

BLNO. 1019/2024

J-1106/2024



पश्चिम बंगाल WEST BENGAL

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Mogolpur

This document is
admitted to registration
the signature of the
undersigned, who attests that
it is the true and correct copy.

Signature

Registrar U/S 7 (2)
of Registration Act.
1908 Paschim Medinipur

09 FEB 2024

DEVELOPMENT AGREEMENT

OR

CONSTRUCTION AGREEMENT

Padmashree
Mina Jona
(Gope)

Baby Gop.

THIS DEVELOPMENT AGREEMENT is made for the
construction of Multi Storied building and its extension thereof
on this 9TH day of February, 2024 (Two Thousand and Twenty
Four)

Binda Construction
Pameli Singh
Partner

Binda Construction
Koushal Singh
Partner



Mina Jana
Mina Jana (Gope)



Padmalochan Gope



Baby Gop.

BETWEEN

1 PARTIES:

1.1 OWNERS:

MINA JANA @ MINA JANA GOPE [PAN:AFMPJ0262L; AADHAAR NO. 4373 9634 5334] Wife of Sukhendu Sekhar Jana, by caste- Hindu, by occupation – Housewife. residing at 'Bhatri Bhaban' near Khakri Masjid, Darua, P.O.- Uttar Darua, P.S- Contai, District- Purba Medinipore-721401 West Bengal;

Padmalochan Gope
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Mina Jana
@ Mina Jana (Gope)

1.1.1 PADMALOCHAN GOPE [PAN:DKIPG0309F; AADHAAR NO. 3939 6427 7586] Son of Late Ram Narayan Gope, by caste- Hindu, by occupation – Retd. Person. residing at Sepoy Bazar, P.O & P.S- Midnapore, District- Paschim Medinipore-721101 West Bengal;

1.1.2 BABY GOP [PAN:ADJPG9580H; AADHAAR NO. 9261 9987 3044] Daughter of Late Ram Narayan Gope by caste- Hindu, by occupation – Housewife. residing at Kshudiram Nagar, P.O & P.S- Midnapore, District- Paschim Medinipore-721101 West Bengal; all are Indian Citizen.

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Purnali Singh
Partner

Hereinafter collectively known as the "OWNERS" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns) of the ONE PART;

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Koushal Singh
Partner



AND

2. DEVELOPER:

2.1 **BINDA CONSTRUCTION, PAN: ABBFB2382G** a Partnership firm having office at Akriti apartment, Ground Floor, Colonelgola, P.O. & P.S. Midnapur, Dist. Paschim Medinipur-721101 represented by its Partner namely-

2.1 **PAUSALI SINGH, W/O Sri Kaushal Singh**, Indian Citizen, by Caste - Hindu, by Profession - Business, resident of, Purnima Apartment 2nd floor Flat No -G, Hatarmath P.O.-Midnapore P.S. Kotwali, Dist. Paschim Medinipur, PIN -721101, PAN - CGOPS2781Q, Adhar No- 9301 3269 1051.

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Mina Jana (Jore)
@ Mina Jana (Jore)*

AND

2.2 **KAUSHAL SINGH, S/O Late Ajay Narayan Singh**, Indian Citizen, by Caste - Hindu, by Profession - Business, resident of, Purnima Apartment 2nd floor Flat No -G, Hatarmath P.O.-Midnapore P.S. Kotwali, Dist. Paschim Medinipur, PIN -721101, PAN - BOMPS2053A, Adhar No- 9533 8187 8290. carrying on Business under the name and style of "**BINDA CONSTRUCTION**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include theirheirs, legal representatives, executors, successors and/or assigns) of the **OTHER PART**.

*Binda Construction
Pausali Singh
Partner*

*Binda Construction
Kaushal Singh
Partner*

SECTION-I # DEFINITIONS:

3. DEFINITIONS: Unless in this Agreement there be something contrary or repugnant to the subject or context:-

- i. "Appropriate Authorities" shall according to the context mean all or any of the Central or State Government or any department thereof and/or its officers and functionaries and also all other State, Executive, Judicial or Quasi-Judicial authorities, Local Authority, Government Company, Statutory Bodies and/or other authorities and include Collector, Municipal Engineering Directorate, Zilla Parishad, Planning Authority, Development Authority, B.L.&L.R.O., D.L.&L.R.O., Collector, Real Estate Authorities, Fire Brigade, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Municipal Authority, Midnapore- Kharagpur Development Authority, Airport Authority, Police Authorities, Law Enforcement Authorities, Pollution Control Authorities, Fire Service Authorities, Insurance Companies, Income Tax Authorities, Goods and Service Tax Authorities, Courts, Tribunals, Judicial and Quasi-Judicial authorities and forums having jurisdiction over the relevant activity and include the concerned Service/Utility Providers for electricity, water, drainage, sewerage, lift, generator, telecom, television, wireless connectivity, digital and other utilities whatsoever or howsoever.

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@ Mina Jara (gore)

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Pawali Singh.
Partner

Binda Construction
Koushal Singh.
Partner

- ii. **"Building Complex"** shall mean and include the Subject Property and the New Buildings thereat with the Common Areas and Installations and all other open and covered spaces thereat.
- iii. **"Building Plans"** shall mean the plans for construction of the New Buildings to be caused to be sanctioned by the Developer from the Midnapore Municipality and/or other Appropriate Authorities and include all modifications and/or alterations as may be made thereto as also all extensions and/or renewals thereof.
- iv. **"Common Areas and Installations"** shall mean such parts, portions and areas in the Subject Property which the Developer may from time to time identify and earmark for common use by all or any one or more of the Transferees or any other person in common with the Owners and/or the Developer and include any variations or relocations thereof as may be made by the Developer. A list of tentative Common Areas and Installations is given in the **SECOND SCHEDULE** hereto.
- v. **"Common Purposes"** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the Transferees thereof; collection and disbursement of the Common Expenses; the purpose of regulating mutual rights, obligations and liabilities of the Transferees thereof; and dealing with all matters of common interest of the Transferees thereof.

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Mina Jamar
@ Mina Jamar (Gop)

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Ranali Singh
Partner

Binda Construction
Kanshal Singh
Partner

- vi. "Completion of Construction" in respect of any Unit or New Buildings or part thereof forming part of the Building Complex shall mean the compliance of requirements mentioned in clause 8.13.2 hereto.
- vii. "Developer's Allocation" shall mean and include all saleable areas in the Building Complex except the Owners' Allocation and include all other properties and rights belonging to the Developer in terms and include those defined in the **FOURTH SCHEDULE** hereunder written.
- viii. "Encumbrances" shall include mortgages, charges, security interest, liens (including negative lien), lis pendens, hypothecations, attachments, leases, tenancies, bargadar, occupancy rights, licenses, uses, debutters, trusts, bankruptcy, insolvency, wakfs, acquisition, requisition, vesting, any other encumbrance, claims, demands and liabilities whatsoever or howsoever;
- ix. "Force Majeure" shall mean any event or combination of events or circumstances beyond the control of a Party including (a) Acts of God i.e. fire, draught, flood, earthquake, storm, lightning, epidemics, pandemic and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs, civil disturbances, curfew etc.; (d) Civil commotion, insurgency, war or enemy action or terrorist action; (e) Change in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by court of law, Arbitrator, Government; (f) Non-functioning of any existing or new Appropriate Authorities due to any reason whatsoever including any lockdown imposed by the Government of India or the Government of West Bengal.

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Mina Jance
@ Nina Jance (Gope)

Binda Construction
Pamali Singh
Partner

Binda Construction
Kavindra Singh
Partner

- x. "New Buildings" shall mean the one or more buildings and other structures to be constructed from time to time at or portion/s of the Subject Property.
- xi. "Owners' Allocation" shall mean and include those defined in the **FOURTH SCHEDULE** hereunder written.
- xii. "Parking Spaces" shall mean the spaces at the Building Complex including at covered space, open area or under a shade at the open area or mechanized multilevel systems at the open area for parking of motor cars and/or two-wheelers.
- xiii. "Pass Through Charges" shall mean the Goods and Service Tax or any substitutes, additions or alterations thereof and any other impositions, levies or taxes (other than Income Tax) on the Transfer in favour of the Transferees.
- xiv. "Real Estate Laws" shall mean Real Estate (Regulation and Development) Act, 2016, and include all the amendments and substitutes thereof and also all rules, regulations and byelaws framed thereunder.
- xv. "Shares in land" shall mean the proportionate undivided share in the land of whole or part of the Subject Property attributable to any Unit.
- xvi. "Subject Property" shall mean the piece or parcel of land morefully and particularly described in the **FIRST SCHEDULE** hereunder written.
- xvii. "Transfer" (with grammatical variations) shall insofar as the same relates to Units shall mean transaction of sale or lease or any other mode of transfer and insofar as the other Transferable Areas shall mean transaction by sale, grant or otherwise.

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Ravali Singh
Partner

Binda Construction
Kavshali Singh
Partner

xviii. "Transferable Areas" shall mean the Units, Parking Spaces, private/reserved terraces/roofs with or without any facilities and all other areas at the Building Complex capable of being transferred independently or by being added to the area of any Unit or by making the same appurtenant to any Unit or otherwise and shall also include any area, right or privilege at the Building Complex capable of being commercially exploited or transferred for consideration in any manner and include the proportionate undivided shares in land and/or the Common Areas and Installations appurtenant to the Units but shall not include those forming part of the Owners Allocation.

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Mina Jarna (Gope)
@ Mina Jarna (Gope)

xix. "Transferees" shall mean the persons to whom any Transferable Areas in the Building Complex is Transferred or agreed to be Transferred by the Developer.

xx. "Units" shall mean the independent and self-contained residential apartments and non-residential shops, offices and other spaces including any private/reserved terraces/roofscapable of being exclusively held used or occupied by a person.

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Pameli Singh
Partner

b. INTERPRETATION:

- i. Reference to any clause shall mean such clause of this Agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this Agreement and include any parts of such Schedule.
- ii. Headings, Clause Titles, Capitalized expressions and Bold expressions are given for convenience only and shall not be

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Koushal Singh
Partner

used for or influence the interpretation of any clause or sub-clause hereof.

- iii. Words of any gender are deemed to include those of the other gender;
- iv. Words using the singular or plural number also include the plural or singular number, respectively;
- v. The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Articles of this Agreement, as the case may be;
- vi. Reference to the word "include" shall be construed without limitation;
- vii. The Schedules/Annexure and recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to be a breach of this Agreement;
- viii. Reference to a document, instrument or agreement (including, without limitation, this Agreement) is a reference to any such document, instrument or agreement as modified, amended, varied, supplemented or novated in writing from time to time in accordance with the provisions.

