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Verify that the document is genuine  
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Addl. District Sub-Registrar  
Bishannagar, (Salt Lake City)  
27 MAR 2024

DEV-AC-3-DA-S RARDA

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made  
on this 27<sup>th</sup> day of March, 2024, (Two  
Thousand Twenty-Four).

BETWEEN

Contd..... P/2.

**SRI. SUMAN NANDA**, son of Byomkes Nanda, [having PAN : **AFSPN0712P**], [having Aadhaar No : **9808 2452 7801**], by occupation-Doctor, by Faith-Hindu, by Nationality-Indian, residing at Labanya, Narayanpur, Tentultala, Rajarhat Gopalpur, P.O.-Rajarhat Gopalpur, P.S.-Narayanpur formerly Airport, Kolkata-700136, in the District of North 24 Parganas, in the state of West Bengal, India.

**[2] SRI. ABIM NANDA**, son of Byomkes Nanda, [having PAN : **ADHPN2914L**], [having Aadhaar No : **5170 6942 0776**], by occupation-Business, by Faith-Hindu, by Nationality-Indian, residing at Labanya, Narayanpur, Tentultala, Rajarhat Gopalpur, P.O.-Rajarhat Gopalpur, P.S.-Narayanpur formerly Airport, Kolkata-700136, in the District of North 24 Parganas, in the state of West Bengal, India,

hereinafter jointly called and referred to as the **"LAND OWNERS"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

#### AND

**"ANANDOMOYEE CONSTRUCTION"**, [having PAN : **ABWFA3188Q**], a Partnership Firm, having its Office at Premises No.274, Salua Azad Hind Garh, Sarada Bhaban, Ground Floor P.O.-Rajarhat Gopalpur, P.S.-Airport, Kolkata-700136, in the District of North 24 Parganas, in the state of West Bengal, India,

represented by its existing Partners namely **[1] SRI. RAJU GUPTA**, son of Late Debasish Gupta, [having PAN : **AYIPG7775N**], [having Aadhaar No : **5124 6978 6379**], by Faith-Hindu, by Occupation-Business, by Nationality-Indian, residing at 20, Rabindranagar, P.O.-Rajarhat Gopalpur, P.S.-Airport at present Narayanpur, Kolkata-700136, in the District of North 24 Parganas, in the state of West Bengal, India, **[2] SRI. SANDIP DEY**, son of Dilip Dey, [having PAN : **BWXP6798Q**] [having Aadhaar : **8016 6234 3891**], by Faith-Hindu, by Occupation-Business, by Nationality-Indian, residing at Vill-Purbachal Tentultala, P.O.-Rajarhat Gopalpur, P.S.-Airport at Present Narayanpur, Kolkata-700136, in the District of North 24 Parganas, in the state of West Bengal, India.

hereinafter called and referred to as the **"DEVELOPER"** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its partners, successors-in-office, successors-in-interest, representatives, administrators and assigns) of the **OTHER PART**.

**Land Owner/s and Developer collectively Parties and individually Party.**

#### **NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-**

**Subject to Matter of Development : ALL THAT** piece and parcel of land measuring an area about **02[Two] Cottah 07[Seven] Chittack 30[Thirty] Sq.Ft.** more or less, comprised in R.S. Khatian No.2240 under R.S. Dag No.2306, corresponding to **L.R. Khatian No. 5875 & 5876**, under **L.R. Dag No.2306**, AND Land measuring an area about **01[One] Cottah 13[Thirteen] Chittack 00[Zero] Sq.Ft.** more or less, in R.S. Khatian No. 2239 under R.S. Dag No.2307/3131, corresponding to **L.R. Khatian No. 5875 & 5876**, under **L.R. Dag No. 2307/3131**, **IN TOTAL** land measuring an area about



04[Four] Cottah 04[Four] Chittack 30[Thirty] Sq.Ft. be the same a little more or less, along with 200[Two Hundred] Sq.Ft. Tile Shed structure standing thereon, lying and situated at MOUZA-GOPALPUR, J.L. No. 02, Re.Su. No. 140, Touzi No. 2998 at present 10, at Tentultala, P.S.-Narayanpur formerly Airport, Kolkata-700136, within the local limits of Rajarhat Gopalpur Municipality, within Ward No."07", being Municipal Holding No. AS/193/BL-B/08 [as per Mutation Certificate] and being Municipal Holding No. RGM-2/193 [as per Municipal Tax receipt] now under the Bidhan Nagar Municipal Corporation, within Ward No."04", being Holding No.193, being Assessee No. 20033144239, [as per Municipal Tax receipt] in the District of District of North 24 Parganas, in the state of West Bengal, India, morefully described in the **First Schedule** hereunder written, [SAID PROPERTY].

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

**Representations and Warranties Regarding Title :** The Landowner/s has/have made the following representation and given the following warranties to the Developer regarding title.

**CHAIN AND TITLE REGARDING OWNERSHIP OF SRI. SUMAN NANDA AND SRI ASIM NANDA. THE LAND OWNERS HEREIN, BEING R.S. & L.R. DAG NO. 2306 AND 2307/3131, IN MOUZA-GOPALPUR AS FOLLOWS :-**

**Landed property transferred by Haridas Saha & Others to Shyam Prasanna Ghosh :** That by virtue of a registered Saf Bikroy Cobala dated 05.10.1989 One Haridas Saha & Twelve others, sold, transferred and conveyed and granted of ALL THAT piece and parcel of Land measuring an area about 02[Two] Cottah 07[Seven] Chittack 30[Thirty] Sq.Ft. more or less comprised in R.S. Khatian No. 2240 under R.S. Dag No. 2306 and land measuring an area about 01[One] Cottah 13[Thirteen] Chittack 00[Zero] Sq.Ft. more or less, comprised in R.S. Khatian No. 2239 under R.S. Dag No. 2307/3131, IN TOTAL Land measuring an area about 04[Four] Cottahs 04[Four] Chittacks 30 [Thirty] Sq.Ft. be the same a little more or less, lying and situated at MOUZA-GOPALPUR, J.L. No. 02, Re.Su. No. 140, Touzi No. 2998 at present 10, within P.S.-Airport formerly Rajarhat, in the District of North 24 Parganas, in the state of West Bengal, India, in favour of Shyam Prasanna Ghosh, son of Late Krishnadhan Ghosh, and the aforesaid Saf Bikroy Cobala registered at the office at A.D.S.R.O. Bidhan Nagar, (Salt Lake City) and recorded in Book No. I, Volume No. 165, Pages from 349 to 356, Being Deed No.7759 for the year 1989, against the valuable consideration mentioned thereon.

**Record by Shyam Prasanna Ghosh:** That after upon purchasing the aforesaid landed property the said Sri Shyam Prasanna Ghosh duly mutated his name into the record of Block Land and Land Reforms office, Government of West Bengal, vide **L.R. Khatian No. 5560 under L.R. Dag No. 2306 & 2307/3131** and since then paying the Government Rents/Khajna thereof regularly as the sole and absolute recorded RAYAT.

**Absolute ownership of Shyam Prasanna Ghosh :** Thus on the basis of aforementioned Deed as well as B.L. & L.R.O. Record the said Sri Shyam Prasanna Ghosh became the absolute owner of ALL THAT piece and parcel of Land measuring an area about 02[Two] Cottah 07[Seven] Chittack 30[Thirty] Sq.Ft. more or less comprised in R.S. Khatian No. 2240 corresponding to L.R. Khatian No. 3360 under R.S. & L.R. Dag No. 2306 and land measuring an area about 01[One] Cottah 13[Thirteen] Chittack 00[Zero] Sq.Ft. more or less, comprised in R.S. Khatian No. 2239 corresponding to L.R. Khatian No. 5560 under R.S. & L.R. Dag No. 2307/3131, IN TOTAL Land measuring an area about 04[Four] Cottahs 04[Four] Chittacks 30 [Thirty] Sq.Ft. be the same a little more or less, lying and situated at MOUZA-GOPALPUR, J.L. No. 02, Re.Su. No. 140, Touzi No. 2998 at present 10, within P.S.-



airport formerly Rajarhat, within the local limits of Rajarhat Gopalpur Municipality in the District of North 24 Parganas, in the state of West Bengal, India.

