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

ADSR Sodepur
North 24 Parganas

21 FEB 2025

ADSR Sodepur
North 24 Parganas

21 FEB 2025

DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY

THIS DEED OF DEVELOPMENT AGREEMENT WITH POWER OF ATTORNEY is made on this 21st day of February of 2025 (Two Thousand and Twenty Five) of the Christian era.

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সন ও তারিখ - 19/02/2025

প্রেরতার নাম -

সাকিন -

স্ট্যাম্প মূল্য - 5000/-

ডেডার -

বারাসাত কোর্ট, উত্তর ২৪ পরগণা

ডেডার - শ্রী হারান চন্দ্র সার

টি.ডি. নং 4 FEB 2025

তারিখ 650000

মোট স্ট্যাম্প মূল্য -

ঐজারী অফিস - বারাসাত

Ajith Roy Chowdhury

Advocate, Barrackpore Court



288288 M

উত্তর ২৪ পরগণা জেলা সার্বভৌমত্ব অধীনে
স্বতন্ত্রভাবে পরিচালিত একটি পঞ্চায়েত
এবং এটি একটি স্বতন্ত্র পঞ্চায়েত হিসেবে
কাজ করে।

উত্তর ২৪ পরগণা জেলা
সার্বভৌমত্ব অধীনে

288288 M



Sayantan Dhan

S/o - Ajit Dhan

PoikPana, Ninta

Kol-49

(Signature)

ADSR Sodepur
North 24 Parganas

21 FEB 2025

BETWEEN

SMT SUNANDA MODAK , PAN – BLQPM7691K , Aadhaar No – 3677 0811 8484 , wife of **Sri Koustav Mukherjee** , daughter of **Sri Dipankar Modak** , by Nationality - Indian, by religion - Hindu, by occupation – Service , residing at **Dwarik Banerjee Road , Sadhur Bagar , P.O. – Agarpara , P.S. – Ghola , Dist. – North 24 Parganas , Kolkata – 700109 , West Bengal** , hereinafter called and referred to as the **FIRST PARTY / LAND OWNER** (which expression shall unless repugnant to the context be deemed to include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

AND

“ M/S LORD JAGANNATH ARCADE ” a proprietorship firm, having its office at **Dwarik Banerjee Road , Sadhur Bagan , P.O. – Agarpara , P.S.- Ghola , Dist. North 24 Parganas, Kolkata – 700109 ,** being represented by its proprietor , **SRI KOUSTAV MUKHERJEE, PAN – BHQPM5871F , Aadhaar No – 9897 2580 0338** , son of **Sri Kanchan Mukherjee**, by caste - Hindu, by nationality - Indian, by occupation – Business, residing at **Dwarik Banerjee Road , Sadhur Bagan , P.O. – Agarpara , P.S.- Ghola , Dist. North 24 Parganas, Kolkata –**

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700109 , West Bengal , hereinafter referred to as the ' **DEVELOPER / CONFIRMING PARTY** ' (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include the said Firm, its Proprietor and his heirs, executors, administrators, legal representatives, assigns and / or nominees) of the **SECOND PART.**

WHEREAS one Smt Tripti Bhattacharyya , purchased a bastu land measuring an area more or less 4 (Four) Katha 20 (Twenty) Sq.ft. Bastu Land , which is lying and situated at Mouza – Ghola , J.L. No – 14 , Re. Sa No – 103 , Touzi No - 6 , 63, 163 & 172 , in R.S. Dag No - 1093 under R.S. Khatian No – 1789 , within the jurisdiction of A.D.S.R. Barrackpore now Sodepur , Police Station – Khardah now Ghola , District – North 24 Parganas , from Smt. Mina Sarkar wife of Sri Sukhendu Sarkar , by virtue of registered Deed of Conveyance , dated 30/04/1980 , which was enlisted in Book No. I , Volume No – 31 , Pages – 278 to 279 , Deed No. “1608” for the year 1980 before the office of S.R. Barrackpore , Dist : 24 Parganas.

AND WHEREAS thereafter said Tripti Bhattacharyya after purchasing the aforesaid land by way of Deed of Conveyance and mutated her name B.L. & L.R Office under L.R. Khatian No – 8418 & L.R. Dag No – 1365 and also mutated her name in the local Panihati Municipality and then she constructed pucca one storied building

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thereon and she has been seizing, possessing and enjoying the same with full right, title and interest and without any encumbrances from any corner whatsoever till date and paying the Taxes and Khazna regularly in the competent authority and enjoying it fully without any disturbance.