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@ Minna Jana (Gope)

Binda Construction
Pamali Singh
Partner

SECTION-II # RECITALS AND REPRESENTATIONS:

4. RECITALS/REPRESENTATIONS:

a. RECITALS:

- i. The Owners are the full and absolute Owners of the Subject Property. The mode and manner of acquisition of title by the Owners is more fully set out in the **FIFTH SCHEDULE** hereunder written.

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Koushal Singh
Partner

- ii. Pursuant to discussions between the parties and the representations as hereinafter contained, the Owners and the Developer have agreed to enter into this agreement whereby the Developer shall, inter alia, be entitled to the exclusive right to develop the Building Complex and with the approval of the Owners Transfer the Transferable Areas except owners allocation to interested Transferees and be entitled to the Developer's Allocation and other benefits and the Owners shall, inter alia, be entitled to the Owners Allocation and other benefits hereinstated.

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b. REPRESENTATIONS:

- i. The Owners made the following several representations, assurances and warranties to the Developer based on the papers available to them relating to the Property herein and having being handed over the photocopies of the deed, BLLRO record, BLLRO mutation, khajna receipt, Midnapore Municipality tax receipt to the Developer herein and the Developer after being fully satisfied regarding the genuineness and legality of the same have relied upon the same for the purpose of entering upon this Agreement and the transaction envisaged herein:

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Ranadi Singh
Partner

1. That the Owners are presently the full and absolute Owners of the Subject Property with good marketable title free from all Encumbrances whatsoever and in khas vacant and peaceful possession thereof. The facts about the Owners deriving title to the Subject Property is mentioned in the **FIFTH SCHEDULE** hereto and the same are all true and correct to the best of their knowledge and belief.
2. The Subject Property is demarcated by physical and legal demarcations.

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Koushal Singh
Partner

3. There are boundary walls on the North, West, East and South of the Subject Property.
4. That there is no notice of acquisition or requisition or alignment under the Land Acquisition Act or The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 received or pending in respect of the Subject Property or any part thereof and the Subject Property or any part thereof does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any other law whatsoever.
5. That neither the Subject Property nor any part thereof has been attached or forfeited and/or is liable to be attached or forfeited under any laws or order or decree of any authority or Court of Law or due to Income Tax, Foreign Exchange, Money Laundering or any other Statutory Dues or Public Demand.
6. There is no impediment, obstruction, restriction or prohibition in the Owners entering upon this Agreement and/or in the development and transfer of the Subject Property.
7. That the original documents of title in respect of the Subject Property are in the personal custody of the Owners and the same have not been deposited with anyone nor confiscated or seized by any authority nor used as security or collateral security or bond or otherwise in respect of any activity or transaction whatsoever.
8. There is no suit, dispute, claim or other legal proceeding, civil, criminal or revenue is pending by or against the Owners and/or any other person affecting or in any way

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Pamali Singh
Partner

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Kavsha Singh
Partner

relating to the Subject Property and there is no legal proceeding, dispute or claim affecting the Subject Property and/or the Owners.

9. That there is no injunction, status quo, prohibition or other order or condition in any way relating to or affecting the Subject Property in any manner.
10. That the Owners have not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever.
11. That the Owners have not entered upon any agreement or contract with any other person in connection with the Subject Property or any part thereof or its development/sale/transfer nor have executed any power of attorney in favour of any person nor have otherwise dealt with the Subject Property or any part thereof prior to execution of this Agreement.
12. That the Owners have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Subject Property or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the development transfer and other activities envisaged under this Agreement.
13. That the Owners or their predecessors in title have not mortgaged or charged or provided security interest in respect the Subject Property or any part thereof and there is no notice or proceeding for realization or recovery of the dues of the Bank nor is there any notice or proceeding of winding up or bankruptcy or insolvency proceedings under the Securitization and Reconstruction of Financial Assets and

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Partner

Enforcement of Security Interest Act, 2002 or the Companies Act or Insolvency and Bankruptcy Code or before the Debts Recovery Tribunal or before any Court or Tribunal filed or pending against the Owners.

14. That there is no difficulty in the compliance of the obligations of the Owners hereunder.

3.3. REPRESENTATIONS OF DEVELOPERS: The Developer has represented and assured the Owners, inter alia, as follows:-

3.3.1. The Developer is carrying on business of construction and development of real estate and has infrastructure, expertise and resources in this field.

3.3.2. The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.

3.3.3. The Developer has full power and authority and has all material governmental licenses, consents and approvals necessary to own its assets and properties and to carry on its business as now conducted.

3.3.4. Subject to the terms hereof, there is no difficulty in compliance of the obligations of the Developer hereunder.

- d. The parties are now entering upon this Agreement to put into writing all the terms and conditions agreed between them in connection with the development of the Subject Property and the administration and Transfer of the Building Complex and the respective rights and obligations of the parties in respect of the same as hereinafter contained.

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@ Nina Jena (copy)

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Partner

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Koushal Singh
Partner

SECTION-III # WITNESSETH:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

5. AGREEMENT AND CONSIDERATION:

- a. The Owners hereby agree to provide the entirety of the Subject Property and hereby grants to the Developer exclusive right and authority to develop the Subject Property as a Building Complex and to Transfer and administer the Building Complex on the terms and conditions hereinafter contained and in consideration thereof and further in consideration of the obligations, covenants, terms and conditions contained herein and on the part of the Owners to be observed, fulfilled and complied with, the Developer has agreed to the same on the terms and conditions hereinafter contained.
- b. With effect from the date hereof, the Developer shall have the sole and exclusive rights, authorities and entitlements (a) to develop and construct or cause to be developed and constructed the Building Complex at the Subject Property, (b) to administer the Building Complex in the manner and until the period as morefully contained herein, (c) to Transfer all the Transferable Areas with the approval of the Owners herein and only after full and complete disbursement of owners allocation, (d) to the Developer's Allocation, and (e) to all other properties benefits and rights of the Developer hereunder or to which the Developer is entitled hereunder; And the Owners shall be entitled (a) to the Owners' Allocation and (b) all other properties benefits

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Ramesh Singh
Partner

and rights of the Owners hereunder or to which the Owners are entitled hereunder; on and subject to the terms and conditions hereinafter contained.

- c. The New Buildings shall be constructed or caused to be constructed by the Developer at his own costs and expenses upon complying with all provisions of law. The Owners hereby agree to sell and transfer the Shares in land attributable to the Transferable Areas in the Developer's Allocation in favour of the concerned Transferees and the sale of the same shall be completed upon Completion of Construction of the concerned Unit.
- d. The agreement and the rights of the Developer shall be and remain valid and subsisting at all times and cannot be cancelled except only in accordance with any specific terms and conditions mentioned in this development agreement which inter alia means the violation of this development agreement.
- e. Notwithstanding anything elsewhere to the contrary contained in this agreement it is expressly agreed and understood by and between the parties hereto that no obligation of the Developer shall commence till the complete lifting of any lock-down or restrictions due to Covid 19 and also the normal functioning of government departments and movement of people beginning thereafter.

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Nina Jena
@ Nina Jena (Gofa)

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Purnali Singh
Partner

Binda Construction
Kavindra Singh
Partner

6. OBLIGATIONS OF OWNERS:

a. ATTRIBUTES REQUIRED FOR SUBJECT

PROPERTY: The Owners shall be wholly responsible and liable to cause and ensure the availability of the Subject Property towards the development and Transfer in terms hereof. In connection with the Subject Property, the Owners shall be bound to comply with and meet the following attributes.

- i. **Free from Encumbrances:** The Owners have agreed to provide the Subject Property free from all Encumbrances and with vacant and peaceful possession duly secured by boundary walls and gates and directly abutting public road.
- ii. **Physical Possession:** There is or shall be no claim or interference or obstruction of any other person as regards possession of the Subject Property or any part thereof.
- iii. **Fit for Development:** The Subject Property is and shall continue to remain fit for development of the Building Complex and Transfer of the Transferable Areas in the Developer's Allocation therein.
- iv. **Clearances:** The Owners shall help the Developer for and obtain the necessary permissions, clearances or certificates from any Appropriate Authorities as may be required in respect of the land and/or title of the Subject Property or to make the same fit for Development. The Developer shall take lead in assistance with the Owners in taking out such certificates and permissions at the costs and expenses of the Developer.
- v. **Errors:** In case records of the B.L. & L.R.O., Municipality and/or any other Appropriate Authorities contain any error, defect, discrepancy, omission, inconsistency or mis-description

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in numbering, mutation, area, nature of use, share etc. or require any correction or rectification or change, the Owners shall co-operate the developer to cause the same to be applied for correction and rectification and pursued diligently to obtain the same at the earliest at the cost of Developer. Owner will not bear any cost regarding the same.

vi. **Dues on the Subject Property:** The Owners will co-operate the developer to pay and clear upto date land revenue, property tax and any other dues or taxes, if any outstanding in respect of the Subject Property at the cost of the Developer. Owner will not bear any cost regarding the same.

b. **COMPLIANCE OF REAL ESTATE LAWS:** The Owners shall comply with all requirements of Real Estate Laws as applicable to a Land Owner and/or pertaining to land and title.

c. **TIME AND COSTS AND EXPENSES FOR OBLIGATIONS OF OWNERS:** Unless otherwise expressly mentioned:-

- i. Save as expressly mentioned herein, the Developer shall not be liable for any costs, charges, outgoings and expenses on any account whatsoever in respect of the several obligations of the Owners contained herein and the Owners shall be exclusively liable therefor.
- ii. The time for compliance of the several obligations of the Owners shall be within 120 (one hundred twenty) days from the date of execution hereof or if the situation for the same arises later then within 120 (one hundred twenty) days of the situation arising or such further time as the Developer may allow as per the situation.

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Partner

d. TITLE DEEDS & OTHER DOCUMENTS:

- i. The Owners shall deliver all original records of rights and title deeds relating to the Subject Property in his custody particulars whereof are mentioned in the **SIXTH SCHEDULE** hereto and hereinafter referred to as "the said Documents", to the Developer, simultaneously with the execution hereof. Upon completion of sale and transfer of all the Units and/or Transferable Areas in the Building Complex, the Developer will have the right to obtain the originals of whatever documents handed over by the Owners to the Developer's Advocate and any further documents that may be deposited with the Developer's Advocate during the course of development, and to deliver the same to the Association of the Transferees of the New Buildings. After the completion of the project work, the Developer is liable to deliver Certified copy of the Owner's Title Deed/s to the Land Owner.
- ii. The Developer shall be entitled from time to time and at all times to produce, submit, deliver, give copies and extracts of and from the said Documents before government and semi government bodies and authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi-judicial forums, service providers and other persons and authorities as may be required. The Developer shall also be entitled to produce and give/deliver/deposit the said Documents or copies and extracts of and from the said Documents before banks or other financial institutions who would be providing finance/loans/advances to the Developer for development of the Subject Property and also provide inspection and give copies thereof to any financier giving loans or advances to any Transferee.