**Landed property transferred by Sri. Shyam Prasanna Ghosh to Sri. Suman Nanda & Another :** That by virtue of Bengali Saf Bikroy Kobala dated 31<sup>st</sup> day of May, 2006, One Sri. Shyam Prasanna Ghosh son of Late Krishnadhan Ghosh the Vendor therein sold conveyed transferred released and conveyed ALL THAT piece and parcel of Land measuring an area about 02[Two] Cottah 07[Seven] Chittack 30[Thirty] Sq.Ft. more or less comprised in R.S. Khatian No. 2240 corresponding to L.R. Khatian No. 5560 under R.S. & L.R. Dag No. 2306 and land measuring an area about 01[One] Cottah 13[Thirteen] Chittack 00[Zero] Sq.Ft. more or less, comprised in R.S. Khatian No. 2239 corresponding to L.R. Khatian No. 5560 under R.S. & L.R. Dag No. 2307/3131, IN TOTAL Land measuring an area about 04[Four] Cottahs 04[Four] Chittacks 30 [Thirty] Sq.Ft. be the same a little more or less, lying and situated at MOUZA-GOPALPUR, J.L. No. 02, Re.Su. No. 140, Touzi No. 2998 at present 10, within P.S.-Airport formerly Rajarhat, within the local limits of Rajarhat Gopalpur Municipality in the District of North 24 Parganas, in the state of West Bengal, India in favour of [1] Sri. Suman Nanda and [2] Sri. Asim Nanda, both are sons of Byomkes Nanda, were jointly the Purchasers therein and the said Bengali Saf Bikroy Kobala was registered in the office of A.D.S.R.O. Bidhannagar [Salt Lake City] and the same was recorded in Book No. 1, Volume No.415, Pages from 63 to 81 bearing Deed No. 6881 for the year 2006, against the valuable consideration mentioned therein.

**Land recorded by Sri. Suman Nanda and Sri. Asim Nanda :** Upon purchasing the aforesaid landed property the said Sri. Suman Nanda and Sri. Asim Nanda was jointly recorded their respective names into the records of the Block Land and Land Reforms office Rajarhat Government of West Bengal, vide **L.R. Khatian No. 5875** [in the name of **Sri. Asim Nanda**] and **L.R. Khatian No. 5876** [in the name of **Suman Nanda**] under **R.S. & L.R. Dag No.2306 & 2307/3131** as well as mutated their names jointly into the Assessment record of Rajarhat Gopalpur Municipality vide Municipal Holding No. AS/193/BL-B/08, at Tentultala, P.S.-Narayanpur formerly Airport, Kolkata-700136 and after formation of new municipal corporation namely Bidhannagar Municipal Corporation, the said land duly reassessed by the Municipal Corporation vide **Holding No.193**, being **Assessee No.20033144239** and thereafter were jointly paying the Government Rents/Khajna/Taxes thereof regularly as the sole and absolute recorded Owners.

**Absolute ownership of Sri Suman Nanda and Sri Asim Nanda :** Thus on the basis of aforementioned facts, events and circumstances as well as on the basis of aforementioned Deeds and things and aforementioned B.L. & L.R.O. and Municipal records the said Sri Suman Nanda & Sri Asim Nanda became the absolute owners of ALL THAT piece and parcel of Land measuring an area about 02[Two] Cottah 07[Seven] Chittack 30[Thirty] Sq.Ft. more or less comprised in R.S. Khatian No. 2240 corresponding to L.R. Khatian Nos. 5875 & 5876, under R.S. & L.R. Dag No. 2306 and land measuring an area about 01[One] Cottah 13[Thirteen] Chittack 00[Zero] Sq.Ft. more or less, comprised in R.S. Khatian No. 2239 corresponding to L.R. Khatian Nos. 5875 & 5876, under R.S. & L.R. Dag No. 2307/3131, IN TOTAL measuring an area about 04[Four] Cottahs 04[Four] Chittacks 30 [Thirty] Sq.Ft. be the same a little more or less, lying and situated at MOUZA-GOPALPUR, J.L. No. 02, Re.Su. No. 140, Touzi No. 2998 at present 10, at Tentultala, P.S.-Narayanpur formerly Airport, Kolkata-700136, within the local limits of Rajarhat Gopalpur Municipality, being Municipal Holding No. AS/193/BL-B/08 [as per Mutation Certificate] and being Municipal Holding No. RGM-2/193 [as per Municipal Tax receipt] now under the Bidhan Nagar Municipal Corporation being Holding No.193 being Assessee No. 20033144239, [as per Municipal Tax receipt] in the District of North 24 Parganas, in the state of West Bengal, India, which is morefully and particularly described in the FIRST SCHEDULE hereunder written.



**Desire of Development :** The said Sri Suman Nanda and Sri Asim Nanda, herein decided to develop the said land measuring an area about 04[Four] Cottahs 04[Four] Chittacks 30 [Thirty] Sq.Ft. be the same a little more or less, by constructing a Multi storied building consisting with several self-contained, independent, habitable conditions of Flats, Garages, Car Parking Spaces Shops and/or Units but due to their different engagement and inconvenience intend to entrust the proposed development to a reputed Developer who could at it's own costs and expenses and with proper responsibilities using standard quality of building raw materials and accessories with modern amenities and facilities, strictly adherence to the sanctioned subsequent modified amended or revised building plan without making the First Part any sorts of financial and other liabilities and hazards within the stipulated time frame shall complete the project and having so contemplated the First Part published his/her/their such intention.

**Request for Development of land and Acceptance by the Developer :** That the said owner/s herein express his/her/their desire to develop the aforesaid land by constructing a multi storied building thereon and the Developer accepted the said proposal and the Owner/s have decided to enter into a registered Development Agreement with the Developer herein under certain terms and conditions against development for the land mentioned above and explicitly mentioned in the First Schedule hereunder written and to avoid future contradiction and confrontation, both the parties have agreed to execute a formal Development Agreement with proper notification of the allocation shared by and between the Landowner/s and the Developer.

**Registered Power of Attorney :** For the smooth running of the said project the Landowner/s herein have agreed to execute a Registered Power of Attorney, by which the Landowner/s herein shall appoint and nominate the Partners of the "**ANANDOMOYEE CONSTRUCTION**", [having PAN - **ABWFA3188Q**], a Partnership Firm, having its Office at Premises No.274, Salua Azad Hind Garh, Sarada Bhaban, Ground Floor P.O.-Rajarhat Gopalpur P.S.-Airport, Kolkata-700136, in the District of North 24 Parganas, in the state of West Bengal, India.

