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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Certified that the document is submitted for registration. The signature attests and the endorsement marks attached with the document are the part of this document.



*[Signature]*  
District Sub-Registrar-ii  
Alipore, South 24-Parganas  
04 MAR 2025

**DEVELOPMENT AGREEMENT CUM DEVELOPMENT POWER OF ATTORNEY**

THIS DEVELOPMENT AGREEMENT CUM DEVELOPMENT POWER OF ATTORNEY is made on this the 4th day of March Two Thousand and Twenty-Five (2025) A. D.;

**BETWEEN**

*[Signature]*

BINAYAK GROUPS  
Sudip Kumar Mandal  
Proprietor

09 DEC 2024

55871

TO..... DATE.....  
 SOLD TO..... **RATAN PA**  
 ADDRESS..... **ADVOCATE**  
**HIGH COURT CALCUTTA**  
**6, Old Post Office Street**  
**Kol-700001, Room No.-35**  
 RS: ~~5000~~ **09 DEC 2024**

CODE NO. (1067)  
 LICENCED NO.  
 20 & 20A / 1973

**ANJUSHREE BANERJEE**  
**L. S. VENDOR (O.S.)**  
**HIGH COURT, KOLKATA-70**

09 DEC 2024

কলকাতা হাইকোর্টের অধীনে  
 জাজের সম্মুখে প্রদর্শিত এবং  
 জাজের সনদে স্বাক্ষরিত  
 হইয়াছে।

৪-৩-২০২৫  
 ডিস্ট্রিক্ট সাব-রেজিস্ট্রার-২  
 আলিপুর, দক্ষিণ ২৪ পরগণা

৪-৩-২০২৫



**District Sub Registrar-II**  
**Alipore, South 24 Parganas**  
**- 4 MAR 2025**

**SRI DIBYENDU ADHIKARY (PAN - AHRPA4761E) (AADHAAR - 211512161452) (DOB NO. 16.06.1979)**, son of Late Manobendra Adhikary, by Occupation - Service, by faith - Hindu, by Nationality - Indian, residing at 69, James Long Sarani, Purba Barisha, P. O. - Thakurpukur, P. S. - Haridebpur, Kolkata - 700063, District - South 24 Parganas, West Bengal, hereinafter called and referred to as the **"OWNER/VENDOR"** (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, successors administrators, legal representatives, and assigns) of the **FIRST PART**.

**AND**

**"BINAYAK GROUPS", (PAN - AKNPM2537P)**, a Proprietorship Firm, having its registered office at B/35, Ganganagar, Post Office - Mukundapur, Police Station - Purba Jadavpur, Kolkata - 700 099, represented by its sole Proprietor namely **SRI SUDIP KUMAR MANDAL, (PAN - AKNPM2537P), (Aadhaar No. 2225 3389 8869), (DOB-09.05.1978)** son of Sri Samir Kumar Mondal, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at B/35, Ganganagar, Post Office - Mukundapur, Police Station - Purba Jadavpur, Kolkata - 700 099, District - South 24-Parganas, hereinafter called and referred to as the **"DEVELOPER/SECOND PARTY"** (which expression shall unless excluded by and repugnant to the context be deemed to mean and include his heir/ heirs, executor/ executors, administrator/ administrators, assigns, representative/ representatives, successors-in-office and successors-in-interest) of the **OTHER PART**.

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

*Sri Dibyendu Adhikary*

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therein from Sunil Kumar Mitra and others the total land measuring an area of 10.93 (Ten Acre Ninety Three Decimals) comprising in R. S. Dag Nos. 83, 85, 87, 88, 91, 131, 132, 135, 136 and 139, under Khatian No. 101, J. L. No. 25, Touzi No. 56 situated in Mouza - Nayabad, Police Station - Kasba, thereafter Purba Jadavpur, at present Panchasayar, in the District of South 24 Parganas.

**AND WHEREAS** by a further Deed of Conveyance being the date 8th February, 1979 and registered at the office of the District Sub-Registrar Alipore, 24 Parganas and entered in Book No. 1, Being No. 590 for the year 1978 the said society absolutely purchased for a valuable consideration as mentioned therein from Sri Sunil Kumar Mitra and others the total land measuring a further 10.93 acre (Ten Acres and Ninety Three Decimals) comprising in R. S. Dag Nos. 83, 85, 87, 81, 89, 91, 131, 132, 135, 136 and 139, under Khatian No. 101, J. L. No. 25, Touzi No. 56, in Mouza - Nayabad in formerly Police Station - Kasba, thereafter Purba Jadavpur, at present Panchasayar, in the District of South 24 Parganas.

**AND WHEREAS** by a further Deed of Conveyance bearing date 3rd December, 1979 and registered at the office of the District Sub-Registrar, Alipore, 24 Parganas and entered in Book No. I, Being No. 5334 for the year 1979 the said Society absolutely purchased for a valuable consideration as mentioned therein from Ganesh Chandra Paramanik and others the total land measuring 1 (one) Bigha 11 (eleven) Cottahs (0.53 ½ acres) comprising in Dag No. 139, J. L.No. 25, under Khatian No. 90, R. S. No. 3, Touzi No. 56, Mouza - Nayabad, Police Station - Kasba, thereafter Purba Jadavpur, at present Panchasayar, in the District of South 24 Parganas.

**AND WHEREAS** by a further Deed of Conveyance bearing dated 3<sup>rd</sup> December, 1979 and registered at the office of the District Sub-Registrar Alipore, 24 Parganas and entered in Book No. I, Being No. 5335 for the year 1979 the said Society further absolutely purchased for a valuable consideration as

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mentioned therein from Kubir Mondal and others the total land measuring 16 (Sixteen) Cottahs 8 (Eight) Chittacks (0.28 ½ acres) comprising in Dag No. 139, J. L. No. 25, under Khatian No. 90, R. S. No. 3, Touzi No. 56, Mouza - Nayabad, Police Station - Kasba, thereafter Purba Jadavpur, at present Panchasayar, in the District of South 24 Parganas.

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

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

**AND WHEREAS** by a further Deed of Conveyance bearing date 29<sup>th</sup> April, 1980 and registered at the office of the District Sub-Registrar, Alipore, 24 Parganas in Book No. 1, Being No. 3223 for the year 1980, the said Society absolutely purchased for a valuable consideration as mentioned therein from Sunil Kumar Mitra and others the total land measuring 10.92 (Ten Acres Ninety Two Decimals) comprising in Dag Nos. 83, 85, 87, 88, 89, 91, 131, 135, 136 and

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139, J. L. No. 25, under Khatian No. 101, R. S. No. 3, Touzi No. 56, Mouza - Nayabad, Police Station - Kasba, thereafter Purba Jadavpur, at present Panchasayar, in the District of South 24 Parganas.

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

**AND WHEREAS** by a further Deed of Conveyance bearing date 8th February, 2000 and registered at the office of the District Sub-Registrar-III, Alipore, 24 Parganas in Book No. 1, Being No. 657 for the year 2000, the said Society absolutely purchased for a valuable consideration as mentioned therein from Kanti Ranjan Chakraborty and others the total land measuring 0.99 acres (6 Cottahs) comprising in Dag No. 191 (part), J. L. No. 25, under Khatian No. 145, R. S. No. 3, Touzi No. 56, Mouza - Nayabad, Police Station - Kasba, thereafter Purba Jadavpur, at present Panchasayar, in the District of South 24 Parganas, under K.M.C. Ward No.109.

**AND WHEREAS** by a further Deed of Conveyance bearing date 15<sup>th</sup> February, 2000 and registered at the office of the District Sub-Registrar-III, Alipore, 24 Parganas in Book No. 1, Being No. 765 for the 2000, the said Society absolutely purchased for a valuable consideration as year mentioned therein from Kanti Ranjan Chakraborty and others the total land measuring 0.99 acres (6 Cottahs) comprising in Dag No. 191 (part), J. L. No.25, under Khatian No. 145, R. S. No. 3, Touzi No. 56, Mouza - Nayabad, Police Station - Kasba, thereafter Purba Jadavpur, at present Panchasayar, in the District of South 24 Parganas, under K.M.C. Ward No.109.

