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Certified that this document has been registered in accordance with the provisions of the Registration Act, 1908. The signature and the endorsement sheet attached with this document are the part of this document.

District Sub-Register-III  
Alipora, South 24-parganas.

5 MAR 2021

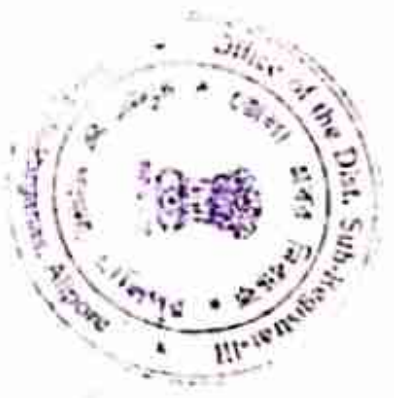
**DEVELOPMENT AGREEMENT ALONG WITH  
DEVELOPER POWER OF ATTORNEY**

THIS DEVELOPMENT AGREEMENT ALONG WITH DEVELOPER POWER OF ATTORNEY is made this the 5<sup>th</sup> day of March, Two Thousand and Twenty-one (2021)

BETWEEN

*[Signature]*  
Advocate

1994  
Tapesi Misra  
Advocate  
High Court, Calcutta  
04/03/2021  
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DISTRICT SUB REGISTRAR - III  
SOUTH 24 PGS., ALIPORE  
5 MAR 2021

Authenticated by:  
Tapesi Misra  
Advocate  
High Court, Calcutta



**SRI SUSANTA MONDAL, (PAN – ALFPM5268C), (Aadhaar No. 6389 4178 9062),** son of Late Balaram Mondal, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 1135, Nayabad, P.O. Purba Jadavpur, P.S. Panchasayar, Kolkata – 700 099, District – South 24-Parganas, hereinafter called and referred to as the **“OWNER/VENDOR/FIRST PARTY”** (which expression shall unless excluded by and repugnant to the context be deemed to mean and include his legal heir/ heirs, executor/ executors, administrator/ administrators, successor/ successors, representative/ representatives and assign/ assigns) of the **ONE 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),** 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 **OTHER PART.**

**WHEREAS** one Charan Dhara, since deceased, was the absolute Owner of **ALL THAT** piece and parcel of a big plot of land measuring more or less .88 Sataks lying and situated at Mouza - Nayabad, J.L. No. 25, R.S. No. 3, Touzi No. 56, Pargana – Khaspur, comprising in R.S. Dag No. 142, under R.S. Khatian No. 92, Sheet No. 2, Plot No. P-13, within formerly Police Station – Jadavpur, thereafter P.S. Kasba, thereafter P.S. Purba Jadavpur, at present P.S. Panchasayar, District – South 24-Parganas.

**AND WHEREAS** said Charan Dhara recorded the said land in the records of the Revisional Settlement.

**AND WHEREAS** while said Charan Dhara seized and possessed the said land died intestate leaving behind him his wife namely Smt. Barada Bala Dhara, three sons

namely Sri Anil Dhara, Sri Sudhir Dhara and Sri Taki Dhara and three daughters namely Smt. Kadu Bala Dasi, Smt. Chanchala Dasi and Smt. Mangala Dasi as his only legal heirs and successors.

**AND WHEREAS** after the death of said Charan Dhara, said Barada Bala Dhara, Anil Dhara, Sudhir Dhara, Taki Dhara, Kadu Bala Dasi, Chanchala Dasi and Mangala Dasi, being the legal heirs of said Charan Dhara, become the absolute joint Owners of All That total land measuring an area of .88 Sataks which had left by said Charan Dhara as per the Hindu Succession Act, 1956 and each legal heir seized and possessed the said land as undivided equal share by way of inheritance.

**AND WHEREAS** said Barada Bala Dhara, Anil Dhara, Sudhir Dhara, Taki Dhara, Kadu Bala Dasi, Chanchala Dasi and Mangala Dasi while enjoying the entire property peacefully due to urgent need of money sold, transferred and conveyed All That piece and parcel of a plot of presently 'Bastu' land measuring an area of 2 (Two) Cottahs 2 (Two) Chittacks 35 (Thirty Five) Sq.ft. more or less lying and situated in Mouza - Nayabad, J.L. No. 25, R.S. No. 3, Touzi No. 56, Pargana - Khaspur, comprising in R.S. Dag No. 142, under R.S. Khatian No. 92, within presently Police Station - Panchasayar, formerly P.S. Purba Jadavpur, District - South 24-Parganas togetherwith all easement rights thereto in favour of one Sri Balaram Mondal, son of Late Mon Mohan Mondal, deceased father of present **OWNER** herein by virtue of a Sale Deed written in Bengali dated 22.06.1984, registered in the office of District Sub-Registrar, Alipore, 24-Parganas and entered into Book No. 1, Volume No. 56, Pages from 245 to 251, being Deed No. 8211 for the Year 1984 for a valuable consideration as mentioned therein.

**AND WHEREAS** after purchase said Balaram Mondal since deceased seized and possessed the said land as the absolute Owner and recorded the same in the records of The Kolkata Municipal Corporation, under Ward No. 109, known and numbered as K.M.C. Premises No. 1135, Nayabad, Assessee No. 31-109-08-1135-0, Kolkata - 700 099, District - South 24-Parganas and constructed a asbestos shed structure thereon measuring more or less 802 Sq.ft. consisting of 2 (Two) Bed Rooms, 1 (One) Dining Room, 1 (One) Drawing Room, 1 (One) Kitchen, 2 (Two) Toilets and 1 (One) Verandah for his dwelling purpose which is now been demolished and had been enjoying the same by paying taxes thereof without any interruption and hindrances from anybody else.



