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पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

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Whereby the document is admitted to registration. The signature sheet / sheets and the endorsement sheet / sheets attached to this document are the part of this document.

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North 24 Parganas, Barasat

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AGREEMENT FOR DEVELOPMENT WITH DEVELOPMENT POWER OF ATTORNEY

THIS AGREEMENT FOR DEVELOPMENT WITH DEVELOPMENT POWER OF ATTORNEY is made on this the 29th day of JULY, 2024 (TWO THOUSAND AND TWENTY FOUR) of the Christian Era.

নম্বর : 8305 26024
সন ও তারিখ :
ক্রেতার নাম :
স্থান :
ক্রেতার নাম :
ক্রেতার নাম :

স্বাক্ষরিত কোড
স্বাক্ষর : ২৪ পরগণা
তারিখ : 16 MAY 2024
স্ট্যাম্প : HS 400000
স্বাক্ষর :
স্বাক্ষর :
স্বাক্ষর :



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Sanjit K. Khosh
S/o - Amita Lal Khosh
of - Barasat Court
Vol - 702124
Occ - Lawe Lok
29 JUL 2024

B E T W E E N

SHRI SUSIL KUMAR CHAKRABORTY ALIAS SUSIL CHAKRABORTY, PAN NO. ACEPC1419R, Voter I. Card No. RQL0736942, Son of Late Bijoy Lal Chakraborty, by Nationality – Indian, by Faith – Hindu, by Occupation – Retired Person, residing at Chakraborty Para, Uttar Baluria, P.O. Nabapally, P.S. Barasat, Kolkata – 700126, Dist – North 24 Parganas, hereinafter called and referred to as **LAND OWNER** (which terms and/or expression shall unless excluded by or repugnant to the context or subject or deemed to mean and included his heirs, executors, administrators, legal representatives and/or assigns) of the **ONE PART.**

A N D

A. R. INFRASTRUCTURE, PAN NO. ACGFA0056J a Partnership Firm incorporated under the Indian Partnership Act, having its Office at 3/A, N.D.P.-I, Sarojini Pally, P.O. Nabapally, P.S. Barasat, Kolkata – 700 126, Dist – North 24 Parganas, represented by its Partners **(1) SMT. SHARMISTHA BHATTACHARYA**, PAN NO. AIEPL1568N, Voter I. Card No. RQL1994656, W/o. Shri Rupayan Bhattacharya, residing at Sarojni Pally, P.O. Nabapally, P.S. Barasat, Kolkata – 700 126, Dist – North 24 Parganas AND **(2) SMT. SAPTAPARNA DAS**, PAN NO. APLPD2481E, Voter I. Card No. CKW2791986, Wife of Shri Arnab Kumar Das, residing at 5/12, Sarojini Pally, P.O. Nabapally, P.S. Barasat, Kolkata – 700 126, Dist – North 24 Parganas, both are by Nationality – Indian, by Faith – Hindu, by Occupation – Business, hereinafter called the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its Principles, heirs, legal representatives, successors and assigns) of the **OTHER PART.**

LAND OWNER and the DEVELOPER collectively Parties and individual party.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-

1. Subject : Matter of Development.



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2. Development Project & Appurtenances :

PROJECT PROPERTY :

ALL THAT a piece and parcel of landed property measuring about **22 Decimals (as per deed) 19 Decimals (as per physical measurement)** be the same a little more or less together with a pucca structure measuring **350 Sq.ft.** in lying and situated under **MOUZA – BALURIA**, J.L. No. 37, Re.Su. No. 227, Touji No. 146, Pargana – Anowarpur, comprised in Nija Khatian No. 366 under Khatian No. 338, in Hal R.S. Khatian No. 863, corresponding to **L.R. Khatian No. 1628**, appertaining to **R.S. & L.R. Dag No. 1101**, under the Collector of North 24 Parganas for and on behalf of Government of West Bengal, within the local limits of Barasat Municipality under **Holding No. 77, Chakraborty Para (Uttar Baluria) in Ward No. 05**, under P.S. Barasat, A.D.S.R.O. Kadambagachi, Kolkata – 700 124, Dist – North 24 Parganas, more fully described in the **FIRST SCHEDULE** hereinafter written.

3. Background, Representations, Warranties and Covenants :

REPRESENTATIONS AND WARRANTIES REGARDING TITLE : The Landowner has made the following representations and given the following warranties to the Developer regarding title.

- a) **WHEREAS** one Fakir Ahammed Mondal, S/o. Late Babu Mondal was the absolute Owner and peaceful possessor of **ALL THAT** a piece and parcel of land measuring 29 Decimals more or less lying and situated at **MOUZA – BALURIA**, J.L. No. 37, Re.Su. No. 227, Touji No. 146. Comprised in Nija Khatian No. 366 under Khatian No. 338, in Hal R.S. Khatian No. 863, in **R.S. & L.R. Dag No. 1101**, under P.S. Barasat, A.D.S.R.O. Kadambagachi, Kolkata – 700 126, Dist – North 24 Parganas, which was obtained by way of inheritance after demise of his father and by way of amicable partition.
- b) **AND WHEREAS** said Fakir Ahammed Mondal while seized, possessed and enjoyed the aforesaid landed property, sold, transferred and conveyed the said land measuring 17 Cottahs 09



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Chittacks i.e. 29 Decimals more or less under MOUZA – BALURIA, Comprised in Nija Khatian No. 366 under Khatian No. 338, in Hal R.S. Khatian No. 863, in R.S. & L.R. Dag No. 1101 unto and in favour of Smt. Chapala Bala Debi, Wife of Upendra Nath Chakraborty by virtue of a Registered Mourahi Mokarari Patta Deed being No. 5070 dated 14/06/1955 which was duly Registered at S.R.O. Barasat and recorded the same in Book No. I, Volume No. 53, Pages from 281 to 283 for the year 1955 and accordingly said Fakir Ahammed Mondal delivered the khas possession of the said landed property unto and in favour of said Smt. Chapala Bala Debi.

c) **AND WHEREAS** said Smt. Chapala Bala Debi after purchasing the aforesaid landed property by virtue of aforesaid Registered Mourahi Mokarari Patta Deed being No. 5070 for the year 1955, became the absolute Owner of the said landed property and she mutated and recorded her name before the local B.L. & L.R.O. in Revisional Settlement Records of Right in R.S. Khatian No. 863 and said Smt. Chapala Bala Debi while seized, possessed and enjoyed the aforesaid landed property died intestate and her husband namely Upendra Nath Chakraborty also died intestate leaving behind their only son Bijoy Lal Chakraborty as their only legal heir and successor to inherit their aforesaid landed property and after demise of said Chapala Bala Debi and after demise of said Upendra Nath Chakraborty, their aforesaid son namely said Bijoy Lal Chakraborty obtained the aforesaid landed property measuring more or less 29 Decimals by way of inheritance under Hindu Succession Act. Left by said deceased Chapala Bala Debi and deceased Upendra Nath Chakraborty.

d) **AND WHEREAS** said Bijoy Lal Chakraborty after obtaining the aforesaid landed property measuring 29 Decimals more or less by way of inheritance seized, possessed and enjoyed the aforesaid landed property as a rightful Owner and said Shri Bijoy Lal



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Chakraborty while seized, possessed and enjoyed the aforesaid landed property, sold, transferred and conveyed some portions of landed property out of the aforesaid landed property measuring 29 Decimals and while said Bijoy Lal Chakraborty retained the remaining portion of landed property died intestate leaving behind him his only son namely Shri Susil Kumar Chakraborty alias Susil Chakraborty as his only legal heir and successor to inherit his aforesaid landed property and after demise of said Bijoy Lal Chakraborty his aforesaid son as his only legal heir and successor namely said **Shri Susil Kumar Chakraborty alias Susil Chakraborty, the Land Owner herein** obtained the aforesaid landed property by way of inheritance under Hindu Succession Act left by said deceased Bijoy Lal Chakraborty.