#### ARTICLE - I, DEFINITIONS

- 1.
- 1.1 **BUILDING** : shall mean Multi storied building to be constructed and completed on the said premises of the landowner/s as per sanctioned building plan which will be sanctioned by the competent authority, morefully described in the First Schedule written herein below.
- 1.2 **COMMON FACILITIES AND AMENITIES** : shall mean entrance of the building/ project, staircase, lift, ultimate roof of the building, pump room, overhead water tank, water pump and motor and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
- 1.3 **SALEABLE SPACE** : shall mean the space within the building, which is to be available as an unit/flat for independent use and occupation in respect of Owner's Allocation & Developer's Allocation as mentioned in this Agreement.
- 1.4 **LANDOWNER'S ALLOCATION** : Owners will get total 43% constructed area as per sanctioned building plan, including Staircase, Lift, Lobby area of proposed multi storied building and the said area will be in the form of self contained, independent, habitable conditioned of Flats, Shop and Car Parking Spaces and the said units to be construct as per sanctioned building plan, amended thereto and subsequent revised sanctioned building plan with standard quality of building raw materials and accessories with modern facilities and amenities as per the specifications embodied herein and subsequent variations or changes, if any thereto in respect of the owner's



allocation. Subject to mutual discussion by and between the Land Owner/s and Developer herein and apart from this developer shall pay refundable interest free security deposit of **Rs.10,00,000/- [Rupees Ten Lakh]** Only to the Land Owners herein at the time of execution of this agreement and the said refundable security money, which will be returned to the Developer by the Land Owner/s at the time of handing over vacant possession of the **Owner's Allocation** of the proposed building or buildings and the said Owner's Allocation will be specifically mentioned by Supplementary Agreement.

- 1.5 **DEVELOPER'S ALLOCATION** : The developer will get remaining balance area of proposed multistoried building, excluding Landowner's Allocation, together with proportionate share of common facilities, common parts and common amenities of the building which is morefully described in Third Schedule written herein below.
- 1.6 **ARCHITECT/ ENGINEER** : Shall mean such an Architect or a firm of Architects, to be appointed by the Developer who will authenticate the building plan for the proposed Multi storied building and obtain the proposed building plan sanctioned by the competent Municipal/Panchayet Authority or Zilla Parishad and/or any other statutory bodies provided in law having the power to sanction such building plan.
- 1.7 **BUILDING PLAN** : Shall mean such a plan of multi storied building prepared and/or authenticated by an Architect for the purpose of construction of the new building or buildings and sanctioned by the Panchayet/Municipal Authority or Zilla Parishad and/or any other competent authority empowered to sanction building plan/s within the District of North 24-Parganas, Subsequent its modification, amendment or revised building plan.
- 1.8 **TRANSFER** : with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the landowner/s as a transfer of space in the said building to the intending purchaser/s thereof.
- 1.9 **PROPERTY TO BE DEVELOPED** : ALL THAT piece and parcel of land measuring an area about **02[Two] Cottah 07[Seven] Chittack 30[Thirty] Sq.Ft.** more or less, comprised in R.S. Khatian No.2240 under R.S. Dag No.2306, corresponding to **L.R. Khatian Nos. 5875 & 5876**, under **L.R. Dag No.2306**, AND Land measuring an area about **01[One] Cottah 13[Thirteen] Chittack 00[Zero] Sq.Ft.** more or less, in R.S. Khatian No. 2239 under R.S. Dag No.2307/3131, corresponding to **L.R. Khatian No. 5875 & 5876**, under **L.R. Dag No. 2307/3131**, IN TOTAL land measuring an area about **04[Four] Cottah 04[Four] Chittack 30[Thirty] Sq.Ft.** be the same a little more or less, along with **200[Two Hundred] Sq.Ft. Tile Shed** structure standing thereon, lying and situated at **MOUZA-GOPALPUR, J.L. No. 02, Re.Su. No. 140, Touzi No. 2998** at present 10, at **Tentultala, P.S.-Narayanpur formerly Airport, Kolkata-700136**, within the local limits of Rajarhat Gopalpur Municipality, within Ward No."07", being Municipal Holding No. AS/193/BL-B/08 [as per Mutation Certificate] and being Municipal Holding No. RGM-2/193 [as per Municipal Tax receipt] now under the Bidhan Nagar Municipal Corporation, within Ward No."04", being Holding No.193, being Assessee No. 20033144239, [as per Municipal Tax receipt] in the District of District of North 24 Parganas, in the state of West Bengal, India, morefully and particularly described in the **First Schedule** hereunder written.
- 1.10 **BUILT UP AREA (For any Individual Unit)** : Here Built up area means the area covered with outer wall and constructed for the unit including fifty percent area covered by the common partition wall between two units and cent percent area covered by the individual wall for the said unit.



- 1.11 **COVERED AREA (For any Individual Unit)** : Here covered area means total build up area for any unit plus proportionate share of stairs, lobby.
- 1.12 **SUPER BUILT UP AREA (For any Individual Unit)** : Here Super Built Up area means the total covered area plus proportionate share of service area.

## **ARTICLE - II, COMMENCEMENT**

- 2.
- 2.1. This Agreement shall be deemed to have been commenced on and with effect from 27<sup>th</sup> Day of March, 2024.

## **ARTICLE - III, LANDOWNER/S RIGHT & REPRESENTATION**

- 3.
- 3.1 **Indemnified regarding Possession & Delivery:** The Landowner/s is now seized and possessed of and/or otherwise well and sufficiently entitled to the said premises/ project property in as it is condition and shall deliver physical as well as identical possession to the developer to develop the said Premises/Project.
- 3.2 **Free from Encumbrances :** The Land Owner/s also indemnify the project property is free from all encumbrances and the landowner/s have marketable title in respect of the said premises and if any dispute arises in respect of the above mentioned title of the property in that event the Land Owner/s will liable to solve the same at his/her/their own costs and expenses.

## **ARTICLE - IV, DEVELOPER'S RIGHTS**

- 4.
- 4.1 **Authority of the Developer :** The Developer shall have authority to deal with the property in terms of the agreement or to negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their allocation or acquired right under these agreement.
- 4.2 **Right of Construction:** The Landowner/s hereby grant permission, subject to what have been hereunder provided, and shall give the exclusive rights to the developer to complete the building upon the said premises in accordance with the plan sanctioned by the competent authority or the authority concern in the name of the Landowner/s with or without any amendment and/or modification thereto be made or caused to be made by the parties thereto.
- 4.3 **Documents related to the Property :** All applications, plans and other papers and documents that may be required by the developer for the purpose of obtaining necessary Sanction Plan from the competent authority or the authority concern shall be prepared and submitted by the developer on behalf of the landowner/s and the landowner/s shall sign all such plans, application, other papers and documents as and when necessary and all costs expenses including plan sanctioning costs will be borne by the developer and all Photocopy of Documents in respect of the land handed over to the Landowner/s by the Developer after obtaining the Sanctioned building plan and thereafter the said all the original documents and papers in respect of the said project shall handover by the developer to the Association of the building after completion of the said Project.
- 4.4 **Construction Cost :** That the Developer shall carry total construction work of the proposed building at their/it's own costs & expenses and will take the sale proceeds of the Developer's Allocation exclusively.



- 4.5 **Booking of Agreement For Sale** : Booking from intending purchaser/s for Developer's Allocation as per terms of Development Agreement the said possession area will be taken by the developer and the agreement for sale with the intending purchaser/s will be signed by the Developer and on behalf of the Landowner/s by virtue of a Registered Power of Attorney as constituted attorney. All the sales consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in favour of their own names but without creating any liability to the Land Owner/s.
- 4.6 **Selling Rate** : The selling rate of the Developer's Allocation will be fixed by the Developer itself without taking any permission or consultation with the Landowner/s herein.
- 4.7 **Profit & Loss** : The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Owner's Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
- 4.8 **Possession to the Land Owner/s** : On completion of the Project the developer will immediate handover undisputed vacant possession in habitable condition after execution of supplementary development agreement for specific owner's allocation to the owner/s together with all rights of the common facilities and amenities having been completed in all respect as agreed hereunder to the owner/s with Possession Letter within 36(Thirty Six) months from the date of from the date of execution of this agreement and if necessary time required then time will be automatically extended another six months and for the purpose of sanctioned building plan if some portion of land is required for gift for the purpose of road in that event land owner will doing the same to the said authority concern.
- 4.9 **Possession to the Intending Purchaser/s** : when the selling units are ready for giving possession to the intending purchaser/s, possession letters will be signed by the Developer through the representatives and/or Power of Attorney holders of the Landowner/s.
- 4.10 **Deed of Conveyance/s** : The Deed of Conveyance of Developer's Allocation will be signed by the Developer on behalf of and as representatives and registered Power of Attorney Holders of the Landowner/s, and the Landowner/s indemnified will also sign as confirming party, if needed.
- 4.11 **Construction Cost & Liabilities** : All construction cost will be borne by the developer and no liability on account of construction cost will be charged from The Owner's Allocation.