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**AND WHEREAS** by a further Deed of Conveyance bearing date 22<sup>nd</sup> February, 2000 and registered at the office of the District Sub-Registrar-III, Alipore, 24 Parganas in Book No. 1, Being No. 874 for the year 2000, the said Society absolutely purchased for a valuable consideration as mentioned therein from Kanti Ranjan Chakraborty and others the total land measuring 0.99 acres (6 Cottahs) comprising in Dag No. 191 (part), J. L. No. 25, under Khatian No. 145, R. S. No. 3, Touzi No. 56, Mouza - Nayabad, Police Station - Kasba, thereafter Purba Jadavpur, at present Panchasayar, in the District of South 24 Parganas, under K.M.C. Ward No. 109.

**AND WHEREAS** by a further Deed of Conveyance bearing date 24<sup>th</sup> March, 2000 and registered at the office of the District Sub-Registrar-III, Alipore, 24 Parganas in Book No. 1, Being No. 1296 for the year 2000, the said Society absolutely purchased for a valuable consideration as mentioned therein from Kanti Ranjan Chakraborty and others and on their behalf Matilal Mondal and Kalpana Das by virtue of Power of Attorney registered at the office of the District Registrar, 24 Parganas (South) bearing Deed No. 38 dated 24.01.2000 the total land measuring .103125 acres (6 Cottahs 4 Chittacks) in R. S. No. 3, comprising in Dag No. 191 (part), J. L. No. 25, under Khatian No. 145, Touzi No. 56, Mouza - Nayabad, Police Station Kasba, thereafter Purba Jadavpur, at present Panchasayar, in the District of South 24 Parganas, under K.M.C. Ward No. 109.

**AND WHEREAS** by a further Deed of Conveyance bearing date 23.05.2000 and registered at the office of the District Sub-Registrar-III, Alipore, 24 Parganas in Book No. 1, Being No. 1946 for the year 2000, the said Society absolutely purchased for a valuable consideration as mentioned therein from Kanti Ranjan Chakraborty and others the total land measuring 06 Cottahs 04 Chittacks comprising in Dag No. 191, J. L. No. 25, under Khatian No. 145, R. S. No. 3, Touzi No. 56, Mouza - Nayabad, Police Station Kasba, thereafter Purba Jadavpur, at present Panchasayar, in the District of South 24 Parganas, under K.M.C. Ward No. 109.

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**AND WHEREAS** in pursuance of the object of developing the area for residential purpose of the members the said Society effected improvements thereon by filing earth and making the same of uniform level laid out roads, passages, and divided the area into several plots of different sizes and measurements for distribution among the members of the said Society. The entire land on which the said plots have been so carved out is fully described in the **FIRST SCHEDULE** being **SCHEDULE 'A'** hereunder written.

**AND WHEREAS** pursuant to an application for membership of the said Society made by the then **VENDOR** Mr. Akashdeep Basu, son of Kiron Pada Basu alias Kiron Pada Basu for obtaining a plot of land and agreeing to comply with the terms and conditions of the said Society for the demise thereof the purchaser member i.e. the **VENDOR** therein was admitted as a member of the Society.

**AND WHEREAS** by a resolution dated 02.05.1987 it was decided by the said Society to allot different plots of land to its different members by lottery and such lottery was held on 31.05.1987 whereby one Sri Kiron Pada Basu the previous Vendor of the Schedule plot of land was allotted the plot of land more particularly described in **SCHEDULE - "B"** therein and **SCHEDULE - "A"** below and thereafter referred to as **"THE SAID PLOT"** and the said Sri Kiron Pada Basu the previous Vendor has accepted such lottery. It was also decided by a resolution dated 02.05.2000 to allot different plots of land from plots purchased on different dates in the year 2000 to its different members on first come first serve basis.

**AND WHEREAS** said Sri Kiron Pada Basu as the previous Vendor as well as the previous purchaser paid a sum of Rs. 86,555/- to the said Society from time to time as required by "the said society" for allotment of the said plot in favour of the said Sri Kiron Pada Basu.

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**AND WHEREAS** the said Society appropriated the full payment of the consideration and allotted the said plot to the said Sri Kiron Pada Basu being all that the Plot No. A 14 measuring more or less 04 (Four) Cottahs 03 (Three) Chittacks 25 (Twenty-five) sq. ft. more particularly described in the **SECOND SCHEDULE being SCHEDULE "B"** thereunder written in favour of the said Sri Kiron Pada Basu.

**AND WHEREAS** by a registered Indenture of Conveyance dated 06.06.2000 made between "the said society" therein referred to as the society of the one part and the said Sri Kiron Pada Basu therein referred to as the purchaser member of the other part and registered with the office of District Sub-Registrar - III, Alipore South 24 Parganas and entered in Book No. 1, Volume No. 58 at pages 354 to 371, Being No. 2131 for the year 2000, the said society for the consideration therein mentioned, transferred it's all right title and interest in respect the said plot of land to the said Sri Kiron Pada Basu at or for the total consideration therein as mentioned absolutely and forever.

**AND WHEREAS** after purchase said Sri Kiron Pada Basu has completed all the formalities as the member of "the said society".

**AND WHEREAS** by a registered Deed of Gift dated 31.12.2012, registered at A.R.A.-I, Kolkata and recorded into Book No. 1, CD Volume No. 24, at Pages 8650 to 8669, Deed No. 11989 for the year 2012 said Sri Kiron Pada Basu due to love and affection donated his entire Bastu plot of land measuring 04 (Four) Cottahs 03 (Three) Chittacks 25 (Twenty-five) sq. ft. Plot No. A 14 comprising in Dag No. 191, J. L. No. 25, under Khatian No. 145, R. S. No. 3, Touzi No. 56, Mouza - Nayabad, Police Station - Kasba, thereafter Purba Jadavpur, at present Panchasayar, in the District of South 24 Parganas, under K.M.C. Ward No.109 in favour of his son namely **Sri Akashdeep Basu**, the Land Owner therein.



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Sudip Kumar Marder  
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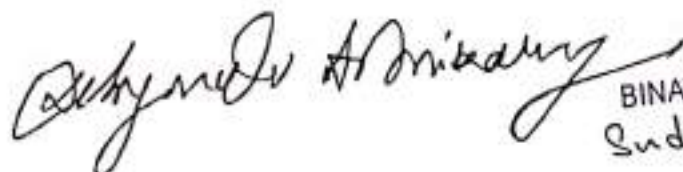
**AND WHEREAS** said Sri Akashdeep Basu, the land owner herein has completed all the formalities as the member of the societies.

**AND WHEREAS** the **VENDOR** therein decided to transfer his said plot of land and the **VENDOR** therein has approached the **PURCHASER** therein and Owner/Vendor herein for purchase the said plot of land and the **PURCHASER** therein and Owner/Vendor herein has agreed to purchase the same at or for the total consideration mentioned therein and the **PURCHASER** therein and Owner/Vendor herein also thereby confirmed that he shall abide by the Rules and Bye-laws of the said Society.

**WHEREAS** by way of registered Deed of Conveyance dated 06.07.2022, registered in the office of District Sub-Registrar – IV, Alipore, South 24 Parganas and entered into Book No. I, Volume No. 1604-2022, Page from 235840 to 235869, being No. 160407435, for the year 2022, the OWNER/VENDOR herein purchased one Bastu plot of land measuring 04 (Four) Cottahs 03 (Three) Chittacks 25 (Twenty-five) sq. ft. Plot No. A 14 comprising in Dag No. 191, J. L. No. 25, under Khatian No. 145, R. S. No. 3, Touzi No. 56, Mouza – Nayabad, Police Station – Kasba, thereafter Purba Jadavpur, at present Panchasayar, in the District of South 24 Parganas, under K.M.C. Ward No.109, from the then **VENDOR** Mr. Akashdeep Basu, son of Kiron Panda Basu alias Kiron Pada Basu.

