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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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 16/08/24  
 02:00 P.M.  
 9-2-2197334/24

ADSP Sodepur  
 North 24 Parganas

16 AUG 2024

**DEVELOPMENT AGREEMENT CUM  
DEVELOPMENT POWER OF ATTORNEY**

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

**DEVELOPMENT AGREEMENT CUM  
DEVELOPMENT POWER OF ATTORNEY** made  
 this 16<sup>th</sup> day of August 2024 (Two thousand  
 and Twenty Four)

Contd..... 2

  
 ADSP Sodepur  
 North 24 Parganas

16 AUG 2024

2413 13-08-2024 1000/-

তারিখ: 13-08-2024  
মূল্য: 1000/-  
দেওয়ান নাম ও পিতা:   
দেওয়ান ডেপুটি মাস্টার  
বিধান নম্বর: সল্টলেক সড়ি 15 ডি এস আর ও  
মেট্রো স্ট্যান্ডার্ড ক্রয় ও:  
চালান নং: মেট্রো কও টাকার খরিদ  
ফিরো-বারাকপুর, ডেপুটি-মিতা দত্ত

Madhusudan Bhalla Sanja  
Advocate High Court Cal

*(Signature)*

22 JUL 2024

898000

DEVELOPMENT AGREEMENT  
POWER OF ATTORNEY



Madhab Achary  
S/O - Sri Tonak Achary  
Sodepur, North 24 Parganas  
KOL-70113

*(Signature)*

ADSR Sodepur  
North 24 Parganas

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**B E T W E E N**

**1. SMT. PURNIMA SARKAR**, PAN BTIPS0018Q, wife of Sri Keshab Sarkar, **2. SMT. JHUMA SARKAR**, PAN GVZPS8880L, wife of Sri Biswajit Sarkar, both by faith - Hindu (Indian), by occupation : Housewife, both are residing at : Kalyan Nagar, P.O. Kalyan Nagar via Pansila, P.S. Khardah, Dist - North 24 Parganas, Kolkata - 700112, hereinafter referred and called as the "**LAND OWNERS/VENDORS**" (which expression shall unless excluded by repugnant to the subject or context be deemed to mean and include their legal heirs, executors, administrators and/or assigns etc.) of the **FRIST PART**.

**A N D**

**ASTHA DEVELOPER**, PAN ABWFA8366Q, a partnership firm having its office at : 21, Chowdhury Para Road, P.O. Rahara, P.S. Khardah at present Rahara, Dist - North 24 Parganas, Kolkata - 700118, being represented by its partners namely **1. SMT. GARGI BHOWMIK**, PAN BGKPB2497M, wife of Pratik Biswas, by faith - Hindu (Indian), by occupation : Business, residing at : 21, Chowdhury Para Road, P.O. Rahara, P.S. Khardah at present Rahara, Dist - North 24 Parganas, Kolkata - 700118, **2. MAFIJUL ISLAM**, PAN ACGPI1305Q, son of Abdul Khalek, by faith - Muslim (Indian), by occupation : Business, residing at : Ishwaripur, P.O. Surjopur,



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P.S. Khardah at present Rahara, Dist - North 24 Parganas, Kolkata - 700121, hereinafter called and referred to as the **DEVELOPERS** (which expression shall unless excluded by repugnant to the subject or context be deemed to mean and include its successors-in-office, executors, administrators and/or assigns etc.) of the **SECOND PART**.

**WHEREAS** the land owners herein got and acquired a plot of land measuring 3 (three) Chhittaks 19 (nineteen) sft. in R.S. Dag No. 1567 and land measuring 3 (three) Cottahs 3 (three) Chhittaks 33 (thirty three) sft. in R.S. Dag No. 1570 thus total land measuring 3 (three) Cottahs 7 (seven) Chhittaks 7 (seven) sft. alongwith pucca two storied structure thereon lying and situated at : Mouza : Bandipur, J.L. No. 17, R.S. No. 90, Touzi No. 227, contained in R.S. Khatian No. 1562, within the limits of Khardah Municipality, P.S. Khardah, Dist - North 24 Parganas from Smt. Sandhya Sarkar alias Sandhya Rani Sarkar by virtue of a registered Deed of Gift Being No. 152404190, recorded in Book No. I, Volume No. 1524-2015, written in pages 38756 to 38775 and the same was registered at A.D.S.R.O. Sodepur dated 18/05/2015.

**AND WHEREAS** after acquiring the abovesaid property the land owners herein became the joint owners and co-sharers of the



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abovesaid property and they recorded their names in the records of L.R. Settlement in L.R. Dag Nos. 1567 & 1570 and L.R. Khatian Nos. 6273 (in the name of Purnima Sarkar and 6272 (in the name of Jhuma Sarkar) and they also mutated their names in the records of Khardah Municipality and they have been seizing, possessing and enjoying the same with absolute right, title and interest and without any encumbrances from any corner whatsoever till date.

**AND WHEREAS** the abvonamed owners of the First Part have given an offer to the party of the second part urging him thereby to develop a multistoried building on the above said plot of land measuring 3 (three) Cottahs 7 (seven) Chhittaks 7 (seven) sft. alongwith structure thereon which is morefully and particualrly described in the First Schedule hereunder written at its own cost and in pursuance of the building plan as would be sanctioned by the Local Khardah Municipality.

