

1033/16

7-1056/16

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE  
HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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15/06/16  
12-46

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

M.V. 13,49,999/-

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

15 JUN 2016

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made on this 15<sup>th</sup> day of June, Two Thousand and Sixteen of the Christian Era,

BETWEEN

(1) SMT. SANDHYA RANI SAHA, [PAN : DIHPS2548B] wife of Late Satya Ranjan Saha, (2) MISS. GOPA SAHA [PAN : DIHPS2544P] and (3) MISS. DIPA SAHA [PAN : DIHPS2546R], both daughters of Late Satya Ranjan Saha, all by faith - Hindu, by Occupation - House wife, by Nationality - Indian, residing at 5, Dakshindari Nehru Colony, Kolkata - 700 048, P.S. Lake Town in the District of North 24 - Parganas, hereinafter jointly called and referred to as the "LAND-OWNERS" (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**

5070 19.02.2016 100/-

ক্রমিক নং  
তার  
স্বাক্ষর  
বিস্তারিত বিবরণ  
যেটি  
নাম

K. G. TRIPATHI  
Advocate

High Court Calcutta

09 FEB 2016

780000.

উক্তকর্তা বাধ্যকর্তৃক ভেদার মিতা



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

15 JUN 2016

K. G. Tripathi  
S/o Late S. P. Tripathi  
AD-293, Ratanadaspaty,  
P.O. Paschuttakanan,  
Kot-700101, P.S. Bagmati,  
Dist. (N) 24 Pgs.

( 2 )

A N D

**ANNAPURNA NIRMAN PVT. LTD., [PAN : AALCA4371J]** 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**" (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, one Panchu Mondal of Raigachi Mouza was the recorded owner of All That Shali land measuring 19 decimals a little more or less, appertaining to Mouza Gopalpur, J.L. No. 2, R. S. No. 140, Touzi 125B/1, comprised in C. S. Khafian No. 1575, R. S. Khatian No. 1550, C. S. Dag No. 3830, R. S. Dag No. 2844 within P. S. Airport in the District of North 24 - Parganas, free from all encumbrances.

AND WHEREAS, consequent upon death of the said Panchu Mondal his aforesaid property devolved upon his two sons namely Tabbat Ali Mondal and Akbar Ali Mondal and other legal heirs and successors as per succession norms and while in absolute enjoyment of 0185 decimals of land the said Akbar Ali Mondal sold his share to Tabbat Ali Mondal by virtue of a Deed of Sale registered in the office of the Sub-Registrar, Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 65, Pages 68 to 70, Being No. 4211 for the year 1971.

AND WHEREAS, the said Tabbat Ali Mondal while in absolute possession of All That Shali land measuring an area of 2 Cottahs 4 Chittacks, a little more or less which he inherited from his father and purchased from his brother as aforesaid, sold, conveyed and transferred to Sri Dilip Das son of Satish Das by virtue of a Deed of Sale (Bengali Kobala), registered in the office of the Sub-Registrar.

Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 112, Pages 278 to 282, Being No. 4349 for the year 1981 against valuable consideration recorded therein.

AND WHEREAS, while in absolute possession of the aforesaid landed property the said Sri Dilip Das sold, conveyed and transferred All That Shali land measuring an area of 2 Cottahs 4 Chittacks, a little more or less, appertaining to Mouza Gopalpur to Sri Rakhai Chandra Saha son of Late Lokenath Saha, by virtue of a Deed of Sale (Bengali Kobala) dated 28-03-1992, registered in the office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City) and recorded in Book No.1, Volume No. 50, Pages 377 to 386, Being No. 2588 for the year 1992, against valuable consideration recorded therein.

AND WHEREAS, while seized and possessed of the aforesaid property the said Rakhai Chandra Saha died intestate on 10-05-2002 leaving behind him his wife Netai Dasi Saha, three sons Sri Satya Ranjan Saha, Sri Swapan Saha and Sri Pran Saha as his legal heirs and successors to his estate and accordingly the aforesaid legal heirs and successors of the deceased Rakhai Chandra Saha became the joint owners of the aforesaid property by virtue of inheritance and in terms of Hindu Succession Act, 1956.

AND WHEREAS, while in joint possession of the aforesaid landed property the said Netai Dasi Saha died intestate on 25-03-2010 leaving behind her three sons namely Sri Satya Ranjan Saha, Sri Swapan Saha and Sri Pran Saha and apart from that one of them Pran Saha also died intestate leaving behind him his wife Smt. Anjali Saha and three daughters namely Tumpa Saha, Rimpa Saha and Durga Saha (Shaw) as his legal heirs and successors to his estate as aforesaid.

