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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AG 711364

22/04/2022
Q-200/21/121/2022

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

22 APR 2022

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

THIS DEVELOPMENT AGREEMENT ALONG WITH DEVELOPER
POWER OF ATTORNEY is made this the 22nd day of April Two Thousand
and Twenty-two (2022)

BETWEEN

[Handwritten signatures and names]
Nishu...
...

28 MAR 2022

9395

SL. No. Date.

Rs. 1001

Name Tapesk Mishra (Adv)

Address CALCUTTA HIGH COURT, KOL-1

SMRITI BIKASH DAS
Govt. Licence Stamp Vender
Alipore Police Court
KOL-27



Identified by:

Tapesk Mishra
Advocate
High Court,
Calcutta

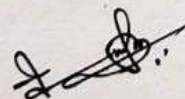
District Sub-Registrar-IV
Registrar U/S 7 (2) of
Registration 1908
Alipore, South 24 Parganas
22 APR

MR. ARJUN SHARMA, (PAN : AZXPS7171C), (Aadhaar No. 8602 5308 0823), son of Sri Muneswar Sharma alias Bhuneswar Sharma, by faith – Hindu, by Occupation – Business, by Nationality – Indian, presently residing at 20, Heder Hat, Post Office – Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, District – South 24-Parganas, formerly residing at 108, B-Block, Raja S.C. Mullick Road, Post Office – Jadavpur University, Police Station – Jadavpur, Kolkata – 700 032, 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 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 shall unless excluded by and repugnant to the context be deemed to mean and include his heir/ heirs, executor/ executors, administrator/ administrators, assigns, representative/ representatives, successors-in-office and successors-in-interest) of the **OTHER PART.**

WHEREAS the present **OWNER/VENDOR** herein purchased one plot of ‘Bastu’ land measuring an area of 4 (Four) Cottahs more or less situated in Mouza – Kalikapur, J.L. No.20, R.S. No. 2, Touzi No.6, Pargana – Khaspur, comprising in R.S. Dag No. 384, under R.S. Khatian No. 216, under formerly P.S. Kasba, at present P.S. Purba Jadavpur, within the jurisdiction of The Kolkata Municipal Corporation Ward No.109, being part of K.M.C. Premises No. 20, Heder Hat, Kolkata – 700 099, by virtue of a registered Deed of Bengali Bikroy Kobala dated 23.02.2000, registered in the office of the District Sub-Registrar - III, Alipore, 24-Paraganas and recorded in Book No. I, Being No. 5018 for the year 2008

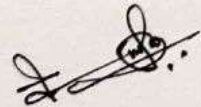


togetherwith all easement rights for a valuable consideration from the then Owners namely Smt. Amala Mondal, wife of Late Sudhir Mondal of 91/3/H/16. Beliaghata Main Road, Kolkata – 700 010 and Smt. Bimala Pramanick, wife of Late Lakhai Pramanick of Bakdoba, P.S. Bhangar, District – South 24-Paraganas who obtained the aforesaid property by virtue of inheritance after the death of their father Pashupati Majhi and mother Kadam Bala Majhi and the said Deed of Bikroy Kobala was Confirmed by one Smt. Badli Majhi, wife of Late Nani Majhi of Kalikapur, P.S. Kasba, now P.S. Purba Jadavpur, Ward No. 109, Kolkata – 700078 and Smt. Sumita Sengupta, wife of Sri Swapan Sengupta of 25M, Christopher Road, P.S. Tangra, Kolkata - 700 026 by joining as Confirming Parties in the said Deed and since purchase the present **OWNER** is in the peaceful possession of the said plot of land.