**AND WHEREAS** while said Balaram Mondal seized and possessed the said property peacefully died intestate on 03.02.2011 leaving behind him his wife namely Smt. Renubala Mondal, three sons namely Sri Susanta Mondal, the present **OWNER** herein, Sri Prasanta Mondal and Sri Ratan Mondal and one married daughter namely Smt. Indrani Das as his only legal heirs and successors each having undivided  $\frac{1}{5}$ <sup>th</sup> share in the aforesaid property.

**AND WHEREAS** after the death of said Balaram Mondal, said legal heirs namely Smt. Renubala Mondal, Sri Susanta Mondal, Sri Prasanta Mondal, Sri Ratan Mondal and Smt. Indrani Das, being the legal heirs of said Balaram Mondal, collectively inherited the said property measuring net land area of 1 (One) Cottah 14 (Fourteen) Chittacks 11 (Eleven) Sq.ft. more or less as per physical measurement as the land area measuring 4 (Four) Chittacks 24 (Twenty Four) Sq.ft. had been decreased due to widening the adjacent road, known as K.M.C. Premises No. 1135, Nayabad, left by said deceased Balaram Mondal as per Hindu Succession Act, 1956 and thereafter due to natural love and affection said Smt. Renubala Mondal, Sri Prasanta Mondal, Sri Ratan Mondal and Smt. Indrani Das gifted, conveyed and transferred their undivided  $\frac{4}{5}$ <sup>th</sup> share and interest in the land with structure in favour of **SRI SUSANTA MONDAL**, the present **OWNER** herein, by virtue of a registered Deed of Gift dated 19.02.2014, registered in the office of District Sub-Registrar - III, Alipore, 24-Parganas and entered into Book No. 1, CD Volume No. 3, Pages from 8129 to 8148, being Deed No. 01325 for the year 2014.

**AND WHEREAS** subsequently the present **OWNER/VENDOR** herein mutated his name as the absolute owner thereof in the records of The Kolkata Municipal Corporation, under Ward No. 109, in respect of the aforesaid K.M.C. Premises No. 1135, Nayabad, being Assessee No. 31-109-08-1135-0, Kolkata - 700 099, District - South 24-Parganas obtained by way of inheritance and by way of gift as mentioned above and since then the present **OWNER** herein has been enjoying the said property without any interruption and hindrances by anybody else and also paying the regular taxes thereof to the K.M.C. authority in respect of the said property.

**AND WHEREAS** one Golak Mondal had been the absolute Owner, title holder and possessor in respect of the entire landed property i.e. land measuring 90 Decimals within District - 24-Parganas at present District - South 24-Parganas, Pargana - Khaspur,

within the then Police Station – Sadar Tollygunge, thereafter P.S. Jadavpur, thereafter P.S. Kasba, thereafter P.S. Purba Jadavpur, at present P.S. Panchasayar, Sub-Registration Office at Sealdah, District Registration Office at Alipore, lying and situated at Mouza - Nayabad, J.L. No. 25, R.S. No. 3, District Collectorate Touzi No. 56, Pargana – Khaspur, comprising in R.S. Dag No. 144, under R.S. Khatian No. 94, rent payable to the Collector of the State of West Bengal @ of Rs.Three, Anna 13 and Pai 2 par annum.

**AND WHEREAS** in the R.S. Record of right the name of the said Golak Mondal in respect of the above referred 90 Decimals landed property was duly recorded and published and the said Golak Mondal during his life time had been in peaceful possession and enjoyment of the said property without any interference of others.

**AND WHEREAS** while enjoying the aforesaid property peacefully said Golak Mondal died intestate leaving behind his only wife Smt. Vonda Mondal, two sons and two daughters namely Sri Kandan Mondal, Sri Lakshman Mondal, Smt. Satya Bala Bag and Smt. Matan Bala Bag respectively as his only heirs and successors according to Hindu Succession Act, 1956. As the deceased Golak Mondal during his life time had been all along by religion Hindu and breathed his last as Hindu.

**AND WHEREAS** after the said demise of Golak Mondal his legal heirs and Successors viz. his wife Smt. Vonda Mondal, two sons and two daughters namely Sri Kandan Mondal, Sri Lakshman Mondal, Smt. Satya Bala Bag and Smt. Matan Bala Bag collectively became the absolute Owners, title holders and possessors in respect of land measuring 57 Decimals out of the said 90 Decimals land within District – 24-Parganas at present District – South 24-Parganas, Pargana – Khaspur, within the then Police Station – Sadar Tollygunge, thereafter P.S. Jadavpur, thereafter P.S. Kasba, thereafter P.S. Purba Jadavpur, at present P.S. Panchasayar, Sub-Registration Office at Sealdah, District Registration Office at Alipore, lying and situated at Mouza - Nayabad, J.L. No. 25, R.S. No. 3, District Collectorate Touzi No. 56, Pargana – Khaspur, comprising in R.S. Dag No. 144, under R.S. Khatian No. 94, as the land measuring an area of 33 Decimals had already been sold.