AND WHEREAS, by virtue of the aforesaid devolution of property Sri Satya Ranjan Saha, Sri Swapan Saha, Smt. Anjali Saha, Tumpa Saha, Rimpa Saha and Durga Saha (Shaw) became the joint owners of the aforesaid property and while in joint possession Sri Swapan Saha, Smt. Anjali Saha, Tumpa Saha, Rimpa Saha and Durga Saha (Shaw) out of their natural love, affection and respect transferred their 2/3<sup>rd</sup> un-divided share i.e. ALL THAT piece and parcel of Shall land measuring an area of 1 Cottah 8 Chittacks, a little more or less, lying and situated at Mouza – Gopalpur, J. L. No. 2, R. S. No. 140, Touzi No. 125B/1, comprised in C. S. Dag No. 3830, R. S. Dag No. 2844 under C. S. Khatian No. 1575, R. S. Khatian No. 1550 within the jurisdiction of Airport Police Station within the local limits of Rajarhat Gopalpur Municipality in the District of North 24 – Parganas, unto and in favour of Satya Ranjan Saha by virtue of a Deed of Gift dated 30<sup>th</sup> April, 2010, registered in the office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City) and recorded in Book No. 1, CD Volume No. 7, Pages from 7674 to 7689, Being No. 04367 for the year 2010, free from all encumbrances.

AND WHEREAS, by virtue of devolution of property the said Satya Ranjan Saha inherited 12 Chittacks of land and acquired by virtue of Deed of Gift 1 Cottah 8 Chittacks of land having total area of 2 Cottahs 4 decimals, a little more or less and while in absolute possession of the aforesaid landed property the said Satya Ranjan Saha governed by Dayabhaga School of Hindu Law died intestate on 07-06-2010 leaving behind him surviving his wife **SMT. SANDHYA RANI SAHA**, and two daughters namely **MISS. GOPA SAHA** and **MISS. DIPA SAHA** as his only legal heirs and successors by operation of Hindu Succession Act, 1956 and by virtue of which they have become the joint owners of the aforesaid landed property in equal shares.

AND WHEREAS, the Landowners hereto are jointly seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of Shali land measuring an area of 02 Cottah 04 Chittacks, a little more or less, lying and situated at Mouza – Gopalpur, J. L. No. 2, R. S. No. 140, Touzi No. 125B/1, comprised in C. S. Dag No. 3830, R. S. Dag No. 2844 under C. S. Khatian No. 1575, R. S. Khatian No. 1550, recorded as L.R. Khatian No. 21501 in the name of Sandhya Rani Saha, L. R. Khatian No. 21503 in the name of Gopa Saha, and L.R. Khatian No. 21502 in the name of Dipa Saha and within the jurisdiction of Airport Police Station within the local limits of Bidhannagar Municipal Corporation, Ward No. 4 in the District of North 24 – Parganas, free from all encumbrances.

AND WHEREAS, the said Landowners are now desirous of developing the said land by constructing thereupon multi-storied building in accordance with the building plan. But due to financial stringency and shortage of time and manpower, the Landowners are 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 Landowners 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 Landowners and requested the Landowners to allow him to develop the said premises as desired by the Landowners by constructing the proposed multi-storied building/s in accordance with the building to be sanctioned in the name of the Landowners, at its own arrangement, costs and expenses.

AND WHEREAS, the Landowners are having thus been approached by the Developer, have agreed to allow the Developer to develop **ALL THAT** piece and parcel of Shali land measuring an area of 02 Cottah 04 Chittacks, a little more or less, lying and situated at Mouza - Gopalpur, J. L. No. 2, R. S. No. 140, Touzi No. 125B/1, comprised in C. S. Dag No. 3830, R. S. Dag No. 2844 under C. S. Khatian No. 1575, R. S. Khatian No. 1550 within the jurisdiction of Airport Police Station within the local limits of **Bidhannagar Municipal Corporation**, 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 Landowners 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 Landowners do not hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- d) That the Landowners 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 Landowners and believing the same to be true and the Developer has agreed to develop the said premises and the Landowners have 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] LANDOWNERS shall mean (1) SMT. SANDHYA RANI SAHA, wife of Late Satya Ranjan Saha, (2) MISS GOPA SAHA and (3) MISS DIPSA SAHA, both daughters of Late Satya Ranjan Saha, all by faith - Hindu, by Occupation - House wife, by Nationality - Indian, residing at 5, Dakshindari Nehru Colony, Kolkata - 700 048, P.S. Lake Town in the District of North 24 - Parganas, who are jointly 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 02 Cottah 04 Chittacks, a little more or less, lying and situated at Mouza - Gopalpur, J. L. No. 2, R. S. No. 140, Touzi No. 125B/1, comprised in C. S. Dag No. 3830, R. S. Dag No. 2844 under C. S. Khatian No. 1575, R. S. Khatian No. 1550, recorded as L.R. Khatian No. 21501 in the name of Sandhya Rani Saha, L.R. Khatian No. 21502 in the name of Dipsa Saha and L. R. Khatian No. 21503 in the name of Gopa Saha, within the jurisdiction of Airport Police Station within the local limits of **Bidhannagar Municipal Corporation** in the District of North 24 - Parganas 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.