**AND WHEREAS** thereafter the present Owner/Vendor herein mutated his name in the record of The Kolkata Municipal Corporation on 02.01.2023 and the premises is now known and numbered as K.M.C. Premises No. 3980, Nayabad, within ward No. 109, vide Assessee No. 311090838627, P. S. – Panchasayar, Kolkata – 700099, more fully described in the **SCHEDULE - "A"** below.

**AND WHEREAS** the present Owner/Vendor herein is became the absolute owner and seized and possessed of **ALL THAT** one Bastu plot of land



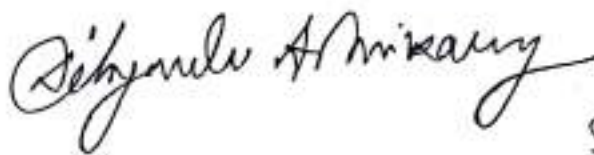
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Proprietor

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measuring 04 (Four) Cottahs 03 (Three) Chittacks 25 (Twenty-five) sq. ft. Plot No. A 14 comprising in Dag No. 191, J. L. No. 25, under Khatian No. 145, R. S. No. 3, Touzi No. 56, Mouza - Nayabad, Police Station - Kasba, thereafter Purba Jadavpur, at present Panchasayar, in the District of South 24 Parganas and being K.M.C. Premises No. 3980, Nayabad, within ward No. 109, vide Assessee No. 311090838627, P. S. - Panchasayar, Kolkata - 700099 and the Owner/Vendor has no fund to erect the proposed building and the present Owner/Vendor is still in possession and has been enjoying his absolute ownership and possession of the said land free from all encumbrances and the present Owner/Vendor is the Owner of the land and property as described in the **SCHEDULE - "A"** below, herein after called the "**said property**".

**AND WHEREAS** it has been agreed by and between the parties hereto that the previous Developer namely **MESSRS DEECO** a proprietorship firm having its office at 537, Purbachal Kalitala Link Road, P. O. - Haltu, P. S. - Kasba now Garfa, Kolkata - 700078, represented by its sole proprietor namely **SRI SANKAR DAS** son of Late R. C. Das, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 107/5, North Purbachal Road, P. O. - Haltu, P. S. - Kasba now Garfa, Kolkata - 700078, District - South 24 Parganas, shall develop and/or cause to be developed the said premises in the manner as has been agreed upon by and between the parties thereto and as hereinafter provided.

**AND WHEREAS** after discussion with the previous Developer namely **MESSRS DEECO** a proprietorship firm having its office at 537, Purbachal Kalitala Link Road, P. O. - Haltu, P. S. - Kasba now Garfa, Kolkata - 700078, and the Owner therein had decided to construct a building upon the said land measuring about 04 (Four) Cottahs 03 (Three) Chittacks 25 (Twenty-five) sq. ft. Plot No. A 14 comprising in Dag No. 191, J. L. No. 25, under Khatian No. 145, R. S. No. 3, Touzi No. 56, Mouza - Nayabad, Police Station - Kasba, thereafter Purba Jadavpur, at present Panchasayar, in the District of South 24 Parganas and being K.M.C. Premises No. 3980, Nayabad, within ward No.



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Proprietor

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109, vide Assessee No. 311090838627, P. S. – Panchasayar, Kolkata – 700099 and both the parties **made an Development agreement and Development Power on 18.01.2023** and the said Deed of Development Agreement and Development Power which was registered in the office of the District Sub-Registrar – III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2023, Page from 35205 to 35243 being No. 160300952 for the year 2023.

**AND WHEREAS** due to some practical difficulties as well as others trouble the said previous Developer namely **MESSRS DEECO** a proprietorship firm having its office at 537, Purbachal Kalitala Link Road, P. O. – Haltu, P. S. – Kasba now Garfa, Kolkata – 700078, want to surrender and/or leave the job and request the land owner to cancel the same under some terms and conditions.

**AND WHEREAS** there after the land owner as well as Developer cancel the Said Development Agreement and Development Power dated 18.01.2023 of the said **Deed of Cancelation Development Agreement & Development Power which was duly registered in the office of D.S.R. - II, Alipore and recorded in Book No. 1, being Deed No. 03133**, for the year 2025.

**AND WHEREAS** the present Owner/Vendor is very much desirous to construct a Ground Plus Three storied building with lift facility on the said land as mentioned above, upon knowledge of such desire of the Owner/Vendor, the Developer has approached the Owner/Vendor for development of the said property which the Owner/Vendor have agreed to do so as per the terms and conditions mentioned hereinafter.

**AND WHEREAS** the party of the Second Part / Developer herein has agreed to construct the proposed Ground Plus Three storied building with Lift facility for residential purpose as on sanctioned FAR of the flat portion and sanctioned Car Parking Space of the proposed building. Accordingly, the Owner/Vendor shall get entire first floor (Two 3 BHK Flat) of proposed building and together

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with Owner/Vendor shall get 2 (two) Car Parking spaces each measuring 120 sq.ft more or less on the Ground floor of the proposed Ground Plus Three storied building to be settled mutually by the Developer and the Owner/Vendor during construction. It is noted that if required a Supplemental Agreement shall be executed by and between the parties herein for clear distribution of the Allocation of the OWNER if required and the DEVELOPER immediate after sanctioning the building plan. The OWNER shall also enjoy undivided proportionate share of land and also common rights and facilities of the building as mentioned in the SCHEDULE - A and C below. This is called the OWNER'S ALLOCATION as described in the SCHEDULE - B below. In addition, the Developer shall pay a sum of Rs. 25,00,000/- (Rupees Twenty Five Lacs) to the Owner herein as non-refundable out of which at the time of signing this Development Agreement and Development Power amount of Rs.5,00,000/- (Rupees Five Lacs) only, after completion -construction of plinth works of the propose building amount of Rs.10,00,000/- (Rupees Ten Lacs) only and final payment after completion - construction of super structure works of the propose building amount of Rs.10,00,000/- (Rupees Ten Lacs) only.

**AND WHEREAS** the Developer herein shall get the remaining of the sanction Flat area of the proposed building and remaining Car Parking Spaces on Ground floor of the proposed building to be settled mutually by the Developer and the Owner/Vendor during the construction excluding the Owner's Allocation as mentioned in the SCHEDULE "B" herein. The Developer's Allocation has been clearly mentioned and described in the SCHEDULE "D" hereunder written. The Developer shall erect the proposed Ground Plus Three storied building with lift facility at its own cost and its supervision and labour to be erected as per annexed Specification as well as the said K.M.C. building plan and to meet up such expenses the Developer shall collect the entire consideration amount from the sale of the Developer's Allocation which shall be sold to the interested parties from whom the Developer shall collect the entire cost of construction as well as cost of land in connection with the said



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Proprietor


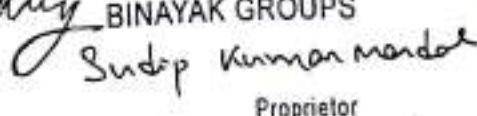
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flats etc.

