

11 JUN 2024

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Sl. No. Date 11 JUN 20
Rs.
Name
Address

TAPESH MISHRA
ADVOCATE
CALCUTTA HIGH COURT
KOLKATA - 700 001

SMRITI BIKASH BAS
Govt. Licence Stamp Vendor
Alipore Police Court
KOL-27



Identified by:
Tapish Mishra
Advocate
High Court, Calcutta

District Sub-Registrar-IV
Registrar U/S 7 (2) of
Registration, 1908
Alipore, South 24 Parganas
20 JUN 2024

(1) SRI BIMAL ROY, (PAN - AFWPR5965E), (Aadhaar No.4872 9252 6697), son of Late Gopal Chandra Roy, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 22, Green Avenue, Santoshpur, presently P.S. Survey Park, (formerly P.S. Purba Jadavpur), Kolkata – 700 075, District – South 24-Parganas and **(2) SRI SUSANTA SARKAR, (PAN - ASWPS1348D), (Aadhaar No.6203 1313 9644),** son of Late Basudeb Sarkar, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 4/4, Kabi Sukanta Lane, P.O. Santoshpur, presently P.S. Survey Park, (formerly P.S. Purba Jadavpur), Kolkata – 700 075, District – South 24-Parganas, hereinafter jointly called and referred to as the **OWNERS/VENDORS/FIRST PARTY** (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include their legal heirs, executors, legal representatives, successors, administrators and assigns) of the **FIRST PART**

AND

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

WHEREAS by a Deed of Conveyance bearing the date 14th July, 1978 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas, recorded in Book No. 1, Being No. 4092 for the year 1978 the previous Vendor/Society namely The Jadavpur Co-Operative Land and Housing Society Limited, registered under the West Bengal Co-operative Society Act, 1940 (Registration No. 116/CAL of 1965) and having its registered office at Jadavpur University, P.S. Jadavpur, Kolkata - 700032 in the District of South 24-Parganas hereinafter referred to as **‘THE SAID SOCIETY’** absolutely purchased for a valuable consideration mentioned therein from one Sunil Kumar Mitra and others the

total land measuring an area of 10.93 Acres (Ten Acre Ninety three decimals) comprising in R.S. Dag Nos.83, 85, 87, 88, 89, 91, 131, 132, 135, 136 and 139, under Khatian No.101, J.L. No. 25, Touzi No. 56 situated in Mouza – Nayabad, in formerly Police Station - Kasba, at present P.S. Purba Jadavpur, in the District of 24-Parganas now South 24-Parganas, free from all encumbrances.

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

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

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

AND WHEREAS by a further Deed of Conveyance bearing dated 3rd December, 1979 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas and entered in Book No. 1, Being No. 5336 for the year 1979 '**THE SAID SOCIETY**' absolutely purchased for a valuable consideration as mentioned therein from Methor Bag and others the total land measuring more or less 3 (Three) Bighas (0.99 acres) comprising in Dag No. 196, J.L. No. 25, under Khatian No. 76, R.S. No. 3, Touzi No.56, Mouza – Nayabad, in formerly Police Station - Kasba, at present P.S. Purba Jadavpur, in the District of South 24-Parganas now South 24-Parganas, free from all encumbrances.

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

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

AND WHEREAS '**THE SAID SOCIETY**' became the absolute owner of the total land measuring about 45.52 acres [137 (One hundred Thirty Seven) Bighas 5 (Five) Cottahs 7 (Seven) Chittacks and 31 (Thirty one) Sq.ft.] by virtue of the aforesaid Deed of Conveyances so purchased from the above mentioned parties and was thus seized and possessed of and/or otherwise well and sufficiently entitled to their absolute and indefeasible right and interest free from all encumbrances, liens, charges, lispdens, attachments and is in khas possession thereon.

AND WHEREAS in pursuance of the object of developing the area for residential purposes of the members, the said Jadavpur Co-Operative Land and Housing Society Limited effected improvements thereon by filling earth and making the same of uniform level laid out roads, passages and divided the area into several plots of different sizes and measurements for distribution among the members of **'THE SAID SOCIETY'**.

AND WHEREAS pursuant to an application for membership of **"THE SAID SOCIETY"** made by the Member i.e. the previous Owner namely one Sri Smt. Hira Chowdhury, wife of Sri N. Choudhury of 10/1, Central Park, P.S. Jadavpur, Kolkata – 700 032, for obtaining a plot of land and agreeing to comply with the terms and conditions of the said **SOCIETY** for the demise thereof the Purchaser member i.e. the said Smt. Hira Chowdhury was admitted as a member of **'THE SAID SOCIETY'**.

AND WHEREAS by a resolution dated 02.05.1987 it was decided by **"THE SAID SOCIETY"** to allot different plots of land to its different members by lottery and such lottery was held on 31.05.1987 whereby the Member i.e. the said Smt. Hira Chowdhury, was allotted the plot of land, being Plot No.229 (Phase-I) measuring land area 3 (Three) Cottahs 8 (Eight) Chittacks 00 (Zero) Sq.ft. more or less, more particularly described in the **SCHEDULE – "A"** herein below and hereinafter referred to as **"THE SAID PLOT"** and the said Smt. Hira Chowdhury accepted such lottery.