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@ Mina Jara (Copy)

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Kavitha Singh
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iii. In the event of the Owners being required to produce the said Documents in terms of any covenant to such effect being contained in any title deed, the Owners shall be entitled to call upon the said Developer to cause the same to be produced for inspection or otherwise generally to produce the same as the Owners may be called upon to in terms of the covenants contained in the said title deeds forming part of the said Documents.

e. POSSESSION:

The Owners shall simultaneously with the execution hereof deliver vacant peaceful possession of the Subject Property to the Developer for the purpose of development envisaged herein.

f. BANK FINANCE: As it is necessary to arrange fund for completing the project and the owners have agreed to mortgage the landed properties as in schedule below by deposit of title deeds in favour of the financing bank or financial institution from which finances is to be taken and for that purpose the OWNERS FIRST PARTY have empowered the DEVELOPER SECOND PARTY by a registered power of Attorney to do all such acts of depositing title deeds to create mortgage and to take finance in the name of the firm and the DEVELOPER SECOND PARTY also undertakes liability to pay sum along with interest and costs in full. In no case the owners shall be made liable for the dues of the firm on account of the loan taken by them. But the OWNERS FIRST PARTY hereby undertake to cooperate the DEVELOPER SECOND PARTY for creation of valid mortgage by executing or signing documents as & when necessary.

Radhacharan Gope
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Mina Jona
@ Mina Jona (Gope)

Binda Construction
Ranali Singh
Partner

Binda Construction
Kamla Singh
Partner

7. PLANNING:

a. The planning and layout for the development of the Subject Property including, inter alia, on the aspects mentioned hereinbelow, shall be done by the Developer:

1. The design, concept and layout of the Building Complex and also of landscaping, plantation, walkways, driveways, etc., at the Subject Property, the number and area of Units, Parking Spaces in one or more New Buildings and other portions of the Subject Property and the nature of the constructions and developments at the Subject Property including any underground, ground level or above the ground developments and constructions;

2. Club and/or sporting/entertainment/recreation/health centre, if any planned, for the Transferees and/or others and the composition, specifications, equipments, installations, services and facilities

b. The Developer shall be free to plan with the approval of the Owner,, commence and continue the construction and development of the Subject Property or any part thereof in multiple phases as the Developer may deem fit and proper.

8. SURVEY, SANCTION AND MODIFICATION OF BUILDING PLANS:

a. **SURVEY AND SOIL TESTING:** The Developer shall at its own costs and expenses carry out necessary survey and soil testing and other preparatory works in respect of the Subject Property.

b. **BUILDING PLANS PREPARATION AND APPROVAL:** with his obligations hereunder, the Developer shall at its own cost and expenses from time to time cause to be prepared and sanctioned one or more plans for the constructions at the Building Complex. The Developer may prepare single or multiple building plans in respect of

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the Development of the Building Complex or any part/phase thereof and to apply for and obtain sanction on a phase wise manner from time to time, if necessary. The Developer shall send a copy of the proposed Building Plans to the Owners. In case there is any suggestion of the Owners, the Owners shall inform the Developer thereabout within 20 (Twenty) days from the receipt of the plans. All points of discussion on the same between the Owners and the Developer shall be done in the presence of the Architect for the Building Complex. Any disagreement shall be mutually settled by the parties and the decision of the Architect on any point of disagreement would be final and binding upon both the parties.

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Minna Jena
@ Minna Jena (Gore)

c. **MODIFICATIONS AND ALTERATIONS:** The Developer may also be entitled from time to time to cause modifications and alterations to the building plans with the approval of the owners in such manner and to such extent as the Developer may deem fit and proper. The Developer shall be bound to abide by the Suggestions of the Owner

Binda Construction
Pamela Singh
Partner

d. **SIGNATURE AND SUBMISSION:** The Owners shall sign, execute, submit and deliver after verification all applications, undertakings, declarations, affidavits, plans, letters, and other documents and do all acts deeds and things as may be required by the Developer in connection with the application and/or obtaining the sanction of the Building Plans and for obtaining any approvals required to be obtained by the Developer for commencing or carrying out the Development at the Subject Property.

Binda Construction
Kavita Singh
Partner

e. **APPROVALS FOR DEVELOPMENT:** The Developer shall in its own name apply for and obtain all permissions, clearances, no objection certificates and other approvals required for carrying out the

development at the Subject Property, including those required from Pollution Control Authority, Fire Service Authorities, Airport Authorities, Police Authorities, Municipal Authorities or any other Statutory Authorities, at its own costs and expenses but not those to be obtained by the Owners under clause 5.1.8 hereto.

Rashmi Chaur
Baby Gop.
Nina Jana
@ Nina Jana (Cope)

9. CONSTRUCTION OF THE BUILDING COMPLEX:

- a. **CONSTRUCTION:** The Developer shall at its own cost and expense construct and build the New Buildings and other constructions and developments at the Subject Property and erect and install the Common Areas and Installations in accordance with the Planning of the Developer and upon due compliance of the Building Plans and laws affecting the same. The Developer shall have the sole and complete rights and obligations in respect of all aspects of development and construction.
- b. **GOOD CONSTRUCTION:** The Developer shall construct erect and carry out the development at the Subject Property in a good and workman like manner with good quality of materials and specifications as mentioned in the **THIRD SCHEDULE** hereto or equivalent substitutes thereof. The Developer shall construct and build the New Buildings in accordance with the Building Plans and all sanctionable modifications and alterations thereof and do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules in force at the relevant time. The construction shall be done by the Developer in compliance of the legal requirements.
- c. **TEAM:** The Architect for the Building Complex and the entire team of people required for the execution of the Building Complex shall be such person as may be selected and appointed by the Developer in its

Binda Construction
Pawali Singh
Partner

Binda Construction
Kavsha Singh
Partner

sole discretion. All persons employed by the Developer for the purpose of construction such as architects, contractors, labourers, caretakers etc., shall be the persons under the appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc. or their acts in any manner whatsoever and shall have no responsibility towards the architect and/or contractors labourers caretaker etc. or for the compliance of the provisions of labour laws, payment of wages, payment of P.F., E.S.I. etc., maintenance of records of labourers etc. and all the responsibilities in this regard shall be of the Developer and the Owners shall be kept protected and harmless against any action, if taken against the Owners for non-compliance or violation of the said requirements.

d. **UTILITIES:** The Developer shall be entitled to utilize the existing available and/or modify or alter or apply for and obtain new connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities (whether temporary or permanent) from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the proposed Complex.

e. **COMMON AREAS AND INSTALLATIONS:** The Developer shall identify the Common Areas and Installations in the Subject Property meant jointly or individually for all or any of the individual New Buildings and/or the Subject Property as a whole and/or different phases thereof and also for all or some of the Transferees and/or Transferable Areas.

i. The Developer shall provide for the availability of Common Areas and Installations on a phase wise basis providing for –

Radmalochan Bala.
Baby Sop.
Nina Jana
@ Nina Jana (Sop)

Binda Construction
Ranali Singh.
Partner

Binda Construction
Ranali Singh.
Partner

1. Passages, pathways and driveways for ingress and egress by users of the Subject Property as developed from time to time;
2. Electricity, drainage and sewerage and water connections with necessary constructions and equipments thereof;
3. Lifts/staircases/elevators wherever applicable in the New Buildings;
4. Any other area, installation or facility that the Developer may provide at the Subject Property.

ii. The Developer subject to compliance of existing laws shall be entitled to:-

1. Erect, install and/or operationalize the Common Areas and Installations in phases and gradually;
2. Allow or permit only provisional and/or partial use of any of the Common Areas and Installations until Completion of Construction of the Building Complex or until such earlier time as the Developer may deem fit and proper;
3. Change the location, dimension, capacity or any other physical or in-built specifications of any Common Areas and Installations in phases and from time to time to erect, install or shift any Portion into any new phase or other portions of the Subject Property;
4. Erect temporary or permanent boundary between the different phases and to remove the same at any time or upon the completion of the later phase as the Developer may deem fit and proper;
5. Impose restrictions and conditions for the use of the Common Areas and Installations;
6. Charge, demand, receive or realize any Extras or Deposits in connection with any Common Areas and Installations;
7. Provide for separate entrances and other Common Areas and Installations for different groups of Transferees.

Radhadevi Gop.
Baby Gop.
Mina Jena (Gop.)
@ Mina Jena (Gop.)

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Ranali Singh
Partner

Binda Construction
Kousha Singh
Partner

- f. **AREAS:** The carpet area and built-up area in respect of the all the Units shall be as per applicable Real Estate Laws and shall be provided by the Developer and the super built-up area in respect of all the Units and other Transferable Areas in the Building Complex shall be such as be determined by the Developer.
- g. **MANAGEMENT, CONTROL & AUTHORITY:** With effect from the date of execution of this Agreement, the Developer shall have exclusive and unobstructed right to administer Building Complex. The Owners hereby agrees and confirms that the Developer shall have all the authority to carry out the planning and development of the Building Complex fully and in all manner with sole and exclusive management, control and authority. The Developer may set up site office, put up the hoardings/boards, bring out brochures and to display the board/hoardings of its group companies at the Subject Property and the Building Complex.
- h. **NAME:** The name of the Building Complex shall be such as the Owner may decide. The names of each building thereof shall also be decided by the Developer.
- i. For all or any of the purposes contained hereinabove and required by the Developer, the Owners shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time promptly and without any delay, failing which the time periods for construction by the Developer shall stand automatically extended by the periods of delay on the part of the Owners.

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Baby Gop.
Nina Jona
@ Naina Jona (Gope)

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Pavani Singh
Partner

Binda Construction
Kavitha Singh
Partner

j. **TIME FOR CONSTRUCTION AND COSTS:**

1.1.1 **TIME FOR CONSTRUCTION:** Subject to the Owners not being in default in compliance of their obligations hereunder, the Developer shall complete the construction of any New Buildings phase-wise and from time to time within **36 (Thirty Six) months** of the last of the date of sanction of the Building Plans and registration of the Building Complex as a project under the Real Estate Laws. There shall be an extended period of **6 (six) months** beyond the time for construction mentioned above.

Admalochan & Co.
Baby Gop.
Mina Jona (Geop)
@ Mina Jona (Geop)

i. **COMPLETION OF CONSTRUCTION:**

1. For the purpose of "Completion" the construction of any New Building or block thereof shall be deemed to have been completed on the Developer causing to be constructed the same internally as per the agreed specifications together with ingress and egress therefrom by staircase and lift and together with availability of temporary or permanent water, electricity and drainage connections (if and to the extent applicable for such constructed area) and the issuance of Completion/Occupancy Certificate from architect.
2. The elevation works and decoration and beautification works, relief and land layout works, pavements, permanent connections relating to the common amenities may be part of the last phase of construction of the Building Complex.

