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Where the document is registered, the signature sheets and endorsement sheets attached with the document are part of this document.

District Sub-Registrar-IV  
Registrar U/S 7 (2) of  
Registration 1908  
Alipore, South 24 Parganas

18 DEC 2020

22 DEC 2020

**DEVELOPMENT AGREEMENT ALONG WITH  
DEVELOPER POWER OF ATTORNEY**

THIS DEVELOPMENT AGREEMENT ALONG WITH DEVELOPER POWER OF ATTORNEY is made this the 18<sup>th</sup> day of **December** Two Thousand and Twenty (2020)

BETWEEN

*[Signature]*  
Advocate

9-17/10/20



SL. NO. 5525, Dt. 27/11/2020

NAME.....

ADDRESS.....

RS. 506/-

Tapesh Mishra  
Advocate  
High Court, Calcutta

TANMOY KAR PURKAYASTHA  
(STAMP VENDOR)  
ALIPORE POLICE COURT  
KOLKATA-27



Sudip Kumar Mandal



**BINAYAK GROUPS**

Sudip Kumar Mandal  
Proprietor

District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration 1908  
Alipore South 24 Parganas

5038



VCTN 5039  
16 DEC 2020

Sharna Shakurta  
5039

Identified by:

Tapesh Mishra  
Advocate  
High Court  
Calcutta



**SMT. JHARNA THAKURTA**, (PAN – ABSPT9996M), (Aadhaar No. 6800 6916 5649), wife of Late Bhola Pada Thakurta, by Faith – Hindu, by Occupation – Housewife, by Nationality – Indian, presently residing at 160, Manicktala Main Road, Bengal Chemical, B-4/2, Purbasha Housing Estate, Post Office & Police Station – Kankurgachi, Kolkata - 700 054, District : North 24-Parganas, formerly residing at “Chandroday Bhawan”, Garia Gardens, Kolkata – 700 084, District – South 24-Parganas, hereinafter called and referred to as the **OWNER/VENDOR/FIRST PARTY** (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include her legal heirs, executors, legal representatives, successors, administrators and assigns) of the **FIRST PART**

**AND**

**“BINAYAK GROUPS”**, (PAN – AKNPM2537P), a Proprietorship Firm, having its registered office at B/35, Ganganagar, Post Office – Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, represented by its sole Proprietor namely **SRI SUDIP KUMAR MANDAL**, (PAN – AKNPM2537P), (Aadhaar No. 2225 3389 8869), (Mob. No. 9830743940), son of Sri Samir Kumar Mondal, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at B/35, Ganganagar, Post Office – Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, District – South 24-Parganas, hereinafter called and referred to as the **“DEVELOPER/SECOND PARTY”** (which expression unless repugnant to the context shall mean and include his legal heir/ heirs, executor/ executors, administrator/ administrators, assigns, representative/ representatives, successors-in-office and successors-in-interest) of the **SECOND PART**.

**WHEREAS** by a Deed of Conveyance bearing the date 14<sup>th</sup> July, 1978 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas, recorded in Book No. 1, Being No. 4092 for the year 1978 the previous Vendor/Society namely The Jadavpur Co-Operative Land and Housing Society Limited, registered under the West Bengal Co-operative Society Act, 1940 (Registration No. 116/CAL of 1965) and having its registered office at Jadavpur University, P.S. Jadavpur, Kolkata - 700032 in the District of South 24-Parganas hereinafter referred to as **‘THE SAID SOCIETY’** absolutely purchased for a valuable consideration mentioned therein from one Sunil Kumar Mitra and others the total land measuring an area of 10.93 Acres (Ten Acre Ninety three decimals) comprising in R.S. Dag Nos.83, 85, 87, 88, 89, 91, 131, 132, 135, 136 and 139, under Khatian No.101, J.L.

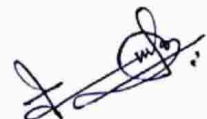
No. 25, Touzi No. 56 situated in Mouza – Nayabad, in formerly Police Station – Kasba, at present P.S. Purba Jadavpur, in the District of South 24-Parganas.

**AND WHEREAS** by a further Deed of Conveyance dated 8<sup>th</sup> February, 1979, registered at the office of the District Sub-Registrar, Alipore, 24-Parganas and entered in Book No. 1, Being No. 590 for the year 1979 '**THE SAID SOCIETY**' absolutely purchased for a valuable consideration as mentioned therein from Sunil Kumar Mitra and others the total land measuring a further 10.93 Acres (Ten acres and Ninety three decimals) comprising in R.S. Dag Nos. 83, 85, 87, 81, 89, 91, 131, 132, 135, 136 and 139, under Khatian No. 101, J.L. No. 25, Touzi No. 56, in Mouza – Nayabad, in formerly Police Station – Kasba, at present P.S. Purba Jadavpur, in the District of South 24-Parganas.

**AND WHEREAS** by a further Deed of Conveyance bearing dated 3<sup>rd</sup> December, 1979 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas and entered in Book No.1, Being No. 5334 for the year 1979 '**THE SAID SOCIETY**' absolutely purchased for a valuable consideration as mentioned therein from Ganesh Chandra Paramanik and others the total land measuring 1 (One) Bigha 11 (Eleven) Cottahs (0.53 ½ acres) comprising in Dag No. 139, J.L. No. 25, under Khatian No.90, R.S. No. 3, Touzi No. 56, Mouza - Nayabad, under formerly Police Station – Kasba, at present P.S. Purba Jadavpur, in the District of South 24-Parganas.

**AND WHEREAS** by a further Deed of Conveyance bearing dated 3<sup>rd</sup> December, 1979 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas and entered in Book No. 1, Being No. 5335 for the year 1979 '**THE SAID SOCIETY**' further absolutely purchased for a valuable consideration as mentioned therein from Kubir Mondal and others the total land measuring 16 (Sixteen) Cottahs 8 (Eight) Chittacks (0.28 ½ acres) comprising in Dag No. 139, J.L. No. 25, under Khatian No. 90, R.S. No. 3, Touzi No. 56, Mouza - Nayabad, formerly Police Station - Kasba, at present P.S. Purba Jadavpur, in the District of South 24-Parganas.

**AND WHEREAS** by a further Deed of Conveyance bearing dated 3<sup>rd</sup> December, 1979 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas and entered in Book No. 1, Being No. 5336 for the year 1979 '**THE SAID SOCIETY**' absolutely purchased for a valuable consideration as mentioned therein from Methor Bag





and others the total land measuring more or less 3 (Three) Bighas (0.99 acres) comprising in Dag No. 196, J.L. No. 25, under Khatian No. 76, R.S. No. 3, Touzi No.56, Mouza – Nayabad, in formerly Police Station - Kasba, at present P.S. Purba Jadavpur, in the District of South 24-Parganas.

**AND WHEREAS** by a further Deed of Conveyance bearing date 21<sup>st</sup> December, 1979 and registered at the Office of the District Sub-Registrar, Alipore 24-Parganas and entered in Book No. 1, Being No. 6957 for the year 1979 '**THE SAID SOCIETY**' absolutely purchased for a valuable consideration as mentioned therein from Sunil Kumar Mitra and others the total land measuring 10.93 acres (Ten Acres Ninety three decimals) comprising in Dag No. 83, 135, under Khatian No. 101, R.S. No. 2, Touzi No. 56, Mouza – Nayabad, J.L. No. 25, in formerly Police Station - Kasba, at present P.S. Purba Jadavpur, in the District of South 24-Parganas.