AND WHEREAS the said previous Owner namely Smt. Hira Chowdhury, as the Purchaser therein paid a valuable consideration to **"THE SAID SOCIETY"** from time to time as required by "the said society" for allotment of the said plot in favour of her as the Member.

AND WHEREAS "THE SAID SOCIETY" appropriated the said sum in full payment of the consideration and allotted the said plot to the said Smt. Hira Chowdhury being all that the Plot No.229 (Phase-I) measuring more or less 3 (Three) Cottahs 8 (Eight) Chittacks 00 (Zero) Sq.ft. together with all easement rights over the 25' Feet wide Road by a registered Indenture of Conveyance dated 07.01.1991 made between "the said society" therein referred to as the Vendor Society of the one part and the said Smt. Hira Chowdhury, referred to as the Purchaser member of the other part and registered with the office of District Sub-Registrar at Alipore South 24-Parganas and entered in Book No. 1, Volume No. 332, at Pages 206 to 209, Being No. 387 for the year 1991, the said society for the

consideration therein mentioned transferred its all right title and interest in respect the said plot of land to the said Smt. Hira Chowdhury at or for the total consideration therein absolutely and forever.

AND WHEREAS after purchase said Smt. Hira Chowdhury, mutated her name and recorded the aforesaid land in the record of The Kolkata Municipal Corporation known and numbered as **K.M.C. Premises No. 3031, Nayabad**, within the **Ward No.109**, being **Assessee No.31-109-08-6080-3**, under P.S. Purba Jadavpur, presently Kolkata – 700094 (formerly Kolkata – 700 099), District – South 24-Parganas and had been paying Municipal Taxes and outgoings to the Competent Authority regularly.

AND WHEREAS in course of enjoying and possessing the said land due to some lawful grounds needing money said Smt. Hira Chowdhury sold, transferred, conveyed, assigned granted **ALL THAT** piece and parcel of the said homestead plot of land, measuring an area of 3 (Three) Cottahs 8 (Eight) Chittacks 00 (Zero) Sq.ft. be the same a little more or less together with a kutcha structure made of brick wall tile shed measuring an area of 100 (One Hundred) Sq.ft. more or less standing thereon, being Scheme Plot No. 229 (Phase-I), lying and situated in Mouza – Nayabad, J.L. No. 25, R.S. No. 3, under Collectorate's Touzi No. 56, comprised in R.S. No. 83 (Part), appertaining to R.S. Khatian Nos. 76, 90 & 101, Sub-Registration Office at Sealdah, within the limits of The Kolkata Municipal Corporation, Ward No. 109, known as **K.M.C. Premises No. 3031, Nayabad**, being Assessee No. 31-109-08-6080-3, under P.S. Purba Jadavpur, presently Kolkata – 700094 (formerly Kolkata – 700 099), District – South 24-Parganas as described in the **SCHEDULE - 'A'** below together with all rights of easements, appurtenances, appendages attached thereto with right to laying underground drains, cables and lines for electric, telephone, gas in favour of the previous Owner namely Sri Prabir Paul, son of Sri Surja Kumar Paul, residing at 5, Priyanath Ghosh Road, Post Office – Santoshpur, Police Station – Survey Park, Kolkata - 700075, District – South 24-Parganas by virtue of a registered Deed of Conveyance dated 27th February, 2008, registered in the office of the District Sub-Registrar – III, Alipore, South 24-Parganas and recorded in Book No. I, CD Volume No. 9, Pages from 3145 to 3169, being Deed No. 02437 for the year 2008 for a valuable consideration as morefully mentioned therein.

AND WHEREAS by virtue of the aforesaid Deed of Conveyance dated 27th February, 2008 said Sri Prabir Paul become the absolute Owner of All That piece and parcel

of homestead plot of land, measuring an area of 3 (Three) Cottahs 8 (Eight) Chittacks 00 (Zero) Sq.ft. be the same a little more or less being Plot No. 229 (Phase-I) free from all sorts of encumbrances and as per rules and Regulation of The Jadavpur Co-operative Land & Housing Society Ltd. said Sri Prabir Paul got admission into membership of the said Society on 27.02.2008 and entitled to enjoy requisite shares of the society.

AND WHEREAS thereafter said Sri Prabir Paul, mutated and recorded his name in the record of Ld. B.L. & L.R.O. Kasba vide Reference M/C. No. 283/14 and Memo No. 18/Mut/2527/BLLRO/ATM/Kasba/14 dated 09.06.2014 and accordingly the Mutation Certificate issued in favour of said Sri Prabir Paul from the end of Ld. B.L. & L.R.O. measuring land area 3 (Three) Cottahs 8 (Eight) Chittacks equivalent to 5.79 Decimals, comprising in R.S. Dag No. 83, under R.S. Khatian No. 101. The said Sri Prabir Paul also recorded his name in the record of The Kolkata Municipal Corporation in respect of his said purchased land area measuring an area of 3 (Three) Cottahs 8 (Eight) Chittacks 00 (Zero) Sq.ft. more or less within the jurisdiction of The Kolkata Municipal Corporation, Ward No. 109, being known as **K.M.C. Premises No. 3031, Nayabad**, having Assessee No. 31-109-08-6080-3, under P.S. Purba Jadavpur, presently Kolkata – 700094 (formerly Kolkata – 700 099), District – South 24-Parganas.