AND WHEREAS thereafter said Tripti Bhattacharyya sold and transfer a plot of Land actual measuring an area more or less 4 (Four) Katha 20 (Twenty) Sq.ft. Bastu Land togetherwith 1450 Sq.ft. pucca structure , which is lying and situated at Mouza – Ghola , J.L. No – 14 , Re. Sa No – 103 , Touzi No - 6 , 63, 163 & 172 , in R.S. Dag No - 1093 corresponding L.R. Dag No – 1365 under R.S. Khatian No – 1789 corresponding L.R. Khatian No - 8418 , within the jurisdiction of A.D.S.R. Sodepur , Police Station – Ghola , local limits of Panihati Municipality , Ward No 28 , Holding No – 2 at Abhoy Banerjee Road , District – North 24 Parganas to the present Land Owner herein namely Smt. Sunanda Modak , by virtue of registered Deed of Conveyance , dated 11/03/2024 , which was enlisted in Book No. I , Volume No – 1524 - 2024 , Pages – 52619 to 52639 , Deed No. “ 01852 ” for the year 2024 before the office of A.D.S.R. Sodepur , Dist : North - 24 Parganas.

AND WHEREAS The present Land Owner herein after purchasing the aforesaid land by way of Deed of Conveyance and mutated her name in the B.L. & L.R. office and local Panihati Municipality and she has been seizing, possessing and enjoying the same with full right, title and interest and is paying taxes and all other

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Govt. Rents to the authority concerned and is seizing, possessing and enjoying the same free from all encumbrances and without any interruption, intervention and / disturbances from any corner whatsoever till today.

AND WHEREAS the present Land owner decided to develop her property to construct multi-storeyed building on the said land but due to insufficient fund and pre-engagement of her respective work and due to lack of finance and lack of technical expertise the Owner herein could not construct building and/or building on the said plot of land and were searching for a reputed Promoter / Developer who would construct multi-storied building on the said land under certain terms and conditions inter alia at its own costs and expenses after obtaining necessary sanction from the competent authority and knowledge the very intention of the Owner to allow them to construct the said proposed multi-storied building on her land/premises.

AND WHEREAS the Land owner further shown her intention to the present Developer herein i.e. “ **M/S LORD JAGANNATH ARCADE** ” a proprietorship firm, having its office at Dwarik Banerjee Road , Sadhur Bagan , P.O. – Agarpara , P.S.- Ghola , Dist. North 24 Parganas, Kolkata – 700109 , being represented by its proprietor , **SRI KOUSTAV MUKHERJEE** , son of Sri Kanchan Mukherjee , hereinafter referred to as the Developer , for Developing the said property and also shown her incapability for her financial capacity for which the Developer herein approached the Land Owner and expressed their intention to develop the said property according to the Building Plan to be approved and sanctioned by the Panihati Municipality.

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AND WHEREAS the Land owner agreed to authorized the Developer to construct a Multi-storied building (G+4) over the said property according to the Building Plan to be approved by the Panihati Municipality as specification with floors, plans, elevation sections made in compliance with the statutory requirements in the said property at the cost of the Developer on the terms and conditions stipulated hereunder.

NOW THIS INDENTURE WITNESSETH that it is hereby agreed by and between the parties as follows:-

ARTICLE "I" : DEFINITION

LAND OWNER :- Shall mean SMT SUNANDA MODAK , PAN – BLQPM7691K , wife of Sri Koustav Mukherjee , daughter of Sri Dipankar Modak , by Nationality - Indian, by religion - Hindu, by occupation – Service , residing at Dwarik Banerjee Road , Sadhur Bagar , P.O. – Ghola Bazar , P.S. – Ghola , Dist. – North 24 Parganas , Kolkata – 700111 , as the absolute owner and her legal heirs, successors, executors, legal representatives, administrative and/or assigns.

DEVELOPER :- Shall mean " M/S LORD JAGANNATH ARCADE " a proprietorship firm, having its office at Dwarik Banerjee Road , Sadhur Bagan , P.O. – Agarpara , P.S. – Ghola , Dist. North 24 Parganas, Kolkata – 700109 , being represented by its proprietor , SRI KOUSTAV MUKHERJEE, son of Sri Kanahan Mukherjee , by caste - Hindu, by nationality - Indian, by occupation – Business, residing at Dwarik

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Banerjee Road , Sadhur Bagan , P.O. – Agarpara , P.S.- Ghola , Dist.
North 24 Parganas, Kolkata – 700109.