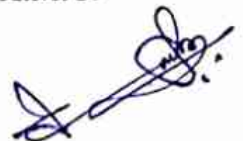
**AND WHEREAS** the said heirs and successors of the deceased Golak Mondal namely Smt. Vonda Mondal, Sri Kandan Mondal, Sri Lakshman Mondal, Smt. Satya Bala

Bag and Smt. Matan Bala Bag by executing one Bengali Bikray Kobala dated 28<sup>th</sup> day of Pous 1388 B.S. corresponding to 13<sup>th</sup> day of January 1982, duly transferred and conveyed a specific demarcated plot of land measuring an area of 5 (Five) Cottahs within District – 24-Parganas at present District – South 24-Parganas, Pargana – Khaspur, within the then Police Station – Kasba, thereafter P.S. Purba Jadavpur, at present P.S. Panchasayar, Sub-Registration Office at Sealdah, District Registration Office at Alipore, lying and situated at Mouza - Nayabad, J.L. No. 25, R.S. No. 3, District Collectorate Touzi No. 56, Pargana – Khaspur, comprising in R.S. Dag No. 144, under R.S. Khatian No. 94 in favour of one Smt. Santi Sinha, wife of Sri Santi Ranjan Sinha of Production Center, Post Office – Ashoke Nagar, Police Station – Habra, District – North 24-Parganas and also delivered peaceful vacant possession thereto and the said Bengali Bikray Kobala dated 28<sup>th</sup> day of Pous 1388 B.S. corresponding to 13<sup>th</sup> day of January, 1982, duly executed and registered in the Office of the District Sub-Registrar, Alipore and recorded in Book No. I, Volume No. 15, at Pages 220 to 229, Deed No. 268 for the year 1982.

**AND WHEREAS** said Smt. Santi Sinha after being the absolute Owner, title holder and possessor by virtue of above referred Bengali Bikray Kobala had been in possession and in occupation by paying the rent proportionately @ 34 Paise per annum and had been in peaceful possession and enjoyment without interference of others.

**AND WHEREAS** for her better use and enjoyment of the said specific demarcated 5 (Five) Cottahs of land granted leave and licence to others a specific land measuring 6 (Six) Chittacks 13 (Thirteen) Sq.ft. from the said land and had been in possession and enjoyment exclusively in respect of land measuring 4 (Four) Katha 9 (Nine) Chittacks 32 (Thirty-two) Sq.ft. more or less lying and situated in Mouza - Nayabad, J.L. No. 25, comprising in R.S. Dag No. 144, under R.S. Khatian No. 94, within presently Police Station - Panchasayar, formerly P.S. Purba Jadavpur, District – South 24-Parganas.

**AND WHEREAS** thereafter said Smt. Santi Sinha duly mutated her name as the absolute Owner and recorded the same measuring land area of 4 (Four) Katha 9 (Nine) Chittacks 32 (Thirty-two) Sq.ft. more or less in the records of The Kolkata Municipal Corporation, under Ward No. 109, known, identified and distinguished as K.M.C. Premises No. 1776, Nayabad, Assessee No. 31-109-08-1776-4, Kolkata – 700 099, District – South 24-Parganas and had been paying rates and taxes to the K.M.C.



**AND WHEREAS** by virtue of a registered Deed of Conveyance dated 03.08.2009, registered in the office of District Sub-Registrar – III, Alipore, South 24 Parganas and entered into Book No. 1, CD Volume No. 19, Pages from 3435 to 3448, being Deed No. 04826 for the year 2009, the present **OWNER** herein namely **SRI SUSANTA MONDAL** purchased the said plot of land measuring an area of 4 (Four) Katha 9 (Nine) Chittacks 32 (Thirty-two) Sq.ft. more or less lying and situated in Mouza - Nayabad, J.L. No. 25, R.S. No. 3, Touzi No. 56, Pargana – Khaspur, comprising in R.S. Dag No. 144, under R.S. Khatian No. 94, within K.M.C. Ward No. 109, known as K.M.C. Premises No. 1776, Nayabad, being Assessee No. 31-109-08-1776-4, within presently Police Station - Panchasayar, formerly P.S. Purba Jadavpur, Kolkata – 700 099, District – South 24-Parganas, togetherwith all easement rights thereto from the said previous Owner namely Smt. Santi Sinha, as morefully mentioned in the said registered Deed of Conveyance.

**AND WHEREAS** subsequently the present **OWNER/VENDOR** herein mutated his name as the absolute owner thereof in the records of The Kolkata Municipal Corporation, under Ward No. 109, in respect of his aforesaid purchased property being K.M.C. Premises No. 1776, Nayabad, having Assessee No. 31-109-08-1776-4, Kolkata – 700 099, District – South 24-Parganas and since then the present **OWNER** herein has been enjoying the said property without any interruption and hindrances by anybody else and also paying the regular taxes thereof to the K.M.C. authority in respect of the said property.