AND WHEREAS since purchase the aforesaid plot of land the present **OWNER** herein has been residing therein by erecting an Asbestos shed structure therein measuring an area of 300 (Three hundred) Sq.ft. more or less by mutating his name in the record of The Kolkata Municipal Corporation being known and numbered as K.M.C. Premises No. 20/1, Heder Hat, having Assessee No. 31-109-05-1178-0, within K.M.C. Ward No.109, under P.S. Purba Jadavpur, Kolkata – 700 099, District : South 24-Parganas and it has been morefully described in the **SCHEDULE – A** hereunder written and 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 thereafter the present **OWNER/VENDOR** mutated his name in the record of Ld. B.L. & L.R.O. in respect of his aforesaid purchased property and his name has been published in the L.R. Record of Right comprising in L.R. Dag No. 384, under L.R. Khatian No. 766 of Mouza – Kalikapur, J.L. No.20 and now the present **OWNER** 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 Multi-storied building with Lift facility, comprising of a number of residential flats on the different floors, 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 Multi-storied building with Lift facility upon the aforesaid property as per the sanction building plan to be 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 Multi-storied 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 have 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 Multi-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 consisting of two residential flats, one residential flat to be situated on the Third Floor, Back side of the proposed building which shall be of 50% of sanction floor area, together with One Shop Room to be situated on the Ground Floor, Back side of the proposed building measuring built-up area of 100 (One Hundred) Sq.ft. more or less and also one Car Parking Space to be situated on the Ground Floor of the proposed building. Besides the **OWNER** shall also get a total sum of Rs.13,00,000/- (Rupees Thirteen Lakhs) only from the **DEVELOPER** out of which Rs.12,00,000/- (Rupees Twelve Lakhs) only is non-refundable amount and Rs.1,00,000/- (Rupees One Lac) only is refundable (interest free) amount and the said entire amount has already been paid by the **DEVELOPER** to the **OWNER** before 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 such refundable advance sum will be refunded by the **OWNER** to the **DEVELOPER** on or before getting the Owner's Allocation as mentioned above in the proposed building. If the **OWNER** unable to refund the said amount to the **DEVELOPER**, the **DEVELOPER** will adjust the said amount against the Owner's Allocated Car Parking Space at the time of handing over the Owner's Allocation for which the **OWNER** shall not raise any objection. The old structure which is standing in the said Premises shall be demolished by the **DEVELOPER** at its own cost and own responsibilities and the

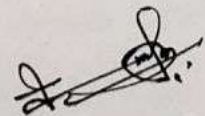


DEVELOPER shall enjoy the entire sale proceeds of the old broken building materials. Besides above the **OWNER** shall enjoy the undivided proportionate share of land along with the common rights and facilities of the proposed building as morefully described in the **SCHEDULE "C"** hereunder written and it is appearing as the consideration for the land as described in the **SCHEDULE "A"** hereunder written.

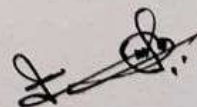
AND WHEREAS the Party of the **SECOND PART** i.e. the **DEVELOPER** herein shall get the remaining construction of the proposed building (excluding Owner's Allocation of the proposed building as mentioned above) and its sale proceeds as mentioned in the **SCHEDULE "D"** herein. Besides the **DEVELOPER** 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 Multi-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 **MR. ARJUN SHARMA**, son of Sri Muneswar Sharma alias Bhuneswar Sharma, presently residing at 20, Heder Hat, Post Office - Mukundapur, Police Station - Purba Jadavpur, Kolkata - 700 099, District - South 24-Parganas and his heir/ heirs, executor/ executors, administrator/ administrators, successor/ successors, representative/ representatives and assign/assigns.

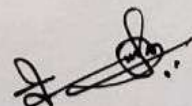


- (b) **DEVELOPER** : shall mean "**BINAYAK GROUPS**", a Proprietorship Firm, having its registered office at B/35, Ganganagar, Post Office – Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, represented by its sole Proprietor namely **SRI SUDIP KUMAR MANDAL**, son of Sri Samir Kumar Mondal, residing at B/35, Ganganagar, Post Office – Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, District – South 24-Parganas, Party of the **SECOND PART** herein for the time being and his heir/ heirs, executor/ executors, administrator/ administrators, assigns, representative/ representatives, successors-in-office and successors-in-interest.
- (c) **TITLE DEED** : shall mean the documents referred to hereinabove in the recital.
- (d) **PREMISES** : shall mean the Property measuring net land area of 4 (Four) Cottahs more or less situated in Mouza – Kalikapur, J.L. No.20, R.S. No. 2, Touzi No.6, Pargana – Khaspur, comprising in R.S. & L.R. Dag No. 384, under R.S. Khatian No. 216, L.R. Khatian No. 766, under formerly P.S. Kasba, at present P.S. Purba Jadavpur, within the jurisdiction of The Kolkata Municipal Corporation Ward No.109, known as K.M.C. Premises No. 20/1, Heder Hat, being Assessee No. 31-109-05-1178-0, under formerly P.S. Kasba, at present P.S. Purba Jadavpur, Kolkata – 700 099, in the District of South 24-Parganas as mentioned and described in the **SCHEDULE - 'A'** hereunder written.
- (e) **BUILDING** : shall mean the proposed Multi-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, 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



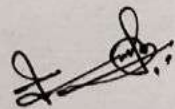
management of the building and such common areas shall be enjoyed by the flat owners who shall purchase the same from the **DEVELOPER**.