**AND WHEREAS** the party of the Second Part having immense experience as builder and having financial capability has accepted the said offer of the parties of the First Part so as to effecting development upon the said land as described in the First Schedule written hereunder after having due satisfaction as to the right title and interest of the owners of the First Part over the said land as



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described in the First Schedule written hereunder on terms and conditions as laid down hereunder and has mutually agreed upon by and between the parties hereto.

**AND WHEREAS** for brevity and precision of this agreement following clarifications constituting thereby part of the agreement have been made.

***NOW THIS AGREEMENT FOR DEVELOPMENT  
WITNESSETH*** as follows :-

**ARTICLE - I, DEFINITION**

**1.1 BUILDING :** shall mean Multistoried building comprising of Several residential flats/units, so to be constructed according to the plan, so to be sanctioned at the instance of the developer by the competent authority and so to be constructed on the said premises of the landowners morefully described in the First Schedule written hereinbelow.

**1.2 COMMON FACILITIES AND AMENITIES :** shall mean the area and amenities annexed to the said building to be erected over the first schedule of the property which includes entrance of



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the building, septic tank, Electric meter room, water pipe lines, drain pipe line and proportionate share of land underneath, underground water reservoir, over head water tank, water pump, two wheeler parking space and other facilities which may be required for enjoyment maintenance or management of the said building by all occupiers of the building and which has been described in the Fifth schedule written under.

**1.3 SALEABLE SPACE :** shall mean the space within the building which is to be available as a flat for independent use and occupation after making due provisions for landowners's allocation, common facilities and space required thereof.

**1.4 OWNERS ALLOCATION :** shall mean the land owners will get two self contained flat one at Second floor measuring covered area of 1000 sft. and another self contained flat on the Third floor measuring covered area of 1000 sft. alongwith right to use the common areas and facilities thereto and the land owners shall get two shop rooms on the Ground floor measuring covered area of 100 sft. more or less.

Apart from the abovesaid area the land owners shall get a sum of Rs. 20,00,000 (Rupees Twenty lakh) only and the said amount



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shall be paid by the Developer to the land owners by the following manner:

- (i) 25% within 15/05/2025.
- (ii) 25% within 14/11/2025.
- (iii) 25% within 14/05/2026.
- (iv) Balance amount shall be paid by the developer to the land owner within 31/12/2026.

The owners's allocation has been described in the Second Schedule.

**1.5 DEVELOPERS ALLOCATION :** Shall mean remaining portion of the constructed area in the said new building including stair case to be constructed at the said premises together with proportionate share in the land comprised in the said premises and proportionate share in the common parts and facilities and entire car parking space including the entire open space in the front portion and entire open space in the rear portion of the said premises. The Developer's Allocation have been more particularly described in the 'Third' Schedule mentioned under.

**1.6 ARCHITECT :** shall mean such person or persons being appointed by the developer.

**1.7 BUILDING PLAN :** shall mean such plan for the construction of the Multi storied building which will be sanctioned



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by the Khardah municipality in the name of the Land owners hereof including proportionate share of land of the said building for construction of the building, including its modification and amenities and alterations if made at the cost and expenses of the developer.

**1.8 LAND :** shall exclusively mean all that piece and parcel of a plot of land measuring 3 (three) Chhittaks 19 (nineteen) sft. in R.S. & L.R. Dag No. 1567 and land measuring 3 (three) Cottahs 3 (three) Chhittaks 33 (thirty three) sft. in R.S. & L.R. Dag No. 1570 thus total land measuring 3 (three) Cottahs 7 (seven) Chhittaks 7 (seven) sft. alongwith pucca two storied structure thereon lying and situated at : Mouza : Bandipur, J.L. No. 17, R.S. No. 90, Touzi No. 227, contained in R.S. Khatian No. 1562 corresponding to L.R. Khatian Nos. 6273 & 6272, within the limits of Khardah Municipality, Ward No. 7, Holding No. 82/14, Nilganj Road, P.S. Khardah, Dist - North 24 Parganas and under the Jurisdiction of A.D.S.R.O. Sodepur and more particularly described in the first schedule written herein below.

**ARTICLE - II, COMMENCEMENT**

2.1 This agreement shall be deemed to have been commenced on and with effect from            day of            2024.



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**ARTICLE - III, LANDOWNERS' RIGHT & REPRESENTATION**

**3.1 POSSESSION :** The owners are now seized and possessed of and/or otherwise well and sufficiently entitled to the said premises and shall deliver physical as well as identical possession to the developer to develop the said premises.

3.2 The said land premises is free from all encumbrances and the Owners have marketable title in respect of the said premises.

**ARTICLE - IV, DEVELOPER/PROMOTER'S RIGHTS**

4.1 The Owners hereby grant permission subject to what have been hereunder provided, exclusive right to the promoter/developer to build and construct a Multi storied building upon the said premises of the Owners in accordance with the building plan so to be sanctioned by Khardah Municipality at the costs and expenses of the developer in the name of the Owners with or without any amendment and/or modification to be made or caused to be made thereon by the developer.

4.2. All application, plans and other papers and documents that may be required by the promoter/developer for the purpose of



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obtaining necessary sanction from the Khardah Municipality shall be prepared and submitted by the promoter/developer on behalf of the Owners and the Owners shall sign all such plans, application, other papers and documents as and when necessary and all costs and expenses including plan sanctioning costs will be borne by the developer/promoter.

4.3. It is made clear that all the flats being the developer's allocation in the entire proposed building in all the floors and those will be property of the developer herein and if the developer so desires, the developer can sell it to the prospective buyers at any consideration or price at the self discretion of the developer and the deed of conveyance of the same will be made at and when the developer deem fit.