**AND WHEREAS** as the said two plots of land known as K.M.C. Premises No. 1135, Nayabad and K.M.C. Premises No.1776, Nayabad are situated side by side and adjacent to each other the present **OWNER** herein becomes the absolute owner of the total amalgamated presently 'Bastu' plot of land measuring an area of 6 (Six) Cottahs 7 (Seven) Chittacks 43 (Forty Three) Sq.ft. more or less known as K.M.C. Premises No. 1135, Nayabad, being Assessee No. 31-109-08-1135-0, measuring land area of 1 (One) Cottah 14 (Fourteen) Chittacks 11 (Eleven) Sq.ft. more or less, comprising in R.S. Dag No. 142, under R.S. Khatian No. 92 and known as K.M.C. Premises No. 1776, Nayabad, being Assessee No. 31-109-08-1776-4, measuring land area of 4 (Four) Cottahs 9 (Nine) Chittacks 32 (Thirty-two) Sq.ft. more or less, comprising in R.S. Dag No. 144, under R.S. Khatian No. 94 i.e. total land measuring an area of 6 (Six) Cottahs 7 (Seven) Chittacks 43 (Forty-three) Sq.ft. more or less, lying and situated in Mouza – Nayabad, J.L. No. 25, R.S. No. 3, Touzi No. 56, within presently Police Station - Panchasayar, formerly P.S. Purba





Jadavpur, under the jurisdiction of The Kolkata Municipal Corporation Ward No. 109 District - South 24-Parganas.

**AND WHEREAS** the present **OWNER** herein mutated and recorded his name in respect of his total said amalgamated plot of land in the record of Ld. B.L. & L.R.O., Kasba vide Mutation Case No.899/15 and Memo No. 18/Mut/8622/B.L. & L.R.O./A.T.M/Kasba dated 08.09.2015, under Addl. Block Land and Land Reforms Officer, Kasba and also mutated and recorded his name in the records of The Kolkata Municipal Corporation, under Ward No. 109, in respect of his aforesaid amalgamated plot of land being amalgamated K.M.C. Premises No. 1135, Nayabad, having Assessee No. 31-109-08-1135-0, within presently Police Station - Panchasayar, formerly P.S. Purba Jadavpur, Kolkata – 700 099, District – South 24-Parganas, arising out of two K.M.C. Premises Nos. 1135, Nayabad and 1776, Nayabad, measuring total land area of 6 (Six) Cottahs 7 (Seven) Chittacks 43 (Forty Three) Sq.ft. more or less more fully described in the **SCHEDULE “A”** below and also paying the regular taxes thereof to the K.M.C. authority in respect of the said amalgamated property and since then the present **OWNER** herein has been enjoying the said property without any interruption and hindrances by anybody else.

**AND WHEREAS** the present **OWNER/VENDOR** now decided to develop his said amalgamated presently ‘Bastu’ land measuring an area of 6 (Six) Cottahs 7 (Seven) Chittacks 43 (Forty Three) Sq.ft. more or less as mentioned in the **SCHEDULE -‘A’** below by constructing a Ground plus Four storied building with lift facility, comprising of a number of residential flats on the different floors, Car Parking Space/s in the ground floor and one commercial space on 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 Four 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 Four storied residential 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 party of the **SECOND PART** herein has agreed to make the construction of the proposed new Ground plus four 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 from the **DEVELOPER** Entire complete First Floor flat area and Entire complete Second Floor flat area of the proposed building together with 50% of sanction Ground Floor area which includes a Commercial Space to be situated on the Ground Floor, Southern side (40 ft. road side) of the proposed building measuring an area of 250 (Two hundred and Fifty) Sq.ft. more or less and remaining are the Car Parking area. It is mutually agreed by and between the parties herein that the **OWNER** shall get the entire Car Parking Space to be situated adjacent to the Commercial Space i.e. from Ground Floor, Southern side (40 ft. road side) of the proposed building and remaining 50% sanction Ground Floor area, if any the **DEVELOPER** shall give the Owner from the Back Side i.e. Ground Floor, Northern side of the proposed building as per Developer's choice. Besides the **OWNER** shall also get refundable deposit sum of Rs.15,00,000/- (Rupees Fifteen Lakhs) only from the **DEVELOPER** out of which (i) Rs.3,00,000/- (Rupees Three Lakhs) 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, (ii) Rs.5,00,000/- (Rupees Five Lakhs) only is to be paid on and within 7<sup>th</sup> May, 2021 and the balance sum of (iii) Rs.7,00,000/- (Rupees Seven Lakhs) only is to be paid on and within 30<sup>th</sup> June, 2021. 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. the **DEVELOPER** herein shall get the rest constructed portion i.e. Entire complete Third Floor flat area and



Entire complete Fourth Floor flat area of the proposed building together with 50% of sanction Ground Floor area save and except the commercial space (excluding Owner's Allocation of the proposed building as mentioned above) and its sale proceeds as mentioned in the **SCHEDULE "D"** herein. Besides the **DEVELOPER** shall enjoy the undivided proportionate share of land and also enjoy all Service area and all other area along with the common rights and facilities of the proposed building as morefully described in the **SCHEDULE "D"** hereunder written. The Party of the **SECOND PART** shall erect the entire proposed Ground plus Four storied building with Lift facility at its cost and its supervision and labour and thereafter the **DEVELOPER** shall deliver the **OWNER'S ALLOCATION** as mentioned in the **SCHEDULE "B"** herein to be erected as per annexed Specification as well as the sanction building plan to be sanctioned by The Kolkata Municipal Corporation and to meet up such expenses the **DEVELOPER** shall sell its allocation i.e. the **DEVELOPER'S ALLOCATION** to the interested parties from whom the **DEVELOPER** shall collect the entire cost of construction as well as cost of proportionate land in connection with the said flats etc.