**AND WHEREAS** by a further Deed of Conveyance bearing date 29<sup>th</sup> April, 1980 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas in Book No. 1, Being No. 3223 for the year 1980, '**THE SAID SOCIETY**' absolutely purchased for a valuable consideration as mentioned therein from Sunil Kumar Mitra and others the total land measuring 10.92 (Ten Acres Ninety Two decimals) comprising in Dag Nos. 83, 85, 87, 88, 89, 91, 131, 135, 136 and 139, J.L. No.25, under Khatian No. 101, R.S. No. 3, Touzi No. 56, Mouza - Nayabad, in formerly Police Station - Kasba, at present P.S. Purba Jadavpur, in the District of South 24-Parganas.

**AND WHEREAS** thereafter '**THE SAID SOCIETY**' recorded its name with the office of the then J.L.R.O. Behala by order under Memo Nos. 2086, 2087 and 2089 dated 06.06.1980 as absolute owner of all the land measuring about 45.52 acres [137 (One hundred Thirty Seven) Bighas 5 (Five) Cottahs 7 (Seven) Chittacks and 31 (Thirty one) Sq.ft.] so purchased from the above mentioned parties and was thus seized and possessed of and/or otherwise well and sufficiently entitled to their absolute and indefeasible right and interest free from all encumbrances, liens, charges, lispensens, attachments and is in khas possession thereon.

**AND WHEREAS** in pursuance of the object of developing the area for residential purposes of the members, the said Jadavpur Co-Operative Land and Housing Society Limited

effected improvements thereon by filling earth and making the same of uniform level laid out roads, passages and divided the area into several plots of different sizes and measurements for distribution among the members of 'THE SAID SOCIETY'. The entire land on which the said plots have been so carved out is fully described in the First Schedule being SCHEDULE 'A' hereunder written.

AND WHEREAS pursuant to an application for membership of "THE SAID SOCIETY" made by the Purchaser Member i.e. the present OWNER/VENDOR herein, for obtaining a plot of land and agreeing to comply with the terms and conditions of the said SOCIETY for the demise thereof the Purchaser member i.e. the present OWNER herein was admitted as a member of The Jadavpur Co-Operative Land and Housing Society Limited on 06.04.1967 and the "Said Society" issued the necessary Share Certificate on 20.12.2006 separately in favour of the present OWNER/ VENDOR herein namely SMT. JHARNA THAKURTA.

AND WHEREAS by a resolution dated 02.05.1987 it was decided by "THE SAID SOCIETY" to allot different plots of land to its different members by lottery and such lottery was held on 31.05.1987 whereby the Purchaser Member i.e. the present OWNER/VENDOR herein namely SMT. JHARNA THAKURTA, was allotted the plot of land and hereinafter referred to as "THE SAID PLOT" and the said SMT. JHARNA THAKURTA, accepted the such lottery.

AND WHEREAS the present OWNER/VENDOR herein SMT. JHARNA THAKURTA as the Purchaser therein paid a sum of Rs.9,000/- (Rupees Nine Thousand) only as the full and final payment to "THE SAID SOCIETY" from time to time as required by "the said society" for allotment of the said plot in favour of him as the Member.

AND WHEREAS the present OWNER/VENDOR namely SMT. JHARNA THAKURTA, as the Purchaser took the inspection of the Scheme plan and also the said allotted plot and was satisfied herself as to size and condition thereof and also that the said consideration is the fair and reasonable purchase consideration thereof and the "THE SAID SOCIETY" after having received the full payment of the Sale consideration allotted the said plot to the present OWNER/VENDOR namely SMT. JHARNA THAKURTA being All That the Plot No. 21 (Phase-I) measuring more or less 3 (Three)





Cottahs situated in Mouza – Nayabad, J.L. No. 25, comprising in R.S. Dag No. 132 (Part), under R.S. Khatian No.101, out of the total land as mentioned in the SCHEDULE – A below by a registered Deed of Conveyance dated 30<sup>th</sup> December, 1989 made between “the said society” therein referred to as the Vendor Society of the one part and the present OWNER/VENDOR herein namely SMT. JHARNA THAKURTA, therein referred to as the Purchaser member of the other part and registered with the office of District Sub-Registrar at Alipore South 24-Parganas and entered in Book No. 1, Volume No. I, at Pages 26 to 29, Being No. 7 for the year 1990, the said society for the consideration therein mentioned transferred its all right, title and interest in respect of the said plot of land to the said SMT. JHARNA THAKURTA, the present OWNER/ VENDOR herein.

AND WHEREAS after purchase the present OWNER/VENDOR herein mutated and recorded her name in the record of K.M.C. in respect of her aforesaid purchased property known and numbered as K.M.C. Premises No. 2007, Nayabad, within K.M.C. Ward No.109, being Assessee No. 31-109-08-2007-6, under P.S. Purba Jadavpur, Kolkata – 700 099 and at present she is the absolute recorded Owner of the entire plot of land measuring an area of 3 (Three) Cottahs more or less togetherwith one tile shed measuring an area 100 (One hundred) Sq.ft. situated in Mouza – Nayabad, J.L. No. 25, comprising in R.S. Dag No. 132 (Part), under R.S. Khatian No.101, being Plot No. 21 (Phase-I), as more fully described in the SCHEDULE – A below

AND WHEREAS thereafter the present OWNER/VENDOR herein completed all the formalities as the member of The Jadavpur Co-Operative Land and Housing Society Limited hereinafter referred to as the “Said Society” and since Purchase the VENDOR herein is in physical possession of the said property which is free from all encumbrances.

AND WHEREAS the present OWNER/VENDOR now decided to develop the SCHEDULE -‘A’ mentioned property by constructing a Ground plus three storied building with lift facility, comprising of a number of residential flats on the different floors, Car Parking Space/s in the ground floor, but due to paucity of fund, lack of technical knowledge, experience in the field of construction, has now decided to do the same by appointing a DEVELOPER, who is financially and technically sound to construct a Ground plus three storied building upon the aforesaid property as per the sanctioned building plan duly sanctioned from The Kolkata Municipal Corporation.

**AND WHEREAS** the **DEVELOPER** herein, coming to know the facts of such desire of the **OWNER** herein, has made a proposal in relation to the aforesaid development of the said property before the **OWNER**. The **OWNER** after necessary investigation and thorough understanding with the **DEVELOPER** herein, has agreed to develop the said premises by the **DEVELOPER**. Both the Parties hereto have mutually analysed, discussed, agreed to enter into this registered Development Agreement for the construction of a new Ground plus three storied residential-cum-commercial building with Lift facility upon the aforesaid property as per the sanction building plan to be sanctioned by The Kolkata Municipal Corporation as well as annexed specification marked with letter – 'X' and the **OWNER** herein has agreed to do so as per the terms and conditions as mentioned hereinafter.

**AND WHEREAS** the **DEVELOPER** i.e. the party of the **SECOND PART** herein has agreed to make the construction of the proposed Ground plus three storied building with lift facility in flat systems for residential and other 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 Owner, the Owner's Allocation and accordingly the **OWNER** shall get entire complete First Floor flat area and one residential flat to be situated on the Third Floor, North-East side of the proposed building which shall be of 50% of sanction floor area, together with two Car Parking Spaces to be situated on the Ground Floor, Front side of the proposed building (middle of the building) total measuring an area of 220 (Two Hundred and Twenty) Sq.ft. more or less. Besides the **OWNER** shall also get a total non-refundable sum of Rs.4,00,000/- (Rupees Four Lakhs) only from the **DEVELOPER** out of which (i) Rs.1,00,000/- (Rupees One Lakh) only is paid at the time of execution and registration of this Development Agreement and the **OWNER** has acknowledged the receipt of the same within these presents as mentioned in the Memo below and the balance sum of (ii) Rs.3,00,000/- (Rupees Three Lakhs) only is to be paid after completion of super structure of the proposed building. The **OWNER** shall also enjoy the undivided proportionate share of land and also the other common rights and facilities of the proposed building as mentioned in the **SCHEDULE "A"** and **"C"** herein below. This is called the **OWNER'S ALLOCATION** as mentioned in the **SCHEDULE "B"** herein below.