AND WHEREAS subsequently L.R. Operation was done in Nayabad area and the plot of land had been recorded and published in L.R. Record of Right in the name of said Sri Prabir Paul as Rayat being L.R. Khatian No. 1157, comprising in L.R. Dag No. 83 of Mouza - Nayabad, J.L. No.25, land share - 0.0071.

AND WHEREAS by virtue of a registered Deed of Conveyance dated 09.11.2022, registered in the office of District Sub-Registrar - IV, Alipore, South 24-Parganas and entered into Book No. I, Volume No. 1604-2022, Pages from 378476 to 378502, Being No. 160412913 for the year 2022, the present **OWNERS/VENDORS** herein namely **SRI BIMAL ROY** and **SRI SUSANTA SARKAR** have jointly purchased the aforesaid plot of land measuring land area of **3 (Three) Cottahs 8 (Eight) Chittacks 00 (Zero) Sq.ft. more or less** togetherwith one kutchha structure made of brick wall tile shed measuring an area of 100 (One Hundred) Sq.ft. more or less standing thereon, being **Scheme Plot No. 229 (Phase-I)**, lying and situate in **Mouza – Nayabad, J.L. No.25, R.S. No.3, Pargana – Khaspur, Touzi No.56**, comprising in **R.S. & L.R. Dag No. 83**, under **R.S. Khatian No. 101, L.R. Khatian No. 1157**, lying within the jurisdiction of

The Kolkata Municipal Corporation Ward No.109, known as **K.M.C. Premises No. 3031, Nayabad**, having Assessee No. **31-109-08-6080-3**, under P.S. Purba Jadavpur, presently Kolkata – 700094 (formerly Kolkata – 700 099), District – South 24-Parganas from said Sri Prabir Paul for a valuable consideration as mentioned in the said registered deed.

AND WHEREAS after purchase the present **OWNERS/VENDORS** namely **SRI BIMAL ROY** and **SRI SUSANTA SARKAR** jointly mutated their names in the record of The Kolkata Municipal Corporation in respect of their aforesaid purchased property being **K.M.C. Premises No. 3031, Nayabad**, within the **K.M.C. Ward No.109**, Assessee No.31-109-08-6080-3, presently Kolkata – 700094 (formerly Kolkata – 700 099).

AND WHEREAS thereafter the present **OWNERS/VENDORS** herein recorded their names in the record of the **Ld. B.L. & L.R.O.** and their names have been recorded and published in **L.R. Record of Right** being **L.R. Khatian Nos. 2906 & 2907**, in the name of **OWNERS/VENDORS No. 1 & 2** respectively, comprising in **L.R. Dag No. 83** of **Mouza - Nayabad, J.L. No.25**.

AND WHEREAS now the present **OWNERS/VENDORS** herein are the absolute joint owners of the said land measuring land area of **3 (Three) Cottahs 8 (Eight) Chittacks 00 (Zero) Sq.ft. more or less** togetherwith one kutchha structure made of brick wall tile shed measuring an area of **100 (One Hundred) Sq.ft. more or less** standing thereon, being **Scheme Plot No. 229 (Phase-I)**, lying and situate in **Mouza – Nayabad, J.L. No.25, R.S. No.3, Pargana – Khaspur, Touzi No.56**, comprising in **R.S. & L.R. Dag No. 83**, under **R.S. Khatian No. 101, L.R. Khatian Nos. 2906 & 2907**, lying within the jurisdiction of The Kolkata Municipal Corporation **Ward No.109**, known as **K.M.C. Premises No. 3031, Nayabad**, having Assessee No. **31-109-08-6080-3**, under P.S. Purba Jadavpur, presently Kolkata – 700094 (formerly Kolkata – 700 099), District – South 24-Parganas as described in the **SCHEDULE – A** below and they have been enjoying their said land and property without any interruption and hindrances by anybody else by paying necessary **K.M.C. Taxes** to The Kolkata Municipal Corporation.

AND WHEREAS the present **OWNERS/VENDORS** now decided to develop the **SCHEDULE -'A'** mentioned property by constructing a **Multi-storied residential building** with lift facility, comprising of a number of residential flats on the different floors and Car

Parking Space/s on the Ground Floor but due to paucity of fund, lack of technical knowledge, experience in the field of construction, have now decided to do the same by appointing a **DEVELOPER**, who is financially and technically sound to construct a Multi-storied residential building 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 **OWNERS** herein, has made a proposal in relation to the aforesaid development of the said property before the **OWNERS**. The **OWNERS** after necessary investigation and thorough understanding with the **DEVELOPER** herein, have 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 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 **OWNERS** herein have agreed to do so as per the terms and conditions as mentioned hereinafter.

AND WHEREAS the **DEVELOPER** i.e. the party of the **SECOND PART** herein has agreed to make the construction of the proposed Multi-storied residential-cum-commercial 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 Owners, the Owners' Allocation and accordingly the **OWNERS** shall get entire complete First Floor residential flat area and one residential Flat to be situated on the Third Floor, Northern side of the proposed building which will be 50% of Third Floor sanction area together with 50% of the sanction Car Parking area as well as commercial area, if any to be situated on the Ground Floor of the proposed building. The **OWNERS** 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 **OWNERS' ALLOCATION** as mentioned in the **SCHEDULE "B"** herein below.