**NOW THIS 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 **SRI SUSANTA MONDAL**, son of Late Balaram Mondal, residing at 1135, Nayabad, P.O. Purba Jadavpur, P.S. Panchasayar, Kolkata – 700 099, District – South 24-Parganas and his heir/ heirs, executor/ executors, administrator/ administrators, successor/ successors, representative/ representatives and assign/assigns.
  - (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.

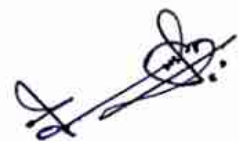
- (c) **TITLE DEED** : shall mean the documents referred to hereinabove in the recital.
- (d) **PREMISES** : shall mean the total amalgamated property measuring land area of 6 (Six) Cottahs 7 (Seven) Chittacks 43 (Forty Three) Sq.ft. more or less, lying and situated at Mouza - Nayabad, J.L. No. 25, R.S. No. 3, District Collectorate Touzi No. 56, Pargana – Khaspur, comprising in R.S. Dag Nos. 142 & 144, under R.S. Khatian No. 92 & 94, within the jurisdiction of The Kolkata Municipal Corporation Ward No.109, known as K.M.C. Premises No. 1135, Nayabad, having Assessee No. 31-109-08-1135-0, within presently Police Station - Panchasayar, formerly 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 Four storied building to be constructed on the said premises as per sanction building plan with Lift facility to be sanctioned by The Kolkata Municipal Corporation Borough Office - XII.
- (f) **COMMON FACILITIES AND AMENITIES** : shall include corridors, landings, stair ways, roof, passages ways, driveways, common toilet if any on Ground Floor of the proposed building and care taker room if any on Ground Floor of the proposed building, lift, lift-well and lift room, pump room, meter space, water and water lines and 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) **OWNER'S ALLOCATION** : The **OWNER** shall get from the **DEVELOPER** Entire complete First Floor flat area and Entire complete Second Floor flat area of the proposed building together with 50% of sanction Ground Floor area which includes a Commercial Space to be situated on the Ground Floor, Southern side (40 ft. road side) of the proposed building measuring an area of 250 (Two hundred

and Fifty) Sq.ft. more or less and remaining are the Car Parking area. It is mutually agreed by and between the parties herein that the **OWNER** shall get the entire Car Parking Space to be situated adjacent to the Commercial Space i.e. from Ground Floor, Southern side (40 ft. road side) of the proposed building and remaining 50% sanction Ground Floor area, if any the **DEVELOPER** shall give the Owner from the Back Side i.e. Ground Floor, Northern side of the proposed building as per Developer's choice. Besides the **OWNER** shall also get refundable deposit sum of Rs.15,00,000/- (Rupees Fifteen Lakhs) only from the **DEVELOPER** out of which (i) Rs.3,00,000/- (Rupees Three Lakhs) 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, (ii) Rs.5,00,000/- (Rupees Five Lakhs) only is to be paid on and within 7<sup>th</sup> May, 2021 and the balance sum of (iii) Rs.7,00,000/- (Rupees Seven Lakhs) only is to be paid on and within 30<sup>th</sup> June, 2021. 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 the called the **OWNER'S ALLOCATION** as mentioned in the **SCHEDULE "B"** herein below.

- (h) **DEVELOPER'S ALLOCATION** : The **DEVELOPER** herein shall get the rest constructed portion i.e. Entire complete Third Floor flat area and Entire complete Fourth Floor flat area of the proposed building together with 50% of sanction Ground Floor area save and except the commercial space (excluding Owner's Allocation of the proposed building as mentioned above) and its sale proceeds as mentioned in the **SCHEDULE "D"** herein. Besides above the **DEVELOPER** shall enjoy the undivided proportionate share of land and also enjoy all Service area and all other area along with the common rights and facilities of the proposed building as morefully described in the **SCHEDULE "C"** 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 and such expenses will be borne by the **DEVELOPER**.



- (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 be effect from the date of execution of this agreement.
3. **THE OWNER DECLARES** as follows:
- (a) That he 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 amalgamated K.M.C. Premises No. 1135, Nayabad, having Assessee No. 31-109-08-1135-0, under Ward No. 109, within presently Police Station - Panchasayar, formerly P.S. Purba Jadavpur, Kolkata – 700 099, District – South 24-Parganas.
- (c) That the said property is free from all encumbrances, charges, liens, lispensens, 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 plan or plans to be sanctioned by The Kolkata Municipal Corporation.



- (b) **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.
- (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** for and in the names of the **OWNER** at the cost of the **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 his name and on his 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 his 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 Four 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 him 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 of the **SCHEDULE 'A'** mentioned property whichever is later with the provision for extension of 6 (Six) months time as 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 AGREES AND CONVENANTS 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 7 (Seven) 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**

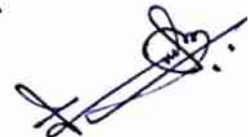


**ALLOCATION** through registered deeds and to make agreement for sale, to advertise the project through any media, to appoint different persons for the project, to get sanction of the building plan as well as sewerage plan and to take water or electric connection therein and also to execute any document, 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, **SRI SUSANTA MONDAL**, (PAN – **ALFPM5268C**), (Aadhaar No. **6389 4178 9062**), son of Late Balaram Mondal, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 1135, Nayabad, P.O. Purba Jadavpur, P.S. Panchasayar, Kolkata – 700 099, 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**), 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 his lawful Constituted Attorney on his behalf to do the following acts in respect of his property as mentioned in the **SCHEDULE** below:

