

17005/23 VC-394/23 (13)

E-16280/23



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AP 792959

10/10/2023
 G.M-2-2578632/23
 8.30

Certified that the above document is admitted in
 registration. The registration fees and
 the other charges payable in connection with the
 document are paid as per the document.

Ku
 District Sub-Registrar-III
 Alipore, South Calcutta
 11-10-23

THIS DEVELOPMENT AGREEMENT ALONGWITH
 DEVELOPMENT POWER OF ATTORNEY is made this the
10th day of **October**, Two Thousand and Twenty Three
 (2023)

BETWEEN

[Signature]
 Advocate

(1) **SRI KUMUD CHANDRA KAR, (PAN-AHRPK3122H), (Aadhaar No.6290 0296 2967)**, son Late Hare Krishna Kar, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 129/8, Purbachal Kalitala Road, Police Station – Garfa, Post Office – Haltu, Kolkata – 700 078 (2) **SMT. SHIKHADYUTI KAR, (PAN-ASCPK8486G), Aadhar No.7470 7692 6355**, wife of Sri Kumud Chandra Kar, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 129/8, Purbachal Kalitala Road, Police Station – Garfa, Post Office – Haltu, Kolkata – 700 078, (3) **SMT. DIPANWITA MISHRA, (PAN-BKFPM9890L), Aadhar No.9817 5332 0508**, daughter of Sri Bhaktipada Dash, by faith – Hindu, by Occupation – Homemaker, residing at 69/1, Baghajatin Place, P.O. Baghajatin, P.S. Patuli, Kolkata – 700 086 AND (4) **SMT. NIBEDITA MISHRA, (PAN - BPCPM1270G), Aadhar No.4857 9321 0251**, daughter of Late Pranab Kumar Bhattacharjee, by faith – Hindu, by Occupation – Homemaker, by Nationality – Indian, residing at 69/1, Baghajatin Place, P.O. Baghajatin, P.S. Patuli, Kolkata – 700 086. hereinafter called the “**OWNERS/FIRST PARTIES**” (which terms or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their legal heir/heirs, executor /executors, assign/ assigns, administrator/ administrators and representative/ representatives) of the **ONE PART**


A N D

ASHIRBAD REALITY PRIVATE LIMITED, (PAN-AAQCA5059G), a private Limited company having its office at 6B/28, Mukundapur, 1st Floor, P.O. Mukundapur, P.S. Purba Jadavpur, Kolkata – 7000 99, represented by its Director namely **SRI PRODIP KUMAR DAS, (PAN - AHPPD1812P), Aadhar No.3089 4498 3168**, son of Late Purnendu Sekhar Das, by faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at 1983, Mukundapur, Satabdi Park, 4th Floor, Post Office - Mukundapur, presently P.S. Panchasayar, formerly Police Station – Purba Jadavpur, Kolkata – 700099, hereinafter called and the “**DEVELOPER/ SECOND PARTY**” (which terms or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executor/ executors, administrator/ administrators, assign/ assigns, representative/ representatives, successors-in-office and successors-in-interest) of the **OTHER PART**



WHEREAS by virtue of a registered Deed of Sale executed on 06.04.2021 and registered on 08.04.2021, registered in the office of District Sub-Registrar-III, Alipore, South 24 Parganas and recorded into Book No.1, Volume No.1603-2021, at Pages 85394 to 85430, Deed No.160303384 for the year 2021, the **LAND OWNERS** herein purchased one plot of land measuring an area of **04 (Four) Cottahs 13 (Thirteen) Chittacks** togetherwith all easement rights thereto situated in **Mouza – Nayabad, J.L. No. 25, R.S. No. 3, Touzi No. 56, comprising in R.S. Dag No.191, under R.S. Khatian No.131,** within the jurisdiction of the present K.M.C. Ward No.109, from the previous Land Owner namely M.M. Construction, a Proprietorship Firm having its office at Q-16, Sreenagar, P.O. Panchasayar, P.S. Panchasayar, Kolkata – 700094, represented by its sole Proprietor namely Sri Arindam Majumder, son of Sri Arabinda Majumder, residing at Q-16, Sreenagar, P.O. Panchasayar, P.S. Panchasayar, Kolkata – 700094, through its Attorney namely Sri Arabinda Majumdar, son of Late Ramoni Mohan Majumdar, residing at Q-16, Sreenagar, P.O. Panchasayar, P.S. Panchasayar, Kolkata – 700094, details as mentioned in the said purchase Deed.

AND WHEREAS by virtue of another registered Deed of Sale dated 08.04.2021, registered in the office of District Sub-Registrar-III, Alipore, South 24 Parganas and recorded into Book No.1, Volume No.1603-2021, at Pages 85464 to 85499, Deed No.160303385 for the year 2021, the **LAND OWNERS** herein purchased another one adjacent plot of land measuring an area of **04 (Four) Cottahs 15 (Fifteen) Chittacks** togetherwith all easement rights thereto situated in **Mouza – Nayabad, J.L. No. 25, R.S. No. 3, Touzi No. 56, comprising in R.S. Dag No.191, under R.S. Khatian No.131,** within the jurisdiction of the present K.M.C. Ward No.109, from the previous Land Owner namely M.M. Construction, a Proprietorship Firm having its office at Q-16, Sreenagar, P.O. Panchasayar, P.S. Panchasayar, Kolkata – 700094, represented by its sole Proprietor namely Sri Arindam Majumder, son of Sri Arabinda Majumder, residing at Q-16, Sreenagar, P.O. Panchasayar, P.S. Panchasayar, Kolkata – 700094 through its Attorney namely Sri Arabinda Majumdar, son of Late Ramoni Mohan Majumdar,



residing at Q-16, Sreenagar, P.O. Panchasayar, P.S. Panchasayar, Kolkata – 700094, details as mentioned in the said purchase Deed.

AND WHEREAS by virtue two separate registered Deed of sale as mentioned above the present OWNERS herein purchased the total land area measuring **09 (Nine) Cottahs 12 (Twelve) Chittacks 00 (Zero) Sq.ft. more or less** situated in Mouza – Nayabad, J.L. No. 25, R.S. No. 3, Touzi No. 56, comprising in R.S. Dag No.191, under R.S. Khatian No.131, and both the plots of land adjacent to each other and the present owners herein amalgamate the entire plot of land into one compact plot of land and thereafter mutated their names in the record of The Kolkata Municipal Corporation known as K.M.C. Premises No.3849, Nayabad, within the K.M.C. Ward No.109, Assessee No.31-109-08-9712-7, P.S. Panchasayar, Kolkata – 700 099 measuring total land area of **09 (Nine) Cottahs 12 (Twelve) Chittacks 00 (Zero) Sq.ft. more or less** as morefully mentioned in the **SCHEDULE-A** below absolutely owned by the present **OWNERS** i.e. the Party of the **FIRST PART** herein.

AND WHEREAS thereafter the present LAND OWNERS herein muted their names in the record of the B.L. & L.R.O. and their name was recorded and published in the L.R. Record of Right vide L.R. Khatian Nos.1366, 1367, 1368 and 1240, respectively of L.R. Dag No.191, situated at Mouza-Nayabad, J.L. No.25.

AND WHEREAS the present OWNERS herein are the joint owners and seized and possessed of All That the net land area measuring **09 (Nine) Cottahs 12 (Twelve) Chittacks 00 (Zero) Sq.ft. more or less** situated in Mouza – Nayabad, J.L. No. 25, R.S. No. 3, Touzi No. 56, comprising in R.S. Dag No.191, under R.S. Khatian No.131, corresponding to L.R. Dag No.191, under L.R. Khatian Nos.1366, 1367, 1368 and 1240, known as K.M.C. Premises No.3849, Nayabad, within the K.M.C. Ward No.109, Assessee No.31-109-08-9712-7, P.S. Panchasayar, Kolkata – 700 099 and the OWNERS have no any fund to erect the proposed building and the present OWNERS are still in possession and have been enjoying their absolute ownership and possession of the said land as free from all encumbrances and the present OWNERS are the joint Owners of



the land and property as described in the **SCHEDULE-'A'** below, hereinafter called the said property.