AND WHEREAS the Party of the **SECOND PART** i.e. **DEVELOPER** herein shall get the rest construction in the proposed Multi-storied residential-cum-commercial building with lift facility excluding the **OWNERS' ALLOCATION**. The **DEVELOPER'S ALLOCATION** has been clearly mentioned and described in the **SCHEDULE "D"**

hereunder written. The Party of the **SECOND PART** shall erect the entire proposed Multi-storied residential-cum-commercial building with lift facility at its cost and its supervision and labour to be erected as per annexed Specification and also as per the sanction building plan to be sanctioned by The Kolkata Municipal Corporation and to meet up such expenses the **DEVELOPER** shall collect the entire money from the sale of the **DEVELOPER'S ALLOCATION** which shall be sold to the interested parties from whom the **DEVELOPER** shall collect the entire cost of construction as well as cost of land in connection with the said flats and Car Parking Space etc. The **DEVELOPER** shall enjoy the common rights and undivided proportionate share of land as mentioned in the **SCHEDULE - A and C** below.

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

1. **DEFINITION** : Unless there is anything repugnant to the subject or context the term:
 - (a) **OWNERS** : shall mean the parties of the **FIRST PART** herein namely (1) **SRI BIMAL ROY**, son of Late Gopal Chandra Roy, residing at 22, Green Avenue, Santoshpur, P.S. Survey Park, Kolkata – 700 075 and (2) **SRI SUSANTA SARKAR**, son of Late Basudeb Sarkar, residing at 4/4, Kabi Sukanta Lane, P.O. Santoshpur, P.S. Survey Park, Kolkata – 700 075 and their legal heir/heirs, executor/ executors, administrator/ administrators, and legal representative/ representatives.
 - (b) **DEVELOPER** : shall mean “**BINAYAK GROUPS**”, a Proprietorship Firm, having its registered office at B/35, Ganganagar, Post Office – Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, represented by its sole Proprietor namely **SRI SUDIP KUMAR MANDAL**, son of Sri Samir Kumar Mondal, residing at B/35, Ganganagar, Post Office – Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, District – South 24-Parganas for the time being and his respective, legal heirs, representatives, administrators and assigns.
 - (c) **TITLE DEED** : shall mean the documents referred to hereinabove in the recital.

- (d) **PREMISES** : shall mean the Property known as **K.M.C. Premises No. 3031, Nayabad, having Assessee No. 31-109-08-6080-3, within Ward No.109, under P.S. Purba Jadavpur, presently Kolkata – 700094 (formerly Kolkata – 700 099), District – South 24-Parganas, as mentioned and described in the SCHEDULE ‘A’ hereunder written.**
- (e) **BUILDING** : shall mean the proposed Multi-storied residential building with lift facility to be constructed on the said premises as per sanction building plan to be sanctioned by The Kolkata Municipal Corporation Borough Office - XII.
- (f) **COMMON FACILITIES AND AMENITIES** : shall include corridors, stair ways, passages ways, driveways, common lavatories, meter space, water and water lines and plumbing lines, lift, lift room, lift lobby, under ground water reservoir, over head water tank, water pump and motor, common toilet on Ground Floor, if any and other facilities, Care Taker’s Room, if any as mentioned in the **SCHEDULE “C”** hereunder written which may be mutually agreed upon **BETWEEN** the Parties herein and required for establishment, location, enjoyment, provisions, maintenance and/or management of the building and such common areas shall be enjoyed by the flat Owners who shall purchase the same from the **DEVELOPER**.
- (g) **OWNERS’ ALLOCATION** : The **OWNERS** shall jointly get entire complete First Floor residential flat area and one residential Flat to be situated on the Third Floor, Northern side of the proposed building which will be 50% of Third Floor sanction area together with 50% of the sanction Car Parking area as well as commercial area, if any to be situated on the Ground Floor of the proposed building. The **OWNERS** 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 **OWNERS’ ALLOCATION** as mentioned in the **SCHEDULE “B”** herein below.
- (h) **DEVELOPER’S ALLOCATION** : The **DEVELOPER** herein shall get the rest construction from the proposed building excluding the **OWNERS’ ALLOCATION**. The **DEVELOPER’S ALLOCATION** has been clearly mentioned and described in the **SCHEDULE “D”** hereunder written. The Party of the

SECOND PART shall erect the entire proposed Multi-storied residential-cum-commercial building with lift facility at its cost and its supervision and labour to be erected as per annexed Specification and also as per the sanction building plan to be sanctioned by The Kolkata Municipal Corporation and to meet up such expenses the **DEVELOPER** shall collect the entire money from the sale of the **DEVELOPER'S ALLOCATION** which shall be sold to the interested parties from whom the **DEVELOPER** shall collect the entire cost of construction as well as cost of land in connection with the said flats and Car Parking Space as well as commercial area, if any etc. The **DEVELOPER** shall enjoy the undivided proportionate share of land and all common rights as mentioned in the **SCHEDULE - A and C** below.