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Ranali Singh
Partner

- ii. **COSTS AND EXPENSES:** Unless otherwise expressly mentioned, all fees costs and charges payable for sanction, modification, alteration and/or revision of building plans, all costs of construction and development of the Subject Property and the activities mentioned above in all clauses above shall be borne and paid by the Developer.

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Kavsha Singh
Partner

k. **ADDITIONAL/FURTHER CONSTRUCTION:** Upon sanction of the Building Plans, the Developer shall, if so and as is thereafter possible/permissible to be caused to be sanctioned and constructed, be entitled to apply for sanction of additional/further constructions (including any incremental parking spaces) beyond those sanctioned under the Building Plans. In case such additional area is sanctioned, the same shall form part of the Developer's and Owners Allocation as per the agreed ratio of 58:42 Build Up Area. The sanction fee and cost of sanction of the same and the costs of construction of this additional area shall be borne and paid by the Developer.

Radhalekha Gope
Baby Gop.
Mina Jana Gope
@ Mina Jana Gope

10. HANDING OVER OF OWNERS'S ALLOCATION, TRANSFER OF DEVELOPER'S ALLOCATION AND MANNER:

a. **HANDING OVER:** The Owners Allocation (as per details in the **FOURTH SCHEDULE** hereunder written) shall be handed over by the Developer to the Owners within one and half year or on the receipt of Completion Certificate (whichever is earlier) from the Appropriate Authorities certifying that the construction of the Building Complex is complete. The Developer shall not transfer the Transferable Areas in Developers Allocation before handing over the entire Owners Allocation to the Owners.

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Pawali Singh
Partner

b. **TRANSFER:** The Transfer of the Building Complex and all Transferable Areas therein as forming part of the Developer's Allocation shall be under the control and management of the Developer. The parties shall Transfer the Transferable Areas forming part of the Developer's Allocation to the Transferees selected by the Developer wherein the proportionate undivided shares in the land attributable to the concerned Transferable Areas shall be Transferred

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Koushal Singh
Partner

or agreed to be Transferred by the Owners in the manner hereinafter provided and the constructed areas and all other rights, title or interest shall be Transferred or agreed to be so done by the Developer and the Owners collectively in the manner hereinafter provided. The Transfer of the proportionate share in the land shall be completed upon construction of the Transferable Areas or at such other time as the Developer may require and the consideration for the same and any other right, title or interest thereunder transferred by the Owners shall be the allotment to the Owners of the Owners Allocation.

Admalohan Bala
Baby Gop.
Mina Jona (Gop)
@ Mina Jona

c. **MANNER OF TRANSFER:** The parties agree to the following terms and conditions in respect of the Transfer:-

- i. **Authority of Developer:** The Developer shall have the right along with the Owners to conduct the day to day Transfer of the Developer's Allocation in respect of the Building Complex and all Transferable Areas therein but at the rates and subject to the conditions hereinafter contained.
- ii. **Rate and Price for Transfer:** The rates of booking shall be finalized by the Developer at its sole discretion.
- iii. **Publicity and Branding:** The Developer shall be entitled to advertise for Transfer of the Developer's Allocation in the Building Complex in all media. The branding in respect of the Building Complex shall be done by the Developer using its/group name and brand and those of the marketing agents and other connected persons.
- iv. **Marketing Agents:** The Developer may select, appoint or discontinue the Marketing Agents, brokers, sub-brokers and other agents for Transfer of the Transferable Areas in the Developer's Allocation at such charges and terms and conditions as they may deem fit and proper.

Binda Construction
Ransuli Singh
Partner

Binda Construction
Kansha Singh
Partner

- v. **Bookings and Allotments:** The Developer shall accept bookings and make allotments after taking approval from Owners, in respect of any Unit, Parking Space or other Transferable Areas in the Developer's Allocation in favour of any Transferees and to cancel revoke or withdraw the same if the situation so warrants according to the Developer at the agreed rates and prices.
- vi. **Signature to Agreements and Deeds:** The agreements and final Transfer deeds or deeds relating to Transfer of the Units, Parking Spaces and other Transferable Areas in the Developer's Allocation shall be executed by the Developer for itself. The Developer shall sign the Sale deeds and agreements on behalf of the owners.
- vii. The Developer shall deliver possession of the Transferable Areas in the Developer's Allocation directly to the Transferees thereof.
- d. **ADVOCATES:** All documents of transfer or otherwise shall be such as be drafted by Advocates to be appointed for such purpose by the Developer.
- e. **MARKETING AND ADVERTISEMENT COSTS:** The marketing and publicity with related advertisements shall be done by the Developer at its own cost.
- f. **INTEREST ETC., TO TRANSFEREES ETC.:** If any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Building Complex, otherwise than due to delay or default on the part of the Developer or the Owners in compliance of their respective obligations towards them in accordance with the agreements to be entered with the Transferees, the same shall be payable by the Developer.

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Niraa Janna Gode
@ Niraa Janna Gode

Binda Construction
Ravneet Singh
Partner

Binda Construction
Ravneet Singh
Partner

11. LOANS BY TRANSFEREES: The Transferees shall be entitled to take housing loans for the purpose of acquiring specific Units and Transferable Areas in the Developer's Allocation launched from banks, institutions and entities granting such loans. The Owners and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents etc. as be required in this regard by such banks, institutions and entities. Provided That there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Subject Property except the Unit and appurtenances under Transfer and save those occasioned due to cancellation of the agreement with the Transferee.

Radheshyam Gaba
Baby Gop.
Mina Jana (Wife)
@ Mina Jana (Wife)

12. COMMON PURPOSES AND MAINTENANCE IN-CHARGE:

a. **COMMON PURPOSES:** The Owners and the Developer and all Transferees of their respective allocations shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer and adopted for or relating to the Common Purposes in consultation with the Owners. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer of their respective allocations or any part thereof, the Owners and the Developer shall respectively necessarily incorporate all rules, regulations restrictions and conditions framed by the Developer as aforesaid.

Binda Construction
Pameli Singh
Partner

b. MAINTENANCE IN-CHARGE:

i. The Developer shall upon Completion of Construction of the Building Complex form one or more Maintenance Company and/or Association for the Common Purposes and till then, the Developer or its nominee shall be in charge for the Common Purposes. It is

Binda Construction
Kavindra Singh
Partner

expressly agreed and understood that so long as the Developer or its nominee be the Maintenance In-charge, the Owners and/or their nominees or transferees shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred. Further the Developer shall not be bound to continue with such responsibility of administration of the Common Purposes beyond 6 (six) months from the Completion of Construction of the Building Complex.

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Niraj Jena (Gope)
@ Nura Jena (Gope)

- ii. Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Developer shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions as the Developer may deem fit and proper in consultation with the Owners. All charges of such agencies and organizations shall be part of the Common Expenses.
- iii. Notwithstanding any formation of Association or handover of charge to it, neither the Association nor the members thereof or any Transferee shall be entitled to frame any rule or regulation or decide any condition which may affect any right or privileges of the parties hereto.

Binda Construction
Purnali Singh
Partner

13. COVENANTS BY THE OWNERS:

a. The Owners do hereby covenant with the Developer as follows:-

- i. That the Owners hereby covenant that each and every representation made by the Owners hereinabove which are based on the documents of the said property are all true and correct to the best of their knowledge and belief and agree and covenant to perform each and every representation and covenant.

Binda Construction
Kamran Singh
Partner

ii. That with effect from the date of first plan sanction, the Owners shall neither deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.

iii. That the Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer.

iv. That the Owners shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.

v. That for all or any of the purposes contained in this Agreement, the Owners shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents, and authorities as may be lawfully or reasonably required by the Developer from time to time.

b. COVENANTS BY THE DEVELOPERS: The Developer doth hereby covenant with the Owners as follows:-

i. That each and every representation made by the Developer hereinabove are all true and correct and agrees and covenants to perform each and every representation and in default to perform the same, it shall be considered as the violation of this agreement and be treated as the breach of Contract.

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Minna Jana

@ Minna Jana (Gope)

Binda Construction

Pawali Singh

Partner

Binda Construction

Manish Singh

Partner

ii. That the Developer doth hereby agree and covenant with the Owners not to do any act deed or thing whereby any right or obligation of the Owners hereunder may be affected or the Owners is prevented from making or proceeding with the compliance of the obligations of the Owners hereunder.

iii. That the Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.

iv. That the Developer shall NOT be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Owners but may enter upon a LLP or Company and/or joint venture, collaboration, tie-up with any person and also to appoint sub-Developer as the Developer may deem fit and proper. However, the obligations of the Developer hereunder shall not be affected thereby.

c. GST AND TDS ETC.:

- i. The parties shall respectively discharge statutory compliances in respect of TDS or Income Tax related compliances as well as Goods and Service Tax in respect of their respective rights, benefits, and obligations under or arising out of this agreement. As for the Transferable Areas other than the Contingent Residual Areas, the Developer shall be solely responsible for the compliances of collection and deposit of Goods and Service Tax.
- ii. The Developer will bear the GST or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force .

Admalal Khan 6/5/20
Baby Gop.
Nina Jara
@ Nina Jara (Copy)

Binda Construction
Pawali Singh
Partner

Binda Construction
Kavish Singh
Partner

14.FORCE MAJEURE: Notwithstanding anything elsewhere to the contrary contained in this Agreement, the parties hereto shall not be considered to be in default in performance of the obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the force majeure and time for performance shall remain suspended during the duration of the force majeure.

Radmaloharan Gope.
Boby Gop.
Mina Jarna
@ Mina Jarna (Gope)

15.POWERS OF ATTORNEY:

- a. The Owners shall with the execution of these presents execute and/or register one or more Powers of Attorney in favour of 'BINDA CONSTRUCTION' represented by SRI KAUSHAL SINGH or such other person as may be nominated by the Developer Firm from time to time granting all necessary powers and authorities to effectuate and implement this Agreement including for preparation/ sanction/ modification/alteration of Building Plans, construction and development of the Subject Property and for all temporary/permanent utilities thereat, sale or otherwise transfer of the Transferable Areas in the Developer's Allocation and shares in land, other than any portion of the Owners Allocation or any unilateral action resulting in modification of the agreement that affects the Owners along with the Developer and also otherwise under this Agreement and agree not to modify or alter the same and such power shall subsist during the subsistence of this Agreement.
- b. If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned herein, the Owners shall grant the same to the Developer and/or its nominees at the latter's costs and expenses and agree that the same shall also subsist during the subsistence of this Agreement.