AND WHEREAS the **OWNERS** are very much desirous to construct a Ground Plus Four storied building with lift facility on their said property and to do and make the construction of a new building upon the said property, but the **OWNERS** have no financial capacity or experience. Owing to such desire the **OWNERS** have approached the **DEVELOPER** for development of the said property and the **DEVELOPER** herein has agreed to do so as per the terms and conditions as mentioned hereinafter as the **50% : 50% Ratio**.

AND WHEREAS by virtue of mutual discussion between the **OWNERS** and also the **DEVELOPER** the Developer has taken the sanction of a **Ground Plus Four Storied building** vide Building Permit No.2023120296 dated 03.10.2023 from the KMC at its cost.

AND WHEREAS the party of the **SECOND PART/DEVELOPER** herein has agreed to make the construction of the proposed Ground Plus Four storied building with lift facility in flat systems for residential purposes in exchange of getting its cost of construction and its remuneration for supervision of such construction in kind of flats etc. after giving the **OWNERS** herein as their 50% of constructed area, the **DEVELOPER** shall get 50% of the total sanction Flat area and also 50% total sanction Car Parking Space area of the proposed building and out of 50% proposed constructed area the **OWNERS** herein shall jointly get two complete Flats on First Floor i.e. one on North-East side of the First Floor and another one on South-East side of the First Floor of the building, entire complete Third Floor Flat area of the proposed building consisting of Four Nos. of Flats and two complete Flats on Fourth Floor i.e. one on North-West side of the Fourth Floor and another one on South-West side of the Fourth Floor of the building and also together with 50% of the Car Parking Space area on the Ground floor of the proposed building i.e. **OWNERS** shall get eight Nos. of Car



Parking Spaces being Nos.3, 8, 9, 10, 11, 14, 15 and 16 of the Ground Floor of the proposed building. This is called the **OWNERS' ALLOCATION** as morefully described and mentioned in the **SCHEDULE "B"** hereunder written. The **OWNERS** shall also enjoy the undivided proportionate share of land and also together with the right of enjoyment of all the common amenities/facilities of the building and the **DEVELOPER** shall enjoy the rest construction of the proposed building to be erected at the cost of the **DEVELOPER**.

AND WHEREAS the **DEVELOPER** herein shall get rest 50% (Fifty percent) of the sanction Flat area of the proposed building i.e. **two complete Flats** on First Floor i.e. one on North-West side of the First Floor and another one on South-West side of the First Floor of the building, entire complete Second Floor Flat area of the proposed building consisting of Four Nos. of Flats and two complete Flats on Fourth Floor i.e. one on North-East side of the Fourth Floor and another one on South-East side of the Fourth Floor of the building and also together with 50% of the Car Parking Space area on the Ground floor of the proposed building i.e. **DEVELOPER** shall get eight Nos. of Car Parking Spaces being Nos.1, 2, 4, 5, 6, 7, 12 and 13 of the Ground Floor of the proposed building. The **DEVELOPER'S ALLOCATION** has been clearly mentioned and described in the **SCHEDULE "D"** hereunder written. The **DEVELOPER** shall erect the entire proposed **Ground Plus Four storied building** at its cost and its supervision and labour to be erected as per annexed Specification as well as the said sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation and to meet up such expenses the **DEVELOPER** shall collect the entire money from the sale of the **DEVELOPER'S ALLOCATION** which shall be sold to the interested parties from whom the **DEVELOPER** shall collect the entire cost of construction as well as cost of land in connection with the said flats etc.

A handwritten signature in black ink, consisting of a stylized, cursive name followed by a horizontal line extending to the right.

NOW THE AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as per following terms and conditions:-

1. **DEFINITION** : Unless there is anything repugnant to the subject or context the term:
 - (a) **OWNERS** : shall mean the parties of the **FIRST PART** herein namely (1) **SRI KUMUD CHANDRA KAR**, son Late Hare Krishna Kar, residing at 129/8, Purbachal Kalitala Road, Police Station – Garfa, Post Office – Haltu, Kolkata – 700 078 (2) **SMT. SHIKHADYUTI KAR**, wife of Sri Kumud Chandra Kar, residing at 129/8, Purbachal Kalitala Road, Police Station – Garfa, Post Office – Haltu, Kolkata – 700 078, (3) **SMT. DIPANWITA MISHRA**, daughter of Sri Bhaktipada Dash, residing at 69/1, Baghajatin Place, P.O. Baghajatin, P.S. Patuli, Kolkata – 700 086 AND (4) **SMT. NIBEDITA MISHRA**, daughter of Late Pranab Kumar Bhattacharjee, residing at 69/1, Baghajatin Place, P.O. Baghajatin, P.S. Patuli, Kolkata – 700 086, and their legal heir/heirs, executor/executors, administrator/ administrators, and legal representative/ representatives.
 - (b) **DEVELOPER** : shall mean **ASHIRBAD REALITY PRIVATE LIMITED** represented by its Director namely **SRI PRODIP KUMAR DAS**, Party of the **SECOND PART** herein for the time being and its respective heirs, successors or successors-in-interest, successors-in-office, legal heirs, representatives, administrators and assigns.
 - (c) **TITLE DEED** : shall mean the documents referred to hereinabove in the recital.
 - (d) **PREMISES** : shall mean the Property measuring total land area of **09 (Nine) Cottahs 12 (Twelve) Chittacks 00 (Zero) Sq.ft. more or less** situated in Mouza – Nayabad, J.L. No. 25, R.S. No. 3, Touzi No. 56, comprising in R.S. Dag No.191, under R.S. Khatian No.131, corresponding to L.R. Dag No.191, under L.R. Khatian Nos.1366, 1367, 1368 and 1240, known as **K.M.C. Premises No.3849**, Nayabad, within the **K.M.C. Ward No.109**, Assessee No.31-109-08-

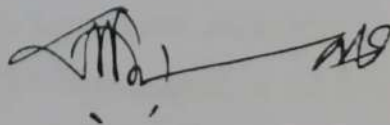


9712-7, P.S. Panchasayar, Kolkata – 700 099 as mentioned and described in the **SCHEDULE 'A'** hereunder written.

- (e) **BUILDING** : shall mean the proposed building to be constructed on the said premises as per sanctioned residential **Ground Plus Four Storied building plan with lift facility** as per Building Permit No.2023120296 dated 03.10.2023 sanctioned by The Kolkata Municipal Corporation Borough Office – XII at the cost of the **DEVELOPER**.
- (f) **COMMON FACILITIES AND AMENITIES** : shall include corridors, landings, stair ways, passages ways, driveways, common toilet and care taker's room and toilet on the ground Floor of the proposed building, lift, meter space, water and water lines and all plumbing lines, underground water reservoir, over head water tank, water pump and motor and other facilities as mentioned in the **SCHEDULE "C"** hereunder written which may be mutually agreed upon **BETWEEN** the Parties herein and required for establishment, location, enjoyment, provisions, maintenance and/or management of the building and such common areas shall be enjoyed by the flat owners who shall purchase the same from the **DEVELOPER**.
- (g) **OWNERS' ALLOCATION** : entire **OWNERS' ALLOCATION** has been morefully described and mentioned in the **SCHEDULE "B"** hereunder written. The **OWNERS** shall also enjoy the proportionate share of land togetherwith the right of enjoyment of all the common amenities/facilities of the building.
- (h) **DEVELOPER'S ALLOCATION** : entire **DEVELOPER'S ALLOCATION** has been morefully described and mentioned in the **SCHEDULE "D"** hereunder written.