**AND WHEREAS** the Party of the **SECOND PART** i.e. **DEVELOPER** herein shall get the rest construction of the proposed Ground plus three storied building with lift facility i.e. entire complete Second Floor flat area and one residential flat to be situated on the Third





Floor, South-East side of the proposed building which shall be of 50% of sanction floor area, along with remaining area on the Ground floor of the proposed building, (except Owner's two Car Parking Spaces as mentioned above) of the proposed building excluding the **OWNER'S ALLOCATION**. The **DEVELOPER'S ALLOCATION** has been clearly mentioned and described in the **SCHEDULE "D"** hereunder written. The Party of the **SECOND PART** shall erect the entire proposed Ground plus three storied building with lift facility at its cost and its supervision and labour to be erected as per annexed Specification and also as per the sanction 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 and Car Parking Space etc. The **DEVELOPER** shall enjoy the common rights and undivided proportionate share of land as mentioned in the **SCHEDULE - A and C** below.

**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) **OWNER** : shall mean the party of the **FIRST PART** herein namely **SMT. JHARNA THAKURTA**, wife of Late Bhola Pada Thakurta, presently residing at 160, Manicktala Main Road, Bengal Chemical, B-4/2, Purbasha Housing Estate, Post Office & Police Station – Kankurgachi, Kolkata - 700 054, District : North 24-Parganas, residing at "Chandroday Bhawan", Garia Gardens, Kolkata – 700 084, District – South 24-Parganas and her legal heir/heirs, executor/ executors, administrator/ administrators, and legal representative/ representatives.
  - (b) **DEVELOPER** : shall mean "**BINAYAK GROUPS**", a Proprietorship Firm, having its registered office at B/35, Ganganagar, Post Office – Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, represented by its sole Proprietor namely **SRI SUDIP KUMAR MANDAL**, son of Sri Samir Kumar Mondal, residing at B/35, Ganganagar, Post Office – Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, District – South 24-Parganas for the time being and his respective, legal heirs, representatives, administrators and assigns.

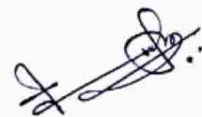
- (c) **TITLE DEED** : shall mean the documents referred to hereinabove in the recital.
- (d) **PREMISES** : shall mean the Property known as K.M.C. Premises No. 2007, Nayabad, within K.M.C. Ward No.109, being Assessee No. 31-109-08-2007-6, under P.S. Purba Jadavpur, Kolkata - 700 099, District : South 24-Parganas, as mentioned and described in the **SCHEDULE 'A'** hereunder written.
- (e) **BUILDING** : shall mean the proposed Ground plus three storied residential-cum-commercial building with lift facility to be constructed on the said premises as per sanction building plan to be sanctioned by The Kolkata Municipal Corporation Borough Office - XII.
- (f) **COMMON FACILITIES AND AMENITIES** : shall include corridors, stair ways, passages ways, driveways, common lavatories, meter space, water and water lines and plumbing lines, lift, lift room, lift lobby, under ground water reservoir, over head water tank, water pump and motor, common toilet on Ground Floor, if any, and other facilities, Care Taker's Room, if any 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) **OWNER'S ALLOCATION** : The **OWNER** shall get entire complete First Floor flat area and one residential flat to be situated on the Third Floor, North-East side of the proposed building which shall be of 50% of sanction floor area, together with two Car Parking Spaces to be situated on the Ground Floor, Front side of the proposed building (middle of the building) total measuring an area of 220 (Two Hundred and Twenty) Sq.ft. more or less. Besides the **OWNER** shall also get a total non-refundable sum of Rs.4,00,000/- (Rupees Four Lakhs) only from the **DEVELOPER** out of which (i) Rs.1,00,000/- (Rupees One Lakh) only is paid at the time of execution and registration of this Development Agreement and the **OWNER** has acknowledged the receipt of the same within these presents as mentioned in the Memo below and the balance sum of (ii) Rs.3,00,000/- (Rupees Three Lakhs) only is to be paid after completion of super structure of the proposed building. The **OWNER** shall also enjoy the undivided proportionate share of land





and also the other common rights and facilities of the proposed building as mentioned in the SCHEDULE "A" and "C" herein below. This is called the **OWNER'S ALLOCATION** as mentioned in the SCHEDULE "B" herein below.

- (h) **DEVELOPER'S ALLOCATION** : The **DEVELOPER** herein shall get the rest construction from the proposed building i.e. entire complete Second Floor flat area and one residential flat to be situated on the Third Floor, South-East side of the proposed building which shall be of 50% of sanction floor area, along with remaining area on the Ground floor of the proposed building, (except Owner's two Car Parking Spaces as mentioned above) of the proposed building excluding the **OWNER'S ALLOCATION**. The **DEVELOPER'S ALLOCATION** has been clearly mentioned and described in the SCHEDULE "D" hereunder written. The Party of the **SECOND PART** shall erect the entire proposed Ground plus three storied building with lift facility at its cost and its supervision and labour to be erected as per annexed Specification and also as per the sanction 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 and Car Parking Space etc. The **DEVELOPER** shall enjoy the undivided proportionate share of land and all common rights as mentioned in the SCHEDULE - A and C below.
- (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 building to be 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.
2. **THIS AGREEMENT** : shall take effect from the date of execution of this agreement.
3. **THE OWNER DECLARE** as follows:
- (a) That she is the absolute Owner and seized and possessed of and/or well and sufficiently entitled to the said property as described in the **SCHEDULE 'A'** below.
- (b) That the **OWNER** has a good marketable title in respect of the said K.M.C. Premises No. 2007, Nayabad, being Assessee No. 31-109-08-2007-6, under P.S. Purba Jadavpur, Kolkata – 700 099, in the District of South 24 Parganas.
- (c) That the said property is free from all encumbrances, charges, liens, lispens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.
4. **THE OWNER AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT** as followings:
- (a) That the **OWNER** has 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 sanction building plan/plans to be sanctioned by The Kolkata Municipal Corporation.
- (b) (i) **OWNER'S ALLOCATION** : the **DEVELOPER** shall give the **OWNER** as the **OWNER'S ALLOCATION** as described in the **SCHEDULE 'B'** hereunder written and rest sale proceeds etc., of the project shall be enjoyed by the **DEVELOPER** herein.
- (ii) **DEVELOPER'S ALLOCATION** : The **DEVELOPER** shall enjoy the Developer's Allocation as 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 of building





plan and its alteration/modification/verification of the sanctioned building plan from the appropriate authorities to be prepared, signed and submitted by the **DEVELOPER** for and in the name of the **OWNER** at the cost of **DEVELOPER** and if any alteration/modification of making further plans for proposed construction are required the **OWNER** shall give such written permission to the **DEVELOPER** without any interruption.