- (g) **OWNER'S ALLOCATION** : The **OWNER** shall get entire complete First Floor flat area consisting of two residential flats, one residential flat to be situated on the Third Floor, Back side of the proposed building which shall be of 50% of sanction floor area, together with One Shop Room to be situated on the Ground Floor, Back side of the proposed building measuring built-up area of 100 (One Hundred) Sq.ft. more or less and also one Car Parking Space to be situated on the Ground Floor of the proposed building. Besides the **OWNER** shall also get a total sum of Rs.13,00,000/- (Rupees Thirteen Lakhs) only from the **DEVELOPER** out of which Rs.12,00,000/- (Rupees Twelve Lakhs) only is non-refundable amount and Rs.1,00,000/- (Rupees One Lac) only is refundable (interest free) amount and the said entire amount has already been paid by the **DEVELOPER** to the **OWNER** before 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 such refundable advance sum will be refunded by the **OWNER** to the **DEVELOPER** on or before getting the Owner's Allocation as mentioned above in the proposed building. If the **OWNER** unable to refund the said amount to the **DEVELOPER**, the **DEVELOPER** will adjust the said amount against the Owner's Allocated Car Parking Space at the time of handing over the Owner's Allocation for which the **OWNER** shall not raise any objection. The old structure which is standing in the said Premises shall be demolished by the **DEVELOPER** at its own cost and own responsibilities and the **DEVELOPER** shall enjoy the entire sale proceeds of the old broken building materials. Besides above the **OWNER** shall enjoy the undivided proportionate share of land along with the common rights and facilities of the proposed building as morefully described in the **SCHEDULE "B"** hereunder written and it is appearing as the consideration for the land as described in the **SCHEDULE "A"** hereunder written.
- (h) **DEVELOPER'S ALLOCATION** : The **DEVELOPER** herein shall get the remaining construction of the proposed building (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"** herqunder written.

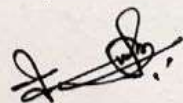
- (i) **THE ARCHITECT** : shall mean such persons who will be appointed by the **DEVELOPER** for both designing and planning the building on the said premises and such expenses will be borne by the **DEVELOPER**.
 - (j) **BUILDING PLAN** : would mean such plan to be prepared by the Planner/Architect 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) **TRANSFEE** : 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 K.M.C. Premises No. 20/1, Heder Hat, being Assessee No. 31-109-05-1178-0, within K.M.C. Ward No.109, under formerly P.S. Kasba, at present 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, lispends, 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 of building plan and its addition/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 name of the **OWNER** at the cost of **DEVELOPER** and if any addition/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 signatures 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**.



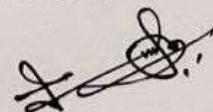
- (f) The **DEVELOPER** shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed, matter and thing necessary for the purpose of developing the said property in order to make it perfect in all respects for construction of a Multi-storied building with Lift 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 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** shall give vacant possession of the entire premises as mentioned in the **SCHEDULE 'A'** hereunder to the **DEVELOPER** 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 empower and authorize 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, **MR. ARJUN SHARMA, (PAN : AZXPS7171C), (Aadhaar No. 8602 5308 0823)**, son of Sri Muneswar Sharma alias Bhuneswar Sharma, by faith – Hindu, by Occupation – Business, by Nationality – Indian, presently residing at 20, Heder Hat, Post Office - Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, District – South 24-Parganas, formerly residing at 108, B-Block, Raja S.C. Mullick Road, Post Office – Jadavpur University, Police Station – Jadavpur, Kolkata – 700 032, 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**.