- (i) **THE ARCHITECT** : shall mean such persons who will be appointed by the **DEVELOPER** for both designing and planning the building on the said premises.
 - (j) **BUILDING PLAN** : would mean such plan to be prepared by the Planner/Architect for the construction of the building to be sanctioned by The Kolkata Municipal Corporation Borough Office - XII at the cost of the **DEVELOPER**.
 - (k) **TRANSFER** : with its grammatical variation shall include possession under an Agreement or part performance of a contract and by any other means in accordance with the Transfer of Property Act, 1882.
 - (l) **TRANSFeree** : shall mean any person, firm, limited company association of persons or body or individuals to whom any space in the building has been transferred.
2. **THIS AGREEMENT** : shall take effect from the date of execution of this agreement.
 3. **THE OWNERS DECLARE** as follows:
 - (a) That they are the absolute joint Owners and seized and possessed of and/or well and sufficiently entitled to the said property as described in the **SCHEDULE 'A'** below.

(b) That the **OWNERS** have a good marketable title in respect of the said **K.M.C. Premises No. 3031, Nayabad, having Assessee No. 31-109-08-6080-3, within Ward No.109, under P.S. Purba Jadavpur, presently Kolkata – 700094 (formerly Kolkata – 700 099), District – South 24-Parganas.**

(c) That the said property is free from all encumbrances, charges, liens, lispendens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.

4. **THE OWNERS AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT** as followings:

(a) That the **OWNERS** have hereby granted exclusive right to the **DEVELOPER** to undertake the new construction on the said Premises to be constructed by the **DEVELOPER** in accordance with the sanction building plan/plans to be sanctioned by The Kolkata Municipal Corporation.

(b) (i) **OWNERS' ALLOCATION** : the **DEVELOPER** shall give the **OWNERS** as the **OWNERS' ALLOCATION** as described in the **SCHEDULE 'B'** hereunder written and rest sale proceeds etc., of the project shall be enjoyed by the **DEVELOPER** herein.

(ii) **DEVELOPER'S ALLOCATION** : The **DEVELOPER** shall enjoy the Developer's Allocation as described in the **SCHEDULE-D** below.

(c) That all applications, plans and other papers and documents as may be required by the **DEVELOPER** for the purpose of obtaining necessary approval of building plan and its addition/alteration/modification/verification of the sanctioned building plan from the appropriate authorities to be prepared, signed and submitted by the **DEVELOPER** for and in the name of the **OWNERS** at the cost of **DEVELOPER** and if any addition/alteration/modification of making further plans for proposed construction are required the **OWNERS** 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 **OWNERS** in their names and on their behalf in connection with any or all of the matters aforesaid and the **OWNERS**, in such circumstances, shall give assistance/co-operation/signatures whenever necessary to the **DEVELOPER** for the interest of the proposed project.

- (e) That the **DEVELOPER-Firm** shall erect the building in the said premises as per said sanction building plan and for the same the **OWNERS** shall put their 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 **OWNERS** and represent them before the Government Authorities, local and public bodies if required in connection with the proposed construction work and the said building thereon in terms of this agreement and the **OWNERS** shall not raise any objections for it on the contrary the **OWNERS** shall give full co-operations for doing the proposed project.
- (j) That the **DEVELOPER** shall at its own costs construct and complete the proposed building at the said premises in accordance with the sanction building plan to be sanctioned by The Kolkata Municipal Corporation Office and as well as hereby annexed specifications and the **DEVELOPER** shall take all the responsibility and risk regarding the construction of the proposed building and further covenant to complete the said building within 24 (Twenty four) months from the date of sanction of the building plan and also from the date of taking over possession whichever is later and 6 (Six) months grace period.
- (k) That the **DEVELOPER** shall install in the said building at its own costs pump operated water connection through water lines in each floors/flats, water storage tanks, overhead water reservoir with suitable pump, electric wiring and installations other electrical things and also other facilities as are required to be provided in the new building constructed for sale of the flats etc. therein on Ownership basis and as mutually agreed upon.
5. **THE OWNERS 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 **OWNERS** positively give vacant possession of the entire premises as mentioned in the **SCHEDULE 'A'** hereunder to the **DEVELOPER** on and within 10 (Ten) days from the date of execution of this Agreement for making

construction work of the proposed building as per sanction building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office at the cost of the **DEVELOPER**.

- (iv) The **DEVELOPER** shall sell all the Developer's Allocation of the proposed building, as described in the **SCHEDULE 'D'** hereunder written **TOGETHER WITH** proportionate undivided share of land of the said premises and the common areas and facilities proportionately and proportionate services of common places. The **DEVELOPER** shall receive the advance and advances or part or full i.e. entire consideration money from the intending purchasers of the relative flats and/or all other portions of the building from the **DEVELOPER'S ALLOCATION** as per its terms and conditions and the **DEVELOPER** shall decide and fix up the such consideration money upon its allocation and services the same for the intending Purchaser(s) and by virtue of this Agreement the **DEVELOPER** shall have right to execute and register all the Conveyance/s, Deeds or Agreement for sale in favour of the intending Purchasers only upon the **DEVELOPER'S ALLOCATION**.
- (v) The **OWNERS** 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 OWNERS HEREIN EXECUTE THE POWER OF ATTORNEY IN FAVOUR OF THE DEVELOPER HEREIN BELOW:**