- e) **AND WHEREAS** all that a piece and parcel of another adjacent plot of land measuring 02 Cottahs 08 Chittacks more or less i.e. more or less 04 Decimals lying and situated at MOUZA – BALURIA, Comprised in Nija Khatian No. 366 under Khatian No. 338, in Hal R.S. Khatian No. 863, in R.S. & L.R. Dag No. 1101 originally belonged to one Shri Debendra Nath Chakraborty, S/o. Late Kali Prasanna Chakraborty, which was purchased from said Bijoy Lal Chakraborty and Shri Girindra Lal Chakraborty by virtue of a Registered Deed of Sale being No. 4848 dated 30/03/1966 which was duly registered at S.R.O. at Barasat and said Shri Debendra Nath Chakraborty while seized, possessed and enjoyed the aforesaid landed property measuring 02 Cottahs 08 Chittacks i.e. more or less 04 Decimals, sold, transferred and conveyed the said land measuring 02 Cottahs 08 Chittacks i.e. more or less 04 Decimals unto and in favour of **Shri Susil Kumar Chakraborty alias Susil Chakraborty, S/o. Shri Bijoy Lal Chakraborty, the Land Owner herein** by virtue of a Registered Deed of Sale being No. 12235 dated 03/08/1966 which was duly registered at S.R.O.



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Barasat and recorded the same in Book No. I, Volume No. 137, Pages from 294 to 296 for the year 1966.

- f) **AND WHEREAS** thus said **Shri Susil Kumar Chakraborty alias Susil Chakraborty, the Land Owner herein** become the absolute Owner of the total landed property measuring **22 Decimals more or less together with a pucca structure measuring 350 Sq.ft.** lying and situated at **MOUZA – BALURIA**, J.L. No. 37, Re.Su. No. 227, Touzi No. 146. Comprised in Nija Khatian No. 366 under Khatian No. 338, in Hal R.S. Khatian No. 863, in R.S. & L.R. Dag No. 1101 by way of inheritance under Hindu Succession Act. and by virtue of a Registered Deed of Sale being No. 12235 for the year 1966 and he mutated and recorded his name before the local B.L. & L.R.O in L.R. Records of right in **L.R. Khatian No. 1628 in R.S. & L.R. Dag No. 1101** and also recorded his name before the local Barasat Municipality under **Holding No. 77, Chakraborty Para (Uttar Baluria) in Ward No. 05** and paid respective Municipal Tax and Khazna in respect of his aforesaid landed property.
- g) **AND WHEREAS** thus aforesaid manner said **Shri Susil Kumar Chakraborty alias Susil Chakraborty, the Land Owner herein** become the absolute owner of the sad “BASTU” land measuring **22 Decimals together with a pucca structure measuring 350 Sq.ft.** under **MOUZA – BALURIA**, J.L. No. 37, Re.Su. No. 227, Touzi No. 146. Comprised in Nija Khatian No. 366 under Khatian No. 338, in Hal R.S. Khatian No. 863, corresponding to **L.R. Khatian No. 1628 in R.S. & L.R. Dag No. 1101**, under the Collector of North 24 Parganas for and on behalf of Government of West Bengal, within the local limits of Barasat Municipality under **Holding No. 77, Chakraborty Para (Uttar Baluria) in Ward No. 05** under P.S. Barasat, A.D.S.R.O. Kadambagachi, Kolkata – 700 126, Dist – North 24 Parganas, which is more fully described in the **FIRST SCHEDULE** hereunder written by way of inheritance under Hindu



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Succession Act left by said deceased Bijay Lal Chakraborty and by virtue of a Registered Deed of Sale being No. 12235 for the year 1966 and paying respective rents and taxes to the concerned authorities on regular basis and they seize, possess and enjoying the same without any interruption and he has every right, title, interest and in physical possession over the said property which is free from all encumbrances.

4. Absolute Sole Ownership of SHRI SUSIL KUMAR CHAKRABORTY

ALIAS SUSIL CHAKRABORTY, THE LAND OWNER HEREIN : Thus on the basis of aforesaid manner i.e. by way of inheritance as per Hindu Succession Act, and by virtue of a Registered Deed of Sale being No. 12235 for the year 1966 said **SHRI SUSIL KUMAR CHAKRABORTY ALIAS SUSIL CHAKRABORTY, THE LAND OWNER HEREIN** become the absolute Owner of the aforesaid "BASTU" land measuring **22 Decimals more or less together with a pucca structure measuring 350 Sq.ft.** under **MOUZA – BALURIA**, J.L. No. 37, Re.Su. No. 227, Touzi No. 146. Comprised in Nija Khatian No. 366 under Khatian No. 338, in Hal R.S. Khatian No. 863, corresponding to **L.R. Khatian No. 1628 in R.S. & L.R. Dag No. 1101**, under the Collector of North 24 Parganas for and on behalf of Government of West Bengal, within the local limits of Barasat Municipality under **Holding No. 77, Chakraborty Para (Uttar Baluria) in Ward No. 05** under P.S. Barasat, A.D.S.R.O. Kadambagachi, Kolkata – 700 126, Dist – North 24 Parganas more fully described in the **FIRST SCHEDULE** hereinafter written.

5. Record by SHRI SUSIL KUMAR CHAKRABORTY ALIAS SUSIL

CHAKRABORTY, THE LAND OWNER HEREIN : In the record of the concerned B.L. & L.R.O. in **L.R. Khatian No. 1628**, in **R.S. & L.R. Dag No. 1101** in the name of **Susil Kumar Chakraborty alias Susil Chakraborty, the Land Owner herein** and also mutated and recorded in the name of said **Susil Kumar Chakraborty alias Susil Chakraborty, the Land Owner herein** before the local Barasat



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Municipality under **Holding No. 77, Chakraborty Para (Uttar Baluria) in Ward No. 05** under P.S. Barasat, A.D.S.R.O. Kadambagachi, Kolkata – 700 126, Dist – North 24 Parganas in respect of their aforesaid plot of land.

6. **Desire of Development of the Land & Acceptance** : The said **SHRI SUSIL KUMAR CHAKRABORTY ALIAS SUSIL CHAKRABORTY, THE LAND OWNER HEREIN** express his desire to develop his aforesaid plot of land measuring **19 Decimals** (as per physical measurement) be the same a little more or less by constructing a multi storied building thereon after demolishing the existing structure, and the present Developer herein accepted the said proposal and the present owner have decided to enter into this present Development Agreement with the Developer herein for the land mentioned above and explicitly in the **FIRST SCHEDULE** hereunder written.

7. **Registered Power of Attorney** : For the smooth running of the said project, said **SHRI SUSIL KUMAR CHAKRABORTY ALIAS SUSIL CHAKRABORTY, THE LAND OWNER HEREIN** agreed to execute a registered Power of Attorney, by which the Landowner herein have appointed and nominated present Developer herein as his Constituted Attorneys, to act on behalf of the Landowner.