- (i) **THE ARCHITECT** : shall mean such persons who will be appointed by the **DEVELOPER** for both designing and planning the building on the said premises.
- (j) **BUILDING PLAN** : would mean such plan to be prepared by the Planner/Architect for the construction of the new ground plus four storied building with lift facility is being erected as per **Building Permit No.2023120296 dated 03.10.2023** sanctioned by The Kolkata Municipal Corporation Borough Office XII at the cost of the **DEVELOPER**.
- (k) **TRANSFER** : with its grammatical variation shall include possession under an Agreement or part performance of a contract and by any other means in accordance with the Transfer of Property Act, 1882.
- (l) **TRANSFeree** : shall mean any person, firm, limited company association of persons or body or individuals to whom any space in the building has been transferred.
- (m) **PROJECT ADVOCATE** : Mr. Debes Kumar Misra, Advocate, shall act as the legal advisor of this project and shall do all the Agreement for Sale, Sale Deed etc. to be executed and registered in favour of the intending Purchaser(s).
2. **THIS AGREEMENT** : shall take effect from the date of execution of this agreement.
3. **THE OWNERS JOINTLY DECLARE** as follows:
- (a) That they are the absolute joint Owners and seized and possessed of and/or well and sufficiently entitled to the said property known as **K.M.C. Premises No.3849, Nayabad, P.S. Panchasayar, Kolkata – 700 099**, as described in the **SCHEDULE 'A'** below.

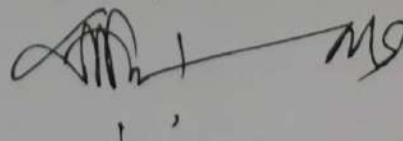


- (b) That the said property is free from all encumbrances and the **OWNERS** have a good marketable title in respect of the said property as described in the **SCHEDULE 'A'** below.
- (c) That the said property known as **K.M.C. Premises No.3849, Nayabad, P.S. Panchasayar, Kolkata - 700 099**, is free from all encumbrances, charges, liens, lispendens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.
4. **THE OWNERS AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT** as followings:
- (a) That the **OWNERS** have hereby granted exclusive right to the **DEVELOPER** to undertake the new construction on the said premises to be constructed by the **DEVELOPER** in accordance with the plan or plans to be sanctioned by The Kolkata Municipal Corporation at the cost of the **DEVELOPER**. Before entering into this Agreement the **DEVELOPER** has gone through all the papers and Deeds related to this property and has been satisfied with the title of the property as described in the **SCHEDULE-A** below.
- (b)(i) **OWNERS' ALLOCATION** : The **DEVELOPER** shall give the **OWNERS** as the **OWNERS' ALLOCATION** which has been described in the **SCHEDULE 'B'** hereunder written.
- (ii) **DEVELOPER'S ALLOCATION** has been described in the **SCHEDULE-D** below.
- (c) That all applications, plans and other papers and documents as may be required by the **DEVELOPER** for the purpose of obtaining necessary approval and sanction of the building plan and its alternation/ modification/verification of the sanctioned building plan from the appropriate authorities to be prepared signed and submitted by the **DEVELOPER** in the names of the **OWNERS** at the cost of the **DEVELOPER** and if any alteration/modification for making further plans



and/or completion plan or revised plan etc. as regards the proposed construction are required the **OWNERS** shall give such written permission to the **DEVELOPER** without any interruption and the **DEVELOPER** shall provide all copies of the such building plans to the **OWNERS** herein before submission of the same.

- (d) For that purpose of sanction of the Building plan, all applications, petitions, affidavits, drawings, sketches and for getting such altered/modified plan or further plans to be approved by the appropriate authorities the **DEVELOPER** shall sign and also appear, represent, sign before the concerned authorities on behalf of the **OWNERS** in their names and on their behalf in connection with any or all of the matters related to the building plan as aforesaid and the **OWNERS**, in such circumstances, shall give assistance/co-operation/signatures whenever necessary to the **DEVELOPER** for the interest of the proposed project and the **DEVELOPER** shall bear the cost of the same.
- (e) That the **DEVELOPER** company shall erect the building in the said premises as per the said sanction building plan sanctioned by the KMC and for the same the **OWNERS** shall put their signature as and when necessary and during construction or after construction the **DEVELOPER** shall sell only the **Developer's Allocation** together with proportionate undivided land share and other common rights to the intending purchasers and receive part or full consideration money from the sale of part or full of the **DEVELOPER'S ALLOCATION** to be erected at the cost of the **DEVELOPER**. During construction the **OWNERS** shall have full right to sell their allocation to the intending Purchasers and the **DEVELOPER** shall the give written co-operation to the **LAND OWNERS**.
- (f) The **DEVELOPER** shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed, matter and thing necessary for the purpose of developing the said property in order to make it perfect in all



respects for construction of a **Ground plus Four storied building with lift facility** thereon in accordance with the building plan sanctioned by The Kolkata Municipal Corporation Office at the cost of the **DEVELOPER**.

- (g) The **DEVELOPER** shall make, building construct, supervise and carry out all the acts through contractors and sub-contractors in such manner as may be deemed fit and proper by the **DEVELOPER** company for such construction of the said proposed building by first class building materials according to the building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office referred to in this Agreement on the said Property and shall file applications etc. for obtaining water, electric, sewerage and other connections and other amenities and facilities alongwith installation of quality lift required for the beneficial use and enjoyment of the occupiers of the proposed building to be constructed in the said premises in terms of this Agreement. The **DEVELOPER** shall erect the building by first class building materials and make and complete the entire building with a full habitable condition strictly within the stipulated period.
- (h) That the **DEVELOPER** shall be exclusively entitled to its respective share of the **DEVELOPER'S ALLOCATION** i.e., rest 50% flats area and rest 50% Car Parking Space area etc. (excluding the Owners' Allocation) with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the others.
- (i) The **DEVELOPER** shall apply in the names of the **OWNERS** and represent them before the Government Authorities, local and public bodies if required in connection with the proposed construction work and the said building thereon in terms of this agreement and the **OWNERS** shall not raise any objections for it on the contrary the **OWNERS** shall give full co-operations to the **DEVELOPER** for doing the proposed project.
- (j) That the **DEVELOPER** shall at its own costs construct and complete the proposed building at the said premises in accordance with the sanctioned building



plan to be sanctioned by The Kolkata Municipal Corporation Office as well as the specifications as annexed herewith and the **DEVELOPER** shall take all the responsibility and risk regarding the construction of the proposed building. The **DEVELOPER** shall hand over the possession of the **OWNERS' ALLOCATION** on and within 22 (Twenty two) months from the date of sanctioned building plan and it is also noted that the **OWNERS** herein have handed over the vacant possession of the property to the **DEVELOPER** herein at the time of execution of this Development Agreement and if the **DEVELOPER** fails to hand over the possession of the **OWNERS' ALLOCATION** within the stipulated period as mentioned above, the **DEVELOPER** shall have to pay the sum of Rs.40,000/- (Rupees Forty thousand only) per month as penalty to the **OWNERS** herein for such delay period till the date of handing over the possession of the **OWNERS' ALLOCATION**.

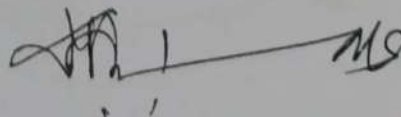
- (k) That the **DEVELOPER** shall install in the said building at its own costs pump operated water connection through water lines in each floors/flats, water storage tanks, overhead water reservoir by installing the suitable pump and motor, electric wiring and installations of quality lift and other electrical things and also other facilities as required to be provided in the new building to be constructed on Ownership basis and as mutually agreed upon.

5. **THE OWNERS HEREBY AGREE AND CONVENANT WITH THE DEVELOPER** as follows:-

- (i) Not to cause any interference or hindrance whatsoever in the construction of the said building at the said premises by the **DEVELOPER**.
- (ii) Not to do any act or things whereby the **DEVELOPER** may be prevented from selling, assigning and/or disposing of any portion of the property or portion of the **DEVELOPER'S ALLOCATION** in the building to be erected at the said premises as mentioned herein.