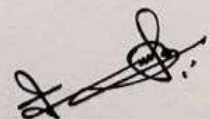


- ii. To appear and act in all the Courts such as Civil or Criminals, Originals, Revisional or Appellate Courts and also in the Registration Offices and in any other Office of Government, in the Office of The Kolkata Municipal Corporation or any other Municipality, Improvement Trust, The Kolkata Metropolitan Development Authority, Commissioner of any Division or District Board, Panchayat or any other office or Local Authority on behalf of us and for such purpose my said Attorney may accept service of any summons or any notice issued by any authority, shall be received by our 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 - A 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 our 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 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 new Multi-storied building plan with Lift facility, revised



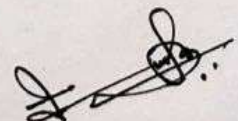
building Plan, addition and/or alteration Plan horizontally or vertically and/or modified Plan and/or regularised Plan and/or completion Building Plan for my said property and sign all the papers related thereto and to sign the same on my behalf the addition and/or alteration Plan horizontally or vertically and/or modified or revised or regularized 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 – A** 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 Multi-storied building with Lift facility which is being erected as per sanction building Plan to be sanctioned by The Kolkata Municipal Corporation or other approval of the Government Authority at the cost of the **DEVELOPER** and the **DEVELOPER** shall sign, execute and register 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, revised and/or addition 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

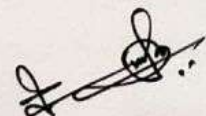


Corporation, Fire brigade, West Bengal Police, necessary Departments of Government of West Bengal, in connection with the modification and/or addition and/or alteration of Development plans horizontally or vertically for the above mentioned property and also for the interest of the proposed project.

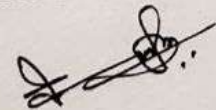
- xiv. To pay fees for obtaining the addition, alteration, modification and/or revised Plan horizontally or vertically and such other orders and permissions from the necessary authorities on behalf of the landowner as required for sanction, modification, addition and/or alteration of the Development Plan horizontally or vertically 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, addition, alteration, 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, Car Parking Spaces, commercial Spaces, if any 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, Car Parking Space/s, commercial Space/s, if any 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 Spaces, commercial Spaces, if any including proportionate land share of the **DEVELOPER'S ALLOCATION** as mentioned in the **SCHEDULE - D** below 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 my 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 the **SCHEDULE - D** of 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 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 the **SCHEDULE - D** of this 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 our 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 plaints, written statements petitions, affidavits, verifications, vakalatnamas, 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.

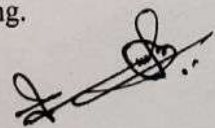
AND GENERALLY TO act as my Attorney in relation to all matters touching my said property and on my behalf to do all instruments, acts, nature, deeds except sale of fresh Owner's Allocation and things as fully and effectually as I would do if I would personally present in connection with the construction of the building.

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

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 :-

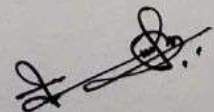
- (i) To get maximum sanction area from The Kolkata Municipal Corporation the **DEVELOPER** will take all the necessary steps and such sanction of modification or alteration is required shall be done at **DEVELOPER'S** cost.
- (ii) To complete the construction of the building within 24 (Twenty four) months from the date of sanction of the building plan and 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.
- (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 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 **DEVELOPER** has already cleared 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 got necessary Tax Clearance Certificate and Assessment Roll from the authority concerned and also mutated the property in the name of the **OWNER** in the record of B.L. & L.R.O. by clearing 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** are 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, L.R. Record of Right, 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 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.
- (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 'Bastu' land measuring an area of 4 (Four) Cottahs more or less together with an Asbestos shed structure standing therein measuring an area of 300 (Three hundred) Sq.ft. more or less whereon a proposed Multi-storied building with Lift facility shall be erected by demolishing the existing structure after getting the building plan to be sanctioned by The Kolkata Municipal Corporation Borough Office – XII, situated in Mouza – Kalikapur, J.L. No.20, R.S. No. 2, Touzi No.6, Pargana – Khaspur, comprising in R.S. & L.R. Dag No. 384, under R.S. Khatian No. 216, L.R. Khatian No. 766 alongwith all easement rights and also together with the right of use the adjacent passage thereto, within the jurisdiction of The Kolkata Municipal Corporation Ward No.109, known as K.M.C. Premises No. 20/1, Heder Hat, being Assessee No. 31-109-05-1178-0, under formerly P.S. Kasba, at present P.S. Purba Jadavpur, Kolkata – 700 099, District - South 24-Parganas and the entire property is butted and bounded by:

ON THE NORTH : Land and property of others/part of R.S. Dag No. 384;
ON THE SOUTH : Part of R.S. Dag No. 399;
ON THE EAST : 12'-0" wide Common Passage;
ON THE WEST : 40'-0" wide K.M.C. Road.