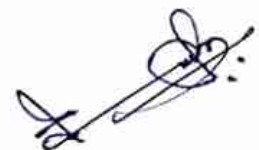
- i. To look after and manage the property on behalf of the **OWNER**.
- ii. To appear and act in all the Courts such as Civil or Criminals, Originals, Revisional or Appellate Courts and also in the Registration Offices and in any other Office of Government, in the Office of The Kolkata Municipal Corporation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

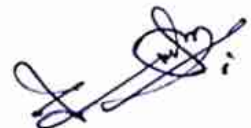


- xxviii. To take necessary steps for registration of the Developer's Allocation as mentioned in this said registered Development Agreement or any part alongwith the proportionate share of land by the Developer i.e. the Attorney herein.
- xxix. To convey, prosecute, enforce, defend answer and oppose 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 instituted, 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 plaints, written statements petitions, affidavits, verifications, vokatatnamas, 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 AGREE AND COVENANT 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 sanctioning the building plan in the premises as well as from the date of taking over vacant possession on the land whichever is later with the provision for extension of 6 (Six) months time as 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 the such construction work is hampered the such delay shall



not be counted and the **DEVELOPER** shall have liberty to extend the time till the period of 'Force Majeure' subsists. If the Landowner's Allocation will not be delivered within the said stipulated period along with the Completion Certificate (C.C.) of the building and thereafter said grace period, the Developer shall be liable to pay Rs.5,000/- (Rupees Five Thousand) only per month to the Landowner as penalty till the date of handing over Owner's Allocation in habitable condition.

- (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) The **OWNER** shall never charge/encumber/mortgage the property with any third party during pendency of this Agreement.
- (vi) Completion time of the project shall be 24 (Twenty four) months from the date of sanction of the building plan by K.M.C. and also from the date of taking over vacant possession of the **SCHEDULE 'A'** mentioned property on the land whichever is later with the provision for extension of 6 (Six) months time as grace period. It is noted that the **DEVELOPER** shall handover the said Owner's Allocation within the said stipulated period as mentioned above along with the Completion Certificate (C.C.) of the building subject to refund the entire refundable security deposit by the **OWNER** to the **DEVELOPER**.
- (vii) The **DEVELOPER** shall act as per the terms and conditions of this Agreement.
- (viii) 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 **DEVELOPER** shall have to clear up and pay all the outstanding taxes and liabilities of K.M.C. including the effect of G.R. 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



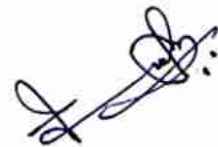


maintenance and also the proportionate taxes in respect of its allocation till the handing over its allocation to the intending Purchasers.

- (ix) The complete construction specification shall be part of the agreement under Annexure - X.

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

- (i) The **OWNER** hereby undertakes that the **DEVELOPER** shall be entitled to the rest proposed construction excluding the Owner's Allocation and shall enjoy its Allocation without interference or disturbances from his 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 - X.
- (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 as and when he shall be called for, if required.
- (iii) The **OWNER** shall handover the Original Title Deeds, original link deeds, K.M.C. and B.L. & L.R.O. Mutation Certificate, Conversion Certificate, paid up K.M.C. tax bills, land tax receipt (khajna), Parcha any other papers in respect of the property to the **DEVELOPER** at the time of execution and registration of this agreement and the **DEVELOPER** shall grant receipt for the same in favour of the **OWNER**. 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 to the land owner, but the land Owner hereby declares and confirms that he shall show all the original documents to the Flat Owners and / or their Association as and when required.



- (iv) That after completion of the entire building with habitable condition as well as after applying the Completion Certificate (C.C.) of building at first the **DEVELOPER** shall give a C.C. applied copy to the **OWNER** and subsequently the **DEVELOPER** may execute and register the Deed of Conveyance as well as hand over the physical possession of his **DEVELOPER'S ALLOCATION** in favour of the intending Purchasers without any objection.
- (iv) That during pendency of this Agreement if the **OWNER** leaves this material world, his 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.
- (v) The **OWNER** shall take proper initiative to enjoy all easement rights upon the adjacent passage on which the entire project depend upon.

**BE IT NOTED THAT** by this Development Agreement and the related Development Power of Attorney, the **DEVELOPER** shall only be entitled to receive consideration money by executing Agreement/Deed of Conveyance for transfer of property as per provisions laid down in the said documents as a **DEVELOPER** without getting any ownership of any part of the property under Schedule. This Development Agreement and the related Development Power of Attorney shall never be treated as the Agreement/ Deed of Conveyance for transfer of property between the **OWNER** and the **DEVELOPER** in anyway. This clause shall have overriding effect to anything written in these documents in contrary to this clause.