- (iii) The **DEVELOPER** shall sell the 50% of flats, and 50% garage space of the proposed building, as per sanctioned plan, as the **DEVELOPER'S ALLOCATION** has been described in the **SCHEDULE 'D'** hereunder written **Together With** proportionate undivided share of land of the said premises and the common portions, roof of the building proportionately and proportionate services of common places. The **DEVELOPER** shall receive the advance and advances or part or full i.e. entire consideration money from the intending purchasers of the respective flats of **Developer's Allocation** and/or all other portions of the Car Parking Space of the new building from the **DEVELOPER'S ALLOCATION** as per the terms and conditions and the **DEVELOPER** shall decide and fix up the such consideration money upon its allocation and services the same for the intending Purchaser(s) and shall have right to execute and register all the Conveyance, Deeds or Agreement for sale in favour of the intending Purchasers only upon the **DEVELOPER'S ALLOCATION**. Be it noted that whenever the **OWNERS** herein shall sell their allocated portion to the Third Party, the **DEVELOPER** shall be the party in the said Deeds without raising any objection.
- (iv) The **OWNERS** shall empower and authorize the **DEVELOPER** to do this project in connection with the said property as described in the **SCHEDULE** hereunder written such as to sell or any kind of transfer of the **DEVELOPER'S ALLOCATION** through registered deeds to the intending purchaser(s) and to make agreement for sale, to advertise the project through any media, to appoint different persons for the project, to get sanction of the building plan as well as sewerage plan and drainage plan and to take water or electric connection and also drainage and sewerage connection therein and also to execute any document, declaration or affidavit the interest of the project etc. to appoint different types of professional men, to appoint advocate, to receive part or full consideration money on the **DEVELOPER'S ALLOCATION**, to negotiate any matter for the said property etc. by the Development Agreement alongwith Developer Power of Attorney.



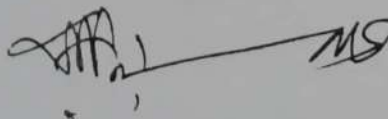
6. **THE OWNERS HEREIN EXECUTE THE POWER OF ATTORNEY IN FAVOUR OF THE DEVELOPER HEREIN BELOW:**

WE, the OWNERS Namely, (1) **SRI KUMUD CHANDRA KAR**, (PAN-AHRPK3122H), (Aadhaar No.6290 0296 2967), son Late Hare Krishna Kar, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 129/8, Purbachal Kalitala Road, Police Station – Garfa, Post Office – Haltu, Kolkata – 700 078 (2) **SMT. SHIKHADYUTI KAR**, (PAN-ASCPK8486G), Aadhar No.7470 7692 6355, wife of Sri Kumud Chandra Kar, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 129/8, Purbachal Kalitala Road, Police Station – Garfa, Post Office – Haltu, Kolkata – 700 078, (3) **SMT. DIPANWITA MISHRA**, (PAN-BKFPM9890L), Aadhar No.9817 5332 0508, daughter of Sri Bhaktipada Dash, by faith – Hindu, by Occupation – Homemaker, residing at 69/1, Baghajatin Place, P.O. Baghajatin, P.S. Patuli, Kolkata – 700 086 AND (4) **SMT. NIBEDITA MISHRA**, (PAN - BPCPM1270G), Aadhar No.4857 9321 0251, daughter of Late Pranab Kumar Bhattacharjee, by faith – Hindu, by Occupation – Homemaker, by Nationality – Indian, residing at 69/1, Baghajatin Place, P.O. Baghajatin, P.S. Patuli, Kolkata – 700 086, do hereby appoint **ASHIRBAD REALITY PRIVATE LIMITED**, (PAN-AAQCA5059G), a private Limited company having its office at 6B/28, Mukundapur, 1st Floor, P.O. Mukundapur, P.S. Purba Jadavpur, Kolkata – 7000 99, represented by its Director namely **SRI PRODIP KUMAR DAS**, (PAN - AHPPD1812P), (Aadhar No.3089 4498 3168), son of Late Purnendu Sekhar Das, by faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at 1983, Mukundapur, Satabdi Park, 4th Floor, Post Office - Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700099, as our lawful Attorney on our behalf to do the following acts in respect of our property as mentioned in the **SCHEDULE** below:

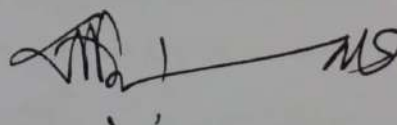
1. To look after and manage the property on behalf of the **OWNERS/PRINCIPALS**.



2. To look after and to control all the affairs for the development or the said land and construction of a Ground Plus Four storied building with Lift facility thereon on the said Premises as per sanction building plan sanctioned by The Kolkata Municipal Corporation at the cost of the **DEVELOPER** and the **DEVELOPER** shall sign and execute on behalf of the **OWNERS** all the Declaration Deed or any other Declaration as mentioned in the **SCHEDULE** below property and register the such document as per requirement for the interest of the proposed project.
3. To cause mutation of our said Property where necessary effected in the revenue and/or in the record of The Kolkata Municipal Corporation and to make such statements and sign all applications or objections personally or through Lawyer or other agents to effectuate the said purpose and Collect Mutation Certificate, Assessment Roll or Tax Clearance Certificate and other necessary papers thereof and pay necessary taxes to The Kolkata Municipal Corp[oration as and when necessary on our behalf.
4. To cause mutation and/or conversion of our Property where necessary effected in the revenue and/or in the record of the LD. B.L. & L.R.O. (ATM) and/or under the jurisdiction and to make such statements and sign all applications or objections personally or through Lawyer or other agents to effectuate the said purpose and Collect Mutation Certificate and/or conversion certificate and other necessary papers thereof and pay necessary taxes to the LD. B.L. & L.R.O. (ATM) as and when necessary on our behalf for B.L. & L.R.O. Mutation and/or Conversion purposes.
5. To sign, execute and submit all Development building Plans, revised plan, completion plan, Documents, Statements, Papers, Undertakings, Declarations related thereto, may be required for necessary sanction, modification and/or alteration of sanctioned plan sanctioned by The Kolkata Municipal Corporation and/or any appropriate authority and other appropriate authorities on behalf of the landowners/Principals and the attorney shall sign completion plan all of the building and do all the acts related thereto.

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6. To appear and represent on behalf of the PRINCIPALS i.e. LAND OWNERS herein on or before any necessary authorities including, The Kolkata Municipal Corporation, Fire brigade, West Bengal police, necessary Departments of Government of West Bengal, in connection with the modification and/or alteration of sanctioned building Plan for the above mentioned property and also for the interest of the proposed project and execute and sign all the papers related thereto.
7. To pay fees for obtaining the modification and such other orders and permissions from the necessary authorities on behalf of land owners as required for modification and/or alteration of the Development Plan and also to submit the same before the authority concerned and take delivery of all type of, deeds concerning the said property and also take other papers and documents as may be required by the necessary authorities and appoint engineers, Architects and other Agents and Sub-Contractor for the aforesaid purposes as the said Attorney shall think fit and proper.
8. To receive the excess amount of fees, if any, paid for the purpose of modification and/or alteration of the sanctioned plans to any authority or authorities.
9. To develop the said property by making construction of such type of building or buildings thereon as per sanctioned building plan as the said Attorney may deem fit and proper and for that purpose to demolish and/or remove any house, building and/or structure of whatsoever nature standing in the said property, as our said Attorney shall think fit and proper.
10. To apply for obtaining electricity-connection from CESC and install the main electric matter and also gas connection and also for installation of lift in the Premises and to do all the acts related thereto. The Attorney shall take telephone or other connections in the Premises and also install electric transformer in the said property if required and /or to make alteration therein and to disconnect the same and for that purpose our Attorney shall sign, execute and submit all papers,

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applications, documents on our behalf and shall do all the acts and deeds on our behalf and our attorney shall execute and sign all the papers related thereto.