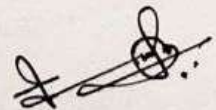
SCHEDULE – 'B' ABOVE REFERRED TO
(OWNER'S ALLOCATION)
TO BE OBTAINED FROM THE DEVELOPER

The OWNER shall get entire complete First Floor flat area consisting of two residential flats, one residential flat to be situated on the Third Floor, Back side of the proposed building which shall be of 50% of sanction floor area, together with One Shop Room to be situated on the Ground Floor, Back side of the proposed building measuring built-up area of 100 (One Hundred) Sq.ft. more or less and also one Car Parking Space to be situated on the Ground Floor of the proposed building. Besides the OWNER shall

also get a total sum of Rs.13,00,000/- (Rupees Thirteen Lakhs) only from the **DEVELOPER** out of which Rs.12,00,000/- (Rupees Twelve Lakhs) only is non-refundable amount and Rs.1,00,000/- (Rupees One Lac) only is refundable (interest free) amount and the said entire amount has already been paid by the **DEVELOPER** to the **OWNER** before 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 such refundable advance sum will be refunded by the **OWNER** to the **DEVELOPER** on or before getting the Owner's Allocation as mentioned above in the proposed building. If the **OWNER** unable to refund the said amount to the **DEVELOPER**, the **DEVELOPER** will adjust the said amount against the Owner's Allocated Car Parking Space at the time of handing over the Owner's Allocation for which the **OWNER** shall not raise any objection. The old structure which is standing in the said Premises shall be demolished by the **DEVELOPER** at its own cost and own responsibilities and the **DEVELOPER** shall enjoy the entire sale proceeds of the old broken building materials. Besides the **OWNER** shall enjoy the undivided proportionate share of land along with the common rights and facilities of the proposed building as morefully described in the **SCHEDULE "C"** hereunder written.

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

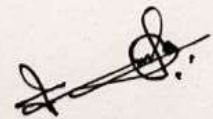
1. All stair-cases and stair landings on all the floors of the said building.
2. Stair-case of the building leading towards the vacant roof.
3. Common passages including main entrances on the ground floor leading to the top floor vacant roof of the building.
4. All common services and upon common spaces 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 all other rest construction of the proposed building excluding the **OWNER’S ALLOCATION**. The Party of the **SECOND PART/ DEVELOPER** shall erect the entire proposed Multi-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 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. *Tapesh Mishra*
Advocate
High Court
Calcutta,

अजय मंडल

SIGNATURE OF THE OWNER

2. *Alokjit Kumar Mishra*
69/1, Baghajatin Place
Kolkata - 70081

BINAYAK GROUPS
Sudip Kumar Mandal
Proprietor

SIGNATURE OF THE DEVELOPER

READ OVER & EXPLAINED & ALSO
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.13,00,000/- (Rupees Thirteen Lakhs) only from the DEVELOPER herein as mentioned in this Agreement in the manner followings :-

Sl. No.	Date	Cheque No.	Name of the Bank and Branch	Amount Rs.
1.	12.12.2019	123453	Syndicate Bank, Kolkata - Purbalok Branch, Kolkata - 700099.	Rs. 2,00,000.00
2.	17.10.2020	732356	-Do-	Rs. 1,00,000.00
3.	24.09.2021	746191	Canara Bank, Kolkata - Purbalok Branch, Kolkata - 700099.	Rs. 4,50,000.00
4.	01.10.2021	746192	-Do-	Rs. 5,50,000.00
TOTAL :				Rs.13,00,000.00

(Total Rupees Thirteen Lakhs only)

WITNESS :

1. *Jayesh Mishra*
Advocate
High Court
Kolkata

अशोक मिश्रा

SIGNATURE OF THE OWNER

2. *Ashish Kumar Mishra*
69/1, Baghejati Place
Kolkata - 70086

SCHEDULE OF WORK

(GENERAL SPECIFICATION OF THE ENTIRE BUILDING/ CONSTRUCTION)
All Civil work as per I.S.I. standard.