4.4. Nothing in these presents shall be constructed as a demise or assignment or conveyance in law by the Owners of the said premises or any part thereof to the developer or as creating any right, title or interest in respect thereof to the developer other than exclusive licence to the developer to develop the same in terms hereof and to deal with the developer's allocation with interest to realise the amount invested with profit from the sell of developer's allocation.



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4.5 The developer upon completion of the entire constructional work of the building shall obtain completion certificate from appropriate authorities at its own costs and expenses and shall handover the same to the Owners.

**ARTICLE - V, CONSIDERATION**

5.1 The promoter/developer has agreed to built the said proposed Multi storied building on the said premises of the Landowners exclusively at its own costs and expenses and Owners shall not be required to contribute any sum towards the cost of construction of the said building or otherwise.

5.2. In consideration of the Landowners having agreed to grant exclusive right for developing the said premises in addition to the Owners' allocation so provided hereunder in Second Schedule. The developer/promoter has agreed to make and shall remain bound to make and bear several other necessary expenses as consideration for the purpose of development of the said premises and such consideration for all practical purposes will deemed to be apparent consideration which are as follows :-

- (a) Space allocation to the Landowners.
- (b) Costs, charges and expenses incurred for construction erection and completion of the said new building at the said premises.



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- (c) Costs, charges and expenses on account of causing the plan or map prepared and to get the same sanctioned by the Khardah Municipality.
- (d) Costs, Charges and expenses incurred for installation of water supply line, sewerage, drainage and other connections.

**ARTICLE - VI, PROCEDURE**

6.1 The Owners simultaneously with the execution of the present agreement shall grant unto and in favour of the developer or its nominated person or persons a Registered General Power of Attorney for doing all such necessary acts, deeds and things for development of the said premises of the Owners including obtaining the necessary building plan from the Khardah municipality in the name of the Owners and all other necessary permission from different appropriate authorities to complete the constructional work of the proposed Multi storied building as well as to enter in to agreement for sale with different prospective purchasers towards sale of flats and also to prepare necessary deeds of conveyance.

6.2 It is categorically agreed to between the parties hereof that, the developer shall obtain the requisite sanctioned building plan form the authorities of the Khardah Municipality and shall complete



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the entire constructional work of the building within the period of 42 months from the date of obtaining the sanctioned building plan.

**ARTICLE - VII, DEALING OF SPACE IN THE BUILDING**

7.1 The developer shall at it's own costs and expenses and without creating any financial or other liability upon the Owners construct and complete the said Multistoried building having several self contained flats/units in accordance with the sanctioned building plan.

7.2. The developer shall on completion of the building put the Owners first in undisputed possession of the Owners' allocation to the Owners Together with the proportionate right of common facilities and amenities to be enjoyed proportionately with other owners of the flats and only after such delivery of possession of Owners' allocation the developer will be entitled to make registration of developer's allocation in favour of prospective purchasers.

7.3. The developer being the party of the Second Part shall be liberty with exclusive right and authority negotiate for the sale of floor/flats/shops together with proportionate share of land excluding the space provided under Owners' allocation so mentioned



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hereinbefore of the said proposed building. It is clearly agreed and declared by the parties herein that the consideration money for such transfer as aforesaid including earnest money or initial payments or part payment and total consideration thereof shall be received by the developer and the Owners herein will have no right and share and will not be entitled to any portion thereof.

7.4. The Owners hereto upon receiving delivery of Owners' allocation at the request of the developer shall execute and register the necessary Deed of Conveyance unto and in favour of the purchaser or purchasers towards sale of flat or flats and/or units and spaces in the building as and when called for.

#### **ARTICLE - VIII, BUILDING**

8.1 The developer shall at the developer's own costs, construct erect and complete the building at the said premises in accordance with the sanctioned plan with such materials and with such specifications as are mentioned in the Fourth Schedule hereunder written and as may be recommended by the architect from time to time. The Owners shall have the right to visit inspect, make quarries and raise objection if the construction work is found not as per



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specification or if substandard building materials are being used or there is inferior workmanship.

8.2. Subject to as aforesaid if the developer uses inferior quality of building materials in that case the Owners shall have liberty to stop the construction work and the developer will be bound to replace the materials by using good one but in this regard the decision of the architect of the developer is final and binding upon both the parties.

8.3. During the course of construction of the new building, in case of any loss or injury or damage of any nature or in any manner whatsoever including injury and/or damage to any person or persons or property or any loss of life, the developer shall be solely liable and responsible for the same and the consequences arising there from in all respect and shall at all point of time keep the Landowners indemnified for the same and all consequences.

8.4. As long as the developer duly observes and performs its obligation in terms of this agreement, the Owners agree and covenant with the developer not cause any interference or hindrance in the construction of the proposed building at the said premises by the developer and not to do any act, deed or thing whereby the rights of the developer hereunder may be affected or the developer is prevented from making or proceeding with the construction of the building.



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**ARTICLE - IX, COMMON RESTRICTIONS**

9.0 The Owners' allocation in the proposed building shall be subject to the same restriction and use as is applicable to the developers' allocation in the building intended for common benefits of all occupiers of the building which shall include the followings.

9.1. Neither party hereof shall use their respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor shall use the same in such manner which might have cause any nuisance or hazard to the other occupiers of the building.