11. Our Attorney shall sign plans to be submitted before the concerned authority/authorities for the connection of water, drainage and sewerage in the said Premises and execute and sign all papers related thereto for the sanction of such drainage and sewerage connection and also sign internal and external drainage drawing and also the connection of water in the said property and to do all such other acts, deeds and things as may be deemed fit and proper by the said Attorney on our behalf.
12. To apply for and obtain building materials from the concerned authorities for consumption of the proposed building to be erected on the said property as aforesaid at the cost of the attorney and also to pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said property, or any part thereof.
13. To appear and represent us before all authorities for fixation and/or finalization of the annual valuation of the said property and for that purpose to sign, execute and submit necessary papers and documents and to do all other acts, deeds and things related thereto as the said Attorney may deem fit and proper.
14. To negotiate with others for giving possession of the flats etc. in lieu of proper considerations sum only on the **DEVELOPER'S ALLOCATION** as mentioned in the **SCHEDULE D** of this registered Development Agreement excluding the **OWNERS' ALLOCATION** as mentioned in the **SCHEDULE- B** of the said registered Development Agreement. The **DEVELOPER** shall do all the acts on Developer's Allocation on behalf of the **LAND OWNERS/PRINCIPALS**.
15. To collect advance or part payment or full consideration from the intending purchasers of flats, Car Parking Spaces etc. alongwith proportionate share of land and/or enter into Agreement for Sale and to execute and register Deed of Conveyance, Deed of Rectification, Deed of Declaration and/or collect the I.G.R.



and/or Deed from the registering authority on our behalf on the DEVELOPER'S ALLOCATION as mentioned in the SCHEDULE-D of the said registered Development Agreement excluding the OWNERS' ALLOCATION as mentioned in the SCHEDULE- B of the said registered Development Agreement and grant receipt in favour of the interested persons/ persons who are interested to take possession of the flat/flats and Car parking Space etc. in lieu of satisfactory consideration to be fixed by the Developer.

16. To advertise in different news papers and display, hording in different places, and also to engage agency or agencies for giving possession of the flats on **DEVELOPER'S ALLOCATION** as mentioned in the SCHEDULE D of the said registered Development Agreement excluding the **LAND OWNERS' ALLOCATION** alongwith the proportionate share of land in any name as the said Attorney shall think fit and proper and to sell the **DEVELOPER'S ALLOCATION** to any Third Party or parties at any consideration price to be fixed up only by the **DEVELOPER**.
17. To negotiate with intending persons who desire to take possession in lieu of proper consideration for the flats/space including proportionate land share on said **DEVELOPER'S ALLOCATION** of the said proposed building alongwith the proportionate share of land at our said Premises or any part thereof and for that purpose to sign and execute all deeds, as our said Attorney shall think fit and proper as per the registered Development Agreement.
18. To file and submit declaration, statements, application and/or returns to the competent authority or any other necessary authority or authorities in connection with the matters herein contained.
19. To receive part or full consideration sum against the entire **DEVELOPER'S ALLOCATION** from the intending purchasers and acknowledge the receipt of the same on our behalf.



20. To appear and represent us before any notary, Registrar of Assurances, District Registrar, Additional District Sub-Registrar, Metropolitan Magistrate and Other Office or Offices or Authority or Authorities having jurisdiction and to sign and to execute the documents and present the same for registration and complete for registration and to acknowledge and register or have registered and performed any kind of Deeds, Deed of Conveyances, Agreement for Sale, Deed of Declaration or Rectification, Deed of Boundary Declaration, and/or any kind of instruments writing executed and signed by the said Attorney in any manner after taking permission from the Authority concerned if it is required concerning the said property as per said registered Development Agreement in connection with the **DEVELOPER'S ALLOCATION** only.
21. To take necessary steps for registration of building or any part alongwith the proportionate share of land the entire construction represented by our Attorney as per said Development Agreement.
22. To convey prosecute, enforce, defend answer and oppose all actions other legal proceedings regarding the said land and property or any part thereof.
23. To file and defend suits, cases, appeals and applications of whatsoever nature for and on behalf of or to be institute preferred by or any person or persons in respect of the said property.
24. To compromise suits, appears or other legal proceedings in any Courts, Tribunals or other authority whatsoever and to sign and verify applications thereof.
25. To sign declare and/or affirm any plaint, written statements petitions, affidavits, verifications, vokatnamas, warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings or in any way construction therewith.
26. To deposit and withdraw fee, documents and moneys in and from any Court or courts and/or other person or persons or authority and given valid receipts and discharged thereof.

A handwritten signature in black ink, appearing to be 'MS' with a flourish, is written over the bottom of the list.

AND GENERALLY TO act as our Attorney in relation to all matters touching our said property and on our behalf to do all instruments, acts, nature, deeds and things as fully and effectually as We would do if We would personally present.

AND We hereby ratify and confirm and agree or undertake and whatsoever our said Attorney appointed under this Power herein above contained shall lawfully do or cause to be done in the right of or by virtue of these presents including such confirming and other works.

7. **THE DEVELOPER HEREBY AGREES AND COVENANTS WITH THE OWNERS** as follows :-
- (i) It is noted that due to unforeseen circumstances or act of God such as earthquake, flood, riot, any prevailing rule, cyclone or tempest if the such construction work is hampered, such delays shall not be counted and the **DEVELOPER** shall have liberty to extend the time after mutual discussion of both the parties herein.
 - (ii) Not to violate or contravene any of the provisions or rules applicable for construction of the said building.
 - (iii) Not to do any act, deed or thing from the part of the **OWNERS** whereby the **DEVELOPER** is prevented from enjoying, selling, assigning and/or disposing of any of the **DEVELOPER'S ALLOCATION** in the said building.
 - (iv) That the **DEVELOPER** shall have to bear any kind of Govt. expenditure, all types of K.M.C. tax with any arrears during construction of the building , cost of the soil test, the cost for the local disputes or political assistance, local club, syndicate dispute, alongwith entire expenditure for construction of the proposed building (including Flat and Car parking to be completed in all respects) including each and every expenditures and expenses shall be borne by the Developer only and the **OWNERS** herein shall not be liable for the same and even the **OWNERS** shall face or pay any cost for the labour problem, any kind of accident during construction or any types of natural calamity etc..
 - (v) That after handing over the entire **Owners' Allocation** by the **DEVELOPER** herein

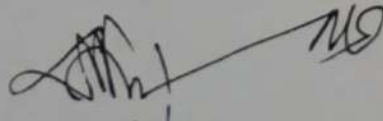


the OWNERS herein shall have to pay their proportionate taxes for their allocation to the concerned authority.

- (vi) The annexed-specification of the building shall be part of the agreement.

7. **MUTUAL COVENANT AND INDEMNITIES** :-

- (i) The **OWNERS** hereby undertake that the **DEVELOPER** shall be entitled to the rest proposed 50% of the total construction excluding the Owners' Allocation on 50% of sanction area and shall enjoy its Allocation without interference or disturbances from the Owners' end, provided the **DEVELOPER** shall perform all the construction work as per the terms and conditions as within mentioned including various specifications as laid down as per annexure. More or less area of 50% sanction area of the allocated portion of the parties herein shall be compensated by either parties on marketable price.
- (ii) The **OWNERS** execute and register a Development Power of Attorney in favour of the **DEVELOPER** within these presents to complete the project and the **DEVELOPER** shall have right to execute and register the Deed of Conveyance in favour of the intending Purchasers only on the **DEVELOPER'S ALLOCATION**. Besides the **DEVELOPER** shall be empowered by the Owners to take sanction of the building Plan or any other revised or completion Plan from K.M.C. after prior approval of the **OWNERS** and to take drainage sewerage connection in the Premises and also sell the **Developer's Allocation** to the Third Party.
- (iii) The **OWNERS** shall handover the original Title Deed, link deed, B.L. & L.R.O. Parcha (LR), K.M.C. Mutation Certificate, paid up K.M.C. Tax bills and other original papers in respect of the property to the **DEVELOPER** at the time of execution and register the Development Agreement and the **DEVELOPER** shall grant receipt for the same in favour of the **OWNERS** and after completion of the entire building as well as after sale of the entire Developer's Allocation the



DEVELOPER herein shall hand over the all the aforesaid Deeds, mutation certificates etc. of the property to the OWNERS herein. That after completion of the entire building the DEVELOPER herein shall apply the completion certificate from the KMC and collect the same and deliver the same to the OWNERS herein.