#### **ARTICLE - V. CONSIDERATION**

- 5.
- 5.1 **Permission** : The Developer has agreed to build the said proposed building at its own costs and expenses as per sanctioned and on construction and landowner/s shall not be required to contribute any sums towards the construction of the said building or buildings on the said premises and the developer have agreed to provide the landowner/s space to define in Owner's Allocation.
- 5.2 In consideration of the landowner/s having agreed to grant exclusive right for developing the said premises in addition to the Owner's Allocation as herein provided, as mentioned earlier.
- 5.3 The Developer has agreed to make and bear several necessary expenses as consideration for the purpose of development of the said premises and/or this development agreement and such consideration for all practical purposes on the



part of the Developer without any right of reimbursement from the owners as follows:-

- (a) Space allocation to the landowner.
- (b) Costs, charges and expenses incurred for construction erection and completion of the said new building at the said premises.
- (c) Costs, charges and expenses incurred for engagement of Engineers, if any and also sewerage, drainage and other connections.
- (d) Fees payable to Architect and/or the Engineers as also fees payable to the competent authority or the authority concern for the purpose of obtaining necessary permission of sanction for sewerage, drainage and water connection.
- (e) Legal expenses incurred and paid for this Development Agreement and all other expenses and charges for the purpose of development of the said premises.
- (f) Cost of supervision of construction of the Owner's Allocation of the said premises.

- 5.4 The landowner/s have agreed to grant exclusive rights for developing the said premises in term of these presents the developer has agreed, undertaken to build the said building at it's own costs and expenses and the landowner/s shall not be required to contribute any sum towards for construction of the said building and or development of the land.

#### **ARTICLE - VI. PROCEDURE**

6.  
6.1. **Procedure :** The landowner/s shall grant to the developer, a Registered Power of Attorney as may be required for the purpose of obtaining sanction plan and all necessary permission and further sanction from different authorities in connection with the construction of the building/project and also for pursuing and following up the matter with the competent authority or the authority concern and other authorities and also for selling, transferring and conveying Developer's Allocation and for executing deed of conveyance and handing over physical as well as legal and identical position of the Developer's Allocation to the intending purchaser/purchasers.

#### **ARTICLE-VII. DEALING OF SPACE IN THE BUILDING**

7.  
7.1 **Exclusive Power of Dealings of Land Owner/s :** The landowner/s shall be entitled to transfer or otherwise deal with Owner's Allocation in the said building/block after taking possession from the Developer and the Developer shall not have any right to interfere or disturb the quite and peaceful possession of the Owner's Allocation.
- 7.2 **Exclusive power of Dealings of Developer :** The Developer shall exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective to the landowner/s and the landowner shall not have any right to interfere or disturb the quiet and peaceful possession of the Developer's Allocation.
- 7.3 In so far as necessary all dealing by the Developer's in respect of the building including Agreement for Sale or any kind of transfer receiving advance money concerning Developer's Allocation shall be in the name of the landowner for which purpose of the landowner shall undertake to give the developer or the Developer's agent, a Registered General Power of Attorney in a form and manner required by the Developer. It being understood that such dealing shall not in any manner fasten or create any financial liability upon the landowner/s.



take habitable possession of the Land Owner's Allocation in the building if there is no dispute regarding the completion of the building in term of the agreement and according to the specification and plan thereof, and certificate of the Architect/ L.B.S. or the authority being provided to that effect.

- 10.3 **Payment of Panchayet / Municipal Taxes & Other Taxes:** The landowner/s and the developer shall punctually and regularly pay for their respective allocations of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the landowner/s and developer.
- 10.4 **Share of Common Expenses & Amenities :** As and from the date of delivery of possession to be received, the landowner/s shall also be responsible to pay and bear and shall pay to the Developer/Flat Owners Association the service charges for the common facilities in the new building payable in respect of the Owner's Allocation and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time Provided.
- 10.5 The landowner/s shall not do any act, deed or things, whereby the developer may be prevented from construction and completion of the said building.
- 10.6 The landowner or intending purchasers of individual units to be constructed, if use electricity connection from mother meter of building until permanent electric connection then he/she/they have to pay monthly usage charges as per the rate decide by the Developer.

#### **ARTICLE - XI, COMMON RESTRICTION**

11. The Owner's Allocation in the building shall be subject to the same restriction and use as applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building/project which shall include **as follows :-**
  - 11.1 Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
  - 11.2 Neither party shall <sup>23</sup>demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.
  - 11.3 Neither party shall transfer or permit to transfer of his/her/their respective allocation or any portion thereof unless(s) such party shall have observed and performed all conditions on his/her/their respective part to be observed and/or performed (n) the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in his/her/their possession.
  - 11.4 Both the parties shall abide by all laws, byelaws, rules and regulations of the Government statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws byelaws and regulation.
  - 11.5 The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or



- accommodation therein and shall keep the other of them and/or the occupation of the building indemnified from and against the consequence of any breach.
- 11.6 No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- 11.7 Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building/project or in the compound corridor or any other portion or portions of the building.

### **ARTICLE - XII, OWNERS' OBLIGATION**

12.

#### **12.1 No Interference :**

**The landowner/s hereby agrees and covenants with the developer :**

Not to cause any interference or hindrance in the construction of the building at the said premises.

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

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

- 12.2 **Land Owner's permit to Developer :** The landowner/s already shall permit the developer and its servants and agents with or without workmen and others at all reasonable times to enter into an upon the Owner's Allocation and every part thereof for the purpose of repairing, maintaining building, cleaning, lighting and keeping in order and good condition any common facility and/or for the purpose of putting down maintaining, repairing and testing drains, with other neighbor plots in that case the area of the landowner/s will be proportionate to their land ratio and on agreement the landowner/s will give identical possession of existing land and also registered Power of Attorney in favour of the developer.
- 12.3 **Warranties :** It is settled in between the parties herein that during the period of construction, if any disputes will arise regarding the title of the land in question, the costs and consequences will be borne by the landowner/s herein except the above other dispute arise the said will be solve by the developer at their own cost and expenses.

### **ARTICLE - XIII, DEVELOPER'S OBLIGATIONS**

13.

- 13.1 **Time Schedule of Handing Over Owner's Allocation :** The Developer hereby agrees and covenants with the landowner/s to complete the construction of the building within stipulated period immediately from the date of execution of Development Agreement and Power of attorney.

- 13.2 **No Violation :** The Developer hereby agrees and covenants with the landowner/s not to violate or contravenes any of the provisions of rules applicable to construction of the said building.

The Developer hereby agrees and covenants with the landowner/s not to do any act, deed or thing, whereby the landowner/s to be prevented from enjoying, selling, assigning and/or disposing of any Owner's Allocation in the building at the said premises vice versa.



The Developer shall provide amenities and fixture in the Owner's Allocation as per specification attached herewith.