8. **DEFINITION** :

I) **LAND OWNERS** : shall mean the said **SHRI SUSIL KUMAR CHAKRABORTY ALIAS SUSIL CHAKRABORTY**, Son of Late Bijoy Lal Chakraborty, by Nationality – Indian, by Faith – Hindu, by Occupation – Retired Person, residing at Chakraborty Para, Uttar Baluria, P.O. Nabapally, P.S. Barasat, Kolkata – 700126, Dist – North 24 Parganas and their heirs heiresses, successors, executors, administrators and assigns as the case may be.

II) **DEVELOPER** : Shall mean the said **A. R. INFRASTRUCTURE**, a Partnership Firm incorporated under the India Partnership Act, having its Office at 3/A, N.D.P.-I, Sarojini Pally, P.O. Nabapally,



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P.S. Barasat, Kolkata – 700 126, Dist – North 24 Parganas, represented by its Partners **(1) SMT. SHARMISTHA BHATTACHARYA**, W/o. Shri Rupayan Bhattacharya, residing at Sarojni Pally, P.O. Nabapally, P.S. Barasat, Kolkata – 700 126, Dist – North 24 Parganas AND **(2) SMT. SAPTAPARNA DAS**, Wife of Shri Arnab Kumar Das, residing at 5/12, Sarojini Pally, P.O. Nabapally, P.S. Barasat, Kolkata – 700 126, Dist – North 24 Parganas, by Nationality – Indian, by Faith – Hindu, by Occupation – Business, and their heirs, executors, administrators, successors, legal representatives, nominees and assigns as the case may be.

III) **TITLE DEED** : Shall mean all the documents referred to hereinabove in the recital in respect of **Holding No. 77, Chakraborty Para (Uttar Baluria) in Ward No. 05** under P.S. Barasat, A.D.S.R.O. Kadambagachi, Kolkata – 700 126, Dist – North 24 Parganas.

IV) **PREMISES** : shall mean the official identity of the collective from or the said land with one or more building collectively i.e. **ALL THAT** a piece and parcel of “BASTU” land measuring **22 Decimals (as per deed) but physically measured as 19 Decimals more or less together with a pucca structure measuring 350 Sq.ft.** under **MOUZA – BALURIA**, J.L. No. 37, Re.Su. No. 227, Touzi No. 146. Comprised in Nija Khatian No. 366 under Khatian No. 338, in Hal R.S. Khatian No. 863, corresponding to **L.R. Khatian No. 1628 in R.S. & L.R. Dag No. 1101**, under the Collector of North 24 Parganas for and on behalf of Government of West Bengal, within the local limits of Barasat Municipality under **Holding No. 77, Chakraborty Para (Uttar Baluria) in Ward No. 05** under P.S. Barasat, A.D.S.R.O. Kadambagachi, Kolkata – 700 126, Dist – North 24 Parganas, The particulars of such premises more clearly written in the **FIRST SCHEDULE** hereunder written.



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- V) **AMALGAMATED LAND/AMALGAMATED PROPERTY:** shall mean the said land/or the said property with other surrounding or adjacent land or lands and or properties already acquired and/ or so may be acquired by the Developer and amalgamated and or adjoined with the said land and or said property by the Developer in future.
- VI) **PREMISES/AMALGAMATED PREMISES:** shall mean the official identity of the collective from or the said amalgamated land with one or more building collectively.
- VII) **Building :** shall mean multi storied building or buildings as shall be constructed in finished and habitable condition by the Developer confirming to the sanctioned Plan or Revise Plan to be prepared, submitted only by the Developer and sanctioned by the concerned Municipality and the said land described in the first schedule hereunder only and/or the said amalgamated land as stated herein above.
- VIII) **Common Facilities & Amenities :** Shall mean entrance of the building, septic tank, submersible pump, overhead water tank, water pipe lines, rain water pipe lines, staircase, stair, lift, and lift areas (if any) and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
- IX) **Saleable Space :** Shall mean the space within the building, which is to be available as an unit / flat for independent use and occupation in respect of Land Owner's Allocation & Developer's Allocation as mentioned in this Agreement.
- X) **Landowner's Allocation :** Shall mean the consideration in the form and nature of Landowner's Allocation against the project by the Landowner more fully described in **SECOND SCHEDULE** hereunder written Together With proportionate share in the land




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and the proposed building and together with proportionate share in common facilities and amenities.

- XI) Developer's Allocation :** Shall mean all the remaining area of the proposed multi storied building excluding Landowner's Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is morefully described in **THIRD SCHEDULE** written herein below.
- XII) Architect / Engineer :** Shall mean such person or persons being appointed by the Developer.
- XIII) Transfer :** With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowner as a transfer of space in the said building to intending purchasers thereof.
- XIV) Building Plan :** Shall mean such plan and /or revised sanctioned plan for the construction of the multi storied building, which will be sanctioned by the Barasat Municipality in the name of the Landowner for construction of the building, including its modification and amenities and alterations.
- XV) Built Up Area (For any Individual Unit) :** Here Built up area means the area covered with outer wall and constructed for the unit including fifty percent area covered by the common partition wall between two units and cent percent area covered by the individual wall for the said unit.
- XVI) Covered Area (For any Individual Unit) :** Here covered area means total built up area for any unit plus proportionate share of stairs, lobby und lift areas (if any).
- XVII) Super Built Up Area (For any Individual Unit) :** Here super built up area means the total covered area plus proportionate area of stair, lift and lobby plus 25% service area.




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XVIII) ADVOCATE : Shall mean any reputed Advocate, who practicing Advocacy at Judges' Court, Barasat, North 24 Parganas or any other higher court.

9. LANDOWNER'S RIGHT & REPRESENTATION :

- i. Indemnification regarding Possession & Delivery :** The Landowner is now seized and possessed of and / or otherwise well and sufficiently entitled to the project property in as it is condition and deliver physical as well as identical possession to the Developer to develop the project property.
- ii. Free From Encumbrance :** The Landowner also indemnifies that the project property is free from all encumbrances and the Landowner has marketable title in respect of the said premises.

10. DEVELOPER'S RIGHTS :

- i. Authority of Developer :** The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their allocation or acquired right under these agreement.
- ii. Right of Construction :** The Landowner hereby grant permission an exclusive rights to the Developer to build new building upon the project property.
- iii.** That the Developer shall try to get building Plan which will be sanctioned by the Barasat Municipality on offline basis then this Development Agreement will be treated as valid agreement and if the Developer shall not get the building sanctioned plan on offline basis then this Agreement for Development will be treated as cancelled.
- iv. Construction Cost :** The Developer shall carry total construction work and Completion Certificate of the present building at their own costs and expenses. No liability on account of construction



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cost and completion certificate will be charged from Landowner's Allocation.

- v. The Land Owner shall demolish the existing structure upon the said landed property and vacated the said entirety of the debris of the existing structures at the said premises exclusively at his own cost and expenses and handover the same as fully vacant condition of the said land to the Developer.
- vi. **Sale Proceeds of Developer's Allocation :** The Developer will take the sale proceeds of Developer's Allocation exclusively.
- vii. **Booking & Agreement for Sale :** Booking from Intending Purchaser for Developer's Allocation will be taken by the Developer and the agreement with the intending Purchaser/s will be signed by the Developer and on behalf of the Landowner as a Registered Power of Attorney Holders. All the Sales consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in their own names but without creating any liability on the Landowner.
- viii. **Selling Rate :** The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Landowner.
- ix. **Profit & Loss :** The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Landowner's Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
- x. **Possession to the Landowner :** On completion of the project, the Developer will handover undisputed possession of the Landowner's Allocation Together With all rights of the common facilities and amenities to the Landowner with Possession Letter and will take release from the Landowner by executing a Deed of Release.
- xi. **Possession to the intending purchaser :** On completion of the project, the Developer will hand over possession to the intending



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purchasers, possession letters will be signed by the Developer as the representatives and Power of Attorney holders of the Landowner.