1. Entire Floor Marble (2 X 2 size) 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 and Aluminum with glass fitted sliding Window.
5. Plaster of Paris in wall.
6. Weather coat or equivalent paint in outside wall.
7. Synthetic enamel paint in doors & windows (ICI/Berzer).
8. Colour glazed tiles (8"x12") in W.C. and toilets upto 6 ft. height and 3 ft. height in kitchen.
9. Black stone slab on kitchen platform.
10. Steel sink in kitchen.
11. Concealed electrical & water supply line.
12. Verandah 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 and one collapsible gate on main gate for the land Owner only.
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.

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, 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, 1 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.
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.

संजय शर्मा

BINAYAK GROUPS
Sudip kumar mandal.
Proprietor

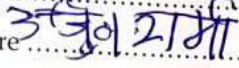
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Name

Signature

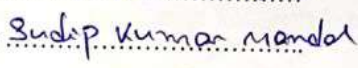
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	left hand					
	right hand					

Name..... ARJUN SHARMA

Signature..... 

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	left hand					
	right hand					

Name..... SUDIP KUMAR MANDAL

Signature..... 

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	right hand				

Name

Signature

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

GRN Details

GRN: 192022230012550818
GRN Date: 21/04/2022 22:08:03
BRN : 2192915749730
Gateway Ref ID: 221115817257
Payment Status: Successful

Payment Mode: Online Payment (SBI Epay)
Bank/Gateway: SBIEpay Payment Gateway
BRN Date: 21/04/2022 22:09:25
Method: HDFC Retail Bank NB
Payment Ref. No: 2001211121/1/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: TAPESH MISHRA
Address: H C CALCUTTA
Mobile: 9836115120
Contact No: 09836115120
Depositor Status: Advocate
Query No: 2001211121
Applicant's Name: Mr Tapes Mishra
Identification No: 2001211121/1/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001211121/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	9971
2	2001211121/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	13028
Total				22999

IN WORDS: TWENTY TWO THOUSAND NINE HUNDRED NINETY NINE ONLY.



सत्यमेव जयते

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

Query No / Year	2001211121/2022	Office where deed will be registered
Query Date	21/04/2022 1:34:34 PM	Deed can be registered in any of the offices mentioned on Note: 11
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] General Power of Attorney [Rs : 100/-], [4305] Declaration [No of Declaration : 2], [4311] Receipt [Rs : 13,00,000/-]	
Set Forth value	Market Value	
Rs. 2/-	Rs. 99,81,002/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 10,071/- (Article:48(g))	Rs. 13,028/- (Article:E, E, E, B)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
		Rs. 100/-
Remarks		

Land Details :

District: South 24-Parganas, Thana: Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: HEDER HAT, , Premises No: 20/1, , 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	4 Katha	1/-	99,00,002/-	Width of Approach Road: 40 Ft.,
Grand Total :				6.6Dec	1/-	99,00,002/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	300 Sq Ft.	1/-	81,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 300 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		300 sq ft	1/-	81,000/-	



Query No: 2001211121 of 2022, Printed On : Apr 21 2022 1:35PM, Generated from wbregistration.gov.in

Owner and Land or Building Details as received from KMC :

Sl. No.	Property Identification by KMC	Registered Deed Details	Owner Details of Property	Land or Building Details
L1	Assessment No. : 311090511780 Premises No. : 20/1 Ward No. : 109 Street Name : HEDER HAT	Reference Deed No. : I-5018/2000 Date of Registration : Feb 23, 2000 Office Where Registered : DSR- IIIALIPR	Owner Name : ARJUN SHARMA Owner Address : 20 , HEDERHAT , CHITKALIKAPUR , KOLKATA - 700099 Pin No. : 700099	Character of Premises: Constructed Building Total Area of Land: 4 Cottah,

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 21-05-2022) for e-Payment . Assessed market value & Query is valid for 30 days.(i.e. upto 21-05-2022)
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.
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
5. e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.
11. This eAssessment Slip can be used for registration of respective deed in any of the following offices:
D.S.R. - I SOUTH 24-PARGANAS, D.S.R. - I I SOUTH 24-PARGANAS, D.S.R. - III SOUTH 24-PARGANAS, D.S.R. - IV SOUTH 24-PARGANAS, A.D.S.R. SEALDAH, D.S.R. - V SOUTH 24-PARGANAS, A.R.A. - I KOLKATA, A.R.A. - II KOLKATA, A.R.A. - III KOLKATA, A.R.A. - IV KOLKATA