In Case there is any accident in the aforesaid construction project, the developer shall be fully responsible for all the consequences of the same under the Workman Compensation Act or any other Acts in force. If the owner is ordered to attend a court or is requested or his/her/their presence is required by any other authority in this connection, he/she/they will empower the developers to attend the court/authority concerned on his/her/their behalf and the developer agrees to compensate the owners fully in case of adverse order is passed or any compensation is ordered to be paid by the owner by any court, judicial authority or any other competent authority.

#### **ARTICLE - XIV, OWNERS' INDEMNITY**

14.

- 14.1. **Indemnity** : The landowner/s hereby undertakes that the developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the developer perform and fulfill the terms and conditions herein contained and/or its part to be observed and performed and the landowner/s also maintain as per terms and norms of the project which has been settled by the developer through the Flat owners Association.

#### **ARTICLE - XV, DEVELOPER'S INDEMNITY**

15.

- 15.1. **The developer hereby undertakes to keep the landowners:**

Indemnified against third party claiming and actions arising out of any sort of act of occupation commission of the developer in relation to the construction of the said Building.

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

#### **ARTICLE - XVI, MISCELLANEOUS**

16.

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

Immediately upon the developer obtaining vacant possessions of the premises so far the developer shall be entitled to start construction if law of the land so permits otherwise shall start construction on obtaining sanction of the building plan from the competent authority.

16.2

**No Assignment** : That nothing herein contained shall be construed as a demise or an assignment or conveyance or as creating any right title or interest in respect of the said premises in favour of the Developer other than an exclusive right to the Developer to do or refrain from doing the acts and things in term hereof and to deal with the Developer's allocation as the Developer shall think fit and proper for the beneficial of his/her/their firm and also for these project.

16.3

**Not Specified Premises** : It is understood that from time to time to facilitate the construction of the building by the developer, various deeds matters and things not



hereby specified may be required to be done by the developer and for which the developer may need the authority of the landowner/s and various applications and other documents may be required to be signed or made by the landowner/s related to which specific provisions may not have been mentioned herein. The landowner/s hereby undertakes to do all such legal acts, deeds, matters and things as and when required and the landowner/s shall execute any such additional power of attorney and/or authorization as may be required by the developer for any such purposes and the landowner/s also undertake to sign and execute all such additional applications and other documents as the cause may be, provided that all acts, deeds, matters and things do not in any way infringe on the rights of the owners and/or against the spirit of these presents.

- 16.4 **Not Responsible** : The landowner/s shall not be liable or any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the developer shall be liable to make payment of the same.
- 16.5 **Process of Issuing Notice** : Any notice required to be given by the developer to the landowner/s shall without prejudice to any other mode of service available be deemed to have been served on the landowner/s if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the developer by the landowner/s if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgement to the registered office of the developer.
- 16.6 **Formation of Association** : The Developer and the Landowner/s jointly shall frame scheme for the management and the administration of the said building and/or common parts thereof. After the completion of the said Buildings/Project and receiving peaceful possession of the allocation of the, the landowners hereby agree to abide by all the rules and regulations to be framed by any society/association /holding organization and/or any other organization, who will be in charge or such management of the affairs of the buildings/project and/or common parts thereof and hereby given their consent to abide by such rules and regulations.
- 16.7 **Affidavit** : That any affidavit is required before the First Class Magistrate oath by declaring/owner for no mortgage and/or sold the schedule mentioned property.
- 16.8 **Name of The Building** : The name of the building shall be select by the developer.
- 16.9 **Right to Borrow Fund** : The developer shall be entitled to borrow money at their own risk and responsibility from any Bank/s or any financial authority/institution without creating any financial liability of the landowner or effecting his/her/their estates and interest in the said premises it being expressly agreed and understood that in no events the landowner/s nor any of their estate shall be responsible and/or be made liable for payment of any due to such bank or banks and the developer shall keep the landowner indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
- 16.10 **Responsible** : As and from the date of completion of the building the developer and/or its transferees and the landowner/s and/or their transferees shall be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes & outgoing payable in respect of their respective spaces.
- 16.11 **Documentation** : The original Title Deeds and other original documents related to the said premises will be under the custody of the Developer herein and the same will be handed over by the Land Owner/s to the Developer at the time of execution of this agreement and the Developer will provide photocopies of the same to the Owners and the prospective Purchaser of the owner's allotted share of flat/s,



shop/s, car parking space/s shall be at liberty to inspect the same as and when required. The Developer will render or undertake to produce the original Title Deeds before the authority/authorities or the intending purchaser/s as and when required. The Developer also undertakes to allow inspection of the said Title Deeds to the Land Owner's or its/purchaser/s or the Bank or any other financial authority concern or their agents as and when required and all the original papers in respect of the said land shall be deposited to the association after completion of the new proposed building.

- 16.12 **Disputes:** If any dispute arises regarding title or papers during the period of construction, the Land Owner's will take all responsibility and/or liabilities including expenses required for the same AND the developer will finish the project by all good quality materials, but if any dispute arise during the construction period the developer herein liable to solve the same.
- 16.13 **Specifications of Construction:** The proposed building to be constructed by the developer shall be made in accordance with the specification morefully and particularly mentioned and described in the Fourth Schedule hereinafter written.

#### **ARTICLE - XVII, FORCE MAJEURE**

- 17.
- 17.1. The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.
- 17.2. Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil, commotion, strike and/or any other act of commission beyond the reasonable control of the parties hereto.

#### **ARTICLE - XVIII, DISPUTES**

18. Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (Collectively Disputes), shall be referred to the Arbitral Tribunal and finally resolved by arbitration under the Arbitration & Conciliation Act, 1996, with modification made from time to time in English Languages and character only. In this regard, the parties irrevocably agrees that.

**Constitution of Arbitral Tribunal :** The Arbitral Tribunal shall consist of one arbitrator, who shall be an advocate, to be nominated jointly by the Legal Advisor of the Developer and the Land Owner/s.

**Place :** The Place of Arbitration shall be under the absolute jurisdiction.

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

#### **ARTICLE - XIX, JURISDICTION**

19. In Connection with the aforesaid arbitral or legal proceedings under the District Judges Court of North 24-Parganas and High Court at Kolkata shall have the Jurisdiction to entertain and determine all actions suits and proceedings arising out of these presents between the parties hereto.



**THE FIRST SCHEDULE ABOVE REFERRED TO**

(Description of the of Land of Sri. Suman Nanda and Sri. Asim Nanda)

ALL THAT piece or parcel of Land measuring an area about 04[Four] Cottah 04[Four] Chittack 30[Thirty] Sq.Ft. be the same a little more or less in the following manner :-

R.S. Dag No.	R.S. Kha. No.	L.R. Dag No.	L.R. Kha. No.	Nature of Land	Name of Owner	Land Area Ka-Ch-Sq.Ft.
2306	2240	2306	5875	Bastu	Asim Nanda	01-03-37.50
2306	2240	2306	5876	Bastu	Suman Nanda	01-03-37.50

-----  
**02 Ka-07 Ch-30 Sq.Ft.**  
 -----

2307/3131	2239	2307/3131	5875	Bastu	Asim Nanda	00-14-22.50
2307/3131	2239	2307/3131	5876	Bastu	Suman Nanda	00-14-22.50

-----  
**01 Ka-13 Ch-00 Sq.Ft.**  
 -----

Along with 200 [Two Hundred] Sq.Ft. Tile Shed structure standing thereon, lying and situated at **MOUZA-GOPALPUR**, J.L. No. 02, Re.Su. No. 140, Touzi No. 2998 at present 10, at **Tentultala, P.S.-Narayanpur formerly Airport, Kolkata-700136**, within the local limits of Rajarhat Gopalpur Municipality, within Ward No."07", being Municipal Holding No. AS/193/BL-B/08 [as per Mutation Certificate] and being Municipal Holding No. RGM-2/193 [as per Municipal Tax receipt] now under the Bidhan Nagar Municipal Corporation, within Ward No."04", being **Holding No.193**, being **Assessee No. 20033144239**, [as per Mutation Certificate] in the District of District of North 24 Parganas, in the state of West Bengal, India, which is butted and bounded as follows :-