I.3. **THE SAID LAND** : shall mean total land contained in the said property all that piece or parcel of 'Bastu' land measuring more or less **4 (Four) Katha 20 (Twenty) Sq.ft. Bastu Land togetherwith 100 Sq.ft. R.T. shed** , which is lying and situated at Mouza – Ghola , J.L. No – 14 , Re. Sa No – 103 , Touzi No - 6 , 63, 163 & 172 , in R.S. Dag No - 1093 corresponding **L.R. Dag No – 1365** under R.S. Khatian No – 1789 corresponding **L.R. Khatian No - 11164** , within the jurisdiction of A.D.S.R. Sodepur , Police Station – Ghola , local limits of Panihati Municipality , Ward No 28 , **Holding No – 2 at Abhoy Banerjee Road** , District – North 24 Parganas.

I.4 **BUILDING** : shall mean multi - storied building namely “ **JAGANNATH ARCADE PREMIUM** ” comprising of several residential flats, shops and garages, 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 properties of the Land Owner more fully described in the First Schedule written herein below.

I.5 **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, Pump

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Room, tube-well, septic tank, electric meter room, darwan room if any, water pipe lines, drain pipe line and proportionate share of land underneath under-ground water reservoir , over head water tank water pump and motor and / or other facilities as may be built up within the building.

I.6 **SALABLE SPACE** : shall mean the space except of "OWNERS ALLOCATION" in the said building and the building which is to be available as a Flats, Shops and Garage for independent use and occupation after making due provisions for common facilities and space required thereof.

I.7. **OWNER'S ALLOCATION** : shall mean The Owner's Allocation has been described in the Second Schedule.

I.8 **DEVELOPER'S ALLOCATION**: shall mean the Developer Allocation has been described in the Third Schedule.

I.9 **ARCHITECT** : shall mean such person or persons having experience and qualified person / persons, firm or firms or a limited company having the proper, requisite and valid license as Building Architect from the Panihati Municipality to be appointed and / or nominated by the Developer as the Architect or Architects of the proposed Building to be constructed on the said plot.

I.10 **BUILDING PLAN** : shall mean such plan for the construction of the multi-storied building which will be sanctioned by the Panihati Municipality in the name of the Land Owner hereof including proportionate share of land of the said building for construction of the

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building, including its modification and amenities and alterations if made at the cost and expenses of the Developer.

I.11. **TIME** : shall mean the construction shall be completed within 36 (Thirty Six) months from the date of Sanction Building Plan . Extra time should not be extended except nature climate.

I.12 **FLOOR AREA RATIO**: shall mean the floor area ratio available for construction in "the said Premises" according to the prevalent Municipal Law.

I.13 **ENCUMBRANCES** : shall mean charges, liens, lispendens, claims, liabilities, trusts, demands, acquisitions or requisitions of Government and public Authorities.

I.14. **SINGULAR NUMBER** : shall include the plural and vice-versa.

I.15. **MASCULINE** : shall mean and include feminine and vice versa.

I.16. **SUPER BUILT UP AREA** : shall mean the covered area of the said flat / unit / office space apartment together with portion of common area x 20% and such proportionate share in the common parts which shall be determined by the Developer in its absolute discretion and to be certified by the Architect.

I.18. The Land Owner hereby declares that she is the sole and absolute owner of the said property mentioned in the First schedule hereunder and the same is free from all encumbrances and the Owner has a good and marketable title in respect thereof and there is no impediment to the development of the said property and / or entrusting the work of the construction of the building to the Developer in the manner as herein

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agreed upon. Furthermore Owner also declares that the said property is in her physical possession and occupation.

1.19. The Land Owner agree that after the execution of this Agreement the Owner shall not in any manner encumber, mortgage, sale, transfer, let out or otherwise deal with or dispose of the said property or portion thereof except in the manner as herein expressly provided.

1.20. The Land Owner hereby also undertakes that the Developer shall have the right to amalgamation with the adjacent plot as well as all this property in to a single plot and shall be entitled to construct and complete the new Multi Storied building on the said property as per the plan to be sanctioned by the Panihati Municipality and to retain and enjoy the Developer's portion therein without any interruption or interference from the Owner or any person or persons lawfully claiming through or under the Owner and the Owner hereby undertakes to indemnify and keep the Developer indemnified against all losses, damage, costs charges and expenses incurred as a result of any breach of this undertaking.

ARTICLE –II, COMMENCEMENT

1.22. This Agreement shall be deemed to have been commenced on and with effect from 21.4... day of February , 2025.

ARTICLE – III, LAND OWNER'S RIGHTS & REPRESENTATION

&

INDEMNITY ON TITLE OF THE PROPERTY

3.1. POSSESSION : The Land Owner is now seized and possessed of and/or otherwise well and sufficiently entitled to the said premises and shall deliver physical possession.

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3.2. The Land Owner shall not entitled to mortgage or deposited the said property as the security to any person/persons or any other authority.

3.3. The said land premises, is free from all encumbrances and the Land Owner have marketable title in respect of the said premises.

