in the form of 3600 Sq. Ft. covered area of the Block - II which will be constructed by the Developer at its own costs and expenses together with proportionate undivided share of land and common facilities and amenities as will be available in the multi storied buildings in the following manner:
Flat No. G on the First, Second and Third Floor of Block - II
Flat No. H on the 3rd Floor of Block - II and one Car Parking Space on the Ground Floor Block - II and refundable security money of Rs. 10,00,000/= (Rupees ten lakh) only at the time of signing this Agreement.
4. **DEVELOPER'S ALLOCATION:** shall mean the rest portion of the newly constructed building, excepting Landowner's Allocation with right to sell, convey and transfer the same in accordance with his choice and desire excepting Landowner's one flat as mentioned above.
5. During construction of the proposed Multi-storied building/s the Landowners shall co-operate in all respects with the Developer.
6. That the Developer shall construct Multi-storied building/s upon aforesaid premises in accordance with the sanctioned plan to be approved by the Municipal Authority in the name of the Landowner.

7. That the construction of the said building will be completed within **24 (twenty four) months** from the date of sanction of building plan and within the stipulated time i.e. within 24 months the Developer will hand over the Landowner's Allocation complete in all respects. In case of failure on the part of the Developer to deliver the Possession of the owner's allocation within the stipulated period due to any extraordinary situation, force majeure, beyond his control, in such event the Landowner shall extend further period of maximum 6 (six) months. It is undertaken by the Developer that he will start construction within 6 (six) months from the date of signing this Agreement.
8. The Developer shall be solely responsible regarding construction of the proposed building upon the said land and the Landowner shall have nothing to do in the matter and subsequently the owner shall not be entitled to interfere in to such affairs.
9. The Landowner would not be liable or responsible for any action or inaction or wrong action on the part of the Developer in any matter whatsoever and/or loss, if any incurred by the Developer for the Business transaction of any kind whatsoever made by the Developer with any party and/or parties in connection with or arising out of this Agreement.
10. That the Developer shall have full power and absolute authority to sell out from Developer's Allocation flats/garages/spaces/portions of the said multi - storied building/s as will be sanctioned by the Competent Authority to any intending purchaser or purchasers at its sole discretion on the basis of the General Power of Attorney to be executed by the Landowners in favour of the Developer herein empowering him to receive any amount from any Purchaser and/or Purchasers in its own name by executing Agreement for Sale on the strength of this Development Agreement and General Power of Attorney as aforesaid.

11. It is agreed that in the event of any damage or injury arising out of accidents for carelessness of the workmen or others victimizing such workmen or any other persons whatsoever or causing any harm to the property during the course of construction the Promoter/Developer shall bear the responsibility and Liability thereof and shall keep the Landowner and their estate safe and harmless and indemnify against all suit cases, claims, damages, rights and actions in respect of such eventualities.
12. The Landowner will pay all the Municipal Taxes of the Land up to the date of handing over of the vacant possession of the same to the Developer and thereafter the Developer shall pay the taxes up to the date of taking over possession of the respective flats by the buyers and then the taxes shall be borne by the respective flat owners according to their proportionate share on the amount as to be assessed by the Municipality.
13. That the Landowner will be fully liable or responsible for any rectification if required at the costs of the Developer.
14. That the Landowner shall not directly or indirectly obstruct, withhold or in anyway interfere with the construction of the said building and/ or disposal of the flats, garages, spaces/portions etc. before or after or in course of or during the period of construction of the said building. However, the Architect of the Landowner shall have full right to enter into the said building and to inspect the construction work carried out by the Developer, with out creating any obstruction in constructional works.
15. That the Developer will be liable for the construction of the said building as per sanctioned plan in all respects at its own costs.

16. That the Landowner declares that, the said premises more fully described in the first Schedule below is free from all encumbrances and the owner has not made any Agreement or Agreements for sale or any liens or mortgage or any sort of transfer to any person or persons has been made earlier and if the owners appear to have been made any agreement with any person and/ or persons in respect of the schedule property that will be treated as cancelled and void on signing of the this Agreement.
17. That the Developer shall construct the said proposed building/s in time and shall hand over physical possession of the Landowner's Allocation on time and the owners shall not demand and/ or claim any extra benefit save and except clearly mentioned by these presents.
18. That the Developer shall punctually and faithfully construct the said building in time and hand over the construction as owner's allocation to the Landowner along with completion certificate of the proposed building and in case of any delay for construction of the said proposed building the Developer shall be liable for compensation to the Landowner as will be mutually settled.
19. All disputes and differences arising out of this agreement regarding the construction or interruption of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to the sole arbitration of an Arbitrator, if both the parties agree upon and in the event of any disagreement the same shall be referred to the Arbitration of two Arbitrators, one to be appointed by the Landowner and another to be appointed by the Developer/Promoter and the same shall be deemed to the reference within the meaning of The Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