Binda Construction
Parash Singh
Partner

Binda Construction
Kaushal Singh
Partner

c. **AUTHORITY AND ADDITIONAL POWERS:** It is understood that to facilitate the Building Complex, various acts deeds matters and things not herein specified may be required to be done by the Developer for which the Developer may need the authority of the Owners for making or signing of various applications and other documents relating to which specific provisions may not have been mentioned herein. The Owners hereby undertakes to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorization as may be reasonably required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.

d. The said power or powers of attorney to be so granted by the Owners to the Developer and/or its nominee/s shall form an integral part of this Agreement and the Owners shall not be entitled to modify or alter the same without the prior written consent of the Developer.

16. PROPERTY TAXES AND OUTGOINGS: Till the date of the commencement of construction of the New Buildings, all Khajana, taxes and outgoings (including arrears) on account of municipal/property tax, land tax and other outgoings shall be borne and paid by the Owners and those arising for the period thereafter and until Completion of Construction in such phase shall be borne and paid by the Developer. Provided That upon construction of any phase of Development at the Subject Property, all Khajna, taxes and outgoings shall be borne paid and discharged by the Transferees and for non-alienated areas by the parties hereto in the Agreed Ratio.

Radmatschan Dohu
Baby Sop.
Mina Jona
@ Mina Jona (Gope)

Binda Construction
Pamali Singh
Partner

Binda Construction
Kavindra Singh
Partner

17. ADDED AREAS

- a. The Developer may negotiate with the Owners or occupiers of any other property adjacent to the Subject Property for including the same within the Subject Property on such terms and conditions as the Developer may deem fit and proper Provided That the same does not reduce the Owners Allocation. In such event, all benefits arising out of such inclusion shall exclusively belong to the Developer.
- b. **INDEMNITY BY OWNERS:** At all times hereafter the Owners hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of gross negligence, mismanagement, fraud and otherwise in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any representation of the Owners being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal. The owner shall not be in any way liable for the above after giving power of Attorney.
- c. **INDEMNITY BY DEVELOPER:** At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of gross negligence, mismanagement, fraud and otherwise in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owners and arising due to any representation of the Developer being found to be false or misleading and also due to any construction defect or deficiency on the part of the Developer and also due to act, omission, default,

Radmalohan Gope
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Mina Jana
@ Mina Jana (Gope)

Birds Construction
Pamali Singh
Partner

Birds Construction
Kashan Singh
Partner

breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Developer.

- d. **STAMP DUTY AND REGISTRATION CHARGES:** All stamp duty, registration charges, legal expenses and other allied expenses in connection with the registration of this Agreement shall be borne and paid by the Developer.
- e. **NO PARTNERSHIP OR AOP:** The Owners and the Developer has entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an Association of Persons (AOP).
- f. **NOT A PRESENT TRANSFER:** Nothing in this Agreement is intended to or shall be construed as a transfer of possession of the Subject Property at present in favour of the Developer.
- 1.2 **WAIVERS:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. A waiver on any occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.
- g. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written, oral or implied.
- h. **PART UNENFORCEABILITY:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid,

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Nina Joma
@ Nina Joma (6072)

Binda Construction
Pamali Singh
Partner

Binda Construction
Koushal Singh
Partner

void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.

- i. **MODIFICATIONS:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the Owners and the Developer.
- j. **CUSTODY OF ORIGINAL AGREEMENT:** The original shall be retained by the Developer till the completion of the Project and thereafter the same will be handed over to the Association of the Transferees of the New Buildings.

18. DEFAULTS AND CONSEQUENCES:

- a. **DEFAULTS OF OWNERS:** In case the Owners fails and/or neglects to make out and maintain a marketable title to the Subject Property or any part thereof or in case the Owners fail to comply with any of their obligations mentioned in this Agreement in the manner or within the period stipulated therefor, the Developer shall give a notice, in writing, to the Owners giving time of 30 (thirty) days to remedy the default or breach. For the period of delay in development of building and Transfer, and without affecting the obligations as

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@ Mina Jona (Geop)

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Pavali Singh
Partner

Binda Construction
Kanshal Singh
Partner

above, the Developer shall be entitled to take any one or more of the following recourses in any priority or order as the Developer shall deem fit and proper:-

- i. To itself try and attempt the compliance of the obligation under default, at the cost and expense of the Owners and by paying such amounts and in such manner and on such terms and conditions as the Developer may deem fit and proper and without being liable to the Owners for the result of such attempt. The period taken for such attempt or the compliance pursuant to such attempt shall automatically be added to the Time for Construction granted to the Developer under Force Measure clause hereto and any other unavoidable circumstances.
- ii. To exclude the portion or portions as may be the subject matter of such default from being part of the Subject Property and to continue the Building Complex in the balance portion. In case of any such exclusion, the Subject Property shall be varied accordingly.
- iii. To sue the Owners for specific performance of the contract.
- iv. To cancel the contract envisaged herein in respect of whole or part of the Subject Property and in such event the consequences of Cancellation as envisaged in Clause 17.3 shall be followed.

b. EFFECTS OF THE DEVELOPERS CARRYING OUT THE OBLIGATIONS OF THE OWNERS: In case of the Developer attempting the compliance of the obligation of the Owners under default, the amounts, costs and expenses paid or incurred by the Developer together with interest @ 18% (eighteen percent) per annum thereof shall be the liability of the Owners exclusively and the Developer shall have a lien on the Owners' Allocation for such amount.

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Mina Jana
@ Mina Jana (Scope)

Binda Construction
Parvati Singh
Partner

Binda Construction
Kusma Singh
Partner

- c. **CONSEQUENCES OF CANCELLATION:** In case the Developer cancels this Agreement, then notwithstanding anything elsewhere to the contrary contained in this Agreement the following consequences shall apply:
- i. Any cancellation affecting part of the Subject Property shall not affect the continuance of this Agreement in respect of the remaining parts of the Subject Property.
 - ii. Any Realization received by either party from the Transferees and required to be refunded owing to cancellation, shall be refunded by the recipient parties respectively and they each shall respectively be liable for any other claims of the Transferees.
 - iii. The entire amounts on any account paid or incurred by the Developer on the Subject Property including on its planning or development or otherwise together with all interest, compensation and damages payable by the Owners, shall immediately and in any event within 7 (seven) days of being demanded by the Developer, become refundable by the Owners to the Developer.
 - iv. Nothing contained in the last preceding sub-clauses shall affect the other rights and remedies of the Developer.
- d. **DEFAULTS BY THE DEVELOPER:** In case the Owners complies with and/or is ready and willing to carry out their obligations as stated herein and the Developer fails and/or neglects to construct the Building Complex within the stipulated period, the Developer shall be allowed a grace period of 6 (six) months for the same and in case the Developer still fails to so construct within the grace period in respect thereof and in which case the Developer shall pay to the Owners a sum of Rs. 25,000/- (Rupees Twenty Five Thousand) only per month as pre-determined compensation Provided That in case the delay extends beyond 12 (twelve) months from the stipulated date

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Mira Jona
@ Mira Jona (Gope)

Binda Construction
Pamela Singh
Partner

Binda Construction
Kavish Singh
Partner

and grace period, then the Owners will be entitled to sue the Developer for specific performance of the contract and/or damages.

- e. **UNILATERAL CANCELLATION:** Neither party hereto can unilaterally cancel or rescind this Agreement at any time unless such party is entitled to do so by express terms of this Agreement contained elsewhere herein upon default of the other party.
- f. **CHOICE OF REMEDIES:** It is clarified that the exercise of any one or more remedy by any party shall not be or constitute a bar for the exercise of any other remedy by the concerned party at any time.

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Baby Gop.
Niraj Jana (Gope)
@ Niraj Jana

19. ACQUISITION AND REQUISITION:

a. Except as contained in Clause 18.3 hereto, in case the Subject Property and/or any portion thereof is acquired or is requisitioned by the Government or any other Body or Authority hereafter but before the Completion of Construction of the Building Complex or the phase on such affected portion and issuance of Completion Certificate thereof by the KMDA and Architect in respect thereof, then in that event the parties shall contest and challenge such acquisition. If however, acquisition or requisition becomes inevitable, then the parties shall have the following options:-

Binda Construction.
Pamali Singh.
Partner

1. Either to exclude the portion or portions as may be the subject matter of such acquisition or requisition from being part of the Subject Property and to continue the Building Complex in the balance portion. In case of any such exclusion, the Subject Property shall be varied accordingly and the compensation received in respect of the acquisition or requisition of the acquired portion shall belong to the parties in the Agreed Ratio;

Binda Construction.
Koushal Singh.
Partner

b. Or to cancel this Agreement in its entirety in which event the Consequences of Cancellation mentioned in Clause 17.3 shall apply.

c. ACQUISITION AND REQUISITION AFTER COMPLETION OF THE BUILDING COMPLEX IN ANY

PHASE: In case the Subject Property or any part thereof is acquired or requisitioned after Completion of Construction of the Building Complex in respect thereof or the Phase on the affected portion, then in that event the respective Transferees and allottee parties shall directly contest the acquisition or requisition proceeding and any compensation in respect of the respective areas shall belong to them respectively and otherwise proportionately.

- i. **NOTICES:** All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of dispatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.

20. **JURISDICTION:** the Calcutta High Court and those Courts having territorial jurisdiction over the Subject Property shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Agreement or connected therewith.

21. **DISPUTE RESOLUTION:** All disputes between the parties herein shall be resolved as per the laws of the land.

Radmalochan Gope
Baby Gop.
Mina Jara
@ Mina Jara (Gope)

Binda Construction
Pawali Singh
Partner

Binda Construction
Koushal Singh
Partner

SECTION-IV # SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

(SUBJECT PROPERTY)

ALL THAT piece of land measuring in total [4+11+17] =32 decimals of Bastu land comprising in RS & L.R Plot No. 113, 133 & 134 in Sabek Khatian No.-36, 37 & 38, present L.R Khatians No 138, 134 & 137 under Mouza-Cantonment Barpathar, J.L. No. 168, Police Station and Registration Office-Medinipur District-Paschim Medinipur within the local limits of Midnapore Municipality and in Ward No. 03, Holding No. 732 therein and delineated in the same is butted and bounded as follows:

- On the North : Plot No 435
- On the South : Municipal Metal Road 47 feet
- On the East : Plot No 453.
- On the West : Plot No 666 and 112.

Palomolohun Gola
 Baby Gop.
 Mina Jata
 @ Mina Jata (Gore)

THE SECOND SCHEDULE ABOVE REFERRED TO: (TENTATIVE COMMON AREAS AND INSTALLATIONS)

1. Common Areas & Installations at any Block:
 - 1.1 Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the installation of two lifts at the Designated Block.
 - 1.2 Electrical installations with main switch and meter and space required therefore in the Building.
 - 1.3 Overhead water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Building.
 - 1.4 Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.