- (iv) The **DEVELOPER** shall have to face all the financial liabilities and project liabilities during construction of the building on the land of the **OWNERS** and even any accident occurs during the construction, the **DEVELOPER** shall bear all the costs and take all the financial liabilities thereof.
- (v) The **OWNERS** herein shall have right to inspect/check regarding the quality of the building materials during construction of the building.
- (vi) That during pendency of this Agreement if the **OWNERS** leaves this material world, their legal heirs/successors shall have to abide by the terms and conditions of this Agreement without raising any objection and give full co-operation to the **DEVELOPER**. The **OWNERS' ALLOCATION** shall then remain unchanged as per its Development Agreement. Simultaneously if the present signatory authority of the developer Company leaves the material world, the company shall then take all the liabilities of this project and shall also abide by all the terms and conditions of this agreement hand over the **OWNERS' ALLOCATION** within the stipulated period.
- (vii) The **DEVELOPER** shall be liable to complete the building as per sanction building plan without any deviation, if it is done so the **DEVELOPER** shall have to regularize the same and take necessary completion certificate as regards the proposed building.
- (viii) The **OWNERS** and the **DEVELOPER** shall jointly decide the **name of the proposed building** to be completed by the **DEVELOPER**.
- (ix) A ground floor plan has been annexed in this Agreement for the distribution of Car Parking Space between the **OWNERS** and the **DEVELOPER**.



8. **JURISDICTION OF THE COURT:**

All courts, within the limits of Alipore, District South 24-Parganas, and the High Court at Calcutta shall be utilized for adjudication of any dispute.

SCHEDULE OF THE ABOVE REFERRED TO
(DESCRIPTION OF THE ENTIRE PROPERTY)
SCHEDULE - 'A'

ALL THAT piece and parcel of the total 'Bastu' land measuring an area of 09 (Nine) Cottahs 12 (Twelve) Chittacks 00 (Zero) Sq.ft. more or less whereon a residential Ground Plus Four Storied building plan with lift facility as per Building Permit No.2023120296 dated 03.10.2023 sanctioned by The Kolkata Municipal Corporation Borough Office - XII situated in Mouza - Nayabad, J.L. No. 25, R.S. No. 3, Touzi No. 56, comprising in R.S. Dag No.191, under R.S. Khatian No.131, corresponding to L.R. Dag No.191, under L.R. Khatian Nos.1366, 1367, 1368 and 1240, known as K.M.C. Premises No.3849, Nayabad, within the K.M.C. Ward No.109, Assessee No.31-109-08-9712-7, P.S. Panchasayar, Kolkata - 700 099 and the entire property is butted and bounded by :

<u>ON THE NORTH</u>	:	Land of others.
<u>ON THE SOUTH</u>	:	KMC Premises No.3847, Nayabad;
<u>ON THE EAST</u>	:	Land of others;
<u>ON THE WEST</u>	:	24'-0" wide Road.

SCHEDULE - 'B' ABOVE REFERRED TO
(OWNERS' ALLOCATION)
TO BE OBTAINED FROM THE DEVELOPER

The OWNERS herein shall jointly get 50% (Fifty percent) of the total sanction area of which the OWNERS herein shall jointly get **two complete Flats** on First Floor i.e. one on North-East side of the First Floor and another one on South-East side of the First Floor of the building, entire complete Third Floor Flat area of the proposed building consisting of Four Nos. of Flats and two complete Flats on Fourth Floor i.e. one on North-West side of the Fourth Floor and another one on South-West side of the Fourth Floor of the building and also together with 50% of the Car Parking Space area on the Ground floor of the proposed building i.e. OWNERS shall get eight Nos. of Car Parking Spaces being Nos.3, 8, 9, 10, 11, 14, 15 and 16 of the Ground Floor of the proposed building. The



OWNERS shall also enjoy the proportionate share of land togetherwith the right of enjoyment of all the common amenities/facilities of the building.

SCHEDULE – 'C' ABOVE REFERRED TO
(COMMON RIGHTS AND FACILITIES)

Stair-case & landings common passage, water lines and water and its connection electricity main meter and line and its wiring and connection from C.E.S.C. land and boundary wall, fixtures and fittings vacant spaces, roof, and mummy roof, lift, lift lobby, lift well and lift room, main gate and entrance, Caretaker's Room toilet on ground floor and proportionate land, pump and motor, septic tank, water reservoir on ground floor and over head water tank and all plumbing lines of the building.

SCHEDULE – 'D' ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

ALL THAT the DEVELOPER herein shall get rest 50% (Fifty percent) of the sanction Flat area of the proposed building i.e. **two complete Flats on First Floor i.e. one on North-West side of the First Floor and another one on South-West side of the First Floor of the building, entire complete Second Floor Flat area of the proposed building consisting of Four Nos. of Flats and two complete Flats on Fourth Floor i.e. one on North-East side of the Fourth Floor and another one on South-East side of the Fourth Floor of the building and also together with 50% of the Car Parking Space area on the Ground floor of the proposed building i.e. DEVELOPER shall get eight Nos. of Car Parking Spaces being Nos.1, 2, 4, 5, 6, 7, 12 and 13 of the Ground Floor of the proposed building.** The entire building shall be constructed by the DEVELOPER at its cost as per sanctioned building plan to be sanctioned by K.M.C. at its cost and also as per annexed specification. The DEVELOPER shall enjoy undivided proportionate land share out of total land as mentioned in the SCHEDULE – "A" hereinabove alongwith the benefit of all the common facilities as mentioned in the SCHEDULE – 'C' above.



IN WITNESS WHEREOF the Parties have put their respective signature hereto the day, month and year first above written.

WITNESSES:

1. Abhijit Kumar Mishra
69/1, Baghajatin Place
Kolkata - 700086

1. Kumud Chandan Kar
Shikharpati Kar
2.
3. Dipanwita Mishra
4. Nibedita Mishra

2. Somesh Mishra
High Court
Calcutta

SIGNATURE OF THE OWNERS

ASHIRBAD REALITY PVT. LTD.
Anand Mishra

Director

SIGNATURE OF THE DEVELOPER

PREPARED & DRAFTED BY :

Debes Kumar Misra (AM) (MS)

(DEBES KUMAR MISRA)

ADVOCATE [Enrollment No. F/364/329/1989]

HIGH COURT, CALCUTTA

Resi-cum-Chamber : 69/1, Baghajatin
Place, Kolkata-86

PH-9830236148(D.K.M.),

Email: debeskumarmisra@gmail.com

9051446430(Somesh),

Email: mishrasomesh08@gmail.com

9836115120(Tapesh),

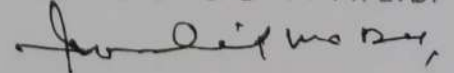
Email: tapesh.mishra85@gmail.com

HIGH COURT, CALCUTTA.