[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 "HIRMAN 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 Landowners.
- [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 Landowners 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 from the Rajahat Gopalpur Municipality presently Bidhannagar Municipal Corporation, 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 xerox 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 i.e. Developer's Allocation only 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 and the Landowners shall not liable to pay any cost for the same.

3. **LAND OWNER'S ALLOCATION:** The landowners shall be entitled to receive their allocation noted below in Block- II of all the Housing Project 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 manners:

1) Flat No. 4 on the Third Floor of Block- II measuring super built up area **1003 Sft.** Including 700 Sft Carpet Area together with common users/all facilities available therein in the project.

2) Flat no. 8 on the Third Floor of Block- II measuring super built up area **1010 Sft.** Including 700 Sft. Carpet area together with common users/all facilities available therein in the project & *one car parking space at Block - II.*

Together with Non- Refundable Security Deposit amounting to Rs. **12,00,000/=** (Rupees twelve Lakh) Only at the time of signing this Agreement. ~~If the Landowners take a Garage at block-II, they shall pay the Developer an amount of Rs.2,00,000/= (Rupees two lakh) only in case the land owner do not take the Garage in such event the Developer Shall pay an additional amount of Rs. 2,00,000/= (Rupess two Lakh) Only to the Landowner's Allocation.~~

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 land owners shall co-operate in all respects with the Developer subject to the Developer shall abide by all terms and conditions of this agreement.

ANAND PVT. LTD.

*[Signature]*  
DIRECTOR

*Sardar Ravi Sahar  
Gopa Sahar  
Tijpa Sahar*

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 Landowners.
7. That the construction of the said building will be completed within **24 (twenty four) months** from the date of execution of this Agreement 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 Landowners 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 Landowners shall have nothing to do in the matter and subsequently the owner shall not be entitled to interfere in to such affairs. The Developer shall use class 1 (one) building materials and the owner may have right to supervise the said project and if any objection in respect of the inferior quality of materials, the Developer shall rectify it and re-built the same as per choice of the Landowners.
9. 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.

- The Developer first handover peaceful vacant possession of owner's allocation to the owner, thereafter he shall registered and handover possession of the Developer's Allocation to any intending purchaser or purchasers.
10. 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 Landowners and their estate safe and harmless and indemnify against all suit cases claims, damages, rights and actions in respect of such eventualities.
11. The Landowners will pay all the Municipal/Corporation 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 Landowners 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 Municipal Corporation.
12. That the Landowners shall make any rectification if required at the costs of the Developer.
13. That the Landowners 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 Landowners shall have full right to enter into the said building and to inspect the construction work carried out by the Developer. If any inferior materials used, the owners Architect shall make objection in this respect.

14. That the Developer will be liable for the construction of the said building as per sanctioned plan in all respects at its own costs.
15. That the Landowners 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.
16. 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.
17. That the Developer shall punctually and faithfully construct the said building in time and hand over the construction as owner's allocation to the Landowners 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 Rs. 15,000/= (Rupees fifteen thousand) only per month from the date of expiry of this Agreement.
18. 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 Landowners 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.
19. 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.

20. 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.
21. 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 of Developer's Allocation only, 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.
22. 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.
23. 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.
24. 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.
25. 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 of Developer's Allocation.

26. The Land-Owners shall hand over the Xerox copies/ 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.
27. The Land-Owners or any of their authorized representatives shall without notice be entitled to take inspection in course of construction of the proposed building.
28. 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.
29. The Landowners is agreeable to amalgamate her land with the adjacent land.
30. The Developer shall not without the written consent of the Land-owner assign these agreements in favour of any Third Party.