9. **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 a plot of presently 'Bastu' land measuring an area of **6 (Six) Cottahs 7 (Seven) Chittacks 43 (Forty Three) Sq.ft. more or less** together with 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 Four 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 lying and situated at Mouza - Nayabad, J.L. No. 25, R.S. No. 3, District Collectorate Touzi No. 56, Pargana – Khaspur, comprising in R.S. Dag Nos. 142 & 144, under R.S. Khatian Nos. 92 & 94 alongwith all easement rights and also together with the right of use the adjacent road and passage thereto, within the jurisdiction of The Kolkata Municipal Corporation Ward No.109, known as K.M.C. Premises No. 1135, Nayabad, having Assessee No. 31-109-08-1135-0, within presently Police Station - Panchasayar, formerly P.S. Purba Jadavpur, Kolkata – 700 099, District – South 24-Parganas and the entire property is butted and bounded by:

- ON THE NORTH : Land of Sri Tamal Basu Roy;
- ON THE SOUTH : 12.192 Mtr. wide K.M.C. Black Top Road;
- ON THE EAST : K.M.C. Premises No. 2130, Nayabad/Land of Smt. Renu Bala Mondal and Land of Smt. Dipali Dey;
- ON THE WEST : K.M.C. Premises No. 1196, Nayabad and 3.657 Mtr. wide Road.

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

The **OWNER** shall get from the **DEVELOPER** Entire complete First Floor flat area and Entire complete Second Floor flat area of the proposed building together with 50% of sanction Ground Floor area which includes a Commercial Space to be situated on the Ground Floor, Southern side (40 ft. road side) of the proposed building measuring an area of 250 (Two hundred and Fifty) Sq.ft. more or less and remaining are the Car Parking area. It is mutually agreed by and between the parties herein that the **OWNER** shall get the entire Car Parking Space to be situated adjacent to the Commercial Space i.e. from Ground Floor, Southern side (40 ft. road side) of the proposed building and remaining 50% sanction Ground Floor area, if any the **DEVELOPER** shall give the Owner from the Back Side i.e. Ground Floor, Northern side of the proposed building as per Developer's choice.

Besides the **OWNER** shall also get refundable deposit sum of Rs.15,00,000/- (Rupees Fifteen Lakhs) only from the **DEVELOPER** out of which (i) Rs.3,00,000/- (Rupees Three Lakhs) 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, (ii) Rs.5,00,000/- (Rupees Five Lakhs) only is to be paid on and within 7<sup>th</sup> May, 2021 and the balance sum of (iii) Rs.7,00,000/- (Rupees Seven Lakhs) only is to be paid on and within 30<sup>th</sup> June, 2021. 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 the called the **OWNER'S ALLOCATION**.

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

Stair-case, common passage, water lines and water, electricity main line and its wiring, land and boundary wall, fixtures and fittings vacant spaces, roof and mummy roof, stair, lift, lift room and lift well, main gate and common toilet if any on Ground Floor of the proposed building and care taker room, if any on Ground Floor of the proposed building, pump room, proportionate land, pump and motor, septic tank, water reservoir and water tank.

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

**ALL THAT** piece and parcel of all other rest constructed portion i.e. Entire complete Third Floor flat area and Entire complete Fourth Floor flat area of the proposed building together with 50% of sanction Ground Floor area save and except the commercial space (excluding Owner's Allocation of the proposed building as mentioned in the **SCHEDULE "B"** above) and its sale proceeds thereto. Besides the **DEVELOPER** shall enjoy the undivided proportionate share of land and also enjoy all Service area and all other area along with the common rights and facilities of the proposed building as mentioned in the **SCHEDULE - 'C'** above and the said building is to be constructed by the **DEVELOPER** at its cost as per sanctioned building plan duly sanctioned by K.M.C. and also as per annexed specification.




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

WITNESS :

1. *Tapesh Mishra*  
Advocate  
High Court, Calcutta
2. *Alkegijil Kumar Mishra*  
69/1, Baghajatin Place  
Kolkata - 70086

*Sudip Kumar Mandal*  
\_\_\_\_\_  
SIGNATURE OF THE OWNER

BINAYAK GROUPS  
*Sudip Kumar Mandal*  
Proprietor

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

PREPARED & DRAFTED BY :

*Tapesh Mishra* (Signature)

(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

MEMO OF CONSIDERATION

RECEIVED the sum of Rs.3,00,000/- (Rupees Three Lac) only from the DEVELOPER herein as 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.	05.03.2021	898973	Canara Bank, Kolkata Purbalok Branch, Kolkata - 700099.	Rs.3,00,000.00

Rs.3,00,000.00

(Rupees Three Lac only)

WITNESS :

1. *Tapank Mishra*  
Advocate  
High Court  
Calcutta

*Suresh Kumar*  
SIGNATURE OF THE OWNER

2. *Abhijit Kumar Mishra*  
69/1, Baghajatin Place  
Kolkata - 700 086

*[Signature]*  
Advocate

ANNEXTURE - 'X'

**SCHEDULE OF WORK**  
**(GENERAL SPECIFICATION OF THE ENTIRE BUILDING/ CONSTRUCTION**  
**SAVE & EXCEPT THE OWNER'S ENTIRE THIRD FLOOR FLAT)**  
 All Civil work as per I.S.I. standard.

1. Entire Floor Tiles Flooring (3' X 3' size) / in inside of flat.
2. Sal wood frame in door.
3. Factory made phenol bonded ply flush door (Teak wood) shutter in door.
4. M.S. Grill and Aluminum with glass fitted Window (full open).
5. Putty in inside wall.
6. Weather coat or equivalent paint in outside wall.
7. Synthetic enamel paint in doors & windows (ICI/Berzer).
8. Colour glazed tiles (10"x15") in W.C. and toilets upto 7 ft. height and 3 ft. height in kitchen.
9. Granite slab on kitchen platform.
10. Steel sink in kitchen.
11. Concealed electrical & water supply line.
12. Verandah railing full height.
13. White vitreous commode, pan, and basin of Hindware/Parryware.
14. Main door two side Teak finishes with necessary fittings and one collapsible gate on main gate for the land Owner only (for any two flats).
15. 3'-0" high parapet wall will be provided all around the roof.
16. ESSCO Mark plumbing fittings.
17. Two Nos. gate in boundary wall for easy access.
18. Lift shall be installed.
19. Staircase railing will be of stainless steel.