9.2. Neither party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.

9.3 Both the Owners and the developer shall keep the interior walls, floors, sewers, drains, pipes and other fittings and fixtures of their respective allocation in the building in good habitable condition so the same may not cause any damage to the building.



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9.4. No goods of other items shall be kept by the either party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users of the corridors and other places of common use in the building.

9.5. Neither party shall throw or accumulate any dirt, rubbish waster and refuse or permit the same to be thrown or accumulated in or about the building or in the compounds corridors or any other portion or portions of the building .

9.6. Both the parties hereto shall permit other's agents workmen and representative at all reasonable time to enter into others allocation and every part thereof for the purpose of repairing, maintaining, rebuilding, cleaning and keeping the building and it's common areas in good order and condition.

9.7 That all costs and expenses of preparing stamping and Registration of all such conveyance and/or documents of transfer relating to the Developer's Allocation shall be borne by the Developer and the owners shall not be put to any expenses on account thereof.



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Simultaneously, preparing stamping and registration of all such conveyance and/or documents of transfer relating to the Owners Allocation shall be borne by the Owners and/or flat purchaser of the owners's portion and the developer shall not be put to any expenses on account thereof.

**ARTICLE - X, LANDOWNERS' OBLIGATION**

10. The landowners doth hereby agrees and covenants with the developer that during the subsistence of the agreement not to let out, grant, lease, mortgage and/or charge or part with possession of the said premises or any portion thereof without the consent in writing of the developer with effect from the date of present agreement hereof.
- 10.1 That land owners shall liable to mutate their names in the records of Khardah Municipality.
- 10.2. That the land owners shall liable to pay the proportionate share of charges for deviation.
- 10.3 The landowners will deliver the vacant possession of the under mention First Schedule property.



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**ARTICLE - XI, DEVELOPER'S OBLIGATION**

11.1 The developer doth hereby agrees and covenants with the Owners to complete the constructional work of the said Multi storied building within 42 months from the date of sanctioning the building plan and the said period will be extended upto 6 (Six) months due to non availability of labour, local problems and sitrik and such other things which is beyond control of the Developer.

11.2 The developer hereby agrees and covenants with the Owners not to transfer and/or assign the benefits of the present agreement or any portion thereof to any third party without the consent in writing of the Owners.

11.3 The developer shall at its own cost and liability will demolish existing structure and vacate the said property.

11.4 The developer shall at firstly provide the land owners's undisputed allocated portion and the consideration amount to the land owenr and thereafter the developer shall register the deed of sale in favour of other intending buyers.



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**ARTICLE - XII, MISCELLANEOUS**

12.1 The Owners and the developer have entered into the present agreement purely as a contract and nothing contained herein shall be deemed to construct as a partnership between the developer and the Owners or as a Joint Venture between the parties hereto in any manner nor shall the parties hereto constitute an association of persons.

12.2. Any notice required to be given by the developer to the Landowners shall without prejudice to any other mode of service available be deemed to have been served on the Landowners if delivered by hand and duly acknowledged or sent by registered post with due acknowledgment and shall likewise be deemed to have been served on the developer by the Owners if delivered by hand and acknowledged or sent by registered post with due acknowledgment to the registered office of the developers.

12.3 The developer and the Owners shall mutually frame scheme for the management and the administration of the said building and/or common parts thereof. After the completion of the said building the Owners hereby agree to abide by all the rules and regulations to be framed by any society/association/holding organisation and/or



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any other organisation who will be in charge or such management of the affairs of the building and/or common parts thereof and hereby given their consent to abide by such rules and regulations.

12.4. The name of the building shall be given by the developer in course of the time with the consent of Owners.

12.5. As and from the date of completion of the building as well as upon delivery of possession, the developer and/or its transferees and the Owners and/or their transferees shall each be liable to pay and bear proportionate charges on account of Municipal rates and charges and other Government/Statutory taxes & outgoing payable in respect of their respective allocations.

12.6. The Owners shall deliver all the original deeds and other paper and documents relating to the said premises simultaneously with the execution of these, present to the developer and the same shall remain with the developer during the full period of construction. Time is not the essence of the contract.

**ARTICLE - XIII, FORCE MAJEURE**

13.1 The parties hereto shall not be considered to be liable for any obligations performance of which would have been prevented by



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

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

#### **ARTICLE - XIV, ARBITRATION**

All disputes and differences between the parties arising out of the measuring, construction or import of this agreement or this respective rights and liabilities as per this Agreement shall be adjudicated by reference to the Arbitration of two independent Arbitrators, one to be appointed by each party who shall jointly appoint an umpire at the commencement of the reference and the Award of the Arbitrators shall be final and conclusive and binding on the subject as between the parties and the clause shall be deemed to be a submission within the meaning of Arbitration and Conciliation Act. 1996.