- xii. Deed of Conveyance :** The Deed of Conveyance will be signed by the Developer on behalf of and as representatives and registered Power of Attorney Holders of the Landowner.

11. CONSIDERATION :

- i. Permission against Consideration :** The Landowner grant permission for exclusive right to construct the proposed building in consideration of Landowner's Allocation described in the **SECOND SCHEDULE** hereunder written to the Developer.

12. DEALING OF SPACE IN THE BUILDING :

- i. Exclusive Power of Dealings of Landowner :** The Landowner shall be entitled to transfer or otherwise deal with Landowner's Allocation in the building and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession of the Landowner's Allocation.
- ii. Exclusive Power of Dealings of Developer :** The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Landowner and the Landowner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

13. POWER AND PROCEDURE :

I, SHRI SUSIL KUMAR CHAKRABORTY ALIAS SUSIL CHAKRABORTY, Son of Late Bijoy Lal Chakraborty, by Nationality – Indian, by Faith – Hindu, by Occupation – Retired Person, residing at Chakraborty Para, Uttar Baluria, P.O. Nabapally, P.S. Barasat, Kolkata – 700126, Dist – North 24 Parganas, the Landowner / Executants / Principal herein, is hereby appointing, nominating and



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constituting the said **A. R. INFRASTRUCTURE**, a Partnership Firm incorporated under the India Partnership Act, having its Office at 3/A, N.D.P.-I, Sarojini Pally, P.O. Nabapally, P.S. Barasat, Kolkata – 700 126, Dist – North 24 Parganas, represented by its Partners **(1) SMT. SHARMISTHA BHATTACHARYA**, W/o. Shri Rupayan Bhattacharya, residing at Sarojini Pally, P.O. Nabapally, P.S. Barasat, Kolkata – 700 126, Dist – North 24 Parganas AND **(2) SMT. SAPTAPARNA DAS**, Wife of Shri Arnab Kumar Das, residing at 5/12, Sarojini Pally, P.O. Nabapally, P.S. Barasat, Kolkata – 700 126, Dist – North 24 Parganas, by Nationality – Indian, by Faith – Hindu, by Occupation – Business, hereinafter referred to the **DEVELOPER of the SECOND PART herein** as my constituted Attorneys to do, acts, deeds and things and represent me in my name and on my behalf including the power of preparing and executing and signing the plan / revised plan for construction of the said proposed Multi-storied building and to complete the same and including the power to execute Agreement for Sale and other deeds and documents and also presenting for registration of Deed of Conveyance in respect of the Developer's Allocation of the said proposed Multi-Storied building.

14. NEW BUILDING :

- i. Completion** of Project; The Developer shall at their own costs construct and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer from time to time.
- ii. Installation of Common Amenities :** The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, lift, permanent electric connection from the WBSEDCL and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self contained apartments and




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constructed for sale of flats therein on ownership basis and as mutually agreed upon.

- iii. **Architect Fees etc. :** All costs, charges and expenses including Architect's fees, Engineer's fees, plan / revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowner shall bear no responsibility in this context.
- iv. **Municipal Tax & Other Taxes of the Property :** The Landowner shall pay and clear up all the arrears on account of Municipal taxes and outgoing of the said property upto the date of this agreement. And after that the Developer will pay / will be borne by the Developer from the date of execution of these presents till the date of completion of the construction and allocation.
- v. From the date of completion and allocation of the floor area between the Landowner and the Developer the Municipal taxes and other taxes payable for the said property shall be borne in proportionate of area of Developer and area of Landowner, by the Developer and / or their nominees and the Landowner and / or their nominee / nominees respectively.
- vi. **Upkeep Repair & Maintenance :** Upkeep repair and maintenance of the said building and other erection and / or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

15. PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNER :

- i) **Delivery of Possession :** As soon as the building will be completed, the Developer shall give written notice to the Landowner requiring the Landowner to take possession of the Landowner's Allocation in the building and certificate of the Architect/L.B.S or the Municipality being provided to that effect.



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ii) **Payment of Municipal Taxes :** Within 15 days from the receive possession of Landowner's Allocation and at all times there after the Landowner shall be exclusively responsible for payment of all Municipal und property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Landowner's Allocation.

iii) **Share of Common Expenses & Amenities :** As and from the date of delivery of possession to be received, the Landowner shall also be responsible to pay and bear and shall pay to the Developer / Flat Owners Association, the maintenance charges for the common facilities in the new building-payable in respect of the Landowner's Allocation.

16. COMMON RESTRICTION :

i) **Restriction of Landowner and Developer in common :** The Landowner's Allocation in the building shall be subject to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows :-

- a) Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.
- b) Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.
- c) Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless such party



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shall have observed and performed as to terms and conditions on their respective part to be observed and / or performed the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.

- d) Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and / or breach of any of the said laws, byelaws and regulation.
- e) The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and /or the occupation of the building indemnified from and against the consequence of any breach.
- f) No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- g) Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.
- h) The Landowner shall permit the Developer and their servants and agents with or without workman and other at all



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reasonable times to enter into and upon their Landowner's Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

17. LANDOWNER'S OBLIGATION :

No Interference :

The Landowner's hereby agrees and covenants with the Developer :

Not to cause any illegal, immoral, unjust, interference or hindrance in the construction of the building by the Developer.

Not to do any act, deed or thing, whereby the Developer may be preventive for selling, assigning and/or disposing of any of the Developer's allocated portion in the building.

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

That if any disputes will arise regarding the title of the aforesaid landed property, then the Land Owners shall pay the demurrages to the Developer forthwith and this Agreement for Developer shall be treated as cancelled.

18. DEVELOPER'S OBLIGATION :

i) Time Schedule of Handing Over Landowner's Allocation :

The Developer hereby agree and covenant with the Landowner to handover landowner's Allocation (more fully described in the **SECOND SCHEDULE** hereunder written) within **36 (Thirty six) months** from the date of building sanctioned Plan. The Landowner also permits the Developer a grace period of **06 (Six) months** more to handover the Landowner's Allocation as described in the **SECOND SCHEDULE** hereunder written.



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ii) **SHIFTING CHARGES** : No Shifting Charges will be provided to the Land Owner herein

iii) **No Violation** : The Developer hereby agree and covenant with the Landowner :

Not to violate or contravenes any of the provisions of rules applicable to construction of the said building.

Not to do any act, deed or thing, whereby the Landowner is prevented from enjoying, selling, assigning and / or disposing of any Landowner's Allocation in the building at the said premises vice versa.

19. LANDOWNER'S INDEMNITY :

Indemnity : The Landowner hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the Developer perform and fulfill the terms and conditions herein contained and / or its part to be observed and performed.

20. DEVELOPER'S INDEMNITY :

The Developer hereby undertakes to keep the Landowner :

Indemnified against third party claiming and actions arising out of any sort of act of occupation commission of the Developer in relation to the construction of the said building against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and / or for any defect therein.

21. MISCELLANEOUS :

i. **Contract Not Partnership** : The Landowner and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constituted as a partnership between the Landowner and the Developer in any



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manner nor shall the parties hereto be constituted as association of persons.