Query No: 2001211121 of 2022, Printed On : Apr 21 2022 1:35PM, Generated from wbregistration.gov.in

Land Lord Details :

SI No	Name & address	Status	Execution Admission Details :
1	Mr Arjun Sharma Son of Shri Muneshwar Sharma,20, Heder Hat, City:- , P.O:- Mukundapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. azxxxxxx1c, Aadhaar No.: 86xxxxxxx0823, 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, City:- , P.O:- Mukundapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099 PAN No. AKxxxxxx7P, ,Aadhaar No Not Provided by UIDAIStatus :Organization, Executed by: Representative	Organization	Executed by: Representative

Representative Details :

SI No	Name & Address	Representative of
1	Shri SUDIP KUMAR MANDAL Son of Shri Samir Kumar MondalB/35, Ganganagar, City:- , P.O:- Mukundapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AKxxxxxx7P , Aadhaar No.: 22xxxxxxx8869	BINAYAK GROUPS (as sole proprietor)

Identifier Details :

Name & address
Mr Tapeshe Mishra Son of Mr Debes Kumar Misra High Court, Calcutta, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mr Arjun Sharma, Shri SUDIP KUMAR MANDAL

Transfer of property for L1		
SI.No	From	To. with area (Name-Area)
1	Mr Arjun Sharma	BINAYAK GROUPS-6.6 Dec
Transfer of property for S1		
SI.No	From	To. with area (Name-Area)
1	Mr Arjun Sharma	BINAYAK GROUPS-300 Sq Ft

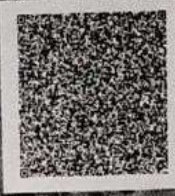


Query No: 2001211121 of 2022, Printed On : Apr 21 2022 1:35PM, Generated from wbregistration.gov.in

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

स्थायी लेखा संख्या कार्ड
 Permanent Account Number Card
AZXP5717C




नाम / Name
ARJUN SHARMA

पिता का नाम / Father's Name
BHUNESHWAR SHARMA

जन्म की तारीख / Date of Birth
22/07/1968

अर्जुन शर्मा
 हस्ताक्षर / Signature

अर्जुन शर्मा

In case this card is lost / found, kindly inform / return to :

Income Tax PAN Services Unit, UTTISI
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.

इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटाएं :
 आयकर पैन सेवा यूनिट, UTTISI
 प्लॉट नं: 3, सेक्टर 11, सीडीबी बेलपुर,
 नवी मुंबई-400 614

Aaykar Sampark Kendras
For Income Tax Related
Queries call Toll Free No.
1961
or
18001801961

आयकर विभाग
INCOME TAX DEPARTMENT
सुदीप कुमार मण्डल
SAMIR KUMAR MANDAL
09/05/1978
Registration Number
AKNPM2537P

भारत सरकार
GOVT. OF INDIA



Signature
Sudip Kumar Mandal

Sudip Kumar Mandal



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India
Government of India

তাপিকাভুক্তির আই ডি / Enrollment No. : 1111/29036/14765

To
Sudip Kumar Mandal
সুদীপ কুমার মন্ডল
S/O: Samir Kumar Mandal
JADURHATI
Jadurhati
Jadurhati, North 24 Parganas
West Bengal - 743293



KH193950825FT

19395082



আপনার আধার সংখ্যা / Your Aadhaar No. :

2225 3389 8869

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার

Government of India



সুদীপ কুমার মন্ডল
Sudip Kumar Mandal

জন্মতারিখ / DOB: 09/05/1978
পুং / Male

2225 3389 8869



আধার - সাধারণ মানুষের অধিকার

Sudip kumar mandal

Major Information of the Deed

Deed No / Year	I-1604-04132/2022	Date of Registration	22/04/2022
Deed No / Year	1604-2001211121/2022	Office where deed is registered	
Deed Date	21/04/2022 1:34:34 PM	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Tapeshe 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 : 13,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 99,81,002/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,071/- (Article:48(g))	Rs. 13,060/- (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, Corpration: KOLKATA MUNICIPAL CORPORATION, Road: HEDER HAT, , Premises No: 20/1, , 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	4 Katha	1/-	99,00,002/-	Width of Approach Road: 40 Ft.,
Grand Total :				6.6Dec	1 /-	99,00,002 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	300 Sq Ft.	1/-	81,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 300 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		300 sq ft	1 /-	81,000 /-	