#### **RIGHT AUTHORITY AND POWER OF THE DEVELOPER**

We, **1. SMT. PURNIMA SARKAR, PAN BTIPS0018Q**, wife of Sri Keshab Sarkar, **2. SMT. JHUMA SARKAR, PAN**



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GVZPS8880L, wife of Sri Biswajit Sarkar, both by faith - Hindu (Indian), by occupation : Housewife, both are residing at : Kalyan Nagar, P.O. Kalyan Nagar via Pansila, P.S. Khardah, Dist - North 24 Parganas, Kolkata - 700112, do hereby nominate, appoint and constitute **ASTHA DEVELOPER**, PAN ABWFA8366Q, a partnership firm having its office at : 21, Chowdhury Para Road, P.O. Rahara, P.S. Khardah at present Rahara, Dist - North 24 Parganas, Kolkata - 700118, being represented by its partners namely **1. SMT. GARGI BHOWMIK**, PAN BGKPB2497M, wife of Pratik Biswas, by faith - Hindu (Indian), by occupation : Business, residing at : 21, Chowdhury Para Road, P.O. Rahara, P.S. Khardah at present Rahara, Dist - North 24 Parganas, Kolkata - 700118, **2. MAFIJUL ISLAM**, PAN ACGPI1305Q, son of Abdul Khalek, by faith - Muslim (Indian), by occupation : Business, residing at : Ishwaripur, P.O. Surjopur, P.S. Khardah at present Rahara, Dist - North 24 Parganas, Kolkata - 700121, to do inter alia following acts deeds and things viz :

1. To appear and represent me before the authorities of the Khardah Municipality, Electricity Authority, concern B.L. & L.R.O and before all other Statutory and Local Bodies as and when necessary for the purpose of construction of a new building over and above said premises and for registration of Agreement for sale, Deed of Sale or any other documents and



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instruments of Flats/Shops and Spaces of the proposed Multistoried building to be constructed as per sanction building plan duly sanctioned by the Khardah Municipality over the said premises in respect of Developer's allocation save and except the Owners' allocation in our names and on our behalf as per Development Agreement executed between us and the Developer on 16 .08 .2024.

2. To defend possession, manage and maintain the said premises including the building to be constructed thereon.
3. To sign, verify and file applications, forms, building plans, documents and papers in respect of my said premises before the Khardah Municipality or before any other statutory authorities for the purpose of demolition of old structure, maintenance, protection, preservation and construction of a Multistoried building over and above the said premises.
4. To receive the consideration money in part or full in cash or by cheque/draft from the intending purchaser or purchasers for sale or booking of flats/Shops/Garages/units or car parking spaces or spaces and to grant receipts therefore in the name of **ASTHA DEVELOPER** and to give full discharge to the purchaser/s as our lawful representative save and except owners allocated portion.



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5. To execute and/or negotiate and/or enter into any agreement for sale of the flats/Shops/Garages/units or car parking spaces or spaces in the said new building in the name of the attorney as and on our behalf and as our lawful authorised representative and to accept consideration money therefore and entitled to nominate the intending purchaser or purchasers for sale, transfer and/or lease in respect of the proportionate, undivided share of land of the said premises and to execute Deed of Sale of the flats/Shops/Garages/units or car parking spaces or spaces in favour of the intending purchaser/s on our behalf in respect of Developer's Allocated Area.
6. To instruct the Advocate/Lawyer for preparing and/or drafting such agreements, deeds of Conveyance/Deed of Sale documents and other such papers as may be necessary for the purpose of booking and/or sale of the flats/Shops/Garages/units or car parking spaces or spaces in the said building over and above our said premises.
7. To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning our said premises or any part or portion thereof.
8. To sign, declare and/or affirm any plaint, written statement, petition, affidavit, verification, vakalatnama, warrant of



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attorney, Memo of Appeal or any other documents or papers in any proceedings relating to our said premises or in any way connected therewith.

9. For all or any of the purposes herein before stated and to appear and represent us before all concerned authorities having jurisdiction over our said premises and to sign, execute and submit papers and documents relating thereto.
10. To negotiate with the existing tenants on any term and to finalise the said term as my attorney shall think fit and proper for the betterment of the said premises.
11. To sign in the form or forms and/or any other documents or documents which will be required by the CESC/ W.B.S.E.D.C.L. authority for granting/obtaining new transformer within the said proposed Multi storied building and new electric meters in the flats and shops of the said proposed Multistoried building.
12. That our said attorney will deliver me possession of our allocated portion in the said Multistoried building and also deliver possession to the intending purchaser/s in respect of Developer's Allocated area and the rest portion of the building shall be treated as the developer's allocation. .



*[Handwritten signature]*

**ADSR Sodepur  
North 24 Parganas**

**11 6 AUG 2024**

**AND GENERALLY** to do acts, deeds and things in the name of ourselves and We, the Executants do hereby ratify and confirm and agrees to ratify and confirm all and whatsoever acts, deeds and things that our said **ATTORNEY** shall lawfully do or came to be done in or about the said premises as aforesaid keeping us free from all encumbrances relating thereto.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

(The Land)

**ALL THAT** a piece and parcel of a plot of 'Bastu' plot of land measuring 3 (three) Chhittaks 19 (nineteen) sft. in R.S. & L.R. Dag No. 1567 and land measuring 3 (three) Cottahs 3 (three) Chhittaks 33 (thirty three) sft. in R.S. & L.R. Dag No. 1570 thus total land measuring 3 (three) Cottahs 7 (seven) Chhittaks 7 (seven) sft. alongwith tile sheded structure thereon measuring 100 sft. lying and situated at : Mouza : Bandipur, J.L. No. 17, R.S. No. 90, Touzi No. 227, contained in R.S. Khatian No. 1562 corresponding to L.R. Khatian Nos. 6273 & 6272, within the limits of Khardah Municipality, Ward No. 7, Holding No. 82/14, Nilganj Road, P.S. Khardah, Dist - North 24 Parganas and under the Jurisdiction of A.D.S.R.O. Sodepur, Which is butted and bounded by :-



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**ON THE NORTH** :- Property of Alok Dey.