3.4. That the Land Owner and the Developer will have the title over the top roof of the proposed multi-storied building but Flat owners may use the top roof the proposed multi-storied building but Shop / Garage owners are not allow to use the top roof.

ARTICLE- IV, DEVELOPER / PROMOTER'S RIGHTS.

4.1. The Land Owner hereby grant permission subject to what have been hereunder provided, exclusive right to the Developer to build and construct a Multi-storied building upon the said premises of the Land Owner in accordance with the building plan so to be sanctioned by Panihati Municipality at the costs and expenses of the Developer in the name of the Land Owner with or without any amendment and/or modification to be made or caused to be made thereon by the developer. I the Land Owner also give permission to the Developer's be able to enter into a Development Agreement with our neighbour.

4.2. All application, plans and other papers and documents that may be required by the Developer for the purpose of obtaining necessary sanction from the Panihati Municipality shall be prepared and submitted by the Developer on behalf of the Land Owner and the Land Owner shall sign all such plans, application, other papers and documents as and when

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necessary and all costs and expenses for the Development including plan sanction costs will be borne by the Developer.

4.3. It is made clear that all the flats/shops/garages/units 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 take advance money from the prospective buyers at any consideration or price at the self discretion of the Developer.

4.4. Nothing in this presents shall be constructed as a demise or assignment or conveyance in law by the Land Owners of the said premises or any part there to the Developer as Creating any right, title or interest in respect thereof to the Developer other than exclusive license to the Developer to develop the said in terms hereof and to deal with the Developer's allocation with to interest to realise the amount invested with profit from the sale of Developer's allocation.

4.5. The developer upon completion of the entire constructional work of the building shall obtain completion certificate from appropriate authorities at its own cost and expenses and shall hand over the same to the Land owner.

ARTICLE – V – CONSIDERATION

5.1 The Developer has agreed to built the said proposed multi-storied building on the said Land of the Land Owner exclusively at its own cost and expenses and Land Owner shall not be required to contribute any sum towards the cost of construction of the said multi-storied building or otherwise.

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5.2 In consideration of the Land Owner being agreed to grant exclusive right for developing the said premises in addition to the Land Owner allocation so provided hereunder in Second Schedule. The Developer 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 Land Owner.
- 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 on account of causing the plan or map prepared and to get the same sanctioned by the Panihati Municipality.
- d) Costs, charges and expenses incurred for installation of water supply line, electricity service connection and main meter, sewerages, drainage and other connections.

ARTICLE – VI, PROCEDURE

6.1. The Land owner simultaneously with the execution of the present agreement shall grant a Registered Development power of Attorney unto and in favour of the Developer/Developer's nominated person for doing all such necessary acts, deeds and things for development of the said premises of the Land Owner including obtaining the necessary building plan from the Panihati Municipality in the name of the Land Owner 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 into agreement for sale with different prospective

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purchaser/s towards sale of flats and also to prepare necessary deeds of conveyance.

6.2. It is categorically agreed between the parties hereof that, the Developer shall obtain the requisite sanctioned building plan from the authorities of the Panihati Municipality and shall complete the entire constructional work of the building within the period of 36 (Thirty Six) months from the date of Sanction Building Plan , unless the work is stopped by the natural calamities or by any act of God or due to intervention of Govt. Bodies. The Land Owners or the Developer as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of "Force-Majeure" with a view that obligation of the party effected by the Force Majeure shall be suspended for the duration of the Force-Majeure.

ARTICLE - VII, DEVELOPER'S POWER FOR
CONSTRUCTION AND TRANSFER

7.1 The Developer shall appoint Architects, Engineers, labour etc and to supervise, carry out the development work through contractors, Architecture and surveyors as may be required for construction a Multi-storeyed Building over the below mentioned schedule property.

7.2 The Developer shall prepare plans for the development of the said property describe in the First schedule hereunder written and to sign and

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submit the same to the concern authority and Municipality for obtaining approval and Sanctioned plan of the same on behalf of the Land Owner in respect of First Schedule Property mentioned hereunder.

7.3 The Developer shall represented the Land Owner by the before all concerned authorities in connection with the development of the said property.

7.4 The Developer shall pay various deposits to the municipality and other concerned authorities as may be necessary for the purpose of carrying out the development work on the said property and constructions of the structure thereon and to claim refund of such deposits paid by the developer and to give valid and effectual receipts on behalf of the Land Owner in connection with the refund of such deposits.

7.5 The Developer shall purpose of obtaining approach different authorities and offices for the purpose of obtaining various permissions and other service connection including water and electricity for carrying out the complete the development of the said property and construction of building plan.

7.6 The Developer shall appear before the Govt. Department as also the Panihati Municipality or any concerned authorities for the purpose of obtaining necessary 'No objection Certificate' and or permission and on sanction in regard to the carrying out construction of the said building and completion thereof.