Word Details :

Name,Address,Photo,Finger print and Signature

Name	Photo	Finger Print	Signature
Mr Arjun Sharma Son of Shri Muneshwar Sharma Executed by: Self, Date of Execution: 22/04/2022 , Admitted by: Self, Date of Admission: 22/04/2022 ,Place : Office			
22/04/2022	LTI 22/04/2022	22/04/2022	

20, Heder Hat, City:- , P.O:- Mukundapur, P.S:-Purba Jadabpur, District:-South24-Parganas, West Bengal, India, PIN:- 700099 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: azxxxxxx1c, Aadhaar No: 86xxxxxxx0823, Status :Individual, Executed by: Self, Date of Execution: 22/04/2022 , Admitted by: Self, Date of Admission: 22/04/2022 ,Place : Office

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	BINAYAK GROUPS B/35, Ganganagar, City:- , 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												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Shri SUDIP KUMAR MANDAL (Presentant) Son of Shri Samir Kumar Mondal Date of Execution - 22/04/2022 , , Admitted by: Self, Date of Admission: 22/04/2022, Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>Apr 22 2022 1:37PM</td> <td>LTI 22/04/2022</td> <td>22/04/2022</td> <td></td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Shri SUDIP KUMAR MANDAL (Presentant) Son of Shri Samir Kumar Mondal Date of Execution - 22/04/2022 , , Admitted by: Self, Date of Admission: 22/04/2022, Place of Admission of Execution: Office				Apr 22 2022 1:37PM	LTI 22/04/2022	22/04/2022	
Name	Photo	Finger Print	Signature										
Shri SUDIP KUMAR MANDAL (Presentant) Son of Shri Samir Kumar Mondal Date of Execution - 22/04/2022 , , Admitted by: Self, Date of Admission: 22/04/2022, Place of Admission of Execution: Office													
Apr 22 2022 1:37PM	LTI 22/04/2022	22/04/2022											

B/35, Ganganagar, City:- , P.O:- Mukundapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx7P, Aadhaar No: 22xxxxxxx8869 Status : Representative, Representative of : BINAYAK GROUPS (as sole proprietor)

er Details :

	Photo	Finger Print	Signature
Tapesh Mishra son of Mr Debes Kumar Misra High Court, Calcutta, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001			
	22/04/2022	22/04/2022	22/04/2022

Identifier Of Mr Arjun Sharma, Shri SUDIP KUMAR MANDAL

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Arjun Sharma	BINAYAK GROUPS-6.6 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Arjun Sharma	BINAYAK GROUPS-300.00000000 Sq Ft

22-04-2022

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

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

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

Presented for registration at 13:30 hrs on 22-04-2022, at the Office of the D.S.R. - IV 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 99,81,002/-

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

Execution is admitted on 22/04/2022 by Mr Arjun Sharma, Son of Shri Muneshwar Sharma, 20, Heder Hat, P.O: Mukundapur, 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 Debes Kumar Misra, High Court, Calcutta, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 22-04-2022 by Shri SUDIP KUMAR MANDAL, sole proprietor, BINAYAK GROUPS (Sole Proprietorship), B/35, Ganganagar, City:- , P.O:- Mukundapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PJN:- 700099

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 13,060/- (B = Rs 13,000/- ,E = Rs 28/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 13,028/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/04/2022 10:09PM with Govt. Ref. No: 192022230012550818 on 21-04-2022, Amount Rs: 13,028/-, Bank SBI EPay (SBlePay), Ref. No. 2192915749730 on 21-04-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,071/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 9,971/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 9395, Amount: Rs.100/-, Date of Purchase: 28/03/2022, Vendor name: S B Das
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/04/2022 10:09PM with Govt. Ref. No: 192022230012550818 on 21-04-2022, Amount Rs: 9,971/-, Bank SBI EPay (SBlePay), Ref. No. 2192915749730 on 21-04-2022, Head of Account 0030-02-103-003-02

(Signature)

Anupam Halder

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 1604-2022, Page from 147186 to 147221
being No 160404132 for the year 2022.



Digitally signed by ANUPAM HALDER
Date: 2022.04.27 11:29:32 +05:30
Reason: Digital Signing of Deed.

Anupam Halder

(Anupam Halder) 2022/04/27 11:29:32 AM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)