SCHEDULE ABOVE REFERRED TO

[LAND]

**ALL THAT** piece and parcel of Shali land measuring an area of **02 Cottah 04 Chittacks**, a little more or less, lying and situated at **Mouza - Gopalpur**, J.L. No. 2, R. S. No. 140, Touzi No. 125B/1, comprised in C. S. Dag No. 3830, **R. S. Dag No. 2844** under C. S. Khatian No. 1575, R. S. Khatian No. 1550 recorded as L.R. Khatian No. 21501 in the name of Sandhya Rani Saha, L. R. Khatian No. 21503 in the name of Gopa Saha and L.R. Khatian No. 21502 in the name of Dipa Saha within the jurisdiction of **Airport Police Station** within the local limits of **Bidhannagar Municipal Corporation, Ward No. 4** in the District of North 24 - Parganas **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 and the land is butted and bounded as follows:



On the North:	By Part of R. S. Dag No. 2844.
On the South:	By Part of R. S. Dag No. 2845.
On the East:	By Part of R. S. Dag No. 2843.
On the West:	By Part of R. S. Dag No. 2839.

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 :

1. Sandhya Rani Saha

2. Gopal Saha

3. DIPA Saha

SIGNATURE OF LANDOWNERS

WITNESSES

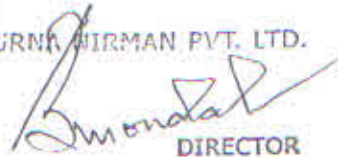
1. Basudeb Das  
Gopal Pur  
KOL 136

2. Badab Nande  
Gopal Pur  
Kolkata 700136

3. Shyamal Datta  
HD 19/2 A Nofus Kool 159  
Bachuchi

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

ANNAPURNA FIRMAN PVT. LTD.

  
DIRECTOR

(BIKASH MONDAL)

DEVELOPER

MONEY RECEIPT

RECEIVED of and from the within named Developer the within mentioned sum of **Rs. 12,00,000/= (Rupees twelve lakh)** only as per Memo. of Consideration given below :

Date	Bank	Branch	Demand Draft No.	Amount (Rs.)
10-05-2016	HDFC	Salt Lake	030160	4,00,000/-
16-05-2016	HDFC	Salt Lake	030187	4,00,000/-
16-05-2016	HDFC	Salt Lake	030188	4,00,000/-

Rs. 12,00,000/-

(Rupees twelve lakh only)

1. Sandhya Poni Saha.
2. Gopa Saha
3. DiPa Saha

LANDOWNERS

WITNESSES:


1. Basudeb Das
2. Badal Nandi
3. Shyamal Dutta

Drafted by:

  
**K. G. TRIPATHI**  
M. Com. LLB.  
ADVOCATE HIGH COURT  
CALCUTTA  
Regn. No.- WB/224/05  
9836041430 / 9007373125

THE  
BUYER/  
SELLER/  
WITNESS/  
PHOTO












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

 Sandhya Rani Saha	LH					
	RH.					

ATTESTED :- Sandhya Rani Saha

 Gopa Saha	LH					
	RH.					

ATTESTED :- Gopa Saha

 Dipa Saha	LH					
	RH.					

ATTESTED :- Dipa Saha

OF THE  
PRINT/  
SELLER/  
IDENTIFICATION  
PHOTO

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



ANNAPURNA... LTD.  
RH.  
DEIRECTOR

*B Mondal*

LH					
RH.					

ANNAPURNA... LTD.

ATTESTED :-

(BIKASH MONDAL)

*B Mondal*  
DIRECTOR

PHOTO	LH					
	RH.					




ATTESTED :-

PHOTO	LH					
	RH.					



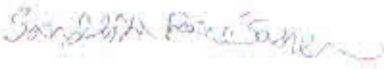
ATTESTED :-

**Seller, Buyer and Property Details  
and Lord & Developer Details**

**Presentant Details**

SL No.	Name, Address, Photo, Finger print and Signature of Presentant		
1	Mr BIKASH MONDAL KRISHNAPUR, PURBAPARA, P.O.- KRISHNAPUR, P.S - Baguiati, District:-North 24- Parganas, West Bengal, India, PIN - 700102	 15/06/2016 1:55:47 PM	 LTI 15/06/2016 1:55:53 PM
		 15/06/2016 1:56:03 PM	