The **OWNERS** herein namely, (1) **SRI BIMAL ROY, (PAN - AFWPR5965E), (Aadhaar No.4872 9252 6697),** son of Late Gopal Chandra Roy, by faith – Hindu, by Occupation – Business,⁴ by Nationality – Indian, residing at 22, Green Avenue,

Santoshpur, presently P.S. Survey Park, (formerly P.S. Purba Jadavpur), Kolkata – 700 075, District – South 24-Parganas and (2) **SRI SUSANTA SARKAR, (PAN - ASWPS1348D), (Aadhaar No.6203 1313 9644)**, son of Late Basudeb Sarkar, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 4/4, Kabi Sukanta Lane, P.O. Santoshpur, presently P.S. Survey Park, (formerly P.S. Purba Jadavpur), Kolkata – 700 075, District – South 24-Parganas, do hereby appoint “**BINAYAK GROUPS**”, (PAN – **AKNPM2537P**), a Proprietorship Firm, having its registered office at B/35, Ganganagar, Post Office – Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, represented by its sole Proprietor namely **SRI SUDIP KUMAR MANDAL, (PAN – AKNPM2537P), (Aadhaar No. 2225 3389 8869), (Mob. No. 9830743940)**, son of Sri Samir Kumar Mondal, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at B/35, Ganganagar, Post Office – Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, District – South 24-Parganas, as their lawful Constituted Attorney on their behalf to do the following acts in respect of their property as mentioned in the **SCHEDULE** below:

- i. To look after and manage the property on behalf of the **OWNERS**.
- 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 our 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 our 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 our behalf.
- vi. To demarcate or delineate our 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 our 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, 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 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 and execute on behalf of the owners 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 **PRINCIPALS** i.e. **LAND OWNERS** herein on or before any necessary authorities including, The Kolkata Municipal Corporation, Fire brigade, West Bengal Police, necessary Departments of Government of West Bengal, in connection with the modification and/or 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 landowners as required for sanction, modification, addition and/or alteration horizontally or vertically 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 our 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 **OWNERS** 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 us before all authorities for fixation and/or finalization of the annual valuation of the said property and for that purpose to sign execute and submit necessary papers and documents and to do all other acts, deeds and things 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 our said premises or any part thereof and for that purpose to sign and execute all deeds, as our said Attorney shall think fit and proper as per 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 us before any Notary Public, office of the Additional District Sub-Registrar, Sealdah, District Sub-Registrar offices at Alipore, Addl. Registrar of Assurance/s at Kolkata, Metropolitan Magistrate and Other Office or Offices or Authority or Authorities having jurisdiction and to execute and register any kind of Deeds, Deed of Conveyances, Agreement for Sale, Deed of Declaration or Rectification, Deed of Amalgamation, Deed of Boundary Declaration and or any kind of instrument writing executed and signed by the said Attorney in any manner concerning the said property as per this registered Development Agreement in connection with the **DEVELOPER'S ALLOCATION** only and present the same before the Registrar for registration.
- xxviii. To take necessary steps for registration of the Developer's Allocation as mentioned in this said registered Development Agreement or any part alongwith the proportionate share of land by the Developer i.e. the Attorney herein.

- xxix. To convey, prosecute, enforce, defend answer and oppose all actions other legal proceedings regarding the said land and property or any part thereof.
- xxx. To file and defend suits, cases, appeals and applications of whatsoever nature for and on 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, vokatnamas, 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 **OWNERS** in respect of the said property by virtue of this Power of Attorney.

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

- (i) To get maximum sanction area from The Kolkata Municipal Corporation the **DEVELOPER** will take all the necessary steps and such sanction of modification or alteration is required shall be done at **DEVELOPER'S** cost.
- (ii) To complete the construction of the building within 24 (Twenty four) months from the date of sanction of the building plan and also from the date of taking over possession whichever is later and 6 (Six) months grace period. It is noted that due to unforeseen circumstances or act of God such as earthquake, flood, riot, any prevailing rule, cyclone or tempest if such construction work is hampered the such delay shall not be counted and the **DEVELOPER** shall have liberty to extend the time for a maximum period of another 6 (Six) months to cover '*Force Meajure*' period.

- (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 **OWNERS** whereby the **DEVELOPER** is prevented from enjoying, selling, assigning and/or disposing of any of the **DEVELOPER'S ALLOCATION** in the said building.
- (v) Completion time of the project shall be 24 (Twenty four) months from the date of sanction of the building plan and also from the date of taking over possession whichever is later and 6 (Six) months grace period.
- (vi) All expenses for the project including sanction building plan, soil test, supervision for construction of the proposed building and also Completion Certificate of the building shall be paid by the **DEVELOPER**. The **OWNERS** shall have to clear up and pay all the outstanding taxes and liabilities of K.M.C. including the effect of G.R., if any in respect of the said property up to the date of execution and registration of this Development Agreement and collect necessary Tax Clearance Certificate and Assessment Roll from the authority concerned and also have to pay up to date land tax (khajna). The **OWNERS** shall have to pay the K.M.C. taxes after getting possession of the Owners' 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 **OWNERS** hereby undertake that the **DEVELOPER** shall be entitled to the entire proposed construction excluding the Owners' Allocation and shall enjoy its Allocation without interference or disturbances from the Owners' end, provided the **DEVELOPER** shall perform all the construction work as per the terms and conditions as within mentioned including various specifications as laid down as per annexure.
- (ii) The **OWNERS** 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 Owners' Allocation) and the **OWNERS** shall join in the same when they shall be called for, if required.
- (iii) The **OWNERS** shall hand over the Original Title Deed, K.M.C. Mutation Certificate, 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 **OWNERS**. 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 Owners' Allocation in the said building the **OWNERS** 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 **OWNERS / FIRST PARTY** will not be held responsible or liable in any manner whatsoever.