**ON THE SOUTH** :- 12'-0" wide Municipal Road.

**ON THE EAST** :- Property of Mila Dey and Anil Chandra Dey.

**ON THE WEST** :- 30'-0" wide Nilgunj Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**OWNERS ALLOCATION :** shall mean the land owners will get two self contained flat one at Second floor measuring covered area of 1000 sft. and another self contained flat on the Third floor measuring covered area of 1000 sft. alongwith right to use the common areas and facilities thereto and the land owners shall get two shop rooms on the Ground floor measuring covered area of 100 sft. more or less.

Apart from the abovesaid area the land owners shall get a sum of Rs. 20,00,000 (Rupees Twenty lakh) only and the said amount shall be paid by the Developer to the land owners by the following manner:

- (i) 25% within 15/05/2025.
- (ii) 25% within 14/11/2025.
- (iii) 25% within 14/05/2026.
- (iv) Balance amount shall be paid by the developer to the land owner within 31/12/2026.



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**THE THIRD SCHEDULE ABOVE REFERRED TO**

**DEVELOPERS ALLOCATION :** shall mean the rest portion of the total constructed area of the proposed Multistoried building to be constructed upon all over the First Schedule of the Property together with proportionate share of land underneath and with right of user of common facilities, common parts, and common amenities of the proposed Multistoried Building .

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

(Specifications)

1. Number of floor : Ground floor plus upper stories as per sanctioned plan.
2. Structure - land with R:C:C. framed structure with beam, brick with sand and mortar as per design of the Architect Foundation strip. The materials will be Grade 1 quality.
3. Water arrangements : Pumping arrangement to overhead reservoir from underground water. And individual water connection in the flat.
4. Floor with skirting : All rooms, kitchen, balcony are laid with quality Tiles and skirting of 0-6" ft. height.
5. Outside Wall : 8"/200 mm thick wall.
6. Inside Wall - 5"/125 mm and or 3"/75 mm thick wall.



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ADSR Sodepur  
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7. Bathroom : 5'-0" height glazed tiles from 6" skirting (Owners choice) concealed U.P.V.C pipe lines finishing with two taps and one shower point & attach bath no shower  
European/Indian type W.C. system/Commode (white colour).
8. Two No. of W.C. Commode Pan (White) low height VC cistern, one CP taps and C.P. Shower will be provided at each bathroom
- 9) Kitchen : Black stone with granite top and one steel sink will be provided 2'-0" height glazed tiles covering from kitchen table (developer's choice) one tap.
10. One 24"X18" steel sink with one low height bibcock taps provided in the kitchen.
11. Door : Toilet with P.V.C. Doors, others are quality flash doors and Collapsible Gate at Main Door. Developer will provide only one Door skin at the front side of the Main Door. Apart from if any additional Door Skin require, Land owner will bear the cost.
12. All inside plumbing will be done by concealed G.I. Pipe and PVC pipes will used to exterior work.
13. All fittings i.e. bibcock, pillar cock, S.S.Cock, C.S. cock will be C.P. Make.
14. Window : All windows will be Aluminium windows with glass panel and grill.



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ADSR Sodepur  
North 24 Parganas

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15. Interior finish of wall and ceiling : all interiors will be finished with putty (2 Coats) and outside wall of the building should be painted with colourcem.
16. Balcony : Covered with 2<sup>1</sup>/<sub>2</sub>" height Grill/Glass frame/ alluminium and total grill fittings will be made by the cost of the developer. 3 sides of balcony wall should be covered with wall tiles upto 5' from 6" skirting.
17. Dinning : One white Basin (18"X20") with tap.
18. Electrification : All electric connection will be done by concealed or semi concealed conducts as suitable. The following electric points shall be provided as follows :
  1. Bed Room : Four point,
  2. Kitchen - three points.
  3. Dining/ living Room : Four points
  4. Toilet : Two points,
  5. Verandah : One point,
  6. Calling Bell : One point,
  7. Gidzar : one point,
  8. Air Condition - 2 Points.Apart from the above no's of electrical points if any additional electrical points require land owners need to bear the extra charges.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**COMMON FACILITIES AND AMENITIES** : shall mean the area and amenities annexed to the said building to be erected over the first schedule of the property which includes entrance of the building,



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ADSR Sodepur  
North 24 Parganas

11 6 AUG 2024

lift, septic tank, Electric meter room, statutory open space surrounding the said premises, two wheeler parking space, main gate and other entrance gates, water pipe lines, drain pipe line and proportionate share of land underneath, underground water reservoir, over head water tank, water pump, stair case of the ground floor and the roof top, landing space, corridors, two wheeler parking space and other facilities which may be mutually agreed upon by the parties and required for the establishment, location, enjoyment, provision, maintenance or management of the said building which shall always remain as common property of the owners and the developer and/or their nominee or nominees.

Extra work : Any work other than specified about would be regarded as Extra work for which separate payment is required to be paid.

The Developer shall provide the main electric line upto the meter board and the land owners also bear the cost installation of transformer and cost of Electric meter as per their proportion.



*[Handwritten signature]*

ADSR Sedapur  
North 24 Parganas

16 AUG 2024

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 above named Landowners

in the presence of :

1. *[Handwritten Signature]*  
ADV.