On the North By	:-	30'-00" wide Municipal Road;
On the South By	:-	Land of R.S./L.R. Dag Nos. 2307/3128 & 2306/3132;
On the East By	:-	Land of R.S./L.R. Dag No. 2306;
On the West By	:-	12'-00" wide Road;

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**LANDOWNER'S ALLOCATION** : The landowner/s hereto in consideration of allowing the Developer to develop the said premises as stated in the First Schedule herein above by raising the construction of proposed multi storied building in accordance with the sanctioned plan to be sanctioned by the competent authority or the authority concern over and above the same will be entitled to have the allocation in the manner as follows;

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

1. Owners will get total 43% constructed area as per sanctioned building plan, including Staircase, Lift, Lobby area of proposed multistoried building and the said area will be settled by a separate Supplementary Development Agreement in the form of self-contained, independent, habitable conditioned of flats, Shop and Car Parking Spaces and Units to be construct as per sanctioned building plan, amended thereto and



subsequent revised sanctioned building plan with standard quality of building raw materials and accessories with modern facilities and amenities as per the specifications embodied herein and subsequent variations or changes, if any thereto in respect of the owner's allocation. Subject to mutual discussion by and between the Land Owner/s and Developer herein and apart from this developer shall pay refundable interest free security deposit of **Rs. 10,00,000/- [Rupees Ten Lakh]** Only to the Land Owners at the time of execution of this agreement and the said refundable security money, which will be returned to the Developer by the Land Owner/s at the time of handing over vacant possession of the **Owner's Allocation** of the proposed building or buildings and the said Owner's Allocation will be specifically mentioned by Supplementary Agreement.

2. The aforesaid Land Owner's allocated Flats and car parking spaces will be in habitable condition including undivided proportionate and impartible share of the land, common facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all their amenities and facilities as mentioned in the fourth schedule hereunder written and before booking of the flat & others the developer will be decided the proper allocation of owner allocation habitable conditions together with all other common facilities of the said proposed building.
3. It is also settled that except the Owner's Allocation as described above the Owner's will not get any area for the construction for the multi storied building so to be constructed by the Developer on the land in question. The other areas will be the exclusive consideration of the Developer.
4. It is also settled that on agreement, the Land Owner/s will give identical possession of existing land and also registered Power of Attorney in favour of the developer for acting in accordance with the clauses and powers delivered to the developer by the landowner/s.
5. The Land owner/s will also give permission to amalgamate his/her/their plot/s with other neighbor plots and the land owner/s shall handover the project property after execution of this Agreement to the developer for the promotion of land.

### **THE THIRD SCHEDULE ABOVE REFERRED TO**

**(Developer's Allocation)**

**DEVELOPER'S ALLOCATION** : Shall mean save and except the Owner's Allocation as mentioned herein above all the remaining constructed area of the proposed Multi Storied building, after providing the owner's allocation as aforesaid and together with the absolute right of the part of the developer to enter into agreement for sale with intending purchaser/purchasers teamsters, by the mode of transfer of property act and/or lease, let out, or in any manner may with the same.

### **THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(SPECIFICATION OF WORK)**

1. **STRUCTURE** : RCC foundation and framed structure for multi-storied building as per Architectural and Structural design calculation sheet as approved by authority concern;
2. **Brick work & Plastering** : Outer wall will be 5" thick, main wall and partition wall will be 3" thick with H.B. Netting and all inside and outside wall will be finished with cement plaster.



3. **Floors :** Entire building Floor will be vitrified tiles and 4'-00" height skirting shall be provided.
4. **Door and Frames :** Door's Frames are made of standard Wooden frames and approved quality. Main door and inside doors will be of Flush Door and shutters will be commercial solid type flush fitted with ring D handled and tower bolt, stopper, buffer and hsp bolt, 2'-0" PVC door for bath and privy.
5. **Windows :** approved quality glazed Aluminum Sliding windows with integrated grills including 3 mm Glass panels.
6. **Kitchen :** The Kitchen table top is made of 2'-6" wide Black Stone. Ceramic Tiles are fitted on the back side wall of tables and sink upto 1'-9" height from the table top level and Kitchen will be provided with 1 (One) points of CP Bip Cock/Stop Cock/Pillar Cock and CP waste of good quality branded.
7. **Toilet :** Two Western type commode in toilets and one shower and two bib cock of ISI standard quality tap, with ceramic tiles [12" x 18"] upto 5'-0" high.
8. **Drawing/Dining :** One Basin provided in the Drawing-cum-Dining Room.
9. **Water Supply :** All internal water lines are concealed of PVC pipes. Outside water pipe lines are high density PVC Deep tube well is provided for water supply and stored in over head tank or 24 hours.
10. **Electrical Works :**  
All electric wiring are concealed throughout the Flats and two light points, one fan points and one 5 Amp Plug Point are provided in each Bed Rooms, one AC point in one Bed Room;  
One 15 Amp Plug Point, One Light Point and One exhaust fan point are provided in Kitchen;  
One Light point and One fan point, one TV Point and One Refrigerator point are provided in Drawing-cum-Dining Room;  
One light point and one exhaust fan point are provided in each Bath Room, one geyser point in one Bath Room;  
One Calling bell point at the main entrance of the Flat;
11. **Painting and Finishing :** Outer side of the walls and common area of the building will be finish with two coats suitable colour painting and the flat and covered space will be finished with Good quality Putty. All Doors and Windows, Grills, Pumps, etc will be painted with primer.
12. **COMMON COST :-** Land Owner and intending purchaser/s shall pay Rs.1,00,000/- (Rupees One Lakh) only, for proportionate transformer cost of each flat (if the owner will sell their allotted flat in that event owners will pay the said proportionate transformer charges to the developer) and the Owner shall also pay the Maintenance Charge @ Rs. 1.20 P. per Sq.Ft. per month to the Developer after taking the possession of the above-mentioned Flats/Units till handing over of building or formation of association.

**Extra Works :** Any extra work other than standard specification shall be Charged extra and such amount shall be deposited before the execution of such work will be charged extra.

**Extra Cost to be paid by the Land Owners/Purchaser to the Developer:**

Air Conditioner Point .....	Decided my mutually.
Extra Geyser Point .....	Decided my mutually.
For Fifteen Ampere or any Plug Point .....	Decided my mutually.



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

**SIGNED, SEALED AND DELIVERED**

by the **OWNER/S** at Kolkata  
in the presence of :

1) Suman Nanda.

2) Anam Nanda

**SIGNATURE OF THE LAND OWNER/S**  
**ANANDOMOYEE CONSTRUCTION**

**SIGNED, SEALED AND DELIVERED**

by the **DEVELOPER** at Kolkata  
in the presence of :

Rudh G. P. S.

Sandip Roy

**Partner**

**SIGNATURE OF THE DEVELOPER**


**WITNESSES:-**

1. Subhankar Dalai  
1. K. S. Roy Road,  
Kol - 700001.
2. Srikes Nanda.  
Narayanpur,  
Kol - 136

**Composed By**

  
**Subhankar Dalai**  
Kalkhali, Kolkata-700052

✓ Drafted and Prepared by me as  
per the information's and  
instructions given by the parties.