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

1. **DEFINITION** : Unless there is anything repugnant to the subject or context the term:
  - (a) **OWNER** : shall mean **SRI DIBYENDU ADHIKARY (PAN - AHRPA4761E) (AADHAAR - 211512161452)** son of Late Manobendra Adhikary, by Occupation - Service, by faith - Hindu, by Nationality - Indian, residing at 69, James Long Sarani, Purba Barisha, P. O. - Thakurpukur, P. S. - Haridebpur, Kolkata - 700063, District - South 24 Parganas, West Bengal, the Party of the FIRST PART herein and his legal heir/heirs, executor/executors, administrator/ administrators, and legal representative/ representatives.
  - (b) **DEVELOPER** : shall mean **"BINAYAK GROUPS", (PAN - AKNPM2537P)**, a Proprietorship Firm, having its registered office at B/35, Ganganagar, Post Office - Mukundapur, Police Station - Purba Jadavpur, Kolkata - 700 099, represented by its sole Proprietor namely **SRI SUDIP KUMAR MANDAL, (PAN - AKNPM2537P), (Aadhaar No. 2225 3389 8869)**, son of Sri Samir Kumar Mondal, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at B/35, Ganganagar, Post Office - Mukundapur, Police Station - Purba Jadavpur, Kolkata - 700 099, District - South 24-Pargnas, the Party of the SECOND PART herein for the time being and its respective successors or successors in interest, legal heirs, representatives, administrators and assigns.
  - (c) **TITLE DEED** : shall mean the documents referred to hereinabove in the recital.
  - (d) **PROPERTY** : shall mean one Bastu plot of land measuring 04 (Four) Cottahs 03 (Three) Chittacks 25 (Twenty-five) sq. ft. Plot No. A 14 comprising in Dag No. 191, J. L. No. 25, under Khatian No. 145, R. S.

 **BINAYAK GROUPS**  
  
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Proprietor

No. 3, Touzi No. 56, Mouza - Nayabad, Police Station - Kasba, thereafter Purba Jadavpur, at present Panchasayar, in the District of South 24 Parganas and being K.M.C. Premises No. 3980, Nayabad, within ward No. 109, vide Assessee No. 311090838627, P. S. - Panchasayar, Kolkata - 700099 as mentioned and described in the **SCHEDULE - 'A'** hereunder written.,

- (c) **BUILDING** : shall mean the proposed Ground plus Three storied building with lift facility to be constructed on the said property as per building plan to be sanctioned by the K.M.C. at the cost of the DEVELOPER.
- (f) **COMMON FACILITIES AND AMENITIES**: shall include corridors, landings, stair ways, passages ways, driveways, common toilet if any in the Ground Floor of the proposed G+ III storied building and care taker room if any on Ground Floor of the proposed building, pump room, lift, lift room and lift well, meter space, water and water lines and plumbing lines, underground water reservoir, overhead water tank, water pump and motor and other facilities as mentioned in the SCHEDULE "C" hereunder written which may be mutually agreed upon BETWEEN the Parties herein and required for establishment, location, enjoyment, provisions, maintenance and/or management of the building and such common areas shall be enjoyed by the flat owners who shall purchase the same from the DEVELOPER.
- (g) **OWNER'S ALLOCATION**: the entire OWNER'S as described in the SCHEDULE B below. It is noted that if required a Supplementary Agreement shall be executed by and between the parties herein for clear distribution of the Allocations of the OWNER and the DEVELOPER immediate after sanctioning of the building plan. The OWNER shall also enjoy undivided proportionate share of land and also common rights and facilities of the building as mentioned in the SCHEDULE - A and C below. This is called the OWNERS' ALLOCATION as described in the SCHEDULE - B below.
- (h) **DEVELOPER'S ALLOCATION**: The entire DEVELOPER'S ALLOCATION

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as described in the SCHEDULE D below.

- (i) **THE ARCHITECT:** shall mean such persons who will be appointed by the DEVELOPER for both designing and planning the building on the said premises.
  - (j) **BUILDING PLAN:** would mean such plan to be prepared by the Planner/Architect for the construction of the proposed Ground plus three storied building with lift facility to be sanctioned by The Kolkata Municipal Corporation Borough Office XII at the cost of the DEVELOPER.
  - (k) **TRANSFER:** with its grammatical variation shall include possession under an Agreement or part performance of a contract and by any other means in accordance with the Transfer of Property Act, 1882.
  - (l) **TRANSFeree:** shall mean any person, firm, limited company association of persons or body or individuals to whom any space in the building has been transferred.
2. **THIS AGREEMENT:** shall take effect from the date of execution of this agreement.
3. **THE OWNER DECLARE** as follows:
- (a) That he is the absolute Owner and seized and possessed of and/or well and sufficiently entitled to the property as described in the SCHEDULE - A below.
  - (b) That the entire property is free from all encumbrances and the OWNER has a good marketable title in respect of the said property as described in the SCHEDULE-A below.
  - (c) That the said property is free from all encumbrances, charges, liens lispendens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever and there is no other co-sharer in this the OWNER herein.
4. **THE OWNER AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT** as followings:
- (a) That the OWNER has hereby granted exclusive right to the DEVELOPER to undertake the new construction on the said Premises to be constructed by the DEVELOPER in accordance with the plan or

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- plans to be sanctioned by The Kolkata Municipal Corporation at the cost of the DEVELOPER and the OWNER shall give full co-operation to the DEVELOPER for the same as and when required.
- (b) **OWNER'S ALLOCATION:** The DEVELOPER shall give the OWNER as the OWNER'S ALLOCATION as described in the SCHEDULE 'B' hereunder written.
- (c) That all applications, plans and other papers and documents as may be required by the DEVELOPER for the purpose of obtaining necessary approval and sanction of the building plan and the alteration/modification/verification of the sanctioned building plan from the appropriate authorities shall be prepared signed and submitted by the DEVELOPER in the name of the OWNER and also at the cost of DEVELOPER and if any alteration/modification of making further plans for proposed construction are required the OWNER shall give such written permission to the DEVELOPER without any interruption.
- (d) For all that purpose of sanction of Building plan applications, petitions, affidavits, drawings, sketches and for getting such altered/modified plan or further plans to be approved by the appropriate authorities and the DEVELOPER shall appear, represent, sign before the concerned authorities on behalf of the OWNER in his name and on their behalf in connection with any or all of the matters aforesaid and the OWNER, in such circumstances, shall give assistance/co-operation/signatures whenever necessary to the DEVELOPER for the interest of the proposed project.
- (e) That the DEVELOPER shall erect the building in the said premises as per building plan to be sanctioned by K.M.C. at the cost of the DEVELOPER and for the same the OWNER shall put his signature as and when necessary and during construction or after construction the DEVELOPER shall sell only the Developer's portion together with proportionate undivided land share and other common rights to the intending purchasers and receive part or full consideration money from the sale of part or foil of DEVELOPER'S ALLOCATION to be erected at

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the cost of the DEVELOPER.

- (f) The DEVELOPER shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed; matter and thing necessary for the purpose of developing the said property in order to make it perfect in all respects for construction of a Ground plus Three storied building with Lift facility consisting of flats and Car Parking Space thereon in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation Office at the cost of the DEVELOPER.
- (g) The DEVELOPER shall construct the new proposed Ground plus three storied building with lift facility and carry out all the acts through its men or agents in such manner which the DEVELOPER shall think fit and proper for such construction of the said proposed building according to the K.M.C. building plan and shall also file applications etc. for obtaining water, electric, sewerage and other connections and other amenities and facilities required for the beneficial use and enjoyment of the occupiers of the proposed building to be constructed in the said premises in terms of this Agreement.
- (h) That the DEVELOPER shall be exclusively entitled to its respective share of its allocation i.e. DEVELOPER'S ALLOCATION in the building with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the others.
- (i) The DEVELOPER shall apply in the name of the OWNER and represent him before the Government Authorities, local and public bodies if required in connection with the proposed construction work and the said building thereon in terms of this agreement and the OWNER shall not raise any objections for it; on the contrary the OWNER shall give full co-operations to the DEVELOPER for facilitating the proposed project.
- (j) That the DEVELOPER shall at its own costs construct the proposed building at the said premises in accordance with the K.M.C. building plan and also as per annexed specifications and the DEVELOPER shall take all the responsibility and risk regarding the construction of the

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proposed building and the DEVELOPER further declares that he shall complete the said building within **24 (Twenty Four) months** strictly from the date of sanction of the building plan and also taking over peaceful vacant possession therein by the DEVELOPER whichever is later. which may be extended up to a further period of 6 (six) months, if situation demands so and after completion of the proposed building.

- (k) That the DEVELOPER shall install pump operated water connection through water lines in each floors/flats, for K.M.C. water, water storage tanks, overhead water reservoir with suitable pump, electric wiring and installations other electrical things and also other facilities including lift in the said building at its own cost as required to be provided in the new building to be constructed by the DEVELOPER on Ownership basis and as mutually agreed upon.