- (d) For all that purpose of sanction of Building plan 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 appear, represent, sign before the concerned authorities on behalf of the **OWNER** in her name and on her behalf in connection with any or all of the matters aforesaid and the **OWNER**, in such circumstances, shall give assistance/co-operation/signatures whenever necessary to the **DEVELOPER** for the interest of the proposed project.
- (e) That the **DEVELOPER-Firm** shall erect the building in the said premises as per said sanction building plan and for the same the **OWNER** shall put her 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 **DEVELOPER'S ALLOCATION** to be erected at the cost of the **DEVELOPER**.
- (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 three storied building with Lift facility thereon in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation Office at the cost of the **DEVELOPER**.
- (g) The **DEVELOPER** shall make, build, construct, supervise and carry out all the acts through contractors and sub-contractors in such manner as may be thought fit and proper by it for such construction of the said proposed building 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 required for the beneficial use and enjoyment of the occupiers of the proposed building to be constructed in the said property in terms of this Agreement.

- (h) That the **DEVELOPER** shall be exclusively entitled to its respective share of the **DEVELOPER'S ALLOCATION** of the proposed building 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 name of the **OWNER** and represent her 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 **OWNER** shall not raise any objections for it on the contrary the **OWNER** shall give full co-operations 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 sanction building plan to be sanctioned by The Kolkata Municipal Corporation Office and as well as hereby annexed specifications and the **DEVELOPER** shall take all the responsibility and risk regarding the construction of the proposed building and further covenant to complete the said building within 24 (Twenty four) months from the date of sanction of the building plan and also from the date of taking over possession whichever is later and 6 (Six) months grace period.
- (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 with suitable pump, electric wiring and installations other electrical things and also other facilities as are required to be provided in the new building constructed for sale of the flats etc. therein on Ownership basis and as mutually agreed upon.



5. **THE OWNER HEREBY AGREE AND COVENANT 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 **OWNER** positively give vacant possession of the entire premises as mentioned in the **SCHEDULE 'A'** hereunder to the **DEVELOPER** on and within 10 (Ten) days from the date of execution of this Agreement for making construction work of the proposed building as per sanction building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office at the cost of the **DEVELOPER**.
- (iv) The **DEVELOPER** shall sell all the Developer's Allocation of the proposed building, as described in the **SCHEDULE 'D'** hereunder written **TOGETHER WITH** proportionate undivided share of land of the said premises and the common areas and facilities 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 relative flats and/or all other portions of the building from the **DEVELOPER'S ALLOCATION** as per its 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 by virtue of this Agreement the **DEVELOPER** shall have right to execute and register all the Conveyance/s, Deeds or Agreement for sale in favour of the intending Purchasers only upon the **DEVELOPER'S ALLOCATION**.
- (v) The **OWNER** hereby empowers and authorizes the **DEVELOPER** to do this project in connection with the said property as described in the **SCHEDULE - A** hereunder

written such as to sell or any kind of transfer of the **DEVELOPER'S ALLOCATION** through registered deeds 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 sewerage plan and to take water or electric connection therein and also to execute any document, declaration or affidavit for the interest of the project etc. to appoint different type 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.

6. **THE OWNER HEREIN EXECUTES THE POWER OF ATTORNEY IN FAVOUR OF THE DEVELOPER HEREIN BELOW:**

The **OWNER** herein namely, **SMT. JHARNA THAKURTA**, (PAN - **ABSPT9996M**), (Aadhaar No. **6300 6916 5649**), wife of Late Bhola Pada Thakurta, by Faith - Hindu, by Occupation - Housewife, by Nationality - Indian, presently residing at 160, Manicktala Main Road, Bengal Chemical, B-4/2, Purbasha Housing Estate, Post Office & Police Station - Kankurgachi, Kolkata - 700 054, District : North 24-Parganas, residing at "Chandroday Bhawan", Garia Gardens, Kolkata - 700 084, District - South 24-Parganas, do hereby appoint "**BINAYAK GROUPS**", (PAN - **AKNPM2537P**), a Proprietorship Firm, having its registered office at B/35, Ganganagar, Post Office - Mukundapur, Police Station - Purba Jadavpur, Kolkata - 700 099, represented by its sole Proprietor namely **SRI SUDIP KUMAR MANDAL**, (PAN - **AKNPM2537P**), (Aadhaar No. **2225 3389 8869**), (Mob. No. **9830743940**), son of Sri Samir Kumar Mondal, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at B/35, Ganganagar, Post Office - Mukundapur, Police Station - Purba Jadavpur, Kolkata - 700 099, District - South 24-Parganas, as her lawful Constituted Attorney on her behalf to do the following acts in respect of his property as mentioned in the **SCHEDULE** below:

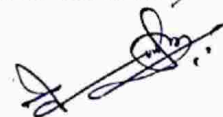
- i. To look after and manage the property on behalf of the **OWNER**.
- ii. To appear and act in all the Courts such as Civil or Criminals, Originals, Revisional or Appellate Courts and also in the Registration Offices and in any other Office of Government, in the Office of The Kolkata Municipal Corporation or any other Municipality, Improvement Trust, The Kolkata Metropolitan





Development Authority, Commissioner of any Division or District Board, Panchayat or any other office or Local Authority on behalf of me and for such purpose my said Attorney may accept service of any summons or any notice issued by any authority, shall be received by my said Lawful Attorney.

- iii. To sign and verify and plaint, written, statements, petition of claim and objection, memorandum of Appeal and petition and application of all kinds and to file them relating to the aforesaid properties as mentioned in the **SCHEDULE** hereunder written in any such Court or Office.
- iv. To appoint, engage on my behalf any Advocate, Pleader, Solicitors, Revenue Agent or any other legal practitioner whenever my said Attorney shall think proper to do so and to discharge and/or terminate his appointments.
- v. To cause mutation of my said Property where necessary effected in the revenue and/or in the record of The Kolkata Municipal Corporation and also in the record of Ld. B.L. & L.R.O. within 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, Assessment Roll or Tax Clearance Certificate and other necessary papers thereof and pay necessary taxes to The Kolkata Municipal Corporation as and when necessary on my behalf.
- vi. To demarcate or delineate my said property that be necessary for the said purpose by virtue of a Deed of Boundary Declaration or any other Declaration or Deed of Rectification to be registered before the concerned registering authority and/or to sever any affidavit related thereto.
- vii. To deposit the revenue for my said property in The Kolkata Municipal Corporation or in any Government Department and to pay all charges and the local taxes for the properties.
- viii. To sign all the plans to be submitted before the concerned authority/authorities for the sanction of the building plan, revised building Plan and/or modified Plan and/or completion Building Plan for my said property and sign all the papers related thereto and to sign the same on my behalf the modified or revised Plan and submit



the same before The Kolkata Municipal Corporation for sanction and then to get delivery the same along with the Completion Certificate and also Completion Plan of the building on my behalf from The Kolkata Municipal Corporation and execute any affidavit related thereto and also sign, execute and register any Deed of Declaration to be required for the same related to my said property.

- ix. To sign drainage and sewerage Plan of the property and submit the same before the Kolkata Municipal Corporation in respect of the Premises and to sign all other papers related thereto.
- x. To sign the Plan for taking water connection from The Kolkata Municipal Corporation in respect of the said Premises as mentioned in the Schedule below and also to sign all the papers related thereto.
- xi. To look after and to control all the affairs for the development of the said land and construction of a new Ground plus Three storied building which is being erected as per sanction building Plan duly sanctioned by The Kolkata Municipal Corporation or other approval of the Government Authority at the cost of the **DEVELOPER** and the **DEVELOPER** shall sign and execute on behalf of the owner all the Declaration Deed or any other Declaration as mentioned in the **SCHEDULE – A** below related thereto and registrar the such document as per requirement for the interest of the proposed project.
- xii. To sign, execute and submit all Development Plans, Documents, Statements, Papers, Undertakings, Declarations, may be required for necessary sanction, modification and/or alteration of sanctioned plans by the appropriate authority and other appropriate authorities after signing from the landowner.
- xiii. To appear and represent on behalf of the **PRINCIPAL** i.e. **LAND OWNER** 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 Development plans for the above mentioned property and also for the interest of the proposed project.