  
**[TANAYENDRA ROY]**  
**Advocate**  
High Court Calcutta.

23-11/24



## RECEIPT

**RECEIVED Rs. 10,00,000/- (Rupees Ten Lakh)** Only on and from the within named developer towards the refundable security money of this agreement stated in the Memo of Consideration in the manner as follows :-

MEMO OF CONSIDERATION				
DATE	BANK	BRANCH	CHEQUE/NEFT/DD / IMPS/RTGS NO.	AMOUNT (Rs.)
26.02.2024	Indian Bank	Bablatala	451555	Rs. 2,50,000/-
16.03.2024	Indian Bank	Bablatala	451557	Rs. 2,50,000/-
26.03.2024	Indian Bank	Battala Br.	IDIBR52024032638211079	Rs. 2,50,000/-
26.03.2024	Indian Bank	Battala Br.	IDIBR52024032638211228	Rs. 2,50,000/-
(Rupees Ten Lakh) only.			Total = Rs. 10,00,000/-	

1) Suman Nanda.

2) Arun Nanda

(SIGNATURE OF THE LAND OWNER/S)

**WITNESSES:-**

1. Sulab Nanda

2. Srikes Nanda.



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



192023240438532098

GRN Details

GRN:	192023240438532098	Payment Mode:	SBI Epay
GRN Date:	27/03/2024 11:16:29	Bank/Gateway:	SBIePay Payment Gateway
BRN :	5815728728339	BRN Date:	27/03/2024 11:16:51
Gateway Ref ID:	0206778247	Method:	Kotak Mahindra Bank NB
GRIPS Payment ID:	270320242043853208	Payment Init. Date:	27/03/2024 11:16:29
Payment Status:	Successful	Payment Ref. No:	2000786498/3/2024

[Query No\*/Query Year]

Depositor Details

Depositor's Name:	Ms ANANDOMOYEE CONSTRUCTION
Address:	Salua A700zad Hind Garh, P.S.-Airport, Kolkata-700136
Mobile:	8335945321
Email:	royasociates17@gmail.com
Period From (dd/mm/yyyy):	27/03/2024
Period To (dd/mm/yyyy):	27/03/2024
Payment Ref ID:	2000786498/3/2024
Dept Ref ID/DRN:	2000786498/3/2024

2-808/2024

Payment Details


Sl. No.	Payment Ref No.	Head of A/C Description	Head of A/C	Amount (₹)
1	2000786498/3/2024	Property Registration- Stamp duty	0030-02-103-003-02	6521
2	2000786498/3/2024	Property Registration- Registration Fees	0030-03-104-001-16	10021
Total				16542

IN WORDS: SIXTEEN THOUSAND FIVE HUNDRED FORTY TWO ONLY.







## SPECIMEN FORM FOR TEN FINGER PRINTS

 <b>Suman Nanda.</b>	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB
	RIGHT HAND	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER


SIGNATURE Suman Nanda.

 <b>Anu Nanda</b>	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB
	RIGHT HAND	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

SIGNATURE Anu Nanda

 <b>Ravi Gupta</b>	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB
	RIGHT HAND	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

SIGNATURE Ravi Gupta

 <b>Sandip Singh</b>	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB
	RIGHT HAND	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

SIGNATURE Sandip Singh



DATED THIS 27<sup>TH</sup> DAY OF MARCH, 2024

**B E T W E E N**

MR. SUMAN NANDA;  
MRS. ASIM NANDA;

..... LAND OWNER/S.

AND

"M/S. ANANDAMOYEE CONSTRUCTION",

..... DEVELOPER.

**DEVELOPMENT AGREEMENT**

**Description of the Property**

LAND :- 04Ka.-04Ch.-308sq.Ft  
MOUZA :- GOPALPUR,  
L.R. Dag :- 2306 & 2307/3131;  
L.R. Kha Nos :- 5875 & 5876;  
Structure :- 200 Sq.Ft.

ADD :- NIRANJAN PALLY NARAYANPUR, P.O.-  
R.GOPALPUR, P.S.-AIRPORT, KOLKATA-  
700136, DIST. NORTH 24 PARGANAS,  
W.B. INDIA.

*Drafted and Prepared by*

**[TANAYENDRA ROY &  
ASSOCIATES (ADVOCATES)]**

**HIGH COURT CALCUTTA**

Chamber : Gr. Floor, "Simran  
Apartment", Chiribagan Kaikhali,  
Kolkata-700052, N-24 Pgs. W.B.

E-mail : royassociates17@gmail.com  
☎ 9830347315 (W) / 9830387315 (W)  
☎ 8335945321 (W)





### Major Information of the Deed

Deed No. :	I-1504-00808/2024	Date of Registration :	27/03/2024
Query No / Year	1504-2000786498/2024	Office where deed is registered	
Query Date	22/03/2024 2:10:41 PM	A.D.S.R. BIDHAN NAGAR, District: North 24-Parganas	
Applicant Name, Address & Other Details	T ROY High Court Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8335945321, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]		
Set Forth value	Market Value		
Rs. 21,00,000/-	Rs. 34,99,000/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 7,021/- (Article:46(g))	Rs. 10,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: North 24-Parganas, P.S:- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Tentultala (gopalpur), Mouza: Gopalpur, Ward No: 04, Holding No:139 JI No: 2, Touzi No: 10 Pin Code : 700136

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	Set Forth Value (in Rs.)	Market Value (in Rs.)	Other Details
L1	LR-2306 (RS :- )	LR-5875	Bastu	Bastu	1 Katha 3 Chatak 37.5 Sq Ft	6,00,000/-	9,81,750/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road, Last Reference Deed No :1504-I -06881-2006
L2	LR-2306 (RS :- )	LR-5876	Bastu	Bastu	1 Katha 3 Chatak 37.5 Sq Ft	6,00,000/-	9,81,750/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road, Last Reference Deed No :1504-I -06881-2006
L3	LR-2307/3131 (RS :- )	LR-5875	Bastu	Bastu	14 Chatak 22.5 Sq Ft	4,00,000/-	7,17,750/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road, Last Reference Deed No :1504-I -06881-2006









L4	LR-2307/3131 (RS :- )	LR-5876	Bastu	Bastu	14 Chatak 22.5 Sq Ft	4,00,000/-	7,17,750/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road, Last Reference Deed No :1504-I -06881-2006
<b>TOTAL :</b>					7.0812Dec	20,00,000 /-	33,99,000 /-	
<b>Grand Total :</b>					7.0812Dec	20,00,000 /-	33,99,000 /-	

#### Structure Details :

Sch No	Structure Details	Area of Structure	Selforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2, L3, L4	200 Sq Ft.	1,00,000/-	1,00,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
<b>Total :</b>		200 sq ft	1,00,000 /-	1,00,000 /-	

#### Land Lord Details :

S. No	Name	Address	Photo	Finger print	Signature
1	<b>Shri SUMAN NANDA</b> Son of BYOMKES NANDA Executed by: Self, Date of Execution: 27/03/2024 Admitted by: Self, Date of Admission: 27/03/2024 ,Place : Office	Labanya Narayanpur Tentultala, City:- Not Specified, P.O:- R Gopalpur, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136 Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India , PAN No.: AFxxxxxx2P, Aadhaar No: 98xxxxxxxx7801, Status :Individual, Executed by: Self, Date of Execution: 27/03/2024 , Admitted by: Self, Date of Admission: 27/03/2024 ,Place : Office	 27/03/2024	 Captured LTI 27/03/2024	 27/03/2024
2	<b>Shri ASIM NANDA</b> Son of BYOMKES NANDA Executed by: Self, Date of Execution: 27/03/2024 Admitted by: Self, Date of Admission: 27/03/2024 ,Place : Office		 27/03/2024	 Captured LTI 27/03/2024	 27/03/2024