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7.7 The Developer shall negotiate on terms and enter into agreement for sale or otherwise to deal with the dispose of the several flats/units to be constructed and to receive consideration from the intending purchaser or purchasers thereof and to give proper and lawful discharge for the same save and **except the owners' allocation** stated in this Agreement.

7.8 The Developer shall be entitled to sell the flats/ units and other portion capable of being sold independently **except the owners' allocation**.

7.9 The Developer shall sign all Agreement, Sale Deed, Deed of Conveyance, Memorandum of Understandings and sign all letters of allotments, exchanges and possession letters and other necessary documents and receive all advances, consideration amount from them on behalf of Land Owner and upon receipt thereof or any part thereof to give and issue valid proper and effectual receipts and discharges for the same.

7.10 The Developer shall appear and represent Land Owner before the property Registrar of Assurance Office, DSR and ADSR Office and any other official and authority and present for registration the Deed or Deed of Conveyance/s of the sellable flats **except the owners' allocation** or any

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other instruments of whatsoever nature in respect thereof and admit execution for and on my behalf.

7.11 The Developer shall sign the no objection certificate for the mutation procedure of Appropriate Municipal Authority or other authorities for the intending purchaser of the developer's allocation on behalf of the Land Owner.

7.12 To issue letters and writings and or undertaking as may be required from time to time by the local Municipal authority and or other concerned authorities for the purpose of carrying out the development work in respect of the said property as also in respect of construction of the building.

7.13 The Developer shall appear for/and behalf and owners in all courts of civil and or criminal and to sign execute verify presents and file all application plaint petition, written statement vakalatnama or any other documents expedient if necessary in the opinion of the developer or be made signed executed verified presented or filed and to receive back such documents.

7.14 The Developer shall appoint pleaders, solicitors, advocates to appear and in any court or any Govt. Department or local Municipality and to revoke such appointments and to substitute any other in their place and stead.

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7.15 The Developer shall swear affidavit or affidavits before the Magistrate on behalf Land Owner if required for the purpose of the construction of the proposed building.

ARTICLE - VIII , DEALING SPACE IN THE BUILDING

8.1. The Developer shall at its own costs and expenses and without creating any financial or other liability, upon the Land Owner construct and complete the said proposed multi-storied building having several self contained Flats, Shops and Garages in accordance with the sanctioned building plan.

8.2. 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 / garages together with proportionate share of land excluding the space provided under Land Owner' allocation so mentioned 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 Land Owner herein will have no right and share and will not be entitled to any portion thereof.

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ARTICLE - IX . BUILDING.

9.1. The Developer shall at the Developer's own costs, constructed 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.

9.2. As long as the Developer duly observes and performs obligation in terms of this agreement, the Land owner agrees and covenant with the Developer not cause any interference or hindrance in the constructional works 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.

ARTICLE X, COMMON RESTRICTIONS

10.1. The Land Owner's allocation in the proposed building shall be subject to the same restriction and use as is applicable to the Developer's allocation in the building intended & common benefits of all occupiers of the building which shall include the followings.

10.2. 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

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might have cause any nuisance or hazard to the other occupiers of the Building.

10.3. 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.

10.4. Both the Land Owner 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.

10.5. No goods or 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.

10.6. 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.

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

ARTICLE XI, LANDOWNER'S OBLIGATION

11.1. The Land Owner do hereby agree and covenant 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.

11.2. That the Land Owner will be liable to pay all the outstanding liabilities regarding the under Schedule property till the date of execution of this Agreement.

11.3 That the Land Owner will solely responsible to meet up his family disputes or any type of disputes regarding the title relating to the below mentioned First Schedule property during the course of construction in Progress.

ARTICLE - XII, DEVELOPER'S OBLIGATION

12.1 The Developer doth hereby agrees and covenants with the Land Owner to complete the constructional work of the said multi-storied

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building within 36 (Thirty Six) months from the date of Sanction Building Plan of the proposed Multi – Storied Building.

12.2 The Developer hereby agrees and covenants with the Land Owner 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 Land Owner.

12.3 That the Developer will arrange an alternative accommodation for the Land Owner, until the delivery of possession of his allocated portion and also pay a rent for his alternative accommodation.

ARTICLE – XIII, MISCELLANEOUS

13.1 The Land Owner 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 Land Owner or as a Joint Venture between the parties hereto in any manner nor shall the parties here to constitute an association of persons.

13.2 Any notice required to be given by the Developer to the Land Owner shall without prejudice to any other mode of service available be deemed to have been served on the Land owner if delivered by hand and duly acknowledged or sent by registered post with due acknowledgement

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and shall likewise be deemed to have been served on the Developer by the Land owner if delivered by hand and acknowledge or sent by registered post with due acknowledgment to the registered office of the developer.