**5. THE OWNER HEREBY AGREES AND CONVENANTS WITH THE DEVELOPER as follows: -**

- (i) Not to cause any interference or hindrance whatsoever in the construction of the said building at the said property by the DEVELOPER.
- (ii) Not to do any act or things whereby the DEVELOPER may be prevented from selling, assigning and/or disposing of any portion of the property or portion of the DEVELOPER'S ALLOCATION in the building to be erected at the said premises as mentioned herein.
- (iii) The OWNER positively give vacant possession of the property as mentioned in the SCHEDULE 'A' hereunder to the DEVELOPER for making construction work of the proposed building as per sanction building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office at the cost of the DEVELOPER within **24 (Twenty Four) months** strictly from the date of sanction of the building plan and also taking over peaceful vacant possession therein by the DEVELOPER



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whichever is later. which may be extended up to a further period of 6 (six) months, if situation demands so and after completion of the proposed building.

- (iv) The DEVELOPER shall sell the flats, Car Parking Spaces etc. of the proposed building, from the DEVELOPER'S ALLOCATION (strictly excluding the Owner's Allocation as described in the Schedule B below) as described in the SCHEDULE 'D' hereunder written TOGETHER WITH proportionate undivided share of land of the said property and the common portions, roof of the building proportionately and proportionate services of common places. The DEVELOPER shall receive the advance and advances or part or full consideration money from the intending purchasers of the relative flats and/or all other portions of the building from the DEVELOPER'S ALLOCATION as per the terms and conditions and the DEVELOPER shall decide and fix up the such consideration money upon its allocation and services the same for the intending Purchasers) and shall have right to execute and register all the Conveyance, Deeds or Agreement for sale in favour of the intending Purchasers only upon the DEVELOPER'S ALLOCATION.
- (v) The OWNER hereby empower and authorize the DEVELOPER to do this project in connection with the said property as described in the SCHEDULE - A hereunder written such as to sell or any kind of transfer of the DEVELOPER'S ALLOCATION through registered deeds and to make agreement for sale, to advertise the project through any media, to appoint different persons for the project, to get sanction of the building plan as well sewerage plan and to take water or electric connection therein and also to execute any document, declaration or affidavit the interest of the project etc. to appoint different type of professional men, to appoint advocate, to receive part or full consideration money on the DEVELOPER'S ALLOCATION, to negotiate any matter for the said property etc. and for the same the OWNER shall execute and register a



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separate Development Power of Attorney in favour of the DEVELOPER.

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


**(DEVELOPMENT POWER)**

The OWNER Namely, **SRI DIBYENDU ADHIKARY (PAN - AHRPA4761E) (AADHAAR - 211512161452)** son of Late Manobendra Adhikary, by Occupation - Service, by faith - Hindu, by Nationality - Indian, residing at 69, James Long Sarani, Purba Barisha, P. O. - Thakurpukur, P. S. - Haridebpur, Kolkata - 700063, District - South 24 Parganas, West Bengal, do hereby appoint "**BINAYAK GROUPS**", **(PAN - AKNPM2537P)**, a Proprietorship Firm, having its registered office at B/35, Ganganagar, Post Office - Mukundapur, Police Station - Purba Jadavpur, Kolkata - 700 099, represented by its sole Proprietor namely **SRI SUDIP KUMAR MANDAL, (PAN - AKNPM2537P), (Aadhaar No. 2225 3389 8869)**, son of Sri Samir Kumar Mondal, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at B/35, Ganganagar, Post Office - Mukundapur, Police Station - Purba Jadavpur, Kolkata - 700 099, District - South 24-Pargnas, as my lawful Attorney on his behalf to do the following acts in respect of their property as mentioned in the SCHEDULE below:

1. To look after and manage the property on behalf of the OWNER/PRINCIPAL.
2. To look after and to control all the affairs For the development or the said land and construction of a Ground Plus three storied building with Lift facility thereon on the said Premises as per sanction building plan to be sanctioned by The Kolkata Municipal Corporation at the cost of the DEVELOPER and the DEVELOPER shall sign and execute on behalf of the OWNER all the Declaration Deed or any other Declaration as mentioned in the SCHEDULE below property and register the such document as per requirement for the interest of the proposed project.

  
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3. To cause mutation of my Property where necessary effected in the revenue and/or in the record of The Kolkata Municipal Corporation and to make such statements and sign all implications or objections personally or through Lawyer or other agents to effectuate the said purpose and Collect Mutation Certificate, Assessment Roll or Tax Clearance Certificate and other necessary papers thereof and pay necessary, taxes to The Kolkata Municipal Corporation as and when necessary on my behalf.
4. To cause mutation and/or conversion of my Property where necessary effected in the revenue and/or in the record of the LD. B.L. & L.R.O. and/or under the jurisdiction and to make such statements and sign all applications or objections personally or through Lawyer or other agents to effectuate the said purpose and Collect Mutation Certificate and/or conversion certificate and other necessary papers thereof and pay necessary taxes to the LD. B.L. & L.R.O. as and when necessary on my behalf for B.L. & L.R.O. Mutation and/or Conversion purposes.
5. To sign, execute and submit all Development building Plans, revised plan, completion plan, Documents, Statements, Papers, Undertakings, Declarations related thereto, may be required for necessary sanction, modification and/or alteration of sanctioned plan to be sanctioned by The Kolkata Municipal Corporation and/or any appropriate authority and other appropriate authorities on behalf of the landowner/Principal and to sign completion plan.
6. To appear and represent on behalf of the PRINCIPAL i.e. LAND OWNER herein on or before any necessary authorities including, The Kolkata Municipal Corporation, Fire brigade, West Bengal police, necessary Departments of Government of West Bengal, in connection with the sanction, modification and/or alteration of sanctioned building Plan for the above mentioned properly and also for the interest of-the proposed project and execute mid sign all the papers related thereto.

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7. To pay fees for obtaining the sanction, modification and such other orders and permissions from the necessary authorities on behalf of land owner as required for the sanction, modification and/or alteration of the Development Plan and also to submit and take delivery of all type of, deeds concerning the said property and also take other papers and documents as may be required by the necessary authorities and appoint engineers, Architects and other Agents and Sub-Contractor for the aforesaid purposes as the said Attorney shall think fit and proper.
8. To receive the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the sanctioned plans to any authority or authorities.
7. To develop the said property by making construction of such type of building or buildings thereon as per sanctioned building plan as the said Attorney may deem fit and proper and for that purpose to demolish and/or remove any house, building and/or structure of whatsoever nature standing in the said property, as my said Attorney shall think fit and proper.
8. To apply for obtaining electricity-connection from CESC and also gas connection and also for installation lift in the Premises and to take telephone or other connections and also install electric transformer in the said property and /or to make alteration therein and to disconnect the same and for that purpose my Attorney shall sign, execute and submit all papers, applications, documents on my behalf and shall do all the acts and deeds on my behalf and my attorney shall execute and sign all the papers related thereto.
9. My Attorney shall sign plans to be submitted before the concerned authority/authorities for the connection of water, drainage and sewerage in the said Premises and execute and sign all paper related



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thereto for the sanction of drainage and sewerage connection and also internal and external drainage drawing and as the connection of water in the said property and to do all such, other acts, deed and things as may be deemed fit and proper by the said Attorney on my behalf.