20. The Land Owner and the Developer have entered into this agreement purely on contractual basis and under no circumstances this shall be treated as a Partnership in between the parties, and this Agreement is not for sale of land.
21. The Developer alone shall have absolute authority to deal with the matter of sale of the flats/garages etc. of the Developer's allocation by virtue of this Agreement for Development to the intending purchaser or purchasers and the Land-Owners shall have no right to interfere in the matter.
22. That the Land-owner shall at the request of the Developer shall sign, execute all such further necessary Deeds, papers, documents, writings for completion of construction works and/or sale of flats/ garages/ spaces/ portions of the said building provided always that the Developer shall have every right to enter into any agreement for sale and/or collect the consideration money either in part or in full from the Purchaser or Purchasers and the Developer shall be entitled to sign, execute such deeds, agreement for sale as the Constructed Attorney of the said Land-Owners.
23. The Developer shall manage, control, supervise the construction of the project at his cost and shall handle all constructional hazards, loss or damage whatever the case may at his own risks and liabilities.
24. The Developer shall be entitled to publish necessary advertisement in the daily news papers and/or put hoarding, banner at the site of the said project and the Land-Owner shall not raise any objection in the matter.
25. The Developer shall install electric meter, water pump and other apparatus at his own costs and expenses to facilitate the construction of the project but cost of individual electric meter will be borne by the intending buyer or buyers.
26. The Land-Owner shall not do any act, deeds or things, whereby the Developer shall face any obstruction or hindrance to carry out construction of the multi-storied building smoothly or to sell out flats/garages/spaces etc. of whatever nature to the intending buyer or buyers.

27. The Land-Owner shall hand over the original documents to the Developer at the time of signing this Agreement and/or shall be liable to produce the original Title Deed, Porcha, mutation certificate, tax receipts etc. as and when necessary before the Competent Authority.
28. The Land-Owner or any of her authorized representatives shall on previous notice be entitled to take inspection in course of construction of the proposed building, but in no case they shall be entitled to disturb or interfere with the construction of the proposed building or any part thereof.
29. The Developer hereby agrees and covenants with the Land-Owners not to violate or contravene any of the provisions or rules applicable to construction of the proposed building and further more, not to do any act, deed or things whereby the Land-owners are prevented from their right, title and interest vested in the property mentioned in the First Schedule Property.
30. The Landowner is agreeable to amalgamate her land with the adjacent land.
31. The Developer shall not without the written consent of the Land owner assign these agreements in favour of any Third Party.

FIRST SCHEDULE ABOVE REFERRED TO

[LAND]

ALL THAT piece and parcel of Shali land measuring an area of 01 Cottah 08 Chittacks of land in Plot No. 1, comprised in C. S. Dag No. 3823, R. S. **Dag No. 2839** under C. S. Khatian No. 1290, 1291, 1292, R. S. Khatian No. 2876, 2877, 2878 and land admeasuring 03 Cottahs 05 Chittacks 14 Sq. Ft., in plot No. CD/11, comprised in C. S. Dag No. 3814, R. S. **Dag No. 2830** under R. S. Khatian No. 310, R. S. Khanda Khatian No. 2387, 2388 and 2391, having total land measuring an area of **04 (four) Cottahs 13 (thirteen) Chittacks 14 (fourteen) Square Feet** ± little more or less, together with all easement rights, lying and situated at Mouza Gopalpur, Pargana-Kolkata, P.S. Airport

(Dum Dum) within the Registration Jurisdiction of ADSR, Bidhannagar (Salt Lake City), J. L. No. 2, Touzi No. 2998, within the local limits of Rajarhat Gopalpur Municipality, Ward No. 5, bearing Holding No. RGM/5/117, Block 'B' and RGM/5/118, Block 'B' in the District of North 24 – Parganas, free from all encumbrances and the land is butted and bounded as follows:

- On the North: By part of R. S. Dag Nos. 2828, 2829 & 2840,
On the South: By 12' Feet Wide Common Passage,
On the East: By part of R. S. Dag No. 2839,
On the West: By 12' Feet Wide Common Passage.

SPECIFICATION

1. BUILDING: The building will be erected on R.C.C. framed structure.
2. WALLS: Brick masonry for the outer wall will be 8" thick, partition wall will be 5" and 3" thick with a minimum height as per sanctioned plan. The outer wall will be of cement plaster and the inside wall will be finished with plaster of Paris.
3. WINDOWS: Aluminum windows with integrated grills painted with synthetic enamel paint. In Kitchen and Bath Rooms windows with integrated grills painted with synthetic enamel paint and fitted with 3 mm. glass.
4. DOORS: Door frame will be made of "Sal" wood and the door panels will be of commercial flush type.
5. FLOORING: Flooring will be made with vitrified tiles. Skirting will be of 4" height.
6. KITCHEN: Granite cooking platform will be provided with sink and drawing board. The dado upon the cooking platform up to 3' feet height will be fitted with designer glazed tiles.
7. TOILET: Bath room will be provided with commode. The walls of the Toilet up to 6' feet height will be fitted with designer glazed tiles and the floor will be made with floor tiles. One shower and wall mixer will be provided in Bath Room.