- xiv. To pay fees for obtaining the modification of plan and such other orders and permissions from the necessary authorities on behalf of the landowner as required for sanction, modification and/or alteration of the Development Plan and also to submit and take delivery of title, 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 my Attorney shall think fit and proper.
- xv. To receive the excess amount of fees, if any, paid for the purpose of modification and/or alteration of the revised and/or completion building plan to be sanctioned from the authority or authorities.
- xvi. To develop the said property by making construction of such type of building or buildings thereon as the said Attorney may deem fit and proper.
- xvii. To apply for obtaining electricity gas, water sewerage, drainage, lift, telephone or other connections or obtaining electric meter or any other utility to the said property and /or to make alteration therein and to disconnect the same and for that purpose to sign, execute and submit all papers, applications, documents and plans related thereto on behalf of the **OWNER** and submit the same before the concerned authority/ authorities for such connection of electric, drainage and sewerage, water, telephone, gas, connection etc. and to execute and sign all paper plan for sanction drainage and sewerage connection of the said entire property and to do all such other acts, deeds and things as may be deemed fit and proper by the said Attorney on my behalf.
- xviii. To apply for and obtain building materials from the concerned authorities for consumption of the building on the said property as aforesaid.
- xix. To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said property, or any part thereof.
- xx. To appear and represent me 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 as the said Attorney may deem fit and proper.

- xxi. To negotiate with others for giving possession of the flats etc. in lieu of proper considerations sum against the **DEVELOPER'S ALLOCATION** as mentioned in the SCHEDULE - D of this registered Development Agreement below and the **DEVELOPER** shall do all the acts in the Premises and the **DEVELOPER** shall get the **DEVELOPER'S ALLOCATION** as within mentioned.
- xxii. To collect advance or part payment or full consideration money from the intending purchasers of the **DEVELOPER'S ALLOCATION** as mentioned in the SCHEDULE - D of the this registered Development Agreement, alongwith the proportionate share of land and grant receipt in favour of the interested persons/persons who are interested to take possession of the flat/ flats etc. in lieu of satisfactory consideration.
- xxiii. To advertise in different news papers and display, hoarding in different places, and also to engage agency or agencies for giving possession of the Developer's 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 as mentioned in this registered Development Agreement to any Third Party or parties at any consideration price to be fixed up only by the **DEVELOPER**.
- xxiv. To negotiate with intending persons who desire to take possession in lieu of proper consideration for the flats/Car Parking Space including proportionate land share of the said **DEVELOPER'S ALLOCATION** alongwith the proportionate share of land at my 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 this registered Development Agreement.
- xxv. 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.





- xxvi. To receive part or full consideration sum against the Developer's Allocation as mentioned in this registered Development Agreement from the intending purchasers and acknowledges the receipt of the same.
- xxvii. To appear and represent me before any Notary Public, office of the Additional District Sub-Registrar, Sealdah, District Sub-Registrar offices at Alipore, Addl. Registrar of Assurance/s at Kolkata, Metropolitan Magistrate and Other Office or Offices or Authority or Authorities having jurisdiction and to execute and register any kind of Deeds, Deed of Conveyances, Agreement for Sale, Deed of Declaration or Rectification, Deed of Amalgamation, Deed of Boundary Declaration and or any kind of instrument writing executed and signed by the said Attorney in any manner concerning the said property as per this registered Development Agreement in connection with the DEVELOPER'S ALLOCATION only and present the same before the Registrar for registration.
- xxviii. To take necessary steps for registration of the Developer's Allocation as mentioned in this said registered Development Agreement or any part alongwith the proportionate share of land by the Developer i.e. the Attorney herein.
- xxix. To convey, prosecute, enforce, defend answer and oppose all actions other legal proceedings regarding the said land and property or any part thereof.
- xxx. To file and defend suits, cases, appeals and applications of whatsoever nature for and on my behalf or to be institute preferred by or any person or persons in respect of the said property.
- xxxi. To compromise suits, appears or other legal proceedings in any Courts, Tribunals or other authority whatsoever and to sign and verify applications thereof in respect of the entire Premises.
- xxxii. To sign, declare and/or affirm any complaints, written statements petitions, affidavits, verifications, vokalatnamas, warrant of Attorney Memo of Appeal or any other documents or papers in any proceedings or in any way construction therewith.



xxxiii.

To deposit and withdraw free, 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.

The Attorney i.e. the **DEVELOPER** shall do all other acts on behalf of the **OWNER** in respect of the said property by virtue of this Power of Attorney.

7. **THE DEVELOPER HEREBY AGREES AND COVENANTS WITH THE OWNER** as follows :-

- (i) To get maximum sanction area from The Kolkata Municipal Corporation the **DEVELOPER** will take all the necessary steps and such sanction of modification or alteration is required shall be done at **DEVELOPER'S** cost.
- (ii) To complete the construction of the building within 24 (Twenty four) months from the date of sanction of the building plan and also from the date of taking over possession whichever is later and 6 (Six) months grace period. It is noted that due to unforeseen circumstances or act of God such as earthquake, flood, riot, any prevailing rule, cyclone or tempest if such construction work is hampered the such delay shall not be counted and the **DEVELOPER** shall have liberty to extend the time for a maximum period of another 6 (Six) months to cover '*Force Meajure*' period. If the Landowner's Allocation will not be delivered within the said stipulated period and thereafter said grace period,, the Developer shall be liable to pay Rs.10,000/- (Rupees Ten Thousand) only per month to the Landowner as penalty.
- (iii) Not to violate or contravene any of the provisions or rules applicable for construction of the said building.
- (iv) Not to do any act, deed or thing from the part of the **OWNER** whereby the **DEVELOPER** is prevented from enjoying, selling, assigning and/or disposing of any of the **DEVELOPER'S ALLOCATION** in the said building.
- (v) Completion time of the project shall be 24 (Twenty four) months from the date of sanction of the building plan and also from the date of taking over possession whichever is later and 6 (Six) months grace period.



- (vi) All expenses for the project including sanction building plan, soil test, supervision for construction of the proposed building and also Completion Certificate of the building shall be paid by the **DEVELOPER**. The **OWNER** shall have to clear up and pay all the outstanding taxes and liabilities of K.M.C. including the effect of G.R., if any in respect of the said property up to the date of execution and registration of this Development Agreement and collect necessary Tax Clearance Certificate and Assessment Roll from the authority concerned and also have to pay up to date land tax (khajna). The **OWNER** shall have to pay the K.M.C. taxes after getting possession of the Owner's allocation in the said building. The **DEVELOPER** shall pay the taxes for the period of construction of the building and thereafter the maintenance and also the proportionate taxes in respect of its allocation till the handing over its allocation to the intending Purchasers.
- (vii) The complete construction specification shall be part of the agreement under annexure X.
- (viii) After completion of the entire Building and subsequently after completion of registration of entire Developer's Allocation in favour of the intending Purchaser/s, the **DEVELOPER** shall deliver all the original Documents, K.M.C. Mutation Certificate and other Tax Receipts to the Flat Owners jointly and / or their Association, if it is formed.