- ii. **Not specified Premises :** It is understood that from time to time facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowner and various applications and other documents may be required to be signed or made by the Landowner related to which specific provisions may not have been mentioned herein. The Landowner hereby undertake to do all such legal acts, deeds, matters and things as and when required and the Landowner shall execute any such additional power of attorney and / or authorization as may be required by the Developer for any such purposes and the Landowner also undertake to sign and execute all such additional applications and other documents as the case may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Landowner and/or against the spirit of these presents.
- iii. **Not Responsible :** The Landowner shall not be liable or any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Landowner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- iv. **Process of Issuing Notice :** Any notice required to be given by the Developer to the Landowner shall without prejudice to any other mode of service available be deemed to have been served on the Landowner if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by



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the Landowner if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.

- v. **Formation of Association :** After the completion of the said building and receiving peaceful possession of the allocation, the Landowner hereby agrees to abide by all the rules and regulations to be framed by any society / association / holding organization and / or any other organization, who will be in charge or such management of the affairs of the building and / or common parts thereof and hereby given the consent to abide by such rules and regulations.
- vi. **Name of the Building :** The name of the building shall be decided by the Developer later on.
- vii. **Right to borrow fund :** The Developer shall be entitled to borrow money at their risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Landowner or effecting their estate and interest in the said premises it being expressly agreed and understood that in no event the Landowner nor any of their estate shall be responsible and / or be made liable for payment of any due to such bank or banks and the Developer shall keep the Landowner indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
- viii. **Documentation :** The Landowner delivered all the Xerox copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the owners will bound to produce documents in original before any competent authority for inspection and it will be returned to the Landowner after verification.



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22. FORCE MAJEURE :

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

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

23. DISPUTES:

Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement **(collectively Disputes)** shall be referred to the Arbitral Tribunal and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that :

Constitution of Arbitral Tribunal: The Arbitral Tribunal shall consist of two arbitrators, who shall be an Advocate, to be nominated jointly by the Legal Advisors of the Developer and Landowner in their separate choice.


Place : The place of arbitration shall be Kolkata only.

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

24. JURISDICTION :

In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas District and the High Court at




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Kolkata shall have jurisdiction to entertain and try all actions and proceedings.

DEVELOPMENT POWER OF ATTORNEY

I, **SHRI SUSIL KUMAR CHAKRABORTY ALIAS SUSIL CHAKRABORTY**, PAN NO. ACEPC1419R, Voter I. Card No. RQL0736942, Son of Late Bijoy Lal Chakraborty, by Nationality – Indian, by Faith – Hindu, by Occupation – Retired Person, residing at Chakraborty Para, Uttar Baluria, P.O. Nabapally, P.S. Barasat, Kolkata – 700126, Dist – North 24 Parganas, the Landowner / Executant / Principal herein are executing this present Development Agreement with Development Power of Attorney for completion of the project in favour of the said Developer / Promoter including the power of preparing and executing and signing and also presenting for Agreement for Sale and others deeds and documents and also presenting for registration of Deed of Conveyance in respect of Developer's Allocation, and for this purpose, I am hereby appointing, nominating and constituting the said **A. R. INFRASTRUCTURE**, PAN NO. ACGFA0056J a Partnership Firm incorporated under the Indian Partnership Act, having its Office at 3/A, N.D.P.-I, Sarojini Pally, P.O. Nabapally, P.S. Barasat, Kolkata – 700 126, Dist – North 24 Parganas, represented by its Partners **(1) SMT. SHARMISTHA BHATTACHARYA**, PAN NO. AIEPL1568N, Voter I. Card No. RQL1994656, W/o. Shri Rupayan Bhattacharya, residing at Sarojini Pally, P.O. Nabapally, P.S. Barasat, Kolkata – 700 126, Dist – North 24 Parganas AND **(2) SMT. SAPTAPARNA DAS**, PAN NO. APLPD2481E, Voter I. Card No. CKW2791986, Wife of Shri Arnab Kumar Das, residing at 5/12, Sarojini Pally, P.O. Nabapally, P.S. Barasat, Kolkata – 700 126, Dist – North 24 Parganas, both are by Nationality – Indian, by Faith – Hindu, by Occupation – Business **the Developer of the SECOND PART herein** hereinafter referred to as the said **POWER OF ATTORNEY HOLDER** as my true authorized and lawful Attorney for my name and on



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my behalf to do exercise and perform all and every or any of the deeds, matters and things as mentioned hereinafter :-

1. To appear and represent before the authorities of Barasat Municipality, B.L. & L.R.O., W.B.S.E.D.C. LTD, Income Tax Department Authorities, under the Town and Country Planning Act, Airport Authority of India, Assurance of Kolkata, District Registrar, Additional District Sub-Registrar, and before all other statutory and local bodies as and when necessary for the purpose of construction of new building/s and do all the needful as per the terms and conditions mentioned in the aforesaid Registered Agreement for Development for allotment/registration and sale of flats, garage spaces **of Developer's** Allocation.
2. To apply, obtain electricity, Gas, Water, Sewerage orders and permissions from the necessary authorities as to expedient for sanction, modification and/or alteration of the development, plans and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents and Sub-Contractor for the aforesaid purpose as the said Attorney may think fit and proper.
3. To manage and maintain the said premises including the building/s to be constructed thereon.
4. To sign, verify and file applications, forms, building plans and revised building plans for multi storied building/s, deeds, documents and papers in respect of my said premises before Barasat Municipality or before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building/s over and above the said premises.
5. To pay all Municipal and other Statutory Taxes, Rates and charges in respect of the said land and premises on my behalf and in my name as and when the same will become due and payable.



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6. To enter into any Agreement for Sale, Memorandum of Understanding, Deed of Conveyance and / or any other instruments and deeds & documents in respect of sale of flats/units/car parking spaces/shops within **Developer's Allocation** in the said new building/s in favour of the intending purchaser/s in terms of the said Registered Agreement for Development.
7. To take finance/loan in their names or in the name of intending purchaser/s from any financial concern by depositing and mortgaging flat/ flats/garages from **Developer's Allocation** and to sign in the papers and documents for the said purpose on my behalf.
8. That the Developer shall have no power to take any loan / financial assistance from any competent authorities by mortgaging the Land Owners' Allocation portion.
9. To sign and execute and make registration of any Agreement for Sale, Memorandum of Understanding and / or Deed of Conveyance, and / or any other instruments and documents in respect of sale of flats, units and / or car parking spaces / Shops in the said new building/s in favour of the intending purchaser/s relating to **Developer's Allocation** as per said Registered Agreement for Development.
10. To receive the consideration money in cash or by cheque / draft from the intending purchaser or purchasers for booking of flat/s, garages or units or car parking spaces / shops relating to **Developer's Allocation** and to grant receipts thereof and to give full discharge to the purchaser/s as my lawful representatives.
11. To do all the needful according to the condition mentioned in the said Registered Agreement for Development regarding negotiation, agreement / contract for sale of flats, garages, covered spaces and car parking spaces within the **Developer's Allocation**.
12. To instruct the Advocate / Lawyer for preparing and / or drafting such agreements, instruments, deeds & documents and other such papers



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as per the terms and conditions agreed upon by both the parties in the aforesaid Agreement for Development, as may be necessary for the purpose for sale of the flats / units and car parking spaces / shops in the said building/s relating to **Developer's Allocation** in my said premises.