10. To apply for and obtain building materials from the concerned authorities for consumption of the proposed building to be erected on the said property as aforesaid and also to pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said property, or my part thereof.
11. To appear and represent me before all authorities for fixation and/or finalization of the annual valuation of the said property and for that purpose to sign, execute and submit necessary papers and documents and to do all other acts, deeds and things as the said Attorney may deem fit and proper.
12. To collect advance or part payment or full consideration from the intending purchasers of flats, Car Parking Spaces etc. alongwith proportionate share of land and/or enter Into Agreement for Sale and to execute and register Deed of Conveyance, Deed of Rectification, and/or collect the I.G.R. and/or Deal from the registering authority on my behalf on the DEVELOPER'S ALLOCATION as mentioned in the SCHEDULE D of the said registered Development Agreement excluding the OWNER'S ALLOCATION as mentioned in the SCHEDULE B of the said registered Development Agreement and grant receipt in favour of the interested persons/ persons who are interested to take possession of the flat/flats and Car parking Space etc. in lieu of satisfactory consideration to be fixed by the Developer.
13. To advertise in different newspapers and display, hording in different places, and also to engage agency or agencies for giving possession of

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the flats on DEVELOPER'S ALLOCATION as mentioned in the SCHEDULE D of the said registered Development Agreement excluding the LAND OWNER'S ALLOCATION along with the proportionate share of land in any name as the said Attorney shall think fit and proper and to sell the DEVELOPER'S ALLOCATION to any Third Party or parties at any consideration price to be fixed up only by the DEVELOPER.

14. To negotiate with intending persons who desire to take possession in lieu of proper consideration for the flats/space including proportionate land share on said DEVELOPER'S ALLOCATION of the said proposed building along with the proportionate share of land at my said Premises or any part thereof and for that purpose to sign and execute all deeds, as ray said Attorney shall think fit and proper as per said registered Development Agreement
15. To file and submit declaration, statements, application and/or returns to the competent authority or any other necessary authority or authorities in connection with the matters herein contained.
16. To receive part or full consideration sum against the entire DEVELOPER'S ALLOCATION from the intending purchasers and acknowledge the receipt or the same on my behalf.
17. To appear and represent us before any notary, Registrar of Assurances, District Registrar, Additional District Sub-Registrar, Metropolitan Magistrate and Other Office or Offices or Authority or Authorities having jurisdiction and to sign and to execute the documents and present the same for registration and complete for registration and to acknowledge and register or have registered and performed any kind of Deeds, Deed of Conveyances, Agreement for Sale, Deed of Declaration or Rectification, Deed of Boundary Declaration, and/or any kind of instruments writing executed and signed by the said Attorney in any

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manner after taking permission from the Authority concerned if it is required concerning the said property as per said registered Development Agreement in connection with the DEVELOPER'S ALLOCATION only.

18. To take necessary steps for registration of building or any part alongwith the proportionate share of land the entire construction represented by my Attorney as per said Development Agreement.
19. To convey prosecute, enforce, defend answer and oppose all actions other legal proceedings regarding the said land and property or any part thereof.
20. To file and defend suits, cases, appeals and applications of whatsoever nature for and on behalf of or to be institute preferred by or any person or persons in respect of the said property.
21. To comprise suits, appears or other legal proceedings in any Courts, Tribunals or other authority whatsoever and to sign and verify applications thereof.
22. To sign declare and/or affirm any plaint, written statements petitions, affidavits, verifications, Vakalatnamas, warrant of Attorney, Momo of Appeal or any other documents or papers in any proceedings or in any way construction therewith.
23. To deposit and withdraw free, documents and moneys in and from any Court or courts and/or other person or persons or authority and given valid receipts and discharged thereof.

**AND GENERALLY TO** act as my Attorney in respect of all matters touching my said property and on my behalf to do all instruments, acts,

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nature, deeds and things as fully and effectually as I would do if I would personally present.

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

6. **THE DEVELOPER DOETH HEREBY AGREE AND COVENANT WITH THE OWNER** as follows :

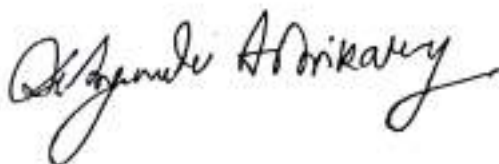
- (i) To get maximum sanction area from The Kolkata Municipal Corporation the DEVELOPER will take all the necessary steps and such sanction of modification or alteration is required shall be done at DEVELOPER'S cost without prejudice right, title and interest of the LAND OWNER.
- (ii) To complete the construction of the building **24 (Twenty Four) months** strictly from the date of sanction of the building plan and also taking over peaceful vacant possession therein by the DEVELOPER whichever is later. which may be extended up to a further period of 6 (six) months, if situation demands so and after completion of the proposed building. It is noted that due to unforeseen circumstances or act of God such as earthquake, flood, riot, any prevailing rule, cyclone or tempest if the such construction work is hampered the such delay shall not be counted and the DEVELOPER shall have then liberty to extend the time as per its requirement after negotiation and/or discussion with the Land Owner.
- (iii) Not to violate or contravene any of the provisions or rules applicable for construction of the said building.
- (iv) Not to do any act, deed or thing from the part of the OWNER whereby

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- the DEVELOPER is prevented from enjoying, selling, assigning and/or disposing of any of the DEVELOPER'S ALLOCATION in the said building.
- (v) The DEVELOPER shall act as per the terms and conditions of this Agreement.
- (vi) All expenses for the project including sanction building plan, soil test, supervision for construction of the proposed building and also Completion Certificate of the building shall be paid by the DEVELOPER and the DEVELOPER shall have to complete his conversion in the record of B.L. & L.R.O. and also pay all the previous outstanding taxes of K.M.C., up to land tax (khajna) till the date of handing over possession of the property. The OWNER shall have to pay the K.M.C. taxes after getting possession of the Owner's allocation in the said building. The DEVELOPER shall pay the taxes for the period of construction of the building and thereafter the maintenance and also the proportionate taxes in respect of its allocation till the handing over its allocation to the intending Purchaser.
- (vii) The complete construction specification shall be part of the agreement under annexure X.

7. **MUTUAL COVENANT AND INDEMNITIES:**

- (i) The OWNER hereby undertake that the DEVELOPER shall be entitled to the entire proposed construction excluding the OWNER'S ALLOCATION and the DEVELOPER shall enjoy its Allocation without interference or disturbances from the end of the OWNER, provided the DEVELOPER shall perform all the construction work as per the terms and conditions as within mentioned including various specifications as laid down as per annexure.



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- (ii) The OWNER shall execute and register a Development Power of Attorney in favour of the DEVELOPER to complete the project and also register the conveyance Deeds in favour of the intending purchasers and the DEVELOPER shall also execute and register the necessary Deed of Conveyance in favour of the intending Purchasers of the DEVELOPER'S ALLOCATION of the building.
- (iii) The OWNER shall hand over the original Deed, link deeds and other original papers in respect of the property to the DEVELOPER at the time of execution and registration of this agreement and the DEVELOPER shall grant receipt for the same in favour of the OWNER and such documents shall be refunded to the OWNER after completion of the project alongwith registration of entire Developer's Allocation.
- (iv) The OWNER shall have to pay the necessary maintenance of the building and also the proportionate taxes after taking delivery of the Owner's Allocation. The DEVELOPER shall pay the taxes for the period of construction of the building in respect of building and thereafter the maintenance and also the proportionate taxes in respect of its allocation till the handing over its allocation to the intending Purchasers.
- (v) That during pendency of this Agreement if the OWNER leaves this material world, his legal heirs/successors shall inherit the Schedule A mentioned property as per Hindu Succession Act, 1956 and thereafter the legal heirs of the present owner herein shall have to abide by the terms and conditions of this Agreement without raising any objection and give full co-operation to the DEVELOPER, The OWNER'S ALLOCATION shall then remain unchanged and thereafter they shall execute the fresh Supplementary Agreement and Development Power of Attorney in favour of the Developer herein without raising any objection and It is also noted that if the Developer leaves this material world

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during this project work then his also legal heirs continue this project as per this terms and condition.