Labanya, Narayanpur Tentultala, City:- Not Specified, P.O:- R Gopalpur, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ADxxxxxx4L, Aadhaar No: 51xxxxxxxx0776, Status :Individual, Executed by: Self, Date of Execution: 27/03/2024, Admitted by: Self, Date of Admission: 27/03/2024, Place : Office

#### Developer Details :

Sl No	Name	Address	Photo	Finger print and Signature
1	<b>ANANDOMOYEE CONSTRUCTION</b>	Salua Azad Hind Garh, Sarada Bhaban, Ground Floor, 274, City:- Not Specified, P.O:- R Gopalpur, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136, PAN No.: ABxxxxxx8Q, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative		

#### Representative Details :

Sl No	Name	Address	Photo	Finger Print	Signature
1	<b>Mr RAJU GUPTA</b> (Presentant) Son of Late DEBASISH GUPTA Date of Execution - 27/03/2024, , Admitted by: Self, Date of Admission: 27/03/2024, Place of Admission of Execution: Office	20, Rabindranagar, City:- Not Specified, P.O:- R Gopalpur, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AYxxxxxx5N, Aadhaar No: 51xxxxxxxx8379 Status : Representative, Representative of : ANANDOMOYEE CONSTRUCTION (as Partner)	 Mar 27 2024 2:57 PM	 Captured LT1 27/03/2024	 27/03/2024
2	<b>Mr SANDIP DEY</b> Son of DILIP DEY Date of Execution - 27/03/2024, , Admitted by: Self, Date of Admission: 27/03/2024, Place of Admission of Execution: Office	Vill-Purbachal, Tentultala, City:- Not Specified, P.O:- R Gopalpur, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: BWxxxxxx8Q, Aadhaar No: 80xxxxxxxx3891 Status : Representative, Representative of : ANANDOMOYEE CONSTRUCTION (as Partner)	 Mar 27 2024 2:58 PM	 Captured LT1 27/03/2024	 27/03/2024



# Identifier Details :

Name	Photo	Finger Print	Signature
<b>Miss UPALI ADHIKARI</b> Daughter of Mr. GOUTAM ADHIKARI Kaikhal, City:- Not Specified, P.O:- Airport, P.S:-Airport, District:-North 24- Parganas, West Bengal, India, PIN:- 700052		 Captured	
	27/03/2024	27/03/2024	27/03/2024
Identifier Of Shri SUMAN NANDA, Shri ASIM NANDA, Mr RAJU GUPTA, Mr SANDIP DEY,			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Shri ASIM NANDA	ANANDOMOYEE CONSTRUCTION-2.04531 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Shri SUMAN NANDA	ANANDOMOYEE CONSTRUCTION-2.04531 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Shri ASIM NANDA	ANANDOMOYEE CONSTRUCTION-1.49531 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Shri SUMAN NANDA	ANANDOMOYEE CONSTRUCTION-1.49531 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Shri SUMAN NANDA	ANANDOMOYEE CONSTRUCTION-100.00000000 Sq Ft
2	Shri ASIM NANDA	ANANDOMOYEE CONSTRUCTION-100.00000000 Sq Ft

## Land Details as per Land Record

District: North 24-Parganas, P.S:- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Tentulata (Gopalpur), Mouza: Gopalpur, Ward No: 04, Holding No:139 JI No: 2, Touzi No: 10 Pin Code : 700136

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2306, LR Khatian No:- 5875	Owner: অসিম নন্দা, Gurdian: অসিম নন্দা , Address: নাজমুল হুদা রোড নম্বর-১৩৯, Classification: বঙ্গ, Area: 0.02000000 Acre,	Shri ASIM NANDA
L2	LR Plot No:- 2306, LR Khatian No:- 5876	Owner: সুমন নন্দা, Gurdian: অসিম নন্দা , Address: নাজমুল হুদা রোড নম্বর-১৩৯, Classification: বঙ্গ, Area: 0.02000000 Acre,	Shri SUMAN NANDA
L3	LR Plot No:- 2307/3131, LR Khatian No:- 5875	Owner: অসিম নন্দা, Gurdian: অসিম নন্দা , Address: নাজমুল হুদা রোড নম্বর-১৩৯, Classification: বঙ্গ, Area: 0.02000000 Acre,	Shri ASIM NANDA



L4	LR Plot No:- 2307/3131, LR Khatian No:- 5876	Owner:सुमन नन्दा, Gurdian:श्रीमानसुमन , Address:मजराबनपुराई बंधुनगराई बन्दि-136, Classification:बाग, Area:0.01000000 Acre,	Shri SUMAN NANDA
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On 27-03-2024

**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 14:49 hrs on 27-03-2024, at the Office of the A.D.S.R. BIDHAN NAGAR by Mr RAJU GUPTA.

**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 34,99,000/-

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

Execution is admitted on 27/03/2024 by 1. Shri SUMAN NANDA, Son of BYOMKES NANDA, Labanya Narayanpur Tentultala, P.O: R Gopalpur, Thana: Airport, North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by Profession Professionals, 2. Shri ASIM NANDA, Son of BYOMKES NANDA, Labanya, Narayanpur Tentultala, P.O: R Gopalpur, Thana: Airport, North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by Profession Business

Indetified by Miss UPALI ADHIKARI, . . Daughter of Mr GOUTAM ADHIKARI, Kaikhali, P.O: Airport, Thana: Airport, North 24-Parganas, WEST BENGAL, India, PIN - 700052, by caste Hindu, by profession Private Service

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

Execution is admitted on 27-03-2024 by Mr RAJU GUPTA, Partner, ANANDOMOYEE CONSTRUCTION (Partnership Firm), Salua Azad Hind Garh, Sarada Bhaban, Ground Floor, 274, City:- Not Specified, P.O:- R Gopalpur, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136

Indetified by Miss UPALI ADHIKARI, . . Daughter of Mr GOUTAM ADHIKARI, Kaikhali, P.O: Airport, Thana: Airport, North 24-Parganas, WEST BENGAL, India, PIN - 700052, by caste Hindu, by profession Private Service

Execution is admitted on 27-03-2024 by Mr SANDIP DEY, Partner, ANANDOMOYEE CONSTRUCTION (Partnership Firm), Salua Azad Hind Garh, Sarada Bhaban, Ground Floor, 274, City:- Not Specified, P.O:- R Gopalpur, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136

Indetified by Miss UPALI ADHIKARI, . . Daughter of Mr GOUTAM ADHIKARI, Kaikhali, P.O: Airport, Thana: Airport, North 24-Parganas, WEST BENGAL, India, PIN - 700052, by caste Hindu, by profession Private Service

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs-10,021.00/- ( B = Rs 10,000.00/- , E = Rs 21.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 10,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/03/2024 11:16AM with Govt. Ref. No: 192023240438532098 on 27-03-2024, Amount Rs: 10,021/-, Bank: SBI EPay ( SBIPay), Ref. No. 5815728728339 on 27-03-2024, Head of Account 0030-03-104-001-16

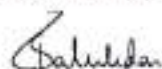
**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 500.00/-, by online = Rs 6,521/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 38801, Amount: Rs.500.00/-, Date of Purchase: 11/03/2024, Vendor name: Soumitra Chanda

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/03/2024 11:16AM with Govt. Ref. No: 192023240438532098 on 27-03-2024, Amount Rs: 6,521/-, Bank: SBI EPay ( SBIPay), Ref. No. 5815728728339 on 27-03-2024, Head of Account 0030-02-103-003-02



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



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1504-2024, Page from 34193 to 34224  
being No 150400808 for the year 2024.



*Sukanya*

Digitally signed by SUKANYA TALUKDAR  
Date: 2024.04.03 17:49:05 +05:30  
Reason: Digital Signing of Deed.

(Sukanya Talukdar) 03/04/2024

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