SPECIFICATIONSALIENT FEATURE OF THE BUILDING

1. The proposed building shall be known as ASHIRBAD HERITAGE.
2. **STRUCTURE:** Building structure R.C.C. Column, Beam, Roof, Pillar, Tie-beam as per structure design approved by the competent authority, outside brick wall 8" thickness. Inside partition wall 5" and 3" as per Engineer's direction.
3. **LIFT :** One lift shall be installed for common users, Lift power will be taken from the common service meter.
4. **FLOORING :** Toilet floor shall be fully Anti skid vitrified tiles/Marble finish and other floors of all bed rooms, dining-cum-living, balconies and stairs shall have vitrified tiles finish and skirting 4" and kitchen and toilets shall be finished by vitrified tiles/Marble.
5. **WALL OF TOILET :** The toilet 6' height with glaze colour tiles.
6. **KITCHEN :** On the gas-table installed the granite stone and steel sink and 3ft height finished with glazed tiles over and above the cooking platform.
7. **TOILET :** In both toilets Western type commode with P.V.C. cistern and one basin will be installed at dining space in toilets taps, shower etc. shall be of standard quality. Two geyser point in both bathrooms, two basin point in two bath room and one basin point in drawing-cum-dining area and the Developer shall provide two basin.
8. **WINDOW :** All Aluminum sliding window with M.S. grill.
9. **DOOR :** All door frame will be standard quality sal wood frame and all pilla will be commercial Flush door with both side enamel paint and main door one side teak wood paste..
10. **WATER SUPPLY :** Water supply round the clock is assured for which necessary deep tube-well and pump shall be installed.
11. **PLUMBING :** Inside of the all Toilet pipe line will be concealed.
12. **ELECTRIC :** Full concealed copper wiring with light points, Fan points, Plug Points, Cable TV point, AC point in all bed rooms (for Owners' Allocation Flats only), main line of the electric for the Flat will be 6mm (for the Owners' Allocation Flats only).
13. **COMMON SERVICE AND UTILITIES AREA :** One common toilet, meter space, under ground water tank and one pump space, common passage and terrace etc.
(a) **PAINTING :** Inside wall shall have only putty finish.
14. Car Parking Space shall be finished by parking tiles roof shall be finished by net cement with heat proof.
15. Any extra finishing apart from these specification shall be borne by the Owner.

ASHIRBAD REALITY PVT. LTD.

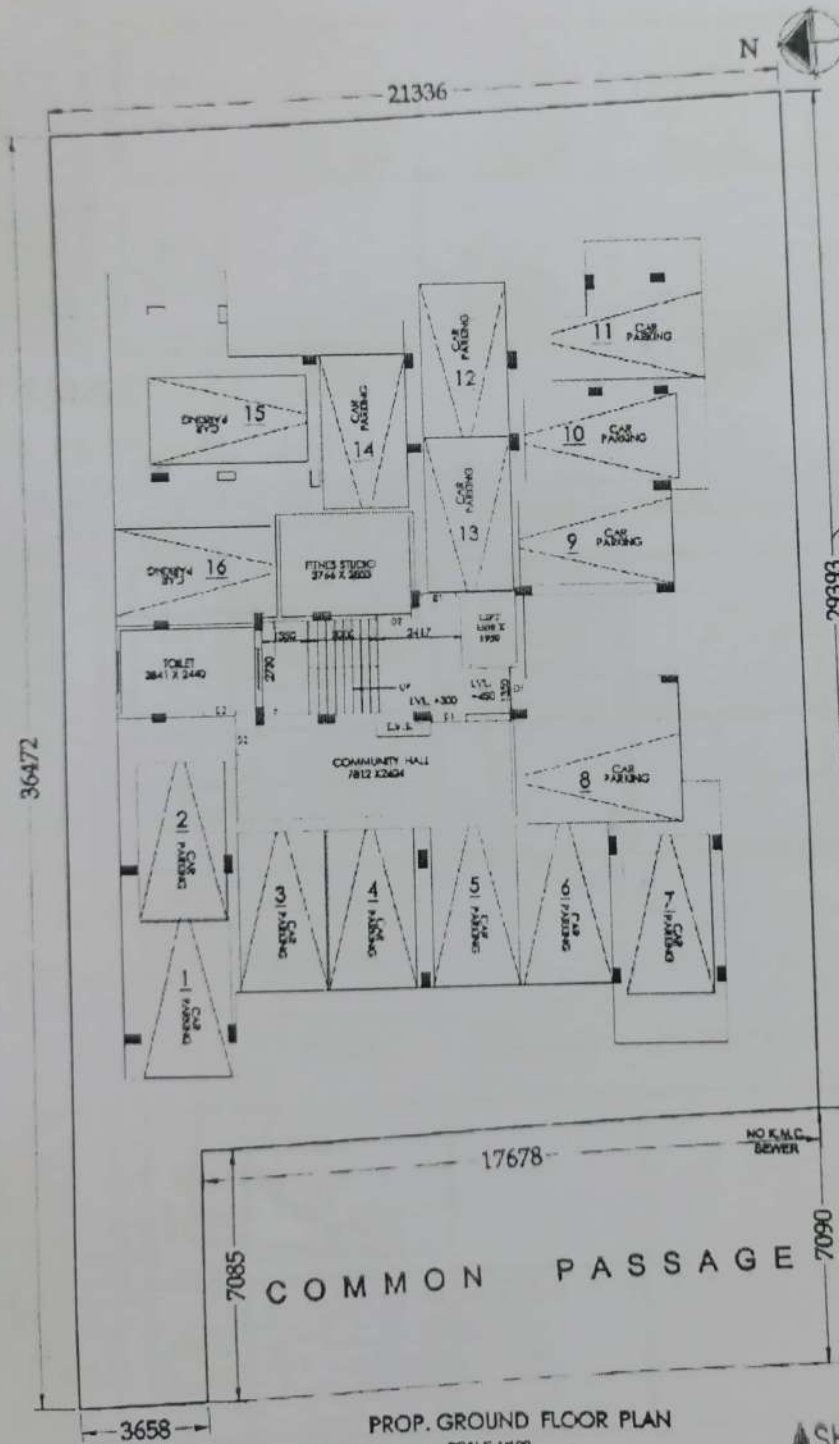


Director

Kumud chandra Kar
Shikha Pruthi Kar
Dipansita Mishra
Vibedita Mishra

PROPOSED GROUND FLOOR CAR PARKING DRAWING OF THE KMC PREMISES NO.3849, NAYABAD, WITHIN THE KMC WARD NO.109, KOLKATA - 700099.

CAR PARKING SPACE NOS. 3, 8, 9, 10, 11, 14, 15 and 16 FOR THE OWNERS AND CAR PARKING SPACE NOS. 1, 2, 4, 5, 6, 7, 12 and 13 FOR THE DEVELOPER AS PER AMICABLE SETTLEMENT.



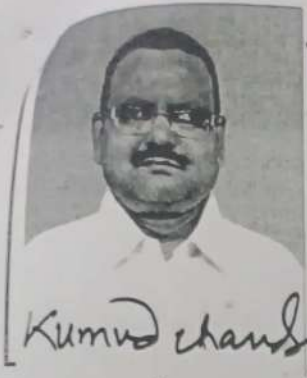
Handwritten note: Ashirbad

Handwritten notes:
 Krunal chandra Kar
 Shikha Jati Kar
 Dipanwita Mishra
 Nikedita Ullishra

PROP. GROUND FLOOR PLAN
 SCALE: 1:100
 PREMISES NO. - 3849, NAYABAD.