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

- (i) The **OWNER** hereby undertakes that the **DEVELOPER** shall be entitled to the entire proposed construction excluding the Owner's Allocation and shall enjoy its Allocation without interference or disturbances from the Owner's 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.
- (ii) The **OWNER** is executing and registering a Development Power of Attorney by these presents in favour of the **DEVELOPER** to complete the project and also register all the Deeds including Agreement for Sale and Conveyance Deeds in respect of Developer's Allocation in favour of the intending purchasers and the **DEVELOPER** shall also execute and register the Deed of Conveyance in favour



of the intending Purchasers on the **DEVELOPER'S ALLOCATION** (strictly excluding the Owner's Allocation) and the **OWNER** shall join in the same when he shall be called for, if required.

- (iii) The **OWNER** shall hand over the Original Title Deed, K.M.C. Mutation Certificate, in the name of the present Owner, up to date paid up K.M.C. tax bills and any other original papers in respect of the property to the **DEVELOPER** at the time execution of the agreement and the **DEVELOPER** shall grant receipt for the same in favour of the **OWNER**. The said Deed/s shall be handed over to the Flat Owners jointly and / or their Association, if it is formed.
- (iv) After taking possession of the Owner's Allocation in the said building the Owner shall have to pay the necessary maintenance of the building and also the proportionate taxes. The **DEVELOPER** shall pay the taxes for the period of construction of the building in respect of building and thereafter the maintenance and also the proportionate taxes in respect of its allocation till the handing over its allocation to the intending Purchasers.
- (v) That if any accident occurs during the continuance of the constructional work of the project and any injury or death-casualty takes place relating to the masons and / or labourers etc., the **DEVELOPER / SECOND PARTY** and /or his engaged persons only will be liable for the said accident and the **OWNER / FIRST PARTY** will not be held responsible or liable in any manner whatsoever.
- (vi) That after completion of the entire building with habitable condition at first the **DEVELOPER** shall give an offer in writing with a 30 (Thirty) days notice period to the **OWNER** to take the physical possession of the **OWNER'S ALLOCATION** and after expiring of the such 30 (Thirty) days notice period from the date of receiving the said offer letter the **DEVELOPER** may hand over the physical possession of his **DEVELOPER'S ALLOCATION** in favour of the intending Purchasers without any objection.
- (vii) That during pendency of this Agreement if the **OWNER** leaves this material world, her 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 **OWNER'S ALLOCATION** shall then remain unchanged.



- (viii) The OWNER shall take proper initiative to enjoy all easement rights upon the adjacent passage on which the entire project depend upon.

8. JURISDICTION :

All courts, within the limits of Alipore, District South 24-Parganas, and the High Court at Calcutta.

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

ALL THAT piece and parcel of presently homestead land measuring net land area of 3 (Three) Cottahs more or less togetherwith a Tile shed residential structure standing therein measuring an area of 100 (One hundred) Sq.ft. more or less having cemented flooring whereon a new Ground plus three storied building with lift facility shall be erected as per sanction building plan to be sanctioned by The Kolkata Municipal Corporation Borough Office - XII and the said land and property is situated in Mouza - Nayabad, J.L. No. 25, comprising in R.S. Dag No. 132 (Part), under R.S. Khatian No.101, being Plot No. 21 (Phase-I), within the limits of The Kolkata Municipal Corporation Ward No. 109, known as K.M.C. Premises No. 2007, Nayabad, being Assessee No. 31-109-08-2007-6, under P.S. Purba Jadavpur, Kolkata - 700 099, District : South 24-Parganas. The entire property is butted and bounded by :

<u>ON THE NORTH</u>	:	Land of Scheme Plot No. 20 ;
<u>ON THE SOUTH</u>	:	Land of Scheme Plot No. 22;
<u>ON THE EAST</u>	:	40 ft. wide K.M.C. Road ;
<u>ON THE WEST</u>	:	Land of Scheme Plot Nos. 7 & 8.

**SCHEDULE - 'B' ABOVE REFERRED TO**  
**(OWNER'S ALLOCATION)**  
**TO BE OBTAINED FROM THE DEVELOPER**

The OWNER shall get entire complete First Floor flat area and one residential flat to be situated on the Third Floor, North-East side of the proposed building which shall be of 50% of sanction floor area, together with two Car Parking Spaces to be



situated on the Ground Floor, Front side of the proposed building (middle of the building) total measuring an area of 220 (Two Hundred and Twenty) Sq.ft. more or less. Besides the **OWNER** shall also get a total non-refundable sum of Rs.4,00,000/- (Rupees Four Lakhs) only from the **DEVELOPER** out of which (i) Rs.1,00,000/- (Rupees One Lakh) only is paid at the time of execution and registration of this Development Agreement and the **OWNER** has acknowledged the receipt of the same within these presents as mentioned in the Memo below and the balance sum of (ii) Rs.3,00,000/- (Rupees Three Lakhs) only is to be paid after completion of super structure of the proposed building. The **OWNER** shall also enjoy the undivided proportionate share of land and also the other common rights and facilities of the proposed building as mentioned in the **SCHEDULE "A"** above and **SCHEDULE "C"** herein below. This is the called the **OWNER'S ALLOCATION**.

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

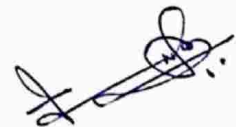
1. All stair-cases and stair landings on all the floors of the said building.
2. Stair-case of the building leading towards the vacant roof.
3. Common passages including main entrances on the ground floor leading to the top floor vacant roof of the building.
4. All common services and upon common spaces and undivided proportionate share of land and rights, liberties, easement and privileges and appendages and appurtenances to be enjoyed by the Co-owners.
5. Roof, Mounted Room, if any, Parapet wall of the building are for the purpose of common services and right.
6. Water pump, overhead water tank and all water supply line and plumbing lines.
7. Common Electric meter space, electric meter board, Electricity service and electricity main line wirings and lighting.
8. Drainages and sewerages including man-hole, junction pits etc. and drive way.
9. Boundary walls, main gate and/or side gates if any.



10. Vacant space and common Toilet, if any on the Ground Floor.
11. Lift and lift machine room of the building
12. Right of egress and ingress of car from the Car Parking Space to the outside road through common vacant space situated in front of the Car Parking Space.
13. Such other common parts, areas, equipments and installations, fixtures, fittings and spaces in or about the said building as are necessary for passage to other user and occupier of the Unit in common and as are specified by the Developer expressly to be the common parts after construction of the building.

**SCHEDULE - 'D' ABOVE REFERRED TO**  
**(DEVELOPER'S ALLOCATION)**

The **DEVELOPER** herein shall get the rest construction of the proposed Ground plus three storied building with lift facility i.e. entire complete Second Floor flat area and one residential flat to be situated on the Third Floor, South-East side of the proposed building which shall be of 50% of sanction floor area, along with remaining area on the Ground floor of the proposed building, (except Owner's two Car Parking Spaces as mentioned above) of the proposed building excluding the **OWNER'S ALLOCATION**. The Party of the **SECOND PART/ DEVELOPER** shall erect the entire proposed Ground plus three storied building with lift facility at its cost and its supervision and labour to be erected as per annexed Specification and also as per the sanction 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 and Car Parking Space etc. The **DEVELOPER** shall enjoy the common rights and undivided proportionate share of land as mentioned in the **SCHEDULE - "A"** and **"C"** above. The **DEVELOPER** shall enjoy the common rights alongwith undivided proportionate land share out of total land as mentioned in the **SCHEDULE - "A"** herein and all the common facilities as mentioned in the **SCHEDULE - 'C'**.



IN-WITNESS WHEREOF the parties herein put their respective hand and seals on this day, month and year first above written.