- (vi) That during pendency of this Agreement if any one of the Owner leaves this material world, his/her legal heirs/successors shall have to abide by the terms and conditions of this Agreement without raising any objection and give full co-operation to the **DEVELOPER**. The **OWNERS' ALLOCATION** shall then remain unchanged.
- (viii) The **OWNERS** shall take proper initiative to enjoy all easement rights upon the adjacent passage on which the entire project depend upon.

8. JURISDICTION :

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

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

ALL THAT piece and parcel of presently homestead land measuring net land area of **3 (Three) Cottahs 8 (Eight) Chittacks 00 (Zero) Sq.ft. more or less** togetherwith one kutchha structure made of brick wall tile shed measuring an area of **100 (One Hundred) Sq.ft.** more or less having cemented flooring whereon a new Multi-storied residential-cum-commercial building with lift facility shall be erected as per sanction building plan to be sanctioned by The Kolkata Municipal Corporation Borough Office – XII, being Scheme Plot No. 229 (Phase-I), lying and situate in Mouza – Nayabad, J.L. No.25, R.S. No.3, Pargana – Khaspur, Touzi No.56, comprising in R.S. & L.R. Dag No. 83, under R.S. Khatian No. 101, L.R. Khatian Nos. 2906 & 2907, lying within the jurisdiction of The Kolkata Municipal Corporation Ward No.109, known as K.M.C. Premises No. 3031, Nayabad, having Assessee No. 31-109-08-6080-3, under P.S. Purba Jadavpur, presently Kolkata – 700094 (formerly Kolkata – 700 099), District – South 24-Parganas. The entire property is butted and bounded by :

ON THE NORTH : By Scheme Plot No. 228 ;
ON THE SOUTH : By Scheme Plot No. 229A ;

ON THE EAST : By Scheme Plot Nos. 201 & 202 ;
ON THE WEST : 25' Ft. wide K.M.C. Road.

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

The OWNERS shall get entire complete First Floor residential flat area and one residential Flat to be situated on the Third Floor, Northern side of the proposed building which will be 50% of Third Floor sanction area together with 50% of the sanction Car Parking area as well as commercial area, if any to be situated on the Ground Floor of the proposed building. The OWNERS shall also enjoy the undivided proportionate share of land and also the other common rights and facilities of the proposed building as mentioned in the SCHEDULE "A" above and SCHEDULE "C" herein below. This is the called the OWNERS' ALLOCATION.

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

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

8. Drainages and sewerages including man-hole, junction pits etc. and drive way.
9. Boundary walls, main gate and/or side gates if any.
10. Vacant space and common Toilet, if any on the Ground Floor.
11. Lift and lift machine room of the building
12. Right of egress and ingress of car from the Car Parking Space to the outside road through common vacant space situated in front of the Car Parking Space.
13. Such other common parts, areas, equipments and installations, fixtures, fittings and spaces in or about the said building as are necessary for passage to other user and occupier of the Unit in common and as are specified by the Developer expressly to be the common parts after construction of the building.

SCHEDULE – ‘D’ ABOVE REFERRED TO
(DEVELOPER’S ALLOCATION)

The **DEVELOPER** herein shall get the rest construction of the proposed Multi-storied residential building with lift facility excluding the **OWNERS’ ALLOCATION**. The Party of the **SECOND PART/ DEVELOPER** shall erect the entire proposed Multi-storied residential-cum-commercial building with lift facility at its cost and its supervision and labour to be erected as per annexed Specification and also as per the sanction building plan to be sanctioned by The Kolkata Municipal Corporation and to meet up such expenses the **DEVELOPER** shall collect the entire money from the sale of the **DEVELOPER’S ALLOCATION** which shall be sold to the interested parties from whom the **DEVELOPER** shall collect the entire cost of construction as well as cost of land in connection with the said flats and Car Parking Space as well as commercial area, if any 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. Abhijit Kumar Mishra
69/1, Baghajatin Place
Kolkata-70086

1. Binu Roy

2. Susanta Sarker

2. Tapesha Mishra
Advocate
High Court,
Calcutta.

SIGNATURE OF THE OWNERS

BINAYAK GROUPS
Sudip Kumar Mondal
Proprietor

SIGNATURE OF THE DEVELOPER

Read over, explained in Vernacular to the Parties and admitted to be correct and as per the instructions given by the parties, drafted by me and prepared in my chamber.

Tapesha 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: tapesha.mishra85@gmail.com

ANNEXURE : X

SCHEDULE OF WORK
(GENERAL SPECIFICATION OF THE ENTIRE BUILDING/CONSTRUCTION
SAVE & EXCEPT THE OWNER'S ALLOCATION)

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 OWNERS, for such extra work, the OWNERS shall pay the necessary cost to the DEVELOPER.