13.3 The Developer and the Land owner 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 Land owner hereby, agree to abide by all the rules and regulations to be framed by any society / association / holding organisation and/or 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 his consent to abide by such rules and regulations.

13.4 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 Land owner and/or his transferees shall each be liable to pay and bear proportionate charges on account of Municipal Taxes, rates and charges and other Government/Statutory taxes & outgoing payable in respect of their respective allocations.

ARTICLE - XIV : FORCE MAJEURE

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

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

14.2 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 - XV . ARBITRATION

15.1 That all disputes and differences arising out of this Agreement or in respect of this Agreement will be referred to the Arbitrator namely Sri Arijit Roychowdhury, Advocate, Barrackpore, Court and the decision of the said Arbitrator shall be final and being upon all the parties and the entire proceedings of the said Arbitration will be under Arbitration and cancellation Act.1996.

THE FIRST SCHEDULE ABOVE REFERRED TO

(The description of the Property)

ALL THAT piece or parcel of 'Bastu' land measuring more or less **4 (Four) Katha 20 (Twenty) Sq.ft. Bastu Land togetherwith 100 Sq.ft. R.T. Shed**, which is lying and situated at Mouza – Ghola, J.L. No – 14, Re. Sa No – 103, Touzi No - 6, 63, 163 & 172, in

Contd. ... Next Page

R.S. Dag No - 1093 corresponding L.R. Dag No – 1365 under R.S.

Khatian No – 1789 corresponding L.R. Khatian No - 11164 , within

the jurisdiction of A.D.S.R. Sodepur , Police Station – Ghola , local

limits of Panihati Municipality , Ward No 28 , **Holding No – 2** at

Abhoy Banerjee Road , P.O.- Ghola Bazar , P.S. – Ghola , Kolkata

– 700111 , District – North 24 Parganas , which is butted and

bounded as under:-

ON THE NORTH :- Property of Jugal Ch. Chattopadhyya .

ON THE SOUTH :- 10 ft. wide Municipal Road .

ON THE EAST :- Property of Anjali Mukherjee .

ON THE WEST :- 25 ft. wide Municipality Road .

THE SECOND SCHEDULE ABOVE REFERRED TO

OWNERS ALLOCATION & CONSIDERATION

OWNER'S ALLOCATION : In consideration of the Land Owners permission and/or allowing the Developers herein to develop the said premises and construct Multi - Storied Building thereon in the manner and in terms and conditions of this agreement and according to plan to be sanctioned by the Panihati Municipality and ALL THAT the Land

Contd. ... Next Page

Owners shall get **entire First Floor** of the proposed multi – storied building.

THE THTRD SCHEDULE ABOVE REFERRED TO

DEVELOPER ALLOCATION : shall mean save and except the Owner allocation of the proposed multi-storied building shall mean remaining portion of the constructed area of the building along with proportionate area of land and common spaces and other facilities of the provision of the OWNER'S ALLOCATION and all the sell proceed of the DEVELOPER'S ALLOCATION shall be received by the Developer i.e., **M/S LORD JAGANNATH ARCADE** and will Register the Deed of Conveyance / Conveyances in favour of the intending Purchaser / Purchasers.

THE FOURTH SCHEDULE ABOVE REFERRED TO
SPECIFICATION OF CONSTRUCTION

STRUCTURE: Building designed with R.C.C. frame Structure which rest on individual column, design approved by the competent authority.

BRICKWORK : 8", 5" and 3" thick brick wall in cement mortal (1:6 / 1:4) ratio.

FLOORING: Tiles in all Bed Rooms, Balcony, Drawing cum Dining Room, Bathrooms with 6" skirting.

Contd. ... Next Page

PIASTERING :- All walls be cement plastered with plaster of parish .

W.C. & TOILET :- W.C. European type with cistern, wall white glazed tiles upto 5"-6" height above 6" skirting. one light point, one exhaust fan point.

DOOR:- All doors are Sal wood frames & flash door shutter. Main door will be of good quality flash Door.

WINDOWS:- Aluminium Frame from aluminium section with fully glass panel and good quality grill will be provided in the windows.

KITCHENT:- Black Stone cooking platform for gas slab, Inbuilt Sink by Black Stone with two tap point, glazed tiles (white colour) above Kitchen platform upto 2'- 6" height.

PLUMBING:- All plumbing connections will be concealed with CPVC / PVC and any suitable materials as will be decided by the Developer in Toilet one shower, two taps, one White colour Basin stand will be fitted at a suitable place of the flat.