Binda Construction
 Purnali Singh
 Partner

Binda Construction
 Koushal Singh
 Partner

2 Common Areas & Installations at the Building Complex:

- 2.1 Electrical installations and the accessories and wirings in respect of the Building Complex and the space required therefore, if installed.
- 2.2 Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Buildings.
- 2.3 Water waste and sewerage evacuation pipes and drains from the several buildings to the public drains.

Radmalakshari Gopal.
Baby Gop.
Nina Jara (Gop)
@ Nina Jara

THE THIRD SCHEDULE ABOVE REFERRED TO :

SPECIFICATIONS

1. Structure: RCC Superstructure.
2. Steel : Tata Tiscon, Sail, RINL.SEL Tiger
3. RMC :RMC india, Lafarge, ACC
4. Water Proffing Agencies and Compounds :Sika,Ardex Endura, Fosrox
5. Pipes : Tata/ Jindal/Supreme
6. Interior Paint :Asean/Berger
7. Weather Proof :Asean Paints/Berger
8. Ceramic Tiles :SomanyKajariaSimpolo and etc..
9. Hardware :Godrej/ISI mark.
10. Internal walls:Ultratech/ACC/LafargeCement plastering overlaid with Plaster-of-Paris or AAC Block Brickwork overlaid with Putty or Punned Paris.
11. Doors: Wooden door frame with flush door.
12. Windows: Sliding UPVC windows/Aluminum with large panes.
13. Flooring:
 - (i) Vitrified tiles flooring in living/dining room and bedrooms.
 - (ii) Ceramic anti skit tiles in bathrooms.
14. Balcony:

Binda Construction
Parul Singh
Partner

Binda Construction
Kavita Singh
Partner

- (i) Decorative MS railings /Steel up to 3 Feet Height.
- (ii) Provision for full balcony grill (as per design approved by the developer) at extra cost.
- (iii) Anti-skid Ceramic Floor Tiles.
- (iv)

15. Kitchen:

- (i) Granite top platform with stainless steel sink.
- (ii) Ceramic tiles dado above platform.

16. Toilets:

- (i) Ceramic wall tiles up to door height.
Stainless steel CP fittings.
- (ii) Western style WC in all bathrooms.

17. Roof treatment: - As per standard

2. Electrical Fittings :ISI Marked ,

All other electric fittings must be of Finolex/ Havells/ Anchor/ SSK/ Tosha/ Legrand

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(A) OWNER'S ALLOCATION

&

(B) DEVELOPER'S ALLOCATION

Radma Jena
Baby Gop.
Nirja Jena
@ Nirja Jena (Coop)

Binda Construction
Pamali Singh
Partner

Binda Construction
Kavitha Singh
Partner

(A) OWNER'S ALLOCATION

"OWNERS' ALLOCATION" shall mean 35% (Thirty five percent) of the constructed Flats up to (B+G+5) Floor level and it will be 30% (Thirty five percent) from Sixth Floor to Upper Floor or Top Floor and 3 Nos of Parking in the Basement area (120 sqft area), (to be fixed after sanctioning the building plan) of the proposed multistoried building TOGETHER WITH undivided proportionate share of the land and the proportionate common areas including roof. It is clarified that all the rest area shall belong to the Developer, except the roof, staircase which shall be common to other occupiers / Owners, subject to sanction of plan by the Midnapore Municipality.

Radmalochan Gope
Baby Gop.
Mina Jona
@ Mina Jona (Gope)

(B) DEVELOPER'S ALLOCATION

"DEVELOPER'S ALLOCATION" shall mean shall mean 65% (Sixty five percent) of the constructed Flats up to (B+G+5) Floor level and it will be 70% (Seventy percent) from Sixth Floor to Upper Floor or Top Floor (to be fixed after sanctioning the building plan) of the proposed multistoried building excluding the Owners' allocation, TOGETHER WITH undivided proportionate share of the land and the proportionate common areas including roof, staircase which shall be common to other occupiers / Owners in the said building.

Binda Construction
Purnali Singh
Partner

Binda Construction
Kaushal Singh
Partner

THE SIXTH SCHEDULE ABOVE REFERRED TO:**(CHAIN OF TITLE)**

WHEREAS the three OWNERS are absolutely seized and possessed a piece of land admeasuring 10.68 Dec., 10.65 Dec. & 10.67 Dec. in total area of 32 Dec. comprising in RS & L.R Plot No. 113, 133 & 134 in Sabek Khatians No.-36, 37 & 38, present L.R Khatians No.138, 134 & 137 under Mouza-Cantonment Barpathar, J.L. No. 168, Police Station and Registration Office-Medinipur District-Paschim Medinipur within the local limits of Midnapore Municipality.

AND WHEREAS according to the prayer of Smt. Kaushallya Dasi wife of Lt. Manuram Gope @ Manu Goyala, the collector, Midnapore, on behalf of the state of West Bengal was pleased to grant lease in favour of Smt. Kaushallya Dasi (Since deceased) in the year of 1929 & 1930 in respect of said properties. Thereafter C.S ROR had been prepared in the name of said Kaushallya Dasi wife of Manu Goyala in C.S Khatian No.-36, 37 & 38 respectively measuring area in total 0.3200 Acres.

AND WHEREAS as after acquiring the said properties from the state of West Bengal, Smt. Kaushallya Gope had been performing right, title, interest and possession the properties, without any interruption of any body.

AND WHEREAS while performing her right, title, interest and possession in respect of said property, she died long before, It is mentioned here in that her husband Manuram Gope @ Manu Goyala were predecease her.

AND WHEREAS after the demise of Smt. Kaushallya Gope all the property left by her; had been inherited by her only son, namely Ram Narayan Gope had became the absolute and lawful owner.

Redmukhachan Gope
Baby Gop.
Mina Jarna
@ Mina Jarna (Gope)

Binda Construction
Panali Singh
Partner

Binda Construction
Kavindra Singh
Partner

AND WHEREAS while said Ram Narayan Gope had been performing his right, title interest and possession in respect of the said properties without any interruption by anybody, he died on 16/10/1995 leaving his surviving son namely, Padmalochan Gope, and two daughters namely Smt. Mina Jana, (Gope) and Baby Gope as his legal heirs and legal representatives according to Hindu Succession Act. Be it is mentioned her that wife of deceased RamNarayan Gope namely Laxmi Rani Gope died on 27/9/2007.

Padmalochan Gope
Baby Gope
Mina Jana
@ Mina Jana (Gope)

AND WHEREAS after the demise of said Ramnarayan Gope his aforesaid legal heirs and legal representatives, one son and two daughters have become the lawful owners of the properties left by Ram Narayan Gope.

AND WHEREAS as, after the demise of Ram Narayan Gope above mentioned Padmalochan Gope, Smt. Mina Jana (Gope) and Baby Gope have been become the lawful owners of undivided 1/3rd share of each had they have been performing their right, title, interest and possession in respect of said properties jointly and ejmal.

Binda Construction
Parvati Singh
Partner

AND WHEREAS it is also pertinent to mention here is that the collector of Midnapore on behalf of State of West Bengal had been pleased to grant three numbers of "Lease Kabuliyat" dated 31st March, 1929 & 31st March 1930 respectively in favour of Smt. Kaushallya Gope (since deceased) along with all transferrable right, and inheritable rights, But as per the Notification of Govt. of West Bengal being no. 313-LP/1L-130/18GE(M) dt. 29.01.2019 and notification No. 635-LP/1L-130/18 GE(M) dated 27.02.2019 the Governor of West Bengal is pleased to declare that all the occupiers /owners /lessess who are in the possession of land on the basis of any recognized deed of conveyance from the recorded owner or by inheritance will be treated as "Raiyats" and they shall have right to record their names in the present LR Settlement as per the provisions of WBLR

Binda Construction
Kaushal Singh
Partner

Act, 1955. Therefore the above noted three persons viz, Padmalochan Gope, Smt. Mina Jana (Gope) and Baby Gope become absolute owners and with full ownership right owners the schedule properties.

Padmalochan Gope
Baby Gope
Mina Jana
@ Mina Jana Gope

AND accordingly, the present LR R.O.R have been duly prepared and finally published infavour of above named three persons in their L.R. Khatian No. 134, 138 & 137 in respect of properties measuring area in total 0.3200 acres. They also mutated their names in the record of Midnapore Municipality by opening a new Holding No.732. But due to their inconvenience in respective possession and demarcation, they executed and registered one Deed of Partition being No.- 1245 of 2023 dated 15/03/2023 and as per the allotment of said deed, Smt. Mina Jana (Gope) got "A" schedule properties measuring area of 0.1068 Acres, Padmalochan Gope got "B" schedule properties measuring area of 0.1065 Acres and similarly Baby Gope got "C" schedule properties measuring area of 0.1067 Acres which are shown in a Sketch map annexed with the said Partition Deed and marked as 'A', 'B' & 'C' respectively. The present owners are thus now absolutely seized and possessed each other's partitioned Properties and have mutated accordingly their names in the record of rights in respect of the said land with full ownership rights and they are enjoying jointly the schedule properties by paying Khajnas and municipal taxes against receipts.

Binda Construction
Pameli Singh
Partner

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

Binda Construction
Koushal Singh
Partner

50

Padmalochan Gope
Baby Gop.
Mira Jona
@ Mira Jona (Gope)

WITNESS

Ranjana Bhakat
s/o - Lt. Jogendra Prasad Bhakat
H/o - Colonelgola.
P.O. PSI - Midnapur., 721101.

ADH# - 5598XXXX 4520.

Sulhas Atta.
Mirzapur
Medinipur
Drafted by me

Shankha Roy (Deed writer)
Mirzapur
Midnapur.

Lic no - 1434 (Sadar)

(Type by)

Pradip Sen.

(Pradip Sen) M/s. Medini Infotech, Old LIC More

This deed contains 50 pages including 1 stamp paper and 49 demy paper and Two extra pages attached hereto on which the ten finger prints of all the parties be made part of this deed and 2 witness have signed in this deed.