- (vi) The OWNER shall take proper initiative to enjoy all easement rights upon the adjacent passage on which the entire project depends upon. The OWNER shall execute and register the Deed of Declaration for the interest and benefit of the project relating to the Premises as and when required.
- (vii) The DEVELOPER shall have to face all the financial liabilities and project liabilities during construction of the building on the land of the OWNER and even any accident occurs during the construction, the DEVELOPER shall bear all the financial liabilities thereof.
- (viii) That during pendency of this Agreement if the Owner leaves this material world, his legal heirs/successors shall have to abide by the terms and conditions of this Agreement without raising any objection and give full cooperation to the **DEVELOPER**. The **OWNER'S ALLOCATION** shall then remain unchanged.
- (ix) The **OWNER** shall take proper initiative to enjoy all easement rights upon the adjacent passage on which the entire project depends upon.
- (x) It has been mutually agreed that if the **DEVELOPER** shall develop any adjacent plot/s of land then the said two or more premises will be treated as one complex/compound and will be surrounded by one common boundary wall and no internal boundary wall shall be erected by the Owner herein as well as the Flat owners to separate the Premises for the easy egress and ingress of the Cars of the Flat owners of the all the Premises and the inhabitants of the building. Beside all the inhabitants and occupiers of the proposed building shall use all the adjacent common passage of the building/s, if erected by the Developer

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herein, mutually for their own egress and ingress and also their Car without any objection to others as all other adjacent owners of same compound or block and all the intending purchasers of the other adjacent blocks and also including the Owner herein shall not, cover, block, the common spaces situated between the Premises/s and also the adjacent common passage of the building.

- (x) That the **DEVELOPER** as well as the **OWNER** shall be liable to pay the individual Income Tax and the G.S.T. and also capital gain tax in respect of their individual Allocation as mentioned in this Agreement.

8. **JURISDICTION OF THE COURT :**

All disputes and differences between the parties arising out of this development work of die Premises shall be adjudicated and settled through the Learned Court of Kolkata under the jurisdiction as the property is question is situated with in Kolkata.

It is hereby noted and agreed between the parties herein that except two car parking space of Owner's allocation, the Developer shall changes/modify his remaining allocation of car parking as per K.M.C approval if necessary, in such circumstances the owner shall not make objection for the same.

**SCHEDULE - 'A' OF THE ABOVE REFERRED TO**

**(DESCRIPTION OF THE PROPERTY OF)**

**ALL THAT** one Bastu plot of land measuring 04 (Four) Cottahs 03 (Three) Chittacks 25 (Twenty-five) sq. ft. Plot No. A 14 comprising in Dag No. 191, J. L. No. 25, under Khatian No. 145, R. S. No. 3, L.R Dag No.191, L.R Khatian No.2971, Touzi No. 56, Mouza - Nayabad, Police Station - Kasba, thereafter Purba Jadavpur, at present Panchasayar, in the District of South 24 Parganas and being K.M.C. Premises No. 3980, Nayabad, within ward No. 109, vide Assessee No. 311090838627, P. S. - Panchasayar, Kolkata - 700099 whereon a new Ground Plus Three storied building with lift facility shall be erected as

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per sanction building plan to be sanctioned by The Kolkata Municipal Corporation Borough Office - XII and the entire property is butted and bounded by:

ON THE NORTH BY : Plot No. A13;  
ON THE SOUTH BY : Plot No. A15;  
ON THE EAST BY : 16'-0" wide road; and  
ON THE WEST BY : Plots of Phase No. I.

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

The the Owner/Vendor shall get entire first floor (Two 3 BHK Flat) of proposed building and together with Owner/Vendor shall get 2 (two) Car Parking spaces each measuring 120 sq.ft more or less on the Ground floor of the proposed Ground-Plus Three storied building. The Owner/Vendor shall also enjoy undivided proportionate share of land and also common rights and facilities of the building as mentioned in the SCHEDULE - A and C.

In addition, the Developer shall pay a sum of Rs. 25,00,000/- (Rupees Twenty Five Lacs) to the Owner herein as non-refundable out of which at the time of signing this Development Agreement and Development Power amount of Rs.5,00,000/- (Rupees Five Lacs) only, after completion -construction of plinth works of the propose building amount of Rs.10,00,000/- (Rupees Ten Lacs) only and final payment after completion - construction of super structure works of the propose building amount of Rs.10,00,000/- (Rupees Ten Lacs) only.

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

Stair-case, common passage, water lines and water, electricity main line and



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Sudop kuma mandal Page 31 of 35  
Proprietor

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

**SCHEDULE - 'D' ABOVE REFERRED TO**

**(DEVELOPER'S ALLOCATION)**

The Developer herein shall get the remaining of the sanction Flat area of the proposed building and remaining Car Parking Spaces on Ground floor of the proposed building to be settled mutually by the Developer and the Owner/Vendor during the construction excluding the Owner's Allocation as mentioned in the SCHEDULE "B" herein. The Developer shall also enjoy undivided proportionate share of land and also common rights and facilities of the building as mentioned in the SCHEDULE - A and C.

**ANNEXURE**

**(SPECIFICATION OF THE CONSTRUCTION)**

1. Sal wood frame in door.
2. Factory made phenol bonded ply flush door teak wood shutter in door.
3. M.S. Grill (Square Bar) and Aluminum with glass fitted full openable Window.
4. Putti in wall.
5. Weather coat paints (Asian paint/Berger) in outside wall.
7. Synthetic enamel paint in doors & windows grill (Asian paint/Berger).
8. Colour glazed tiles (10"x15") in W.C. with shower and toilets upto 7 ft. height and 3 ft. height in kitchen.
9. Granite on kitchen platform.
10. Steel sink in kitchen

*Sudip Kumar Mandal*

BINAYAK GROUPS  
*Sudip Kumar Mandal*  
Proprietor

11. Concealed electrical & water supply line.
12. Verandah railing up to window seal height.
13. White vitreous commode, Pan and basin of Hindware/Parryware.
14. Main door one side Teak finishes with necessary fittings.
15. Leak and heat proof with a coat of SIKALATEX/PATISTON.
16. ESSCO Mark plumbing fittings.
17. Two Nos. Of Sheetgate gate in boundary wall for easy access.
18. P.V.C. overhead water tank (heat proof)

#### **ELECTRICAL SPECIFICATION OF FLAT**

- |                    |   |  |
|--------------------|---|--|
| i. Bed Room        | - | 2 Light points, 1 Fan point, 2 Plug points, 1 A.C point in master bed room.                                |
| ii. Drawing/Dining | - | 2 Light points, 1/2 Fan point, 1 Plug points, 1 Cable point, 1 Plug point (15 amp.), 1 Calling Bell point. |
| iii. Kitchen       | - | 1 Light point, 1 Plug point (15 amp.), 1 Exhaust Fan point.  |
| iv. Toilet         | - | 1 Light point, 1 Geyser point, 1 Exhaust Fan point.  |
| v. W.C.            | - | 1 Light point, 1 Geyser point, 1 Exhaust Fan point.  |
| vi. Verandah       | - | 1 Light Point.   |
| vii.               |   | Flat wise separate Main Switch.  |

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

*Atiyandhu Anikany*

BINAYAK GROUPS  
Sudip Kundate Mandar  
Proprietor

**IN WITNESS WHERE OF** the Parties has executed these presents and set and subscribed their respective hands on the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**

at **Kolkata** in the presence of -

**WITNESSES: -**

1. *Ranjit Pal*  
Gold Postoffice  
Street Kal - 1

*Sudip Kumar Mandal*  
(SIGNATURE OF FIRST PART)

2. *Ratan Pal*  
Advocate

BINAYAK GROUPS  
Sudip Kumar Mandal  
Proprietor

(SIGNATURE OF SECOND PART)

Drafted by me at my office

*Ratan Pal*

Ratan Pal, Advocate

High Court, Calcutta

Enrolment No. WB/675/1992.

**RECEIVED** of and from the within named Developer herein the within mentioned sum of **Rs. 5,00,000/- [Rupees Five Lacs] only** being the payment of the agreed non-refundable amount as per memo below.

**MEMO OF CONSIDERATION**

By Cheque/D.D NEFT ..... Dated... 04.03.2025  
Bank... Banque Paribas Branch Saint-Denis ..... Rs. 5,00,000/-  
Pay to M/S. Deeco on behalf of the owner herein.