ELECTRIC:- All electric connections will be done by concealed wiring total 15 nos. of electric points of each flat.

Contd. ... Next Page

PAINTING :- Inside wall of the flat will be furnished with plaster of paris and external wall with snowcem paint. Two coats of weather coat paint.

WATER:- From the Deep Tube well to overhead water Reservoir arrangement and from the overhead Reservoir to all the Flats 24 hours water supply.

STAIR & LIFT : construction & design by the Developer Choice.

The specification can be altered according to the mutuality of the parties.

N.B. If any extra works are required to be done, the Developers shall carry on said extra works, subject to payment of extra charges by the Land Owners in advance before starting the said extra works . Lift and Meter cost paid by the Land Owner's.

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, pump room, tube-well , septic tank, Electric meter room, drawing room, water pipe lines, drains pipe line and proportionate share of land underneath, underground water reservoir, over head water tank, water pump and motor and other

Contd. ... Next Page

facilities which may be required for enjoyment maintenance or management of the said building by all occupiers of the building.

IN WITNESS WHEREOF the parties herein hereto set and subscribe their hands and execute this Development Agreement on this the day, month and year first above written.

SIGNED, SEALED AND DELIVERED IN
THE PRESENCE OF WITNESSES :-

1. Sayantan Dhan

2. Anil Dutta.
G/o - Late Anil Dutta.
Abhay Banerjee Road,
P.O. - Ghose Bazar,
KOL - 700111.

Sunanda Modak.

Signature of the Land Owner

In terms of Documents supplied

By the Land Owner

Drafted & prepared by me

Arijit Roychowdhury
Advocate
Barrackpore Court
Enrolment No. -

F/791/1967/13

Lord Jagannath Arcade

Koushik Mukherjee
Proprietor

Signature of the Developer

Typed by :-
S. K. S. R. O.

A.D.S.R.O., Barrackpore.

DISTRICT NORTH 24 PARGANAS

**OFFICE OF THE A.D.S.R.O. (B.K.P.)/SODEPUR/NAHIATI/D.S.R. BARASAT/COSSIPORE, DUDDUM

LEFT HAND FINGER PRINT NAME

LITTLE	RING	MIDDLE	FORE	THUMB
				

RIGHT HAND FINGER PRINT

THUMB	FORE	MIDDLE	RING	LITTLE
				

SIGNATURE Sunanda Modak.

LEFT HAND FINGER PRINT NAME

LITTLE	RING	MIDDLE	FORE	THUMB
				

RIGHT HAND FINGER PRINT

THUMB	FORE	MIDDLE	RING	LITTLE
				

SIGNATURE Konkar Mukherjee

LEFT HAND FINGER PRINT NAME

LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINT

THUMB	FORE	MIDDLE	RING	LITTLE

SIGNATURE



Sunanda Modak.



Konkar Mukherjee

Space for
photo



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



192024250414198618

GRN Details

GRN:	192024250414198618	Payment Mode:	SBI Epay
GRN Date:	20/02/2025 22:33:41	Bank/Gateway:	SBlePay Payment Gateway
BRN :	6182726334127	BRN Date:	20/02/2025 22:33:54
Gateway Ref ID:	2957085436	Method:	IDBI Bank-Retail NB
GRIPS Payment ID:	200220252041419860	Payment Init. Date:	20/02/2025 22:33:41
Payment Status:	Successful	Payment Ref. No:	2000517628/3/2025
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	Mr ARIJIT ROYCHOWDHURY
Address:	BARRACKPORE COURT
Mobile:	8910789675
Period From (dd/mm/yyyy):	20/02/2025
Period To (dd/mm/yyyy):	20/02/2025
Payment Ref ID:	2000517628/3/2025
Dept Ref ID/DRN:	2000517628/3/2025

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000517628/3/2025	Property Registration- Stamp duty	0030-02-103-003-02	2020
2	2000517628/3/2025	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				2041

IN WORDS: TWO THOUSAND FORTY ONE ONLY.

Major Information of the Deed

Deed No :	I-1524-01343/2025	Date of Registration	21/02/2025
Query No / Year	1524-2000517628/2025	Office where deed is registered	
Query Date	20/02/2025 1:01:40 PM	A.D.S.R. SODEPUR, District: North 24-Parganas	
Applicant Name, Address & Other Details	Arijit Roy Chowdhury Barrackpore Court, Thana : Barrackpore, District : North 24-Parganas, WEST BENGAL, PIN - 700120, Mobile No. : 8910789675, Status : Advocate		
Transaction		Additional Transaction	
[0139] Sale, Development Power of Attorney		[4305] Other than Immovable Property, Declaration [No of Declaration : 2]	
Set Forth value		Market Value	
		Rs. 35,74,442/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 7,020/- (Article:48(g))		Rs. 21/- (Article:E, 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: PANIHATI, Road: Abhay Banerjee Road, Mouza: Ghola, JI No: 14, Pin Code : 700111