13. 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.
14. To sign, declare and / or affirm any Complaint, Written Statement, Petition, Affidavit, Verification, Vakalatnama, Warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings relating to our said premises or in any way connected therewith, arising out of the agreements and relating to the construction to be made in the premises.
15. That my Attorney will take all the necessary steps before the proper Registering Officer by signing, presenting and executing proper Agreements for Sale / Deeds of Conveyance in favour of any intending purchasers according to the condition mentioned in the aforesaid Registered Agreement for Development relating to **Developer's Allocation** on behalf of me.
16. For all or any of the purposes herein before stated and to appear and represent us before all concerned authorities having jurisdiction over my said premises as per the condition mentioned in the said Registered Development Agreement.
17. The Attorney will do the aforesaid acts, deeds and things regarding development of the aforesaid land mentioned in the schedule of the said Registered Agreement for Development.

For all or any of the purposes arising out of the said Registered Agreement for Development and hereinbefore stated and to appear and represent me before all concerned authorities having jurisdiction over my said premises and to sign, execute and submit papers and documents relating thereto.



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AND GENERALLY to act as my Attorney in relation to all matters touching my said property and on my behalf to do all instruments, acts, natures, deeds and things as full and effectually as I could do and personally present.

AND I hereby ratify and confirm and agree or undertake the act whatsoever my said Attorney appointed under this Power shall lawfully do and causes to be done in the right of or by virtue of these presents including such confirmation and other works till the completion of the whole deal/transaction as per the said Registered Agreement for Development.

THE SCHEDULE ABOVE REFERRED TO
(THE LAND / SAID PREMISES)

ALL THAT a piece and parcel of "BASTU" land measuring **22 Decimals** (as per deed) but **physically measured as 19 Decimals more or less together with a pucca structure measuring 350 Sq.ft.** under **MOUZA - BALURIA**, J.L. No. 37, Re.Su. No. 227, Touzi No. 146. Comprised in Nija Khatian No. 366 under Khatian No. 338, in Hal R.S. Khatian No. 863, corresponding to **L.R. Khatian No. 1628 in R.S. & L.R. Dag No. 1101**, under the Collector of North 24 Parganas for and on behalf of Government of West Bengal, within the local limits of Barasat Municipality under **Holding No. 77, Chakraborty Para (Uttar Baluria) in Ward No. 05** under P.S. Barasat, A.D.S.R.O. Kadambagachi, Kolkata - 700 126, Dist - North 24 Parganas which is butted and bounded as follows :-

ON THE NORTH :- Others landed property;

ON THE SOUTH :- 10' Wide Municipality Road;

ON THE EAST :- Others landed property;

ON THE WEST :- 8' ft. Wide Municipality Road;

THE SECOND SCHEDULE ABOVE REFERRED TO

LAND OWNER'S ALLOCATION : The Landowner hereto in consideration of allowing the Developer to develop his aforesaid landed property as stated



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in the **FIRST SCHEDULE** herein above by raising the construction of multi storied building over and above the same will be entitled to have the allocation in the manner as follows :-

- 1) **The Landowner's Allocation will be allotted as follows :-**
 - i) **01 (One) No. of 2BHK FLAT on FIRST FLOOR at NORTH-EAST SIDE** measuring **600 Sq.ft. Covered area** consisting of 02 (Two) Bedrooms, 01 (One) Drawing-Cum-Dining, 01 (One) Open Kitchen, 01 (One) Toilet, 01 (One) Attached Toilet and (01) One Balcony of the said proposed Multi-Storied building together with undivided proportionate impartible share of land together with all common areas, facilities and amenities and common expenses of the said building.
 - ii) **03 (Three) Nos. of 3BHK FLAT on FIRST FLOOR, SECOND FLOOR & THIRD FLOOR at SOUTH-EAST SIDE** measuring **805 Sq.ft. Covered Area EACH** consisting of 03 (Three) Bedrooms, 01 (One) Drawing-Cum-Dining, 01 (One) Open Kitchen, 01 (One) Toilet, 01 (One) Attached Toilet and (01) One Balcony of the said proposed Multi-Storied building together with undivided proportionate impartible share of land together with all common areas, facilities and amenities and common expenses of the said building.
 - iii) **02 (Two) Nos. of 2BHK FLAT on FIRST FLOOR & THIRD FLOOR at NORTH SIDE (BESIDES WEST SIDE STAIR)** measuring **537 Sq.ft. Covered Area EACH** consisting of 02 (Two) Bedrooms, 01 (One) Drawing-Cum-Dining, 01 (One) Open Kitchen, 01 (One) Toilet and (01) One Balcony of the said proposed Multi-Storied building together with undivided proportionate impartible share of land together with all common areas, facilities and amenities and common expenses of the said building.
 - iv) **03 (Three) Nos. of 2BHK FLAT on FIRST FLOOR, SECOND FLOOR & THIRD FLOOR at NORTH SIDE (BESIDES EAST SIDE STAIR)** measuring **537 Sq.ft. Covered area EACH** consisting of 02 (Two)




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Bedrooms, 01 (One) Drawing-Cum-Dining, 01 (One) Open Kitchen, 01 (One) Toilet and (01) One Balcony of the said proposed Multi-Storied building together with undivided proportionate impartible share of land together with all common areas, facilities and amenities and common expenses of the said building.

- v) **The Land Owner herein also will be entitled to get 02 Nos. of CAR PARKING SPACES on GROUND FLOOR at NORTH SIDE and 05 Nos. of CAR PARKING SPACES on GROUND FLOOR at SOUTH SIDE measuring 120 Sq.ft. EACH** of the said proposed Multi-Storied building together with undivided proportionate impartible share of land together with all common areas, facilities and amenities and common expenses of the said building.
- vi) The Land Owner herein has received a sum of Rs. 1,00,000/- (Rupees One Lakh) only from the Developer as security deposit which will be refunded by the Land Owner without any interest at the time of delivery of possession of Land Owner's Allocation to the Developer.
- 2) That save and except the above 09 Nos. of Flats AND 07 Nos. of Car Parking Spaces, the remaining constructed area will be the Developer's Allocation.
- 3) Later on, after preparation of the Floor Plan, the flats will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowner along with a Supplementary Development Agreement denoting the flats within the purview of the Landowner's Allocation.
- 4) The existing building will be demolished by the Land Owner and sale proceeds of its residuals will be taken by the Land Owner.
- 5) It is also settled that except the Landowner's Allocation as described above, the Landowner will not get any extra area for the construction of the multi storied building/s, so to be constructed by the present Developer on the land in question. The other areas will be the exclusive consideration of the developer.
- 6) The flats will be in habitable condition with proportionate share of the land, common facilities, common parts and common amenities of the building and the said property together with the undivided,




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proportionate and impartible share of land with all amenities and facilities.

THE THIRD SCHEDULE ABOVE REFERREP TO
(Dovelopcr's Allocation)

DEVELOPER'S ALLOCATION : Shall mean all the remaining portion of the entire buildings (excluding Landowner's Allocation) including the common facilities common parts and common amenities of the buildings and the said property absolutely shall be the property of the Developer after providing the Landowner's Allocation as aforesaid and together with the absolute right of the part of the developer to enter into agreement for sale with intending purchaser / purchasers teamsters, by and mode of Transfer of Property Act or in any manner may with the same as the absolute owner thereof.

THE FOURTH SCHEDULE ABOVE REFERRKP TO
[SPECIFICATION]

- 1) **STRUCTURE**: Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
- 2) **EXTERNAL WALL** : 5" thick brick wall and plastered with cement mortar.
- 3) **INTERNAL WALL** : 5" thick brick wall and plastered with cement mortar.
- 4) **FLOORING** : Flooring is of flat will be of Marble / Floor Tiles.
- 5) **BATH ROOM** : Bath room fitted upto 6' height with glazed tiles of standard brand.
- 6) **KITCHEN** : Cooking platform and sink will be of Black stone 3' height standard tiles above the platform to protect the oil spot.
- 7) **TOILET** : Toilet of Indian type pan / European type commode with standard P.V.C. Cistern. All fittings are in standard type. One wash hand basin is in dining space.