Padmalochan Gope
Baby Gop.
Mira Jona
@ Mira Jona (Gope)

SIGNED AND DELIVERED

By the OWNER

Binda Construction
Kavshal Singh.
Partner

Binda Construction
Paurali Singh.
Partner

SIGNED AND DELIVERED

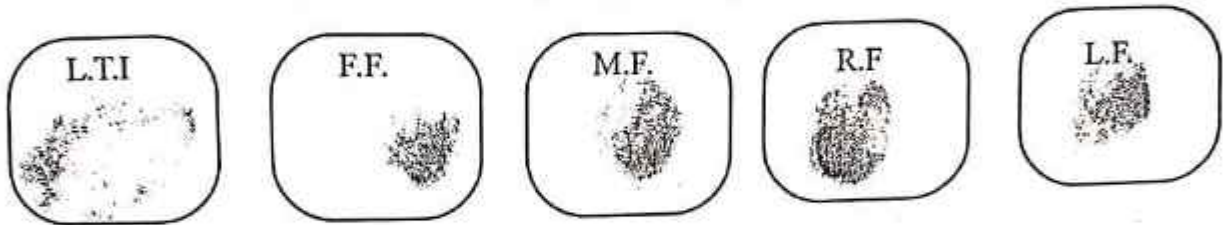
BY the DEVELOPER

Binda Construction
Kavshal Singh,
Partner

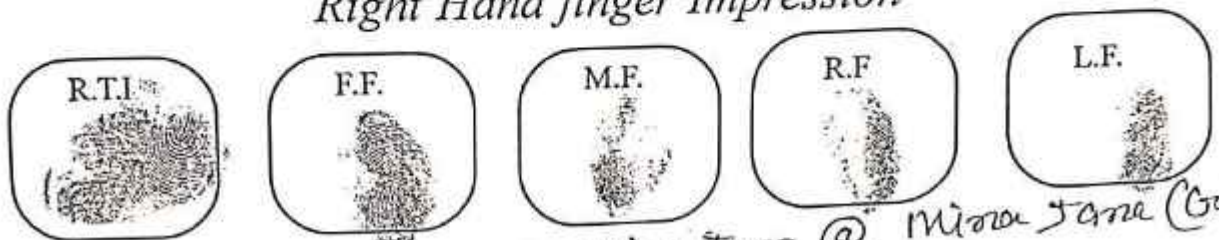
Binda Construction
Paurali Singh.
Partner

: :

Left Hand finger Impression



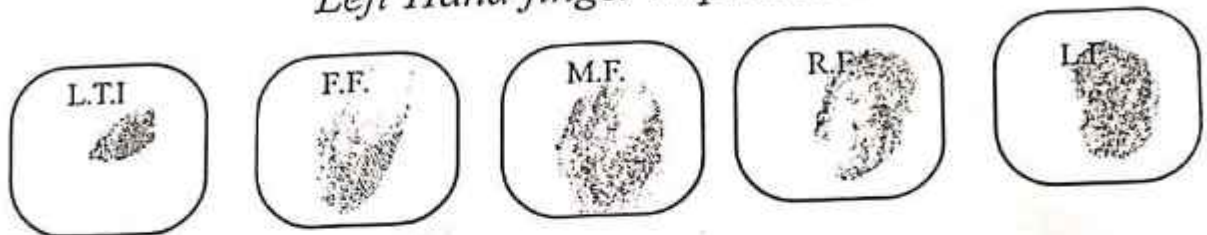
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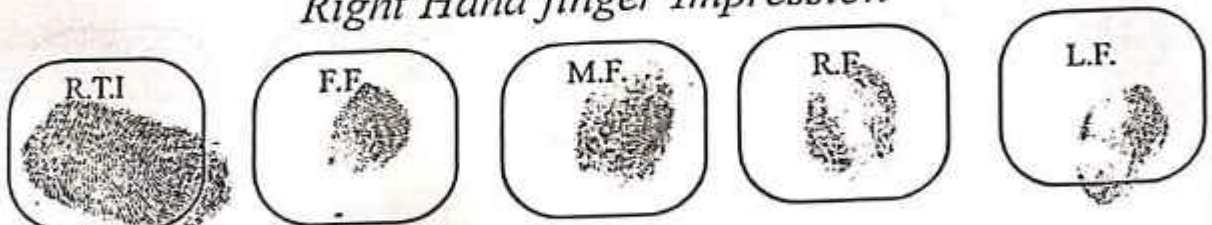
Mina Jana @ Mina Jana (Gue)

Signature

Left Hand finger Impression

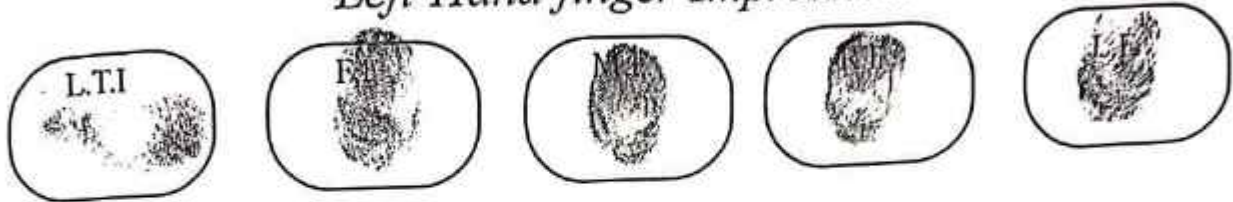


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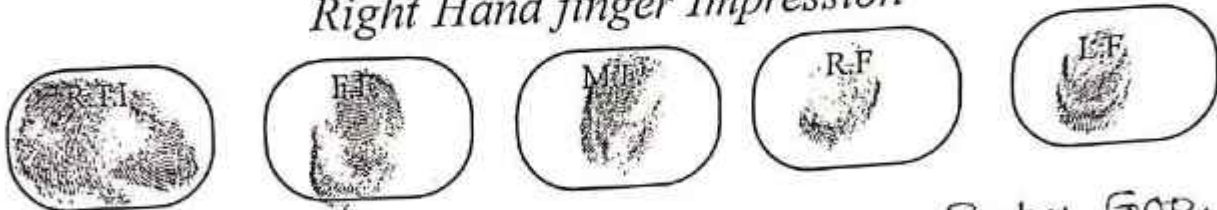


Radmochan Gope
Signature

Left Hand finger Impression

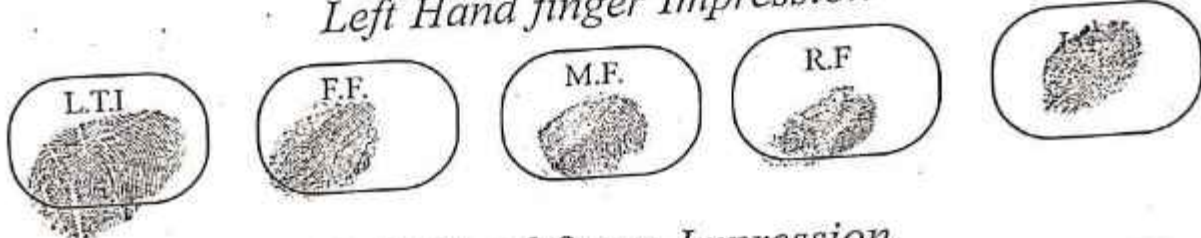


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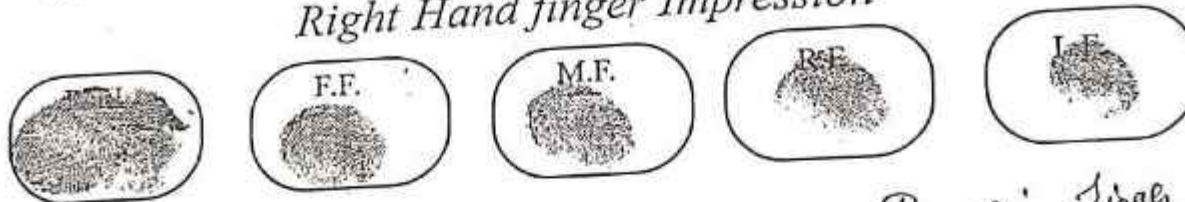


Baby Gop.
Signature

Left Hand finger Impression



Right Hand finger Impression



Pamali Singh.
Signature

Left Hand finger Impression



Right Hand finger Impression



Kaushal Singh.
Signature



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



192023240375610688

GRN Details

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BRN :	4749675023335	BRN Date:	08/02/2024 12:07:00
Gateway Ref ID:	240399011962	Method:	HDFC Retail Bank NB
GRIPS Payment ID:	080220242037561067	Payment Init. Date:	08/02/2024 12:06:30
Payment Status:	Successful	Payment Ref. No:	2000345400/2/2024
			[Query No./Query Year]

Depositor Details

Depositor's Name:	Mr Shankha Roy
Address:	Midnapore
Mobile:	7047184614
Period From (dd/mm/yyyy):	08/02/2024
Period To (dd/mm/yyyy):	08/02/2024
Payment Ref ID:	2000345400/2/2024
Dept Ref ID/DRN:	2000345400/2/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000345400/2/2024	Property Registration- Stamp duty	0030-02-103-003-02	70020
2	2000345400/2/2024	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				70041

IN WORDS: SEVENTY THOUSAND FORTY ONE ONLY.

Major Information of the Deed

Deed No	I-1001-01106/2024	Date of Registration	09/02/2024
Query No / Year	1001-2000345400/2024	Office where deed is registered	
Query Date	07/02/2024 5:19:50 AM	D.S.R. - I PASCIM MIDNAPORE, District: Paschim Midnapore	
Applicant Name, Address & Other Details	Shankha Roy Mirzabazar, Thana : Medinipur, District : Paschim Midnapore, WEST BENGAL, Mobile No. : 7047184614, Status : Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 3,48,88,376/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 75,020/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

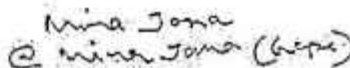
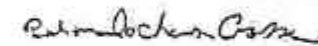
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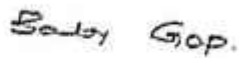
District: Paschim Midnapore, P.S:- Midnapore, Municipality: MIDNAPORE, Mouza: Cantanment Barpathar, , Ward No: 03, Holding No:732 JI No: 168, Pin Code : 721101

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-113	RS-36	Commercial	Vastu	1.34 Dec		14,60,951/-	Width of Approach Road: 47 Ft., Adjacent to Metal Road,
L2	RS-133	RS-36	Commercial	Vastu	3.67 Dec		40,01,260/-	Width of Approach Road: 47 Ft., Adjacent to Metal Road,
L3	RS-134	RS-36	Commercial	Vastu	5.67 Dec		61,81,784/-	Width of Approach Road: 47 Ft., Adjacent to Metal Road,
L4	RS-113	RS-37	Commercial	Vastu	1.33 Dec		14,50,049/-	Width of Approach Road: 47 Ft., Adjacent to Metal Road,
L5	RS-133	RS-37	Commercial	Vastu	3.66 Dec		39,90,358/-	Width of Approach Road: 47 Ft., Adjacent to Metal Road,
L6	RS-134	RS-37	Commercial	Vastu	5.66 Dec		61,70,881/-	Width of Approach Road: 47 Ft., Adjacent to Metal Road,
L7	RS-113	RS-38	Commercial	Vastu	1.33 Dec		14,50,049/-	Width of Approach Road: 47 Ft.,