**ELECTRICAL SPECIFICATION OF FLAT**

1. Bed Room - 2 Light points, 1 Fan point, 3 Plug point, 2 A.C. points in flat.
2. Drawing/Dining - 2 Light points, 2/3 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, 2 Plug point (15 amp.), 1 Exhaust Fan point, 1 Chimney point.
4. Toilet - 1 Light point, 1 Geyser point, 1 Exhaust Fan point.
5. W.C. - 1 Light point, 1 Exhaust Fan point.
6. Verandah - 1 Light Point, 1 Plug point, 1 Fan 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**.





  
A. S. SINGH

	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

PHOTO

Name .....











Signature .....

	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

*Secretary - Mandal*

Name SUSANTA MONDAL

Signature *Susanta Mondal*

	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

*Sudip*

Name SUDIP KUMAR MANDAL

Signature *Sudip Kumar Mandal*

	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

PHOTO

Name .....

Signature .....



## Major Information of the Deed

Deed No :	I-1603-01612/2021	Date of Registration	05/03/2021
Query No / Year	1603-2000504607/2021	Office where deed is registered	
Query Date	05/03/2021 1:32:15 AM	1603-2000504607/2021	
Applicant Name, Address & Other Details	Tapesh Mishra H C Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9836115120, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 100/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 3,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,36,10,621/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,071/- (Article:48(g))	Rs. 3,060/- (Article:E, E, E.)		
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: 1135, , 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	6 Katha 7 Chatak 43 Sq Ft	1/-	1,35,80,621/-	Width of Approach Road: 41 Ft.,
<b>Grand Total :</b>				<b>10.7204Dec</b>	<b>1 /-</b>	<b>135,80,621 /-</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
Floor No: 1, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
<b>Total :</b>		<b>100 sq ft</b>	<b>1 /-</b>	<b>30,000 /-</b>	



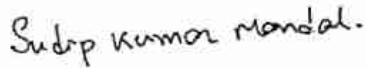
**Land Lord Details :**

SI No	Name,Address,Photo,Finger print and Signature			Signature
1	Name	Photo	Finger Print	
	<b>Shri Susanta Mondal</b> Son of Late Balaram Mondal Executed by: Self, Date of Execution: 05/03/2021 , Admitted by: Self, Date of Admission: 05/03/2021 ,Place : Office	 05/03/2021	 LTI 05/03/2021	 05/03/2021
1135, Nayabad, P.O:- Purba Jadavpur, 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.:: ALxxxxxx8C, Aadhaar No: 63xxxxxxxx9062, Status :Individual, Executed by: Self, Date of Execution: 05/03/2021 , Admitted by: Self, Date of Admission: 05/03/2021 ,Place : Office				




**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature			Signature
1	<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.:: AKxxxxxx7P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			Signature
1	Name	Photo	Finger Print	
	<b>Shri Sudip Kumar Mandal (Presentant)</b> Son of Shri Samir Kumar Mandal Date of Execution - 05/03/2021, , Admitted by: Self, Date of Admission: 05/03/2021, Place of Admission of Execution: Office	 Mar 5 2021 1:10PM	 LTI 05/03/2021	 05/03/2021
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 proprietorship)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<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			
	05/03/2021	05/03/2021	05/03/2021
Identifier Of Shri Susanta Mondal, Shri Sudip Kumar Mandal			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Shri Susanta Mondal	Binayak Groups-10.7204 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Shri Susanta Mondal	Binayak Groups-100.00000000 Sq Ft

On 05-03-2021

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 12:26 hrs on 05-03-2021, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri 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 1,36,10,621/-

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

Execution is admitted on 05/03/2021 by Shri Susanta Mondal, Son of Late Balaram Mondal, 1135, Nayabad, P.O: Purba Jadavpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700099, by caste Hindu, by Profession Business

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 05-03-2021 by Shri Sudip Kumar Mandal, sole propritorship, Binayak Groups (Sole Proprietoship), 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

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 3,060/- ( B = Rs 3,000/- ,E = Rs 28/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 32/-, by online = Rs 3,028/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 05/03/2021 1:35AM with Govt. Ref. No: 192020210239950921 on 05-03-2021, Amount Rs: 3,028/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 1385671829 on 05-03-2021, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 20,071/- and Stamp Duty paid by Stamp Rs 500/-, by online = Rs 19,571/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no L483292, Amount: Rs.500/-, Date of Purchase: 04/03/2021, Vendor name: Samiran Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 05/03/2021 1:35AM with Govt. Ref. No: 192020210239950921 on 05-03-2021, Amount Rs: 19,571/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 1385671829 on 05-03-2021, 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 1603-2021, Page from 41355 to 41394  
being No 160301612 for the year 2021.



*Dhar*

Digitally signed by DEBASISH DHAR  
Date: 2021.03.05 13:54:06 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 2021/03/05 01:54:06 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)