WITNESS:

1. Partha Sarathi Thakurta  
House no. 119 (Gr. Flr)  
Block - FD  
Salt Lake, Kol-106

  
SIGNATURE OF THE OWNER

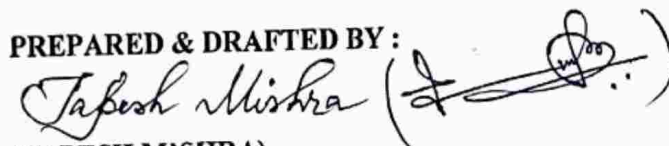
2. Jayashree Thakurta.  
House No. 119 (Gr. Flr).  
Block - FD.  
Salt Lake,  
Kolkata - 700106.

**BINAYAK GROUPS**

Sudip kumar mandal  
Proprietor

\_\_\_\_\_  
SIGNATURE OF THE DEVELOPER

PREPARED & DRAFTED BY :



(TAPESH MISHRA)  
ADVOCATE [ Enrol. No. F/1224/07 ]  
HIGH COURT, CALCUTTA  
Resi-cum-Chamber : 69/1, Baghajatin  
Place, Kolkata-700086

Mob. 9836115120  
Email: tapesh.mishra85@gmail.com



**ANNEXURE : X****SCHEDULE OF WORK**  
**(SPECIFICATION OF THE BUILDING CONSTRUCTION)****All Civil work as per I.S.I. standard.**

1. Entire Floor Marble/Floor Tiles in inside of flat.
2. Sal wood frame in door.
3. Factory made phenol bonded ply flush door shutter in door.
4. M.S. Grill (Square Bar) and Aluminium sliding windows.
5. Plaster of Paris in wall.
6. Weather coat paints (Asian paint/Berger) in outside wall.
7. Synthetic enamel paint in doors & windows grill (Asian paint/Berger).
8. Colour glazed tiles (8"x12") in W.C. and toilets upto 6 ft. height and 3 ft. height in kitchen.
9. Polished Green Marble on kitchen platform.
10. Polished Green Marble sink in kitchen.
11. Concealed electrical & water supply line.
12. Veranda railing up to window seal height.
13. White vitreous commode, pan, and basin of Hindware/Parryware.
14. Main door one side Teak finishes with necessary fittings.
15. Roof tiles on roof for leak and heat proof with a coat of SIKALATEX.
16. ESSCO Mark plumbing fittings.
17. Two Nos. of Sheetgate in boundary wall for easy access.
18. Lift shall be installed in the Building.

**ELECTRICAL SPECIFICATION OF FLAT**

- |                                    |  |
|------------------------------------|--|
| 1. Bed Room                        | - 2 Light points, 1 Fan point, 1 Plug point, 1 A/C. point in master bed room.  |
| 2. Drawing/Dining                  | - 2 Light points, 1/2 Fan point, 1 Plug point, 1 Telephone point, 1 Cable point, 1 Plug point (15 amp.), 1 Calling Bell point. |
| 3. Kitchen                         | - 1 Light point, 1 Plug point (15 amp.), 1 Exhaust Fan point.  |
| 4. Toilet                          | - 1 Light point, 1 Greaser point, 1 Exhaust Fan point.   |
| 5. W.C.                            | - 1 Light point, 1 Exhaust Fan point.  |
| 6. Verandah                        | - 1 Light Point.   |
| 7. Flat wise separate Main Switch. |  |

It is noted that if any extra work is done out of the said specification by the **OWNER**, for such extra work, the **OWNER** shall pay the necessary cost to the **DEVELOPER**.

**BINAYAK GROUPS**

Sudip Kumar Mandal

**Proprietor**

  
Sharna Lakusta

**MEMO OF CONSIDERATION**

RECEIVED the sum of Rs.1,00,000/- (Rupees One Lac) only from the DEVELOPER herein as non-refundable advance sum as mentioned in the Owner's Allocation of this Agreement in the manner followings :-

Sl. No.	Date	Cheque No.	Name of the Bank and Branch	Amount Rs.
1.	18.12.2020	898919	Canara Bank, Kolkata Purbalok Branch, Kolkata - 700099.	Rs.1,00,000.00

Rs.1,00,000.00

(Total Rupees One Lac only)

**WITNESS :**

1. Partha Sanatni Thakurta  
House no. 119 (Gr. Fl)  
Block - FD  
Sector - III, Salt Lake  
KOL - 106

*Partha Thakurta*  
SIGNATURE OF THE OWNER

2. Jayashree Thakurta  
House No. 119 (Gr. Fl).  
Block - FD.  
Sector - III, Salt Lake,  
Kolkata - 700106.











*Jayashree Thakurta*  
Advocate



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







Name .....

Signature .....

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

Name.....

Signature *Jharna Thakurta*

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

Name SUDIP KUMAR MANDAL

Signature *Sudip Kumar Mandal*

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

Name .....



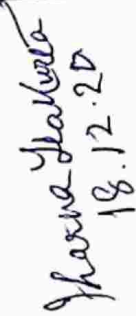


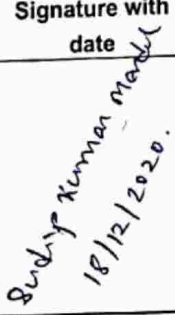


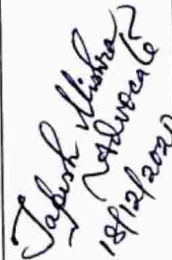
Signature .....



Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue  
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS, District Name :South 24-Parganas  
Signature / LTI Sheet of Query No/Year 16042001717092/2020

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Smt Jharna Thakurta 160, Manicktala Main Road, Bengal Chemical, B-4/2,, P.O:- Kankurgachi, P.S:- Manicktalla, District:- North 24-Parganas, West Bengal, India, PIN - 700054	Land Lord			
2	Mr Sudip Kumar Mandal B/35, Ganganagar, P.O:- Mukundapur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700099	Representative of Developer [Binayak Groups ]			
SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Tapesh Mishra Son of Mr D K Misra High Court Calcutta, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001	Smt Jharna Thakurta, Mr Sudip Kumar Mandal			

(Pradipta Kishore Guha)

DISTRICT SUB-  
REGISTRAR





Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

5525/20

GRN: 192020210172614101  
GRN Date: 18/12/2020 10:58:54  
BRN: 1321204061

Payment Mode: Online Payment  
Bank: HDFC Bank  
BRN Date: 18/12/2020 11:00:06

DEPOSITOR'S DETAILS

Id No.: 2001717092/1/2020  
[Query No./Query Year]

Name: TAPESH MISHRA  
Contact No.: Mobile No.: +91 9836115120  
E-mail:  
Address: H C CALCUTTA  
Applicant Name: Mr Somesh Mishra  
Office Name:  
Office Address:  
Status of Depositor: Advocate  
Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	2001717092/1/2020	Property Registration- Stamp duty	0030-02-103-003-02	9521
2	2001717092/1/2020	Property Registration- Registration Fees	0030-03-104-001-16	1021
Total				10542

In Words: Rupees Ten Thousand Five Hundred Forty Two only



सत्यमेव जयते

Government of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Assessment Slip

Query No / Year	2001717092/2020	Office where deed will be registered
Query Date	18/12/2020 10:46:55 AM	Deed can be registered in any of the offices mentioned on Note: 11
Applicant Name, Address & Other Details	Somesh Mishra High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8017593682, Status : Advocate	
Transaction	Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4305] Declaration [No of Declaration : 2], [4311] Receipt [Rs : 1,00,000/-]	
Set Forth value	Market Value	
Rs. 2/-	Rs. 66,29,998/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 10,021/- (Article:48(g))	Rs. 1,021/- (Article:E, E, B)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
		Rs. 500/-
Remarks		