ASHIRBAD REALITY PVT. LTD.
Signature

Director



Kumud Chandrakar

	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name .. KUMUD CHANDRA KAR

Signature .. Kumud Chandrakar



Shikhadutyi Kar

	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name..... SHIKHADYUTI KAR

Signature .. Shikhadutyi Kar



Dipanwita Mishra

	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name .. DIPANWITA MISHRA

Signature .. Dipanwita Mishra



Nibedita Mishra

	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name .. NIBEDITA MISHRA

Signature .. Nibedita Mishra



	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name

Signature



	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name..... PRODIP KUMAR DAS

Signature..... [Handwritten Signature]



	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name..... SOMECH MISHRA

Signature..... [Handwritten Signature]



	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name

Signature



BAR COUNCIL OF WEST BENGAL
 (STATUTORY BODY UNDER THE ADVOCATES ACT 1961)
 2 & 3, KIRAN SANKAR ROY ROAD, KOLKATA-700 001
 PHONE : 2248-8955/7733
 IDENTITY CARD



Name
 **SOMESH MISHRA** Advocate

Father's / Mother's Name
 **SRI DEBES KUMAR MISHRA**

Signature
ASIT BARAN BASU CHAIRMAN EX-COMMITTEE
ARUN KUMAR BARKAR SECRETARY

Card No. **C-2952**

Address Recorded on the Roll **69/1, BAGHAJATIN PLACE,**
KOLKATA-700 086

Present Address **. DO .**

Enrolment No. **F/985/2008**

Date of Enrolment **11.12.2008** Date of Birth **02.02.1983**

Date of Issue **18/12** Secretary/Assistant Secretary

Major Information of the Deed

Deed No :	I-1603-16280/2023			Date of Registration	11/10/2023
Query No / Year	1603-2002578632/2023			Office where deed is registered	
Query Date	09/10/2023 10:41:31 PM			D.S.R. - III SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	Somesh Mishra High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL PIN - 700001, Mobile No. : 80*7593682, Status : Advocate				
Transaction	[0110] Sale, Development Agreement or Construction agreement		Additional Transaction		
Set Forth value	Rs. 1/-		Market Value		
Stamp duty Paid(SD)	Rs. 40,070/- (Article:48(g))		Registration Fee Paid		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)				

Land Details :

District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, , Premises No: 3849, , Ward No: 109 JI No: 25, P n Code : 700099

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)	/	Bastu	9 Katha 12 Chatak	1/-	1,57,61,652/-	Wich of Approach Road 24 Ft.,
Grand Total :				16.0875Dec	1 /-	157,61,652 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Shri Kumud Chandra Kar Son of Late Hare Krishna Kar 129/8, Purbachal Kalitala Road, City:- , P.O:- Haktu, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078 Sex: Male, By Caste: Hindu, Occupation: Bus ness, Citizen of: India, PAN No.:: AHxxxxxx2H, Aadhaar No: 62xxxxxxxx2967, Statua: Individual, Executed by: Self, Date of Execution: 10/10/2023 , Admitted by: Self, Date of Admission: 10/10/2023 ,Place : Pvt. Residence, Executed by: Se,f, Date of Execution: 10/10/2023 , Admitted by: Self, Date of Admission: 10/10/2023 ,Place : Pvt. Residence

2 **Smt Shikhadyuti Kar**

Wife of Shri Kumud Chandra Kar 129/8, Purbachal Kalitola Road, City:- , P.O - Haltu, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ASxxxxxx6G, Aadhaar No: 74xxxxxxx6355, Status :Individual, Executed by: Self, Date of Execution: 10/10/2023
, Admitted by: Self, Date of Admission: 10/10/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 10/10/2023
, Admitted by: Self, Date of Admission: 10/10/2023 ,Place : Pvt. Residence

3 **Smt Dipanwita Mishra (Presentant)**

Daughter of Shri Bhaktipada Das 69/1, Baghajatin Place, City - , P.O:- Baghajatin, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BKxxxxxx0L, Aadhaar No: 98xxxxxxx0508, Status :Individual, Executed by: Self, Date of Execution: 10/10/2023
, Admitted by: Self, Date of Admission: 10/10/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 10/10/2023
, Admitted by: Self, Date of Admission: 10/10/2023 ,Place : Pvt. Residence

4 **Smt Nibedita Mishra**

Daughter of Late Pranab Kumar Bhattacharjee 69/1, Baghajatin Place, City:- , P.O:- Baghajatin, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BPxxxxxx0G, Aadhaar No: 48xxxxxxx0251, Status :Individual, Executed by: Self, Date of Execution: 10/10/2023
, Admitted by: Self, Date of Admission: 10/10/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 10/10/2023
, Admitted by: Self, Date of Admission: 10/10/2023 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Ashirbad Reality Private Limited 6B/28, Mukundapur, 1st Floor, City:- , P.O:- Mukundapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099 , PAN No.:: AAxxxxx9G,Aadhaar No Not Provided by UIDAI, Status Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Shri Prodip Kumar Das Son of Late Purnendu Sekhar Das 1983, Mukundapur, Satabdi Park, 4th Floor, City:- , P.O:- Mukundapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHxxxxxx2P, Aadhaar No 30xxxxxxx3168 Status : Representative, Representative of : Ashirbad Reality Private Limited (as Director)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Somesh Mishra Son of Mr. Debes Kumar Misra High Court, Calcutta, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001			

Identifier Of Shri Kumud Chandra Kar, Smt Shikhadyuti Kar, Smt Dipanwita Mishra, Smt Nibedita Mishra, Shri Prodip Kumar Das

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri Kumud Chandra Kar	Ashirbad Reality Private Limited-4.02187 Dec
2	Smt Shikhadyuti Kar	Ashirbad Reality Private Limited-4.02187 Dec
3	Smt Dipanwita Mishra	Ashirbad Reality Private Limited-4.02187 Dec
4	Smt Nibedita Mishra	Ashirbad Reality Private Limited-4.02187 Dec



Endorsement For Deed Number : I - 160316280 / 2023

On 10-10-2023

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

Presented for registration at 20:50 hrs on 10-10-2023 at the Private residence by Smt. Dipanwita Mishra, one of the Executants.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,57,61,652/-

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

Execution is admitted on 10/10/2023 by 1. Shri Kumud Chandra Kar, Son of Late Hare Krishna Kar, 129/8, Purbachal Kalitala Road, P.O: Haltu, Thana: Kasba, South 24-Parganas, WEST BENGAL, India, PIN - 700078, by caste Hindu, by Profession Business, 2. Smt Shikhadyuti Kar, Wife of Shri Kumud Chandra Kar, 129/8, Purbachal Kalitala Road, P.O: Haltu, Thana: Kasba, South 24-Parganas, WEST BENGAL, India, PIN - 700078, by caste Hindu, by Profession Business, 3. Smt Dipanwita Mishra, Daughter of Shri Bhaktipada Das, 69/1, Baghajatin Place, P.O: Baghajatin, Thana: Patuli, South 24-Parganas, WEST BENGAL, India, PIN - 700086, by caste Hindu, by Profession House wife, 4. Smt Nibedita Mishra, Daughter of Late Pranab Kumar Bhattacharjee, 69/1, Baghajatin Place, P.O: Baghajatin, Thana: Patuli, South 24-Parganas, WEST BENGAL, India, PIN - 700086, by caste Hindu, by Profession House wife

Identified by Mr Somesh Mishra, Son of Mr Debes Kumar Misra, High Court, Calcutta, P.O: GPO, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 10-10-2023 by Shri Prodig Kumar Das, Director, Ashirbad Reality Private Limited (Private Limited Company), 6B/28, Mukundapur, 1st Floor, City - , P.O:- Mukundapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099

Identified by Mr Somesh Mishra, Son of Mr Debes Kumar Misra, High Court, Calcutta, P.O: GPO, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 11-10-2023

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.

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 0.00/-, by online = Rs 60/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/10/2023 8:19PM with Govt. Ref. No: 192023240253980658 on 10-10-2023, Amount Rs: 60/-, Bank: SBI EPay (SBlePay), Ref. No. 6173450078039 on 10-10-2023, Head of Account 0030-03-104-001-16



Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,070/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 39,970/-

Description of Stamp

1. Stamp. Type: Impressed, Serial no 13359, Amount: Rs.100.00/-, Date of Purchase: 06/10/2023, Vendor name: S B Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/10/2023 8:19PM with Govt. Ref. No. 192023240253980658 on 10-10-2023, Amount Rs: 39,970/-, Bank SBI EPay (SBIPay), Ref. No. 6173450078039 on 10-10-2023, Head of Account 0030-02-103-003-02



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2023, Page from 493333 to 493371

being No 160316280 for the year 2023.



Digitally signed by Debasish Dhar
Date: 2023.11.24 16:29:48 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 24/11/2023

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

West Bengal.

24/11/2023 . Query No:-16032002578632 / 2023 Deed No -I-16280/2023
Document is digitally signed.