8. WATER SOURCES: Deep tube well with water reservoir and overhead tank will be provided as the water sources of the building including submersible pump set.
9. ELECTRICITY: 5 Points will be provided. Concealed wiring with modular Switches shall be provided. Individual/separate Electric Meter for the flat /space will be provided / arranged on payment of costs and expenses therefor.
10. ROOF AND TERRACE: The roof of the building will be finished with roof tiles and the terrace will be water proofed.
11. One Lift will be installed at the cost of the Developer.
12. EXTRA WORK: Any work other than specified above will be treated as extra work and will be carried on only upon prior payment of cost and expenses to be incurred therein.

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

Signed and delivered by the above named Land-Owners at Kolkata in the presence of:

Shrinu Roy.

SIGNATURE OF LANDOWNER
PAN:

WITNESSES

1. Kartha Pratinoy
26-7, Lake Town: Kt 89

2. K. S. Jindal
Advocate
High Court, Calcutta

Signed, sealed and delivered by the above named Developer at Kolkata in the presence of Witnesses signed above.

ANNAPURNA NIRMAN PVT. LTD.

K. Mondal
DIRECTOR

PAN NO. AALCA4371J

DEVELOPER

MONEY RECEIPT

RECEIVED of and from the within named Developer the within mentioned sum of Rs. 10,00,000/= (Rupees ten lakh) only as per Memo. of Consideration given below :

By Pay Order No. 027306 dated 08-08-2014 drawn on HDFC Bank, Salt Lake Sector - II Branch. (Rupees ten lakh) only.

Rs. 10,00,000/=

Thinku Roy.
[HINKU ROY]
Landowner

WITNESSES:

1. Partha Pratap Roy

2. K. G. Tripathi

Drafted by:


K. G. TRIPATHI
M. Com. LLB
ADVOCATE HIGH COURT
CALCUTTA
9836041430 / 9007373124


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

	LH					
	RH					

ATTESTED - *Shimber Roy.*

	LH					
	RH					

ATTESTED - *Lmondal*

	LH					
	RH					

ATTESTED -



Government Of West Bengal
Office Of the A.D.S.R. BIDHAN NAGAR
District:-North 24-Parganas

Endorsement For Deed Number : I - 02305 of 2014
(Serial No. 02312 of 2014 and Query No. 1504L000004795 of 2014)

On 08/08/2014

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

Presented for registration at 18.30 hrs on :08/08/2014, at the Private residence by Bikash Mondal ,
one of the Executants.

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

Execution is admitted on 08/08/2014 by

1. Jhinku Roy, wife of Partha Pratim Roy , 267, Lake Town Block B, Thana:-Lake Town, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700089, By Caste Hindu, By Profession : Private Service
2. Bikash Mondal
Director, Annapurna Nirman Pvt. Ltd., Krishnapur Purbapara, P.O. :-Krishnapur, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700102.
By Profession : Others
Identified By Partha Pratim Roy, son of M Ch. Roy, 267 Lake Town, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700089, By Caste: Hindu, By Profession: Business.

(Goutam Sinha Roy)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 11/08/2014

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 : 4, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 1000.00/-, on 11/08/2014

Amount by Draft

Rs. 10010/- is paid , by the draft number 312596, Draft Date 08/08/2014, Bank Name State Bank of India, Kestopur, received on 11/08/2014

(Under Article : B = 10989/- , E = 21/- on 11/08/2014)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-24,15,972/-

Certified that the required stamp duty on this document is Rs.- 5021 /- and the Stamp duty paid as:
Impressive Rs.- 100/-

Deficit stamp duty



Addl. District Sub-Registrar
Bidhannagar, (Salt Lake City)

11 AUG 2014
(Goutam Sinha Roy)

ADDITIONAL DISTRICT SUB-REGISTRAR

Endorsement Page 1 of 2

11/08/2014 13:11:00



Government Of West Bengal
Office Of the A.D.S.R. BIDHAN NAGAR
District:-North 24-Parganas

Endorsement For Deed Number : I - 02305 of 2014
(Serial No. 02312 of 2014 and Query No. 1504L000004795 of 2014)

Deficit stamp duty Rs. 5000/- is paid , by the draft number 312595, Draft Date 08/08/2014, Bank : State Bank of India, Kestopur, received on 11/08/2014

(Goutam Sinha Roy)
ADDITIONAL DISTRICT SUB-REGISTRAR



11
Addl. District Sub-Registrar
Bidhannagar, (Salt Lake City)


11 AUG 2014

(Goutam Sinha Roy)
ADDITIONAL DISTRICT SUB-REGISTRAR

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 7
Page from 12741 to 12765
being No 02305 for the year 2014.




(Goutam Sinha Roy) 12-August-2014
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. BIDHAN NAGAR
West Bengal