**Land Lord Details**

SL No.	Name, Address, Photo, Finger print and Signature		
1	Smt SANDHYA RANI SAHA Wife of Late SATYA RANJAN SAHA 5, DAKSHINDARI NEHRU COLONY, P.O.- SREEBHUMI, P.S - Lake Town, District:-North 24- Parganas, West Bengal, India, PIN - 700048 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. DIHPS2548B, Status : Individual; Date of Execution 15/06/2016; Date of Admission : 15/06/2016; Place of Admission of Execution : Office	 15/06/2016 1:55:05 PM	 LTI 15/06/2016 1:55:14 PM
		 15/06/2016 1:55:31 PM	




Land Lord Details

Name, Address, Photo, Finger print and Signature

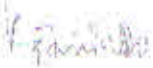
No.

<p>2</p>	<p>Miss GOPA SAHA                  Daugther of Late SATYA RANJAN SAHA                  5, DAKSHINDARI NEHRU COLONY, P.O:-                  SREEBHUMI, P.S:- Lake Town, District:-North 24-                  Parganas, West Bengal, India, PIN - 700048 Sex:                  Female, By Caste: Hindu, Occupation: Others,                  Citizen of: India, PAN No. DIHPS2544P.; Status :                  Individual; Date of Execution : 15/06/2016; Date of                  Admission : 15/06/2016; Place of Admission of                  Execution : Office</p>	 <p>15/06/2016 1:54:19 PM</p>	 <p>LTI                  15/06/2016 1:54:33 PM</p>
<p><i>Gopa Saha</i></p> <p>15/06/2016 1:54:51 PM</p>			
<p>3</p>	<p>Miss DIPA SAHA                  Daugther of Late SATYA RANJAN SAHA                  5, DAKSHINDARI NEHRU COLONY, P.O:-                  SREEBHUMI, P.S:- Lake Town, District:-North 24-                  Parganas, West Bengal, India, PIN - 700048 Sex:                  Female, By Caste: Hindu, Occupation: Others,                  Citizen of: India, PAN No. DIHPS2546R.; Status :                  Individual; Date of Execution : 15/06/2016; Date of                  Admission : 15/06/2016; Place of Admission of                  Execution : Office</p>	 <p>15/06/2016 1:53:17 PM</p>	 <p>LTI                  15/06/2016 1:53:49 PM</p>
<p><i>Dipa Saha</i></p> <p>15/06/2016 1:54:09 PM</p>			

### Developer Details

Sl. No.	Name, Address, Photo, Finger print and Signature		
1	ANNAPURNA NIRMAN PVT. LTD. KRISHNAPUR, PURBAPARA, P.O.- KRISHNAPUR, P.S.- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700102 PAN No. AALCA4371J.; Status : Organization; Represented by representative as given below:-		
1(1)	Mr BIKASH MONDAL KRISHNAPUR, PURBAPARA, P.O.- KRISHNAPUR, P.S.- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700102 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India.; Status : Representative; Date of Execution : 15/06/2016; Date of Admission : 15/06/2016; Place of Admission of Execution : Office	 15/06/2016 1:55:47 PM	 LTI 15/06/2016 1:55:53 PM
	 15/06/2016 1:56:03 PM		

### B. Identifire Details

Identifier Details			
Sl. No.	Identifier Name & Address	Identifier of	Signature
1	Mr K G TRIPATHI Son of Late S P TRIPATHI AD-293, RABINDRAPALLY, KRISHNAPUR, P.O.- PRAFULLAKANAN, P.S.- Baguiati, District-North 24-Parganas, West Bengal, India, PIN - 700101 Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India,	Smt SANDHYA RANI SAHA, Miss GOPA SAHA, Miss DIPA SAHA, Mr BIKASH MONDAL	 15/06/2016 1:56:19 PM

### C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details



Land Details						
No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: North 24-Parganas, P.S:- Airport, Municipality BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Anandaloke 2nd Lane(gopalpur), Mouza: Gopalpur	LR Plot No:- 2844 , LR Khatian No:- 1550	2 Katha 4 Chatak	0/-	13.49,999/-	Proposed Use: Bastu, ROR: Shall, Width of Approach Road 12 Ft., Adjacent to Metal Road,

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Smt SANDHYA RANI SAHA	ANNAPURNA NIRMAN PVT. LTD.	1.2375	33.3333
	Miss GOPA SAHA	ANNAPURNA NIRMAN PVT. LTD.	1.2375	33.3333
	Miss DIPA SAHA	ANNAPURNA NIRMAN PVT. LTD.	1.2375	33.3333