Pamir Roy
 Susanta Sankar

BINAYAK GROUPS
 Sudip Kumar Mandal
 Proprietor



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

Name BIMAL ROY

Signature Bimal Roy



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

Name SUSANTA SARKAR

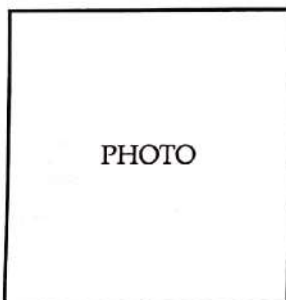
Signature Susanta Sarkar



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

Name SUDIP KUMAR MANDAL

Signature Sudip kumar mandal



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

Name

Signature

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



192024250084695428

GRN Details

GRN:	192024250084695428	Payment Mode:	SBI Epay
GRN Date:	19/06/2024 23:51:09	Bank/Gateway:	SBIePay Payment Gateway
BRN :	4087823010812	BRN Date:	19/06/2024 23:51:29
Gateway Ref ID:	241716380295	Method:	HDFC Retail Bank NB
GRIPS Payment ID:	190620242008469541	Payment Init. Date:	19/06/2024 23:51:09
Payment Status:	Successful	Payment Ref. No:	2001515827/2/2024

[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr TAPESH MISHRA
Address: H C CALCUTTA
Mobile: 9836115120
Period From (dd/mm/yyyy): 19/06/2024
Period To (dd/mm/yyyy): 19/06/2024
Payment Ref ID: 2001515827/2/2024
Dept Ref ID/DRN: 2001515827/2/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001515827/2/2024	Property Registration- Stamp duty	0030-02-103-003-02	9970
2	2001515827/2/2024	Property Registration- Registration Fees	0030-03-104-001-16	28
			Total	9998

IN WORDS: NINE THOUSAND NINE HUNDRED NINETY EIGHT ONLY.

PAID



Major Information of the Deed

Deed No :	I-1604-06839/2024	Date of Registration	20/06/2024
Query No / Year	1604-2001515827/2024	Office where deed is registered	
Query Date	19/06/2024 11:43:08 PM	D.S.R. - IV SOUTH 24-PARGANAS, District:	South 24-Parganas
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]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 66,41,998/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,070/- (Article:48(g))	Rs. 60/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :




District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, , Premises No: 3031, , Ward No: 109 Pin Code : 700094

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha 8 Chatak	1/-	66,14,998/-	Width of Approach Road: 25 Ft.,
Grand Total :				5.775Dec	1 /-	66,14,998 /-	



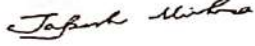
Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	27,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	1 /-	27,000 /-	

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			Signature
1	Name Mr Sudip Kumar Mandal Son of Mr Samir Kumar Mondal Date of Execution - 20/06/2024, , Admitted by: Self, Date of Admission: 20/06/2024, Place of Admission of Execution: Office	 Jun 20 2024 3:06PM	 Captured LTI 20/06/2024	 20/06/2024
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, Date of Birth:XX-XX-1XX8 , PAN No.:: AKxxxxxx7P, Aadhaar No: 22xxxxxxxx8869 Status : Representative, Representative of : Binayak Groups (as Sole Proprietor)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Tapes Mishra Son of Mr D K Misra High Court, Calcutta, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001	 20/06/2024	 Captured 20/06/2024	 20/06/2024
Identifier Of Mr Bimal Roy, Mr Susanta Sarkar, Mr Sudip Kumar Mandal			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Bimal Roy	Binayak Groups-2.8875 Dec
2	Mr Susanta Sarkar	Binayak Groups-2.8875 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Bimal Roy	Binayak Groups-50.00000000 Sq Ft
2	Mr Susanta Sarkar	Binayak Groups-50.00000000 Sq Ft

Endorsement For Deed Number : I - 160406839 / 2024

On 20-06-2024

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

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

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

Presented for registration at 13:43 hrs on 20-06-2024, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Mr Bimal Roy , one of the Executants.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 66,41,998/-

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

Execution is admitted on 20/06/2024 by 1. Mr Bimal Roy, Son of Late Gopal Chandra Roy, 22, Green Avenue, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession Business, 2. Mr Susanta Sarkar, Son of Late Basudeb Sarkar, 4/4, Kabi Sukanta Lane, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, 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 20-06-2024 by Mr 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, 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 60.00/- (E = Rs 28.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 28/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/06/2024 11:51PM with Govt. Ref. No: 192024250084695428 on 19-06-2024, Amount Rs: 28/-, Bank: SBI EPay (SBlePay), Ref. No. 4087823010812 on 19-06-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,070/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 9,970/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 3340, Amount: Rs.100.00/-, Date of Purchase: 11/06/2024, Vendor name: Smriti Bikash Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/06/2024 11:51PM with Govt. Ref. No: 192024250084695428 on 19-06-2024, Amount Rs: 9,970/-, Bank: SBI EPay (SBlePay), Ref. No. 4087823010812 on 19-06-2024, 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 1604-2024, Page from 211137 to 211177
being No 160406839 for the year 2024.



Amondal

Digitally signed by Dilip Kumar Mondal
Date: 2024.06.27 15:58:19 +05:30
Reason: Digital Signing of Deed.

(Dilip Kumar Mondal) 27/06/2024
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.