**Land Details :**

District: South 24-Parganas, Thana: Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, Premises No: 2007, Ward No: 109, Pin Code : 700099

Sch No	Plot Number	Khatian Number	Land Use/ROR Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha	1/-	65,99,998/-	Width of Approach Road: 40 Ft.,
Grand Total :				4.95Dec	1/-	65,99,998 /-	

**Structure Details :**

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	1/-	30,000 /-	



Query No: 2001717092 of 2020, Printed On : Dec 18 2020 10:47AM, Generated from wregistration.gov.in

AS- 1 of 3



**and Lord Details :**

SI No	Name & address	Status	Execution Admission Details :
1	Smt Jhama Thakurta Wife of Mr Bhola Pada Thakurta, 160, Manicktala Main Road, Bengal Chemical, B-4/2., P.O:- Kankurgachi, P.S:- Manicktalla, District:-North 24-Parganas, West Bengal, India, PIN - 700054 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. ABxxxxxx6M, Aadhaar No.: 68xxxxxxxx5649, Status : Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self

**Developer Details :**

SI No	Name & address	Status	Execution Admission Details :
1	Binayak Groups ( Sole Proprietoship ) ,B/35, Ganganagar, P.O:- Mukundapur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700099 PAN No. ANxxxxxx7P, ,Aadhaar No Not Provided by UIDAI Status : Organization, Executed by: Representative	Organization	Executed by: Representative

**Representative Details :**

SI No	Name & Address	Representative of
1	Mr Sudip Kumar Mandal Son of Mr Samir Kumar Mandal B/35, Ganganagar, 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. AKxxxxxx7P, Aadhaar No.: 22xxxxxxxx8869	Binayak Groups (as Sole Proprietor)

**Identifier Details :**

Name & address
Mr Tapesh Mishra Son of Mr D K Misra High Court Calcutta, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, Identifier Of Smt Jhama Thakurta, Mr Sudip Kumar Mandal

**Transfer of property for L1**

SI.No	From	To. with area (Name-Area)
1	Smt Jhama Thakurta	Binayak Groups-4.95 Dec

**Transfer of property for S1**

SI.No	From	To. with area (Name-Area)
1	Smt Jhama Thakurta	Binayak Groups-100 Sq Ft

**Note:**

1. If the given information are found incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days (i.e. upto 17-01-2021) for e-Payment . Assessed market value & Query is valid for 30 days.(i.e. upto 17-01-2021)
3. Standard User charge of Rs. 240/- (Rupees Two hundred forty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable.





## Major Information of the Deed

Deed No :	I-1604-05525/2020	Date of Registration	22/12/2020
Query No / Year	1604-2001717092/2020	Office where deed is registered	
Query Date	18/12/2020 10:46:55 AM	1604-2001717092/2020	
Applicant Name, Address & Other Details	Somesh Mishra High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8017593682, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 66,29,998/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 1,053/- (Article:E, E, B)		
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: 2007, , Ward No: 109 Pin 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	3 Katha	1/-	65,99,998/-	Width of Approach Road: 40 Ft.,
<b>Grand Total :</b>				<b>4.95Dec</b>	<b>1 /-</b>	<b>65,99,998 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
<b>Total :</b>		<b>100 sq ft</b>	<b>1 /-</b>	<b>30,000 /-</b>	

**and Lord Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<p><b>Smt Jharna Thakurta</b>                      Wife of Mr Bhola Pada Thakurta 160, Manicktala Main Road, Bengal Chemical, B-4/2,, P.O:- Kankurgachi, P.S:- Manicktalla, District:-North 24-Parganas, West Bengal, India, PIN - 700054 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ABxxxxxx6M, Aadhaar No: 68xxxxxxxx5649, Status :Individual, Executed by: Self, Date of Execution: 18/12/2020                      , Admitted by: Self, Date of Admission: 18/12/2020 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 18/12/2020                      , Admitted by: Self, Date of Admission: 18/12/2020 ,Place : Pvt. Residence</p>

**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<p><b>Binayak Groups</b>                      B/35, Ganganagar, P.O:- Mukundapur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700099 , PAN No.:: ANxxxxxx7P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<p><b>Mr Sudip Kumar Mandal (Presentant )</b>                      Son of Mr Samir Kumar Mandal B/35, Ganganagar, 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.:: AKxxxxxx7P, Aadhaar No: 22xxxxxxxx8869 Status : Representative, Representative of : Binayak Groups (as Sole Proprietor)</p>

**Identifier Details :**

Name	Photo	Finger Print	Signature
<p><b>Mr Tapesh Mishra</b>                      Son of Mr D K Misra                      High Court Calcutta, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001</p>			
Identifier Of Smt Jharna Thakurta, Mr Sudip Kumar Mandal			

**Transfer of property for L1**

SI.No	From	To. with area (Name-Area)
1	Smt Jharna Thakurta	Binayak Groups-4.95 Dec

**Transfer of property for S1**

SI.No	From	To. with area (Name-Area)
1	Smt Jharna Thakurta	Binayak Groups-100.00000000 Sq Ft



On 18-12-2020

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

Presented for registration at 16:11 hrs on 18-12-2020, at the Private residence by Mr Sudip Kumar Mandal ..

**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 66,29,998/-

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

Execution is admitted on 18/12/2020 by Smt Jharna Thakurta, Wife of Mr Bhola Pada Thakurta, 160, Manicktala Main Road, Bengal Chemical, B-4/2,, P.O: Kankurgachi, Thana: Manicktalla, , North 24-Parganas, WEST BENGAL, India, PIN - 700054, by caste Hindu, by Profession House wife

Indetified by Mr Tapesh Mishra, , , Son of Mr D K 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 18-12-2020 by Mr Sudip Kumar Mandal, Sole Proprietor, Binayak Groups (Sole Proprietorship), B/35, Ganganagar, P.O:- Mukundapur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700099

Indetified by Mr Tapesh Mishra, , , Son of Mr D K 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



**Pradipta Kishore Guha**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - IV SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**

On 22-12-2020

**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 1,053/- ( B = Rs 1,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 32/-, by online = Rs 1,021/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 18/12/2020 11:00AM with Govt. Ref. No: 192020210172614101 on 18-12-2020, Amount Rs: 1,021/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 1321204061 on 18-12-2020, Head of Account 0030-03-104-001-16



**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 500/-,  
by online = Rs 9,521/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 5525, Amount: Rs.500/-, Date of Purchase: 27/11/2020, Vendor name: T K  
Purkayastha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 18/12/2020 11:00AM with Govt. Ref. No: 192020210172614101 on 18-12-2020, Amount Rs: 9,521/-, Bank:  
HDFC Bank (HDFC0000014), Ref. No. 1321204061 on 18-12-2020, Head of Account 0030-02-103-003-02

*Pradipta Kishore Guha*

**Pradipta Kishore Guha**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - IV SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**

**Certificate of Registration under section 60 and Rule 69.**

**Registered in Book - I**

**Volume number 1604-2021, Page from 6322 to 6367**

**being No 160405525 for the year 2020.**



Digitally signed by Sudikshit Roy Barma  
Date: 2021.01.20 17:05:46 +05:30  
Reason: Digital Signing of Deed.

**(Sudikshit Roy Barma) 2021/01/20 05:05:46 PM**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS**  
**West Bengal.**



**(This document is digitally signed.)**