RS-133	RS-38	Commercial	Vastu	3.67 Dec		40,01,260/-	Width of Approach Road: 47 Ft., Adjacent to Metal Road,
RS-134	RS-38	Commercial	Vastu	5.67 Dec		61,81,784/-	Width of Approach Road: 47 Ft., Adjacent to Metal Road,
TOTAL :				32Dec	0 /-	348,88,376 /-	
Grand Total :				32Dec	0 /-	348,88,376 /-	

Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature			
1	Name Mina Jana, (Alias: Mina Jana Gope) Wife of Sukhendu Sekhar Jana Executed by: Self, Date of Execution: 09/02/2024 , Admitted by: Self, Date of Admission: 09/02/2024 ,Place : Office	Photo  09/02/2024	Finger Print  Captured LTI 09/02/2024	Signature  09/02/2024
Bhatri Bhaban, Near Khakri Masjid Darua, City:- , P.O:- Uttar Darua, P.S:-Contai, District:-Purba Midnapore, West Bengal, India, PIN:- 721401 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: afxxxxxx2l, Aadhaar No: 43xxxxxxxx5334, Status :Individual, Executed by: Self, Date of Execution: 09/02/2024 , Admitted by: Self, Date of Admission: 09/02/2024 ,Place : Office				
2	Name Padmalochan Gope Son of Late Ram Narayan Gope Executed by: Self, Date of Execution: 09/02/2024 , Admitted by: Self, Date of Admission: 09/02/2024 ,Place : Office	Photo  09/02/2024	Finger Print  Captured RTI 09/02/2024	Signature  09/02/2024
Sepoybazar, City:- Midnapore, P.O:- Midnapor E, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721101 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.: dkxxxxxx9f, Aadhaar No: 39xxxxxxxx7586, Status :Individual, Executed by: Self, Date of Execution: 09/02/2024 , Admitted by: Self, Date of Admission: 09/02/2024 ,Place : Office				

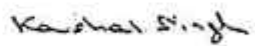
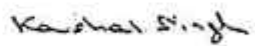
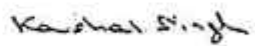
Name	Photo	Finger Print	Signature
Baby Gop (Presentant) Daughter of Late Ram Narayan Gop Executed by: Self, Date of Execution: 09/02/2024 , Admitted by: Self, Date of Admission: 09/02/2024 ,Place : Office		 Captured	
09/02/2024	LTI 09/02/2024	09/02/2024	

Kshudiram Nagar, City:- Midnapore, P.O:- Midnapore E, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721101 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: adxxxxxx0h, Aadhaar No: 92xxxxxxxx3044, Status :Individual, Executed by: Self, Date of Execution: 09/02/2024
 , Admitted by: Self, Date of Admission: 09/02/2024 ,Place : Office

Developer Details :

Sl No	Name Address,Photo,Finger print and Signature
1	BINDA CONSTRUCTION Akriti Apartment, Ground Floor, Colonelgola, City:- Midnapore, P.O:- Midnapore, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721101 , PAN No.:: ABxxxxxx2G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl 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> Pausali Singh Wife of Kaushal Singh Date of Execution - 09/02/2024, , Admitted by: Self, Date of Admission: 09/02/2024, Place of Admission of Execution: Office </td> <td>  </td> <td>  Captured </td> <td>  </td> </tr> <tr> <td>Feb 9 2024 12:09PM</td> <td>LTI 09/02/2024</td> <td>09/02/2024</td> <td></td> </tr> </tbody> </table> Purnima Apartment, 2nd Floor, Flat No. G, Hatarmath, City:- Midnapore, P.O:- Midnapore, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721101, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: cgxxxxxx1q, Aadhaar No: 93xxxxxxxx1051 Status : Representative, Representative of : BINDA CONSTRUCTION (as Partners)	Name	Photo	Finger Print	Signature	Pausali Singh Wife of Kaushal Singh Date of Execution - 09/02/2024, , Admitted by: Self, Date of Admission: 09/02/2024, Place of Admission of Execution: Office		 Captured		Feb 9 2024 12:09PM	LTI 09/02/2024	09/02/2024	
Name	Photo	Finger Print	Signature										
Pausali Singh Wife of Kaushal Singh Date of Execution - 09/02/2024, , Admitted by: Self, Date of Admission: 09/02/2024, Place of Admission of Execution: Office		 Captured											
Feb 9 2024 12:09PM	LTI 09/02/2024	09/02/2024											
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Kaushal Singh Son of Late Ajay Narayan Singh Date of Execution - 09/02/2024, , Admitted by: Self, Date of Admission: 09/02/2024, Place of Admission of Execution: Office </td> <td>  </td> <td>  Captured </td> <td>  </td> </tr> <tr> <td>Feb 9 2024 12:10PM</td> <td>LTI 09/02/2024</td> <td>09/02/2024</td> <td></td> </tr> </tbody> </table> Purnima Apartment, 2nd Floor, Flat No. G, Hatarmath, City:- Midnapore, P.O:- Midnapore, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721101, Sex: Male, By Caste: Hindu	Name	Photo	Finger Print	Signature	Kaushal Singh Son of Late Ajay Narayan Singh Date of Execution - 09/02/2024, , Admitted by: Self, Date of Admission: 09/02/2024, Place of Admission of Execution: Office		 Captured		Feb 9 2024 12:10PM	LTI 09/02/2024	09/02/2024	
Name	Photo	Finger Print	Signature										
Kaushal Singh Son of Late Ajay Narayan Singh Date of Execution - 09/02/2024, , Admitted by: Self, Date of Admission: 09/02/2024, Place of Admission of Execution: Office		 Captured											
Feb 9 2024 12:10PM	LTI 09/02/2024	09/02/2024											

Identifier Details :

Name	Photo	Finger Print	Signature
Ranjan Bhakat Son of Jogendra Prasad Bhakat Colonelgola, City:- Midnapore, P.O:- Midnapore, P.S:-Medinipur, District:- Paschim Midnapore, West Bengal, India, PIN:- 721101		 Captured	
	09/02/2024	09/02/2024	09/02/2024

Identifier Of Mina Jana, Padmalochan Gope, Baby Gop, Pausali Singh, Kaushal Singh

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mina Jana	BINDA CONSTRUCTION-1.34 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mina Jana	BINDA CONSTRUCTION-3.67 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Mina Jana	BINDA CONSTRUCTION-5.67 Dec

Transfer of property for L4

Sl.No	From	To. with area (Name-Area)
1	Padmalochan Gope	BINDA CONSTRUCTION-1.33 Dec

Transfer of property for L5

Sl.No	From	To. with area (Name-Area)
1	Padmalochan Gope	BINDA CONSTRUCTION-3.66 Dec

Transfer of property for L6

Sl.No	From	To. with area (Name-Area)
1	Padmalochan Gope	BINDA CONSTRUCTION-5.66 Dec

Transfer of property for L7

Sl.No	From	To. with area (Name-Area)
1	Baby Gop	BINDA CONSTRUCTION-1.33 Dec

Transfer of property for L8

Sl.No	From	To. with area (Name-Area)
1	Baby Gop	BINDA CONSTRUCTION-3.67 Dec

Transfer of property for L9

Sl.No	From	To. with area (Name-Area)
1	Baby Gop	BINDA CONSTRUCTION-5.67 Dec

Endorsement For Deed Number : I - 100101106 / 2024

09-02-2024

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 11:35 hrs on 09-02-2024, at the Office of the D.S.R. - I PASCHIM MIDNAPORE by Baby Gop, 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 3,48,88,376/-

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

Execution is admitted on 09/02/2024 by 1. Mina Jana, Alias Mina Jana Gope, Wife of Sukhendu Sekhar Jana, Bhatri Bhaban, Near Khakri Masjid Darua, P.O: Uttar Darua, Thana: Contai, Purba Midnapore, WEST BENGAL, India, PIN - 721401, by caste Hindu, by Profession House wife, 2. Padmalochan Gope, Son of Late Ram Narayan Gope, Sepoybazar, P.O: Midnapore E, Thana: Medinipur, City/Town: MIDNAPORE, Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by Profession Retired Person, 3. Baby Gop, Daughter of Late Ram Narayan Gop, Kshudiram Nagar, P.O: Midnapore E, Thana: Medinipur, City/Town: MIDNAPORE, Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by Profession House wife

Indetified by Ranjan Bhakat, , Son of Jogendra Prasad Bhakat, Colonelgola, P.O: Midnapore, Thana: Medinipur, City/Town: MIDNAPORE, Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by profession Business

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

Execution is admitted on 09-02-2024 by Pausali Singh, Partners, BINDA CONSTRUCTION, Akriti Apartment, Ground Floor, Colonelgola, City:- Midnapore, P.O:- Midnapore, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721101

Indetified by Ranjan Bhakat, , Son of Jogendra Prasad Bhakat, Colonelgola, P.O: Midnapore, Thana: Medinipur, City/Town: MIDNAPORE, Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by profession Business

Execution is admitted on 09-02-2024 by Kaushal Singh, Partners, BINDA CONSTRUCTION, Akriti Apartment, Ground Floor, Colonelgola, City:- Midnapore, P.O:- Midnapore, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721101

Indetified by Ranjan Bhakat, , Son of Jogendra Prasad Bhakat, Colonelgola, P.O: Midnapore, Thana: Medinipur, City/Town: MIDNAPORE, Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 08/02/2024 12:07PM with Govt. Ref. No: 192023240375610688 on 08-02-2024, Amount Rs: 21/-, Bank: SBI
EPay (SBIPay), Ref. No. 4749675023335 on 08-02-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 70,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 19862, Amount: Rs.5,000.00/-, Date of Purchase: 06/02/2024, Vendor name: Satya Ch Ghosh

2. Stamp: Type: Court Fees, Amount: Rs.10.00/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/02/2024 12:07PM with Govt. Ref. No: 192023240375610688 on 08-02-2024, Amount Rs: 70,020/-,

Bank: SBI EPay (SBlePay), Ref. No. 4749675023335 on 08-02-2024, Head of Account 0030-02-103-003-02

Bhattacharya

Sravani Bhattacharya
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I PASCIM
MIDNAPORE
Paschim Midnapore, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1001-2024, Page from 26778 to 26838

being No 100101106 for the year 2024.



Bhattacharya

Digitally signed by SRABONI BHATTACHARYA
Date: 2024.02.12 18:17:15 +05:30
Reason: Digital Signing of Deed.

(Sravani Bhattacharya) 12/02/2024
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I PASCIM MIDNAPORE
West Bengal.