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- 8) **DOORS** : Sal Wood Frame. Main Door will be Teak Wood & Other door palla of the flat of flash door.
- 9) **WINDOWS** : Alluminium Sliding/Still window.
- 10) **WATER SUPPLY** : Water supply around the clock is assured for which necessary submersible pump/deep tube well will be installed.
- 11) **PLUMBING** : Toilet concealed wiring with PVC Pipe with two bibcock, one shower each in toilet, all fittings are standard quality.
- 12) **VERANDAH** : Verandah grill will provide up to 2'-6" height from 1'-0" top of floor.

ELECTRICAL WORKS :

1. Full concealed wiring with copper conduit. .
2. In Bed Room : Two light points, only one 5 amp. plug point, one fan point. One A.C. Point in One Bedroom.
3. Living/Dining Room : Two light points, One Fan point, one 5 amp plug one 15 amp. plug (as per required area).
4. Kitchen : One light point, one exhaust fan point and one 15 amp. plug point.
5. Toilet : One light point, one 15 amp. plug point, one exhaust fan point.
6. Verandah : One light point.
7. One light point at main entrance.
8. Calling bell : One calling bell point at the main entrance.
9. Inverter Point will be provided in the said Flat.

PAINTING :

- A) Inside wall of the flat will be finished with plaster of paris and external wall with super snowcem or equivalent.
- B) All door and windows frame painted with two coats white primer.

EXTRA WORK : Any work other their specified above would be regarded as extra work for which separate payment is required.



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IN WITNESS WHEREOF the PARTIES above named hereunto have set and subscribed their respective hands, seal and signatures on the day, month and year as first mentioned hereinabove in the presence of the following witnesses :-

Witnesses :-

1) *Sanjit Kumar Chakraborty*
of Barasat West. *Susil Kumar Chakraborty*
Alias Susil Chakraborty

SHRI SUSIL KUMAR CHAKRABORTY
ALIAS SUSIL CHAKRABORTY
SIGNATURE OF THE LAND OWNER

2) *Chandani Chakraborty*

Son of Susil Chakraborty
at - Nabapally

A. R. INFRASTRUCTURE

3) *Malay Chakraborty.*
S/o Susil Chakraborty.
of Nabapally.

Sharmista Bhattacharya *Saptaparni Das*
Partner **Partner**

SIGNATURE OF THE DEVELOPER

4) *Lipi Bhattacharya.*
O/o Susil Chakraborty
of Nabapally

Drafted and prepared by :-

Jay Mitra Ray
 (Jay Mitra Ray)

Advocate,
 Enrolment No. *F/96/2006*
 Judges' Court, Barasat,
 Dist - North 24 Parganas,
 Kolkata -700 124

Computer type by :-

R. Dey
 (Rana Dey, Barasat)

A. R. INFRASTRUCTURE

Partner

Partner



Registrar U/S 7 (2)
District Sub Registrar-II
North 24 Parganas, Barasat

29 JUL 2024

MEMO OF CONSIDERATION

RECEIVED a sum of Rs. 1,00,000/- (Rupees One lakh) only from the within named Developer as security deposit in the following manner :-

- 1) By Cheque No. 000001 dated 29/07/2024 Rs. 1,00,000.00
 Drawn on Bandhan Bank, Barasat Branch.

TOTAL :

Rs. 1,00,000.00

(Rupees One Lakh) only.

WITNESSES :

1) Sanjit Kishore
 of Barasat Court

2) Chandan Chakraborty
 S/o Sunil Chakraborty
 of Nabapally

3) Malay Chakraborty
 S/o Sunil Chakraborty
 of Nabapally.

Sunil Kumar Chakraborty
 Alias Sunil Chakraborty

4) Lipi Bhattacharya
 D/o Sunil Chakraborty
 of Nabapally.

SIGNATURE OF THE LAND OWNER



Registrar U/S 7 (2)
District Sub Registrar-II
North 24 Parganas, Barasat

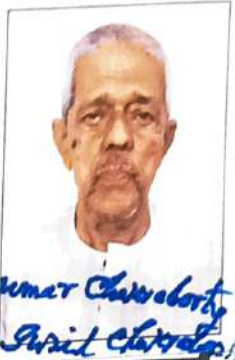
29 JUL 2024

UNDER RULE 44A OF THE I.R. ACT 1

(1)

Name SUSIL KUMAR CHAKRABORTY

Status - Presentant



LEFT HAND FINGER PRINTS

LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS

THUMB	FORE	MIDDLE	RING	LITTLE

All the above fingerprints are of the abovenamed person and attested by the said person

Susil Kumar Chakraborty *Attest Susil Chakraborty*
Signature of the presentant

(2)

Name SHARMISTHA BHATTACHARYA

Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator



LEFT HAND FINGER PRINTS

LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS

THUMB	FORE	MIDDLE	RING	LITTLE

All the above fingerprints are of the abovenamed person and attested by the said person

Sharmistha Bhattacharya
Signature of the Presentant / Executant /

Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)



3
Registrar U/S 7 (2)
District Sub Registrar-II
North 24 Parganas, Barasat

29 JUL 2024

UNDER RULE 44A OF THE I.R. ACT 1



(1)
Name SAPTAPARNA DAS

Status - Presentant

Saptaparna Das

LEFT HAND FINGER PRINTS

LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS

THUMB	FORE	MIDDLE	RING	LITTLE

All the above fingerprints are of the abovenamed person and attested by the said person

Saptaparna Das
Signature of the presentant

PHOTO

(2)
Name

Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator (✓)

LEFT HAND FINGER PRINTS

LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS

THUMB	FORE	MIDDLE	RING	LITTLE

All the above fingerprints are of the abovenamed person and attested by the said person

Signature of the Presentant / Executant /
Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)



2

Registrar U/S 7 (2)
District Sub Registrar-II
North 24 Parganas, Barasat

29 JUL 2024



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



192024250139743758

GRN Details

GRN:	192024250139743758	Payment Mode:	SBI Epay
GRN Date:	26/07/2024 21:18:45	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	1000080795233	BRN Date:	26/07/2024 21:19:05
Gateway Ref ID:	CHQ6239359	Method:	State Bank of India NB
GRIPS Payment ID:	260720242013974374	Payment Init. Date:	26/07/2024 21:18:45
Payment Status:	Successful	Payment Ref. No:	2001954424/5/2024
[Query No/*Query Year]			

Depositor Details

Depositor's Name:	Mrs Sharmistha Bhattacharya
Address:	Barasat
Mobile:	9830614095
Period From (dd/mm/yyyy):	26/07/2024
Period To (dd/mm/yyyy):	26/07/2024
Payment Ref ID:	2001954424/5/2024
Dept Ref ID/DRN:	2001954424/5/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001954424/5/2024	Property Registration- Stamp duty	0030-02-103-003-02	5070
2	2001954424/5/2024	Property Registration- Registration Fees	0030-03-104-001-16	28
Total				5098

IN WORDS: FIVE THOUSAND NINETY EIGHT ONLY.