=====  
**Total Rs. 5,00,000/-**  
=====























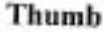




**(RUPEES Five Lacs) ONLY.**

**WITNESSES:**

1. Ranjit Singh  
2. Ratan Talwar  
Advocate

Ashwani Kumar  
**SIGNATURE OF THE OWNER**

**SPECIMEN FORM FOR TEN FINGER PRINTS**

	<i>Sigurdur Adiravay</i>							
		<b>(Left Hand)</b>						
								
		<b>(Right Hand)</b>						
	<i>Sudip Kumar Mandal</i>							
		<b>(Left Hand)</b>						
								
		<b>(Right Hand)</b>						
<b>PHOTO</b>								
	<b>(Left Hand)</b>							
								
	<b>(Right Hand)</b>							

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



192024250427680138

GRN Details

GRN: 192024250427680138 Payment Mode: SBI Epay  
GRN Date: 02/03/2025 23:02:09 Bank/Gateway: SBIEpay Payment Gateway  
BRN : 3213947012339 BRN Date: 02/03/2025 23:02:31  
Gateway Ref ID: IGASNIMWN3 Method: State Bank of India NB  
GRIPS Payment ID: 020320252042768012 Payment Init. Date: 02/03/2025 23:02:09  
Payment Status: Successful Payment Ref. No: 2000594053/3/2025  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: Mr Ratan Pal  
Address: 6 old Post Office Street Kolkata-700001  
Mobile: 8697893055  
Email: Pal\_ratan@yahoo.com  
Period From (dd/mm/yyyy): 02/03/2025  
Period To (dd/mm/yyyy): 02/03/2025  
Payment Ref ID: 2000594053/3/2025  
Dept Ref ID/DRN: 2000594053/3/2025

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000594053/3/2025	Property Registration- Stamp duty	0030-02-103-003-02	10021
2	2000594053/3/2025	Property Registration- Registration Fees	0030-03-104-001-16	5028
			<b>Total</b>	<b>15049</b>

IN WORDS: FIFTEEN THOUSAND FORTY NINE ONLY.

PAID

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



192024250427680138

GRN Details

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[Query No\*/Query Year]

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Mobile: 8697893055  
EMail: Pal\_ratan@yahoo.com  
Period From (dd/mm/yyyy): 02/03/2025  
Period To (dd/mm/yyyy): 02/03/2025  
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			<b>Total</b>	<b>15049</b>

IN WORDS: FIFTEEN THOUSAND FORTY NINE ONLY.

PAID

### Major Information of the Deed

Deed No :	I-1602-03134/2025	Date of Registration	04/03/2025
Query No / Year	1602-2000594053/2025	Office where deed is registered	
Query Date	27/02/2025 2:50:22 PM	D.S.R. -11 SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	RATAN PAL 6, Old Post Office Street, 1st Floor., Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8697893055, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 84,74,443/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 10,071/- (Article:48(g))	Rs. 5,060/- (Article:E, E, E,)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assesment slip.(Urban area)		

### Land Details :



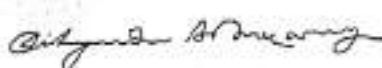
District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, , Premises No: 3980, , Ward No: 109 Pin Code : 700099

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	4 Katha 3 Chatak 25 Sq Ft	1/-	84,44,443/-	Width of Approach Road: 16 Ft,
<b>Grand Total :</b>				<b>6.9667Dec</b>	<b>1 /-</b>	<b>84,44,443 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	0/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tin Shed, Extent of Completion: Complete					
<b>Total :</b>		<b>100 sq ft</b>	<b>0 /-</b>	<b>30,000 /-</b>	




**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Shri Dibyendu Adhikary</b> Son of Late Manobendra Adhikary Executed by: Self, Date of Execution: 04/03/2025 , Admitted by: Self, Date of Admission: 04/03/2025 ,Place : Office		 Captured	
	0403/2025	LTI 0403/2025	0403/2025	
Purba Barisha, 69, James Long Sarani, City:- Kolkata, P.O:- Thakurpukur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700063 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India Date of Birth:XX-XX-1XX9 , PAN No.:: ahxxxxxx1e, Aadhaar No: 21xxxxxxxx1452, Status :Individual, Executed by: Self, Date of Execution: 04/03/2025 , Admitted by: Self, Date of Admission: 04/03/2025 ,Place : Office				

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>BINAYAK GROUPS</b> B/35, Ganganagar, City:- Kolkata, P.O:- Mukundapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099 Date of Incorporation:XX-XX-2XX1 , PAN No.:: AKxxxxxx7P,Aadhaar No Not Provided by UIDAI. Status :Organization, Executed by: Representative			

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Shri Sudip Kumar Mandal (Presentant)</b> Son of Shri Samir Kumar Mandal Date of Execution - 04/03/2025 , Admitted by: Self, Date of Admission: 04/03/2025, Place of Admission of Execution: Office		 Captured	
	Mar 4 2025 1:37PM	LTI 0403/2025	0403/2025	
B/35, Ganganagar, City:- Kolkata, P.O:- Mukundapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.:: akxxxxxx7p, Aadhaar No: 22xxxxxxxx8869 Status : Representative, Representative of : BINAYAK GROUPS (as SOLE PROPRIETOR)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr RANJIT PAL</b> Son of Late P PAL 6, Old Post Office Street, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001		 Captured	
	04/03/2025	04/03/2025	04/03/2025

Identifier Of Shri Dibyendu Adhikary, Shri Sudip Kumar Mandal

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Shri Dibyendu Adhikary	BINAYAK GROUPS-6.96667 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Shri Dibyendu Adhikary	BINAYAK GROUPS-100.00000000 Sq Ft

Endorsement For Deed Number : I - 160203134 / 2025

On 04-03-2025

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

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

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

Presented for registration at 13:16 hrs on 04-03-2025, at the Office of the D.S.R. -I SOUTH 24-PARGANAS by Shri Sudip Kumar Mandal .

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 84,74,443/-

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

Execution is admitted on 04/03/2025 by Shri Dibyendu Adhikary, Son of Late Manobendra Adhikary, Purba Barisha, 69, Road: James Long Sarani, , P.O: Thakurpukur, Thana: Thakurpukur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700063, by caste Hindu, by Profession Service

Indelified by Mr RANJIT PAL, . . Son of Late P PAL, 6, Road: Old Post Office Street, , P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 04-03-2025 by Shri Sudip Kumar Mandal, SOLE PROPRIETOR, BINAYAK GROUPS (Sole Proprietorship), B/35, Ganganagar, City:- Kolkata, P.O:- Mukundapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099

Indelified by Mr RANJIT PAL, . . Son of Late P PAL, 6, Road: Old Post Office Street, , P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Law Clerk

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 5,060.00/- ( B = Rs 5,000.00/- , E = Rs 28.00/- , H = Rs 28.00/- , M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 5,028/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 02/03/2025 11:02PM with Govt. Ref. No: 192024250427680138 on 02-03-2025, Amount Rs: 5,028/-, Bank: SBI EPay ( SBIPay), Ref. No. 3213947012339 on 02-03-2025, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,071/- and Stamp Duty paid by Stamp Rs 50.00/-, by online = Rs 10,021/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 970866, Amount: Rs.50.00/-. Date of Purchase: 09/12/2024, Vendor name: Anjushree Banerjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 02/03/2025 11:02PM with Govt. Ref. No: 192024250427680138 on 02-03-2025, Amount Rs: 10,021/-, Bank: SBI EPay ( SBIPay), Ref. No. 3213947012339 on 02-03-2025, Head of Account 0030-02-103-003-02

Suman Basu  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. -I SOUTH 24-  
PARGANAS  
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2025, Page from 104860 to 104904  
being No 160203134 for the year 2025.



*Suman*

Digitally signed by SUMAN BASU  
Date: 2025.03.04 16:18:41 +05:30  
Reason: Digital Signing of Deed.

(Suman Basu) 04/03/2025  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS  
West Bengal.