*Purnima Sarkar.*

2. *Madhab Acharjee*  
*S/o - Sri Tanak Acharjee*  
*Sodepur, Natagaur*  
*Kol. 70113*

*Jhuma Sarkar*

**LAND OWNERS**

*Gargi Bhosmik*

*Mafiz Khan.*

**DEVELOPER**

**Drafted by :**

*[Handwritten Signature]*  
**SRI MADHU SUDAN BHATTACHARJEE**

*Advocate, High Court Calcutta*

*ENO 1495/03.*

**COMPUTER TYPED BY**

*[Handwritten Signature]*  
**SANTANU GUPTA**  
**BARRACKPORE**  
**DIST - NORTH 24 PARGANAS**



ADSR Sodapur  
North 24 Parganas

11 6 AUG 2024

**OFFICES OF THE A.D.S.R.-DISTRICT NORTH 24 PARGANAS  
D.S.R.-BARASAT & R.A.-KOLKATA**

STATUS : PRESENTANT

1. LEFT HAND FINGER PRINT Name.....

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



*Puurnima Sarkar*  
RIGHT HAND FINGER PRINT

SIGNATURE..... *Puurnima Sarkar*

2. LEFT HAND FINGER PRINT Name.....

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



*Thuma Sarkar*  
RIGHT HAND FINGER PRINT

SIGNATURE..... *Thuma Sarkar*

3. LEFT HAND FINGER PRINT Name.....

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE

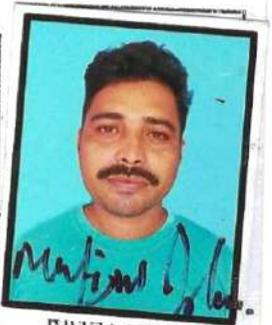


*Gargi Bhownik*  
FINGER PRINT

SIGNATURE..... *Gargi Bhownik*

4. LEFT HAND FINGER PRINT Name.....

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



*Matijul Islam*  
RIGHT HAND FINGER PRINT

SIGNATURE..... *Matijul Islam*



*(Handwritten signature)*

ADSR Sadapur  
North 24 Parganas

11 6 AUG 2024



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



192024250166898328

**GRN Details**

<b>GRN:</b>	192024250166898328	<b>Payment Mode:</b>	SBI Epay
<b>GRN Date:</b>	16/08/2024 10:21:48	<b>Bank/Gateway:</b>	SBIePay Payment Gateway
<b>BRN :</b>	4925177273815	<b>BRN Date:</b>	16/08/2024 10:22:28
<b>Gateway Ref ID:</b>	CHIQ8131747	<b>Method:</b>	State Bank of India NB
<b>GRIPS Payment ID:</b>	160820242016689831	<b>Payment Init. Date:</b>	16/08/2024 10:21:48
<b>Payment Status:</b>	Successful	<b>Payment Ref. No:</b>	2002197334/2/2024

[Query No\*/Query Year]

**Depositor Details**

<b>Depositor's Name:</b>	Mr Mousumi Enterprise
<b>Address:</b>	Jaffarpur, kol 122
<b>Mobile:</b>	9831603632
<b>Period From (dd/mm/yyyy):</b>	16/08/2024
<b>Period To (dd/mm/yyyy):</b>	16/08/2024
<b>Payment Ref ID:</b>	2002197334/2/2024
<b>Dept Ref ID/DRN:</b>	2002197334/2/2024

**Payment Details**

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002197334/2/2024	Property Registration- Stamp duty	0030-02-103-003-02	6020
2	2002197334/2/2024	Property Registration- Registration Fees	0030-03-104-001-16	21
<b>Total</b>				<b>6041</b>

**IN WORDS: SIX THOUSAND FORTY ONE ONLY.**

### Major Information of the Deed

Deed No :	I-1524-06304/2024	Date of Registration	16/08/2024
Query No / Year	1524-2002197334/2024	Office where deed is registered	
Query Date	15/08/2024 9:02:08 PM	A.D.S.R. SODEPUR, District: North 24-Parganas	
Applicant Name, Address & Other Details	MADHUSUDAN BHATTACHARJEE HIGH COURT CALCUTTA, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9831644646, Status : Advocate		
Transaction	Additional Transaction		
[0139] Sale, Development Power of Attorney			
Set Forth value	Market Value		
Rs. 30,00,000/-	Rs. 55,45,556/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,020/- (Article:48(g))	Rs. 21/- (Article:E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

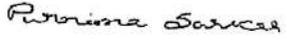
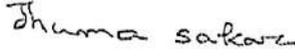
District: North 24-Parganas, P.S:- Khardaha, Municipality: KHARDAH, Road: Nilganj Road (Khardaha Municipality),  
Mouza: Bandipur, JI No: 17, Pin Code : 700119

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-1567	RS-1562	Bastu	Bastu	3 Chatak 19 Sq Ft	50,000/-	3,42,222/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L2	RS-1570	RS-1562	Bastu	Bastu	3 Katha 3 Chatak 33 Sq Ft	29,20,000/-	51,73,334/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
		<b>TOTAL :</b>			<b>5.6879Dec</b>	<b>29,70,000 /-</b>	<b>55,15,556 /-</b>	
		<b>Grand Total :</b>			<b>5.6879Dec</b>	<b>29,70,000 /-</b>	<b>55,15,556 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	100 Sq Ft.	30,000/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
<b>Total :</b>		<b>100 sq ft</b>	<b>30,000 /-</b>	<b>30,000 /-</b>	