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1365 (RS :-)	LR-11164	Bastu	Bastu	4 Katha 20 Sq Ft		35,44,442/-	Width of Approach Road: 25 Ft.,
Grand Total :					6.6458Dec	0 /-	35,44,442 /-	

Structure Details :

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

Principal Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Smt Sunanda Modak (Presentant) Wife of Shri Koustav Mukherjee Executed by: Self, Date of Execution: 21/02/2025 , Admitted by: Self, Date of Admission: 21/02/2025 ,Place : Office	Photo  21/02/2025	Finger Print  Captured LTI 21/02/2025	Signature  21/02/2025
Dwarik Banerjee Road, Sadhur Bagan, City:- , P.O:- Agarpara, P.S:-Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700109 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX3 , PAN No.: bLxxxxxx1K, Aadhaar No: 36xxxxxxxx8484, Status :Individual, Executed by: Self, Date of Execution: 21/02/2025 , Admitted by: Self, Date of Admission: 21/02/2025 ,Place : Office				

Attorney Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Lord Jagannath Arcade Dwarika Nath Banerjee Road, City:- , P.O:- Agarpara, P.S:-Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700109 , PAN No.: BHxxxxxx1F, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Shri Koustav Mukherjee Son of Shri Kanchan Mukherjee Date of Execution - 21/02/2025 , , Admitted by: Self, Date of Admission: 21/02/2025, Place of Admission of Execution: Office	Photo  Feb 21 2025 12.07PM	Finger Print  Captured LTI 21/02/2025	Signature  21/02/2025
Dwarik Banerjee Road , Sadhur Bagan, City:- , P.O:- Agarpara, P.S:-Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700109, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX9 , PAN No.: BHxxxxxx1F, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Lord Jagannath Arcade (as proprietor)				

Identifier Details :

Name	Photo	Finger Print	Signature
Shri Sayantan Dhar Son of Shri Ajit Dhar Uttar Nimta, City - , P.O:- Nimta, P.S:- Nimta, District:-North 24-Parganas, West Bengal, India, PIN:- 700049		 Captured	
	21/02/2025	21/02/2025	21/02/2025
Identifier Of Smt Sunanda Modak, Shri Koustav Mukherjee			

Land Details as per Land Record

District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: Abhay Banerjee Road, Mouza: Ghola, JI
No: 14, Pin Code : 700111

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1365, LR Khatian No:- 11164	Owner:সুনন্দা মোদক, Gurdian:(কৌস্তব মুখার্জী), Address:বিলুয়া, Classification:উদ্যান, Area:0.06650000 Acre,	Smt Sunanda Modak

Endorsement For Deed Number : I - 152401343 / 2025

On 21-02-2025

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 12.01 hrs on 21-02-2025, at the Office of the A.D.S.R. SODEPUR by Smt Sunanda Modak ,Executant.

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 35,74,442/-

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

Execution is admitted on 21/02/2025 by Smt Sunanda Modak, Wife of Shri Koustav Mukherjee, Dwarik Banerjee Road, Sadhur Bagan, P.O: Agarpada, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700109, by caste Hindu, by Profession Business

Indetified by Shri Sayantan Dhar, , , Son of Shri Ajit Dhar, Uttar Nimta, P.O: Nimta, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 21-02-2025 by Shri Koustav Mukherjee, proprietor, Lord Jagannath Arcade (Sole Proprietorship), Dwarika Nath Banerjee Road, City:- , P.O:- Agarpada, P.S:-Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700109

Indetified by Shri Sayantan Dhar, , , Son of Shri Ajit Dhar, Uttar Nimta, P.O: Nimta, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- (E = Rs 21.00/-) 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 20/02/2025 10:33PM with Govt. Ref. No: 192024250414198618 on 20-02-2025, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 6182726334127 on 20-02-2025, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 2,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 2284, Amount: Rs.5,000.00/-, Date of Purchase: 13/02/2025, Vendor name: H C Sadhu

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/02/2025 10:33PM with Govt. Ref. No: 192024250414198618 on 20-02-2025, Amount Rs: 2,020/-, Bank: SBI EPay (SBlePay), Ref. No. 6182726334127 on 20-02-2025, 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 1524-2025, Page from 40416 to 40454

being No 152401343 for the year 2025.



Debjani Halder

Digitally signed by DEBJANI HALDER
Date: 2025.02.25 14:21:29 +05:30
Reason: Digital Signing of Deed.

(Debjani Halder) 25/02/2025

**ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
West Bengal.**