#### D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	KRISHNA GOPAL TRIPATHI
Address	AD-293, RABINDRAPALLY, KRISHNAPUR, Thana : Baguiati, District : North 24-Parganas, WEST BENGAL
Applicant's Status	Advocate

Office of the A.D.S.R. BIDHAN NAGAR, District: North 24-Parganas

Endorsement For Deed Number : I - 150401056 / 2016

Query No/Year	15040000742893/2016	Serial no/Year	1504001033 / 2016
Deed No/Year	I - 150401056 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mr BIKASH MONDAL	Presented At	Office
Date of Execution	15-06-2016	Date of Presentation	15-06-2016

Remarks

On 01/06/2016

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 13,49,999/-

(Goutam Sinha Roy)

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BIDHAN NAGAR  
North 24-Parganas, West Bengal

On 15/06/2016

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

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

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

Presented for registration at 13:46 hrs. on : 15/06/2016, at the Office of the A.D.S.R. BIDHAN NAGAR by Mr BIKASH MONDAL .

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

Execution is admitted on 15/06/2016 by

Smt SANDHYA RANI SAHA, Wife of Late SATYA RANJAN SAHA, 5, DAKSHINDARI NEHRU COLONY P.O SREEBHUMI, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700048. By caste Hindu. By Profession House wife

Identified by Mr K G TRIPATHI, Son of Late S P TRIPATHI, AD-293, RABINDRAPALLY, KRISHNAPUR P.O. PRAFULLAKANAN, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700101. By caste Hindu. By Profession Advocate

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

Execution is admitted on 15/06/2016 by

Miss GOPA SAHA, Daughter of Late SATYA RANJAN SAHA, 5, DAKSHINDARI NEHRU COLONY P.O SREEBHUMI, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700048. By caste Hindu

Profession Others

Certified by Mr K G TRIPATHI, Son of Late S P TRIPATHI, AD-293, RABINDRAPALLY, KRISHNAPUR, P.O: PRAFULLAKANAN, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700101, By caste Hindu, By Profession Advocate

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

Execution is admitted on 15/06/2016 by

Miss DIPA SAHA, Daughter of Late SATYA RANJAN SAHA, 5, DAKSHINDARI NEHRU COLONY, P.O: SREEBHUMI, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700048, By caste Hindu, By Profession Others

Indetified by Mr K G TRIPATHI, Son of Late S P TRIPATHI, AD-293, RABINDRAPALLY, KRISHNAPUR, P.O: PRAFULLAKANAN, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700101, By caste Hindu, By Profession Advocate

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

Execution is admitted on 15/06/2016 by

Mr BIKASH MONDAL DIRECTOR, ANNAPURNA NIRMAN PVT. LTD., KRISHNAPUR, PURBAPARA, P.O:- KRISHNAPUR, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700102 Mr BIKASH MONDAL, Son of Mr SARAT KUMAR MONDAL, KRISHNAPUR, PURBAPARA, P.O: KRISHNAPUR, Thana Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700102, By caste Hindu, By profession Business  
Indetified by Mr K G TRIPATHI, Son of Late S P TRIPATHI, AD-293, RABINDRAPALLY, KRISHNAPUR, P.O: PRAFULLAKANAN, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700101, By caste Hindu, By Profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 13,210/- ( B = Rs 13,189/-, E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by Draft Rs 13,220/-

**Description of Draft**

1. Rs 13,220/- is paid, by the Draft(8554) No: 873885000427, Date: 15/06/2016, Bank: STATE BANK OF INDIA (SBI), KESTOPUR.

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Draft Rs 5,030/-, by Stamp Rs 100/-

**Description of Stamp**

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 5070, Purchased on 19/02/2016, Vendor named M DUTTA

**Description of Draft**

1. Rs 5,030/- is paid, by the Draft(8554) No: 873886000427, Date: 15/06/2016, Bank: STATE BANK OF INDIA (SBI), KESTOPUR

(Goutam Sinha Roy)

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1504-2016, Page from 37805 to 37842  
being No 150401056 for the year 2016.



Digitally signed by GAUTAM SINHA RAY  
Date: 2016.06.16 14:33:10 +05.30  
Reason: Digital Signing of Deed.

*G. Roy*

(Goutam Sinha Roy) 16-06-2016 14:33:09  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BIDHAN NAGAR  
West Bengal.

(This document is digitally signed.)