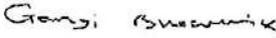
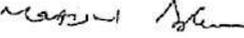
**Principal Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Mrs PURNIMA SARKAR</b> Wife of Mr Keshab Sarkar Executed by: Self, Date of Execution: 16/08/2024 , Admitted by: Self, Date of Admission: 16/08/2024 ,Place : Office		 Captured	
	16/08/2024	LTI 16/08/2024	16/08/2024	
Kalyan Nagar, City:- , P.O:- Kalyan Nagar Via Pansila, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700112 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India Date of Birth:XX-XX-1XX1 , PAN No.: BTxxxxxx8Q,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 16/08/2024 , Admitted by: Self, Date of Admission: 16/08/2024 ,Place : Office				
2	<b>Name</b> <b>Mrs JHUMA SARKAR (Presentant)</b> Wife of Mr Biswajit Sarkar Executed by: Self, Date of Execution: 16/08/2024 , Admitted by: Self, Date of Admission: 16/08/2024 ,Place : Office		 Captured	
	16/08/2024	LTI 16/08/2024	16/08/2024	
Kalyan Nagar, City:- , P.O:- Kalyan Nagar Via Pansila, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700112 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India Date of Birth:XX-XX-1XX9 , PAN No.: GVxxxxxx0L,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 16/08/2024 , Admitted by: Self, Date of Admission: 16/08/2024 ,Place : Office				

**Attorney Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>ASTHA DEVELOPER</b> 21, Chowdhury Para Road, City:- , P.O:- Rahara, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700118 Date of Incorporation:XX-XX-2XX1 , PAN No.: ABxxxxxx6Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Mrs Gargi Bhowmik</b> Wife of Mr Pratik Biswas Date of Execution - 16/08/2024, , Admitted by: Self, Date of Admission: 16/08/2024, Place of Admission of Execution: Office		 Captured	
	Aug 16 2024 3:41PM	LTI 16/08/2024	16/08/2024	
	21, Chowdhury Para Road, City:- , P.O:- Rahara, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700118, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX4 , PAN No.: bgxxxxx7m,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : ASTHA DEVELOPER (as partner)			
2	<b>Name</b> <b>Mafijul Islam</b> Son of Abdul Khalek Date of Execution - 16/08/2024, , Admitted by: Self, Date of Admission: 16/08/2024, Place of Admission of Execution: Office		 Captured	
	Aug 16 2024 3:43PM	LTI 16/08/2024	16/08/2024	
	Ishwaripur, City:- , P.O:- Surjopur, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700121, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX3 , PAN No.: acxxxxx5q,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : ASTHA DEVELOPER			

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Madhab Acharjee</b> Son of Mr Tarak Acharjee Natagarh, City:- , P.O:- Natagarh, P.S:- Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700113		 Captured	
	16/08/2024	16/08/2024	16/08/2024
Identifier Of Mrs PURNIMA SARKAR, Mrs JHUMA SARKAR, Mrs Gargi Bhowmik, Mafijul Islam			

Endorsement For Deed Number : I - 152406304 / 2024

On 16-08-2024

**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 14:00 hrs on 16-08-2024, at the Office of the A.D.S.R. SODEPUR by Mrs JHUMA SARKAR , one of the Executants.

**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 55,45,566/-

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

Execution is admitted on 16/08/2024 by 1. Mrs PURNIMA SARKAR, Wife of Mr Keshab Sarkar, Kalyan Nagar, P.O: Kalyan Nagar Via Pansila, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700112, by caste Hindu, by Profession House wife, 2. Mrs JHUMA SARKAR, Wife of Mr Biswajit Sarkar, Kalyan Nagar, P.O: Kalyan Nagar Via Pansila, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700112, by caste Hindu, by Profession House wife

Identified by Mr Madhab Acharjee, , Son of Mr Tarak Acharjee, Natagarh, P.O: Natagarh, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700113, by caste Hindu, by profession Business

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

Execution is admitted on 16-08-2024 by Mrs Gargi Bhowmik, partner, ASTHA DEVELOPER (Partnership Firm), 21, Chowdhury Para Road, City:- , P.O:- Rahara, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700118

Identified by Mr Madhab Acharjee, , Son of Mr Tarak Acharjee, Natagarh, P.O: Natagarh, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700113, by caste Hindu, by profession Business

Execution is admitted on 16-08-2024 by Mafijul Islam,

Identified by Mr Madhab Acharjee, , Son of Mr Tarak Acharjee, Natagarh, P.O: Natagarh, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700113, by caste Hindu, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 7.00/- ( E = Rs 7.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/08/2024 10:22AM with Govt. Ref. No: 192024250166898328 on 16-08-2024, Amount Rs: 21/-, Bank: SBI EPay ( SBlePay), Ref. No. 4925177273815 on 16-08-2024, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,000/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 6,020/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10.00/-

2. Stamp: Type: Impressed, Serial no 2413, Amount: Rs.1,000.00/-, Date of Purchase: 13/08/2024, Vendor name: M Dutta

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/08/2024 10:22AM with Govt. Ref. No: 192024250166898328 on 16-08-2024, Amount Rs: 6,020/-, Bank: SBI EPay ( SBlePay), Ref. No. 4925177273815 on 16-08-2024, Head of Account 0030-02-103-003-02



Debjani Halder  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. SODEPUR  
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1524-2024, Page from 211755 to 211797

being No 152406304 for the year 2024.



*Debjani Halder*

Digitally signed by DEBJANI HALDER  
Date: 2024.10.04 13:44:55 +05:30  
Reason: Digital Signing of Deed.

(Debjani Halder) 04/10/2024

**ADDITIONAL DISTRICT SUB-REGISTRAR**

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

**West Bengal.**