ভারতের নির্বাচন কমিশন

ELECTION COMMISSION OF INDIA



KJM3037637



নাম: সঞ্জীৱ কুমার ঘোষ
Name: Sanjit Kumar Ghosh
পিতা: অমললাল ঘোষ
Father: Amr Lal Ghosh
লিঙ্গ: পুরুষ/মহিলা
Gender: Male
তারিখ: ০৫/০৪/১৯৮৬
Date of Birth: 05/04/1986



e-Electors Photo Identity Card - সঠিক ভেটিং পরিচয় পত্র



ঠিকানা: N0061, বেলগড়িয়া, কুবেরপুর, বারাসাত(সদর),
উত্তর-২৪ পরগণা, পশ্চিমবঙ্গ - ৭০০১২৮
Address: N0061, BELGARIYA, KUBERPUR,
BARASAT SADAR, NORTH 24 PARGANAS,
WEST BENGAL - 700128

নির্বাচন নিবন্ধন অধিকারিক, ১২০ - দেগঙ্গা
Electoral Registration Officer, 120 -
Deganga

KJM3037637

Download Date :- 10-04-2024

Major Information of the Deed

Deed No :	I-1502-07114/2024	Date of Registration	29/07/2024
Query No / Year	1502-2001954424/2024	Office where deed is registered	
Query Date	22/07/2024 6:03:10 PM	D.S.R. - II NORTH 24-PARGANAS, District: North 24-Parganas	
Applicant Name, Address & Other Details	JAY MITRA RAY Thana : Barasat, District : North 24-Parganas, WEST BENGAL, Mobile No. : 9830585646, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 1,00,000/-	Rs. 79,20,070/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,070/- (Article:48(g))	Rs. 60/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



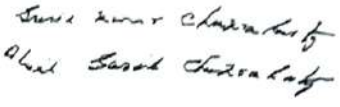
District: North 24-Parganas, P.S:- Barasat, Municipality: BARASAT, Road: N. D. P Chakraborty Para Road, Mouza: Baluria, JI No: 37, Fin Code : 700126

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-1101 (RS :-)	LR-1628	Bastu	Bastu	19 Dec	80,000/-	76,57,570/-	Width of Approach Road: 10 Ft., Adjacent to Metai Road.
Grand Total :					19Dec	80,000 /-	76,57,570 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	350 Sq Ft.	20,000/-	2,62,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 350 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		350 sq ft	20,000 /-	2,62,500 /-	



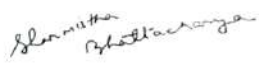
Land Lord Details :




SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Susil Kumar Chakraborty, (Alias: Susil Chakraborty) Son of Late Bijoy Lal Chakraborty Executed by: Self, Date of Execution: 29/07/2024 , Admitted by: Self, Date of Admission: 29/07/2024 ,Place : Office	 29/07/2024	 LTI 29/07/2024	 29/07/2024
Chakraborty Para, Uttar Baluria, City:- , P.O:- Nabapally, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700126 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India,Date of Birth:XX-XX-1XX1 , PAN No.: acxxxxxx9r,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 29/07/2024 ,Admitted by: Self, Date of Admission: 29/07/2024 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	A.R.Infrastructure 3/A, N.D.P. - I, Sarojini Pally, City:- , P.O:- Nabapally, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700126 Date of Incorporation:XX-XX-2XX4 , PAN No.: acxxxxxx6j,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Sharmistha Bhattacharya Wife of Rupayan Bhattacharya Date of Execution - 29/07/2024 , , Admitted by: Self, Date of Admission: 29/07/2024, Place of Admission of Execution: Office	 Jul 29 2024 2:18PM	 LTI 29/07/2024	 29/07/2024
Sarojini Pally, City:- , P.O:- Nabapally, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700126, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX2 , P.N No.: aixxxxxx8n,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : A.R.Infrastructure (as Partner)				

2	Name	Photo	Finger Print	Signature
	Saptaparna Das (Presentant) Wife of Arnab Kumar Das Date of Execution - 29/07/2024, , Admitted by: Self, Date of Admission: 29/07/2024, Place of Admission of Execution: Office		 Captured	 29/07/2024
5/12, Sarojini Pally, City:- , P.O:- Nabapally, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700126, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX4 , PAN No.: apxxxxx1e,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : A.R.Infrastructure (as Partner)				

Identifier Details .				
Name	Photo	Finger Print	Signature	
Sanjit Kumar Ghosh Son of Amritalal Ghosh Barasat Court, City:- , P.O:- Barasat, P.S:- Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700124		 Captured		
	29/07/2024	29/07/2024	29/07/2024	
Identifier Of Susil Kumar Chakraborty, Sharmistha Bhattacharya, Saptaparna Das				

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Susil Kuma Chakraborty	A.R.Infrastructure-19 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Susil Kuma Chakraborty	A.R.Infrastructure-350.00000000 Sq Ft

Land Details as per Land Record
District: North 24-Parganas, P.S:- Barasat, Municipality: BARASAT, Road: N. D. P Chakraborty Para Road, Mouza: Baluria, JI No: 37, F in Code : 700126

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No - 1101, LR Khatian No:- 1628	Owner:সুশীল চক্রবর্তী, Gurdian:বিক্রম লাল, Address:বিজ , Classification:বাধ, Area:0.22000000 Acre,	Susil Kumar Chakraborty

Endorsement For Deed Number : I - 150207114 / 2024

On 29-07-2024

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 13:44 hrs on 29-07-2024, at the Office of the D.S.R. - II NORTH 24-PARGANAS by Saptaparna Das ,.

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 79,20,070/-

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

Execution is admitted on 29/07/2024 by Susil Kumar Chakraborty, Alias Susil Chakraborty, Son of Late Bijoy Lal Chakraborty, Chakraborty Para, Uttar Baluria, P.O: Nabapally, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700126, by caste Hindu, by Profession Retired Person

Indetified by Sanjit Kumar Ghosh, , , Son of Amritalal Ghosh, Barasat Court, P.O: Barasat, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 29-07-2024 by Sharmistha Bhattacharya, Partner, A.R.Infrastructure (Partnership Firm), 3/A, N.D.P. - I, Sarojini Pally, City:- , P.O:- Nabapally, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700126

Indetified by Sanjit Kumar Ghosh, , , Son of Amritalal Ghosh, Barasat Court, P.O: Barasat, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

Execution is admitted on 29-07-2024 by Saptaparna Das, Partner, A.R.Infrastructure (Partnership Firm), 3/A, N.D.P. - I, Sarojini Pally, City:- , P.O:- Nabapally, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700126

Indetified by Sanjit Kumar Ghosh, , , Son of Amritalal Ghosh, Barasat Court, P.O: Barasat, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 60.00/- (E = Rs 28.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 28/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/07/2024 9:19PM with Govt. Ref. No: 192024250139743758 on 26-07-2024, Amount Rs: 28/-, Bank: SBI EPay (SBIPay), Ref. No. 1000080795233 on 26-07-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,070/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 5,070/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 8305, Amount: Rs.5,000.00/-, Date of Purchase: 26/07/2024, Vendor name: Samrat Bose

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/07/2024 9:19PM with Govt. Ref. No: 192024250139743758 on 26-07-2024, Amount Rs: 5,070/-, Bank: SBI EPay (SBIPay), Ref. No. 1000080795233 on 26-07-2024, Head of Account 0030-02-103-003-02

Rita Lepcha

DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II NORTH 24-
PARGANAS
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1502-2024, Page from 178894 to 178939
being No 150207114 for the year 2024.



Digitally signed by RITA LEPCHA
Date: 2024.08.05 15:54:08 +05:30
Reason: Digital Signing of Deed.

(Rita Lepcha) 05/08/2024

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - II NORTH 24-PARGANAS

West Bengal.